



## BOROUGH OF SHIP BOTTOM

GATEWAY TO LONG BEACH ISLAND

1621 Long Beach Boulevard  
Ship Bottom, Ocean County, N.J. 08008  
(609) 494-2171 or 2172 Fax (609) 361-8484

# LAND USE DEVELOPMENT APPLICATION

-TO BE COMPLETED BY BOROUGH STAFF ONLY-

Date Filed _____	Docket No. _____
Application Fees _____	Escrow Deposit _____
Scheduled for: Review for Completeness _____	Hearing _____

### 1. SUBJECT PROPERTY - TO BE COMPLETED BY APPLICANT

Location: 1817 OCEAN AVENUE, SHIP BOTTOM, NJ 08008

Tax Map:	Page <u>9</u>	Block <u>58</u>	Lot(s) <u>1.01</u>
	Page _____	Block _____	Lot(s) _____
Dimensions:	Frontage <u>None</u>	Depth <u>130 FT</u>	Total Area <u>6500 SF</u>
Zoning District:	_____		

### 2. APPLICANT

Name: David S. Hodulik and Deborah Ann Hodulik, H/W

Address: 1817 Ocean Avenue Ship Bottom, NJ 08008

Telephone No.: Home: 856 905 5112 Local: 856 905 5112

Work: 856 905 5112 Fax: N/A

Applicant is a: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual X

☒ Other (Please Specify) \_\_\_\_\_

### 3. DISCLOSURE STATEMENT

Pursuant to N.J.S.A. 40:55D-48.1, the names and address of all persons owning 10% of the stock in a corporate applicant or 10% interest in any partnership applicant must be disclosed. In accordance with N.J.S.A. 40:55D-48.2, that disclosure requirement applies to any corporation or partnership which owns more than 10% interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed (attach pages as necessary to fully comply).

Name \_\_\_\_\_ Address \_\_\_\_\_ Interest \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Interest \_\_\_\_\_

### 4. If Owner(s) is other than the applicant, provide the following information on the owner(s):

Owner's Name APPLICANT S ARE THE OWNERS, SEE ABOVE

Address \_\_\_\_\_

Telephone No. Home: \_\_\_\_\_ Work: \_\_\_\_\_ Local: \_\_\_\_\_

Relationship of the applicant to the property in question:

Owner \_\_\_\_\_ Lessee \_\_\_\_\_ Purchaser Under Contract \_\_\_\_\_ Other \_\_\_\_\_

## 5. PROPERTY INFORMATION

Deed restrictions, covenants, easements, rights of way, association bylaws or other dedication existing or proposed on the property:

Yes (Attach copies) Dune & Access Easement No. Proposed None

**Note:** All deed restrictions covenants, easement, rights of way association bylaws, or other dedications existing and proposed must be submitted for review.

### Site Plan and/or conditional use applicants:

Proposal for: New structure Yes Expanded area \_\_\_\_\_ Alteration \_\_\_\_\_

Expansion of structure \_\_\_\_\_ Change of Use \_\_\_\_\_ Sign \_\_\_\_\_

Other (Please specify) \_\_\_\_\_

**Has this property been the subject of any prior application(s) to the Planning Board or Zoning Board of Adjustment?** Yes \_\_\_\_\_ No X If so, please attach the date(s), the relief sought, the disposition of the case and a copy of the resolution(s).

### Is the subject property located on:

A county road: Yes \_\_\_\_\_ No NO; A State Road: Yes \_\_\_\_\_ No NO;

Within 200 feet of a municipal boundary: Yes \_\_\_\_\_ No NO

**Present use of the premises:** The existing home is a residential use. The proposed new residence will be located in the same approximate footprint as the existing home, except that the new residence proposes to add structure for an elevator and stairs at the westerly portion of the new building.

6. **Applicant's Attorney** David S. Hodulik, Esq.  
Address 714 E. Main Street, Suite 2B, Moorestown, NJ 08057  
Telephone No. 856-905-5112 Fax No. None
7. **Applicant's Engineer** David S. Hodulik, P.E., P.P., DSH Engineering, Inc.  
Address 121 E. 19th Street, Ship Bottom, NJ 08008-4461  
Telephone No. 856-905-5112 Fax No. None
8. **Applicant's Planning Consultant** David S. Hodulik, P.E., P.P.  
Address 121 E. 19th Street, Ship Bottom, NJ 08008-4461  
Telephone No. 856-905-5112 Fax No. None
9. **Applicant's Architect** Edward S. Gorleski, AIA, NCARB, the Creative Minds Group Architecture, LLC,  
Address 176 Timberlake Drive, Manahawkin, NJ 08050  
Telephone No. (856) 237.9981, Cell (609) 879.3005 Fax No. None
10. **List any other Expert who will submit a report or who will testify for the Applicant:** (Attach additional sheets as may be necessary)  
Name \_\_\_\_\_  
Field of Expertise \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**11. APPLICATION REPRESENTS A REQUEST FOR THE FOLLOWING:**

**SUBDIVISION:**

☐ Minor subdivision Approval  
☐ Subdivision Approval (Preliminary)  
☐ Subdivision Approval (Final)  
Number of lots to be created \_\_\_\_\_ Number of proposed dwelling units \_\_\_\_\_ (If applicable)  
Area and dimensions of each proposed lot \_\_\_\_\_

**SITE PLAN:**

☒ Minor Site Plan Approval, if needed  
☐ Preliminary Site Plan Approval [Phases (if applicable) \_\_\_\_\_]  
☐ Final Site Plan Approval [Phases (if applicable) \_\_\_\_\_]  
☐ Amendment or Revision to an Approved Site Plan Area to be disturbed (square feet) \_\_\_\_\_

Total number of proposed dwelling units One  
☐ Request for Waiver from Site Plan Review and Approval  
Reason for request: \_\_\_\_\_

☐ Informal Review  
☐ Appeal decision of an Administrative Officer [N.J.S.A. 40:55D-70a]  
☒ Map or Ordinance Interpretation or Special Question [N.J.S.A. 40:55D-70b]  
☒ Variance Relief (hardship) [N.J.S.A. 40:55D-70c(1)]  
☒ Variance Relief (substantial benefit) [N.J.S.A. 40:55D-70c(2)]  
☐ Variance Relief (use) [N.J.S.A. 40:55D-70d]  
☐ Conditional Use Approval [N.J.S.A. 40:55D-67]  
☐ Direct issuance of a permit for a structure in bed of a mapped street, public drainage way, or flood control basin [N.J.S.A. 40:55D-34]  
☐ Direct issuance of a permit for a lot lacking street frontage [N.J.S.A. 40:55D-35]

**12. Section(s) of Ordinance from which a variance is requested:**

Section 16.32.010 D for a front yard (or rear yard) variance depending on the Land Use Board interpretation, per Section 16.08.20 side yard for proposed stairs to match existing stair setback

**13. Waivers Requested of Development Standards and/or Submission Requirements: [attach additional pages as needed]**

**14. Attach a copy of the proposed Notice to appear in the official newspaper of the municipality and to be mailed to the owners of all real property, as shown on the current tax duplicate, located within the State and within 200 feet in all directions of the property which is the subject of this application. \*The Notice must specify the sections of the Ordinance from which relief is sought, if applicable.**

**\*The publication and the service on the affected owners must be accomplished at least 10 days prior to the date scheduled by the Administrative Officer for the hearing.**

**\*An affidavit of service on all property owners and a proof of publication must be filed before the application will be complete and hearing can proceed.**

**15. Explain in detail the exact nature of the application and the changes to be made at the premises, including the proposed use of the premises: [attach pages as needed]**  
See attached statement.

## STATEMENT OF NATURE OF THE APPLICATION

David S. Hodulik and Deborah Ann Hodulik are applying to the Land Use Review Board of the Borough of Ship Bottom in the County of Ocean for bulk variance relief to allow for the construction of a new residence at the premises known as 1817 Ocean Avenue, Ship Bottom, New Jersey, Lot 1.01, Block 56, in an R-3 zone. The existing and proposed decks facing the ocean will continue to abut the building line shown on the tax map. The proposed new residence will be located in the same approximate footprint as the existing home, except that the new residence proposes to add structure for an elevator and stairs at the westerly portion of the new building. The applicants request an interpretation from the land use board that the westerly portion of the site is the front yard for the property. If that interpretation is granted, variance relief is requested to allow the structure for the elevator and stairs proposed at the westerly side of the residence to be at 8 feet from the westerly property line, for a variance of 7 feet, when a 15 foot front yard is required. (The bulk variance requirements for the R-3 zone are set forth in the ordinance section 16.32.010 D). Otherwise, if the land use board determines the westerly portion of the site is a rear yard, then the applicants would request a variance of 12 feet, because a rear yard requires a 20 foot distance, and the stairs and elevator would still be 8 feet from the westerly property line. Per ordinance section 16.08.020, under the definition of front yard regarding a lot with no street frontage, but where the access to the lot is provided via an easement across an adjacent property as is the situation for this property, the front yard shall be determined by the land use review board during their review of an appeal.

The proposed northerly setback for the existing and proposed residence conforms to a 5 foot side setback. On the southerly side of the residence there are existing stairs that lead to the oceanfront deck that is at an existing side yard setback of 6.6 feet. The applicants propose to keep that same deck setback so that new replacement stairs can be installed to continue to allow access to the lower front deck from grade, which would require a continued variance for 3.4 feet from the 10 foot setback requirement. (The southerly setback from the building structure to the southerly property line conforms, with both existing and proposed building at 10 feet). The existing residence is non-conforming with a first floor area of 777 square feet, when 900 square feet area is required. The proposed first floor area for the new home would be conforming at 1004 square feet. (Please note that the added structure for the interior stairs and elevator is 199 square feet). The applicants request site plan approval, if needed, and any other bulk variances, waivers or approvals deemed necessary by the Land Use Board.

There is a hardship for this property because (1) the building line does not allow any new development easterly on the property, (2) CAFRA will not allow the existing or proposed oceanfront decks to be converted to living space along the easterly side of the building, (3), without a yard variance on the westerly side of the property, the applicants will not be able to increase the required first floor area above the required 900 square first floor area, and (4) without a westerly yard variance the applicants cannot install the proposed elevator or interior stairs adjacent to the elevator.

16. Is a public water line available? Yes
17. Is public sanitary sewer available? Yes
18. Does the application propose any lighting? No.
19. Have any proposed new lots been reviewed with the Tax Assessor to determine appropriate lot and block number? No
20. Are any off-tract improvements required or proposed? No
21. Is the subdivision to be filed by Deed or Plat? Not Applicable
22. What form of security does the applicant propose to provide as performance and maintenance guarantees? If any security is required, applicants will post bond, cash, or letter of credit.
23. Other approvals which may be required and date plans submitted:

	Yes	No	Date Plans Submitted
Ship Bottom Fire Prevention Bureau	<u>X</u>		
Ship Bottom Water & Sewer Department	<u>X</u>		
Ship Bottom Public Works Department	<u>X</u>		
Long Beach Island Health Department		<u>X</u>	
Ocean County Planning Board		<u>X</u>	
Ocean County Soil Conservation District		<u>X</u>	
NJ Dept. of Environmental Protection	<u>X</u>		CAFRA to be submitted
Sanitary Sewer Connection Permit	<u>X</u>		
Sewer Extension Permit		<u>X</u>	
Waterfront Development Permit		<u>X</u>	
Wetlands Permits		<u>X</u>	
Tidal Wetlands Permit		<u>X</u>	
FEMA		<u>X</u>	
NJ Department of Transportation		<u>X</u>	
Atlantic Electric	<u>X</u>		
NJ Natural Gas	<u>X</u>		
Other _____			

24. Certification from the Tax Collector that all taxes due on the subject property have been paid.
25. List of Maps, Reports and other materials accompanying the application (attach additional pages as required for complete listing).  
 \*The documentation must be received by the Board Secretary at least twenty one [21] days prior to the meeting at which the application is to be considered, or as otherwise required in Section 16.80.010 of the Land Development Ordinance. A list of the professional consultants is attached to the application form.

Quantity	Description of Item
18	Architectural Plans Edward S. Gorleski, AIA, NCARB, the Creative Minds Group Architecture, LLC.
18	Plot Plan David Hodulik, P.E., P.P. DSH Engineering Inc.

26. The Applicant hereby requests that copies of the reports of the professional staff reviewing the application provided to the following of the applicant's professionals:

\*Specify which reports are requested for each of the applicant's professionals or whether all reports should be submitted to the professional listed.

	Applicant's Professional	Reports Requested
X	Attorney	All
X	Engineer	All

#### CERTIFICATIONS

27. I certify that the foregoing statements and the materials submitted are true, and waive all applicable time limits until the first public hearing of this application. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the Corporation or that I am a general partner of the partnership applicant. [If the applicant is a corporation this must be signed by an authorized corporate officer. If the applicant is a partnership, this must be signed by a general partner].

10/19/23  
DATE

Dan S. Hochuli  
SIGNATURE OF APPLICANT

10/19/23  
DATE

Dan S. Hochuli  
SIGNATURE OF OWNER

28. I, the Developer/Applicant understand that a sum, to be determined by the Administrative Officer, will be deposited in an Escrow Account, in accordance with the Ordinances of the Borough of Ship Bottom. I further understand that the escrow account is established to cover the cost of professional services including engineering, planning, legal and/or other expenses associated with the review of submitted materials. Sums not utilized in the review process shall be returned. If additional sums are deemed necessary, I understand that I will be notified of the required additional amount and shall add that sum to the escrow account within fifteen (15) days. I, the Developer/Applicant, as signed below acknowledge familiarity with the procedures set forth in the Ship Bottom Borough Land Development Ordinance for submittals and required action and agree to be bound by it.

10/19/23  
DATE

Dan S. Hochuli  
SIGNATURE OF OWNER OR APPLICANT

#### BOROUGH OF SHIP BOTTOM PROFESSIONAL CONSULTANTS

##### Land Use Board Attorney

Joseph D. Coronato, Sr., Esq.  
Coronato Law  
680 Hooper Avenue, Suite 304  
Toms River, NJ 08753

Office: (732) 240-4600  
Fax: (732) 557-0063

##### Land Use Board Engineer/Planner

Frank J. Little, Jr., P.E., P.P.  
Owen Little & Associates  
443 Atlantic City Blvd.  
Beachwood, NJ 08722

Office: (732) 244-1090  
Fax: (732) 341-3412

## NOTICE OF HEARING

Please take notice that David S. Hodulik and Deborah Ann Hodulik have appealed to the Land Use Review Board of the Borough of Ship Bottom in the County of Ocean for bulk variance relief to allow for the construction of a new residence at the premises known as 1817 Ocean Avenue, Ship Bottom, New Jersey, Lot 1.01, Block 56, in an R-3 zone. The existing and proposed decks facing the ocean will continue to abut the building line shown on the tax map. The proposed new residence will be located in the same approximate footprint as the existing home, except that the new residence proposes to add structure for an elevator and stairs at the westerly portion of the new building. The applicants request an interpretation from the land use board that the westerly portion of the site is the front yard for the property. If that interpretation is granted, variance relief is requested to allow the structure for the elevator and stairs proposed at the westerly side of the residence to be at 8 feet from the westerly property line, for a variance of 7 feet, when a 15 foot front yard is required. Otherwise, if the land use board determines the westerly portion of the site is a rear yard, then the applicants would request a variance of 12 feet, because a rear yard requires a 20 foot distance, and the stairs and elevator would still be 8 feet from the westerly property line. The proposed northerly setback for the existing and proposed residence conforms to a 5 foot side setback. On the southerly side of the residence there are existing stairs that lead to the oceanfront deck that is at an existing side yard setback of 6.6 feet. The applicants propose to keep that same deck setback so that new replacement stairs can be installed to continue to allow access to the lower front deck from grade, which would require a continued variance for 3.4 feet from the 10 foot setback requirement. (The southerly setback from the building structure to the southerly property line conforms, with both existing and proposed building at 10 feet). The existing residence is non-conforming with a first floor area of 777 square feet, when 900 square feet area is required. The proposed first floor area for the new home would be conforming at 1004 square feet. (Please note that the added structure for the interior stairs and elevator is 199 square feet). The applicants request site plan approval, if needed, and any other bulk variances, waivers or approvals deemed necessary by the Land Use Board.

This appeal is Number \_\_\_\_\_ on the Land Use Review Board's Docket and a public hearing has been ordered for December 20, 2023 at 7 p.m. in the Municipal Building, 1621 Long Beach Boulevard, Ship Bottom, New Jersey, at which time you may appear personally or by agent or Attorney and present any objections which you may have to the granting of this application.

Documents are available for inspection at the office of the Board Secretary, 1621 Long Beach Boulevard, Ship Bottom, New Jersey, during normal business hours.

David and Deborah Ann Hodulik  
1817 Ocean Avenue  
Ship Bottom, NJ 08008  
856-905-5112

## NOTICE OF HEARING TO PROPERTY OWNERS

**PLEASE TAKE NOTICE** that David S. Hodulik and Deborah Ann Hodulik have appealed to the **Land Use Review Board** of the Borough of Ship Bottom in the County of Ocean for bulk variance relief to allow for the construction of a new residence at the premises known as 1817 Ocean Avenue, Ship Bottom, New Jersey, Lot 1.01, Block 56, in an R-3 zone. This premises is within 200 feet of the property owned by you. The existing and proposed decks facing the ocean will continue to abut the building line shown on the tax map. The proposed new residence will be located in the same approximate footprint as the existing home, except that the new residence proposes to add structure for an elevator and stairs at the westerly portion of the new building. The applicants request an interpretation from the land use board that the westerly portion of the site is the front yard for the property. If that interpretation is granted, variance relief is requested to allow the structure for the elevator and stairs proposed at the westerly side of the residence to be at 8 feet from the westerly property line, for a variance of 7 feet, when a 15 foot front yard is required. (The bulk variance requirements for the R-3 zone are set forth in the ordinance section 16.32.010 D). Otherwise, if the land use board determines the westerly portion of the site is a rear yard, then the applicants would request a variance of 12 feet, because a rear yard requires a 20 foot distance, and the stairs and elevator would still be 8 feet from the westerly property line. Per ordinance section 16.08.020, under the definition of front yard regarding a lot with no street frontage, but where the access to the lot is provided via an easement across an adjacent property as is the situation for this property, the front yard shall be determined by the land use review board during their review of an appeal. The proposed northerly setback for the existing and proposed residence conforms to a 5 foot side setback. On the southerly side of the residence there are existing stairs that lead to the oceanfront deck that is at an existing side yard setback of 6.6 feet. The applicants propose to keep that same deck setback so that new replacement stairs can be installed to continue to allow access to the lower front deck from grade, which would require a continued variance for 3.4 feet from the 10 foot setback requirement. (The southerly setback from the building structure to the southerly property line conforms, with both existing and proposed building at 10 feet). The existing residence is non-conforming with a first floor area of 777 square feet, when 900 square feet area is required. The proposed first floor area for the new home would be conforming at 1004 square feet. (Please note that the added structure for the interior stairs and elevator is 199 square feet). The applicants request site plan approval, if needed, and any other bulk variances, waivers or approvals deemed necessary by the Land Use Board.

The appeal is Number \_\_\_\_\_ on the Land Use Review Board's Docket and a public hearing has been ordered for December 20, 2023 at 7 p.m. in the Municipal Building, 1621 Long Beach Boulevard, Ship Bottom, New Jersey, at which time you may appear personally or by agent or Attorney and present any objections which you may have, to the granting of this application. **ALL PLANS AND RELATED PAPERS** are on file and available for inspection in the office of the Land Use Review Board, 1621 Long Beach Boulevard, Ship Bottom, New Jersey, during normal business hours. **THIS NOTICE IS BEING SENT TO YOU** by the applicants as is required by law.

Date: \_\_\_\_\_

David S. Hodulik and Deborah Ann Hodulik  
1817 Ocean Avenue  
Ship Bottom NJ 08008 (856) 905-5112



# AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY :

: SS

COUNTY OF Ocean

David S. Hodulik, of full age, being duly sworn according to law, on oath deposes and says that he or she resides at 1817 Ocean Ave  
in the Municipality of Ship Bottom  
in the County of Ocean, and State of New Jersey that he or she is the owner in fee of all that certain lot, tract, or parcel of land, situated, lying and being in the Borough of Ship Bottom, Ocean County, New Jersey, and known and designated at Lot 1.01, Block 56 and that he or she hereby authorizes and appoints David S. Hodulik as his or her attorney in fact to make the within application on his or her behalf to the Land Use Review Board of the Borough of Ship Bottom, Ocean County, New Jersey.

David S. Hodulik  
Signature

Sworn and subscribed before

me this 19 day  
of Oct, 2023

Julianne Ramos  
PUBLIC NOTARY  
JULIANNE R. RAMOS  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 20, 2025  
ID# 60134978

Prepared by:

*RAH*  
*Borough of Ship Bottom, 1621 Long Beach Blvd., Ship Bottom, NJ 08008*

DEED OF DEDICATION AND PERPETUAL STORM

DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT is made this 10<sup>th</sup> day of April 2013 BY AND

BETWEEN Regina Guarneri 1996 Trust

*Regina Guarneri* Regina Guarneri, Trustee  
whose address is

*1817 Ocean - Ship Bottom*

referred to herein as Grantor,

AND

THE BOROUGH OF SHIP BOTTOM, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 1621 Long Beach Boulevard, Ship Bottom, New Jersey 08008, AND THE STATE OF NEW JERSEY referred to herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located in the Borough of Ship Bottom, County of Ocean, State of New Jersey, and identified as Block 56, Lot 1.01, on the official tax map of the Borough of Ship Bottom, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach at Long Beach Island, New Jersey is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantees desire to participate with each other and the United States Army Corps of Engineers to construct the Long Beach Island Storm Damage Reduction Project, as defined in the August 17, 2005 Project Cooperation Agreement between the Department of the Army and the State of New Jersey, hereinafter "Project"; and,

WHEREAS, in order to accomplish part of the Project, Grantees need a Perpetual Storm Damage Reduction Easement on portions of said Property herein described; and,

WHEREAS, the United States Army Corps of Engineers and/or the State of New Jersey will not participate in the Project unless the Grantees acquire the real property interest herein described in all real property needed for the Project; and,

INSR # 2013061079  
BR BK 15550 PG 344  
RECORDED 06/07/2013 11:55:21 AM  
SCOTT H. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

*5-80mg 535-Ship Bottom NJ*

WHEREAS, the Borough of Ship Bottom shall consider this Deed of Easement in establishing the full assessed value of any lands subject to such restrictions; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to take place on a portion of said Property; and,

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project; and,

WHEREAS, the Grantor acknowledges that after successful implementation of the Project the beach and dune are still subject to the forces of nature which can result in both erosion and accretion of the beach and dune; and,

WHEREAS, this Deed of Easement will also serve to implement the Public Trust Doctrine and ensure permanent public access, use and enjoyment of the beach and ocean.

NOW, THEREFORE, in consideration for the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantees an irrevocable, assignable, perpetual and permanent easement as set forth herein:

**GRANT OF EASEMENT:** A perpetual and assignable easement and right-of-way for the Long Beach Island Storm Damage Reduction Project in, on, over and across that land of the Property described as the area east of the established bulkhead line as shown on the Borough of Ship Bottom official tax maps for the Blocks and Lots listed above for use by the State of New Jersey and the Borough of Ship Bottom, their representatives, agents, contractors and assigns to:

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Long Beach Island Storm Damage Reduction Project together with the right of public use and access;
- e. Post signs, plant vegetation on said dunes and berms;
- f. Erect, maintain, and remove silt screens and snow fences;
- g. Facilitate preservation of dune and vegetation through the limitation of public access to dune areas;

h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures, and obstacles within the limits of the easement.

i. Implement the Public Trust Doctrine and ensure permanent public access, use and enjoyment of the beach and ocean.

The easement reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct a private dune overwalk structure in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function. Prior approval of the plans and specifications for such structures must be obtained from the Borough of Ship Bottom and the State of New Jersey. Such structures are to be considered subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the project. The easement reserves to the Grantor, the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees, subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets. Grantor hereby expressly agrees not to grade or excavate within the easement area or to place therein any structure or material other than a dune walkover as referenced above without prior approval of the plans and specifications for said activities from the Borough of Ship Bottom, the State of New Jersey and/or any applicable Federal agency, as required.

**Duration of Easement:** The easement granted hereby shall be in perpetuity, and in the event that the Borough of Ship Bottom or the State of New Jersey shall become merged with any other geographical entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

If construction of the Project has not begun on said Property by September 30, 2020, then the Grantees, upon written request of the Grantor, shall release this easement of record at the Grantees' sole cost and expense, consistent with all applicable laws in effect at the time the release is requested.

**The Borough of Ship Bottom to Maintain Beach:** The Borough of Ship Bottom agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to cause the beach area abutting Grantor's lands to be maintained, consistent with any applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey, Department of Environmental Protection or the United States Army Corps of Engineers to maintain the beach area.

**Character of Property:** Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the Property as private property; nothing herein shall be deemed to grant to the Grantees or otherwise permit the Grantees or any other person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property.

By the acceptance of this Deed of Easement, the Municipality agrees, to the extent allowed by applicable law, that the Lands burdened by the easement herein described shall not be excluded from the calculation of minimum square footage requirements when construing applications under the Zoning Ordinance of the Municipality.

**Miscellaneous:**

1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

IN WITNESS WHEREOF, with the parties understanding and agreeing to the above, they do hereby place their signatures on the date at the top of the first page.

Accepted by the  
PROPERTY OWNER, GRANTOR

Régina Guarnieri  
GRANTOR Régina Guarnieri  
Trustee

Date April 10, 2013

Witnessed by:

Lynn Lyons  
NOTARY PUBLIC OF THE  
STATE OF ~~NEW JERSEY~~  
New York

Lynn Lyons  
Notary Public, State of New York  
No. 5072233  
Qualified in Dutchess County  
Commission Expires January 27, 2015  
March 22, 2015

Accepted by the  
BOROUGH OF SHIP BOTTOM, GRANTEE

BY: William Huelisenbeck  
(Signature)

William Huelisenbeck  
(Print Name)

Mayor  
(Official Title)

Date 4-23-13

Witnessed by:

Kathleen Wells 4-23-13  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

Kathleen Wells  
Notary Public of New Jersey  
My Commission Expires April 13, 2014

Accepted by the  
STATE OF NEW JERSEY, GRANTEE

BY: Dave Rosenblatt  
Dave Rosenblatt  
Administrator  
Office of Engineering & Construction

Date 1-6-13

Witnessed by:

Sharon Brown  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

SHARON BROWN  
ID # 2293680  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Nov. 1, 2017

STATE OF NEW JERSEY, COUNTY OF OCEAN SS.:

I CERTIFY that on April 10<sup>th</sup> 2013, Régina Guarnieri

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

- 1) is named in and personally signed this Deed of Easement;
- 2) signed, sealed and delivered this Deed of Easement as his or her act and deed;
- 3) holds the requisite ownership interest and authority to execute this Deed of Easement; and
- 4) made this Deed of Easement for the full and actual consideration as set forth herein.

Lynn Lyons  
NOTARY PUBLIC OF THE  
STATE OF ~~NEW JERSEY~~  
New Jersey

Lynn Lyons  
Notary Public, State of New York  
No. 5072233  
Qualified in Dutchess County  
Commission Expires January 27, 2015  
March 22, 2015

Prepared by:

Borough of Ship Bottom, 1621 Long Beach Blvd., Ship Bottom, NJ 08008

DEED OF DEDICATION AND PERPETUAL STORM  
DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT is  
made this 2nd day of May, 2013 BY AND

BETWEEN Regina Guarneri 1996 Trust  
Michael Guarneri, Trustee

whose address is 1817 Ocean Ave., Ship Bottom, NJ 08008

referred to herein as Grantor,

AND

THE BOROUGH OF SHIP BOTTOM, a Municipal Corporation of the State of New  
Jersey whose post office address is Municipal Clerk, 1621 Long Beach  
Boulevard, Ship Bottom, New Jersey 08008-5499, AND THE STATE OF NEW JERSEY  
referred to herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located  
in the Borough of Ship Bottom, County of Ocean, State of New Jersey, and  
identified as Block 56, Lot 1.01, on the official tax map of the  
Borough of Ship Bottom, hereinafter the "Property," and Grantor holds the  
requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach at Long Beach Island,  
New Jersey is subject to constant erosion and degradation, thereby  
destroying a valuable natural resource and threatening the safety and  
property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantees desire to participate with each other and the  
United States Army Corps of Engineers to construct the Long Beach Island  
Storm Damage Reduction Project, as defined in the August 17, 2003 Project  
Cooperation Agreement between the Department of the Army and the State of  
New Jersey, hereinafter the "Project"; and,

WHEREAS, in order to accomplish part of the Project, Grantees need a  
Perpetual Storm Damage Reduction Easement on portions of said Property  
herein described; and,

WHEREAS, the United States Army Corps of Engineers and/or the State of  
New Jersey will not participate in the Project unless the Grantees acquire  
the real property interest herein described in all real property needed for  
the Project; and,

WHEREAS, the Borough of Ship Bottom shall consider this Deed of  
Easement in establishing the full assessed value of any lands subject to  
such restrictions; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to  
take place on a portion of said Property; and,

WHEREAS, the Grantor acknowledges that it will benefit from the  
successful implementation of the Project; and,

WHEREAS, the Grantor acknowledges that after successful implementation  
of the Project the beach and dune are still subject to the forces of nature  
which can result in both erosion and accretion of the beach and dune; and,

4 8011 535 Ship Bottom

NOW, THEREFORE, in consideration for the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantees an irrevocable, assignable, perpetual and permanent easement as set forth herein:

**GRANT OF EASEMENT:** A perpetual and assignable easement and right-of-way for the Long Beach Island Storm Damage Reduction Project in, on, over and across that land of the Property described as the area east of the established bulkhead line as shown on the Borough of Ship Bottom official tax maps for the Blocks and Lots listed above for use by the State of New Jersey and the Borough of Ship Bottom, their representatives, agents, contractors and assigns to:

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Long Beach Island Storm Damage Reduction Project together with the right of public use and access;
- e. Post signs, plant vegetation on said dunes and berms;
- f. Erect, maintain, and remove silt screens and snow fences;
- g. Facilitate preservation of dune and vegetation through the limitation of public access to dune areas;
- h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures, and obstacles within the limits of the easement.

The easement reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct a private dune overwalk structure in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function. Prior approval of the plans and specifications for such structures must be obtained from the Borough of Ship Bottom and the State of New Jersey. Such structures are to be considered subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the project. The easement reserves to the Grantor(s), the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees, subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets. Grantor hereby expressly agrees not to grade or excavate within the easement area or to place therein any structure or material other than a dune walkover as referenced above without prior approval of the plans and specifications for said activities from the Borough of Ship Bottom, the State of New Jersey and/or any applicable Federal agency, as required.

**Duration of Easement:** The easement granted hereby shall be in perpetuity, and in the event that the Borough of Ship Bottom or the State of New Jersey shall become merged with any other geo-political entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

**Release of Easement:** If construction of the Project has not begun on said Property by September 30, 2020, then the Grantees, upon written request of the Grantor, shall release this easement of record at the Grantee's sole cost and expense, consistent with all applicable laws in effect at the time the release is requested.



**Municipality to Maintain Beach:** The Borough of Ship Bottom agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to cause the beach area abutting Grantor's lands to be maintained, consistent with any applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey, Department of Environmental Protection or the United States Army Corps of Engineers to maintain the beach area.

**Character of Property:** Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the Property as private property; nothing herein shall be deemed to grant to the Grantees or otherwise permit the Grantees or any other person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property.

By the acceptance of this Deed of Easement, the Municipality agrees, to the extent allowed by applicable law, that the Lands burdened by the easement herein described shall not be excluded from the calculation of minimum square footage requirements when construing applications under the Zoning Ordinance of the Municipality.

**Miscellaneous:**

1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantee's rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.
6. Structures not part of the project are not authorized.

IN WITNESS WHEREOF, with the parties understanding and agreeing to the above, they do hereby place their signatures on the date at the top of the first page.

Accepted by the  
PROPERTY OWNER, GRANTOR

*Michael Guarnieri* trustee  
GRANTOR *Michael Guarnieri*

Date 5/2/13

Witnessed by:

*[Signature]*  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

*New York*  
Paul B. Supple  
Notary Public State of New York  
No. 01804827109  
Qualified in Dutchess County  
Commission Exp. June 30, 20 14

Accepted by the  
BOROUGH OF SHIP BOTTOM, GRANTEE

BY: William Huelsonbeck  
(Signature)

William Huelsonbeck  
(Print Name)

Mayor  
(Official Title)

Date May 13, 2013

Witnessed by:

Kathleen Wells 5-13-13  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

**Kathleen Wells**  
Notary Public of New Jersey  
My Commission Expires April 13, 2014

Accepted by the  
STATE OF NEW JERSEY, GRANTEE

BY: Dave Rosenblatt  
Dave Rosenblatt  
Administrator  
Office of Engineering & Construction

Date 5-6-13

Witnessed by:

Sharon Brown  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

**SHARON BROWN**  
ID # 2293680  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Nov. 1, 2017

STATE OF NEW JERSEY, COUNTY OF OCEAN SS.:

I CERTIFY that on 5/2 2013,

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

- 1) is named in and personally signed this Deed of Easement;
- 2) signed, sealed and delivered this Deed of Easement as his or her act and deed;
- 3) holds the requisite ownership interest and authority to execute this Deed of Easement; and
- 4) made this Deed of Easement for the full and actual consideration as set forth herein.

[Signature]  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

New York

Paul B. Supple  
Notary Public State of New York  
No. 01504827109  
Qualified in Dutchess County  
Commission Exp. June 30, 2014

Prepared by:

Borough of Ship Bottom, 1621 Long Beach Blvd., Ship Bottom, NJ 08008 *Red*

DEED OF DEDICATION AND PERPETUAL STORM

DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT is made this 8th day of May 2013 BY AND

BETWEEN Regina Guarneri 1996 Trust  
Joseph Guarneri, Jr., Trustee

whose address is 1817 Ocean Ave., Ship Bottom, NJ 08008

referred to herein as Grantor,

INSTR # 2013061081  
OR BK 15550 PG 353  
RECORDED 06/07/2013 11:55:21 AM  
SCOTT M. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

AND

THE BOROUGH OF SHIP BOTTOM, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 1621 Long Beach Boulevard, Ship Bottom, New Jersey 08008-5499, AND THE STATE OF NEW JERSEY referred to herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located in the Borough of Ship Bottom, County of Ocean, State of New Jersey, and identified as Block 56, Lot 1.01, on the official tax map of the Borough of Ship Bottom, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach at Long Beach Island, New Jersey is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantees desire to participate with each other and the United States Army Corps of Engineers to construct the Long Beach Island Storm Damage Reduction Project, as defined in the August 17, 2005 Project Cooperation Agreement between the Department of the Army and the State of New Jersey, hereinafter the "Project"; and,

WHEREAS, in order to accomplish part of the Project, Grantees need a Perpetual Storm Damage Reduction Easement on portions of said Property herein described; and,

WHEREAS, the United States Army Corps of Engineers and/or the State of New Jersey will not participate in the Project unless the Grantees acquire the real property interest herein described in all real property needed for the Project; and,

WHEREAS, the Borough of Ship Bottom shall consider this Deed of Easement in establishing the full assessed value of any lands subject to such restrictions; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to take place on a portion of said Property; and,

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project; and,

WHEREAS, the Grantor acknowledges that after successful implementation of the Project the beach and dune are still subject to the forces of nature which can result in both erosion and accretion of the beach and dune; and,

4-8-13 535 Ship Bottom NJ

NOW, THEREFORE, in consideration for the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantees an irrevocable, assignable, perpetual and permanent easement as set forth herein:

**GRANT OF EASEMENT:** A perpetual and assignable easement and right-of-way for the Long Beach Island Storm Damage Reduction Project in, on, over and across that land of the Property described as the area east of the established bulkhead line as shown on the Borough of Ship Bottom official tax maps for the Blocks and Lots listed above for use by the State of New Jersey and the Borough of Ship Bottom, their representatives, agents, contractors and assigns to:

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Long Beach Island Storm Damage Reduction Project together with the right of public use and access;
- e. Post signs, plant vegetation on said dunes and berms;
- f. Erect, maintain, and remove silt screens and snow fences;
- g. Facilitate preservation of dune and vegetation through the limitation of public access to dune areas;
- h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures, and obstacles within the limits of the easement.

The easement reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct a private dune overwalk structure in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function. Prior approval of the plans and specifications for such structures must be obtained from the Borough of Ship Bottom and the State of New Jersey. Such structures are to be considered subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the project. The easement reserves to the Grantor(s), the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees, subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets. Grantor hereby expressly agrees not to grade or excavate within the easement area or to place therein any structure or material other than a dune walkover as referenced above without prior approval of the plans and specifications for said activities from the Borough of Ship Bottom, the State of New Jersey and/or any applicable Federal agency, as required.

**Duration of Easement:** The easement granted hereby shall be in perpetuity, and in the event that the Borough of Ship Bottom or the State of New Jersey shall become merged with any other geo-political entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

**Release of Easement:** If construction of the Project has not begun on said Property by September 30, 2020, then the Grantees, upon written request of the Grantor, shall release this easement of record at the Grantor's sole cost and expense, consistent with all applicable laws in effect at the time the release is requested.

**Municipality to Maintain Beach:** The Borough of Ship Bottom agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to cause the beach area abutting Grantor's lands to be maintained, consistent with any applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey, Department of Environmental Protection or the United States Army Corps of Engineers to maintain the beach area.

**Character of Property:** Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the Property as private property; nothing herein shall be deemed to grant to the Grantees or otherwise permit the Grantees or any other person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property.

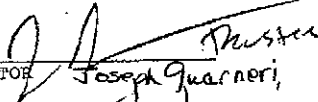
By the acceptance of this Deed of Easement, the Municipality agrees, to the extent allowed by applicable law, that the Lands burdened by the easement herein described shall not be excluded from the calculation of minimum square footage requirements when construing applications under the Zoning Ordinance of the Municipality.

**Miscellaneous:**

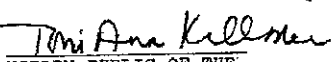
1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantee's rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.
6. Structures not part of the project are not authorized.

IN WITNESS WHEREOF, with the parties understanding and agreeing to the above, they do hereby place their signatures on the date at the top of the first page.

Accepted by the  
PROPERTY OWNER, GRANTOR

  
GRANTOR Joseph Guarneri,  
Date 5/8/13

Witnessed by:

  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY New York

TONYANN KILLMER  
Notary Public, State of New York  
No. 01K18221635  
Qualified in Dutchess County 14  
Commission Expires May 10, 2014

Accepted by the  
BOROUGH OF SHIP BOTTOM, GRANTEE

BY: [Signature]  
(Signature)

William Huelsenbeck  
(Print Name)

Mayor  
(Official Title)

Date May 13, 2013

Witnessed by:

[Signature] 5-13-13  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

**Kathleen Wells**  
Notary Public of New Jersey  
My Commission Expires April 13, 2014

Accepted by the  
STATE OF NEW JERSEY, GRANTEE

BY: [Signature]  
Dave Rosenblatt  
Administrator  
Office of Engineering & Construction

Date 6-6-13

Witnessed by:

[Signature]  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY

**SHARON BROWN**  
ID # 2293680  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Nov. 1, 2017

STATE OF NEW JERSEY, COUNTY OF OCEAN SS.:

I CERTIFY that on 5/8 2013,

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

- 1) is named in and personally signed this Deed of Easement;
- 2) signed, sealed and delivered this Deed of Easement as his or her act and deed;
- 3) holds the requisite ownership interest and authority to execute this Deed of Easement; and
- 4) made this Deed of Easement for the full and actual consideration as set forth herein.

[Signature]  
NOTARY PUBLIC OF THE  
STATE OF NEW JERSEY New York

**TONIANN KILLMER**  
Notary Public, State of New York  
No. 81K6221635  
Qualified in Dutchess County  
Commission Expires May 10, 2014

BOOK 3124 PAGE 375

This Deed, made the 6<sup>th</sup> day of May 1971.

Between

ROBERT F. GREENE ENTERPRISES, INC.,

COUNTY OF OCEAN	
CONSIDERATION \$36,000.00	
REALTY TRANSFER FEE \$6.00	
DATE 5-13-71 BY C.W.	

residing at 22nd and Long Beach Boulevard,  
in the Borough of Ship Bottom in the County of  
Ocean and State of New Jersey herein designated as the Grantors,  
And

CHARLES A. BASCUE and MAXINE F. BASCUE, his wife,

residing or located at 2 Gallant Lane,  
in the Township of Willingboro in the County of  
Burlington and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of  
THIRTY-SIX THOUSAND DOLLARS (\$36,000.00).

lawful money of the United States of America, to the Grantors in hand well and truly paid by the  
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-  
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and  
convey unto the Grantees forever,

All those certain lots or parcels of land and premises, situate, lying and being in the  
Borough of Ship Bottom in the  
County of Ocean and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the Northwestern line of Ocean Avenue (unimproved)  
distant 50 feet Northeastwardly from the Northeastly line of 19th Street; thence  
(1) Northeastwardly along said line of Ocean Avenue (unimproved) 50 feet to a  
point; thence (2) Northwestwardly at right angles to Ocean Avenue 130 feet to a  
point; thence (3) Southwestwardly parallel with Ocean Avenue 50 feet to a point;  
thence (4) Southeastwardly at right angles to Ocean Avenue 130 feet to place of  
beginning.

BEING Lots 6, 7 and Northerly half of 8, 27 and 28 in Block J on Map of Arlington  
Beach Company dated 3-5-13 and filed in the Ocean County Clerk's Office on  
9-18-13 as Map A-138.

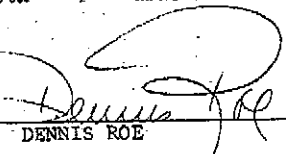
TOGETHER with an access easement for vehicular and pedestrian access along  
the Westerly 10 feet to the Southerly one-half of Lot 28, said easement being  
particularly described as follows:

BEGINNING at a point in the Northerly side line of 19th Street distant 370  
feet Southeastwardly from the intersection of the Northerly side line of 19th Street  
and the Easterly side line of Long Beach Boulevard, thence (1) in a Northeastwardly  
direction at right angles and perpendicular to 19th Street, the distance of 50 feet  
to a point, thence (2) in a Southeastwardly direction parallel with 19th Street, the  
distance of 10 feet to a point, thence (3) in a Southwestwardly direction at right  
angles and perpendicular to 19th Street, the distance of 50 feet to a point in the  
Northerly side line of 19th Street, thence (4) in a Northwestwardly direction along  
the said Northerly side line of 19th Street a distance of 10 feet to the point and place  
of beginning.

TITLE of record to premises in question with other lands became vested in Robert  
F. Greene Enterprises, Inc., a New Jersey Corporation, be deed from Alice  
Brown, widow dated December 3, 1968 recorded February 28, 1969 in the Ocean  
County Clerk's Office in Deed Book 2881, on page 347.

done no act to encumber said lands.


do set their hands and seal the day and

  
DENNIS ROE (L.S.)

  
ROSEANN ROE (L.S.)

of May in the year 1971 before me,  
appeared DENNIS ROE and ROSEANN

ing Deed, and thereupon they acknowledged  
d actual consideration paid or to be paid for the trans-  
consideration is defined in P. L. 1968, C. 49, Sec. 1

  
Stamp or type name and title of officer taking/acknowledgment  
JEROME J. DOHERTY  
Attorney at Law of New Jersey  
ESQ.

he 5-13-1971

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any way appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of the premises herein described, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that, except as may be herein set forth, they are, at the time of sealing and delivery of these presents, lawfully seized of a good, absolute and indefeasible estate in inheritance in fee simple, of and in all and singular the lands and premises described herein and the privileges and appurtenances thereunto belonging; that they have good right, full power and authority to grant, bargain, sell and convey the same in the manner and form hereof; that the said premises are free and clear of all encumbrances and that they do and will forever warrant and defend the lands and premises hereby conveyed against all persons lawfully claiming the same.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general description, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation it has caused these presents to be signed by its proper corporate officers and its corporate seal to be affixed hereto, the day and year first above written.

Signed, Sealed and Delivered

In the presence of  
or Attested by

*[Signature]*

ROBERT F. GREENE ENTERPRISES, INC.

By *[Signature]*

ROBERT F. GREENE, PRESIDENT

State of New Jersey, County of Ocean  
that on

1971

ss.: We it Remem-  
ber, before me, the subscriber,

personally appeared

who, I am satisfied, the person named in and who executed the within Instrument, and thereupon acknowledged that signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, and consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$

State of New Jersey, County of Ocean  
that on May 6, 1971

1971

ss.: We it Remem-  
ber, before me, the subscriber, an Attorney

at Law of New Jersey,  
personally appeared Estelle M. Greene,

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Secretary of Robert F. Greene Enterprises, Inc., the Corporation named in the within Instrument.

that Robert F. Greene

President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that the deponent well knows the corporate seal of said Corporation; and that the seal affixed to the Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said

President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$36,000.00.

Sworn to and subscribed before me,  
the date aforesaid.

*[Signature]*  
Am atty. at law

ESTELLE M. GREENE, Secretary

Prepared by:  
Richard J. Shackleton, Esquire

Dated May 6,

1971



BOOK 3124 PAGE 377

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OFFICE

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BOOK 3124 PAGE 375  
OF - Clerk's  
Edward L. H. H. H.

**Reed.**

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ROBERT F. GREENE ENTERPRISES,  
INC., a New Jersey corporation,

TO

CHARLES F. BASCUE and  
MAXINE F. BASCUE, his wife,  
2 Gallant Lane  
Willingboro, New Jersey

Dated May 6, 1971

Prepared by:  
Richard J. Shackleton, Esquire

*Mr. & Mrs. C. Bascoe  
of Greenock Realty Corp.  
Route 150  
Willingboro, N.J. 08094*

Photocopy  
Micro-filmed  
Indexed

This Deed, made the 25<sup>th</sup> day of July 19 70 ,

Between ROBERT F. GREENE ENTERPRISES, INC., a corporation of the State of New Jersey, with its principal office located

COUNTY OF OCEAN	
CONSIDERATION	\$48,000.00
REALTY TRANSFER FEE	\$48.00
DATE	7-30-70 BY (A)

residing at 171 Hudson Avenue,  
in the Borough of Tenafly in the County of  
Ocean and State of New Jersey, herein designated as the Grantors,

And  
HAROLD L. RIETHER and CARMELA J. RIETHER, his wife, residing at 308 Pine Street, Borough of Pompton Lakes, County of Passaic and State of New Jersey,

AND  
ARTHUR D. REIMAN and JOAN C. REIMAN, his wife,

residing or located at 8 - 11 22nd Street  
in the Borough of Fair Lawn in the County of  
Bergen and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00)-

lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

certain lots,  
All those / tracts or parcel of land and premises, situate, lying and being in the  
Borough of Ship Bottom, in the  
County of Ocean and State of New Jersey, more particularly described as follows:

BEGINNING at a point on the Northeasterly side line of Nineteenth Street at the distance of 370 feet Southeastwardly from the Southeasterly side of Ocean Boulevard and extending; thence Southeastwardly along the Northeasterly side of said Nineteenth Street a distance of 130 feet to a point in the Westerly side line of Ocean Avenue thence Northerly along the Westerly line of Ocean Avenue 50 feet to a point; thence Northwesterly and parallel to the first course 130 feet to a point thence Southwesterly and parallel to the second course 50 feet to the point and place of Beginning.

BEING Lots 9, 10 and Southerly 1/2 of 8, 27 and 28 in Block J on Map of Arlington Beach Co., March 5, 1913 and filed in the Ocean County Clerk's Office September 18, 1913 as Map A-138.

SUBJECT to an easement over the westerly 10 feet of the southerly 1/2 of Lot 28, said easement granting access for pedestrian and vehicular traffic to the northerly 1/2 of Lots 27, 28, 8 and Lots 6 and 7, in Block 56. Said easement being more particularly described as follows:

BEGINNING at a point in the northeasterly side line of 19th Street, said point being distant 370 feet southeastwardly from the intersection of the southeasterly side line of Long Beach Boulevard and the northeasterly side line of 19th Street and running thence (1) Northeastwardly at right angles and perpendicular to the said northeasterly side line of 19th Street, a distance of 50 feet to a point; thence (2) southeastwardly and parallel with the said northeasterly side line of 19th Street, a distance of 10 feet to a point; thence (3) southwestwardly and parallel with the first course hereinabove described, a distance of 50 feet to a point in the northeasterly side line of 19th Street, and running thence (4) northwestwardly along the northeasterly side line of 19th Street, a distance of 10 feet to a point, said point being the point and place of beginning.

TITLE of record to lands in question became vested in Robert F. Greene Enterprises, Inc., a New Jersey Corporation, by deed from Alice Brown, widow, dated December 3, 1968 recorded February 28, 1969 in Ocean County Clerk's Office in Deed Book 2881 page 347.

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IND ASD  
ACCESS ENT

DB. 3041-225

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that, except as may be herein set forth, they are, at the time of the sealing and delivery of these presents, lawfully seized of a good, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the lands and premises described herein and the privileges and appurtenances thereunto belonging; that they have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form hereof; that the same are free and clear of all encumbrances and that they do and will forever warrant and defend the lands and premises hereby conveyed against all persons lawfully claiming the same.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its proper corporate officers and its corporate seal to be affixed hereto, the day and year first above written.

Signed, Sealed and Delivered  
in the presence of  
or Attested by:

Robert F. Greene (L.S.)  
ROBERT F. GREENE, President

Estelle M. Greene (L.S.)  
Estelle M. Greene, Secretary

State of New Jersey, County of  
that on

19

} ss.: We it Remembered,  
before me, the subscriber,

personally appeared

who, I am satisfied, the person named in and who executed the within Instrument, and thereupon acknowledged that signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$

Col. R. Hazeltine

COLIN R. HAZELTINE

AN ATTORNEY-AT-LAW  
OF NEW JERSEY

State of New Jersey, County of Ocean  
that on July 25th 1970

} ss.: We it Remembered,  
before me, the subscriber,

the undersigned authority

personally appeared Estelle M. Greene,

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of Robert F. Greene Enterprises, Inc.,

the Corporation named in the within Instrument;

that Robert R. Greene,

is the

President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said

President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 48,000.00.

Sworn to and subscribed before me,  
the date aforesaid.

Colin R. Hazeltine

Estelle M. Greene  
Estelle M. Greene, Secretary

COLIN R. HAZELTINE  
AN ATTORNEY-AT-LAW  
OF NEW JERSEY

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BOOK 3041 PAGE 225  
OF 11  
CLERK  
Edward K. B. [illegible]

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Index

*R+K*

ROBERT F. GREENE ENTERPRISES,  
INC., a New Jersey Corporation,

**Filed.**

TO

HAROLD I. RIETHER and CARMELA  
J. RIETHER, his wife,  
308 Pine Street, Pompton Lakes, N. J.,

and

ARTHUR D. REIMAN and JOAN C. REIMAN, h/w  
8 - 11 22nd Street, Fair Lawn, New Jersey.

Dated July 25th, 1970

Prepared by:

SHAKLETON AND KEIM  
COUNSELLORS AT LAW  
22nd ST. AND LONG BEACH BLVD.  
SPRING BOTTOM, NEW JERSEY 08008

*File Clerk*