

- LEGEND**
- SANITARY CLEANOUT
 - ⊕ WATER VALVE
 - UTILITY POLE
 - SIGN

REFERENCES:

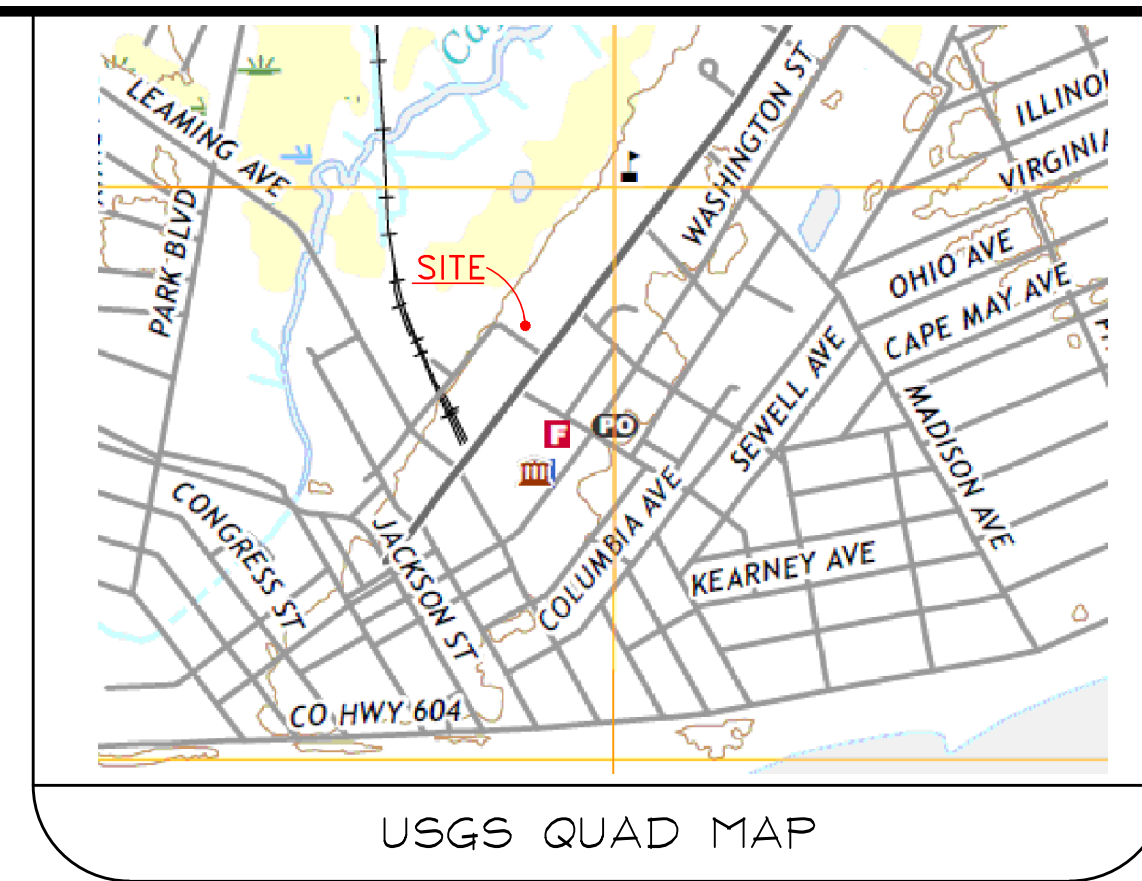
1. SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT MADE BY THE TITLE COMPANY OF JERSEY COMMITMENT No. 808012-NH-1
2. THE SITE IS KNOWN AS BLOCK 1061, LOT 44 AND LOT 47, 811 ST. JAMES STREET AND 817 ST. JAMES STREET CITY OF CAPE MAY, CAPE MAY COUNTY, N.J.
3. DEED BOOK 3639, PAGE 289 (Lot 44)
4. DEED BOOK 3643, PAGE 375 (Lot 44)

GENERAL NOTES:

1. NO FRESHWATER WETLANDS, RIGHTS, OR INTERESTS OF THE STATE OF NEW JERSEY OVER LANDS NOW OR FORMERLY FLOODED BY HIGH WATER, NO VISIBLE OR PHYSICALLY EVIDENT, OR LANDS CONTAINING OR AFFECTED BY ANIMAL, MARINE OR BOTANICAL SPECIES, REGULATED, PROTECTED BY OR UNDER JURISDICTION OF ANY FEDERAL, STATE, OR LOCAL AGENCY, HAVE BEEN LOCATED OR DELINEATED AS PART OF THIS PROJECT.
2. THERE ARE NO SIGNIFICANT ITEMS OR ENCROACHMENTS THAT AFFECT THE PROPERTY AS SHOWN HEREON.
3. ANY SUBSURFACE STRUCTURES, UTILITY LINES PIPES, ETC. WHERE UNABLE TO GET MARKOUT UNLESS WE WERE DISTURBING THE GROUND, PRIOR TO DISTURBANCE OF GROUND CALL 1-800-272-1000 FOR A MARK OUT.
4. TOTAL AREA SURVEYED 5,949 Sq. Ft.

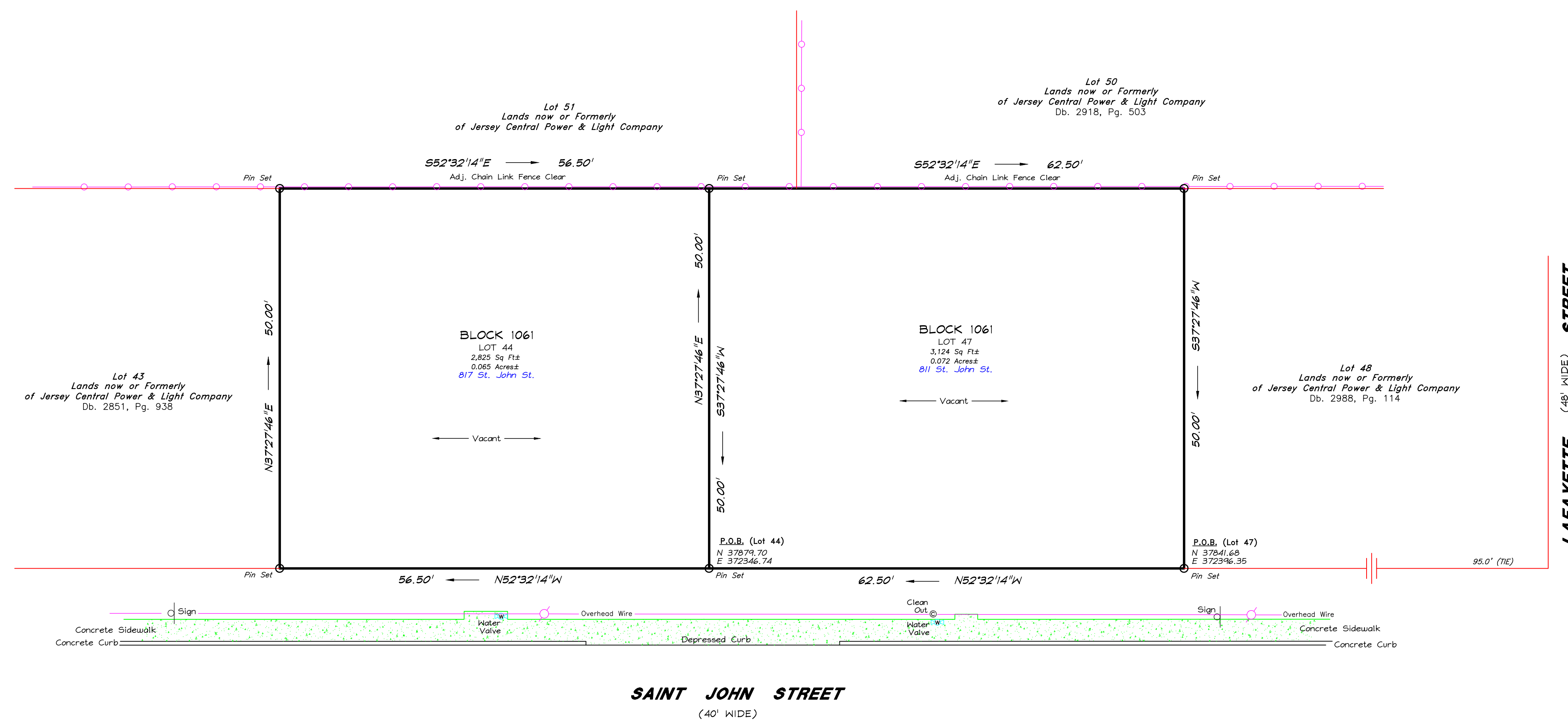
SUBJECT TO:

1. RIGHTS GRANTED TO JERSEY CENTRAL POWER AND LIGHT COMPANY AND ATLANTIC CITY ELECTRIC COMPANY IN DEED BOOK 3462, PAGE 286



THE ORIGINAL OF THIS DRAWING IS THE PROPERTY OF CAPE LAND SURVEYING, LLC. ONLY COPIES FROM THE ORIGINAL PAIR OF LAND SURVEYING'S EMBOSSED SEAL OR DIGITAL SEAL WITH A VERIFIED SIGNATURE AND SEAL NUMBER SHALL BE CONSIDERED TO BE VALID.

George Swensen
GEORGE SWENSEN
 PROFESSIONAL LAND SURVEYING
 N.J. LICENSE GS43415



CAPE LAND SURVEYING, LLC
 PROFESSIONAL LAND SURVEYING
 CERTIFICATE OF AUTHORIZATION NUMBER 24GA28136700
 PHONE : (609) 390-9618
 106 S. VIEW ROAD, SUITE 106
 OCEAN VIEW, NEW JERSEY 08223

PLAN OF SURVEY
 SITUATE IN
 BLOCK 1061
 LOTS 44 and 47
 CITY OF CAPE MAY
 CAPE MAY COUNTY, N.J.

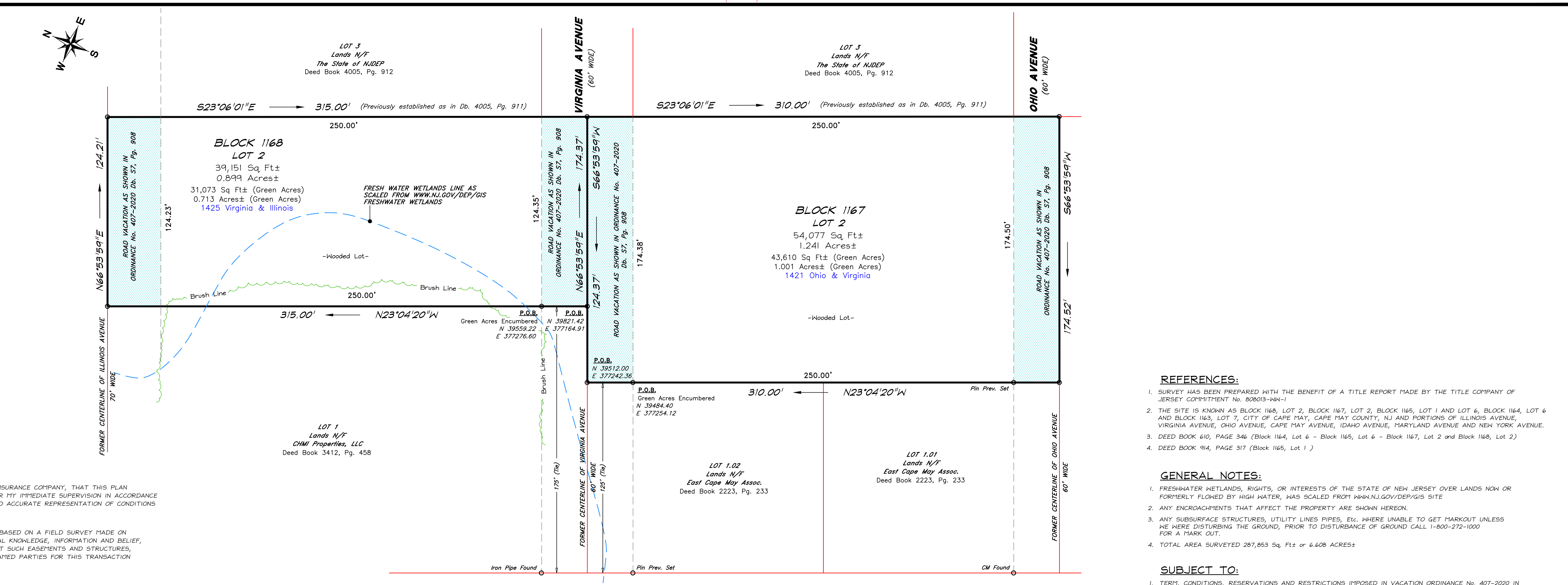
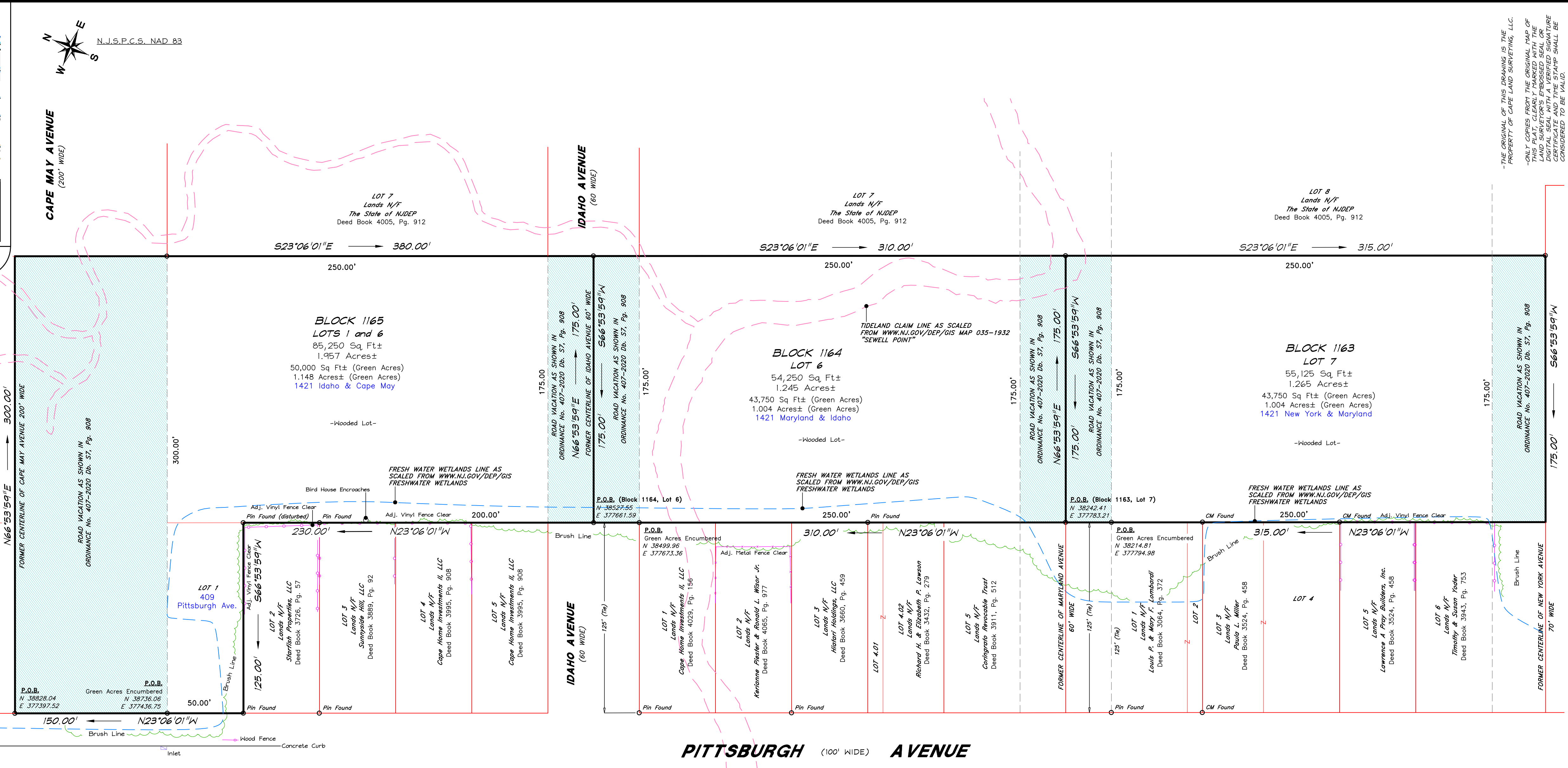
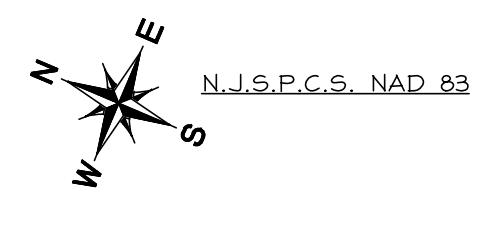
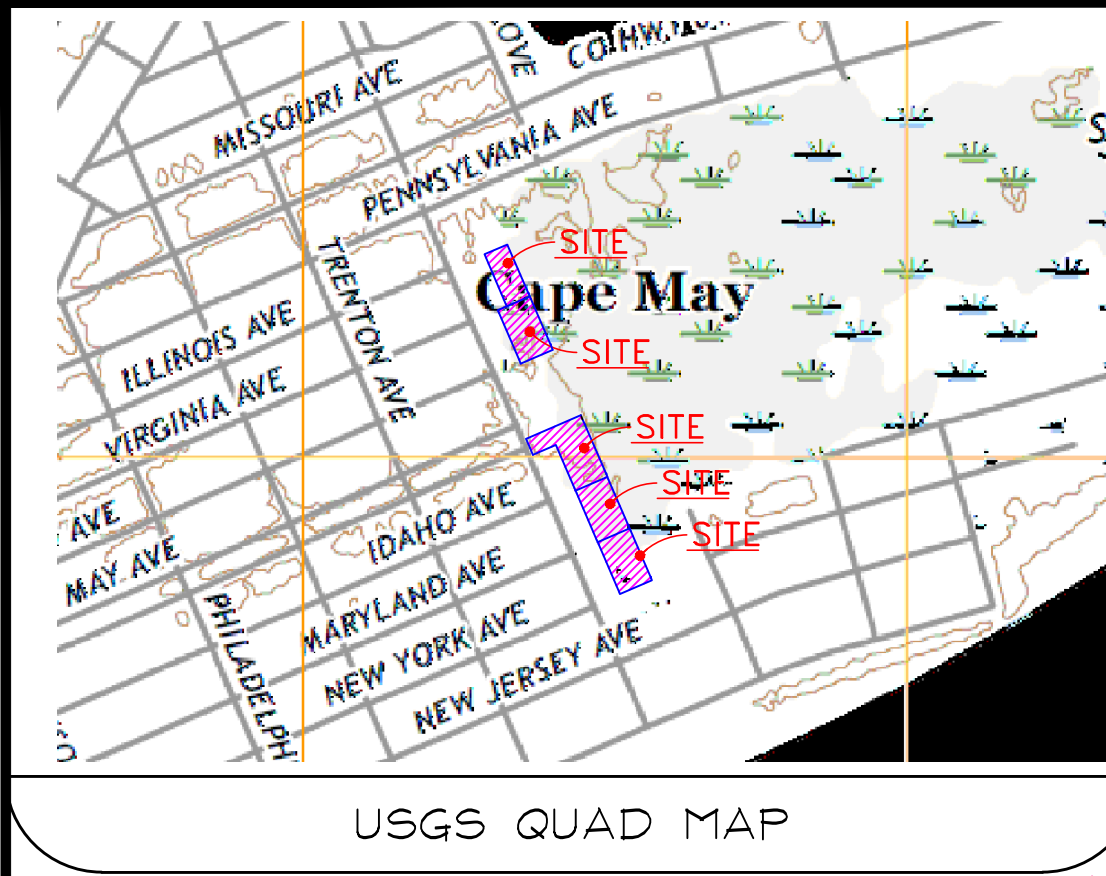
REVISIONS

SCALE: 1" = 10'
DATE: 03-05-24
DRAWN BY: DF
PROJ NO: 17455B
SHEET: 1
OF: 1

I HEREBY CERTIFY TO NEW JERSEY D.E.P. GREEN ACRES AND THE TITLE COMPANY OF JERSEY INSURANCE COMPANY, THAT THIS PLAN OF SURVEY AND CORRESPONDING METES AND BOUNDS DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH THE STATE OF NEW JERSEY, THAT THIS PLAN IS CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF 03-04-24, SUBJECT TO SUCH NOTES AS MAY APPEAR HEREON.

IN CONSIDERATION OF THE FEE PAID FOR MAKING THIS SURVEY, I DECLARE THAT THIS PLAN IS BASED ON A FIELD SURVEY MADE ON 03-04-24 BY ME OR UNDER MY IMMEDIATE SUPERVISION, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY REPRESENTS THE CONDITION FOUND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH EASEMENTS AND STRUCTURES, IF ANY, BELOW THE LANDS AND NOT VISIBLE; THIS DECLARATION IS GIVEN SOLELY TO ABOVE NAMED PARTIES FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE, EXCEPT AS PROVIDED HEREIN.

George Swensen
 GEORGE SWENSEN, PLS
 NJ LIC. NO. GS43415
 04-17-2024
 DATE



I HEREBY CERTIFY TO NEW JERSEY D.E.P. GREEN ACRES AND THE TITLE COMPANY OF JERSEY INSURANCE COMPANY, THAT THIS PLAN OF SURVEY AND CORRESPONDING METES AND BOUNDS DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH THE STATE OF NEW JERSEY, THAT THIS PLAN IS CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF 03-04-24, SUBJECT TO SUCH NOTES AS MAY APPEAR HEREON.

IN CONSIDERATION OF THE FEE PAID FOR MAKING THIS SURVEY, I DECLARE THAT THIS PLAN IS BASED ON A FIELD SURVEY MADE ON 03-04-24 BY ME OR UNDER MY IMMEDIATE SUPERVISION, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, CORRECTLY REPRESENTS THE CONDITION FOUND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH EASEMENTS AND STRUCTURES, IF ANY, BELOW THE LANDS AND NOT VISIBLE; THIS DECLARATION IS GIVEN SOLELY TO ABOVE NAMED PARTIES FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE, EXCEPT AS PROVIDED HEREIN.

George Swensen
 GEORGE SWENSEN, PLS
 NJ LIC. NO. GS43415
 DATE 04-17-2024

PITTSBURGH AVENUE (100' WIDE)

THE ORIGINAL OF THIS DRAWING IS THE PROPERTY OF CAPE LAND SURVEYING, LLC. ONLY COPIES FROM THE ORIGINAL MAP OF LAND SURVEYORS' EMBOSSED SEAL OR DIGITAL SEAL AND A VERIFIED SIGNATURE CONSIDERED TO BE VALID.

George Swensen
GEORGE SWENSEN
 PROFESSIONAL LAND SURVEYOR
 N.J. LICENSE GS43415

CAPE LAND SURVEYING, LLC
 PROFESSIONAL LAND SURVEYING
 CERTIFICATE OF AUTHORIZATION NUMBER 24CA28136700
 PHONE: (609) 990-9616
 OCEANVIEW ROAD, SUITE 106
 NEW JERSEY 08230

PLAN OF SURVEY
 SITUATE IN
 MULTIPLE BLOCKS
 MULTIPLE LOTS
 CITY OF CAPE MAY
 CAPE MAY COUNTY, N.J.

REVISIONS
 05-01-24 Per Green Acres

SCALE: 1" = 40'
 DATE: 03-06-24
 DRAWN BY: DF
 PROJ NO.: 17455A
 SHEET: 1
 OF: 1

- REFERENCES:**
- SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT MADE BY THE TITLE COMPANY OF JERSEY COMMITMENT No. 80803-HH-1
 - THE SITE IS KNOWN AS BLOCK 1168, LOT 2, BLOCK 1167, LOT 2, BLOCK 1165, LOT 1 AND LOT 6, BLOCK 1164, LOT 6 AND BLOCK 1163, LOT 7, CITY OF CAPE MAY, CAPE MAY COUNTY, NJ AND PORTIONS OF ILLINOIS AVENUE, VIRGINIA AVENUE, OHIO AVENUE, CAPE MAY AVENUE, IDAHO AVENUE, MARYLAND AVENUE AND NEW YORK AVENUE.
 - DEED BOOK 410, PAGE 346 (Block 1164, Lot 6 - Block 1166, Lot 2 and Block 1166, Lot 2)
 - DEED BOOK 914, PAGE 317 (Block 1165, Lot 1)
- GENERAL NOTES:**
- FRESHWATER WETLANDS, RIGHTS, OR INTERESTS OF THE STATE OF NEW JERSEY OVER LANDS NOW OR FORMERLY FLOODED BY HIGH WATER, HAS SCALED FROM WWW.NJ.GOV/DEP/GIS SITE
 - ANY ENCROACHMENTS THAT AFFECT THE PROPERTY ARE SHOWN HEREON.
 - ANY SUBSURFACE STRUCTURES, UTILITY LINES PIPES, ETC. WHERE UNABLE TO GET MARKOUT UNLESS WE WERE DISTURBING THE GROUND, PRIOR TO DISTURBANCE OF GROUND CALL 1-800-272-1000 FOR A MARK OUT.
 - TOTAL AREA SURVEYED 287,853 Sq. Ft. ± 6.608 ACRES±
- SUBJECT TO:**
- TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS IMPOSED IN VACATION ORDINANCE No. 407-2020 IN DEED BOOK 57, PAGE 109
 - TERMS AND CONDITIONS OF RIPARIAN GRANT FROM THE STATE OF NEW JERSEY TO CAPE MAY REAL ESTATE CO., IN DEED BOOK 216, PAGE 469

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: The Title Company of Jersey
Issuing Office: 5100 New Jersey Avenue, Wildwood, NJ 08260
Issuing Office's ALTA® Registry ID:
Commitment No.: 808012-WW-1
Issuing Office File No.: 808012-WW
Property Address: 801 St. John Street; 811 St. John Street; 817 St. John Street ; 821 St. John Street, Cape May, NJ 08204
Revision No.: 3- February 12, 2024

SCHEDULE A

1. Commitment Date: February 7, 2024 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: New Jersey DEP Green Acres
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Jersey Central Power & Light Company d/b/a GPU Energy by deed from Keystone Lodge #39 Free and Accepted Masons, a non-profit corporation of the State of New Jersey, dated 03/31/2000, recorded 04/07/2000 in Deed Book 2851, page 938 in the office of the Cape May County Clerk. (Lot 43 Block 1061, Tract #1 herein)

City of Cape May, a municipal corporation of the State of New Jersey by deed from Mary Jane Barrett, dated 06/30/2015, recorded 08/21/2015 in Deed Book 3639, page 289 in the office of the Cape May County Clerk.(Lot 44 Block 1061, Tract #2 herein)

City of Cape May, a municipal corporation of the State of New Jersey by deed from Brenda E. Robinson, Trustee of the Brenda E. Robinson Living Trust, dated 02/05/2016, recorded 02/09/2016 in Deed Book 3663, page 375 in the office of the Cape May County Clerk. (Lot 47 Block 1061, Tract #3 herein)

Jersey Central Power & Light Company by deed from Elsie Wise, dated 10/10/2002, recorded 10/21/2002 in Deed Book 2988, page 114 in the office of the Cape May County Clerk. (Lots 48, 49 Block 1061, Tract #4 herein)

City of Cape May, a municipal corporation of the State of New Jersey by Final Judgment In Rem Docket #F-1866-80, recorded 03/06/1981 in Deed Book 1469, page 469 in the office of the Cape May County Clerk. (Lot 42 Block 1061 , Tract #5 herein)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE A
(Continued)

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

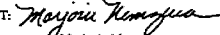
Atlantic Land Transfer Services, LLC



Authorized Countersignature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemecura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Bargain and Sale Deed from City of Cape May, a municipal corporation of the State of New Jersey to New Jersey DEP Green Acres (as to Tracts #2 #3 and #5 herein) .
 - b. Bargain and Sale Deed from Jersey Central Power & Light Company d/b/a GPU Energy to New Jersey DEP Green Acres (as to Tracts #1 and #4 herein).
5. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
6. Marital status of the grantors, grantees and mortgagors.
7. New Jersey Superior Court and U.S. District Court judgments, if any. (Searches ordered; but not yet received)
8. Taxes, charges and assessments.
9. Liability for additional assessments for taxes in connection with new construction pursuant to N.J.S.A. 54:4-63.1 et seq.
10. Water/Sewer charges or claims affecting the premises in question.
11. Satisfactory provision for payment of all assessments for municipal improvements assessed which are a lien against the subject premises but not yet due and payable.
12. Claims, if any, of the Municipal Utilities Authority.
13. Proof of compliance with the revisions to Title 54A (non-resident income tax withholding) of the New Jersey statutes requiring that non-resident individuals, estates, and trusts pay certain estimated gross income taxes as a prerequisite for the recording of any deed, and that resident individuals, estates, and trusts complete certain forms required by the Department of the Treasury. County recorders are not permitted to record deeds without compliance with these requirements.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

(Continued)

14. Seller's Affidavit of Title: If this transaction involves a sale of the premises, the Company's standard form of Seller's Affidavit of Title must be executed by the seller(s), without modification or exceptions, at time of closing and provided to the Company. If the seller(s) require that the affidavit be modified or exceptions taken to the statements therein, such modifications or exceptions must be approved by the Company prior to closing and the Company reserves the right to amend this commitment as made be required by such disclosures.
15. Mortgagor's Affidavit of Title: If this transaction involves a mortgage to be insured by the Company, the Company's standard form Mortgagor's Affidavit of Title must to be executed by the buyer(s)/mortgagor(s), without modification or exceptions, at the time of closing and is to be provided to this Company. If the buyer(s)/mortgagor(s) require that the affidavit be modified or exceptions taken to the statements therein, such modifications or exceptions must be approved by the Company prior to closing and the Company reserves the right to amend this commitment as made be required by such disclosures.
16. Evidence that the vacant property registration fee has been paid if the property is vacant and or unoccupied in the amount of \$500.00 per year.

NOTE: Some municipalities have adopted an ordinance for the assessment of a fee for vacant or unoccupied property and require registration of same and payment of the fee. If unpaid, a lien may be filed against the property for non-payment.
17. Spouses, if any, of vested owners as set forth in Schedule A hereof must join in deed of conveyance. If the Grantor is married and claims that the premises is not subject to the rights of the spouse under N.J.S.A. 3B :28-3, the deed and affidavit of title must state that the Grantor is a married person, must set forth the name of spouse and state that the spouse never resided on the premises.
18. Liability for the premises for additional taxes in the event of the disallowance of the Senior Citizen Tax Deduction, pursuant to N.J.S.A. 54:4-8, 44a as amended.
19. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.
20. NOTICE TO SELLER(S): Information must be furnished concerning the Social Security Number(s) and/or Tax Identification Number(s) and future addresses of grantor(s) for the completion of Substitute Form 1099 at the Closing of Transaction. If you do not provide Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.
21. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
22. NOTE: In the event the mortgage to be insured hereunder is a Construction Mortgage, rather than a Purchase Money Mortgage, the Company reserves the right to add such additional exceptions to title as many be necessary, including any liens or judgments of record affecting or against the Purchaser or Mortgagor. Any judgment or lien filed of record prior to an insured Construction Mortgage may interrupt the priority of the insured Construction Mortgage and/or construction disbursements.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

(Continued)

23. NOTE: If the proposed transaction is based upon a power of attorney, the power of attorney, deed and affidavit of attorney in fact must be furnished for review prior to closing and the original power of attorney must be recorded. The Company must be furnished acceptable proof that the power is in effect and is exercised while the principal is alive, that the power remains in effect and the power of attorney has not been revoked at the time of execution, delivery and recording of the deed. At that time, the Company may make additional requirements or exceptions. Please be advised that it is not acceptable for a fiduciary (i.e. executor) or corporate officer to delegate their authority.
24. NOTICE: Please be aware that owing to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.
25. NOTE: Pursuant to the provisions of P.L. 2009, c. 123 (the County Homelessness Trust Fund Act), N.J.S.A. 22A:4-17 is amended to permit counties to impose a recording surcharge of \$5.00 per document for any instrument submitted for recording (except assignments of mortgages). Certain counties* have elected to impose this surcharge, which affects all instruments submitted for recording (except assignments of mortgages), as of December 1, 2009. Please be guided accordingly when collecting funds at closing for recordings. (*Applicable counties include Cape May, Cumberland, Passaic, Bergen, Hudson, Middlesex, Union, Somerset, Mercer, Camden, Essex)
26. **Proof is required that the ordinance or resolution authorizing the conveyance to the City of Cape May has been adopted in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.**
27. **Proof is required that the conveyance to the City of Cape May will be made in accordance with the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., or other applicable statute.**
28. Production of a certified copy of the Resolution of the Board of Directors of Jersey Central Power & Light Company d/b/a GPU Energy authorizing the sale and conveyance of the premises in question to New Jersey DEP Green Acres.

Evidence that Jersey Central Power & Light Company d/b/a GPU Energy is a valid and subsisting corporation of the State of New Jersey and that no lien exists for nonpayment of Franchise Taxes.

29. Tideland Reports- unclaimed

NO OPEN MORTGAGES OF RECORD

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B
(Continued)

The Policy will not insure against loss or damage resulting from the terms and conditions 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, any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) affecting the Title that would have been disclosed by an accurate and complete land title 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 record.
4. Notwithstanding any portion of the policy to the contrary, the following matters are expressly excepted from 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 completed land survey of the Land.
5. Any lien or right to a lien on your title, arising now or later, for labor and material not shown by the public record.
6. Subsurface conditions and/or encroachments not disclosed by an instrument of record.
7. Company does not guarantee mathematical computations of square footage or acreage as may be shown on survey, or as may be shown on the insured deed or mortgage.
8. Rights, public and private in all roads, streets and easements which may be included within the lines of insured Premises.
9. Subject to terms and conditions as contained in Settlement Agreement dated July 16, 2003 and recorded October 29, 2009 in Book X606, page 266.(affects Lot 44 Block 1061)
10. Subject to terms and conditions as contained in Deed Notice by Mary Jane Barrett, recorded April 28, 2015 in Book X800, page 475. (affects Lot 44 Block 1061)
11. Subject to lease for the lifetime of Elsie Wise in Lots 48, 49 Block 1061 imposed in Memorandum Agreement recorded in Book X115, page 213 and may be under separate unrecorded lease agreement.
12. Subject to terms and conditions contained in Memorandum of Agreement recorded in Book X115, page 213. (Lots 48, 49 Block 1061)
13. Subject to terms and conditions contained in Memorandum of Access & Settlement Agreement recorded in Book X621, page 180. (Lots 43, 48, 49 Block 1061)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

(Continued)

14. Subject to terms and conditions contained in Memorandum of Access & Settlement Agreement recorded in Book X760, page 877. (Lots 43, 48, 49 Block 1061 and other lots)
15. Subject to terms and conditions contained in Restriction Agreement including Deed Notice recorded in Deed Book 3411, page 810, First Amendment recorded in Deed Book 3554, page 438. (Lots 43, 48, 49 Block 1061)
16. Subject to terms and conditions contained in Resolution of the City of Cape May Approving the Recreation and Open Space Inventory in Deed Book 3681, page 148. (Lots 44 and other lots, Block 1061)
17. Subject to restrictions, which provide for a forfeiture of title in the event of violation, as imposed by deed from City of Cape May to Elsie Williams, dated December 6, 1954 and recorded January 5, 1955 in Deed Book 850, page 409.(Lot 47 Block 1061)
18. Terms and Conditions as set forth in Memorandum of Agreement recorded February 19, 2002 in Book X69, page 701. (Lot 47 Block 1061)
19. Terms and Conditions as set forth in Deed Notice recorded June 23, 2014 in Book X779, page 40. (Lot 47 Block 1061)
20. Subject to compliance with those provisions of the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6, et seq, which affects the proposed transfer.
21. Subject to possible imposition of a lien by the Department of Environmental Protection for the costs of cleanup and removal of hazardous wastes, pursuant to N.J.S.A. 58:10-23.11, et seq.
22. Rights granted to Jersey Central Power and Light Company and Atlantic City Electric Company in Deed Book 3962, page 286.(Lot 43 Block 1061)
23. Subject to terms and conditions contained in Deed Notice recorded in Deed Book X1012, page 226. (Lots 42, Block 1061)
24. Subject to terms and conditions contained in Access and Remediation Agreement recorded in Deed Book 1005, page 781.
25. Subject to terms and conditions contained in Deed Notice recorded in Deed Book X1012, page 266. (Lot 48,49, 50 Block 1061)
26. Subject to terms and conditions contained in Deed Notice recorded in Deed Book X1009, page 211. (Lots 37.02,44, 47,51,52,53,54.02, Block 1061)
27. Subject to terms and conditions contained in NJDEP Permit recorded in Deed Book 4150 page 242 (Lots 42, 51,53,54.01 and 54.02 Block 1061)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

(Continued)

28. Since part of the insured land is benefitted by a tax exemption, the policy [will except] [excepts] the lien which may attach by reason of any restoration of real property taxes resulting from the transfer of title by the owner entitled to the present exemption, including, without limitation, the retroactive imposition of taxes.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE C

The Land is described as follows:

All that certain lot, tract or parcel of land and premises situate lying and being in the City of Cape May , County of Cape May and State of New Jersey, bounded and described as follows:

Tract #1

BEGINNING at a point in the Northeasterly line of St. John Street (40 feet wide) at the division line between Tax Lot 43, the herein described premises, and Lot 44, both in Block 1061, said point being a distance of 214.00 feet northwestwardly from the intersection of the aforementioned northeasterly line of St. John Street with the northwesterly line of Lafayette Street (40 feet wide), and running; thence

- 1) Along the northeasterly line of St. John Street and passing through a portion of an existing masonry dwelling, North 44 degrees 27 minutes 00 seconds West, a distance of 78.00 feet to a point in the division line between Tax Lots 42 and 43, Block 1061; thence
- 2) Along said division line, North 45 degrees 33 minutes 00 seconds East, a distance of 50. 00 feet to a point in the division line between Tax Lots 42, 43 and 51, Block 1061; thence
- 3) Along said division line, South 44 degrees 27 minutes 00 seconds East, a distance of 78. 00 feet to a point in the division line between Tax Lots 43 and 44, Block 1061; thence
- 4) Along said division line, South 45 degrees 33 minutes 00 seconds West, a distance of 50.00 feet to a point in the northeasterly line of St. John Street and the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY:

Commonly known as:
821 St. John Street
Cape May, NJ 08204
Block 1061 lot 43

Tract #2

BEGINNING at a point at the intersection of the Northerly line of St. John Street (as laid out 40 feet wide) with the common line to Lot 44 and Lot 4 7 and a Found Pin & Cap, having New Jersey State Plane grid coordinates (NAD 1983), of North 37,879.70 and East 372,346.74, said point being 157 .50 feet Westerly from the intersection of the Westerly line of Lafayette Street (as laid out 48 feet wide) with the Northerly line of St. John Street along said Northerly line; thence

- 1) North 52 degrees 32 minutes 14 seconds West, 56.50 feet along the Northerly line of St. John Street to the common line to Lot 43 and Lot 44 and a Found Pin & Cap; thence
- 2) North 37 degrees 27 minutes 46 seconds East, 50.00 feet along the aforesaid common line to the common line to Lot 44 and Lot 51 of which a Found Pin & Cap is South 61 degrees 41 minutes 21 seconds West, 1.06 feet; thence
- 3) South 52 degrees 32 minutes 14 seconds East, 56.50 feet along the aforesaid line to the common line to Lot 44 and Lot 47 of which a Found Pin is North 85 degrees 01 minutes 09 seconds West 0.22 feet; thence
- 4) South 37 degrees 27 minutes 46 seconds West 50.00 feet along the aforesaid line to the Northerly line of St

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE C

(Continued)

John Street, and the Point of Beginning.

CONTAINING within the above described bounds 2,825 square feet, 0.065 plus or minus acres.

The above descriptions were written pursuant to a survey of property designated as Block 1061 Lot 44, on the municipal tax map of Cape May City, County of Cape May, State of New Jersey. Said survey was prepared by Hatch Mott MacDonald, 833 Route 9 North, P.O. Box 373 Cape May Court House NJ. dated June 8, 2015, and marked as file No. 0502-10-016.

FOR INFORMATION PURPOSES ONLY:

Commonly known as:

817 St. John Street
Cape May, NJ 08204
Block 1061 Lot 44

Tract #3

BEGINNING at a point at the intersection of the northerly line of St. John Street (as laid out 40 feet wide) with the common line to Lot 47 and Lot 48 and a found pin having New Jersey State Plane grid coordinates (NAD 1983) of North 37,841.68 and East 372,396.34, said point being 95.00 feet westwardly from the intersection of the westerly line of Lafayette Street (as laid out 48 feet wide) with the northerly line of St. John Street and along said northerly line; thence

(1) North 52 degrees 32 minutes 14 seconds west, 62.50 feet along the northerly line of St. John Street to the common line to Lot 44 and Lot 47 and a found pin and cap; thence

(2) North 37 degrees 27 minutes 46 seconds east, 50.00 feet along the aforesaid common line to the common line to Lot 47 and Lot 51, of which a found pin is north 85 degrees 01 minute 09 seconds west, 0.22 feet; thence

(3) South 52 degrees 32 minutes 14 seconds east, 62.50 feet along the aforesaid line and along the common line between Lot 47 and Lot 50 to the common line to Lot 47 and Lot 48 and a found pin and cap; thence

(4) South 37 degrees 27 minutes 46 seconds west, 50.00 feet along the aforesaid line to the northerly line of St. John Street and the point of BEGINNING.

The above described in accordance with a survey prepared by Hatch, Mott, MacDonald, James K. Walz, PLS, NJ License No. 24GS03402400, dated February 2, 2016.

FOR INFORMATION PURPOSES ONLY:

Commonly known as:

811 St. John Street
Cape May, NJ 08204
Block 1061 Lot 47

Tract #4

BEGINNING at a point of intersection between the northeasterly line of St. John Street (40' wide) with the northwesterly line of Lafayette Street (48' wide), thence

1) North 44°27'00" West along said northeasterly line of St. John Street, a distance. of 95.00 feet to a point in the division line between tax lots 47 and 48, block 1061, thence;

2) North 45°88'00" East, along said division line, a distance of 50.00 feet to a point in the division line between tax lots 48 and 49, block 1061, thence;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE C

(Continued)

3) South 44°27'00" East; along said division line, a distance of 95.00 feet to a point in the northwesterly line of Lafayette Street, thence;

4) South 45°83'00" West, along said division line, a distance of 50.00 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY:

Commonly known as:

801 St. John Street

Cape May, NJ 08204

Block 1061 Lot 48, 49

Tract #5

BEING Lot 42 in Block 1061 on the City of Cape May City tax map.

FOR INFORMATION PURPOSES ONLY:

Commonly known as:

825 St. John Street

Cape May, NJ 08204

Block 1061 Lot 42

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIDELITY 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 EXTRACTIONAL 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, Fidelity National Title Insurance Company, a Florida (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 Amount of Insurance 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. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**American Land Title Association
New Jersey Variation**

- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - 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 is not 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 is not 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 is only liable 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**American Land Title Association
New Jersey Variation**

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

11. ARBITRATION

NOTICE:

THE POLICY(IES) TO BE ISSUED PURSUANT TO THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE. BY ACCEPTING THE POLICY, THE COMPANY AND THE PROPOSED INSURED AGREE TO ARBITRATION AND UNDERSTAND AND AGREE THAT, SUBJECT TO THE TERMS OF THE ARBITRATION CLAUSE, THEY ARE BOTH WAIVING THEIR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE THEIR DISPUTES WHICH ARISE OUT OF OR RELATE TO THE POLICY.

All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

The Proposed Insured may opt out of the arbitration provisions contained in the Policy by obtaining a New Jersey Waiver of Arbitration Endorsement. This endorsement is available upon request, and at no cost to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**Cape May County
Document Summary Sheet**

2022020876 Bk X1005 Pgs 781-836
Recorded County of Cape May, NJ
Date 06/20/2022 15:41:29 By WG
Rita N. Rothbers, County Clerk
Recording Fees \$585.00

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

Official Use Only

Submitting Company	Jersey Central Power & Light Company
Document Date (mm/dd/yyyy)	05/05/2022
Document Type	Access and Remediation Agreement
No. of Pages of the Original Signed Document (Including the cover sheet)	58
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)</i> <i>(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)</i> <i>(or Company Name as written)</i>	Address (Optional)
	The County of Cape May		

Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address

Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

***DO NOT REMOVE THIS PAGE.**
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

56p
4n

Prepared By:



Heidi S. Minuskin, Esq.

Record and Return to:

Heidi S. Minuskin, Esq.
Schenck, Price, Smith & King, LLP
220 Park Avenue, PO Box 991
Florham Park, NJ 07932

ACCESS AND REMEDIATION AGREEMENT

This Access and Remediation Agreement ("Agreement") made on the 5th day of May, 2022, between THE COUNTY OF CAPE MAY, whose address is Attn: Kevin Lare, County Administrator, County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210-1601 (fax: (609) 465-6189 ; e-mail address: kevin.lare@co.cape-may.nj.us) (the "County" or "Owner"; it being intended that the term Owner includes County and each and all future owners and operators of or at the County Premises as hereafter defined, and all of their heirs, successors and assigns); and JERSEY CENTRAL POWER & LIGHT COMPANY ("JCP&L") whose address is Attn: Frank D. Lawson, Supervisor - Site Remediation, 300 Madison Ave, P.O. Box 1911, Morristown, New Jersey 07962 (e-mail address: flawson@firstenergycorp.com). Counsel for County is: Jeffrey R. Lindsay, Esq., County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210-1601 (fax #: (609) 465-6885; e-mail address: jeffrey.lindsay@co.cape-may.nj.us), Counsel for JCP&L is: Attn: Heidi S. Minuskin, Esq., Schenck, Price, Smith & King, LLP, 220 Park Avenue, PO Box 991, Florham Park, N.J. 07932-0991 (fax #: (973) 540-7300; e-mail address: hsm@spsk.com). Certain terms are used in this Agreement as defined in Exhibit 1.1 attached hereto, and elsewhere in this Agreement.

RECITALS

A. County owns, uses, and will use, and has or may have property interests in, certain property, parcels, rights-of-way, streets, sidewalks, utilities, or lands as described in the Deed Notice at Exhibit B (the "Premises" or "County Premises"), the nature and locations of which are more particularly described on Exhibit A attached hereto, having the present and anticipated uses which are more particularly set forth on Exhibit A-1. A portion of the County Premises is adjacent to the site of a former MGP Site, identified by DEP itself on its Known Contaminated Site List by Number NJD980789796 and PI Number G000005363. JCP&L is registered with the New Jersey Department of Environmental Protection as the Person Responsible for Conducting Remediation related to the MGP Site.

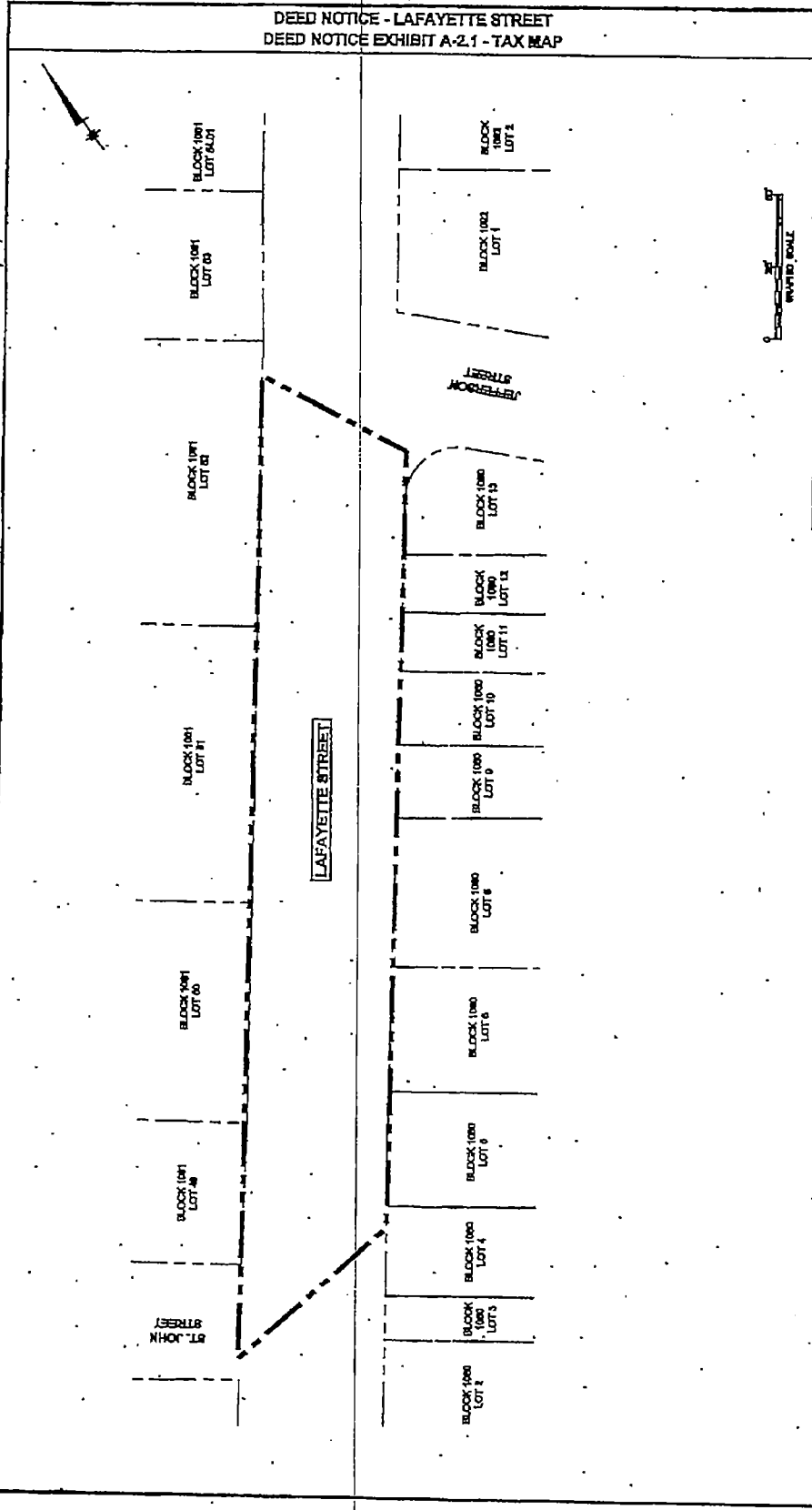
B. JCP&L previously conducted certain Work, as defined below, on or about the County Premises of County and others and the MGP Site in connection with MGP Materials that JCP&L is responsible for investigating and remediating in soils, groundwater and other media. The Work was conducted pursuant to a prior access agreement made between JCP&L and County dated on or about May 4, 2011 ("Prior Access Agreement"). The Prior Access Agreement made between JCP&L and County is and shall be, after the Effective Date, of no force and effect.

C. JCP&L desires, and Owner agrees to permit, JCP&L's MGP Materials to continue to exist on, under and about the County Premises in excess of Unrestricted Use Standards, as

{02796885.DOCX;1}
4879-8023-1048, v. 2

SCHEDULE A

C:\Users\jrcor\Documents\Projects\1000 AM ACADYCE BLOCK (L&S TECH) PROJECT\1000 AM ACADYCE BLOCK (L&S TECH) LAYOUT (A-2).DWG 10/20/2011 10:41 AM BY: STANISLAW CIOCIARZ



DEED NOTICE - LAFAYETTE STREET
DEED NOTICE EXHIBIT A-2.1 - TAX MAP

JERSEY CENTRAL POWER & LIGHT COMPANY
CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
CAPE MAY, NEW JERSEY
DEED NOTICE EXHIBITS
LAFAYETTE STREET

TAX MAP FOR LAFAYETTE STREET

ARCADIS EXHIBIT A-2.1

LEGEND
 --- LIMITS OF RESTRICTED AREA
 --- LOT BOUNDARIES

EXHIBIT A-2.2
METES AND BOUNDS DESCRIPTION
LAFAYETTE STREET
CAPE MAY, NEW JERSEY

COUNTY OF CAPE MAY

ALL THAT CERTAIN LOT, tract or parcel of land and premises situated, lying and being in the City of CAPE MAY, County of CAPE MAY and State of New Jersey, further bounded and described as follows:

BEGINNING at 37756.64 North and 372451.48 East defined in the North American Datum of 1983 (NAD 83) and thence

First: North $37^{\circ} 27' 35.54''$ East 337.08' to a point, being in the northwest side line of Lafayette Street, thence

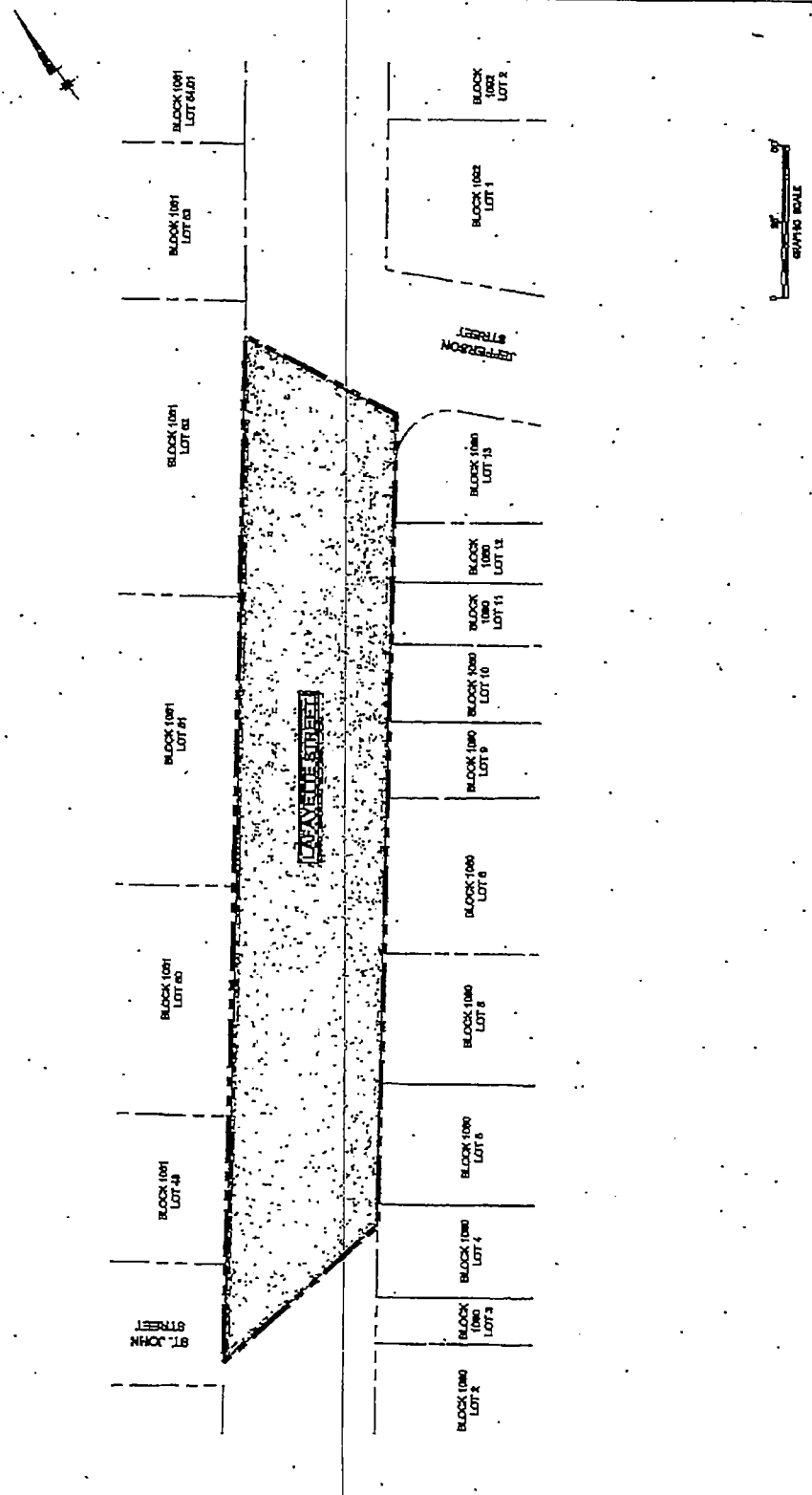
Second: South $26^{\circ} 54' 54.79''$ East 56.29' to a point, being in the northeast side line of Lafayette Street, thence

Third: South $37^{\circ} 35' 27.13''$ West 266.56' to a point, being in the southeast side line of Lafayette Street, thence

Fourth: South $84^{\circ} 49' 18.96''$ West 68.16' to a point being the starting point for the first course in this description.

CD:\Users\pwh\My Documents\Projects\1005-825\1005-825.dwg PLOT: 1005-825.dwg LAYOUT: A-3 DATE: 10/22/2022 10:00 AM ACADVER: 21.08 (1.88 TECH) PLOT: 1005-825.dwg PLOT: 1005-825.dwg

DEED NOTICE - LAFAYETTE STREET
DEED NOTICE EXHIBIT A-3 - PROPERTY MAP



JERSEY CENTRAL POWER & LIGHT COMPANY
CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
CAPE MAY, NEW JERSEY
DEED NOTICE EXHIBITS
LAFAYETTE STREET

LEGEND
LIMITS OF RESTRICTED AREA
LOT BOUNDARIES

PROPERTY MAP

EXHIBIT
A-3

Exhibit C: Planned Work

Actual Work planned includes access to the County Premises for purposes of effectuating the Remediation as set forth in Section 2 of the Access and Remediation Agreement.

No active remediation by excavation is currently planned for the County Premises. Some active remediation by excavation may be required for the nearby Cape May Housing Authority property. If hereafter necessary or advisable, JCP&L and its agents and contractors shall be permitted to connect to and use existing and future utilities (e.g., sewer, water, gas and electricity) at and about the County Premises for Work at JCP&L's expense.

A deed notice, Classification Exception Area, and Remedial Action Permit(s) are and may hereafter be in effect for the County Premises and other properties.

New Governing Documents or Amendments, if required consistent with this Agreement or Law(s), shall promptly be signed and delivered by the then Owner of the County Premises to JCP&L on reasonable demand, and thereafter recorded by or for JCP&L.

A Remedial Action Permit (RAP) for the County Premises will be sought. Each RAP will include requirements for regularly scheduled inspections and reporting by JCP&L and potentially may specify a maintenance program by JCP&L to maintain Controls. The RAP will require JCP&L to provide biennial certifications and periodic renewal of the RAP.

Anticipated Work:

- JCP&L Access for, and conduct of, periodic groundwater sampling (currently semi-annually, but subject to change to satisfy NJDEP requirements) at nearby monitoring wells and periodic groundwater level monitoring (currently quarterly, but subject to change) at nearby piezometers and monitoring wells.
- JCP&L Access for repair, maintenance and replacement of wells and control(s) on and nearby County properties, if any, will be performed when and as needed.
- Inspections when and as required under Law(s) for and by reason of any applicable Deed Notice and RAP, including so that JCP&L can make biennial certifications to NJDEP.
- Inspections and other due diligence when and as required under Law(s) for and by reason of the classification exception area (including to ensure no groundwater use in CEA) and RAP(s), including so that JCP&L can make any required biennial certifications to NJDEP.
- Reporting to NJDEP on or for each particular property including the County Premises, if any, will be performed if, when and as needed.
- Monitoring wells and piezometers located near the County Premises may be abandoned per NJDEP requirements, and access shall be provided for same, if, when and as determined appropriate by JCP&L.

Disclosures to buyers, lenders, transferees, tenants, licensees and occupants will be provided by Owner if, when and as required by Law(s), Deed Notices, CEAs and RAPs.

{02796885.DOCX;1}
4879-6023-1848, v. 2



2022027315 Bk X1009 Pgs 211-284
 Recorded County of Cape May, NJ
 Date 08/30/2022 13:11:00 By CB
 Rita M. Rothbers, County Clerk
 Recordings Fees \$765.00



**Cape May County
Document Summary Sheet**

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

Official Use Only

Submitting Company		Jersey Central Power & Light Company				
Document Date (mm/dd/yyyy)		06/29/2022				
Document Type		Deed Notice				
No. of Pages of the Original Signed Document (including the cover sheet)		74				
Consideration Amount (if applicable)						
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)			Address (Optional)	
	Jersey Central Power & Light Company					
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)			Address (Optional)	
	The City of Cape May					
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address	
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date	
<p> *DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE. </p>						

74
[Signature]

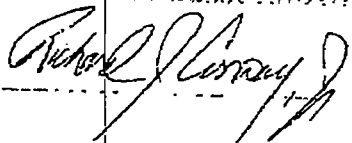
Return Address:
Richard J. Conway, Jr.
Schenck, Price, Smith & King, LLP
220 Park Avenue, PO Box 991
Florham Park, NJ 07932

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., Schenck, Price, Smith & King LLP
[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

29th June, 2022

This Deed Notice is made as of the 29th day of June, 2022, by the City of Cape May, Attn: City Manager, 643 Washington Street, Cape May, New Jersey 08204 (phone: (609) 884-9537; e-mail address: mvoll@capemaycity.com) (together with his/her/its/their successors and assigns, collectively "Owner").



1. THE PROPERTY, The City of Cape May (Attn: City Manager, 643 Washington Street, Cape May, New Jersey 08204 (phone: (609) 884-9537; e-mail address: mvoll@capemaycity.com)) is the owner of certain real property designated as a portion of St. John Street, as well as Block 1061 Lots 37.02, 44, 47, 51, 52, 53, and 54.02 as identified on the tax map of the City of Cape May, Cape May County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is G000005363; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. David Thompson LSRP, License No. 591570 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 (Attn: Environmental Remediation, 300 Madison Avenue, PO Box 1911, Morristown, NJ 07962-1911, fax # 330-436-8159, e-mail address flawson@firstenergycorp.com) 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.

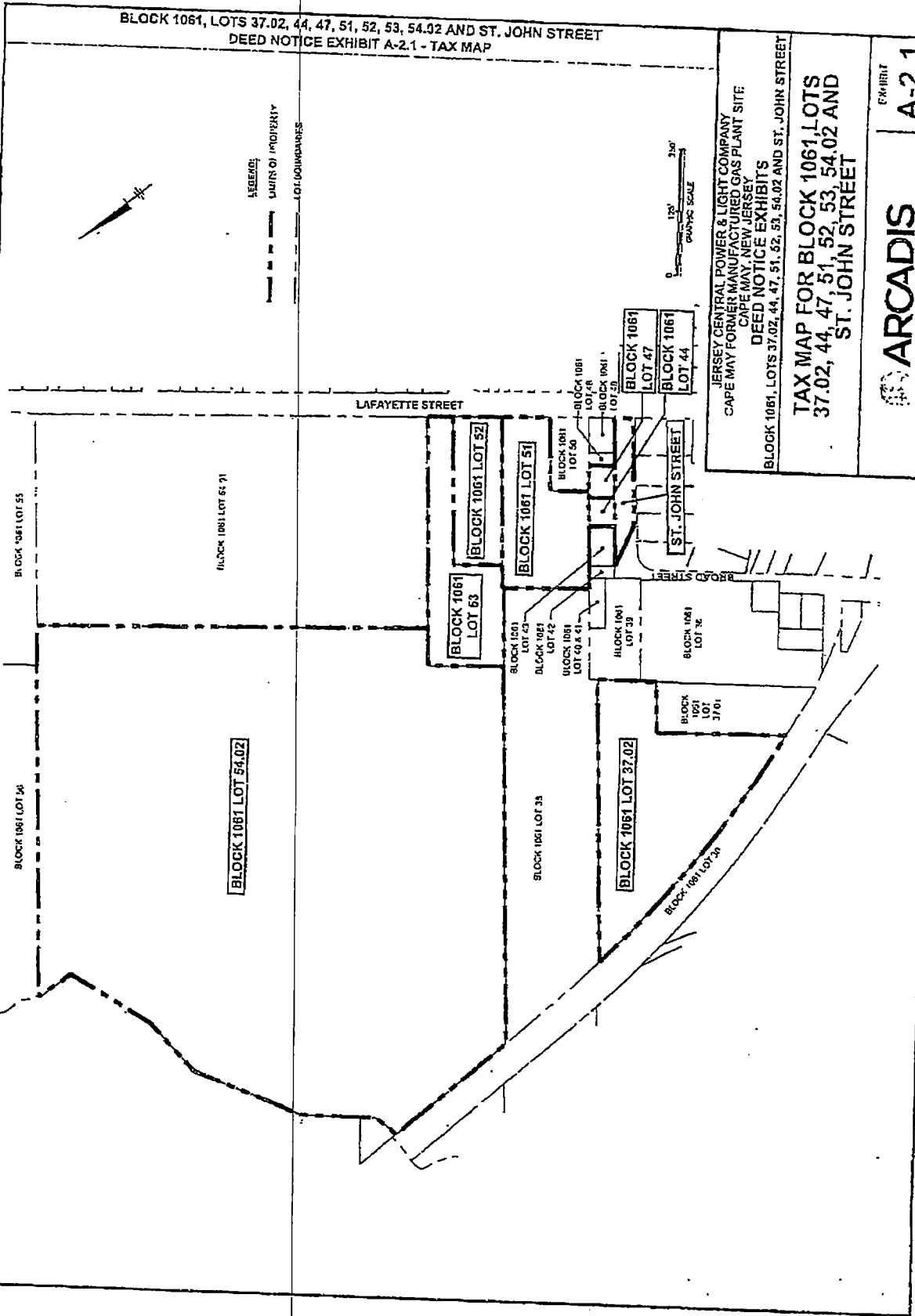
5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description 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.

C:\GIS\GIS\ARC/INFO\WORKSPACE\JCP1_CAPE MAY\JOB SITE-CAPE MAY\New Jersey\Project\1009101 - Progress\01\DEMARCATION\COM\PARA 2\1.dwg LAYOHI - 2 - SANFD 03/17/21 10:48 AM ACQUIVER 2405(CAS) (ECL) PARSEFILE.PW A 1009101 (ARL) PL PLAN 011



JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 CAPE MAY, NEW JERSEY
 DEED NOTICE EXHIBITS
 BLOCK 1061, LOTS 37.02, 44, 47, 51, 52, 53, 54.02 AND ST. JOHN STREET

TAX MAP FOR BLOCK 1061, LOTS 37.02, 44, 47, 51, 52, 53, 54.02 AND ST. JOHN STREET

ARCADIS EXHIBIT **A-2.1**

EXHIBIT A-2.2.2A
METES AND BOUNDS DESCRIPTION
BLOCK 1061, LOT 44
CAPE MAY, NEW JERSEY



PROPERTY DESCRIPTION
TAX BLOCK 1061, LOT 44
CITY OF CAPE MAY
CAPE MAY COUNTY, NEW JERSEY

BEGINNING at a point in the northeasterly line of St. John Street (40' wide) at the division line between tax lots 44 and 47, block 1061, said point being a distance of 157.50' northwestwardly from the intersection of the aforementioned northeasterly line of St. John Street with the northwesterly line of Lafayette Street (48' wide), thence;

1) North 44°27'00" West, along said northeasterly line of St. John Street a distance of 56.50 feet to a point in the division line between tax lots 43 and 44, block 1061, thence;

2) North 45°33'00" East, along said division line, a distance of 50.00 feet to a point in the division line between tax lots 44 and 51, block 1061, thence;

3) South 44°27'00" East, along said division line, a distance of 56.50 feet to a point in the division line between tax lots 44 and 47, block 1061, thence;

4) South 45°33'00" West, along said division line, a distance of 50.00 feet to the point and place of BEGINNING.

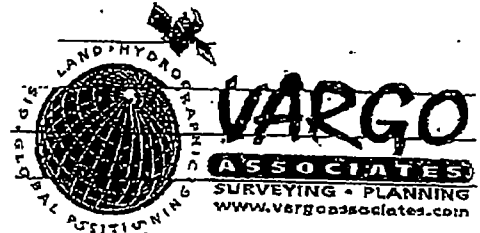
Subject property contains 2,825.00 s.f., more or less.

Originally Prepared by Surveyor:
July 12, 2004

Being and intended to be the same property conveyed to Mary Jane Barrett by Charles Kelly and Mary Jane Barrett by Deed dated on or about June 3, 2011 and recorded in Cape May County in Deed Book 3457 at Pages 946 et seq. on or about June 10, 2011.

MAILING ADDRESS: P.O. Box 607, Stephentown, NJ 08022-0607 • P.856.694.1716 • F.856.694.3102
DELIVERIES: 2271 Cassa Nova, Franklinton, NJ 08522

EXHIBIT A-2.2.2B
METES AND BOUNDS DESCRIPTION
BLOCK 1061, LOT 47
CAPE MAY, NEW JERSEY



PROPERTY DESCRIPTION
TAX BLOCK 1061, LOT 47
CITY OF CAPE MAY
CAPE MAY COUNTY, NEW JERSEY

BEGINNING at a point in the northeasterly line of St. John Street (40' wide) at the division line between tax lots 47 and 48, block 1061, said point being a distance of 95.00' northwestwardly from the intersection of the aforementioned northeasterly line of St. John Street with the northwesterly line of Lafayette Street (48' wide), thence;

1) North 44°27'00" West, along said northeasterly line of St. John Street a distance of 62.50 feet to a point in the division line between tax lots 44 and 47, block 1061, thence;

2) North 45°33'00" East, along said division line, a distance of 50.00 feet to a point in the division line between tax lots 47, 50 and 51, block 1061, thence;

3) South 44°27'00" East, along said division line, a distance of 62.50 feet to a point in the division line between tax lots 47 and 48, block 1061, thence;

4) South 45°33'00" West, along said division line, a distance of 50.00 feet to the point and place of BEGINNING.

Subject property contains 3,125.00 s.f., more or less.

September 27, 2004

Prepared by:

Michael R. Vargo
Professional Land Surveyor
N.J. License #83182

Project #99016TS

MAILING ADDRESS: PO Box 647, Franklinville, NJ 08322-0647, P. 856.694.1716, F. 856.694.2102
DELIVERIES: 2771 Oelsa Drive, Franklinville, NJ 08322

EXHIBIT A-2.2.5
METES AND BOUNDS DESCRIPTION
ST. JOHN STREET
CAPE MAY, NEW JERSEY

CITY OF CAPE MAY

ALL THAT CERTAIN LOT, tract or parcel of land and premises situated, lying and being in the City of CAPE MAY, County of CAPE MAY and State of New Jersey, further bounded and described as follows:

BEGINNING at 37756.06 North and 372445.13 East defined in the North American Datum of 1983 (NAD 83) and thence

First: North 52° 52' 46.77" West 67.26' to a point, being in the southwest side line of St. John Street, thence

Second: North 52° 50' 54.57" West 77.31' to a point, being in the southwest side line of St. John Street, thence

Third: North 52° 21' 9.54" West 47.90' to a point, being in the southwest side line of St. John Street, thence

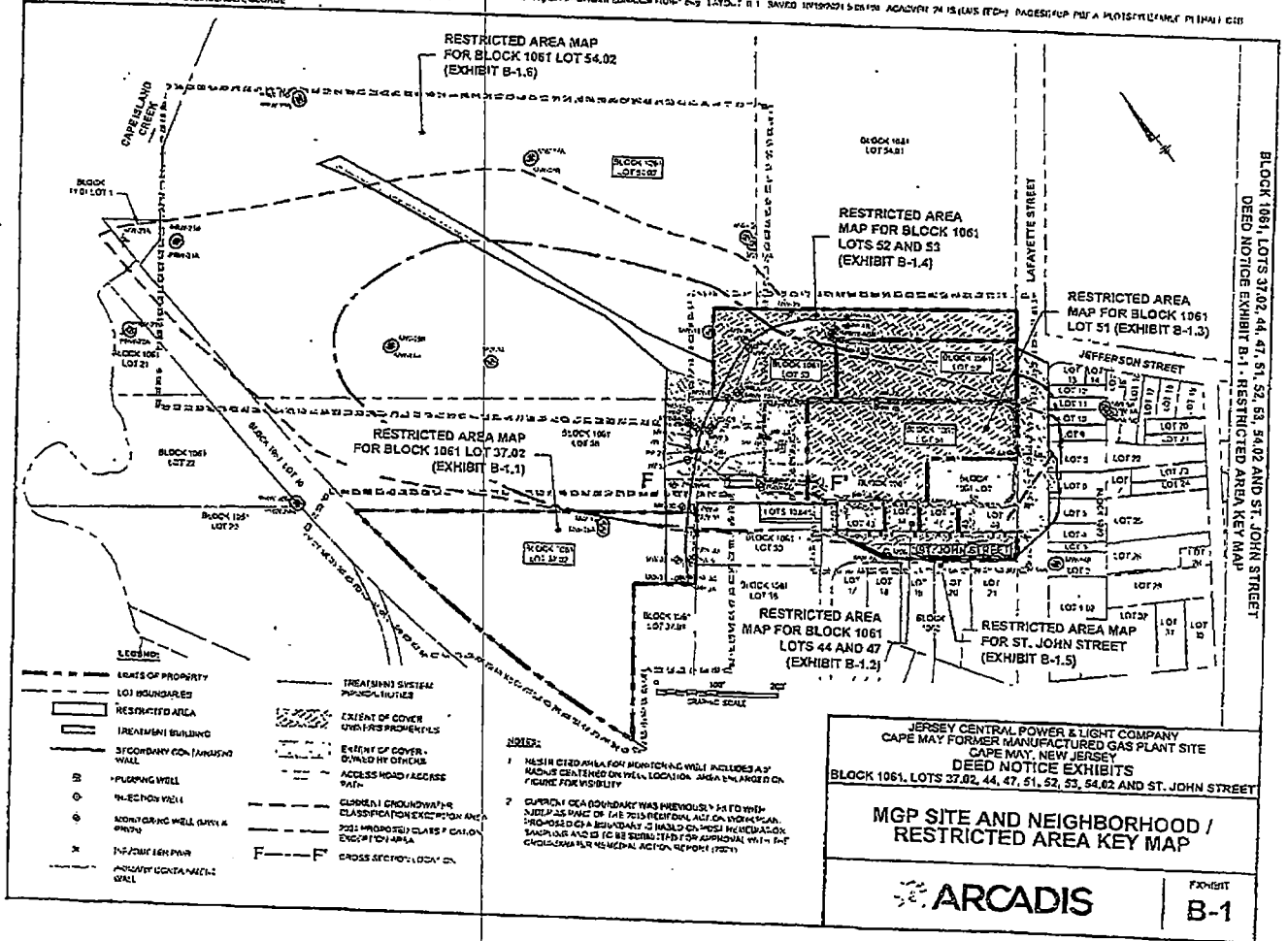
Fourth: North 50° 44' 23.15" West 15.20' to a point, being in the southwest side line of St. John Street, thence

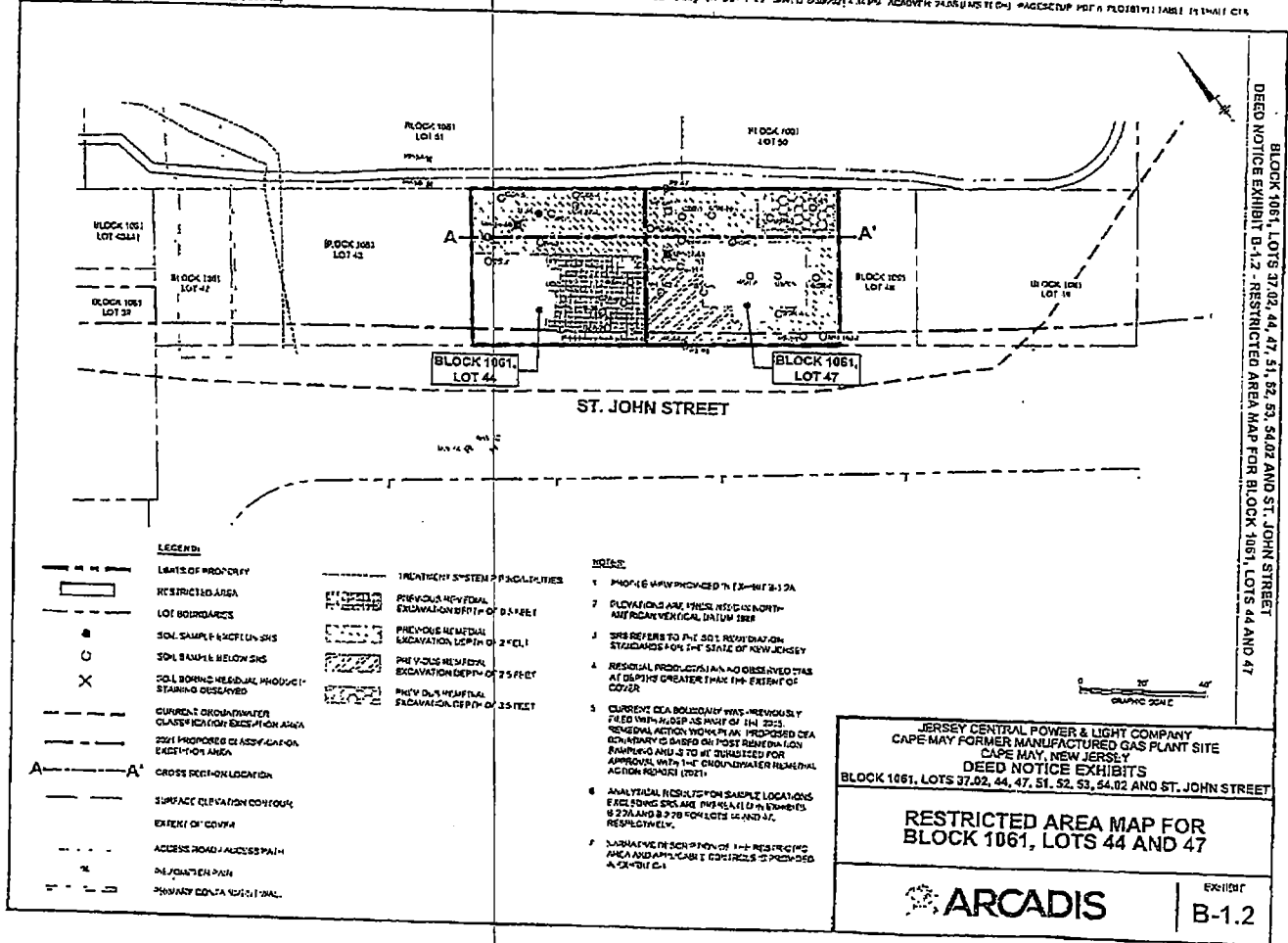
Fifth: North 27° 51' 56.62" West 87.65' to a point, being in the northwest side line of St. John Street, thence

Sixth: South 52° 32' 24.46" East 292.00' to a point, being in the northeast side line of St. John Street, thence

Seventh: South 36° 57' 4.47" West 26.92' to a point, being in the southeast side line of St. John Street, thence

Eighth: South 64° 53' 52.83" West 10.69' to a point being the starting point for the first course in this description.





BLOCK 1061, LOTS 37, 42, 44, 47, 51, 52, 53, 54, 62 AND ST. JOHN STREET
 DEED NOTICE EXHIBIT B-1.2 - RESTRICTED AREA MAP FOR BLOCK 1061, LOTS 44 AND 47

DEED NOTICE BLOCK 1061 LOTS 37.02, 44, 47, 51, 52, 53, 54.02, AND ST. JOHN STREET

DEED NOTICE EXHIBIT C-2.3

ENGINEERING CONTROL: GROUNDWATER MONITORING SYSTEM ("GMS")

Engineering controls are hereby placed on the Property as shown on Exhibit B-1 as the Restricted Area. A description of the engineering controls applicable to the Restricted Area are presented below.

(A) Description of the Engineering Controls - GMS.

The Property is as set forth on Exhibit A-3. The Restricted Areas are shown on Exhibits B-1.1, B-1.2, B-1.3, B-1.4, B-1.5, and B-1.6.

The GMS engineering control consists of ground water monitoring wells (MW) located on Deed Notice Block 1061 Lot 37.02 (identified as MW-15, MW-15A, MW-32, MW-33, and MW-34 on Exhibit B-1.1), Block 1061 Lot 53 (identified as MW-10C, MW-25, MW-26, MW-27, PRW-8AR, PRW-8BR, PRW-8C, PRW-10, and PRW-10A on Exhibit B-1.4), Block 1061, Lot 54.02 (identified as MW-11, MW-12, MW-12A, MW-14, MW-17A, MW-17B, MW-18A, MW-18B, PRW-19A, PRW-19B, PRW-21A and PRW-21B on Exhibit B-1.6), and St. John Street (identified as MW-7A and MW-7C on Exhibit B-1.5), which permit measurement of ground water levels and sampling for ground water quality above the clay confining unit.

Data collected from the GMS on the Property will be integrated with the data collected from other GMS components on other lots.

(B) The Objective of the Engineering Controls - GMS.

The objective of the engineering control is to preserve the MWs within the Property and thereby the ability to monitor groundwater levels and quality.

(C) How the Engineering Control - GMS is Intended to Function.

No person shall disturb the MW, or the area which is within a five (5) foot radius centered on each MW, or damage, alter or remove the MW, or otherwise disrupt their operations or integrity, except with both (i) prompt repair and restoration of the MW, and (ii) full compliance with this Deed Notice and applicable law. The routine, periodic or emergent operation, expansion, maintenance, repair and replacement of utility wires, pipes, poles, access and service points and connections and equipment, above or below ground, and the use and enjoyment of the surface above restricted areas, including within the five (5) foot radius of the MW, 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 (e.g., the alteration, or removal of the MW for the installation, repair, replacement, maintenance or expansion of a subsurface sewer line under the surface would be an activity that would need to comply with the provisions of the Deed Notice regulating such disturbances).



**Cape May County
Document Summary Sheet**



2024029078 Bk 04150 Pgs 242-250
Recorded County of Cape May, NJ
Date 01/12/2024 09:42:01 By WG
Rita M. Rothberg, County Clerk
Recording Fees \$115.00

CAPE MAY COUNTY CLERK PO BOX 5000 7 NORTH MAIN STREET CAPE MAY COURT HOUSE NJ 08210-5000	Return Name and Address Gillin-Schwartz Law LLC 1252 NJ Route 109 Cape May, NJ 08204
--	--

Above Space For Official Use Only

Submitting Company		Gillin-Schwartz Law LLC			
Document Date (mm/dd/yyyy)		12/20/2023			
Document Type		NJDEP Permit			
No. of Pages of the Original Signed Document (Including the cover sheet)		9			
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)			
	NJDEP Watershed & Land Management				
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)			
	City of Cape May				
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	City of Cape May	1081	42, 51, 53 54.01, 54.02		
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
9p 30ms		<p>*DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</p>			



STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 WATERSHED & LAND MANAGEMENT
 Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
 Telephone: (609) 777-0454 or Fax: (609) 777-3656
 www.nj.gov/dep/landuse



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purposes of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		<p>Approval Date December 20, 2023</p>
		<p>Expiration Date December 19, 2028</p>
<p>Permit Number(s): 0502-05-0004.2 LUP230001</p>	<p>Type of Approval(s): CZM GP13 Recreational Facility at Public Park FWW GP17 Trails/Boardwalks Water Quality Certificate</p>	<p>Governing Rule(s): N.J.A.C. 7:7-1.1(a) N.J.A.C. 7:7A-1.1(a)</p>
<p>Permittee: City Of Cape May 643 Washington Street Cape May, NJ 08204</p>	<p>Site Location: Block(s) & Lot(s): [1061, 42] [1061, 51] [1061, 53] [1061, 54.01] [1061, 54.02] Municipality: Cape May City County: Cape May</p>	
<p>Description of Authorized Activities: This document authorizes the construction of a 6 foot wide and approximately 2,400 linear foot ADA accessible concrete pathway and boardwalk trail including two (2) ramps for access from the concrete walkway to the boardwalk and four (4), 12' x 23' viewing platforms, on the parcel(s) referenced above.</p> <p>This project is authorized under and in conditional compliance with the applicable Coastal Zone Management Rules (N.J.A.C. 7:7-1.1 et seq.), as amended on October 5, 2021, provided that all conditions to follow are met.</p> <p>The Division of Land Use Regulation has reviewed the referenced application for General Permit and Transition Area Waiver authorization pursuant to the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-7. The activities allowed by this authorization shall comply with applicable conditions noted at N.J.A.C. 7:7A-5.7, 7.17, and 20.2. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetland Protection Act (N.J.S.A. 13:9B-1 et. seq.).</p> <p><i>The Department has determined that the herein approved activities meet the requirements of the (FHLCA/CZM) rules. This approval does not obviate the local Floodplain Administrator's responsibility to ensure all development occurring within their community's Special Flood Hazard Area is compliant with the local Flood Damage Prevention Ordinance, and minimum NFIP standards, regardless of any state-issued permits. FEMA requires communities to review and permit all proposed construction or other development within their SFHA in order to participate in the NFIP.</i></p>		
<p>Prepared by: Alison Aсталos</p>	<p>Received and/or Recorded by County Clerk:</p>	
<p>If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.</p>		
<p>This permit is not valid unless authorizing signature appears on the last page.</p>		

STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7-29; N.J.A.C. 7:7A-22.

FWW GR17 Trails/Boardwalks	Permanent Disturbance (Acres)	Temporary Disturbance (Acres)
Freshwater wetlands	0.051	0
Transition areas	0.178	0
State open waters	0	0

PRE-CONSTRUCTION CONDITIONS:

1. To avoid direct impacts to Northern Long-eared Bat, Tricolored Bat (proposed federal listing), as well as nesting migratory bird species, the Permittee shall adhere to a seasonal restriction on the clearing of all woody vegetation from April 1 through September 30 of each calendar year.
2. To reduce the risk of harm to State-listed Ospreys, Black-crowned Night Heron, as well as Diamondback Terrapins, and potential violation of the NJ Endangered and Nongame Species Conservation Act (ENSCA; N.J.S.A. 23:2a-1-13), and to reduce the risk of direct impacts to sensitive habitat, the Permittee shall adhere to a seasonal restriction on construction of the proposed trail / boardwalk.
3. To protect vernal pool breeding species, including Cope's Gray Treefrogs, no project activities may occur within freshwater during the breeding season from February 15 through September 1 of each calendar year.
4. Prior to the commencement of site preparation, disturbance, grading, clearing or construction activity the permittee shall erect a silt/debris fence around the footprint of all proposed activities (temporary and permanent) sufficient to exclude small wildlife species from entering the proposed construction area. Any small wildlife found within harm's way, within the enclosed work space, must be safely relocated beyond the exclusion fence. The fence must be monitored weekly by a qualified herpetologist and maintained in satisfactory working condition until project completion. Please note the qualified herpetologist is required to obtain a scientific collecting permit from NJDEP, Division of Fish and Wildlife, Endangered and Nongame Species Program (ENSP) (http://www.state.nj.us/dep/fgw/exotic_apps.htm). Any nongame wildlife found must be reported to ENSP (<http://www.state.nj.us/dep/fgw/ensp/rprtform.htm>), and relocated outside of the proposed work area. The Department reserves the right to suspend all regulated activities onsite should it be determined that the permittee has not taken proper precautions to ensure continuous compliance with this condition.
5. Prior to the commencement of site clearing, grading, or construction onsite, the permittee shall install a sediment barrier at the limits of disturbance authorized herein, which is sufficient to prevent the sedimentation of the remaining freshwater wetlands and transition areas and shall serve as a physical barrier protecting these areas from encroachment by construction vehicles or other soil-disturbing activities. All sediment barriers and soil erosion control measures shall be kept in place and maintained throughout the duration of construction, until such time that the site is stabilized.

SPECIAL CONDITIONS:

1. The height of the boardwalk over mapped coastal wetlands shall be a minimum of 4 feet.
2. This authorization to conduct activities in wetlands and/or waters includes the issuance of a Water Quality Certificate.
3. The authorized activities shall comply with the applicable conditions set forth under N.J.A.C. 7:7A-5.7, 7.17, and 20.2. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et. seq.). Any additional un-permitted disturbance of freshwater wetlands, State open waters, or transition areas besides that shown on the approved plans shall be considered a violation of the Freshwater Wetlands Protection Act Rules unless the activity is exempt or a permit is obtained from the Department prior to the start of the disturbance.
4. The Department has determined that the freshwater wetlands affected by this permit authorization are of exceptional resource value and the standard transition area or buffer required adjacent to these wetlands is 150 feet. This general permit includes a transition area waiver, which allows encroachment only in that portion of the transition area, which has been determined by the Department to be necessary to accomplish the regulated activities. Any additional regulated activities conducted within the standard transition area onsite shall require a separate transition area waiver from the Division. Regulated activities within a transition area are defined at N.J.A.C. 7:7A-2.3. Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing Rules (N.J.A.C. 7:7A) for additional information.
5. This authorization for a General Permit is valid for a term not to exceed five years from the date of this permit. If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit, the permittee must apply for and obtain a permit extension or a new permit, prior to the permit's expiration. If the term of the authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, or is not reissued, the applicant must comply with the requirements of the new regulations by applying for a new GP authorization or an Individual permit.
6. This permit does not authorize any wetlands lines shown on the approved plan.
7. Construction equipment shall not be stored, staged, or driven within any channel, freshwater wetland or transition area, unless expressly approved by this permit and/or described on the approved plans.
8. The permittee shall take all measures necessary to ensure the authorized activities do not alter or interfere with the natural hydrology of the area.
9. The permittee shall ensure that all regulated activities and disturbances to regulated areas is the minimum necessary to accomplish the project, including disturbances to vegetation necessary for equipment access.
10. Any soil disturbance within freshwater wetlands, transition areas, or State open waters that is caused by a soil boring greater than six inches in diameter shall be restored to preexisting elevations and retain its original soil layers.
11. Vegetation within 150 feet of the top of the bank, or edge of water shall only be disturbed in the areas specifically shown on the approved drawing/s. No other vegetation within 150 feet of the top of any

- stream bank, or edge of water, onsite shall be disturbed for any reason. This condition applies to all channels onsite regardless of the contributory drainage area.
12. Upon completion of the project, all temporarily disturbed areas within 150 feet of the top of any stream bank, or edge of water, onsite shall be restored to original topography and replanted with indigenous, non-invasive vegetation in accordance with N.J.A.C. 11.2.
 13. The use of plastic under landscaped or gravel areas are prohibited. All sub-gravel liners must be made of filter cloth or other permeable material.
 14. All areas of temporary disturbance shall be restored to their pre-existing condition and grade.
 15. All debris, wood, trash, and other loose materials shall be discarded and legally disposed of offsite. The applicant shall take special care that no debris enters or remains in the water.
 16. Upon completion of the project, the permittee shall incorporate trail features designed to educate users about the importance of freshwater wetland and open water ecosystems.
 17. All excavated material shall be disposed of in a lawful manner. For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater wetland, and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
 18. For the purposes of this permit, the Department has determined that this project is not a Major Development as defined in the Stormwater Management rules at N.J.A.C. 7:8-1.2. Therefore, the Department did not review the proposed project for compliance with these rules.
 19. The decision to grant this permit did not include a structural review of the proposed activities with regard to the International Building Code; nor did it include a comparative review of any local flood ordinances which may apply. As such, the proposed structure/s may not fully comply with the provisions of the International Building Code or meet the requirements of the appropriate local flood ordinances. Consequently, the construction official for the municipality in which this project is located may reserve the right to modify the design of or deny the erection of those structures which do not meet the appropriate flood ordinances or construction codes which are within local jurisdiction.
 20. All foundations, slabs, footings, and walls of the proposed structure/s shall be designed to resist uplift, flotation, collapse, and displacement due to hydrostatic and hydrodynamic forces resulting from flooding up to an elevation of one foot above the flood hazard area design flood elevation. Furthermore, all structural components shall be designed to resist the same forces.

STANDARD CONDITIONS:

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.

4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
 - i. A description of the noncompliance and its cause;
 - ii. The period of noncompliance, including exact dates and times;
 - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
 - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
 - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and

- iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
23. A permit can be modified, suspended, or terminated by the Department for cause.
24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit email notification to the Bureau of Coastal & Land Use Compliance & Enforcement at CLU_tomsriver@dep.nj.gov at least 3 days prior to commencement of site preparation and/or regulated activities, whichever comes first. The notification shall include proof of completion of all pre-construction conditions, including proof of recording of permits, approved

plans and/or conservation easements, if required. The permittee shall allow an authorized Bureau representative on the site to inspect to ensure compliance with this permit.

27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to Watershed & Land Management at the address listed on page one of this permit.

APPROVED PLAN(S):

The drawing hereby approved consists of one (1) sheet prepared by Engineering Design Associates, P.A., dated 5/24/2023, unrevised, and entitled:

"NJDEP FWW GP# 17 & COASTAL GP#13 PLAN BLOCK 1061, LOTS 42, 51, 53, 54.01, & 54.02 CITY OF CAPE MAY CAPE MAY COUNTY, NEW JERSEY"

APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at www.nj.gov/dep/bulletin). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at www.nj.gov/dep/landuse/forms.html). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Administrative Hearings and Dispute Resolution, Attention: Adjudicatory Hearing Requests, Mail Code 401-07A, P.O. Box 420, 401 East State Street, 7th Floor, Trenton, NJ 08625-0420. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see www.nj.gov/dep/odr for more information on this process.

If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management's Technical Support Call Center at (609) 777-0454.

Approved By:

Carlene Purzycki 2023.12.20
13:40:42 -05'00'

Carlene Purzycki, Environmental Specialist 3
Land Resource Protection

c: Municipal Clerk, Cape May City
Municipal Construction Official, Cape May City
Agent (original) – Carol Tutelian

EDA

Engineers - Landscape Architects - Planners



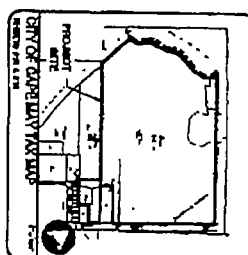
FIELD FLOOD MAP



COASTAL WETLANDS MAP

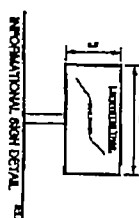
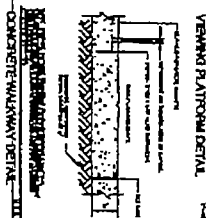
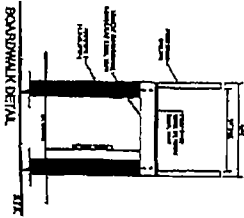


WETLANDS MAP

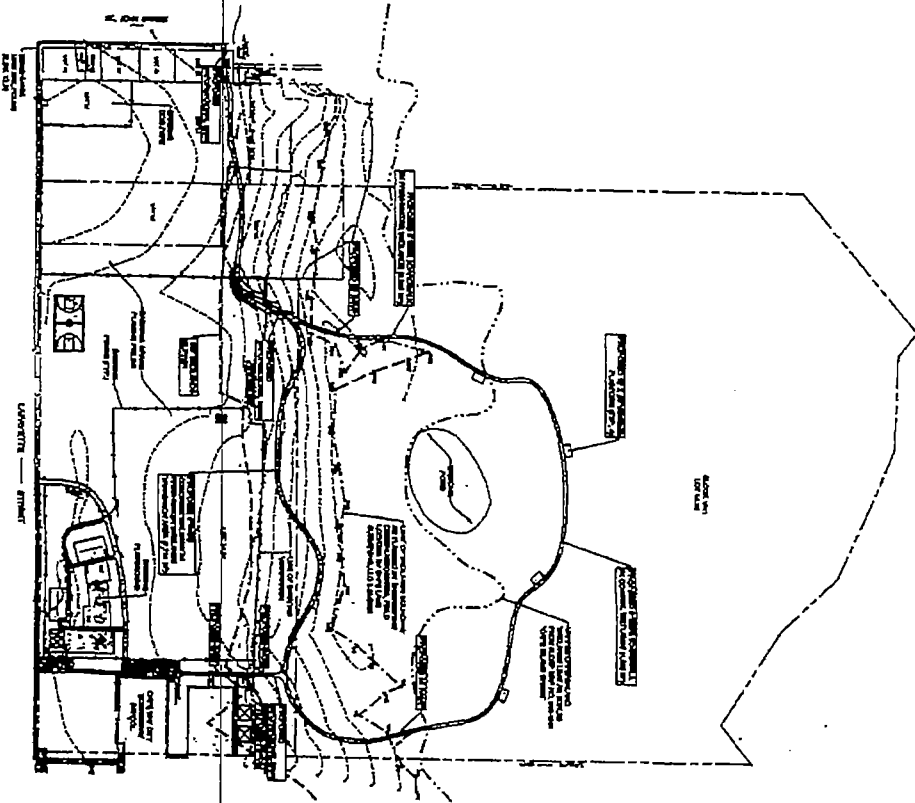


PLAN VIEW OF COASTAL WALKWAY

**NJDEP FWW GP #17
COASTAL GP #13**



1. Material: ...
2. ...
3. ...
4. ...



<p>EDA</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>	<p>Professional Engineer Seal</p>
<p>Project: NJDEP FWW GP #17 & COASTAL GP #13</p>	<p>Block: 1081, Lots 42, 51, 53, 54.01 & 54.02</p>	<p>City: CAPE MAY</p>	<p>County: CAPE MAY COUNTY, NEW JERSEY</p>	<p>Project: NJDEP FWW GP #17 & COASTAL GP #13</p>	<p>Block: 1081, Lots 42, 51, 53, 54.01 & 54.02</p>	<p>City: CAPE MAY</p>	<p>County: CAPE MAY COUNTY, NEW JERSEY</p>	<p>Project: NJDEP FWW GP #17 & COASTAL GP #13</p>	<p>Block: 1081, Lots 42, 51, 53, 54.01 & 54.02</p>



**Cape May County
Document Summary Sheet**



2022035146 Bk X1012 Pgs 226-265
Recorded County of Cape May, NJ
Date 11/30/2022 10:45:51 By JK
Rita M. Rothbers, County Clerk
Recording Fees \$425.00

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

Official Use Only

Submitting Company		Jersey Central Power & Light Company			
Document Date (mm/dd/yyyy)		09/30/2022			
Document Type		Deed Notice			
No. of Pages of the Original Signed Document (including the cover sheet)		40			
Consideration Amount (if applicable)					
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) <small>(Last Name First Name Middle Initial Suffix) or Company Name as written</small>	Address (Optional)			
	Jersey Central Power & Light Company				
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) <small>(Last Name First Name Middle Initial Suffix) or Company Name as written</small>	Address (Optional)			
	The City of Cape May				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	City of Cape May	1061	43		
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

40
JKK

***DO NOT REMOVE THIS PAGE.
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CAPE MAY COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

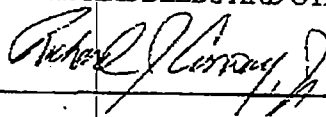
Return Address:
Richard J. Conway, Jr.
Schenck, Price, Smith & King, LLP
220 Park Avenue, PO Box 991
Florham Park, NJ 07932

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., Schenck, Price, Smith & King LLP

Recorded by:
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

26

October, 2022

This Deed Notice is made as of the 26 day of October, 2022, by the Jersey Central Power & Light Company (JCP&L) Attn: Environmental Remediation, 300 Madison Avenue, PO Box 1911, Morristown, NJ 07962-1911 (Fax # 330-436-8159; flawson@firstenergycorp.com) (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. Jersey Central Power & Light Company (Attn: Environmental Remediation, 300 Madison Avenue, PO Box 1911, Morristown, NJ 07962-1911 (Fax # 330-436-8159; flawson@firstenergycorp.com)) is the owner of certain real property designated as Block 1061 Lot 43, as identified on the tax map of the City of Cape May, Cape May County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is PI 991830; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. David Thompson LSRP, License No. 591570 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.

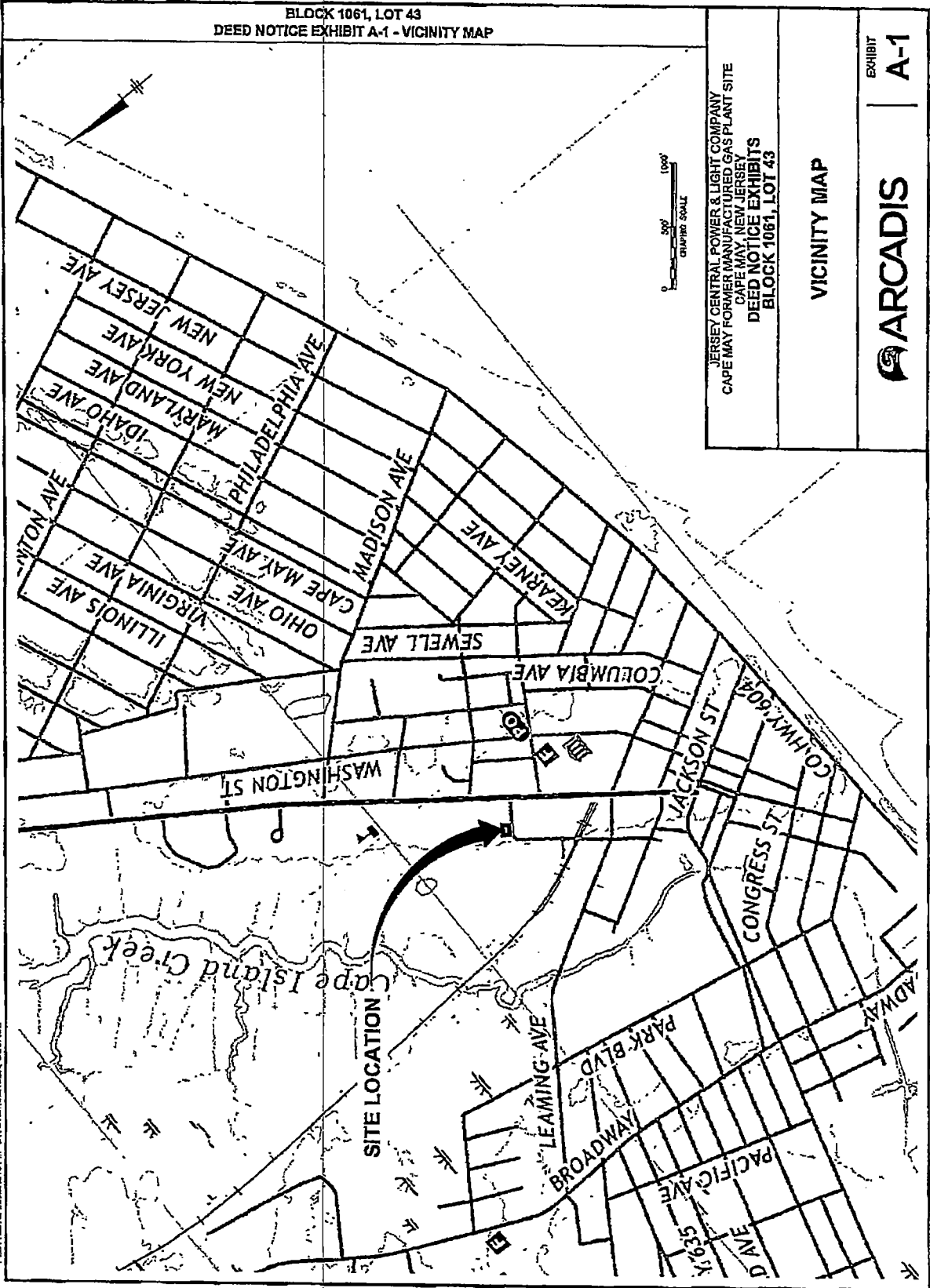
5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description 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.

C:\Users\jst\Documents\ArcGIS\MapXpress\Projects\10-DWG\DEED-107-LA3-FG0A-1.dwg LAYOUT: A-1 SAVED: 8/30/2022 3:53 PM ACADVER: 24.19 (LIS TECH) PAGESETUP: PDF A PLOTSTYLETABLE: P1TRALUF.CTB
 PLOTTED: 8/12/2022 2:48 PM BY: STEINBERGER, GEORGE



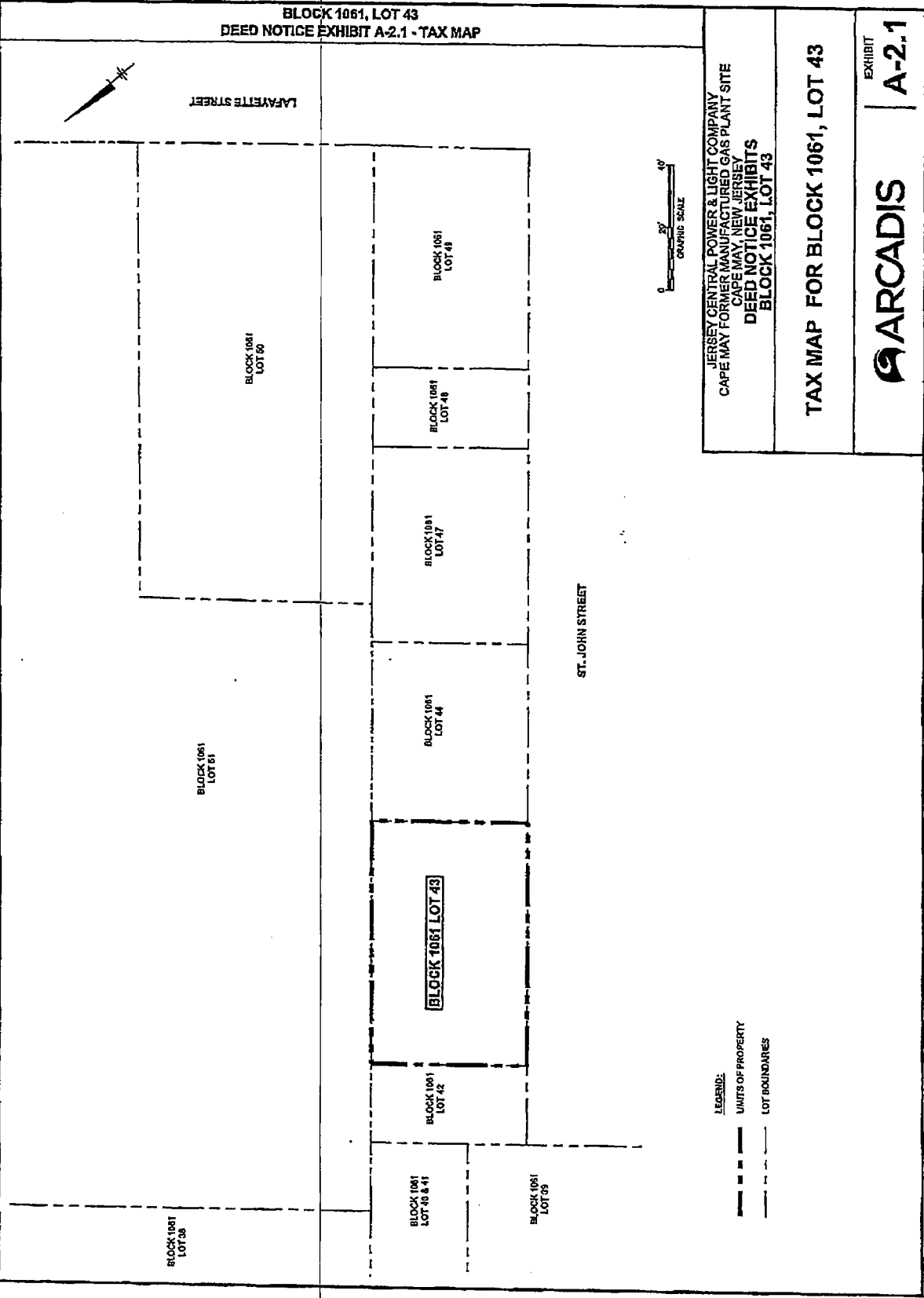
BLOCK 1061, LOT 43
 DEED NOTICE EXHIBIT A-1 - VICINITY MAP

JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 CAPE MAY, NEW JERSEY
 DEED NOTICE EXHIBITS
 BLOCK 1061, LOT 43

VICINITY MAP

ARCADIS | EXHIBIT A-1

C:\Users\mchickson\Documents\GIS\CAPE MAY\HOT SITE\CAPE MAY New Jersey\Project Files\2020\In Progress\01-DWOP\BONUDPL-LAS-FIG-A-2.1 LAYOUT-A-2.1_SAVED-800023-538 PM_ACADYERU 24.15 (NAS TR01) PAGESETUP.PDF A PLOTSTYLETABLE: PLOT1A1.PLOT
 PLOTTED: 07/02/2021 2:48 PM BY: STEPHEN W. GUNTER



JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 CAPE MAY, NEW JERSEY
DEED NOTICE EXHIBITS
BLOCK 1061, LOT 43

TAX MAP FOR BLOCK 1061, LOT 43

ARCADIS | EXHIBIT **A-2.1**

Exhibit A-2.2.1
Metes and Bounds Description
Block 1061, Lot 43
Cape May, New Jersey

BEGINNING at a point in the Northeasterly line of St. John Street (40 feet wide) at the division line between Tax Lot 43, the herein described premises, and Lot 44, both in Block 1061, said point being a distance of 214.00 feet northwestwardly from the intersection of the forementioned northeasterly line of St. John Street with the northwestery line of Lafayette Street (40 feet wide), and running; thence

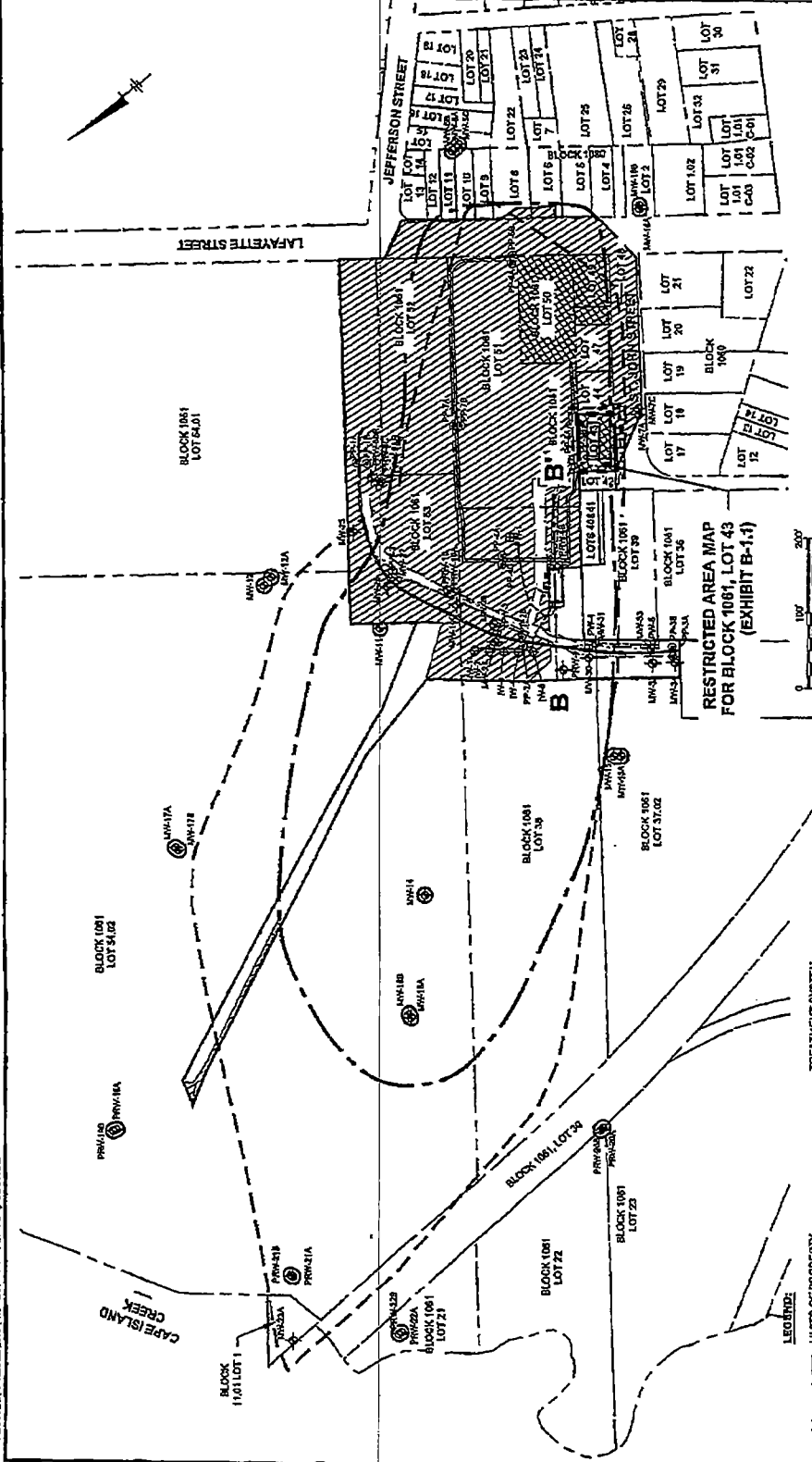
- (1) Along the northeasterly line of St. John Street and passing through a portion of an existing masonry dwelling, North 44 degrees 27 minutes 00 seconds West, a distance of 78.00 feet to a point in the division line between Tax Lots 42 and 43, Block 1061; thence
- (2) Along said division line, North 45 degrees 33 minutes 00 seconds East, a distance of 50.00 feet to a point in the division line between Tax Lots 42, 43 and 51, Block 1061; thence
- (3) Along said division line, South 44 degrees 27 minutes 00 seconds East, a distance of 78.00 feet to a point in the division line between Tax Lots 43 and 44, Block 1061; thence
- (4) Along said division line, South 45 degrees 33 minutes 00 seconds West, a distance of 50.00 feet to a point in the northeasterly line of St. John Street and the point and place of BEGINNING.

The above description was prepared in accordance with a survey made by Vargo Associates, Land Surveying & Planning, dated February 09, 2000.

BEING known as Lot No. 43 in Block 1061 on the Tax Map, City of Cape May, in the County of Cape May.

The above description was originally prepared and presented in a Deed (File Number 2000040708672) recorded with the County on April 7, 2000, in Book 2851 Page 938 .

BLOCK 1061, LOT 43
 DEED NOTICE EXHIBIT B-1 - RESTRICTED AREA KEY MAP



RESTRICTED AREA MAP
 FOR BLOCK 1061, LOT 43
 (EXHIBIT B-1:1)



LEGEND:

- | | | | |
|-----|----------------------------|-----|-------------------------------------|
| --- | LIMITS OF PROPERTY | --- | TREATMENT SYSTEM PIPING/UTILITIES |
| --- | LOT BOUNDARIES | ▨ | EXTENT OF COVER - OWNERS PROPERTIES |
| ▨ | RESTRICTED AREA | ▨ | EXTENT OF COVER - OWNED BY OTHERS |
| ▨ | TREATMENT BUILDING | --- | ACCESS ROAD / ACCESS PATH |
| ▨ | SECONDARY CONTAINMENT WALL | --- | CROSS SECTION LOCATION |
| ⊙ | PUMPING WELL | --- | PIVOT POINT |
| ⊙ | INJECTION WELL | --- | CROSS SECTION LOCATION |
| ⊙ | MONITORING WELL (MW & PIV) | --- | CROSS SECTION LOCATION |
| ⊙ | PIEZOMETER PAIR | --- | CROSS SECTION LOCATION |
| --- | PRIMARY CONTAINMENT WALL | --- | CROSS SECTION LOCATION |

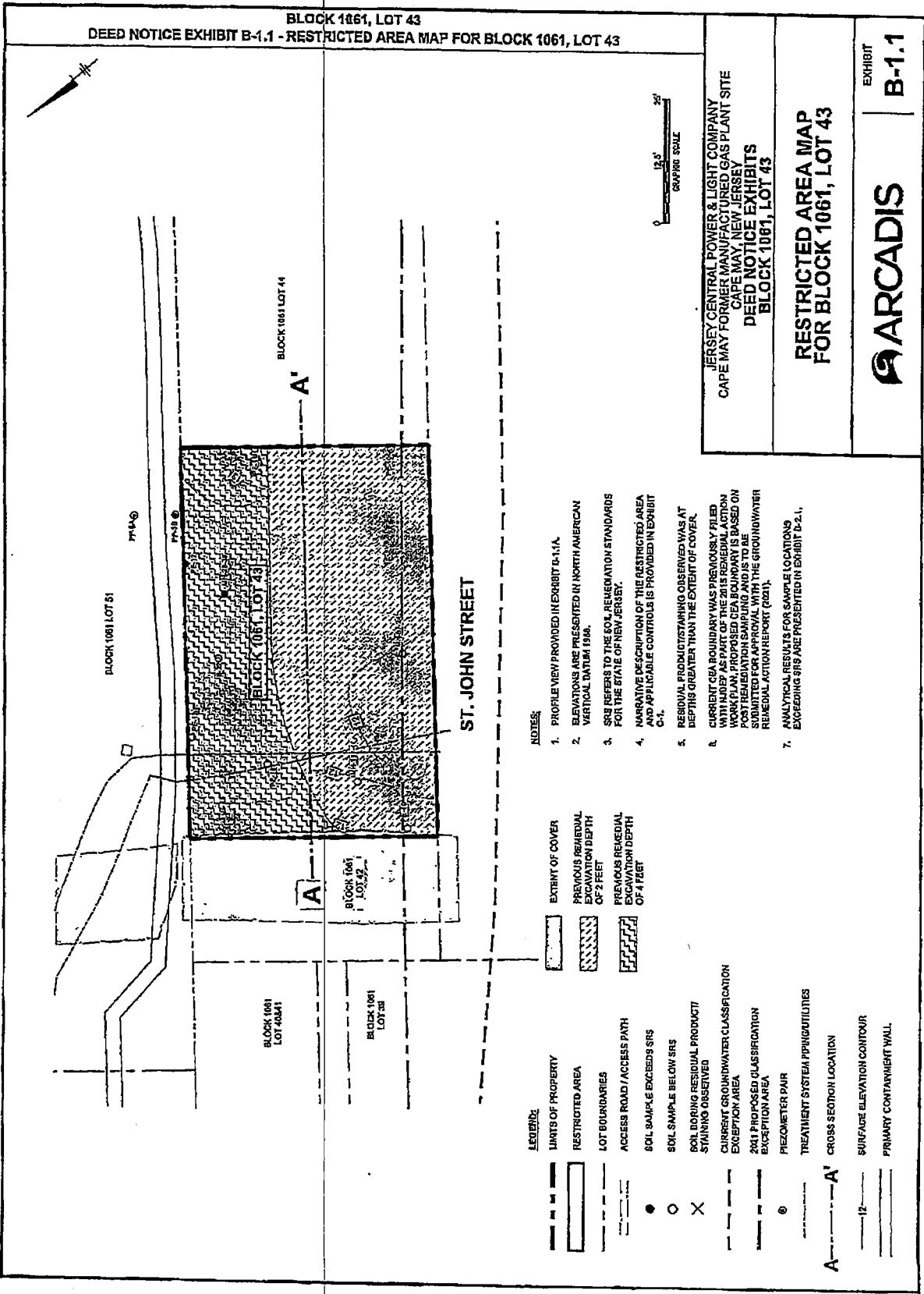
- NOTES:
- RESTRICTED AREA FOR MONITORING WELL INCLUDES A 5' RADIUS CENTERED ON WELL LOCATION. AREA ENLARGED ON FIGURE FOR VISIBILITY.
 - CURRENT CEA BOUNDARY WAS PREVIOUSLY FILED WITH NJDEP AS PART OF THE 2015 REMEDIAL ACTION WORK PLAN. PROPOSED CEA BOUNDARY IS BASED ON POST REMEDIATION SAMPLING AND IS TO BE SUBMITTED FOR APPROVAL WITH THE GROUNDWATER REMEDIAL ACTION REPORT (GWR).

JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 CAPE MAY, NEW JERSEY
 DEED NOTICE EXHIBITS
 BLOCK 1061, LOT 43

MGP SITE AND NEIGHBORHOOD /
 RESTRICTED AREA KEY MAP

ARCADIS | EXHIBIT B-1

C:\Users\jshelton\Documents\ARCADIS\CDR_CAPE MAY RAP SITE\CAPE MAY New Jersey\Project Files\1022011-In Progress\10-21-2022\B-1.1 - DEED NOTICE EXHIBIT B-1.1 - RESTRICTED AREA MAP FOR BLOCK 1061, LOT 43
 PLOTTED: 01/20/22 2:58 PM BY: ETHEMBERGER, GEORGE



- NOTES:**
1. PROFILE VIEW PROVIDED IN EXHIBIT B-1.1A.
 2. ELEVATIONS ARE PRESENTED IN NORTH AMERICAN VERTICAL DATUM 1946.
 3. SRS REFERS TO THE SOIL REMEDIATION STANDARDS FOR THE STATE OF NEW JERSEY.
 4. NARRATIVE DESCRIPTION OF THE RESTRICTED AREA AND APPLICABLE CONTROLS IS PROVIDED IN EXHIBIT C-1.
 5. RESIDUAL PRODUCT STAINING OBSERVED WAS AT DEPTHS GREATER THAN THE EXTENT OF COVER.
 6. CURRENT GEA BOUNDARY WAS PREVIOUSLY FILED WITH HUDS AS PART OF THE 2015 REMEDIAL ACTION PLAN. THE CURRENT GEA BOUNDARY IS BASED ON POST REMEDIATION DATA AND WAS SUBMITTED FOR APPROVAL WITH THE GROUNDWATER REMEDIAL ACTION REPORT (2021).
 7. ANALYTICAL RESULTS FOR SAMPLE LOCATIONS EXCEEDING SRS ARE PRESENTED IN EXHIBIT B-2.1.

- LEGEND:**
- LIMITS OF PROPERTY
 - RESTRICTED AREA
 - LOT BOUNDARIES
 - ACCESS ROAD / ACCESS PATH
 - SOIL SAMPLE EXCEEDS SRS
 - SOIL SAMPLE BELOW SRS
 - SOIL BORING RESIDUAL PRODUCT STAINING OBSERVED
 - CURRENT GROUNDWATER CLASSIFICATION EXCEPTION AREA
 - 2011 PROPOSED CLASSIFICATION EXCEPTION AREA
 - PIEZOMETER PAIR
 - TREATMENT SYSTEM PIPING UTILITIES
 - CROSS SECTION LOCATION
 - SURFACE ELEVATION CONTOUR
 - PRIMARY CONTAINMENT WALL
- EXTENT OF COVER**
- PREVIOUS REMEDIAL EXCAVATION DEPTH OF 2 FEET
 - PREVIOUS REMEDIAL EXCAVATION DEPTH OF 4 FEET

JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 CAPE MAY, NEW JERSEY
DEED NOTICE EXHIBITS
BLOCK 1061, LOT 43

RESTRICTED AREA MAP
FOR BLOCK 1061, LOT 43

ARCADIS

EXHIBIT
B-1.1

injection wells function actively serving to treat migrating hazardous substances from within the boundaries of the PCW and SCW to applicable GWQS. The routine, periodic or emergent operation, expansion, maintenance, repair and replacement of utility wires, pipes, poles, access and service points and connections and equipment, above restricted areas, above or below ground, and the use and enjoyment of the surface above restricted areas, including roads, sidewalks, fences, walls, field, courts, improvements and landscaped or grassed areas, and the planting, re-planting, mowing, harvesting, tilling, or harvesting of plants or vegetation, including trees, shrubs, or gardens, including for non-prohibited recreational activities (such as walking), 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 (e.g., the penetration, alteration or removal of components of the CETR system for the installation, repair, replacement, maintenance or expansion of a subsurface sewer line would be an activity that would need to comply with the provisions of the Deed Notice regulating such disturbances).



**Cape May County
Document Summary Sheet**



2022035147 Bk X1012 Pgs 266-310
Recorded County of Cape May, NJ
Date 11/30/2022 10:45:51 By JK
Rita N. Rothbers, County Clerk
Recording Fees \$475.00

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

Official Use Only

Submitting Company	Jersey Central Power & Light Company
Document Date (mm/dd/yyyy)	09/30/2022
Document Type	Deed Notice
No. of Pages of the Original Signed Document (including the cover sheet)	45
Consideration Amount (if applicable)	

First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) <i>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</i>	Address (Optional)
	Jersey Central Power & Light Company	

45
JKU

Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) <i>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</i>	Address (Optional)
	The City of Cape May	

Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	City of Cape May	1061	48, 49, 50		

Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

***DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

Return Address:
Richard J. Conway, Jr.
Schenk, Price, Smith & King, LLP
220 Park Avenue, PO 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: *Richard J. Conway, Jr.*
[Signature]

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

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

26 October, 2022

This Deed Notice is made as of the 26 day of October, 2022, by the Jersey Central Power & Light Company (JCP&L) Attn: Environmental Remediation, 300 Madison Avenue, PO Box 1911, Morristown, NJ 07962-1911 (Fax # 330-436-8159; flawson@firstenergycorp.com) (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. Jersey Central Power & Light Company (Attn: Environmental Remediation, 300 Madison Avenue, PO Box 1911, Morristown, NJ 07962-1911 (Fax # 330-436-8159; flawson@firstenergycorp.com)) is the owner of certain real property designated as Block 1061 Lots 48, 49 and 50, as identified on the tax map of the City of Cape May, Cape May County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is PI 991865; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. **David Thompson LSRP, License No. 591570** 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.

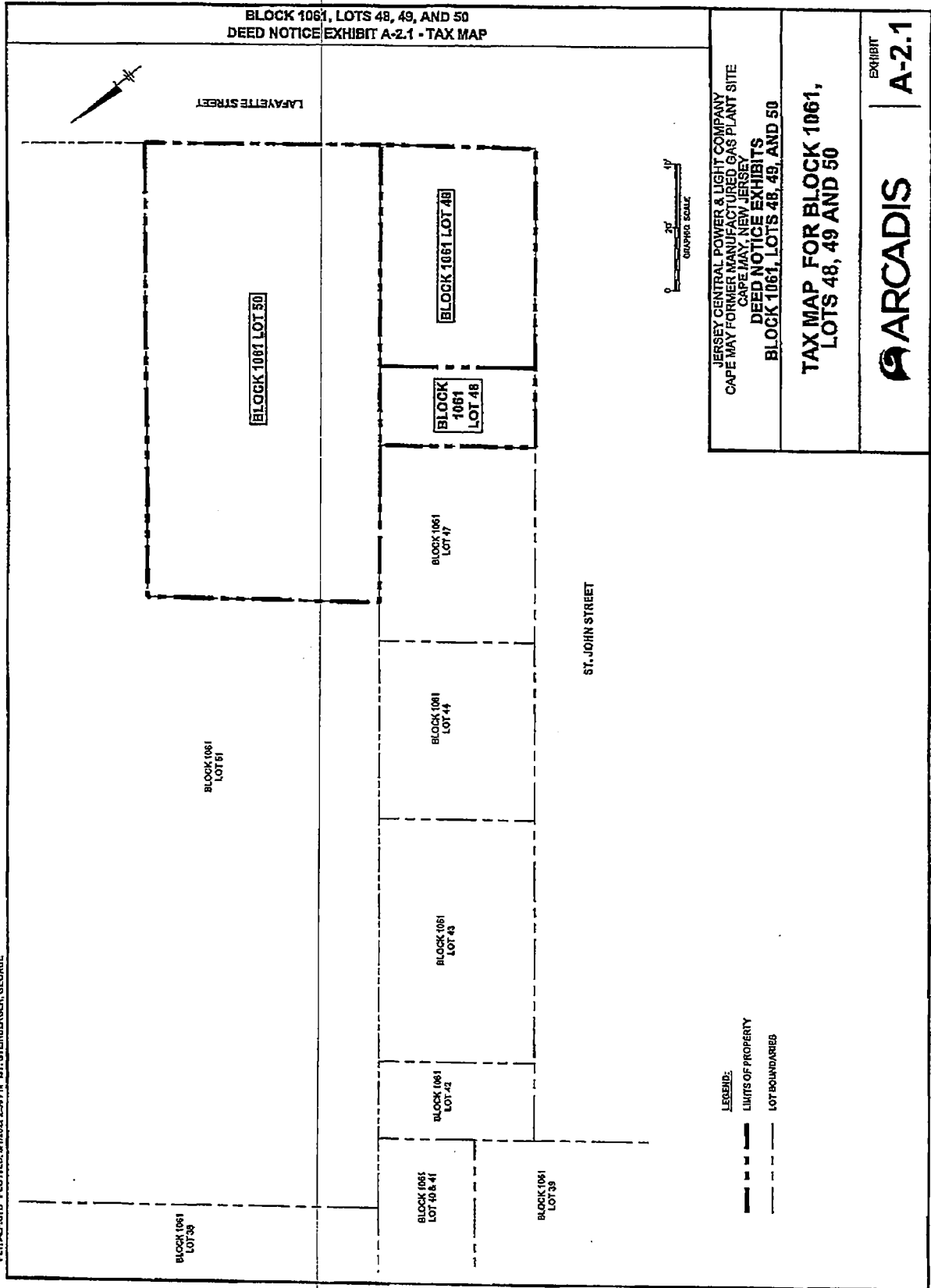
5A. **RESTRICTED AREAS.** Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description 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.

C:\Users\ahmed\Documents\ARCADIS\GIS\CAPE MAY\MAP SITE\CAPE MAY\LOT 49\LOT 49-21.dwg LAYOUT: A-2.1 SAVER: 2022/02/23 03:39 PM ACADVER: 24.18 (LMS TECH) PAGESSETUP: PLOT A PLOTSTYLETABLE: PLOT1A.DWT PLOTTED: 8/10/22 2:53 PM BY: STEINBERG, GEORGE



JERSEY CENTRAL POWER & LIGHT COMPANY
CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
CAPE MAY, NEW JERSEY
DEED NOTICE EXHIBITS
BLOCK 1061, LOTS 48, 49, AND 50

**TAX MAP FOR BLOCK 1061,
LOTS 48, 49 AND 50**

ARCADIS | EXHIBIT A-2.1

Exhibit A-2.2.1
Metes and Bounds Description
Block 1061, Lots 48 and 49
Cape May, New Jersey

BEGINNING at a point of intersection between the northeasterly line of St. John Street (40' wide) with the northwesterly line of Lafayette Street (48' wide), thence;

- (1) North 44°27'00" West, along said northeasterly line of St. John Street, a distance of 95.00 feet to a point in the division line between tax lots 47 and 48, block 1061, thence;
- (2) North 46°33'00" East, along said division line, a distance of 50.00 feet to a point in the division line between tax lots 48, 49 and 50, block 1061, thence;
- (3) South 44°27'00" East, along said division line, a distance of 95.00 feet to a point in the northwesterly line of Lafayette Street, thence;
- (4) South 45°33'00" West, along said. division line, a distance of 50.00 feet to the point and place of BEGINNING.

Subject property contains 4,750.00 s.f., more or less.

The above description was originally prepared and presented in a Deed (File Number 2002102100378) recorded with the County on October 21, 2002, in Book 2988 on Page 115.

Exhibit A-2.2.2
Metes and Bounds Description
Block 1061, Lot 50
Cape May, New Jersey

All that certain lot, tract or parcel of land and premises located in the City of Cape May, County of Cape May and State of New Jersey, and being more particularly described as follows:

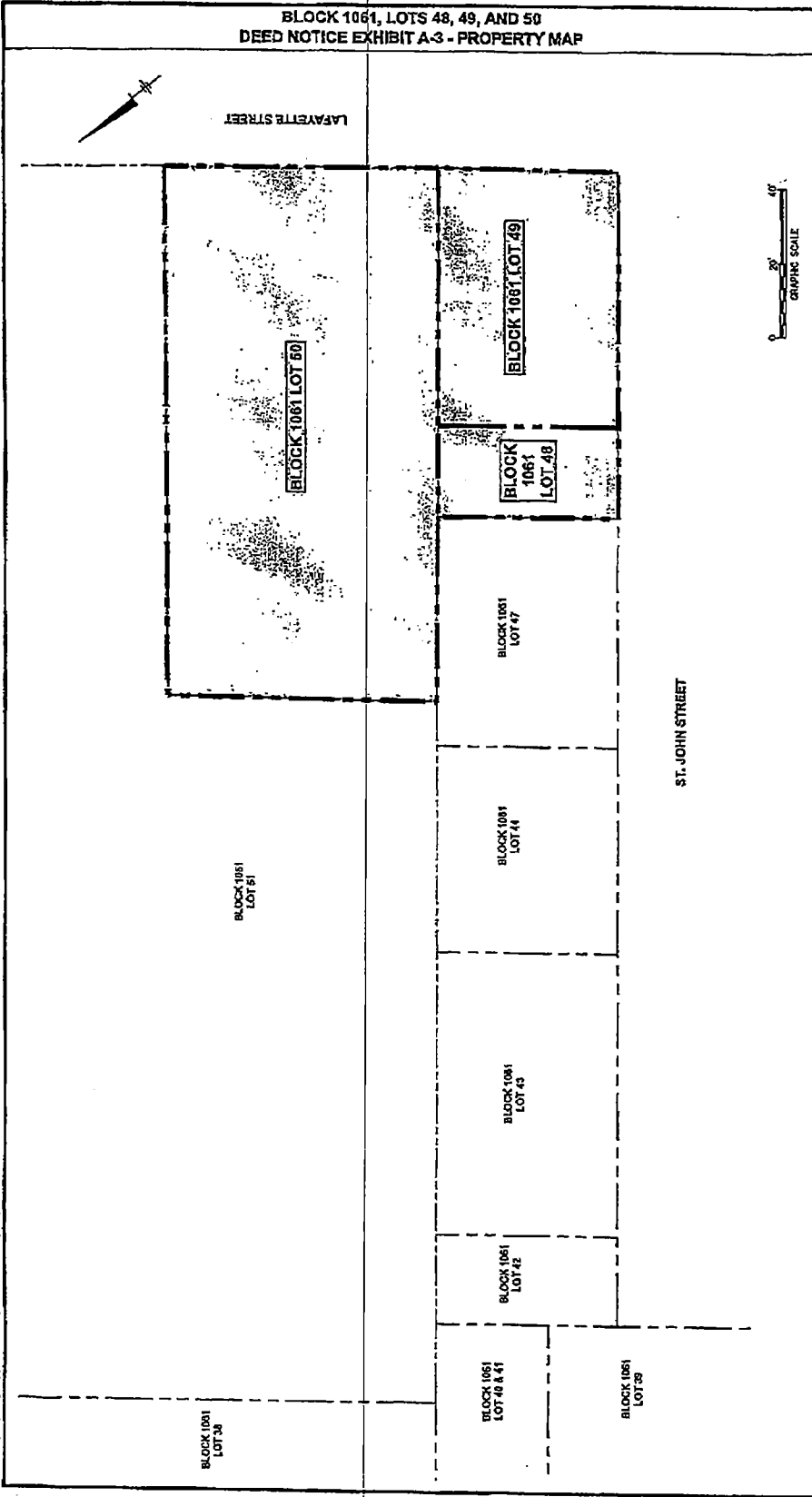
Beginning at a point in the northwesterly sideline of Lafayette Street (44 feet wide), said point being in the current dividing line between Lots 49 and 50 in Block 1061 as shown on the Tax Maps of the City of Cape May, County of Cape May and State of New Jersey and running thence;

- (1) along the current dividing line between Lots 49, 48, 47 and 50 in Block 1061 as shown on said Tax Maps, North 44 degrees 27 minutes 00 seconds West, a distance of 145 feet to a point; thence
- (2) North 45 degrees 29 minutes 30 seconds East, a distance of 75 feet to a point; thence
- (3) South 44 degrees 27 minutes 00 seconds East, a distance of 145 feet to a point in the northwesterly sideline of Lafayette Street; thence
- (4) Along said sideline of Lafayette Street South 45 degrees 29 minutes 30 seconds West, a distance of 75 feet to the point and place of Beginning.

Being also know and designated as Lot 50 in Block 1061 on the current Tax Maps of the City of Cape May, County of Cape May and State of New Jersey.

The above description was originally prepared and presented in a Deed (File Number 2001062500315) recorded with the County on June 25, 2001, in Book 2918 Page 505.

C:\Users\jshorrock\Documents\MapInfo\ARCADIS\CAPE MAY HOP SITE\CAPE MAY Hop Site\Project Files\2022\10 Progress\10-DWG\DEED-A3-LOT50-FINAL.dwg LAYOUT: A-3 SAVED: 8/22/2022 3:37 PM ACADVER: 24.15 (LMS TECH) PAGESETUP: PWF-A PLOTSTYLETABLE: PLOT.AUT PLOT DATE: 8/22/2022 2:53 PM BY: STEINBERGER, GEORGE



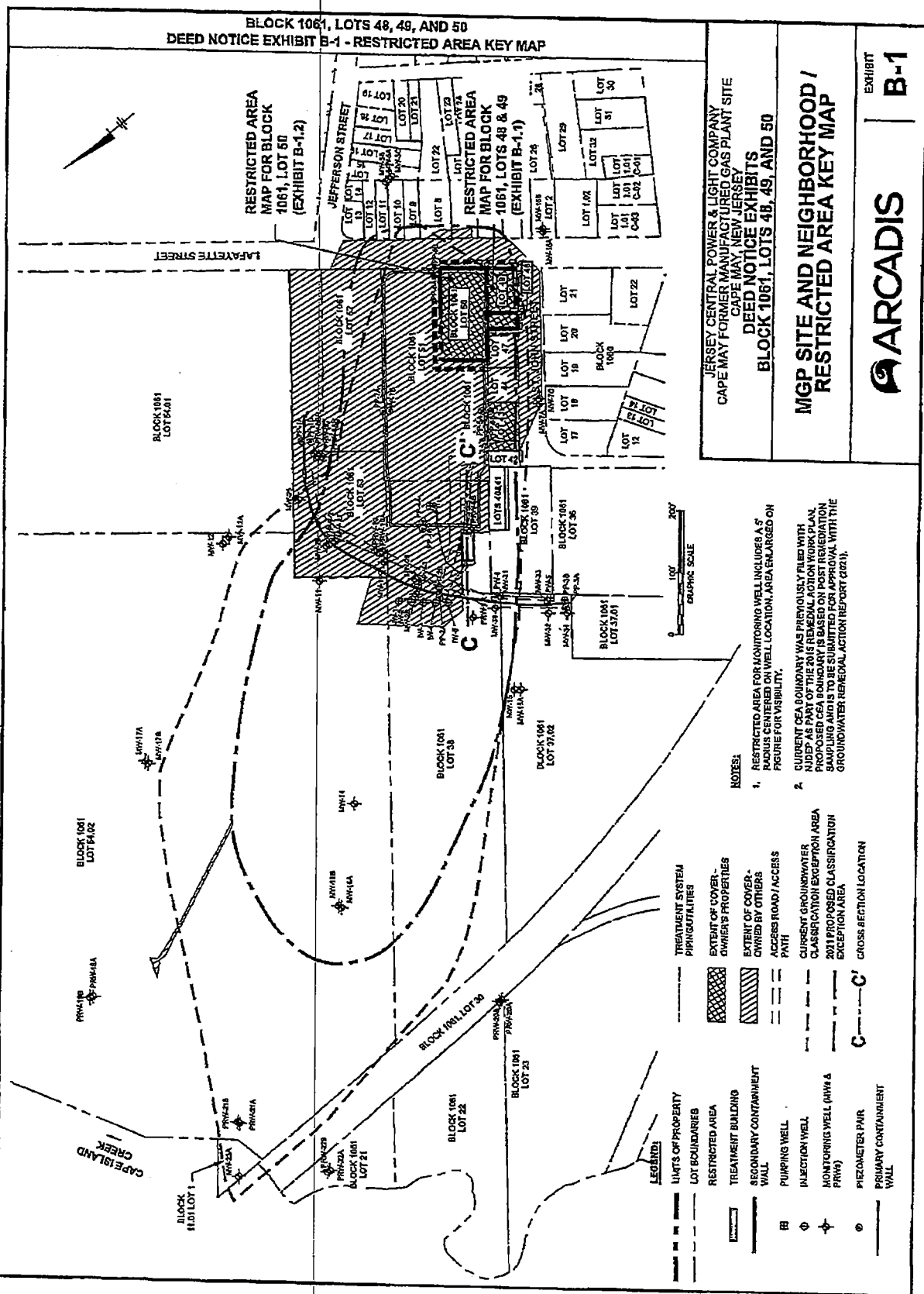
JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 CAPE MAY, NEW JERSEY
 DEED NOTICE EXHIBITS
 BLOCK 1061, LOTS 48, 49, AND 50

PROPERTY MAP

ARCADIS EXHIBIT A-3

LEGENDS
 ——— LIMITS OF PROPERTY
 - - - - - LOT BOUNDARIES
 [Stippled Area] RESTRICTED AREA

CU:\work\1012\1012_251_P1N_011\STENINGER, GEORGE
 Q:\work\1012\1012_251_P1N_011\STENINGER, GEORGE
 C:\Users\steno\Documents\1012_251_P1N_011\STENINGER, GEORGE
 CAPRE MAY MGP SITE-CAPE MAY NEW JERSEY\Project\Final\10122011\m Project\1012_251_P1N_011\STENINGER, GEORGE
 LAYOUT: B-1 | SAVED: 8/10/2012 2:45 PM | ACADVER: 24.1S (LUS TECH) | PAGES: 10 | PLOT STYLE: TABLE.PLT | HALF: 0.00



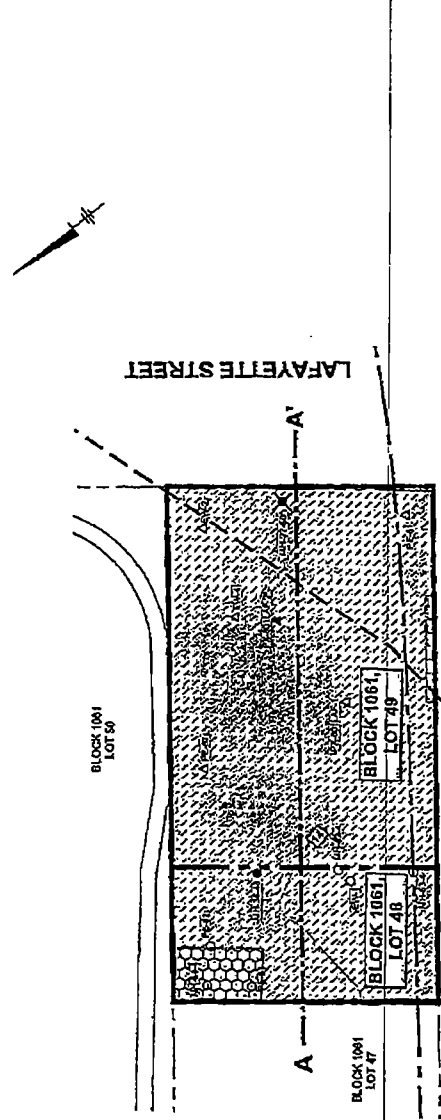
**JERSEY CENTRAL POWER & LIGHT COMPANY
 CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
 DEED NOTICE EXHIBITS
 BLOCK 1061, LOTS 48, 49, AND 50**

MGP SITE AND NEIGHBORHOOD / RESTRICTED AREA KEY MAP

ARCADIS

EXHIBIT **B-1**

BLOCK 1061, LOTS 48, 49, AND 50
DEED NOTICE EXHIBIT B-1.1 - RESTRICTED AREA MAP FOR BLOCK 1061, LOTS 48 AND 49



ST. JOHN STREET

30'
GRAPHIC SCALE

JERSEY CENTRAL POWER & LIGHT COMPANY
CAPE MAY FORMER MANUFACTURED GAS PLANT SITE
DEED NOTICE EXHIBITS
BLOCK 1061, LOTS 48, 49, AND 50

**RESTRICTED AREA MAP FOR
BLOCK 1061, LOTS 48 AND 49**

ARCADIS | EXHIBIT B-1.1

ST. JOHN STREET

NOTES:

1. PROFILE VIEW PROVIDED IN EXHIBIT B-1.1A.
2. ELEVATIONS ARE PRESENTED IN NORTH AMERICAN VERTICAL DATUM 1989.
3. SRS REFERS TO THE SOIL REMEDIATION STANDARDS FOR THE STATE OF NEW JERSEY.
4. RESIDUAL PRODUCTIVITY OBSERVED WAS AT DEPTHS GREATER THAN THE EXTENT OF COVER.
5. CURRENT OCEAN BOUNDARY WAS PREVIOUSLY FILED WITH NJDEP AS PART OF THE 2011 REMEDIATION PLAN. PROPOSED OEA BOUNDARY IS BASED ON MOST REMEDIATION SAMPLING DATA SUBMITTED FOR APPROVAL WITH THE GROUNDWATER REMEDIAL ACTION REPORT (2011).
6. ANALYTICAL RESULTS FOR SAMPLE LOCATIONS EXCEEDING SRS ARE PRESENTED IN EXHIBITS B-2.1A AND B-2.1B FOR LOTS 48 AND 49, RESPECTIVELY.
7. NARRATIVE DESCRIPTION OF THE RESTRICTED AREA AND APPLICABLE CONTROLS IS PROVIDED IN EXHIBIT C-1.
8. LEAD WAS DETECTED AT MH22-30 (2.5 FT BGS) AND PX401A5-2 (2.5 FT BGS) AT CONCENTRATIONS GREATER THAN THE APPLICABLE SRS. LEAD AT THESE LOCATIONS WAS ASSOCIATED WITH THE LUMPY MATERIAL DEPOSITED AT MH22-30 (2.5 FT BGS) AND PX401A5-2 (2.5 FT BGS). THROUGH COMPLIANCE AVERAGING WITH ADJACENT SOIL SAMPLES.

LEGEND:

- LIMITS OF PROPERTY
- RESTRICTED AREA
- LOT BOUNDARIES
- SOIL SAMPLE EXCEEDS SRS
- SOIL SAMPLE BELOW SRS
- X SOIL BORING RESIDUAL PRODUCTIVITY STAINING OBSERVED
- ▲ SOIL SAMPLE EXCEEDS SRS - USED FOR COMPLIANCE AVERAGING
- △ SOIL SAMPLE BELOW SRS - USED FOR COMPLIANCE AVERAGING
- CURRENT GROUNDWATER CLASSIFICATION EXCEPTION AREA
- 2011 PROPOSED CLASSIFICATION EXCEPTION AREA
- CROSS SECTION LOCATION
- SURFACE ELEVATION CONTOUR
- EXTENT OF COVER
- PRIMARY CONTAINMENT WALL
- PREVIOUS REMEDIAL EXCAVATION DEPTH OF 2 FEET.
- PREVIOUS REMEDIAL EXCAVATION DEPTH OF 1/2 FEET.
- PREVIOUS REMEDIAL EXCAVATION DEPTH OF 1 FEET.

restoration of the such component of the CETR System, and (ii) full compliance with this Deed Notice and applicable law. The PCW and SCW function by their very existence serving as a physical barrier to contain hazardous substances potentially in excess of the SRS and GWQS. The pumping wells, treatment system piping/utilities, treatment building and injection wells function actively serving to treat migrating hazardous substances from within the boundaries of the PCW and SCW to applicable GWQS. The routine, periodic or emergent operation, expansion, maintenance, repair and replacement of utility wires, pipes, poles, access and service points and connections and equipment, above restricted areas, above or below ground, and the use and enjoyment of the surface above restricted areas, including roads, sidewalks, fences, walls, field, courts, improvements and landscaped or grassed areas, and the planting, re-planting, mowing, harvesting, tilling, or harvesting of plants or vegetation, including trees, shrubs, or gardens, including for non-prohibited recreational activities (such as walking), 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 (e.g., the penetration, alteration or removal of components of the CETR system for the installation, repair, replacement, maintenance or expansion of a subsurface sewer line would be an activity that would need to comply with the provisions of the Deed Notice regulating such disturbances).

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: The Title Company of Jersey
Issuing Office: 5100 New Jersey Avenue, Wildwood, NJ 08260
Issuing Office's ALTA® Registry ID:
Commitment No.: 808013-WW-1
Issuing Office File No.: 808013-WW
Property Address: 205 Pittsburgh Avenue, Cape May, NJ 08204
1421 Maryland Avenue and Idaho Avenue, Cape May, NJ 08204
1421 Idaho Avenue and Cape May Avenue, Cape May, NJ 08204
1421 Ohio Avenue and Virginia Avenue, Cape May, NJ 08204
1425 Virginia Avenue and Illinois Avenue, Cape May, NJ 08204
409 Pittsburgh Avenue, Cape May, NJ 08204
1421 New York and Maryland Avenues, Cape May, NJ 08204
Revision No.: 3- February 9, 2024

SCHEDULE A

1. Commitment Date: February 7, 2024 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: New Jersey DEP Green Acres
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Paula L. Miller by deed from Georgeous Associates, LLC, a New Jersey Limited Liability Company, dated 01/18/2013, recorded 01/28/2013 in Deed Book 3524, page 458 in the office of the Cape May County Clerk. (Lot 3, 4 Block 1163, Tract #1 herein)

City of Cape May, a municipal corporation of New Jersey by Final Judgment recorded 05/13/1940 in Deed Book 610, page 346 in the office of the Cape May County Clerk. (Lot 6 Block 1164; Lot 6 Block 1165; Lot 2 Block 1167, Lot 2 Block 1168, Tract #2 herein and Lot 7 Block 1163, Tract #4 herein)

City of Cape May, a municipal corporation of the State of New Jersey by deed from Henry J. Smith and Helen L. Smith, his wife, dated 10/01/1956, recorded 10/02/1956 in Deed Book 914, page 317 in the office of the Cape May County Clerk. (Lot 1 Block 1165, Tract #3 herein)
5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE A
(Continued)

SEE SCHEDULE C ATTACHED HERETO

Atlantic Land Transfer Services, LLC



Authorized Countersignature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Bargain and Sale Deed from City of Cape May, a municipal corporation of the State of New Jersey to New Jersey DEP Green Acres.
 - b. Bargain and Sale Deed from Paula L. Miller to New Jersey DEP Green Acres.
 - c. Mortgage from New Jersey DEP Green Acres to , securing the principal amount of \$0.00.
5. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
6. Marital status of the grantors, grantees and mortgagors.
7. New Jersey Superior Court and U.S. District Court judgments, if any. (Searches ordered; but not yet received)
8. Taxes, charges and assessments.
9. Liability for additional assessments for taxes in connection with new construction pursuant to N.J.S.A. 54:4-63.1 et seq.
10. Water/Sewer charges or claims affecting the premises in question.
11. Satisfactory provision for payment of all assessments for municipal improvements assessed which are a lien against the subject premises but not yet due and payable.
12. Claims, if any, of the Municipal Utilities Authority.
13. Proof of compliance with the revisions to Title 54A (non-resident income tax withholding) of the New Jersey statutes requiring that non-resident individuals, estates, and trusts pay certain estimated gross income taxes as a prerequisite for the recording of any deed, and that resident individuals, estates, and trusts complete certain forms required by the Department of the Treasury. County recorders are not permitted to record deeds without compliance with these requirements.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

(Continued)

14. Seller's Affidavit of Title: If this transaction involves a sale of the premises, the Company's standard form of Seller's Affidavit of Title must be executed by the seller(s), without modification or exceptions, at time of closing and provided to the Company. If the seller(s) require that the affidavit be modified or exceptions taken to the statements therein, such modifications or exceptions must be approved by the Company prior to closing and the Company reserves the right to amend this commitment as made be required by such disclosures.
15. Mortgagor's Affidavit of Title: If this transaction involves a mortgage to be insured by the Company, the Company's standard form Mortgagor's Affidavit of Title must to be executed by the buyer(s)/mortgagor(s), without modification or exceptions, at the time of closing and is to be provided to this Company. If the buyer(s)/mortgagor(s) require that the affidavit be modified or exceptions taken to the statements therein, such modifications or exceptions must be approved by the Company prior to closing and the Company reserves the right to amend this commitment as made be required by such disclosures.
16. Evidence that the vacant property registration fee has been paid if the property is vacant and or unoccupied in the amount of \$500.00 per year.

NOTE: Some municipalities have adopted an ordinance for the assessment of a fee for vacant or unoccupied property and require registration of same and payment of the fee. If unpaid, a lien may be filed against the property for non-payment.
17. Spouses, if any, of vested owners as set forth in Schedule A hereof must join in deed of conveyance. If the Grantor is married and claims that the premises is not subject to the rights of the spouse under N.J.S.A. 3B :28-3, the deed and affidavit of title must state that the Grantor is a married person, must set forth the name of spouse and state that the spouse never resided on the premises.
18. Liability for the premises for additional taxes in the event of the disallowance of the Senior Citizen Tax Deduction, pursuant to N.J.S.A. 54:4-8, 44a as amended.
19. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.
20. NOTICE TO SELLER(S): Information must be furnished concerning the Social Security Number(s) and/or Tax Identification Number(s) and future addresses of grantor(s) for the completion of Substitute Form 1099 at the Closing of Transaction. If you do not provide Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.
21. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
22. NOTE: In the event the mortgage to be insured hereunder is a Construction Mortgage, rather than a Purchase Money Mortgage, the Company reserves the right to add such additional exceptions to title as many be necessary, including any liens or judgments of record affecting or against the Purchaser or Mortgagor. Any judgment or lien filed of record prior to an insured Construction Mortgage may interrupt the priority of the insured Construction Mortgage and/or construction disbursements.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B

(Continued)

23. NOTE: If the proposed transaction is based upon a power of attorney, the power of attorney, deed and affidavit of attorney in fact must be furnished for review prior to closing and the original power of attorney must be recorded. The Company must be furnished acceptable proof that the power is in effect and is exercised while the principal is alive, that the power remains in effect and the power of attorney has not been revoked at the time of execution, delivery and recording of the deed. At that time, the Company may make additional requirements or exceptions. Please be advised that it is not acceptable for a fiduciary (i.e. executor) or corporate officer to delegate their authority.
24. NOTICE: Please be aware that owing to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.
25. NOTE: Pursuant to the provisions of P.L. 2009, c. 123 (the County Homelessness Trust Fund Act), N.J.S.A. 22A:4-17 is amended to permit counties to impose a recording surcharge of \$5.00 per document for any instrument submitted for recording (except assignments of mortgages). Certain counties* have elected to impose this surcharge, which affects all instruments submitted for recording (except assignments of mortgages), as of December 1, 2009. Please be guided accordingly when collecting funds at closing for recordings. (*Applicable counties include Cape May, Cumberland, Passaic, Bergen, Hudson, Middlesex, Union, Somerset, Mercer, Camden, Essex)
26. **Proof is required that the ordinance or resolution authorizing the conveyance to the City of Cape May has been adopted in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.**

Proof is required that the conveyance to the City of Cape May will be made in accordance with the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., or other applicable statute.

27. Tideland Reports- Unclaimed/ Grant Area for Lot 6 Block 1164

NO OPEN MORTGAGES OF RECORD

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) affecting the Title that would have been disclosed by an accurate and complete land title survey of the Land.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B
(Continued)

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 record.
4. Notwithstanding any portion of the policy to the contrary, the following matters are expressly excepted from 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 completed land survey of the Land.
5. Any lien or right to a lien on your title, arising now or later, for labor and material not shown by the public record.
6. Subsurface conditions and/or encroachments not disclosed by an instrument of record.
7. Company does not guarantee mathematical computations of square footage or acreage as may be shown on survey, or as may be shown on the insured deed or mortgage.
8. Rights, public and private in all roads, streets and easements which may be included within the lines of insured Premises.
9. Terms, conditions, reservations and restrictions imposed in Vacation Ordinance No. 407-2020 recorded in Book 7, page 909.
10. Subject to terms and conditions of Riparian Grant from the State of New Jersey to Cape May Real Estate Co., in Deed Book 216, page 459. (Lot 6 Block 1164)
11. **Since the insured land is benefitted by a tax exemption, the policy [will except] [excepts]the lien which may attach by reason of any restoration of real property taxes resulting from the transfer of title by the owner entitled to the present exemption, including, without limitation, the retroactive imposition of taxes.**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE C

The Land is described as follows:

All that certain lot, tract or parcel of land and premises situate, lying and being in the City of Cape May, County of Cape May, State of New Jersey, bounded and described as follows:

Tract #1

BEGINNING at a point in the Northeasterly line of Pittsburgh Avenue, 100 feet wide, said beginning point being distant 100.0 feet, measured Northwestwardly along said Northeasterly line of Pittsburgh Avenue, from its intersection with the Northwesterly line of New York Avenue, 70 feet wide and extending thence

(1) Along said Northeasterly line of Pittsburgh Avenue, North 23° 39' 47" West, 90.0 feet to a point; thence

(2) Along the Southeasterly line of Lot 2, Block 1163 as shown on the City of Cape May Tax Map, North 66° 20' 13" East, 125.0 feet to a point; thence

(3) Along the Southwesterly line of Lot 7, said Block 1163, South 23° 39' 47" East, 90.0 feet to a point; thence

(4) Along the Northwesterly line of Lot 5, said Block 1163, South 66° 20' 13" West, 125.0 feet to the point and place of beginning.

BEING KNOWN AS the Southerly 40 feet of Lot 21 and all of Lot 22, Block 158, as shown on Map of Cape May Manor, duly filed.

FOR INFORMATION ONLY:

Commonly known as:
205 Pittsburgh Avenue
Cape May, New Jersey 08204
Block 1163 Lot 3, 4 City of Cape May

Tract #2 (No metes and bounds descriptions are available for Tracts #2 and #3)

Being Lot 6, Block 1164; Lot 6 Block 1165; Lot 2 Block 1167 and Lot 2 Block 1168 on the tax map of the City of Cape May.

FOR INFORMATION ONLY:

Commonly known as:
1421 Maryland Avenue and Idaho Avenue
Cape May, New Jersey 08204
Block 1164 Lot 6 City of Cape May

FOR INFORMATION ONLY:

Commonly known as:
1421 Idaho Avenue and Cape May Avenue
Cape May, New Jersey 08204
Block 1165 Lot 6 City of Cape May

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE C
(Continued)

FOR INFORMATION ONLY:

Commonly known as:
1421 Ohio Avenue and Virginia Avenue
Cape May, New Jersey 08204
Block 1167 Lot 2 City of Cape May

FOR INFORMATION ONLY:

Commonly known as:
1425 Virginia Avenue and Illinois Avenue
Cape May, New Jersey 08204
Block 1168 Lot 2 City of Cape May

Tract #3

Being Lot 1 Block 1165 on the tax map of the City of Cape May.

FOR INFORMATION ONLY:

Commonly known as:
409 Pittsburg Avenue
Cape May, New Jersey 08204
Block 1165 Lot 1 City of Cape May

Tract #4

Being Lot 7, Block 1163 on the tax map of the City of Cape May.

FOR INFORMATION ONLY:

Commonly known as:
New York & Maryland Avenues
Cape May, New Jersey 08204
Block 1163 Lot 7 City of Cape May

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIDELITY 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, Fidelity National Title Insurance Company, a Florida (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 Amount of Insurance 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. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**American Land Title Association
New Jersey Variation**

- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - 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 is not 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 is not 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 is only liable 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**American Land Title Association
New Jersey Variation**

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

11. ARBITRATION

NOTICE:

THE POLICY(IES) TO BE ISSUED PURSUANT TO THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE. BY ACCEPTING THE POLICY, THE COMPANY AND THE PROPOSED INSURED AGREE TO ARBITRATION AND UNDERSTAND AND AGREE THAT, SUBJECT TO THE TERMS OF THE ARBITRATION CLAUSE, THEY ARE BOTH WAIVING THEIR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE THEIR DISPUTES WHICH ARISE OUT OF OR RELATE TO THE POLICY.

All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

The Proposed Insured may opt out of the arbitration provisions contained in the Policy by obtaining a New Jersey Waiver of Arbitration Endorsement. This endorsement is available upon request, and at no cost to the Proposed Insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



PROJECT
AREAS

BROAD ST.

ST. JOHNS ST.

LAFAYETTE ST.

JEFFERSON ST.



AERIAL MAP
BLOCK 1061, LOTS 44 & 47
CITY OF CAPE MAY, CAPE MAY COUNTY, NJ

DATE: 4/3/2024

SCALE: 1"=60'

DRAWN BY: MAJ

PROJECT #: CM-102

EDA Engineering
Design
Associates, P.A.
Engineers Environmental Planners Landscape Architects
CAMBRIDGE PROFESSIONAL OFFICES
5 Cambridge Drive Ocean View, NJ 08230
(609) 390-0332 FAX (609) 390-9204



**PROJECT
AREAS**

AERIAL MAP
BLOCK 1168 LOT2 / BLOCK 1167 LOT 2
BLOCK 1165 LOTS 1 & 6
BLOCK 1164 LOT 6 / BLOCK 1163 LOT 7
CITY OF CAPE MAY, CAPE MAY COUNTY, NJ

DATE: 4/3/2024

SCALE: 1"=300'

DRAWN BY: MAJ

PROJECT #: CM-102

EDA Engineering Design Associates, P.A.
Engineers Environmental Planners Landscape Architects
 CAMBRIDGE PROFESSIONAL OFFICES
 5 Cambridge Drive Ocean View, NJ 08230
 (609) 390-0332 FAX (609) 390-9204



**New Jersey Department of Environmental Protection
Office of Transactions and Public Land Administration
Final Application
Major Disposal/Diversion of Green Acres Encumbered Local Parkland**

(Address)

ATTACHMENT II: MAP REQUIREMENTS

For all Final Application submissions please submit the following (# of copies):

Location Maps (8½" x 11" in size):

- County Road Maps: Showing the proposed disposal/diversion parcel or area and the proposed compensation area **(2)**

Tax Maps (8½" x 11" or 11" x 17" in size):

- A) Showing the proposed disposal/diversion parcel(s)/area and any adjacent parkland; depict the entire park boundary and separately depict the proposed disposal/diversion area **(2)**
- B) Showing the proposed compensation parcel(s)/area and any adjacent parkland **(2)**

Aerial Site Maps* (11" x 17" or larger in size):

- A) A small scale site map showing the proposed disposal/diversion parcel(s) or area; depict the entire park boundary and separately depict the proposed disposal/diversion area **(18)**
- B) A small scale site map showing the proposed compensation (parcel(s)/area) and any adjacent parkland **(18)**

****If the Project is of such size/scale that the Aerial Site Map(s) also show the proposed disposal/diversion in relation to the proposed compensation, you do not need to include a large scale Reference Map requested below. If this is the case, please include 15 copies of the Aerial Site Map instead.****

Reference Map* (Attachment III) (11" x 17" or larger in size):

- A large scale site map showing the proposed disposal/diversion in relation to the proposed compensation. Please include aerial imagery. **(18)**

If the proposed disposal or diversion will result in the loss of any development, additionally submit:

Park Facilities Maps (11" x 17"):

**New Jersey Department of Environmental Protection
Office of Transactions and Public Land Administration
Final Application
Major Disposal/Diversion of Green Acres Encumbered Local Parkland**

N/A A site plan showing all recreational facilities and identifying those facilities proposed to be removed **(18)**

N/A A site plan showing all proposed replacement recreational facilities **(18)**

Mapping Notes:

- To the extent possible, please show the following on the Aerial Site Maps, Reference Map and Park Facilities Maps:
 - Tax map block and lot number(s) (current as of the date of request),
 - The owner(s) of record,
 - The approximate dimensions and area (in acres),
 - Existing improvements and easements,
 - Road rights-of-way,
 - Wetlands (as approved by DEP Land Use Regulation Program through issuance of a Letter of Interpretation or as shown on maps prepared by the Department under the Wetlands Act of 1970, N.J.S.A. 13:9A1 et seq., and the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B1 et seq. and available from the Department at <https://gisdata-njdep.opendata.arcgis.com/>),
 - Floodplains (as shown on the New Jersey State Flood Hazard Area maps prepared under the Flood Hazard Area Control Act, N.J.S.A. 58:16A50 et seq. and available from the Department at <https://gisdata-njdep.opendata.arcgis.com/> or as determined from other State or Federal mapping or from a site delineation), and
 - Tidelands (as determined from New Jersey Tidelands claim maps, conveyance overlays, and atlas sheets and available from the Department at <https://www.nj.gov/dep/gis/tidelandsshp.html>).
- Please utilize the most current digital color infrared (CIR) orthophotography of New Jersey for the Aerial Site Maps and Reference Map, available online at <https://njgin.nj.gov/njgin> If the development of such maps is beyond your technological capabilities please substitute appropriately.
- In the event that you do not have access to a standard desktop GIS product that supports available imagery, such as ESRI's ArcView, freeware programs which allow viewing of the image files may be downloaded and installed to your computer. A list of open source GIS can be found at: <https://libguides.rutgers.edu/gis/opensourcegis>.
- The NJDEP also makes a web-based GIS application, NJ-GeoWeb, available at www.nj.gov/dep/gis/geoweb splash.htm.



Michael F. Floyd
Member of New Jersey
and Pennsylvania Bar
mfloyd@archerlaw.com
856-616-6140 Direct
856-795-0574 Direct Fax

Archer & Greiner, P.C.
1025 Laurel Oak Road
Voorhees, NJ 08043
856-795-2121 Main
856-795-0574 Fax
www.archerlaw.com

May 28, 2024

VIA OVERNIGHT MAIL

Attn: Jessica Patterson, Cape May County Compliance Officer
New Jersey Department of Environmental Protection
Office of Transactions and Public Land Administration
P.O. Box 420
Mail Code 401-07
Trenton, NJ 08625-0420

**Re: City of Cape May
NJDEP Green Acres Major Land Diversion Final Application
Block 1061, Lots 44 and 47 / St. John Street and Lafayette Street
City of Cape May, Cape May County, New Jersey**

Dear Ms. Patterson:

On behalf of our client, the City of Cape May (the "Applicant"), enclosed are the following, which we are submitting in connection with the above-captioned NJDEP Green Acres Major Land Diversion Final Application:

1. Completed NJDEP Final Application Cover Sheet / Checklist and Attachment II: Map Requirements Checklist – original and digital copy (.pdf);
2. NJDEP Pre-Appraisal Fact Sheet for Diversion Disposal of Green Acres Encumbered Parkland – one (1) copy and digital copy (.pdf);
3. Survey of Diversion Parcels entitled "Plan of Survey, Block 1061, Lots 44 and 47, City of Cape May, Cape May County, NJ" prepared by Cape Land Surveying, LLC, dated March 5, 2024 – three (3) copies and three (3) digital copies (.dxf /.dwg/.pdf formats);
4. Legal Descriptions of Diversion Parcels: Block 1061, Lots 44 and 47, prepared by Cape Land Surveying, LLC, dated March 6, 2024 – three (3) copies and digital copy (.pdf);
5. Survey of Compensation Parcels entitled "Plan of Survey, Multiple Blocks, Multiple Lots, City of Cape May, Cape May County, NJ," prepared by Cape Land Surveying, LLC, dated March 8, 2024 - three (3) copies and three (3) digital copies (.dxf /.dwg/.pdf formats);

6. Legal Descriptions of Compensation Parcels: Block 1163, Lot 7, Block 1164, Lot 6, Block 1165, Lots 1 & 6, Block 1167, Lot 2 and Block 1168, Lot 2, prepared by Cape Land Surveying, LLC, dated May 1, 2024 – three (3) copies and digital copy (.pdf);
7. Location Maps of Diversion Parcels, prepared by Engineering Design Associates, dated April 3, 2024 – two (2) copies and digital copy (.pdf);
8. Tax maps for the diversion and compensation parcels, prepared by Engineering Design Associates – two (2) copies and digital copy (.pdf);
9. Aerial photographs for the diversion and compensation parcels – eighteen (18) copies and digital copy (.pdf);
10. Reference maps for the diversion and compensation parcels – eighteen (18) copies and digital copy (.pdf);
11. Title Commitment (#808012-WW-1), issued by American Land Title Association, dated February 7, 2024 for Diversion Parcels – one (1) copy and digital copy (.pdf);
12. Title Commitment (#808013-WW-1), issued by American Land Title Association, dated February 7, 2024 for Compensation Parcels – one (1) copy and digital copy (.pdf);
13. Proposed Public Notice – one (1) copy and digital copy (Word); and
14. DVD with digital copies of entire Final Application.

The Applicant is proposing to dispose of 0.14 +/- acres of parkland, which is located along St. John Street, at or near the intersection of St. John Street and Lafayette Street, and identified as Block 1061, Lots 44 and 47 of the Official Tax Maps of the City of Cape May (the “Existing Parkland”).

In compensation for the 0.14 +/- acres of disposed parkland, the Applicant is proposing to permanently restrict additional lands adjacent to property commonly known as the Sewell Tract, identified as Block 1163, Lot 7; Block 1164, Lot 6; Block 1165, Lots 1 and 6; Block 1167, Lot 2; and Block 1168, Lot 2 (collectively, the “Compensation Parcels”).

The Existing Parkland is being disposed of in order to develop a new police station in the City of Cape May. The proposed new police station will allow for better police response times, meet the operational needs of the growing police force, and provide adequate parking and updated facilities for police staff, employees, and visitors.

As previously discussed, we will forward the Appraisal upon your review and approval of the enclosed Pre-Appraisal Fact Sheet. In addition, based upon your prior review emails, the project received conceptual compensation approval, with the understanding that additional compensation land may be necessary based upon value of the Compensation Parcels. Lastly, the Preliminary Assessment Report for the Compensation Parcels was previously approved by Green Acres, so it is not included with this Final Application.

State of New Jersey Department of Environmental Protection
Green Acres Program
May 28, 2024
Page 3

If you have any questions, or need any additional information, please do not hesitate to contact me.

Thank you for your courtesy and assistance.

Very truly yours,

A handwritten signature in black ink that reads "Michael F. Floyd". The signature is written in a cursive style with a large, stylized 'M' and 'F'.

MICHAEL F. FLOYD

MFF/tpg
Enclosures

cc: Mayor Zachary Mullock (via email and file share)
Mr. Michael J. Voll (via email and file share)
Mr. Paul Dietrich (via email and file share)
Christopher Gillin-Schwartz, Esq. (via email and file share)
Vince Orlando, P.E., P.P. (via email and file share)
Vincent P. Sarubbi, Esq. (via email and file share)

228903356 v1

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@capeurvey.com

Being all that certain lot, tract or parcel of land situate at 817 St. John Street, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a pin set in the Northeast line of Saint John Street (40 feet wide), where the same is intersected by the division line between Lot 44 and Lot 47, in Block 1061 (tax map) said point also being North 52 degrees 32 minutes 14 seconds West, a distance of 157.50 feet from intersection of the same with the Northwest line of Lafayette Street (48 feet wide) Said point of beginning has a NJSPC NAD 83 Value of North: 37879.70, East: 372346.74; and extending thence

1. North 52 degrees 32 minutes 14 seconds West, along the said line of St. John Street, a distance of 56.50 feet to a pin set in the same; thence
2. North 37 degrees 27 minutes 46 seconds East, along the division line between Lot 44 and Lot 43, in said Block, a distance of 50.00 feet to a pin set; thence
3. South 52 degrees 32 minutes 14 seconds East, along the division line between Lot 44 and Lot 51, in said Block, a distance of 56.50 feet to a pin set; thence
4. South 37 degrees 27 minutes 46 seconds West, along the aforementioned division line between Lot 44 and Lot 47, in said Block, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 2,825 Square Feet more or less or 0.065 Acres more or less.

BEING Lot 44 in Block 1061 on the Tax Map of the City of Cape May.

BEING SUBJECT TO Rights Granted to Jersey Central Power and Light Company and Atlantic City Electric Company in Deed Book 3962, Page 286

ALSO BEING SUBJECT TO any easements or restrictions of record.

The Above Description was written Pursuant to a Survey of Property Designated as Block 1061, Lot 44, on the Municipal Tax Map of City of Cape May, County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 03-05-24 and is Marked as File No. 17455A, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared March 6, 2024

Project No. 17455B



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455B/descriptions/17455B-Lot44(dcf)

“An Equal Opportunity Employer”

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@cape-survey.com

Being all that certain lot, tract or parcel of land situate at 811 St. John Street, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a pin set in the Northeast line of Saint John Street (40 feet wide), where the same is intersected by the division line between Lot 47 and Lot 48, in Block 1061 (tax map) said point also being North 52 degrees 32 minutes 14 seconds West, a distance of 95.0 feet from intersection of the same with the Northwest line of Lafayette Street (48 feet wide) Said point of beginning has a NJSPC NAD 83 Value of North: 37841.68, East: 372396.35; and extending thence

1. North 52 degrees 32 minutes 14 seconds West, along the said line of St. John Street, a distance of 62.50 feet to a pin set in the same; thence
2. North 37 degrees 27 minutes 46 seconds East, along the division line between Lot 47 and Lot 44, in said Block, a distance of 50.00 feet to a pin set; thence
3. South 52 degrees 32 minutes 14 seconds East, along the division line between Lot 47 and Lot 51 and continuing along the division line between Lot 47 and Lot 50, in said Block, a distance of 62.50 feet to a pin set; thence
4. South 37 degrees 27 minutes 46 seconds West, along the aforementioned division line between Lot 47 and Lot 48, in said Block, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 3,124 Square Feet more or less or 0.072 Acres more or less.

BEING Lot 47 in Block 1061 on the Tax Map of the City of Cape May.

BEING SUBJECT TO Rights Granted to Jersey Central Power and Light Company and Atlantic City Electric Company in Deed Book 3962, Page 286

ALSO BEING SUBJECT TO any easements or restrictions of record.

The Above Description was written Pursuant to a Survey of Property Designated as Block 1061, Lot 47, on the Municipal Tax Map of City of Cape May, County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 03-05-24 and is Marked as File No. 17455A, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared March 6, 2024

Project No. 17455B



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455B/descriptions/17455B-Lot47(dcf)

“An Equal Opportunity Employer”

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@capeurvey.com

Being all that certain lot, tract or parcel of land situate at 1421 New York and Maryland, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a point in the Southeast line of the Former Right of Way of Maryland Avenue (60 feet wide, now Vacated as shown in Ordinance No. 407-2020), where the same is intersected by the division line between Lot 7 and Lot 1 in Block 1163 (tax map) said point also being North 66 degrees 53 minutes 59 seconds East, a distance of 125 feet from a pin found in the Northeast line of Pittsburgh Avenue (100 feet wide) Said point of beginning having a NJSPC NAD 83 Value of North: 38214.81, East: 377794.98; and extending thence

1. North 66 degrees 53 minutes 59 seconds East, along the said former Right of Way line of Maryland Avenue (60 feet wide, now vacated as in said ordinance), a distance of 175.00 feet to a point; thence
2. South 23 degrees 06 minutes 01 seconds East, along the division line between Lot 7 and Lot 8, in said Block, a distance of 250.00 feet to a point; thence
3. South 66 degrees 53 minutes 59 seconds West, along the Northwest line of the former Right of Way of New York Avenue (70 feet wide, now vacated as in said ordinance), a distance of 175.00 feet to a point; thence
4. North 23 degrees 06 minutes 01 seconds West, along the division line between Lot 7 and Lot 6, Lot 7 and Lot 5, Lot 7 and Lot 4, Lot 7 and Lot 3, Lot 7 and Lot 2 and Continuing along the aforementioned division line between Lot 7 and Lot 1, in said Block, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 43,750 Square Feet more or less or 1.004 Acres more or less.

BEING A Portion of Lot 7 in Block 1163 as shown on the Tax Map of the City of Cape May. (When Next Revised) To be Restricted by Green Acres.

BEING SUBJECT TO Terms, Conditions, Reservations, and Restrictions Imposed in Vacation Ordinance No. 407-2020 as shown in Deed Book S7, Page 909

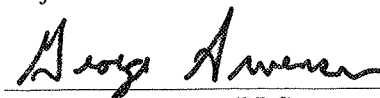
ALSO BEING SUBJECT TO Terms and Conditions of Riparian Grant from the State of NJ to the Cape May Real Estate Co., as shown in Deed Book 216, Page 459

ALSO BEING SUBJECT TO any easements or restrictions of record.

The Above Description was written Pursuant to a Survey of Property Designated as Block 1163, Lot 7, on the Municipal Tax Map of City of Cape May (When Next revised), County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 3/11/24, 5/01/24 and is Marked as File No. 17455A-B1163-L7, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared May 1, 2024

Project No. 17455A



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455A/descriptions/17455A-B1163-L7(def)

“An Equal Opportunity Employer”

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@capesurvey.com

Being all that certain lot, tract or parcel of land situate at 1421 Maryland and Idaho, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a point in the Southeast line of Idaho Avenue, where the same is intersected by the division line between Lot 6 and Lot 1, in Block 1164 (tax map) said point also being North 66 degrees 53 minutes 59 seconds East, a distance of 125 feet from a pin found the Northeast line of Pittsburgh Avenue (100 feet wide) Said point of beginning having a NJSPC NAD 83 Value of North: 38499.96, East: 377673.36; and extending thence

1. North 66 degrees 53 minutes 59 seconds East, along the Southeast line of the former Right of Way line of Idaho Avenue (60 feet wide, now Vacated as shown in Ordinance No. 407-2020), a distance of 175.00 feet to a point; thence
2. South 23 degrees 06 minutes 01 seconds East, along the division line between Lot 6, and Lot 7, in Block 1164, a distance of 250.00 feet to a point; thence
3. South 66 degrees 53 minutes 59 seconds West, along the Northwest line of the former Right of Way of Maryland Avenue (60 feet wide, now vacated as in said ordinance), a distance of 175.00 feet to a point; thence
4. North 23 degrees 06 minutes 01 seconds West, along the division line between Lot 6 and Lot 5, Lot 6 and Lot 4.02, Lot 6 and Lot 4.01, Lot 6 and Lot 3, Lot 6 and Lot 2, and continuing along the aforementioned division line between Lot 6 and Lot 1, in said Block, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 43,750 Square Feet more or less or 1.004 Acres more or less.

BEING A Portion of Lot 6 in Block 1164 as shown on the Tax Map of the City of Cape May. (When Next Revised) To be Restricted by Green Acres.

BEING SUBJECT TO Terms, Conditions, Reservations, and Restrictions Imposed in Vacation Ordinance No. 407-2020 as shown in Deed Book S7, Page 909


ALSO BEING SUBJECT TO Terms and Conditions of Riparian Grant from the State of NJ to the Cape May Real Estate Co., as shown in Deed Book 216, Page 459

ALSO BEING SUBJECT TO any easements or restrictions of record.

The Above Description was written Pursuant to a Survey of Property Designated as Block 1164, Lot 6, on the Municipal Tax Map of City of Cape May (When Next revised), County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 3/11/24, Last revised on 5/01/24 and is Marked as File No. 17455A-B1164-L6, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared May 1, 2024

Project No. 17455A



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455A/descriptions/17455B-B1164-L6(dcf)

“An Equal Opportunity Employer”

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@capesurvey.com

Being all that certain lot, tract or parcel of land situate at 1421 Idaho and Cape May, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a point in the Southeast line of the Former Right of Way of Cape May Avenue (200 feet wide, now Vacated as shown in Ordinance No. 407-2020), where the same is intersected by the division line between Lot 1 in Block 1165 (tax map) said point also being the intersection of the same with the Northeast line of Pittsburgh Avenue (100 feet wide) Said point of beginning having a NJSPC NAD 83 Value of North: 38736.06, East: 377436.75; and extending thence

1. North 66 degrees 53 minutes 59 seconds East, along the said former Right of Way of Cape May Avenue (200 feet wide, now vacated as in said ordinance), a distance of 300.00 feet to a point; thence
2. South 23 degrees 06 minutes 01 seconds East, along the division line between Lot 6, and Lot 7, in Block 1165, a distance of 250.00 feet to a point; thence
3. South 66 degrees 53 minutes 59 seconds West, along then Northwest line of the former Right of Way of Idaho Avenue (60 feet wide, now vacated as in said ordinance), a distance of 175.00 feet to a point; thence
4. North 23 degrees 06 minutes 01 seconds West, along the division line between Lot 6, and Lot 5, Lot 6 and Lot 4, Lot 6 and Lot 3 and continuing along the division line between Lot 6 and Lot 2 in said Block, a total distance of 200.00 feet to a point; thence
5. South 66 degrees 53 minutes 59 seconds West, along division line between Lot 1 and Lot 2, in said Block, a distance of 125.00 feet to a point; thence
6. North 23 degrees 06 minutes 01 seconds West, along the aforementioned line of Pittsburgh Avenue, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 50,000 Square Feet more or less or 1.148 Acres more or less.

BEING A Portion Lots 1 and 6 in Block 1165 as shown on the Tax Map of the City of Cape May. (When Next Revised) To be Restricted by Green Acres.

BEING SUBJECT TO Terms, Conditions, Reservations, and Restrictions Imposed in Vacation Ordinance No. 407-2020 as shown in Deed Book S7, Page 909

ALSO BEING SUBJECT TO Terms and Conditions of Riparian Grant from the State of NJ to the Cape May Real Estate Co., as shown in Deed Book 216, Page 459

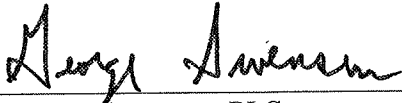
ALSO BEING SUBJECT TO any easements or restrictions of record.

“An Equal Opportunity Employer”

The Above Description was written Pursuant to a Survey of Property Designated as Block 1165, Lots 1 and 6, on the Municipal Tax Map of City of Cape May (When Next revised), County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 3/11/24, last revised on 5/1/24 and is Marked as File No. 17455B-B1165-L1,6, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared May 1, 2024

Project No. 17455A



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455A/descriptions/17455A-B1165-L1,6(dcf)

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@capeurvey.com

Being all that certain lot, tract or parcel of land situate at 1421 Ohio and Virginia, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a point in the Southeast line of the Former Right of Way of Virginia Avenue (60 feet wide, now Vacated as shown in Ordinance No. 407-2020), where the same is intersected by the division line between Lot 2 and Lot 1.02 in Block 1167 (tax map) said point also being North 66 degrees 53 minutes 59 seconds East, a distance of 125 feet from a pin previously set the Northeast line of Pittsburgh Avenue (100 feet wide) Said point of beginning having a NJSPC NAD 83 Value of North: 39484.40, East: 377254.12; and extending thence

1. North 66 degrees 53 minutes 59 seconds East, along the said former Right of Way line of Virginia Avenue (60 feet wide, now vacated as in said ordinance), a distance of 174.38 feet to a point; thence
2. South 23 degrees 06 minutes 01 seconds East, along the division line between Lot 2, and Lot 3, in said Block, a distance of 250.00 feet to a point; thence
3. South 66 degrees 53 minutes 59 seconds West, along the Northwest line of the former Right of Way of Ohio Avenue (60 feet wide, now vacated as in said ordinance), a distance of 174.50 feet to a point; thence
4. North 23 degrees 04 minutes 20 seconds West, along the division line between Lot 2 and lot 1.01 and Continuing along the aforementioned division line between Lot 2 and Lot 1.02, in said Block, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 43,610 Square Feet more or less or 1.001 Acres more or less.

BEING A Portion Lot 2 in Block 1167 as shown on the Tax Map of the City of Cape May. (When Next Revised) To be Restricted by Green Acres.

BEING SUBJECT TO Terms, Conditions, Reservations, and Restrictions Imposed in Vacation Ordinance No. 407-2020 as shown in Deed Book S7, Page 909


ALSO BEING SUBJECT TO Terms and Conditions of Riparian Grant from the State of NJ to the Cape May Real Estate Co., as shown in Deed Book 216, Page 459

ALSO BEING SUBJECT TO any easements or restrictions of record.

The Above Description was written Pursuant to a Survey of Property Designated as Block 1167, Lot 2, on the Municipal Tax Map of City of Cape May (When Next revised), County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 3/11/24, Last revised on 5/1/24 and is Marked as File No. 17455A-B1167-L2, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared May 1, 2024

Project No. 17455A



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455A/descriptions/17455A-B1167-L2(dcf)

“An Equal Opportunity Employer”

CAPE LAND SURVEYING LLC

Professional Land Surveying

Spiegel Professional Plaza, 1217 S. Shore Road, Suite 106
Ocean View, NJ 08230

Phone (609)390-9618

e-mail: office@capeurvey.com

Being all that certain lot, tract or parcel of land situate at 1425 Virginia and Illinois, in the City of Cape May, County of Cape May and State of New Jersey bound and described as follows:

BEGINNING at a point in the Northwest line of the Former Right of Way of Virginia Avenue (60 feet wide, now Vacated as shown in Ordinance No. 407-2020), where the same is intersected by the division line between Lot 2 and Lot 1 in Block 1168 (tax map) said point also being North 66 degrees 53 minutes 59 seconds East, a distance of 175 feet from an iron pipe found in the Northeast line of Pittsburgh Avenue (100 feet wide) Said point of beginning having a NJSPC NAD 83 Value of North: 39559.22, East: 377276.60; and extending thence

1. North 23 degrees 04 minutes 20 seconds West, along the said division line between Lot 2 and Lot 1, in said Block, a distance of 250.00 feet to a point; thence
2. North 66 degrees 53 minutes 59 seconds East, along the Southeast line of the former Right of Way of Illinois Avenue (70 feet wide, now vacated as in said ordinance), a distance of 124.23 feet to a point; thence
3. South 23 degrees 06 minutes 01 seconds East, along the division line between Lot 2 and Lot 3, in said Block, a distance of 250.00 feet to a point; thence
4. South 66 degrees 53 minutes 59 seconds West, along the aforementioned Right of Way line of Virginia Avenue, a distance of 124.35 feet to the POINT OF BEGINNING.

Containing 31,073 Square Feet more or less or 0.713 Acres more or less.

BEING A Portion of Lot 2 in Block 1168 as shown on the Tax Map of the City of Cape May. (When Next Revised) To be Restricted by Green Acres.

BEING SUBJECT TO Terms, Conditions, Reservations, and Restrictions Imposed in Vacation Ordinance No. 407-2020 as shown in Deed Book S7, Page 909

ALSO BEING SUBJECT TO Terms and Conditions of Riparian Grant from the State of NJ to the Cape May Real Estate Co., as shown in Deed Book 216, Page 459

ALSO BEING SUBJECT TO any easements or restrictions of record.

The Above Description was written Pursuant to a Survey of Property Designated as Block 1168, Lot 2, on the Municipal Tax Map of City of Cape May (When Next revised), County of Cape May, State of New Jersey, Said survey was Prepared by Cape Land Surveying, LLC, Located at 1217 S. Shore Road, Suite 106, Ocean View, NJ 08230, Dated 3/11/24, Last revised on 5-1-24 and is Marked as File No. 17455A-B1168-L2, A reduced Copy of said plan is Attached hereto and made part of.

Description prepared May 1, 2024

Project No. 17455A



George Swensen, PLS

NJ License No. GS43415

S:JOBS/17455A/descriptions/17455A-B1168-L2(dcf)

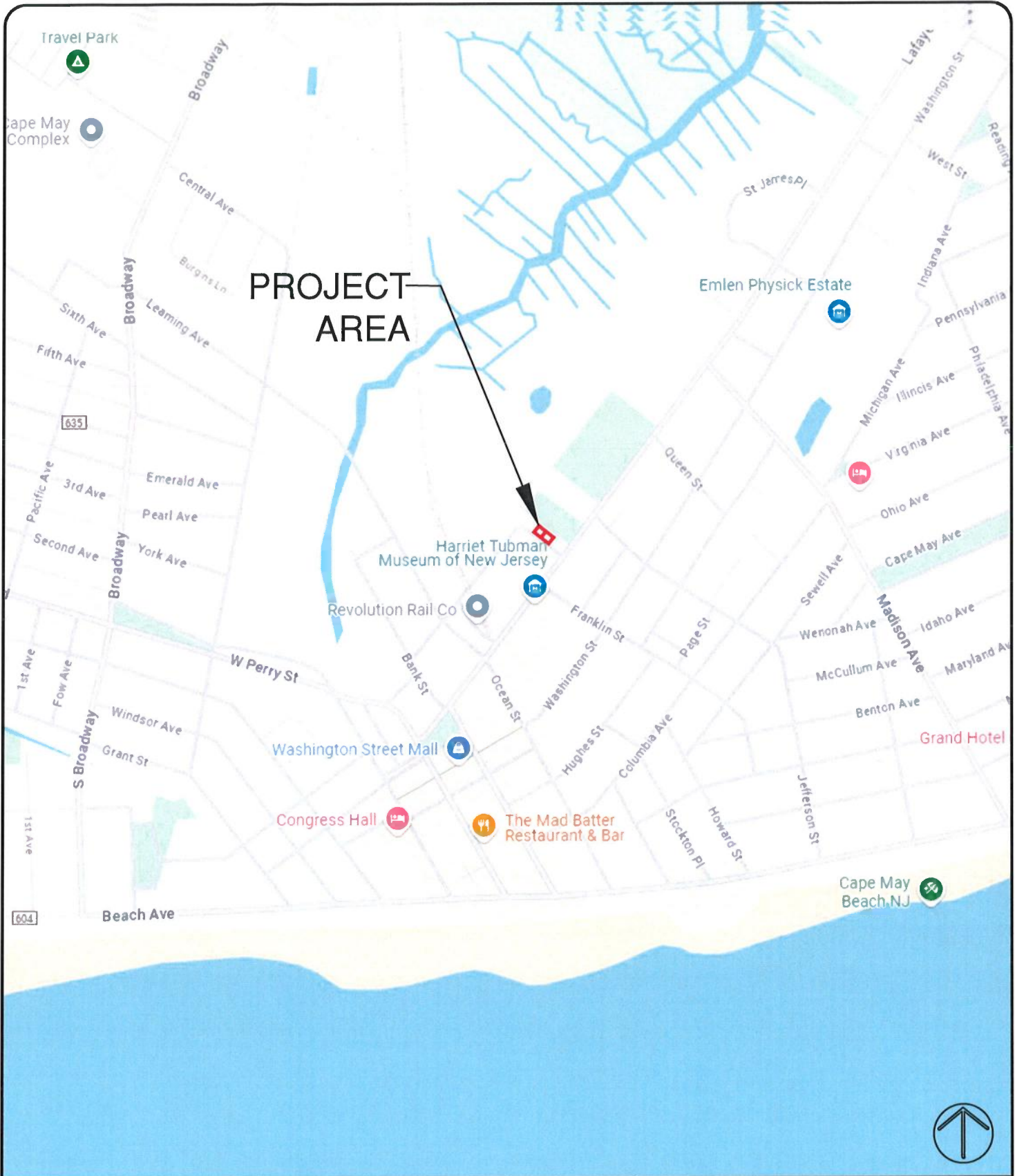
“An Equal Opportunity Employer”



CITY OF CAPE MAY ROAD MAP
 BLOCK 1168 LOT2 / BLOCK 1167 LOT 2 / BLOCK 1165 LOTS 1 & 6
 BLOCK 1164 LOT 6 / BLOCK 1163 LOT 7
 CITY OF CAPE MAY, CAPE MAY COUNTY, NJ

EDA Engineering
 Design
 Associates, P.A.
Engineers Environmental Planners Landscape Architects
 CAMBRIDGE PROFESSIONAL OFFICES
 5 Cambridge Drive Ocean View, NJ 08230
 (609) 390-0332 FAX (609) 390-9204

DATE: 4/3/2024 DRAWN BY: MAJ
 SCALE: 1"=1000' PROJECT #: CM-102



CITY OF CAPE MAY ROAD MAP
 BLOCK 1061, LOTS 44 & 47
 CITY OF CAPE MAY, CAPE MAY COUNTY, NJ

EDA Engineering
 Design
 Associates, P.A.

Engineers Environmental Planners Landscape Architects
CAMBRIDGE PROFESSIONAL OFFICES
 5 Cambridge Drive Ocean View, NJ 08230
 (609) 390-0332 FAX (609) 390-9204

DATE: 4/3/2024 DRAWN BY: MAJ
 SCALE: 1"=800' PROJECT #: CM-102



**New Jersey Department of Environmental Protection
Office of Transactions and Public Land Administration
Final Application
Major Disposal/Diversion of Green Acres Encumbered Local Parkland**

Major Disposal/Diversion Final Application Requirements

PART 1 (To be submitted prior to scheduling the public hearing)

1. **Appraisals** for the parkland proposed to be disposed of or diverted and the replacement land proposed as compensation (if applicable), performed in accordance with the requirements of N.J.A.C. 7:36-8.3 or 19.3, as applicable. (*N.J.A.C. 7:36-26.11(b)1*). Note: No appraisal is required if the applicant has obtained an appraisal waiver pursuant to *N.J.A.C. 7:36-26.10(l)*
2. A **title report** for the proposed replacement land, as applicable, to determine existing restrictions, encumbrances, easements, liens, or other factors which may affect the market value of the land. (*N.J.A.C. 7:36-26.11(b)2*).
3. **Land survey plan** for the parcel(s) of land to be disposed of or diverted and the proposed replacement land(s), if applicable, prepared in accordance with *Appendix II* of the Green Acres Program Rules *N.J.A.C. 7:36*. (*N.J.A.C. 7:36-26.11(b)3*).
4. **A metes and bounds description** for the parcel(s) of land to be disposed of or diverted and the proposed replacement land(s), if applicable, prepared in accordance with *Appendix II* of the Green Acres Program Rules *N.J.A.C. 7:36*. (*N.J.A.C. 7:36-26.11(b)4*).
- N/A 5. The **Final Compensation Proposal** prepared pursuant to *N.J.A.C. 7:36-26.10*. (Please refer to Attachment III: Preliminary Compensation Proposals for Major Disposals or Diversions of Parkland of the Pre-application package for guidance) (*N.J.A.C. 7:36-26.11(b)5i-iv*)
6. The **Proposed Public Notice** for the public hearing and the proposed location of and language to be placed on the Public Notice Sign required pursuant to N.J.A.C. 7:36-26.11(h). (**Attachment I: Sample Public Notices**) (Please also review the **Public Hearing Sign Guidance Document** – available at <https://dep.nj.gov/otpla/forms/>) (*N.J.A.C. 7:36-26.11(b)7*)
7. Any additional information requested by the Department to clarify the final application requirements including any portions of the Pre-application package that have been revised. (*N.J.A.C. 7:36-26.11(b)8*)
8. Maps. (**Attachment II: Map requirements; and Attachment III: Sample Reference Map**) (*N.J.A.C. 7:36-26.11(b)6*)
9. **Please attach this cover sheet and Attachment II: Map Requirements checklist.**

**New Jersey Department of Environmental Protection
Office of Transactions and Public Land Administration
Final Application
Major Disposal/Diversion of Green Acres Encumbered Local Parkland**

10. Please provide the following copies:
- A digital copy of the entire application, excluding Items 1-4 and 8, in .pdf format
 - The original, one printed, and one digital copy of Items 1 and 2
 - Three printed copies and three digital copies, one each in .dxf and .dwg file formats and a .pdf file format of the scanned signed survey, as outlined in *Appendix II* of the Green Acres Program Rules, of Items 3 and 4
 - Items 5 and 6 in Microsoft Word format
 - One printed set and one digital set, in .pdf file format, of maps submitted under Item 8 (note that one set constitutes the number copies indicated in *Attachment II: Map requirements*)
 - All other application material in .pdf format
- Digital copies may be submitted on a Standard CD or DVD produced to be read by any CD-ROM drive.

NOTES:

- The applicant shall submit the first part of the final application within 180 days of receiving permission to proceed to final application. (*N.J.A.C. 7:36-26.11(a)*)
- The final application must be deemed complete for public hearing purposes by the Department before a public hearing on the application is scheduled. (*N.J.A.C. 7:36-26.11(c)*)
- This package is also available at: <https://dep.nj.gov/otpla/forms/>

Submit the above items prior to advertising or holding the required public hearing. The Department will review the submission and determine if the submission is complete for the public hearing. After the public hearing is held, please submit the following items to complete the application:

PART 2 (To be submitted following completion the public hearing and public comment period)

1. **Proof of publication, mailings and postings** of the notice of public hearing required under *N.J.A.C. 7:36-26.11(e)* & *N.J.A.C. 7:36-26.6(h)1-3*. (*N.J.A.C. 7:36-26.11(i)1*) (**Attachment IV: Public Notice Requirements**)

Note: For a county's convenience a portion of **Attachment IV** details how counties can couple the requirements of *N.J.S.A. 40A:12-13.5 et seq.* with the notice requirements for Green Acres disposal/diversion applications.

2. **The transcript** of the public hearing. (*N.J.A.C. 7:36-26.11(i)2*)

PUBLIC SCOPING HEARING NOTICE

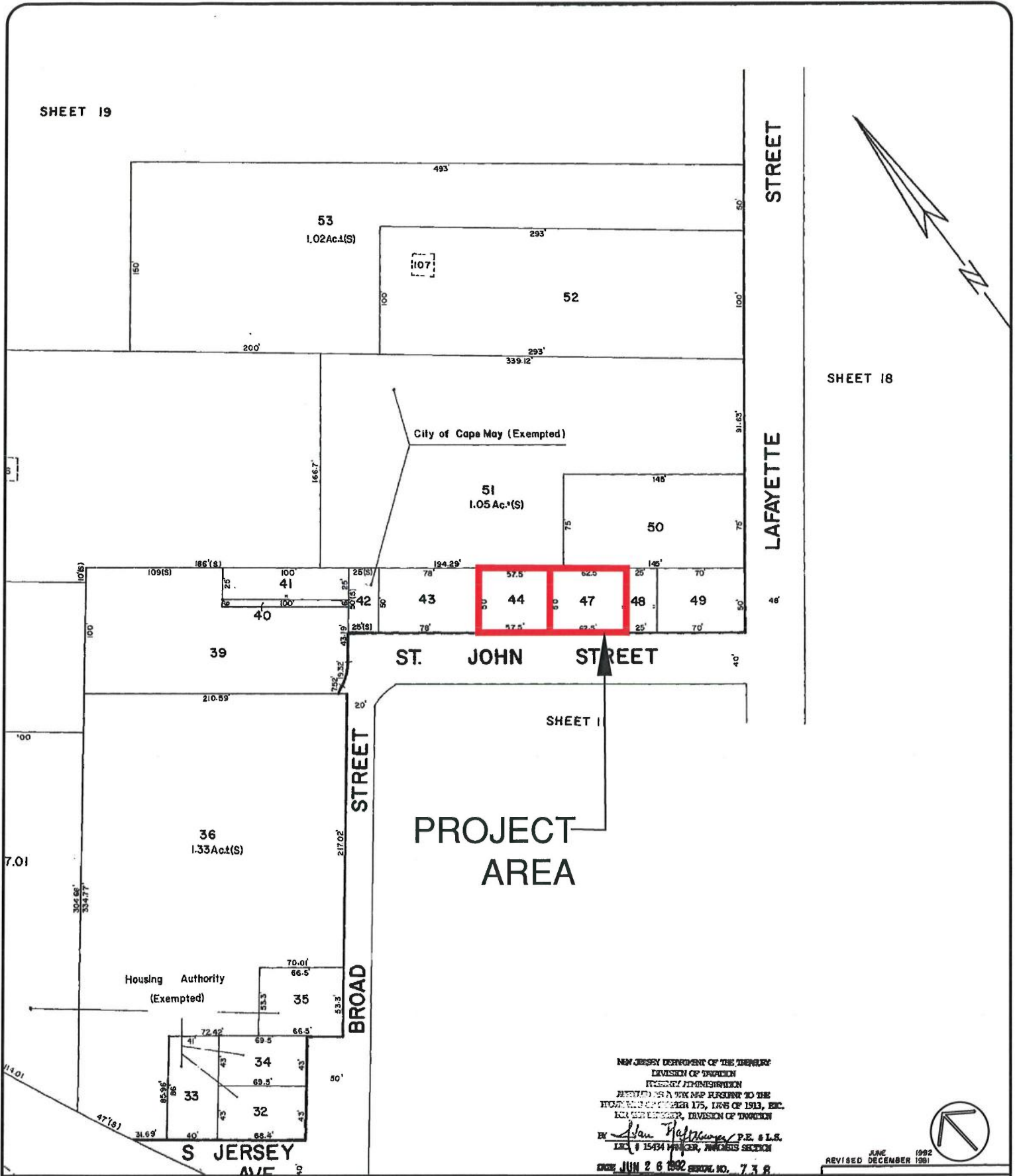
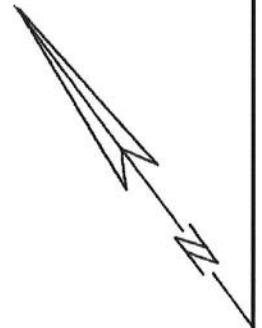
PLEASE TAKE NOTICE that the City of Cape May has contacted the New Jersey Department of Environmental Protection (“NJDEP”), Green Acres Program, proposing to dispose of 0.14 +/- acres of parkland, which is located along St. John Street, at or near the intersection of St. John Street and Lafayette Street, and identified as Block 1061, Lots 44 and 47 of the Official Tax Maps of the City of Cape May (the “Existing Parkland”) in connection with the proposed relocation of the City’s police station and development of a new police station facility on site. The Existing Parkland is located within a designated Overburdened Community and in accordance with Executive Order 23, the Department will be taking Environmental Justice issues into consideration when evaluating the proposed disposal application to the extent not inconsistent with law. As compensation for the proposed disposal, the City proposes to dedicate as parkland approximately 4.86 +/- acres of City-owned land, commonly known as the Sewell Tract, and identified as Block 1163, Lot 7; Block 1164, Lot 6; Block 1165, Lots 1 and 6; and, Block 1167, Lot 2; Block 1168, Lot 2 on the Official Tax Maps of the City of Cape May and commonly referred to as the Sewell Tract (“Replacement Land”). The proposed Replacement Land is subject to determination of eligibility as replacement land by the Green Acres Program, pursuant to *N.J.A.C. 7:36-26.10(d)2*. The proposed disposal of the Existing Parkland will allow for the potential development of a new police station facility, while creating a larger park area with the Replacement Land.

Pursuant to *N.J.A.C. 7:36-26.8(a)*, a scoping hearing to obtain public comment on this request will be held at the City of Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey 08204 on _____, 2024, at _____ p.m.

This application is subject to NJDEP Commissioner and State House Commission approval, and is available for review with the (i) City of Cape May Clerk, Erin C. Burke, located at 643 Washington Street, Cape May, New Jersey 08204; (ii) the City of Cape May Library, located at 730 Franklin Street, Cape May, New Jersey 08204; and (iii) NJDEP's Office of Transactions and Public Land Administration, Public Land Compliance Section, 401 East State Street, 7th Floor, Trenton, New Jersey 08625-0420.

All interested parties are invited to attend and participate in the scoping hearing. Written comments on the proposed disposal request may be directed to the City of Cape May Clerk, Erin C. Burke, at 643 Washington Street, Cape May, New Jersey 08204. You may also call Ms. Burke at 609-884-9532 with any questions regarding the scoping hearing. In addition to oral arguments presented during the public hearing, written comments may be submitted to: Attention: Mackenzie Piggott, Cape May County Steward, New Jersey Department of Environmental Protection, Green Acres Program, Bureau of Legal Services and Stewardship, Mail Code 501-01, 501 East State Street, P.O. Box 420, Trenton, New Jersey 08625-0420.

Public comment on the proposed disposal request will be accepted during the Scoping Hearing or until two weeks after the scoping hearing date, which will be _____, 2024.



NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 PROPERTY ADMINISTRATION
 PREPARED AS A TAX MAP PURSUANT TO THE
 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1954, P.L. 83-592, SEC. 175, AND OF 1913, P.L. 62-581, SEC. 15434
 BY *Jan Hoffmann*, P.E. & L.S.
 L.S. # 15434 PRINCIPAL, ANALYSIS SECTION
 DATE JUN 26 1992 SERIAL NO. 738



CITY OF CAPE MAY TAX MAP
 BLOCK 1061, LOTS 44 & 47
 CITY OF CAPE MAY, CAPE MAY COUNTY, NJ

EDA Engineering Design Associates, P.A.
 Engineers Environmental Planners Landscape Architects
 CAMBRIDGE PROFESSIONAL OFFICES
 5 Cambridge Drive Ocean View, NJ 08230
 (609) 390-0332 FAX (609) 390-9204

DATE: 6/22/2022 DRAWN BY: MAJ
 SCALE: 1"=100' PROJECT #: CM-102

FIGURE 8.2



PROJECT
AREAS

CITY OF CAPE MAY TAX MAP
 BLOCK 1168 LOT 2 / BLOCK 1167 LOT 2 / BLOCK 1165 LOTS 1 & 6
 BLOCK 1164 LOT 6 / BLOCK 1163 LOT 7
 CITY OF CAPE MAY, CAPE MAY COUNTY, NJ

DATE: 8/4/2022
 SCALE: 1"=300'

DRAWN BY: MAJ
 PROJECT #: CM-102

FIGURE 1.2

EDA Engineering
 Design
 Associates, P.A.
 Engineers Environmental Planners Landscape Architects
 CAMBRIDGE PROFESSIONAL OFFICES
 5 Cambridge Drive Ocean View, NJ 08230
 (609) 390-0332 FAX (609) 390-9204