Riverview Title Agency, LLC

1073 Palisade Avenue Fort Lee, NJ 07024

Telephone: (201) 849-5300 * Fax: (201) 849-5302

October 05, 2021

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

Re:

File No. RT-5764J

Jersey Central Power & Light Company Lot 31 and 32 Qualifier CA in Block 39.04

Dear Sir/Madam:

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

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

Thank you for this opportunity to be of service.

Sincerely,

RIVERVIE

By:

JoAnne B. Lima

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. **DEFINITIONS**

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

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

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- If all of the Schedule B, Part I—Requirements have not been met within the time period specified
 in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and
 obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions, and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II— Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

[Transaction Identification Data for reference only:]

[Issuing Agent: Riverview Title Agency, LLC]

[Issuing Office: 1073 Palisade Avenue, Fort Lee, NJ 07024]

[Issuing Office's ALTA® Registry ID:]

[Loan ID Number:]
[Commitment Number:

[Issuing Office File Number: RT-5764J]

[Property Address: 218 39th Street East, Sea Isle City, NJ 08243-2004]

[Revision Number:

SCHEDULE A

- 1. Commitment Date: September 15, 2021
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
 Proposed Insured: TBD
 Proposed Policy Amount: \$TBD
 - (b) 2006 ALTA® Loan Policy Proposed Insured: TBD Proposed Policy Amount: \$TBD
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- 4. The Title is, at the Commitment Date, vested in:

Jersey Central Power & Light Company acquired title by:

Deed from Mary M. Maher, dated January 26, 2011, recorded February 15, 2011 in the Cape May County Clerk's Office in Deed Book D3446, Page 239.

The Land is described as follows:

(SEE LEGAL DESCRIPTION ATTACHED HERETO)

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

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

RIVERVIEW TITLE AGEN

Authorized Signatory

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

LEGAL DESCRIPTION

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

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

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

NOTE: Lot and Block shown for informational purposes only.

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

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

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SCHEDULE B, PART I Requirements (continued)

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

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SCHEDULE B, PART I Requirements (continued)

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

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SCHEDULE B, PART II Exceptions

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

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

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

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SCHEDULE B, PART II Exceptions (continued)

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



NEW JERSEY TAX & ASSESSMENT SEARCH

For: RIVERVIEW TITLE AGENCY

BLOCK: 39.04 ASSESSED OWNER: JERSEY CENTRAL POWER & LIGHT CO

LOT : 31 BILLING ADDRESS : % G THORNTON PO BOX 4747 OAKBROOK, IL 60522

QUAL : CA LOT ADDRESS : 218 39TH ST EAST

(MUNI CODE: 0509) 233 JOHN F KENNEDY BLVD HTTP://SIS-

OMS.RISK.REGN.NET/N SEA ISLE NJ 08243

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

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION

(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19

CALL (609) 263-4461 FOR INSPECTION

INSPECTION FEE 20.00

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

APX. LOT SIZE : 50X110

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

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

TAX EXEMPTIONS : NONE

2020 TAXES : \$2,603.50 PAID IN FULL

-2021 - DUE DATE :

QTR1 - 02/01 : \$650.88 PAID QTR2 - 05/01 : \$650.87 PAID QTR3 - 08/01 : \$704.08 PAID OTR4 - 11/01 : \$704.08 OPEN

-2022 - DUE DATE :

QTR1 - 02/01 : \$677.48 OPEN QTR2 - 05/01 : \$677.48 OPEN

ADDED ASSESSMENTS : NONE

WATER ACCOUNT # : SEE ADDENDUM
SEWER ACCOUNT # : SEE ADDENDUM

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

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

ORDINANCE #: NONE

G3/1.21

TYPE OF IMPROVEMENT:

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

REPORT FEE: \$30.00



NEW JERSEY TAX & ASSESSMENT SEARCH

For: RIVERVIEW TITLE AGENCY

BLOCK : 39.04

ASSESSED OWNER : JERSEY CENTRAL POWER & LIGHT CO

LOT : 31 QUAL : CA

BILLING ADDRESS : % G THORNTON PO BOX 4747 OAKBROOK, IL 60522

LOT ADDRESS

: 218 39TH ST EAST

XLOT : 32

CAPE MAY

: SEA ISLE CITY (609) 263-4461

(MUNI CODE: 0509)

233 JOHN F KENNEDY BLVD HTTP://SIS-OMS.RISK.REGN.NET/N SEA ISLE NJ 08243

WATER ACCOUNT # : SEA ISLE CITY 233 JOHN F KENNEDY BLVD SEA ISLE, NJ 08243 609-263-4461 ACCT #: 1202 0 07/01/2021 - 09/30/2021 \$82.00 PAID; SUBJECT TO FINAL READING; \$75.00 FINAL READING FEE; PLEASE PROVIDE 2 WEEKS NOTICE.

SEWER ACCOUNT #

G3/1.21

: SEA ISLE CITY 233 JOHN F KENNEDY BLVD SEA ISLE, NJ 08243 609-263-4461 ACCT #: 1202 0 07/01/2021 - 09/30/2021 \$223.00 PAID; SUBJECT TO FINAL READING; \$75.00 FINAL READING FEE; PLEASE PROVIDE 2 WEEKS NOTICE.

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

REPORT FEE: \$30.00



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

370-4768-20

RE: RT-5764

CERTIFIED TO:

RIVERVIEW TITLE AGENCY 1073 PALISADE AVE FORT LEE NJ 07024

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

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

DATED

09-24-2021

TTME

08:45 AM



370-4768-20 **CERTIFIED TO:**

RE: RT-5764

RIVERVIEW TITLE AGENCY 1073 PALISADE AVE FORT LEE NJ 07024

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

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

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

DATE ISSUED: 10-05-2021

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

DEPARTMENT OF HOMELAND SECURITY Federal Emergency Management Agency

OMB Control No. 1660-0040

Expires: 10/31/18

STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

SECTION I - LOAN INFORMATION 1. LENDER/SERVICER NAME AND ADDRESS 2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) Owner: JERSEY CENTRAL POWER & LIGHT CO THE PROPOSED LENDER Address Found: Address Supplied: 218 39TH ST EAST 218 39TH ST EAST SEA ISLE CITY, NJ 00000 SEA ISLE CITY, NJ BLOCK: 39.04 BLOCK: 39.04 LOT: 31 LOT: 31,32 QUALIFIER: CA QUALIFIER: CA 4. LOAN IDENTIFIER 5. AMOUNT OF FLOOD INSURANCE REQUIRED LENDER/SERVICER ID # **SECTION II** A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION 1. NFIP Community Name 2. County(ies) 3. State 4. NFIP Community Number 345318 CAPE MAY NJ SEA ISLE CITY B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME 1. NFIP Map Number or Community-Panel Number 2. NFIP Map Panel Effective / 3. Is there a Letter of Map Change (LOMC)? (Community name, if not the same as "A") Revised Date ONO 345318 0162 F 05-OCT-2017 (If yes, and LOMC date/no. is available, **O**YES 5. No NFIP Map 4. Flood Zone enter date and case no. below). Case No. AE Date C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.) Federal Flood Insurance is available (community participates in the NFIP). X Regular Program Emergency Program of NFIP Federal Flood Insurance is not available (community does not participate in the NFIP). 2. 3. Building/Mobile Home is in a Coastal Barrier Resources Area(CBRA) or Otherwise Protected Area(OPA). Federal Flood Insurance may not be available. CBRA/OPA Designation Date: D. DETERMINATION IS BUILDING/MOBILE HOME INSPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A " OR "V")? 🛛 Yes 🗌 No If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed. This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building /mobile home on the NFIP map. E. COMMENTS (Optional) Base Flood Elevation: 9 FEET THIS CHARLES JONES DETERMINATION IS CERTIFIED BY CHARLES JONES LLC TO THE PROPOSED LENDER FOR THE SOLE PURPOSE OF ITS COMPLYING WITH THE FLOOD DISASTER PROTECTION ACT OF 1973. CHARLES JONES LLC HAS PROVIDED THIS FLOOD DETERMINATION TO BE USED BY THE ENTITY NAMED IN SECTION 1, BOX 1 FOR COMPLIANCE WITH THE 1994 REFORM ACT. IT MAY NOT BE UTILIZED FOR ANY OTHER PURPOSE, INCLUDING, BUT NOT LIMITED TO, PROPERTY PURCHASE CONSIDERATION OR PROPERTY VALUE DETERMINATION. Customer Reference: Requested By: Customer Name: RIVERVIEW TITLE AGENCY Account: 370476820 RT-5764 Attention: 1073 PALISADE AVE FORT LEE, NJ 07024 Address: F. PREPARER'S INFORMATION NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) Date of Determination Charles Jones LLC 15-SEP-2021 P.O. Box 8488 Search Number Trenton, NJ 08650 - 0488 Fl.2021-258-1608 www.charlesjones.com

Loc	n Number:	Order Number;	FL2021-258	-1608	Determination Date:	15 SED 2021		
	n Number:		r∟∠∪∠ 1~∠3ă	- 1000	резеняния вы рязе:	10-9EM-2027		
	ICE IS GIVEN TO: JERSEY CENTRAL							
any Fed und per	e Flood Disaster Protection Act of 1973, a y loan secured by improved real estate, or deral Emergency Management Agency (F der the National Flood Insurance Act of 18 rsonal property securing such loan is cove lance of the loan or the maximum limit of or	a mobile home located EMA) as an area havin 68, through the Nation ared for the term of the	d or to be loca ig special floo al Flood Insur loan by flood	ted, in an area that d hazards and in w ance Program (NF nsurance in an am	t has been identified by the hich flood insurance has IP), unless the building o sount at least equal to the	he Adminstrator of the been made available or mobile home and any outstanding principal		
TOP	OTICE TO BORROWER ABOUT SPECIAL FLOOD HAZARD AREA STATUS							
X	Notice of Property in Special Flood Hazard Area (SFHA)							
	he building or mobile home securing the toan for which you have applied is or will be located in an area with special flood hazards. The area has een identified by the Administrator of FEMA as an SFHA using FEMA's Flood Insurance Rate Map or the Flood							
	Hazard Boundary Map for the following community: SEA ISLE CITY							
_	This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a SFHA is 26 percent (26%). Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in an SFHA. If you would like to make such a request, please contact us for further information.							
Ш	Notice of Property Not in Special Flood I							
	The building or mobile home described in the attached instrument is not currently located in an area designated by the Administrator of FEMA as a SFHA. NFIP flood insurance is not required, but may be available. If, during the term of this loan, the subject property is identified as being in a SFHA, as designated by FEMA, you may be required to purchase and maintain flood insurance at your expense. IOTICE TO BORROWER ABOUT FEDERAL FLOOD DISASTER ASSISTANCE							
_		_ FLOOD DISASTER A	45515 I ANGE					
X	, ,							
	The community in which the property securing the loan is located participates in the NFIP. The Flood Disaster Protection Act of 1973, as amende mandates federally insured or regulated lenders to require the purchase of flood insurance on all buildings being financed that are located in SFF communities participating in the NFIP. The flood insurance must be maintained for the term of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance at your expense.							
Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the for through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.								
	Escrow Requirement for Residential Loans							
	Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If your lender notifies you that an escrow account is required for your loan, then you must pay your flood insurance premiums and fees to the lender or its servicer with the same frequency as you make loan payment for the duration of your loan. These premiums and fees will be deposited in the escrow account, which will be used to pay the flood insurance provider.							
	At a minimum, flood insurance purchase	d must cover the lesser	of					
	(1) the outstanding principal bala		pe of property	under the NFIP.				
	Flood insurance coverage under the NFT which the property is located.				the loan minus the value	e of the land on		
Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of you if your community's participation in the NFIP is in accordance with NFIP requirements. Although you may not be required to maintai on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.								
	Notice in Nonparticipating Communities							
	Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is locate does not participate in the NFIP. In addition, if the nonparticipating community has been identified for at least one year as containing an SFHA, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.							
	Borrower's Signature	Date		Borrower's Signati	ure ·	Date		
	Lending Institution	Date		Lendina Institution	Authorized Signature	Date		



HEREBY ISSUED TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 370476820

REFERENCE: RT-5764

RIVERVIEW TITLE AGENCY

1073 PALISADE AVE FORT LEE, NJ 07024

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

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 112-1992

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: CAPE MAY

STATE: NEW JERSEY

MUNICIPALITY: CITY OF SEA ISLE CITY

BLOCK: 39.04

LOT: 31,32

STREET NUMBER & NAME: 218 39TH ST EAST CA

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 15-SEP-2021

FEE:

\$30.00

TAX:

\$0.00

TOTAL:

\$30.00

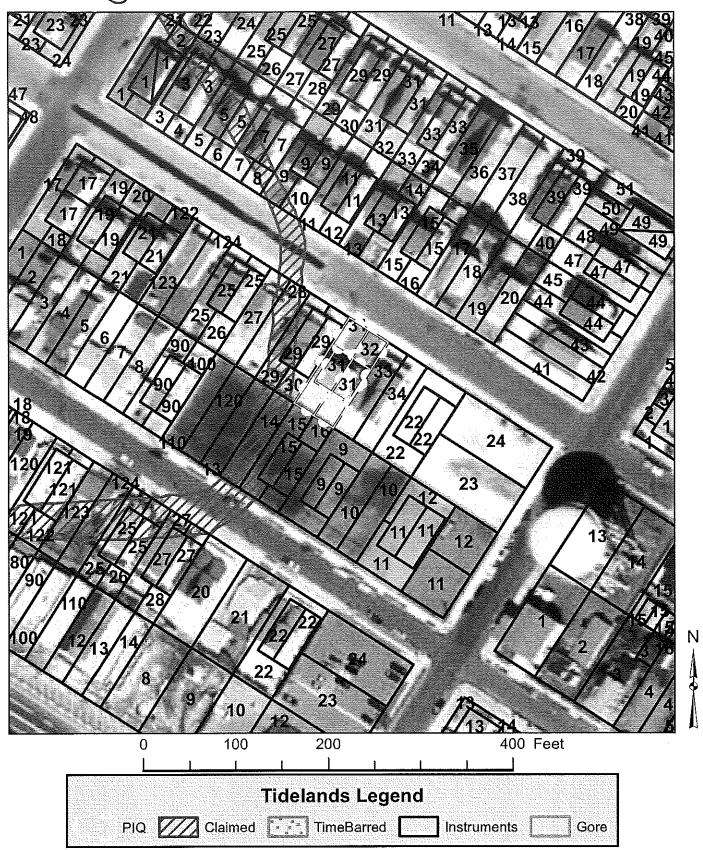
CHARLES JONES LLC

HAS EXECUTED THIS CERTIFICATE

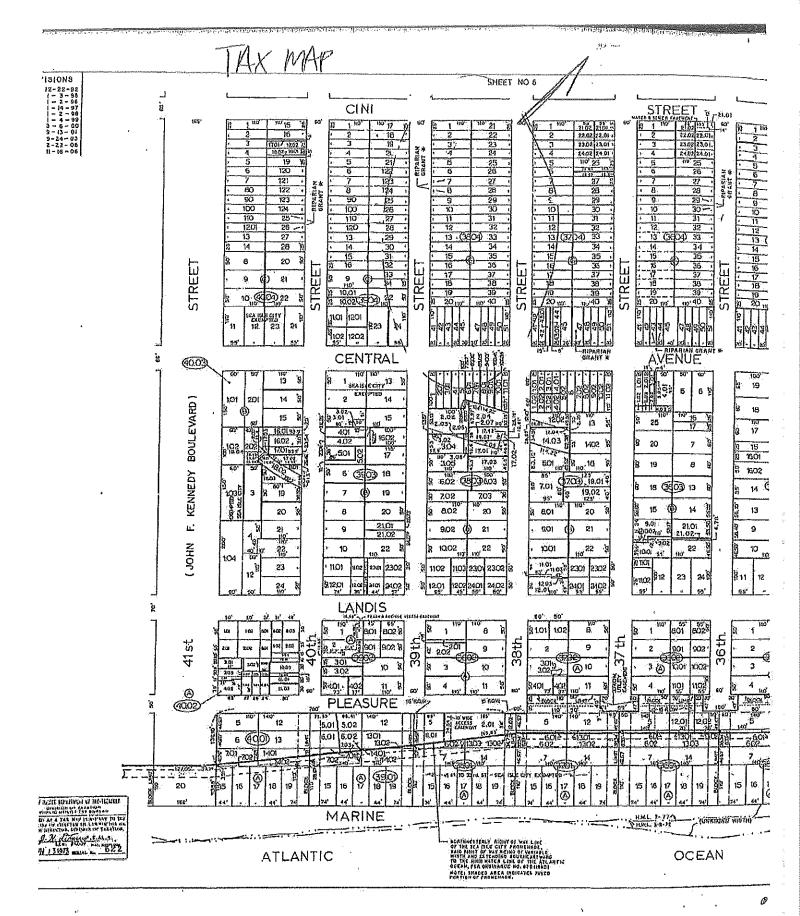
TD21-258-1609



Tidelands Claim Search



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



آ از (۱ Prepared by

George K. Miller, Jr., Esquire

Bk D3446 F9239 #375 CDUNTY DF CAPE NAY Consideration 496,500.00 Realts Transfer Fee 4,141.40 Date 02-15-2011 By CLERKKAT

DEED

This Deed is made on

January

26

,2011,

BETWEEN

Mary M. Maher

with an address at 218A 39th Street, Sea Isle City, NJ 08243, referred to as the "Grantor",

AND

Jersey Central Power & Light Company,

whose address is 300 Madison Avenue, Morristown, New Jersey 07960, referred to as the "Grantee".

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FOUR HUNDRED NINETY SIX THOUSAND FIVE HUNDRED AND NO/100 (\$496,500.00) DOLLARS.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Sea Isle City Block No. 39.04 Lot No. 31 & 32 CA

Property. The property consists of the land and all the buildings and structures on the land commonly known as 218 39th Street (East Unit a/k/a Unit A) in the City of Sea Isle, County of Cape May and State of New Jersey. The legal description is more particularly described in the legal description attached hereto.

BEING the same premises conveyed to (i) to the Grantor herein by deed from William Maher, Maryanne McAdams, Diane Maher Burgess, Margaret Mary Callahan, Patricia Dollinger, Therese Maher, Nadine Maher and Bernadette Flannigan dated January 10, 2011 and about to be recorded just prior hereto; (ii) William Maher, Maryanne McAdams, Diane Maher Burgess, Patricia Dollinger, Therese Maher, Nadine Maher, Bernadette Flannigan and Margaret Mary Callahan, by deed from Mary M. Maher, dated October 17, 2003, recorded November 17, 2003 in the Cape May County Clerk's Office in Deed Book 3050, Page 903 and (iii) and conveyed to Mary Maher by Deed dated January 12, 1980 and recorded on or about January 23, 1980 in Deed Book 1442 Page 693 et seq. in the Cape May County Clerk's Office by John R. Grasso and Elvena R. Grasso his wife.

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

(01132813;1 /LDS)

State of New Jersey

Seller's Residency Certification/Exemption (C.55, P.L. 2004)

SEL! Nam	6 Print or Type) LER(S) INFORMATION (see Instructions, page 2): (s) Mary Maher	بر. بالمار وياد وهو معامد والموارة ، والموارة	કેલ્લાક કરામાં માત્ર કર્યો છે. જ્યો કેટ જા	P9240	tadit que que espesió de la place a talendar en estaben na a constante a constante de la constante de constant
Curr	ent Resident Address 218 A 39th Street	والمراجعة المعادية والمتاركة والمتار	eller akiskin in indonesia da eefik (gege ta a	din veterir benedik besteht (establisch)	office of metalolishing a compression of the conference of the contract of the
City,	Town, Post Office Sea Isle City	S	tate NJ	Zip Code	08243
	PERTY INFORMATION (Brief Property Description): (s) 39.04 Lot(s) 31 and 32				
Street	t Address 218 A 39th Street			manufacture in more production and a consequence of	ويستعددون والوارسية والمتكارية والمتكارية
City	Town Post Office Sea Isle City	8	state NJ	Zip Code	08243
Selle	's Percentage of Ownership Consider	ration \$496,5	00.00	Closing	Date Journal
SEL	LER'S ASSURANCES (Check the Appropriate Box) (B	oxes 2 throu	gh 8 apply t	o Residents ar	id NON-residents):
1. [I am a resident taxpayer (individual, estate or trust) of and will file a resident gross income tax return and pay disposition of this property.	the State of I any applicab	Yew Jersey p le taxes on a	oursuant to N.J ny gain or inco	.S.A. 54A:1-1 et seq. me from the
2. [The real property being sold or transferred is used exc section 121 of the federal Internal Revenue Code of 198	36, 26 U.S.C. :	s. 121.		
3. [I am a mortgagor conveying the mortgaged property to foreclosure with no additional consideration.				
4. [Seller, transferor or transferee is an agency or authority the State of New Jersey, the Federal National Mortgage Corporation, the Government National Mortgage Asso	ge Association ciation, or a p	n, the Federa rivate mortg	al Home Loan I rage insurance	company.
5. I	Seller is not an individual, estate or trust and as such n N.J.S.A. 54A:1-1 et seq.	ot required to	make an es	timated payme	nt pursuant to
6. I	The total consideration for the property is \$1,000 or les payment pursuant to N.J.S.A. 54A:5-1-1 et seq.				
7.	The gain from the sale will not be recognized for Feder or is a cemetery plot. (CIRCLE THE APPLICABLE) transaction, the seller acknowledges the obligation to fi (see instructions).	SECTION.)]	f such sectio	n does not ultii	nately apply to this
I	No non-like kind property received.				an t 1 it
8. [Transfer by an executor or administrator of a decedent estate in accordance with the provisions of the deceden	t to a devisee it's will or the	or heir to eff intestate lav	ect distribution ws of this state.	of the decedent's
The of Ta	LER(S) DECLARATION: indersigned understands that this declaration and its cont xation and that any false statement contained herein could re that I have examined this declaration and, to the best of ring this box [], I certify that the Power of Attorney to rep ded simultaneously with the deed to which this form is att	I be punished f my knowled present the se ached.	ny me, mp ge and belief eller(s) has b	risonment, or t i, it is true, corr een previously	rect and complete. By recorded or is being
p ieja sedan ja	1-7-2011 Mary 7 Date Mary Maher	Meher (Seller) Please	indicate if Powe	er of Attorney or A	ttorney in Fact
	MINT A INVESTOR				
despelled:	Date Signature	(Seller) Please	indicate if Powe	er of Attorney or A	ttorney in Fact
GIT/R	Seller's Residency Certification/Exemption EP-3 /10 P6/10	docs	ΛĪ	nted by ALL-STA Division of ALL-ST waslegal.com 8	ATE International, Inc.

DESCRIPTION

Commitment No.: CTA-60246

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

ALL the following described parcel lying and being in the City of Sea Isle City, County of Cape May, State of New Jersey, including the appurtenances thereto in fee simple subject to the provisions of New Jersey Condominium Act (R.S. 46:8B—I et seq.) its amendments and supplements and to the provisions of that Master Deed of "SEA ISLE SANDS" a condominium dated December 1, 1979 and recorded January 23 1980 in the County Clerk's Office in Deed Book 1442, page 637, and more particularly described as Unit A in said Condominium, and an undivided 50% interest in the common elements of said condominium, which unit and Common Elements have been mote specifically defined in the Master Deed aforesaid, as same may be lawfully amended from time to time in conformity with R.S. 46:8B-10.

Note for Information Only:

The land referred to in this Commitment is commonly known as Lot 31,32, CA, in Block 39.04 on the Tax Map, City of Sea Isle, in the County of Cape May.

Signatures. The Grantor signs this Deed as of the date at the top of the first page

Witnessed by:

Mary Maher

STATE OF TONY SHOOP

, COUNTY OF Mandeynus uses

I certify that on January —, 2011, Mary Maher personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is named in and personally signed this Deed; (b) signed, sealed and delivered this Deed as his or her act and deed; and (c) made this Deed for \$496,500.00 as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in N.J.S.A. 46:15-5).

COMMONWEAL TH OF BENNEYLVANIA

Notarial Seal
Catherine Hanna, Notary Public
Hatfield Twp., Montgomery County
My Commission Expires July 27, 2012
Member, Pennsylvania Association of Notaries

Bk D3446 F9243 \$375 RECORDED COUNTY OF CAPE MAY Rita Marie Fulsiniti, County Clerk Recordins Fee 80.00 Date 02-15-2011 & 03:05p

DEED

Mary Maher

Grantor,

TO

Jersey Central Power & Light Company,

Grantee.

Record and Return to:

Richard J. Conway, Jr., Esq. Schenck, Price, Smith & King, LLP 220 Park Avenue P.O. Box 991 Florham Park, New Jersey 07932

{01132813;1 /L08 }



General Restrictions: Sea Isle Improvement Company

UNDER AND SUBJECT TO THE CONDITION THAT A HOUSE COSTING NOT LESS THAN FIVE HUNDRED DOLLARS SHALL BE ERECTED ON SAID LOT WITHIN TWO YEARS FROM THIS DATE, BY SAID PARTY OF THE SECOND PART HIS HEIRS OR ASSIGNS. UNDER AND SUBJECT TO THE CONVENANTS AND CONDITIONS THAT NO BUILDINGS, OF ANY DESCRIPTION WHATEVER SHALL AT ANY TIME BE ERECTED WITHIN FIFTEEN FEET OF THE LINE OF ANY STREET OR AVENUE. AND ALSO UNDER AND SUBJECT TO THE COVENANTS AND CONDITIONS THAT NO CESS-POOL SHALL BE DUG IN THE EARTH UPON SAID LOT OR ANY PART THEREOF, BUT SHALL PROVIDE TIGHT BOXES FOR SUCH PURPOSES, AND TO KEEP THE SAME CLEAN AND ODORLESS; AND NOT TO ERECT ANY NUISANCE, SUCH AS SLAUGHTER HOUSES OR BONE-BOILING ESTABLISHMENT, OR ANY OTHER NUISNANCES UPON SAID PREMISES, AND TO PERMIT NO DRAINAGE OF ANY KIND OF FILTH INTO THE SOIL IN ANY WAY WHATEVER. AND ALSO UNDER AND SUBJECT TO THE COVENANT THAT ALL DWELLING HOUSES, HOTELS, BOARDING HOUSES, STORES AND BUILDINGS FOR BUSINESS PURPOSES, SHALL BE ERECTED AND SET AT LEAST THREE FEET HIGHER THAN THE GRADE OF THE STREET AS NOW ESTABLISHED. AND THAT THE FRONT OF SAID LOT, BETWEEN THE BUILDING AND THE STREET, SHALL BE KEPT CLEAN AND FREE FROM ALL NUISANCES, AND TO BE ORNAMENTED WITH FLOWERS, VASES OR STATUARY. AND ALSO UNDER AND SUBJECT TO THE COVENANT THAT NOT MORE THAN ONE HOUSE BE BUILT OR ERECTED UPON SAID LOT FOR DWELLING HOUSE PURPOSES, AND THAT NO PRIVY BE BUILT WITHIN FIVE FEET OF THE LINE OF ANY ADJOINING PROPERTY. General Restrictions: Sea Isle Improvement Company 5/6/2005

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



General Restrictions: Sea Isle Improvement Company

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



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE

Governor

Office of Dredging and Sediment Technology Mail Code 401-06 P.O. Box 420 Trenton, new Jersey 08625 (609) 292-1250 FAX: (609) 777-1914 BOB MARTIN Commissioner

KIM GUADAGNO Lt. Governor

December 21, 2011

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

RE:

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

de la

Dear Mr. Dailey:

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

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

The following activities are hereby authorized:

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

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

The following drawings are approved:

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

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

Project Specific Conditions

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

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

Standard Permit Conditions:

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

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

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

Duration of Authorization/Notification of Work

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

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

RECORDED COUNTY OF CAPE MAY
Rita Marie Fulsiniti, County Clerk
Recording Fee 60.00
Date 01-09-2012 8 12:37p

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

Sincerely,

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

Sea Isle City Construction Official

' c: