

May 7, 2020

**VIA UPS OVERNIGHT MAIL**

Palma Accardi,  
Planning Board Administrator  
City of Margate, City Hall  
9001 Winchester Avenue  
Margate, NJ 08402

**Re: Application of Margaret Day  
9420 Amherst Avenue  
Block 528, Lots 4 & 4.01 and  
Block 529, Lots 1, 1.01, 2, 2.01, 3 & 3.01  
Margate, New Jersey  
Our File No.: 12363-1**

Dear Ms. Accardi:

Please be advised that I represent the owner of the above-captioned property in connection with this application for preliminary and final major site plan approval. With this application, the Applicant seeks to install certain inflatable play equipment in the water adjacent to Amherst Avenue, creating an "in water aqua park" with temporary and seasonal inflatable play equipment located within a perimeter of 6' wide floating access walkways, as shown on the attached site plan.

The proposed "aqua park" is a permitted use within the Waterfront Special District (WSD). No variances are required as part of this application. The Applicant has obtained all required state and federal approvals in connection with this proposed use, including a Waterfront Individual Permit dated August 21, 2019, a copy of which is attached hereto.

In support of this application, the following documentation is enclosed for the Planning Board's review:

1. Original and seventeen (17) copies of the City of Margate Planning Board Application;
2. Eighteen (18) copies of the completed Staff Committee Application and Action Report by Planning Board;

Palma Accardi,  
Planning Board Administrator  
May 7, 2020  
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3. Eighteen (18) copies of the site plan prepared by John E. Halbruner, PE dated February 28, 2020 last revised May 5, 2020;
4. Eighteen (18) copies of the State of New Jersey Department of Environmental Protection Division of Land Use Regulation Waterfront Individual Permit dated August 21, 2019 consisting of eight (8) sheets;
5. Eighteen (18) copies each of two Deeds for the subject property; and
6. One (1) copy of the 200' property owners' list;
7. One (1) copy of certification of paid water, sewer and taxes; and
8. One (1) copy of the Applicant's W-9.

Lastly, enclosed herein please find one check in the amount of \$2,250.00 representing the required application fee.

Please do not hesitate to contact me should you have any questions or require any additional documentation in order to deem this application complete. It is my understanding that this application shall be heard by the Planning Board at its May 28, 2020 meeting. My office, of course, will provide the required public notice in advance of that hearing date.

Thank you, as always, for your kind attention and usual courtesies.

Very truly yours,

NEHMAD PERILLO DAVIS & GOLDSTEIN, P.C.

BY: 

ERIC S. GOLDSTEIN

ESG:ch

Enclosures

c: Margaret Day  
John E. Halbruner, PE

APPLICATION FOR ACTION BY PLANNING BOARD  
MARGATE, NEW JERSEY

PLEASE  
TYPE OR  
PRINT

1. Date of Application: May 7, 2020

2. Zoning District:

S-60	Single Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	MF	Multi-Family Residential
S-60-WF	Single-Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	CBD	Central Business District
S-50	Single Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	C-1	Commercial
S-40	Single Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	C-2	Commercial/Business
S-40-WF	Single-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WSD	Waterfront Special District
S-30	Single Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	R	Riparian
S-25	Single Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	WAPC	Washington Avenue Pedestrian Corr.
S-25 (HD)	Historic Single Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	WSPA	Government and Open Space
TF	Two-Family Residential	<input type="checkbox"/>	<input type="checkbox"/>	I	Institutional Use
B	Beach	<input type="checkbox"/>			

3. Subject Parcel:

Street Address(es) 9420 Amherst Avenue  
 Block Number 528 Lot No(s) 4 & 4.01 -and- Block 529, Lots 1, 1.01, 2, 2.01, 3 & 3.01  
 Total Area (in square feet) 61,875 sq. ft.  
 Frontage: 2 Parcels - - 100 ft & 75 ft along Amherst Avenue  
 Depth: 275 ft (waterward) in bay

4. Information about the Applicant:

Full name(s) Margaret Day  
 If Business Entity, Names of Officers or Principals (Submit disclosure statement if appropriate)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Local Residence Address \_\_\_\_\_ Zip \_\_\_\_\_  
 Other Residence Address 10521 Third Ave., Stone Harbor, NJ Zip 08247  
 Business Address \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone Number(s) (include area code); \_\_\_\_\_  
 Email Address maggiehday@yahoo.com  
 Business \_\_\_\_\_ Fax \_\_\_\_\_ Cell Phone 609-408-2221

**5. Interest in Subject Property:**

(Supply copies of relevant documents with this Application):

- By lease dated \_\_\_\_\_
- By Agreement of Sale dated \_\_\_\_\_
- By Ownership of property since 2018
- \_\_\_\_ By other interest in law (describe):  
\_\_\_\_\_  
\_\_\_\_\_

**6. If you do not own the Subject Property, provide the following regarding the Owner:**

Name(s) N/A  
 Address \_\_\_\_\_  
 Phone No. (include area code);  
 Res. \_\_\_\_\_  
 Bus. \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Cell \_\_\_\_\_

**7. Type of Application Applied For (check all applicable):**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> C Variance(s)                     | <input type="checkbox"/> Minor Subdivision      | <input type="checkbox"/> Interpretation (B Variance)       |
| <input type="checkbox"/> D Variance(s)                     | <input type="checkbox"/> Major Subdivision      | <input type="checkbox"/> Other (Explain)<br>_____<br>_____ |
| <input type="checkbox"/> Minor Site Plan Action            | <input type="checkbox"/> Conditional Use Permit |  |
| <input checked="" type="checkbox"/> Major Site Plan Action | <input type="checkbox"/> Appeal (A)             |  |

**8. Application Made To:**

- Planning Board     Other

**9. Professionals Representing the Applicant:** (Check applicable professional and provide information)

Attorney: Name Eric S. Goldstein, Esquire Phone 609-927-1177  
 Address Nehmad Perillo Davis & Goldstein, PC, 4030 Ocean Heights Ave., Egg Harbor Twp., NJ 08234  
 Fax 609-926-9721 Cell \_\_\_\_\_ Email egoldstein@npdlaw.com

Architect: Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 Fax \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Engineer: Name John E. Halbruner, PE Phone 609-398-4477  
 Address HDG Engineering, 701 West Ave., Suite 301, Ocean City, NJ 08226  
 Fax \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Preparer of Subdivision or Site Plan (if different from above)  
 Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 Fax \_\_\_\_\_ Cell \_\_\_\_\_

*(Be sure to include all area codes and zip codes in the above)*

**10. If Site Plan Action is Required:**

-What is the present use of the site and building(s)?

\_\_\_\_\_  
Marina  
\_\_\_\_\_

-How will this be changed?

The applicant is proposing an in water aqua park at the site.  
\_\_\_\_\_  
\_\_\_\_\_

**11. If Subdivision Action is Required:**

-After conferring with the City Tax Assessor, provide lot numbers of new lot(s), dimensions, and area of each: (use extra pages, if necessary)

Lot No(s)	Dimension(s)	Area(s)
N/A	x	S.F.
	x	S.F.
	x	S.F.

-Purpose of the Subdivision

- To sell lot(s)
- To build and sell homes (or other buildings)
- Other (please explain): \_\_\_\_\_

**12. If Variances are Required:**

(Note: Properly scaled site plan must show all dimensions relevant to variance analysis)

-Current use of lot(s) and building(s): N/A

-Proposed use: \_\_\_\_\_

-If a "D" or "Use" Variance is required, please explain: \_\_\_\_\_

-Regarding any dimensional variances required, please fill out the following chart:

Variance	Requirement of District	Present Condition	Proposed Condition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**13. Prior Action:** Please detail any prior hearing and/or decision relevant to this application. Supply date, name of Board, and results. (IF YOU ARE NOT SURE PLEASE CHECK WITH EITHER BOARD ADMINISTRATOR.) If no prior action, write "none".

N/A

**14. County and Other Agency Actions** (Provide necessary dates and decisions):

Site Plan:

Subdivision:

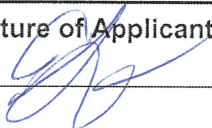
Other:

15. **Space for Narrative:** In this space you must provide a general narrative description of what is being proposed, as well as any information not otherwise set forth above which may be relevant to the application, including justifications, clarifications and extenuating circumstances. FAILURE TO PROPERLY COMPLETE THIS SPACE WILL CONSTITUTE AN INCOMPLETE APPLICATION.

With this application, the Applicant seeks to convert the existing marina into an "in water aqua park" with proposed temporary and seasonal inflatable play equipment located within a perimeter of 6' wide floating access walkways, as shown on the attached site plan. As part of the proposed plan of development, the majority of the existing marina structures and approximately 20 boat slips will be removed.

The proposed "aqua park" is a permitted use within the Waterfront Special District (WSD). No variances are required as part of this application. The Applicant has obtained all required state and federal approval in connection with this proposed use, including a Waterfront Individual Permit dated August 21, 2019, a copy of which is attached hereto.

16. **Signature of Applicant(s):**



Date 5/07/20

Date \_\_\_\_\_

17. **This space for Board Administrator:**

-Staff Committee action took place  
\_\_\_\_\_ and case assigned to  
the Planning Board for \_\_\_\_\_ or

-This application received by the  
Planning Board Administrator on  
\_\_\_\_\_

By: \_\_\_\_\_

18. **Notarized Statement by Applicant:**

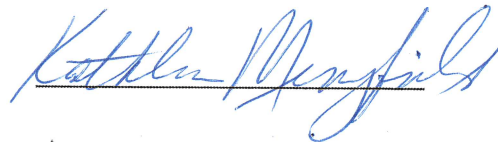
State of New Jersey } ss.

County of Atlantic }

Eric S. Goldstein, Esquire, being duly

sworn according to law, deposes and says, that  
the statements contained in the above application  
and the statements contained in the papers  
submitted herewith are true.

Sworn to and subscribed before me this 7th  
day of May, 2020.





**City of Margate City  
Staff Committee Action - Planning Board**

<b>Block</b> 528	<b>Lot</b> 4, 4.01	<b>Applicant Name</b> Margaret Day
<b>District</b> WSD		<b>Address of Subject Application</b> 9420 Amherst Avenue

Dear (Name of Submitting Party) Eric S. Goldstein, Esq.

Your submittal was considered at the Staff Committee meeting of Monday, March 30, 2020

The action(s) required prior to building permit are:

Staff Committee met and discussed application and determined because of multiple lots, a major site plan is the proper category. Unless lots are consolidated some existing non-conforming bulk standards exist and are not affected by the development. The use is permitted as per the City's ordinance as an approved water dependent use by NJDEP.

The matter will be placed on the agenda of the Planning Board at 6:30PM on Thursday, April 30, 2020

Applications will be accepted on a first-come first-served basis. If the agenda becomes over-crowded, you will be rescheduled the following month. If you decide, for whatever reason, not to appear on this date, you must notify the Board Administrator as early as possible. The following month's agenda cannot be guaranteed.

The following conditions and special considerations must be addressed as part of your application to the Board:

The planning board may require a traffic study to be included with the planning board application. Existing boat slips should be calculated to show the deficiencies in existing parking. Confirmation of no available upland area is suggested.

The application is scheduled tentatively for April 30, 202 subject to change on venue, means of conduction of the meeting due to corona virus. The application is time sensitive and directly related to summer season.

**APPLICATION FEES:**

<b>D Variance:</b>	\$0.00	<b>Court Reporter:</b>	\$0.00
<b>C Variance:</b>	\$0.00	<b>Other:</b>	\$0.00
<b>Site Plan:</b>	\$750.00	<b>engineering</b>	\$1,500.00
<b>Subdivision:</b>	\$0.00		\$0.00
<b>Conditional Use Permit:</b>	\$0.00		\$0.00

Applicant shall combine all application fees into one separate check made out to the City of Margate. Escrow fees shall be a separate check made out to the City of Margate. NOTE: If an Escrow deposit is requested, a W9 form must be submitted with the Escrow check. Any Escrow funds will be refunded to the name and address indicated on the W9 form.

Please note that in proceeding further with the formal Board Application, you are responsible for satisfying all of the checklist particulars in the appropriate section(s) of the Administrative Regulations. The instructions and checklist for your particular application can be found on the following pages of this booklet: 1-27

You must also comply with the more detailed requirements of the Margate City Land Development Ordinance.

In order for you to be able to appear on the Board Agenda as per the above date, all application material must be submitted by 11:00am, Wednesday, April 08, 2020

Palma Accardi  
Planning Board Administrator  
Monday, March 30, 2020

Staff Committee Review Application  
Please Type or Print Neatly • \$25 Submittal Fee

By Board Administrator Or Zoning Official	Application Received: <u>3/4/2020</u>	Initial: <u>PA</u>
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Staff Committee meetings are held as needed. Contents must comply in all particulars with the Administrative Regulations for Processing Planning Board Applications, sections on Staff Committee Review. The Board Administrator and other City Hall staff will answer reasonable questions regarding this procedure. THEY WILL NOT, HOWEVER, FILL OUT THESE FORMS FOR YOU.

1. Date of Submittal: March 2, 2020  
2. Submitted by – Name: Margaret Day Phone No.: 609-408-2221  
Address: 10521 3rd Avenue, Stone Harbor, NJ 08247  
Email Address: maggiehday@yahoo.com

3. If the party submitting this form is other than the potential Applicant for Board action (attorney, architect, builder, engineer, etc.), then who would the APPLICANT be?  
Name: Eric S. Goldstein, Esquire Phone No.: 609-927-1177  
Address: Nehmad Perillo Davis & Goldstein, P.C., 4030 Ocean Heights Ave., Egg Harbor Twp., NJ 08234  
Email Address: egoldstein@npdlaw.com

4. The applicant would be (Check one): Owner  Renter: \_\_\_\_\_  
Buyer under Agreement of Sale \_\_\_\_\_ Other: \_\_\_\_\_

5. If the applicant for Board action would be Renter or Buyer, who is present OWNER?  
Name: Margaret Day Phone No.: 609-408-2221  
Address: 10521 3rd Avenue, Stone Harbor, NJ 08247

6. Proposed Action is Located as Follows:		
Street Address: <u>9420 Amherst Avenue</u>	Block: <u>528</u>	Lot(s): <u>4 &amp; 4.01</u>
Zoning District: <u>Waterfront Special District (WSD)</u>	<u>529</u>	<u>1, 1.01, 2, 2.01, 3 &amp; 3.01</u>

7. Describe site (and buildings, if any) as existing now: (THIS SECTION MUST BE COMPLETED)  
  
Landward side of bulkhead - under construction piling project.  
Water side of bulkhead - flowed waterway at Beach Thoroughfare.



8. Answer the following as to:	Existing Condition	Proposed Condition
a. Size and dimension of lot	See attached site plan	Same
b. Size, dimensions of buildings	See attached site plan	Same
c. Height of bldgs. (feet)	See attached site plan	Same
d. Height of bldgs. (stories)	See attached site plan	Same
e. % of coverage on land	See attached site plan	Same
f. Front yard setback	See attached site plan	Same
g. Rear yard setback	See attached site plan	Same
h. Side yard setbacks	See attached site plan	Same

9. According to the Administrative Regulations, a scaled drawing must accompany this Application. If available, a survey would be appreciated. In addition, use this space to provide a detailed narrative description of the proposed action. Attach additional paper, if necessary:

(THIS SECTION MUST BE COMPLETED)

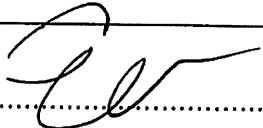
The applicant proposes to place temporary seasonal inflatable play equipment within the perimeter access of a walkway system for an "in water aqua park", adjacent to Beach Thoroughfare in the bay flowed waterway as shown on the attached site plan prepared by John E. Halbruner, P.E., dated February 28, 2020.

10. Although the Staff Committee will determine the correct legal steps, what are the actions requested. (check more than one, if applicable):

Subdivision
  C-Variance(s)
  D-(Use) Variance
  Site Plan
  Conditional Use Permit
  Other

11. Which variances are needed, if any?  
As determined by the City of Margate.

12. IF THERE HAS BEEN ANY PREVIOUS STAFF COMMITTEE OR FORMAL BOARD APPLICATION AND/OR ACTION ON THIS PROPOSAL PROPERTY, PLEASE ATTACH RELEVANT DOCUMENTS, AND PROVIDE INFORMATION HERE: No

  
 Signature of Submitting Party

Eric S. Goldstein, Esquire  
 Print or Type Name



**US Army Corps  
of Engineers**  
Philadelphia District

## **NOTICE**

**This Department of the Army permit contains important permit terms and conditions. Please read the permit and all terms and conditions carefully.**

**Work authorized by this permit may be inspected for compliance at any time.**

**It is your responsibility, as permittee, to ensure that all work authorized by the permit, including all work performed by contractors, be performed in strict compliance with all terms and conditions of the permit. Failure to do so may result in a determination by the District Engineer to suspend, modify, or revoke your permit (33 CFR 325.7). It may also subject you to the enforcement procedures contained at 33 CFR 326.4 and 326.5, including civil and criminal action and the possible imposition of civil penalties and criminal fines up to \$50,000.00 per day per violation.**

**If you have any questions about, or need to modify, any of the terms and conditions of this permit, you are requested to contact the Philadelphia District Office at (215) 656-6728.**



This notice of authorization must be  
conspicuously displayed at the site of work.

United States Army Corps of Engineers

May 13, 2020

A permit to Margaret Day

at 9420 Amherst Avenue, Margate City, Atlantic County, New Jersey

has been issued to Margaret Day on May 13, 2020

Address of Permittee 10521 3rd Avenue, Stone Harbor, New Jersey 08247

**Permit Number**

CENAP-OP-R-2019-0922-45

Todd A. Schaible  
Chief, Application Section I

***District Commander***

for: David C. Park, P.E.  
Lieutenant Colonel, US Army  
District Commander



REPLY TO  
ATTENTION OF

## DEPARTMENT OF THE ARMY

PHILADELPHIA DISTRICT CORPS OF ENGINEERS  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

May 13, 2020

Regulatory Branch  
Application Section I

SUBJECT: CENAP-OP-R-2019-0922-45  
NJDEP #: 0116-03-0009.3 LUP19001  
DAY MARGARET-9420 AMHERST AVENUE AQUA PARK  
Latitude and Longitude: 39.325119 and -74.519017

Ms. Margaret Day  
10521 3rd Avenue  
Stone Harbor, New Jersey 08247  
Transmitted via email to: [lyletice@gmail.com](mailto:lyletice@gmail.com)

Dear Ms. Day:

Enclosed is a Department of the Army Permit (Enclosure 1) authorizing you to remove certain existing marina structures (docks and piling), install new floating walkways and/or docks, to perform new dredging activities, and install temporary, inflatable play equipment associated with the construction of an aqua park on the property located at 9420 Amherst Avenue, known as block 528, lots 4 and 4.01, and 5, block 529, lots 1, 1.01, 2, 2.01, 3, and 3.01, in Margate City, Egg Harbor Township, Atlantic County, New Jersey. Also enclosed is a notice of authorization (ENG Form 4336-Enclosure 2) to be conspicuously displayed at the site of work.

Carefully review all the terms and conditions of the Department of the Army permit and understand them fully. Performing any work not specifically authorized by the permit or failing to comply with its conditions may subject you and/or your contractor to the enforcement provisions of our regulations. If a contractor performs the work for you, both you and the contractor are responsible for assuring the work is done in conformance with the conditions and limitations of this permit. Please be sure the person who will do the work has read and understands the conditions of the permit.

This office shall be notified of the commencement and completion of the permitted work. To assist you in meeting this requirement, enclosed with the Department of the Army Permit is a Notification/Certification of Work Commencement Form and a Notification/Certification of Work Completion/Compliance Form, for which both must be signed and submitted electronically to Mr. Bryan P. Bellacima at [bryan.p.bellacima@usace.army.mil](mailto:bryan.p.bellacima@usace.army.mil) of my office.

Additional information concerning this permit may be obtained by calling Mr. Bryan P. Bellacima of my office at (215) 656-6732 or by email at [bryan.p.bellacima@usace.army.mil](mailto:bryan.p.bellacima@usace.army.mil).

If any material changes in the location or plans of the permitted work are found necessary on account of unforeseen or altered conditions or otherwise, revised plans should be submitted promptly to this office in order that the revised plans, if found unobjectionable, may receive the approval required by law before operations on the permitted work are commenced.

Sincerely,

SCHAIBLE.TODD.A  
DD.AARON.1  
385323448

Digitally signed by  
SCHAIBLE.TODD.A  
ARON.1385323448  
Date: 2020.05.13  
08:53:11 -04'00'

Todd A. Schaible  
Chief, Application Section I

Enclosures

Copies Furnished:

NJDEP, Dredging and Sediment Technology (Trenton)  
NMFS (Sandy Hook, NJ)  
NMFS (Gloucester, MA)  
NMFS (Annapolis, MD)  
USFWS (Galloway, NJ)  
USEPA, Region II (New York, NY)  
USCG, 5th District (Portsmouth, VA)

CENAP-OP-R (Todd Schaible)

Single Copy File

Consultant:

Ms. Faith Midgarden  
Environmental Specialist  
The Hyland Group  
701 West Avenue, Suite 301  
Ocean City, NJ 08226  
Transmitted via email to: [fmidgarden@hdg-nj.com](mailto:fmidgarden@hdg-nj.com)

## DEPARTMENT OF THE ARMY PERMIT

### PERMITTEE AND PERMIT NUMBER:

MARGARET DAY  
CENAP-OP-R-2019-0922-45  
DAY MARGARET-9420 AMHERST AVENUE AQUA PARK

### ISSUING OFFICE:

Department of the Army  
U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 191073390

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

### PROJECT DESCRIPTION:

To remove certain existing marina structures (docks and piling), install new floating walkways and/or docks, to perform dredging (**1,640 cubic yards**) activities, and install temporary, inflatable play equipment associated with the construction of an aqua park.

All work is to be completed in accordance with the attached plan(s) **E-1 through E-3**.

### PROJECT LOCATION:

The project is located on the property located along Beach Thorofare at 9420 Amherst Avenue, known as block 528, lots 4 and 4.01, and 5, block 529, lots 1, 1.01, 2, 2.01, 3, and 3.01, in Margate City, Egg Harbor Township, Atlantic County, New Jersey.

### PERMIT CONDITIONS:

#### General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 2023**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

#### Special Conditions:

1. All work performed in association with the above noted project shall be conducted in accordance with the project plans identified as **E-1 through E-3**; and project plans entitled "New Aqua Park...", dated October 30, 2018, last revised February 11, 2020, sheets 1 and 2 of 2, prepared by HDG Engineering.
2. Construction activities shall not result in the disturbance or alteration of greater than **26,684 Square Feet (0.61 acre)** of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified at least 10 days prior to the commencement of authorized work by completing and signing the attached *Notification/Certification of Work Commencement Form*. This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the attached *Notification/Certification of Work Completion/Compliance Form*. All notifications required by this condition shall be in writing and shall be submitted electronically to Mr. Bryan P. Bellacima at [bryan.p.bellacima@usace.army.mil](mailto:bryan.p.bellacima@usace.army.mil) of this office. Oral notifications are not acceptable. Similar notification is required each time maintenance

work is to be done under the terms of this Corps of Engineers permit.

5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. (This special condition is applicable to Corps of Engineers permits that provide authorization under Section 10 of the Rivers and Harbors Act of 1899.)

6. That work authorized by this verification shall not interfere with safe navigation in the waterway. All work authorized by this verification shall be coordinated with the U.S. Coast Guard and shall be subject to a Notice to Mariners issued by the U.S. Coast Guard.

7. Prior to any dredging, floating turbidity curtains shall be installed completely enclosing the **Dredging Area** isolating it from the remainder of the waterbody (Beach Thorofare). The turbidity curtain shall be anchored to the bottom of the waterway, with a 1 ft. maximum opening from the waterway bottom maintained during High Tide.

8. That all dredged material shall be disposed at the Surran's Soil Replenishment Facility located at 216 Route 50, Block 301, Lots 17 and 17.01, in Corbin City, Atlantic County, New Jersey.

9. That this Department of the Army Permit **Does Not** authorize additional maintenance dredging.

10. That all piling shall be installed using a **Vibratory Hammer**.

#### FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act.

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.



- b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.



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



## PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date <b>August 21, 2019</b>
		Expiration Date <b>August 20, 2024</b>
<b>Permit Number(s):</b> 0116-03-0009.3 LUP190001	<b>Type of Approval(s):</b> WFD Individual Permit – In water Water Quality Certificate	<b>Enabling Statute(s):</b> NJSA 12:5-3 et seq. NJSA 13:9A-1 et seq.
<b>Permittee:</b> Margaret Day 10521 3rd Ave Stone Harbor, NJ 08247	<b>Site Location:</b> 9420 Amherst Avenue <b>Block(s) &amp; Lot(s):</b> [528, 4] [528, 4.01] [529, 1] [529, 1.01] [529, 2] [529, 2.01] [529, 3] [529, 3.01] <b>Municipality:</b> Margate City <b>County:</b> Atlantic	
<b>Description of Authorized Activities:</b>  <p>This permit authorizes maintenance dredging of the above referenced property via mechanical method to a depth of four feet below mean low water (-4' MLW) with no overdredge. The volume of material to be dredged shall not exceed approximately one thousand six hundred and forty cubic yards (1,640 yds<sup>3</sup>) and the area to be dredged shall be limited to the area shown on the approved plan(s). In addition to dredging, this permit authorizes the construction of five (5) floating walkways and the installation of temporary inflatable play equipment for the construction of an aquapark as follows: one 230' by 6' floating dock, one 189' by 6' floating dock, one 145' by 6' floating dock, one 102.5' by 6' wide floating dock, one 55' by 8' wide floating dock, a ramp, a grandfathered fixed pier with an uncovered ticket counter and life-jacket rack, and inflatable play equipment as show on the approved plans referenced on the last page of this permit.</p> <p>Dredge material will be initially dewatered in a modified hopper barge, off-loaded into sealed trucks and transported to Surran Nurseries and operated by Surran's Soil Replenishment, LLC located at 218 Route 50, Corbin City, Atlantic County on Lots 17 &amp; 17.01 and Block 301 for beneficial reuse as agricultural soil amendment.</p> <p><b>This permit is NOT VALID until a monetary contribution has been made to the Department's account for Shellfish Habitat Mitigation.</b></p> <p>This authorization to conduct activities in the Beach Thorofare includes the issuance of a Water Quality Certificate.</p> <p>This permit is authorized under and in compliance with the Rules on Coastal Zone Management, N.J.A.C. 7:7-1.1 et seq., as amended through July 15, 2019.</p> <p>Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action.</p>		
<b>Prepared by:</b> Magda Usarek-Witek, Environmental Specialist II	<b>Received and/or Recorded by County Clerk:</b>	
<p>If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.</p>		
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		

**PRE-CONSTRUCTION CONDITIONS:**

1. Prior to dredging, the permittee shall receive the following:
  - a. All required local, state and federal approvals;
  - b. United States Army Corps of Engineering authorization for the project. A copy of said authorization shall be kept onsite, and;
  - c. Valid Tidelands Instrument.
2. Where feasible, a floating full-length turbidity curtain with a weighted bottom edge shall be installed around the marina prior to and for the duration of dredging.
3. A construction report shall be completed and sent to the Office of Dredging and Sediment Technology 14 days prior to construction.
4. Upon completion of dredging a completion report shall be filled and sent to the Office of Dredging and Sediment Technology.

**MITIGATION CONDITIONS:**

1. **This permit is NOT VALID until a monetary contribution has been made to the Department's account for Shellfish Habitat Mitigation.** This contribution is based upon the area of shellfish habitat condemned due to coverage by the structure and boat moorings, the documented shellfish density on the property, and the commercial value of the shellfish resource. The formula for assessing the monetary contribution is as follows:

$$C = \text{Area} * \text{Density} * \text{AV} * \text{PVF}$$

Where: C = Contribution

Area = Area, in square feet, of shellfish habitat covered by structure(s) and mooring(s)

Density = Applicable density of shellfish, in animals/square foot

AV = Annual value of the shellfish resource, which is set at \$0.25 per animal

PVF = Present Value Factor, which is set at 31.6

Hard Clam Density =    High                      Moderate  
   .75     .35

Soft Clam Density =       .75 (all cases)

The condemned area is 3,493 square feet (based on the size of docks and mooring areas depicted on the approved plans) and the area is documented as a hard clam high production area. Using the above formula, a monetary contribution of \$16,851.54 must be made to the Department's account for Shellfish Habitat Mitigation. An invoice will be forwarded to the permittee in the amount of \$16,851.54 **This mitigation contribution must be submitted within 90 days of the date of this permit.**

2. Prior to site prep, or within 90 days of permit, whichever is sooner, a conservation restriction for shellfish habitat governing the reconstruction of the existing bulkhead on the subject property shall be RECORDED with the Office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES) in the county wherein the lands included in this permit are located. This conservation restriction shall prohibit the replacement, reconstruction or rehabilitation of the bulkhead with anything other than nonpolluting or other inert material. This conservation restriction

shall reflect exactly what is provided on the Division's web site ([www.state.nj.us/dep/landuse/forms](http://www.state.nj.us/dep/landuse/forms)) and must accompany and reference a site plan, with all restricted areas clearly delineated. Once the conservation restriction has been RECORDED, a copy of the recorded conservation restriction MUST BE forwarded to the Division's project manager, Magda Usarek-Witek, via email at [Magda.Usarek-Witek@dep.nj.gov](mailto:Magda.Usarek-Witek@dep.nj.gov) within thirty (30) days of being recorded. Said restriction shall run with the land and be binding upon all successive owners.

**PROJECT SPECIFIC CONDITONS:**

1. Dredging shall be limited to a maximum project depth of four (-4) feet below Mean Low Water.
2. Dredged material shall be placed deliberately in the barge in order to prevent spillage of material overboard.
3. While offloading dredge material from the hopper barge, the permittee shall use a spill plate. The spill plate shall be maintained at all times to ensure that any dredged material that falls on the spill plate is directed back into the barge.
4. Soil erosion and sediment control measures, such as hay bales and silt fencing, shall be constructed around the dredged material off-loading site prior to the start of dredging operations commence and shall be secured into the ground and maintained during the entire dredging operation.
5. The dredge shall be operated so as to control the rate of descent of the bucket so as to maximize the vertical cut of the bucket while not penetrating the sediment beyond the vertical dimension of the open bucket (i.e. overfilling the bucket).
6. The dredge bucket shall be lifted slowly through the water, at a rate of 2 feet per second or less.
7. 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.
8. All structures must be constructed of nonpolluting materials such as plastic, natural cedar or other untreated wood, concrete, or other inert products. Creosote and CCA-treated lumber (a.k.a. pressure treated or wolmanized lumber) which is susceptible to leaching are considered polluting materials and are not acceptable.
9. Consistent with Assembly Bill, No. 2804, P.L. 2007, CHAPTER 113 the use of creosote treated material (or other descriptive term from the law) in the construction of the authorized structure(s) is prohibited.
10. Space between horizontal planking is maximized and width of horizontal planking is minimized to the maximum extent practicable. Under normal circumstances, a minimum of 3/8-inch, 1/2-inch, 3/4-inch, or one-inch space is to be provided for 4-inch, 6-inch, 8 to 10-inch, or 12-inch plus wide planks, respectively.
11. The width of the dock or pier shall not exceed twice the clearance between the structure and the surface of the ground below or the water surface at mean high water (measured from the bottom of the stringers). Floating docks are not subject to the height requirement; however, the floating docks shall be constructed such that it does not rest on the bottom of the waterbody during the low tide event.

12. At least one pump-out facility shall be provided with the temporary seasonal restroom.

**ACCEPTABLE USE DETERMINATION:**

1. This permit authorizes the placement of one thousand six hundred and forty cubic yards (1,640 yds<sup>3</sup>) of dredged material from this project at Surran Nurseries located at tax block 301 lots 17 and 17.01, Corbin City, Atlantic County for the beneficial reuse of dredge material.
2. Placement of and reuse of dredged material shall comply with the Soil Management Plan as shown on Site Plan C101, Sheet 1 of 2, dated September 22, 2017, last revised May 9, 2018, entitled, **“SOILS MANAGEMENT PLAN; SURRAN NURSERIES; 216 ROUTE 50; BLOCK 301, LOTS 17 & 17.01; CITY OF CORBIN; ATLANTIC COUNTY, NEW JERSEY”**, and prepared by HDG Engineering.
3. Dredged material shall meet the Residential Soil Remediation Standards.
4. Dredged material shall be transported in water-tight containers. It shall be the responsibility of the permittee to ensure that sufficient freeboard shall be maintained in all trucks used to transport dredged material to prevent spillage or tracking of material onto adjacent roadways.
  - a. All trucks shall be sufficiently washed of processed dredged material so as to avoid deposition of material on the trucking route.
  - b. The trucks shall be routed in such a way to avoid residential areas to the greatest extent practicable.
5. Surrans Soil Replenishment, LLC or the Permittee shall maintain records documenting the transportation vehicle identification number, material quantity, source, and destination for all processed dredged material entering and leaving the facility.
6. All operations (further dewatering, containment, blending and stockpiling) must be conducted within the existing limits of the site. Any addition un-permitted disturbance of freshwater wetlands, State open waters, transition areas, and/or riparian zones besides within the existing areas of operations shall be considered a violation of the Freshwater Wetlands Protection Act Rules and the Flood Hazard Area Control Act Rules unless the activity is exempt or a permit is obtained from the Department prior to the start of the proposed disturbance.
7. Soil erosion control measures shall be constructed around the dredged material storage area prior to transport of dredged material. These measures shall be maintained for the duration of the storage and use of dredged material.
8. If the permittee proposes to place the dredged material from this project at a location different from that approved in this permit, written authorization in the form of a minor or major technical modification must be obtained from the Department prior to the transport of any dredged material to the alternative placement location.

**STANDARD CONDITIONS:**

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Division of Land Use Regulation by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.

10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
  - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.

21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
23. A permit can be modified, suspended, or terminated by the Department for cause.
24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address listed on page one of this permit.

**APPROVED PLAN(S):**

Two (2) sheets dated October 10, 2018, entitled, "**MARGARET DAY; AMHERST AVENUE; BLOCK 528, LOTS 1, 1.01, 2, 2.01, 3 & 3.01; CITY OF MARGATE; ATLANTIC COUNTY, NEW JERSEY**", and prepared by HDG Engineering, further identified as:

"PERMIT PLAN", Sheet GE101 (1 of 2), last revised August 16, 2019,

"SECTIONS", Sheet G102 (2 of 2), last revised July 10, 2019.

**APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Use Regulation at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.



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

Approved By:



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Gary Nickerson for  
Suzanne Dietrick, Supervisor  
Office of Dredging and Sediment Technology  
Division of Land Use Regulation

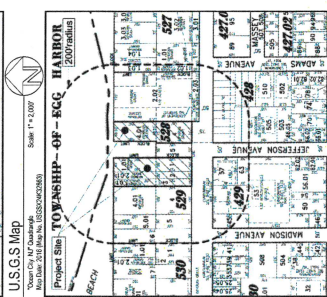
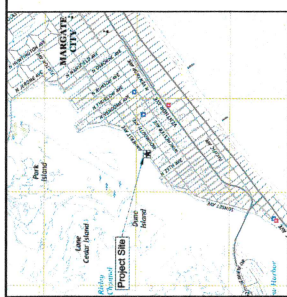
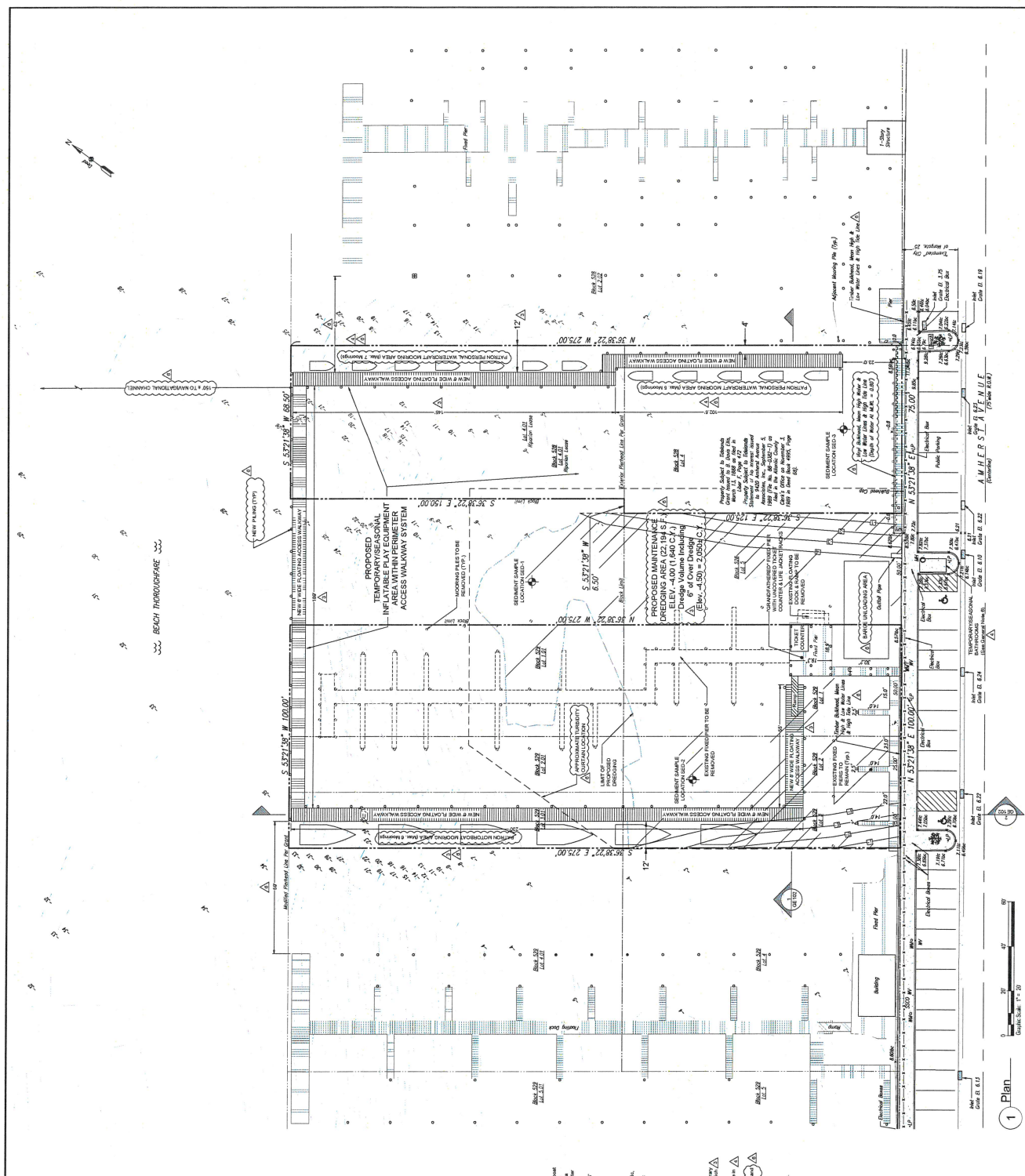
8/22/19  
Date

- c: Municipal Clerk of the City of Margate  
Municipal Construction Official of the City of Margate  
Agent (original) – Stephen Griffith, HDG, 701 West Avenue, Suite 301, Ocean City, NJ 08226

Client: Margaret Day

No.	Description	Date
1.	2024.01.01	01.01.2024
2.	2024.01.01	01.01.2024
3.	2024.01.01	01.01.2024
4.	2024.01.01	01.01.2024
5.	2024.01.01	01.01.2024
6.	2024.01.01	01.01.2024

Drawn By: [Name]  
 Checked By: [Name]  
 Date: 3/09/2024



**Tax Map**  
 Scale: 1" = 20'

**GENERAL NOTES**

1. The information shown on this plan is based on the information provided by the applicant and is not to be used for any other purpose. The applicant is responsible for the accuracy of the information provided.
2. The information shown on this plan is not to be used for any other purpose. The applicant is responsible for the accuracy of the information provided.
3. The information shown on this plan is not to be used for any other purpose. The applicant is responsible for the accuracy of the information provided.
4. The information shown on this plan is not to be used for any other purpose. The applicant is responsible for the accuracy of the information provided.
5. The information shown on this plan is not to be used for any other purpose. The applicant is responsible for the accuracy of the information provided.
6. The information shown on this plan is not to be used for any other purpose. The applicant is responsible for the accuracy of the information provided.

**EXISTING DATA (FROM)**

NO.	Description	Date
1.	2024.01.01	01.01.2024
2.	2024.01.01	01.01.2024
3.	2024.01.01	01.01.2024
4.	2024.01.01	01.01.2024
5.	2024.01.01	01.01.2024
6.	2024.01.01	01.01.2024

Drawn By: [Name]  
 Checked By: [Name]  
 Date: 3/09/2024



**Atlantic County  
Document Summary Sheet**

ATLANTIC COUNTY CLERK

5901 MAIN ST  
MAYS LANDING NJ 08330 1797

ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RECORDED 10/18/2018 09:16:36  
RCPT # 1430675 RECD BY E-RECORD  
NAME FEE  
RECORDING FEES 80.00  
INSTRUMENT# 2018053105  
VOL 14504 PAGE 1 OF 7

**Official Use Only**

**Transaction Identification Number**

3596196                      3077073

**Submission Date**(mm/dd/yyyy)                      10/03/2018

**No. of Pages** (excluding Summary Sheet)                      5

**Recording Fee** (excluding transfer tax)                      \$80.00

**Realty Transfer Tax**                      \$2,783.00

**Total Amount**                      \$2,863.00

**Document Type**                      DEED/NO EXEMPTION FROM REALTY TRANSFER FEE

**Municipal Codes**  
MARGATE                      03

**Batch Type**                      L2 - LEVEL 2 (WITH IMAGES)

**Bar Code(s)**



**Return Address** (for recorded documents)

SURETY TITLE COMPANY  
11 EVES DRIVE, SUITE 150  
MARLTON, NJ 08053

**Additional Information (Official Use Only)**

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



**Atlantic County  
Document Summary Sheet**

<b>DEED/NO EXEMPTION FROM REALTY TRANSFER FEE</b>	<b>Type</b>	DEED/NO EXEMPTION FROM REALTY TRANSFER FEE				
	<b>Consideration</b>	\$355,000.00				
	<b>Submitted By</b>	SIMPLIFILE, LLC. (SIMPLIFILE)				
	<b>Document Date</b>	09/26/2018				
	<b>Reference Info</b>					
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>	
	<b>GRANTOR</b>	<b>Name</b>			<b>Address</b>	
		CELI LLC			353 CHEVES DRIVE, CHARLESTON, SC 29412	
	<b>GRANTEE</b>	<b>Name</b>			<b>Address</b>	
		MARGARET DAY			10521 3RD AVENUE, STONE HARBOR, NJ 08247	
	<b>Parcel Info</b>					
	<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>
		03	529	1		03
	03	529	1.01		03	
	03	529	2		03	
	03	529	2.01		03	
	03	529	3		03	
	03	529	3.01		03	

\* DO NOT REMOVE THIS PAGE.

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ATLANTIC COUNTY FILING RECORD.  
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

This Deed is Part of a  
1031 Exchange

11858511-01

#2

**DEED**

Prepared by: **STEVEN M. ABRAMOFF, ESQUIRE**

This Deed is made on Sept 26, 2018,

**BETWEEN**

**CEILI, L.L.C.**  
a New Jersey limited liability company

whose post office address is 353 Chaves Drive  
Charleston SC 29412

referred to as Grantor,

**AND**

**MARGARET DAY**

whose post office address is 10521 3rd Ave  
Stone Harbor, NJ 08247

referred to as Grantee.

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

**Transfer of Ownership.** The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of **THREE HUNDRED FIFTY-FIVE THOUSAND (\$355,000.00) DOLLARS**. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** City of Margate, Block 529, Lots 1, 1.01, 2, 2.01, 3, 3.01

**Property.** The property consists of the land and all the buildings and structures on the land in the City of Margate, County of Atlantic and State of New Jersey. The legal description is:

**SEE ATTACHED LEGAL DESCRIPTION**

**BEING PART OF THE SAME LAND AND PREMISES** granted and conveyed unto CEILI, L.L.C., a New Jersey Limited Liability Company, wholly-owned by William M. Gottschall and Joanne Gottschall, his wife, by deed from William A. Gottschall and Arlene Gottschall, husband and wife, dated December 31, 2001, recorded May 6, 2004, in the Atlantic County Clerk's Office in Book 7728, as Instrument No. 4043490.

**BEING PART OF THE SAME LAND AND PREMISES** granted and conveyed unto CEILI, L.L.C., a New Jersey Limited Liability Company, wholly-owned by William M. Gottschall and Joanne Gottschall, his wife, by deed from Arlene Gottschall, widow, dated \_\_\_\_\_, recorded \_\_\_\_\_, in the Atlantic County Clerk's Office in Book \_\_\_\_\_, as Instrument No. \_\_\_\_\_.

*Recorded Simultaneously herewith. \* Being*

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 78585NF-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Margate City, Atlantic County, and State of New Jersey being more particularly described as follows:

TRACT 1:

BEGINNING at a point in the existing timber bulkhead being also the artificial high-water line in the northwesterly sideline of Amherst Avenue as laid out 75 feet wide, also being the former combined Pierhead and Bulkhead Line as established in Tract 1 of the Grant made by the State of New Jersey, by instrument date January 20, 1930, to the City of Margate City, which beginning point is located where the northwesterly sideline of Amherst Avenue intersects with the southwesterly line of Jefferson Avenue, as laid out 50 feet wide; thence

- 1) Northwestwardly, at right angles to Amherst Avenue a distance of 275 feet to a point in the Modified Pierhead Line adopted April 2, 1957, by the Director of the Division of Resource Development in the Department of Conservation and Economic Development of the State of New Jersey; thence
- 2) Southwestwardly, at right angles to the preceding course and parallel with the aforesaid northwesterly sideline of Amherst Avenue, a distance of 50 feet to a point; thence
- 3) Southeastwardly, parallel to the first course a distance of 275 feet to a point in the former combined Pierhead and Bulkhead Line as established in the aforesaid grand dated January 20, 1930; thence
- 4) Northeastwardly, following said former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930, a distance of 50 feet to the point and place of beginning.

TRACT 2:

BEGINNING at a point in the existing timber bulkhead being also the artificial high-water line in the northwesterly sideline of Amherst Avenue as laid out 75 feet wide, also being the former combined Pierhead and Bulkhead Line as established in Tract 1 of the Grant made by the State of New Jersey by instrument dated January 20, 1930, to the City of Margate City, which beginning point is located 50 feet southwestwardly along the northwesterly sideline of Amherst Avenue from its intersection with the southwesterly line of Jefferson Avenue as laid out 50 feet wide; thence

- 1) Northwestwardly, at right angles to Amherst Avenue a distance of 275 feet to a point in the Modified Pierhead Line adopted April 2, 1957 by the Director of the Division of Resource Developments in the Department of Conservation and Economic Development of the State of New Jersey; thence
- 2) Southwestwardly, at right angles to the preceding course and parallel with the aforesaid Northwesterly sideline of Amherst Avenue, a distance of 25 feet to a point; thence

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

Commitment for Title Insurance  
Adopted 08-01-2016 Technical Corrections 04-02-2018

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-09  
Last Revised: 7/1/18

3) Southeastwardly, parallel to the first course a distance of 275 feet to a point in the former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930; thence

4) Northeastwardly, following said former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930, a distance of 25 feet to the point and place of beginning.

**TRACT 3:**

**BEGINNING** at a point in the existing timber bulkhead being also the artificial high-water line in the Northwesterly sideline of Amherst Avenue as laid out 75 feet wide, also being the former combined Pierhead and Bulkhead as established in Tract 1 of the Grant made by the State of New Jersey by instrument dated January 20, 1930, to the City of Margate City which beginning point is located 75 feet Southwestwardly along the Northwesterly sideline of Amherst Avenue from its intersection with the Northwesterly line of Jefferson Avenue as laid out 50 feet wide; thence

1) Northwestwardly and at right angles to Amherst Avenue, a distance of 275 feet to a point in the Modified Pierhead Line adopted April 2, 1957 by the Director of the Division of Resource Development in the Department of Conservation and Economic Development of the State of New Jersey; thence

2) Southwestwardly at right angles to the preceding course and parallel with the aforesaid Northwesterly side line of Amherst Avenue, a distance of 25 feet to a point; thence

3) Southwestwardly, parallel to the first course a distance of 275 feet to a point in the former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930; thence

4) Northeastwardly, following said former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930, a distance of 25 feet to the point and place of beginning.

**FOR INFORMATIONAL PURPOSES ONLY:**  
**BEING** premises No. Amherst Avenue.

**BEING** Block: 529, Lots: 1, 1.01, 2, 2.01, 3, 3.01

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

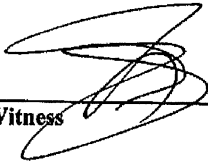
Commitment for Title Insurance  
Adopted 08-01-2016 Technical Corrections 04-02-2018


NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

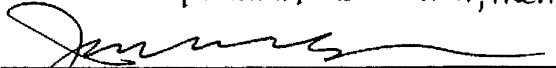
NJRB 3-09  
Last Revised: 7/1/18

**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.

**Signatures.** The Grantor signs this Deed as of the date notarized below.

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
CEILI, L.L.C. By: William Gottschall, Member

  
\_\_\_\_\_  
CEILI, L.L.C. By: Joanne Gottschall, Member

STATE OF *South Carolina* COUNTY OF *Charleston* SS:

I CERTIFY that on September 26, 2018, CEILI, L.L.C., By: William M. Gottschall & Joanne Gottschall Managing Members, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the maker of this Deed;
- (b) is the managing Member of the Grantor, and is authorized to execute this Deed; and
- (c) made this Deed for \$355,000.00 as the full and actual consideration paid or to be paid for the transfer of title; and
- (d) executed this Deed as the act of the Grantor.

  
\_\_\_\_\_  
NOTARY PUBLIC  
*Notary for South Carolina*



\*\*\*\*\*

**Record & Return To:**





State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
 (9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)  
 Celli, L.L.C., a New Jersey Limited Liability Company

Current Street Address  
 353 Chenes Dr.

City, Town, Post Office Box  
 Charleston SC 29412

State  
 SC

Zip Code

**PROPERTY INFORMATION**

Block(s)  
 529

Lot(s)  
 1, 1.01, 2, 2.01, 3, 3.01

Qualifier

Street Address  
 Amherst Avenue

City, Town, Post Office Box  
 Margate City

State  
 NJ

Zip Code  
 08402

Seller's Percentage of Ownership 100%	Total Consideration \$355,000.00	Owner's Share of Consideration \$355,000.00	Closing Date 9/28/2018
--	-------------------------------------	--	---------------------------

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
- Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9-26-2018  
 Date

9/26/2018  
 Date

*William Gottschall*  
 Signature Member  
 (Seller) Please Indicate if Power of Attorney or Attorney in Fact

*Joanna Gottschall*  
 Signature Member  
 (Seller) Please Indicate if Power of Attorney or Attorney in Fact



**Atlantic County  
Document Summary Sheet**

ATLANTIC COUNTY CLERK

5901 MAIN ST

MAYS LANDING NJ 08330 1797

ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RECORDED 04/19/2018 11:46:29  
RCPT # 1391547 RECD BY E-RECORD  
NAME FEE  
RECORDING FEES 70.00  
INSTRUMENT# 2018020881  
VOL 14414 PAGE 1 OF 6

**Official Use Only**

**Transaction Identification Number**

3354356

2825089

**Submission Date**(mm/dd/yyyy)

04/10/2018

**No. of Pages** (excluding Summary Sheet)

4

**Recording Fee** (excluding transfer tax)

\$70.00

**Realty Transfer Tax**

\$2,879.00

**Total Amount**

\$2,949.00

**Return Address** (for recorded documents)

SURETY TITLE COMPANY  
11 EVES DRIVE, SUITE 150  
MARLTON, NJ 08053

**Document Type**

DEED/NO EXEMPTION FROM REALTY TRANSFER FEE

**Municipal Codes**

MARGATE

03

**Batch Type**

L2 - LEVEL 2 (WITH IMAGES)

**Bar Code(s)**



**Additional Information (Official Use Only)**

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



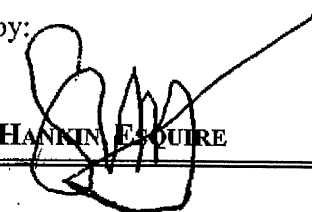
**Atlantic County  
Document Summary Sheet**

**DEED/NO  
EXEMPTION  
FROM REALTY  
TRANSFER FEE**

<b>Type</b>	DEED/NO EXEMPTION FROM REALTY TRANSFER FEE				
<b>Consideration</b>	\$365,000.00				
<b>Submitted By</b>	SIMPLIFILE, LLC. (SIMPLIFILE)				
<b>Document Date</b>	03/15/2018				
<b>Reference Info</b>					
<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>	
<b>GRANTOR</b>	<b>Name</b>			<b>Address</b>	
	9420 AMHERST LLC			3RD ST, PHILADELPHIA, PA 19123	
<b>GRANTEE</b>	<b>Name</b>			<b>Address</b>	
	MARGARET H DAY			10521 3RD AVE, STONE HARBOR, NJ 08247	
<b>Parcel Info</b>					
<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>
	03	528	4		03
	03	528	4.01		03

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

72206 NTZ  
Record & Return to  
Surety Title  
1558 Zion Road  
Northfield, NJ 08225

Prepared by:  
  
STEPHEN HANNIN ESQUIRE

### DEED

This Deed is made on March 15, 2018 between *9420 Amherst, LLC* (hereinafter referred to as the "Grantor"); and *Margaret H. Day, 10521 3rd Ave, Stone Harbor, N.J. 08247* (hereinafter referred to as the "Grantee"). *630 N. 3rd St Phila, Pa 19123*

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

1. Transfer of Ownership.

The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Three Hundred Sixty Five Thousand Dollars (\$365,000.00). The Grantor acknowledges receipt of this money.

2. Tax Map Reference.

N.J.S.A. 46:15-1.1. City of Margate, Lot 4 on Block *528* *and 4.01*

No property tax identification number is available on the date of this Deed. (Check if applicable).

3. Property.

The property consists of the land and all the buildings and structures on the land in the City of Margate, County of Atlantic, and State of New Jersey. The legal description is:

*See attached Schedule "A"*

BEING the same land and premises conveyed to 9420 Amherst, LLC by Deed from Penny Lane Associates, LLC, dated May 17, 2016, recorded on May 20, 2016 in the Atlantic County Clerk's Office in Deed Book 14072, Instrument No. 2016031257.

The street address of the Property is:  
**9420 Amherst Avenue, Margate, New Jersey**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in City of Margate, Atlantic County, and State of New Jersey being more particularly described as follows:**

**BEGINNING at a point of intersection in the Northeasterly line of Lot 5 in Block 528 with the Northwesterly line of Amherst Avenue e(75 feet right of way) and running; thence**

**1.) North 53 degrees 21 minutes 38 seconds East, 75.00 feet along the aforesaid Northwesterly line of Amherst Avenue to a point in the Southwesterly line of Lot 3 in Block 528, said Lot as shown on the hereinafter mentioned tax map; thence**

**2.) North 36 degrees 38 minutes 22 seconds West, 125.00 feet along the aforesaid Southwesterly line of 3 in Block 528, to a point in the Southeasterly line of Lot 4.01 in Block 528, said lot as shown on the hereinafter mentioned tax map; thence**

**3.) South 53 degrees 21 minutes 38 seconds West, 75.00 feet along the aforesaid Southeasterly line of Lot 4.01 in Block 528, to a point in the aforesaid Northeasterly line of Lot 5 in Block 528, said Lot as shown on the hereinafter mentioned tax map; thence**

**4.) South 36 degrees 38 minutes 22 seconds East, 125.00 feet along the aforesaid Northeasterly line of Lot 5 in Block 528, to a point in the aforesaid Northwesterly line of Amherst Avenue, the point and place of BEGINNING.**

**BEING premises No. 9420 Amherst Avenue.**

**BEING Block: 528, Lot: 4 and 4.01**

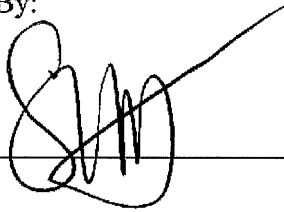
4. Promises by Grantor.

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

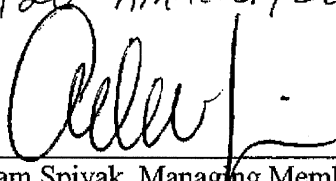
5. Signatures.

This Deed is signed and attested to by the Grantor as of the date at the top of the first page.

Witnessed By:



By:

9420 Amherst, LLC  
  
Adam Spivak, Managing Member

STATE OF NEW JERSEY :  
: ss.  
COUNTY OF ATLANTIC :

I certify that on September 18, 2017, *Adam Spivak*, personally came before me and stated to my satisfaction that he:

1. Are the makers of the attached Deed;
2. Executed this Deed as *Managing Member of 9420 Amherst, LLC*
3. Made this Deed for the consideration of Four Hundred Thousand Dollars (*\$365,000.00*) as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5)

  
\_\_\_\_\_

My Commission Expires:

**CAROL R. NELSON**  
A Notary Public of New Jersey  
My Commission Expires 10/07/2020



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
 (9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)  
 9420 Amherst, LLC

Current Street Address  
 9420 Amherst Avenue

City, Town, Post Office Box State Zip Code  
 Margate NJ 08402

**PROPERTY INFORMATION**

Block(s) Lot(s) Qualifier  
 528 4 and 4.01

Street Address  
 9420 Amherst Avenue

City, Town, Post Office Box State Zip Code  
 Margate NJ 08402

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	\$365,000.00	\$365,000.00	3/29/18

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9/12/17  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Adam Spivak, Managing Member

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
 (Seller) Please Indicate If Power of Attorney or Attorney in Fact



**Office of The Tax Assessor**

Municipal Building  
9001 Winchester Avenue  
Margate City, NJ 08402  
609-822-1950  
609-487-1142 Fax

**James W. Manghan, CTA**

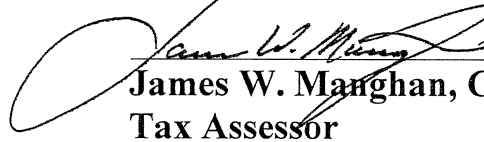
**RECEIVED**  
**FEB 27 2020**  
NEHAAD PERILLO DAVIS & GOLDSTEIN

**Eric S. Goldstein, Esq.**  
**4030 Ocean Heights Ave.**  
**Egg Harbor Twp., NJ 08234**

**Block 528 Lot 4**

**Location Amherst Ave.**

**Date February 24, 2020**

  
**James W. Manghan, CTA**  
**Tax Assessor**

**Your File No.: 12363-1**

**Tax list good for 60 days per Margate City Code Book (170-5)**



PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS	
428 81.01	213 N JEFFERSON AVE	2	DILOLLE, ROSEMARY 2 WENDEE WAY SEWELL, NJ	08080
428 81.02	215 N JEFFERSON AVE	2	REAGAN, BRIAN T 215 N JEFFERSON AVE MARGATE, NJ	08402
428 81.03	9416 AMHERST AVE	2	THOMPSON, GREGORY 524 DERSTINE AVE LANSDALE, PA	19446
428 81.04	9414 AMHERST AVE	2	KENNEDY, GEORGE M 9414 AMHERST AVE MARGATE, NJ	08402
428 81.05	9412 AMHERST AVE	2	CINAGLIA, JOSEPH L & LITTLE, ELIZABETH 9412 AMHERST AVE MARGATE, NJ	08402
428 81.06	9410 AMHERST AVE	2	CARIS, SCOTT 233 GASKILL ST PHILADELPHIA, PA	19147
428 81.07	9408 AMHERST AVE	2	ROMITO, REMIGIO & DENISE C TASSI- 9408 AMHERST AVE MARGATE, NJ	08402
428 81.08	9406 AMHERST AVE	2	SAFAVI, NAHID & SOOFI 1199 LUDLOW ST #2011 PHILADELPHIA, PA	19107
428 81.09	9404 AMHERST AVE	2	PAGANO, GEORGE 8226 DORCAS STREET PHILADELPHIA, PA	19152
428 81.10	9402 AMHERST AVE	2	BERGER TRUSTEES, JANICE H & EDWARD 9402 AMHERST AVE MARGATE, NJ	08402
428 81.11	9400 AMHERST AVE	2	LEGGIO, EILEEN & TURSI, FRED 332 LONGSTONE DRIVE CHERRY HILL, NJ	08003
428 81.12	218 N ADAMS AVE	2	BOWMAN, WENDELL P & SUSAN L 3625 GREENRIDGE RD FURLONG, PA	18925
428 81.13	216 N ADAMS AVE	2	MERTZ, SCOTT K 216 N ADAMS AVE MARGATE, NJ	08402
428 505 C000A	205 N JEFFERSON AVE	2	KALODNER, STEVEN A & JODI N 110 BUNNING DR VOORHEES, NJ	08043
428 505 C000B	205 N JEFFERSON AVE	2	LEIB, STEPHEN & SHARON 146 LARKSPUR STREET PHILADELPHIA, PA	19116
428 505 C000C	205 N JEFFERSON AVE	2	SCHNECK, KAREN E & JOHNSON, COBY R 547 SUSSEX RD WYNNEWOOD, PA	19096
428 505 C000D	205 N JEFFERSON AVE	2	SNYDER, MICHAEL FANE & VICTORIA LYNN 17 CAMEO CT CHERRY HILL, NJ	08003
428 505 C000E	205 N JEFFERSON AVE	2	SAKALEROS, JENNIFER A & NICKOLAS I 422 DOWNS DR CHERRY HILL, NJ	08003

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS
429 63	214 N JEFFERSON AVE	4C	DUMOFF, DANIEL & DUMOFF, LENARD 460 N 2ND STREET PHILADELPHIA, PA 19123
527 1	9317 AMHERST AVE 1.01,1.02,1.03	1	HARBOR BAY LLC 3330 BARGAINTOWN RD #2 EGG HARBOR TWP, NJ 08234
528 2.02	9401 AMHERST AVE 1,1.01,3,3.01	4A	BARBARY COAST MARINA LLC 35 NORTHFIELD PLAZA NORTHFIELD, NJ 08225
528 2.03	AMHERST AVE	15C	CITY OF MARGATE 9100 WINCHESTER AVE MARGATE, NJ 08402
528 4	AMHERST AVE 4.01	1	DAY, MARGARET H 10521 3RD AVE STONE HARBOR, NJ 08247
529 1	AMHERST AVE 1.01,2,2.01,3,3.01	4A	DAY, MARGARET 10521 3RD AVE STONE HARBOR, NJ 08247
529 4	9511 AMHERST AVE 4.01	4A	ROSA, LLC PO BOX 707 FOLCROFT, PA 19032
429 53	9510 AMHERST AVE	2	MARGATE MARINER CONDO ASSOC. %THOMPSON REALTY COMPANY PO BOX 57 ATLANTIC CITY, NJ 08401
429 57	9500-06 AMHERST AVE	2	<b>BAY FRONT VILLA CONDO</b> %THOPSOM REALTY COMPANY ATLANTIC CITY, NJ 08401

UTILITIES TO BE NOTIFIED WITH TAXLIST

ATLANTIC CITY ELECTRIC  
 5100 HARDING HIGHWAY, SUITE 399  
 MAYS LANDING, NJ 08330

SOUTH JERSEY GAS COMPANY  
 VP CONSTRUCTION  
 1 SOUTH JERSEY PLAZA, RT. 54  
 FOLSOM, NJ 08037

COMCAST CABLE, GREG SMITH, PM  
 901 LEEDS AVENUE  
 ABSECON, NJ 08201

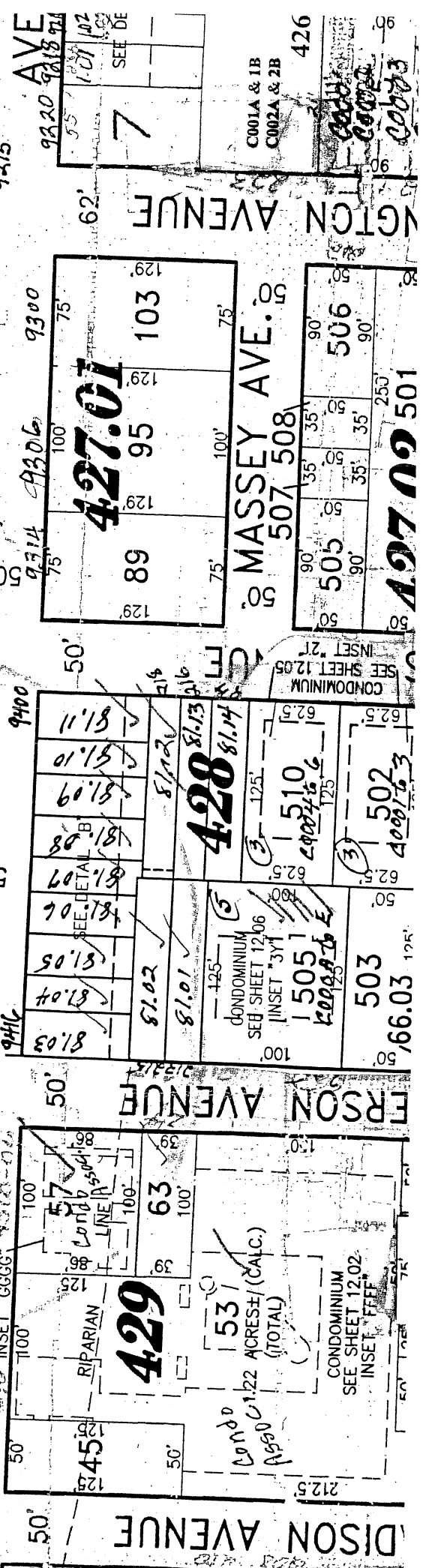
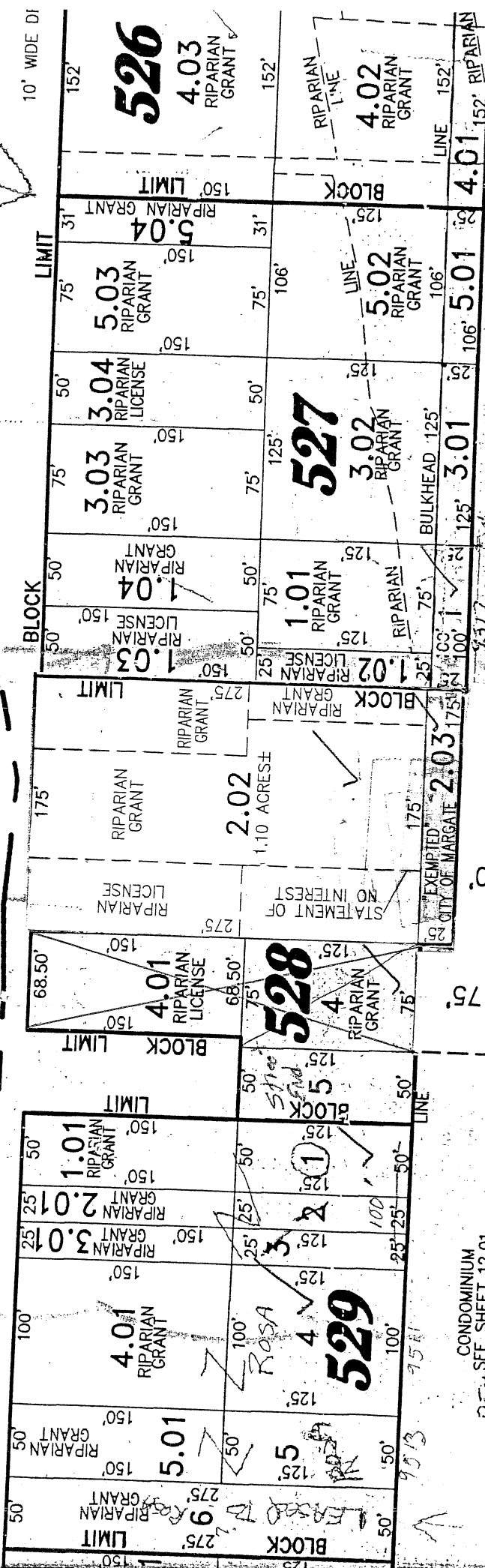
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NGTON AVENUE

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MASSEY AVE. 507 508

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501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600



**Office of The Tax Assessor**

Municipal Building  
9001 Winchester Avenue  
Margate City, NJ 08402  
609-822-1950  
609-487-1142 Fax

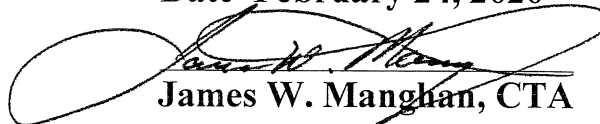
**James W. Manghan, CTA**

**Eric S. Goldstein, Esq.**  
4030 Ocean Heights Ave.  
Egg Harbor Twp., NJ 08234

**Block 529 Lot 1**

**Location Amherst Ave.**

**Date February 24, 2020**

  
**James W. Manghan, CTA**  
**Tax Assessor**

**Your File No.: 12363-1**

RECEIVED  
FEB 27 2020  
NE-140 PER LEO CHAVE & GOLDSTEIN

**Tax list good for 60 days per Margate City Code Book (170-5)**

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS	
428 81.01	213 N JEFFERSON AVE	2	DILOLLE, ROSEMARY 2 WENDEE WAY SEWELL, NJ	08080
428 81.02	215 N JEFFERSON AVE	2	REAGAN, BRIAN T 215 N JEFFERSON AVE MARGATE, NJ	08402
428 81.03	9416 AMHERST AVE	2	THOMPSON, GREGORY 524 DERSTINE AVE LANSDALE, PA	19446
428 81.04	9414 AMHERST AVE	2	KENNEDY, GEORGE M 9414 AMHERST AVE MARGATE, NJ	08402
428 81.05	9412 AMHERST AVE	2	CINAGLIA, JOSEPH L & LITTLE, ELIZABETH 9412 AMHERST AVE MARGATE, NJ	08402
428 81.06	9410 AMHERST AVE	2	CARIS, SCOTT 233 GASKILL ST PHILADELPHIA, PA	19147
428 81.07	9408 AMHERST AVE	2	ROMITO, REMIGIO & DENISE C TASSI- 9408 AMHERST AVE MARGATE, NJ	08402
429 45	9512 AMHERST AVE	4A	NEW GOLD INC P O BOX 25010 PHILADELPHIA, PA	19147
429 63	214 N JEFFERSON AVE	4C	DUMOFF, DANIEL & DUMOFF, LENARD 460 N 2ND STREET PHILADELPHIA, PA	19123
528 2.02	9401 AMHERST AVE 1, 1.01, 3, 3.01	4A	BARBARY COAST MARINA LLC 35 NORTHFIELD PLAZA NORTHFIELD, NJ	08225
528 2.03	AMHERST AVE	15C	CITY OF MARGATE 9100 WINCHESTER AVE MARGATE, NJ	08402
528 4	AMHERST AVE 4.01	1	DAY, MARGARET H 10521 3RD AVE STONE HARBOR, NJ	08247
529 1	AMHERST AVE 1.01, 2, 2.01, 3, 3.01	4A	DAY, MARGARET 10521 3RD AVE STONE HARBOR, NJ	08247
529 4	9511 AMHERST AVE 4.01	4A	ROSA, LLC PO BOX 707 FOLCROFT, PA	19032
529 5	AMHERST AVE 5.01	4A	ROSA, LLC PO BOX 707 FOLCROFT, PA	19032

429  
53 9510 AMHERST AVE 2

MARGATE MARINER CONDO ASSOC.  
%THOMPSON REALTY COMPANY  
PO BOX 57  
ATLANTIC CITY, NJ 08401

429  
57 9500-06 AMHERST AVE 2

BAY FRONT VILLA CONDO  
%THOPSON REALTY COMPANY  
ATLANTIC CITY, NJ 08401

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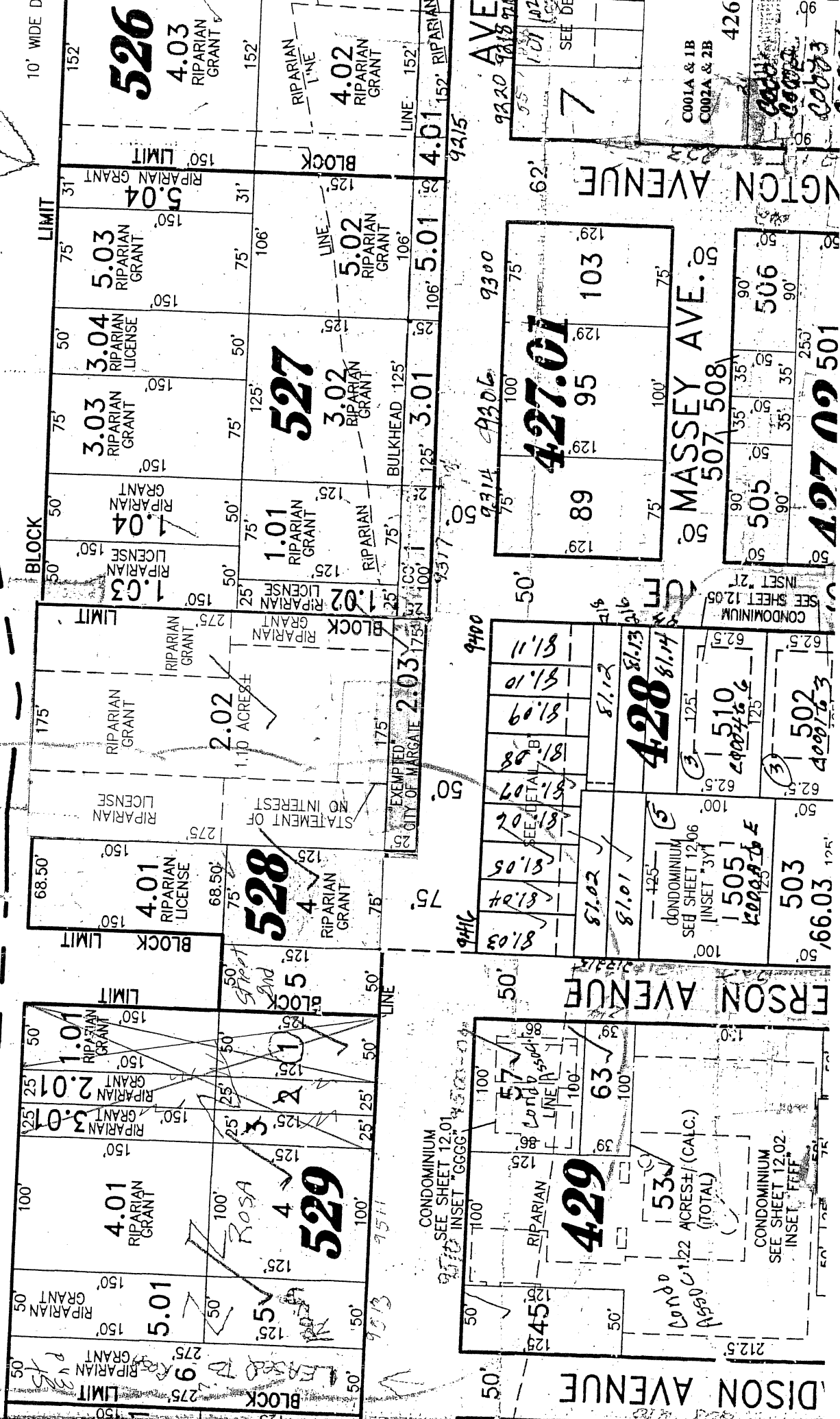
COMCAST CABLE, GREG SMITH, PM  
901 LEEDS AVENUE  
ABSECON, NJ 08201

ITEMS PRINTED.....20

**STANDON**

BOUNDARY

10' WIDE DI



9220	9218	9217	9216	9215
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129	129	129	129	129	129

507	508	505	506	503
35	35	35	35	35
90	90	90	90	90

81.11	81.10	81.09	81.08	81.07	81.06	81.05	81.04	81.03
81.12	81.13	81.14	81.15	81.16	81.17	81.18	81.19	81.20

510	502	503
125	125	125
62.5	62.5	62.5

425	1505	503
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62.5	62.5	62.5

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122	122
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C001A & 1B  
C002A & 2B  
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MASSEY AVE.

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505 506

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ERSON AVENUE

CONDOMINIUM  
SEE SHEET 12.01  
INSET 'GGG'

CONDOMINIUM  
SEE SHEET 12.02  
INSET 'FFF'

CONDOMINIUM  
SEE SHEET 12.06  
INSET 'JY'

DISON AVENUE

**RECORDATION REQUESTED BY:**  
Republic First Bank D/B/A Republic Bank  
Two Liberty Place  
50 S. 16th Street, Suite 2400  
Philadelphia, PA 19102

**WHEN RECORDED MAIL TO:**  
Republic First Bank D/B/A Republic Bank  
Two Liberty Place  
50 S. 16th Street, Suite 2400  
Philadelphia, PA 19102

**SEND TAX NOTICES TO:**  
Republic First Bank D/B/A Republic Bank  
Two Liberty Place  
50 S. 16th Street, Suite 2400  
Philadelphia, PA 19102

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



\*\*\*\*\*%0745%11212018%\*\*\*\*\*

### MORTGAGE

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Island Water Sports LLC and Margaret H. Day LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the New Jersey Industrial Site Recovery Act, NJSA Section 13:1K-6 ("ISRA"), the New Jersey Spill Compensation and Control Act, NJSA 58:10-23.11, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Margaret Day.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means the indebtedness, liabilities, and obligations to the Lender evidenced by the Note and/or Related Documents, including all principal and interest together with all other sums, charges, costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Indebtedness shall also include Loans and other obligations due to the Lender, after the date of this Agreement, that shall be cross collateralized, cross defaulted, and cross guaranteed with the Note and /or Related documents..

**Lender.** The word "Lender" means Republic First Bank D/B/A Republic Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated November 21, 2018, in the original principal amount of \$500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, because the Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy



issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$500,000.00.

**THIS MORTGAGE** dated November 21, 2018, is made and executed between Margaret Day, whose address is 10521 Third Ave, Stone Harbor, NJ 08247 (referred to below as "Grantor") and Republic First Bank D/B/A Republic Bank, whose address is Two Liberty Place, 50 S. 16th Street, Suite 2400, Philadelphia, PA 19102 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Atlantic County, State of New Jersey:

City of Margate City, County of Atlantic, State of New Jersey

The Real Property or its address is commonly known as 9501 Amherst Avenue, Margate City, NJ 08402. The Real Property tax identification number is Lots 1, 1.01, 2, 2.01, 3, & 3.01 Block 529.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for

Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by New Jersey law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**No Claim for Credit for Taxes.** Borrower or Grantor shall not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Borrower or Grantor shall not claim any deduction from the taxable value of the Property by reason of this Mortgage.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood

hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's

security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any Related Documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Lender In Possession.** Upon acceleration of the Indebtedness or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the Rents, including those past due. Any Rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of Rents, including but not limited to receiver's fees, premiums on the receiver's bonds and reasonable attorneys' fees and then to the other Indebtedness secured by this Mortgage.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of New Jersey. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by

MORTGAGE  
(Continued)

federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the Commonwealth of Pennsylvania.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Non-Liability of Lender.** The relationship between Borrower and Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.  
GRANTOR ACKNOWLEDGES RECEIPT, WITHOUT CHARGE, OF A TRUE AND CORRECT COPY OF THIS MORTGAGE.

GRANTOR:

X *M. Day*  
Margaret Day

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New Jersey )  
 ) SS  
COUNTY OF Cape May )

BE IT REMEMBERED that on this 11<sup>th</sup> day of November, 20 18, before me, the undersigned authority, personally appeared Margaret Day who, I am satisfied, is the person named in the foregoing instrument, and I having first made known to him or her the contents thereof, he or she acknowledged that he or she signed, sealed and delivered the same as his or her voluntary act and deed. All of which is hereby certified.

JOHN R DAVIDSON  
Notary Public  
State of New Jersey  
My Commission Expires Nov 23, 2020

*John Davidson*  
[Notary Public]

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Margate City, Atlantic County, and State of New Jersey being more particularly described as follows:

TRACT 1:

BEGINNING at a point in the existing timber bulkhead being also the artificial high-water line in the northwesterly sideline of Amherst Avenue as laid out 75 feet wide, also being the former combined Pierhead and Bulkhead Line as established in Tract 1 of the Grant made by the State of New Jersey, by instrument date January 20, 1930, to the City of Margate City, which beginning point is located where the northwesterly sideline of Amherst Avenue intersects with the southwesterly line of Jefferson Avenue, as laid out 50 feet wide; thence

1. Northwestwardly, at right angles to Amherst Avenue a distance of 275 feet to a point in the Modified Pierhead Line adopted April 2, 1957, by the Director of the Division of Resource Development in the Department of Conservation and Economic Development of the State of New Jersey; thence
2. Southwestwardly, at right angles to the preceding course and parallel with the aforesaid northwesterly sideline of Amherst Avenue, a distance of 50 feet to a point; thence
3. Southeastwardly, parallel to the first course a distance of 275 feet to a point in the former combined Pierhead and Bulkhead Line as established in the aforesaid grand dated January 20, 1930; thence
4. Northeastwardly, following said former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930, a distance of 50 feet to the point and place of BEGINNING.

TRACT 2:

BEGINNING at a point in the existing timber bulkhead being also the artificial high-water line in the northwesterly sideline of Amherst Avenue as laid out 75 feet wide, also being the former combined Pierhead and Bulkhead Line as established in Tract 1 of the Grant made by the State of New Jersey by instrument dated January 20, 1930, to the City of Margate City, which beginning point is located 50 feet southwestwardly along the northwesterly sideline of Amherst Avenue from its intersection with the southwesterly line of Jefferson Avenue as laid out 50 feet wide: thence

1. Northwestwardly, at right angles to Amherst Avenue a distance of 275 feet to a point in the Modified Pierhead Line adopted April 2, 1957 by the Director of the Division of Resource Developments in the Department of Conservation and Economic Development of the State of New Jersey; thence
2. Southwestwardly, at right angles to the preceding course and parallel with the aforesaid Northwesterly sideline of Amherst Avenue, a distance of 25 feet to a point; thence
3. Southeastwardly, parallel to the first course a distance of 275 feet to a point in the former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930; thence
4. Northeastwardly, following said former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930, a distance of 25 feet to the point and place of beginning.

TRACT 3:

BEGINNING at a point in the existing timber bulkhead being also the artificial high-water line in the Northwesterly sideline of Amherst Avenue as laid out 75 feet wide, also being the former combined Pierhead and Bulkhead as established in Tract 1 of the Grant made by the State of New Jersey by instrument dated January 20, 1930, to the City of Margate City which beginning point is located 75 feet Southwestwardly along the Northwesterly sideline of Amherst Avenue from its intersection with the Northwesterly line of Jefferson Avenue as laid out 50 feet wide; thence

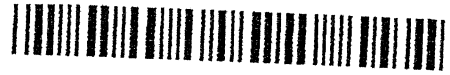
1. Northwestwardly and at right angles to Amherst Avenue, a distance of 275 feet to a point in the Modified Pierhead Line adopted April 2, 1957 by the Director of the Division of Resource Development in the Department of Conservation and Economic Development of the State of New Jersey; thence
2. Southwestwardly at right angles to the preceding course and parallel with the aforesaid Northwesterly side line of Amherst Avenue, a distance of 25 feet to a point; thence
3. Southwestwardly, parallel to the first course a distance of 275 feet to a point in the former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930; thence
4. Northeastwardly, following said former combined Pierhead and Bulkhead Line as established in the aforesaid grant dated January 20, 1930, a distance of 25 feet to the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:  
BEING premises No. 9501 Amherst Avenue.

BEING Block: 529, Lots: 1, 1.01, 2, 2.01, 3, 3.01



# Atlantic County Document Summary Sheet



ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1440744 RECD BY Yvette  
REC FEES \$110.00  
RECORDED 12/07/2018 09:44:10 AM  
INST # 2018062034

ATLANTIC COUNTY CLERK 5901 MAIN ST MAYS LANDING, NJ 08330	Return Name and Address  Surety Title Company, LLC 11 Eves Drive, Suite 150 Marlton, NJ 08053 79262CD-01
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Official Use Only

Submitting Company		Surety Title Company, LLC			
Document Date (mm/dd/yyyy)		11/21/2018			
Document Type		Mortgage			
No. of Pages of the Original Signed Document (Including the cover sheet)		9			
Consideration Amount (if applicable)		\$500,000.00			
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	Last Name First Name Middle Initial Suffix (or Company Name as written)		Address (Optional)	
	Margaret H. Day				
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	Last Name First Name Middle Initial Suffix (or Company Name as written)		Address (Optional)	
	Republic First Bank Republic Bank				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Margate City	529	1, 1.01, 2, 2.01, 3 & 3.01		9501 Amherst Avenue Margate, NJ 08402
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

\*DO NOT REMOVE THIS PAGE\*

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD, RETAIN THIS PAGE FOR FUTURE REFERENCE.



## List of Marks

01

ASSIGNMENT OF RENT/LEASES RECORDED 12/07/2018 #2018062035



Linda Morgan  
Tax Collector

REVENUE and FINANCE DEPARTMENT  
City of Margate  
9001 Winchester Ave  
Margate City, New Jersey 08402  
609-822-2508

Date: February 28, 2020

To Whom It May Concern:

I HEREBY CERTIFY THAT the TAX & WATER for 1ST QTR 2020/CURRENT  
WATER

is paid on property located at AMHERST AVENUE,

assessed to DAY, MARGARET

and designated as BLOCK 528, LOT 4, Tax Map of Margate City, NJ.

Linda Morgan, CTC  
Tax Collector

Per

RECEIVED

MAR 02 2020

NEHMAO PERILLO DAVIS & GOLDSTEIN



Linda Morgan  
Tax Collector

REVENUE and FINANCE DEPARTMENT  
City of Margate  
9001 Winchester Ave  
Margate City, New Jersey 08402  
609-822-2508

Date: February 28, 2020

To Whom It May Concern:

I HEREBY CERTIFY THAT the TAX & WATER for 1ST QTR 2020/CURRENT  
WATER

is paid on property located at AMHERST AVENUE,

assessed to DAY, MARGARET

and designated as BLOCK 529, LOT 1, Tax Map of Margate City, NJ.

Linda Morgan, CTC  
Tax Collector

Per

RECEIVED  
MAR 02 2020  
NEWMAN PERILLO DAVIS & GOLDSTEIN

[New Search](#)

Block: 528	Prop Loc: AMHERST AVE	Owner: DAY, MARGARET H	Square Ft: 0
Lot: 4	District: 0116 MARGATE	Street: 10521 3RD AVE	Year Built: 0000
Qual:	Class: 1	City State: STONE HARBOR, NJ 08247	Style:
Additional Information			
Prior Block:	Acct Num:	Add Lots: 4.01	EPL Code: 0 0 0
Prior Lot:	Mtg Acct:	Land Desc: 75X125	Statute:
Prior Qual:	Bank Code: 0	Bldg Desc:	Initial: 000000 Further: 000000
Updated: 06/01/18	Tax Codes:	Class4Cd: 0	Desc:
Zone: WSD	Map Page: 12	Acreeage: 0.2152	Taxes: 2344.50 / 0.00

Sale Date: 03/15/18 Book: 14414 Page: 20881 Price: 365000 NU#: 24

Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee
<a href="#">More Info</a>	04/15/09	12977	26671	75000	17	0	PENNY LANE ASSOCIATES LLC
<a href="#">More Info</a>	03/29/11	13277	21127	1	4	0	PENNY LANE ASSOCIATES LLC
<a href="#">More Info</a>	05/17/16	14072	31257	150000		100.00	9420 AMHERST LLC % S HANKIN ESQ
<a href="#">More Info</a>	03/15/18	14414	20881	365000	24	0	DAY, MARGARET

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2019	DAY, MARGARET H 10521 3RD AVE STONE HARBOR, NJ 08247	150000	0	150000	1
2018	9420 AMHERST LLC %S.HANKIN, ESQ. 30 S NEW YORK AVE ATLANTIC CITY, NJ 08401	150000	0	150000	1
2017	9420 AMHERST LLC %S.HANKIN, ESQ. 30 S NEW YORK AVE ATLANTIC CITY, NJ 08401	150000	0	150000	1
2016	PENNY LANE ASSOCIATES, LLC 9315 AMHERST AVE MARGATE, NJ 08402	150000	0	150000	1

[\\*Click Here for More History](#)

[New Search](#)

Block: 529	Prop Loc: AMHERST AVE	Owner: DAY, MARGARET	Square Ft: 0
Lot: 1	District: 0116 MARGATE	Street: 10521 3RD AVE	Year Built: 0000
Qual:	Class: 4A	City State: STONE HARBOR, NJ 08247	Style:
Additional Information			
Prior Block:	Acct Num:	Addl Lots: 1.01,2,2.01,3,3.01	EPL Code: 0 0 0
Prior Lot:	Mtg Acct:	Land Desc: 100X275	Statute:
Prior Qual:	Bank Code: 0	Bldg Desc: DOCKS	Initial: 000000 Further: 000000
Updated: 11/13/18	Tax Codes:	Class4Cd: 0	Desc:
Zone: WSD	Map Page: 12	Acreage: 0.6313	Taxes: 7025.69 / 0.00

Sale Information

Sale Date: 09/26/18	Book: 14504	Page: 53105	Price: 655000	NU#: 22			
<u>More Info</u>	<u>More Info</u>	<u>More Info</u>	<u>More Info</u>	<u>More Info</u>			
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee
<u>More Info</u>	12/31/01	7728	43490	215000	5	0	CEILI,LLC
<u>More Info</u>	09/25/18	14504	53104	1	14	0	CEILI LLC
<u>More Info</u>	09/26/18	14504	53105	355000	22	0	DAY, MARGARET

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2019	DAY, MARGARET 10521 3RD AVE STONE HARBOR, NJ 08247	256800 192700 449500	0	449500	4A
2018	CEILI, LLC 353 CHEVES DR CHARLESTON, SC 29412	256800 192700 449500	0	449500	4A
2017	CEILI, LLC 353 CHEVES DR CHARLESTON, SC 29412	256800 192700 449500	0	449500	4A
2016	CEILI, LLC 200 N JASPER AVE MARGATE, NJ 08402	256800 192700 449500	0	449500	4A

[\\*Click Here for More History.](#)