
From: William Farnkopf <bfarnkopf@hotmail.com>
Sent: Thursday, February 8, 2024 3:10 PM
To: Elissa Commins
Subject: Channel Drive Documents
Attachments: 4 Deeds 1934, 1936, 1939, 1962.pdf; 1962 Survey.pdf; 1962 SAC Board Letter + Maps.pdf; 2005 Plot Plan.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Elissa,

I hope you are well. I am writing today to ask a favor. I am hoping you might look over the attached documents, and if it's possible, provide me with any advice and recommendations you have regarding this matter. As you already know, the Channel Drive bulkhead project has turned into a rather contentious issue, and your professional advise might go a long way in preventing me from putting my foot in my mouth with my neighbors and friends at the Shore Acres Club (the Club).

To begin with, several weeks ago I volunteered to assist the Club in answering a challenge they were facing to their ownership of the bulkhead property on Channel Drive. In quest of a deed to the property, they provided me with some paperwork that concerned Channel Drive bulkhead projects in 1962 and 2005.

- From the material provided, I was able to come up with three deeds that relate to the property in question. They are attached above. The first is a 1936 Deed to the Shore Acres Corporation that gives them the initial acreage on which they would build Shore Acres. The second, and most relevant, is a 1939 deed (begins on page 8) that carves out of that Shore Acres Corporation land, a 4 ft. by 800 ft. "Spite Strip" so that the beneficiary, the Club, would have sole access to the water off Channel Drive. Importantly, page 8 of this deed also contains the exact geographical coordinates for the Club's strip of property. The third deed, from 1962, removes a Reversion Clause in the second deed so that the Club might use its properties as collateral for a bank loan for their bulkhead projects.
- The material I was given also contained a Profession Engineers Survey of the Clubs Channel Drive property, done in August of 1962, presumably for the upcoming bulkhead project on Channel Drive. I ask that you examine it.
- The material further contained an interoffice communication between members of the Club's Board of Directors in November of 1962. You will find this on pages 13 thru 17 of the third attachment. While the letter raises some important and troubling questions, it also points out that a possible solution, via a Riparian application, was being considered. I have no idea how this all turned out, for the paperwork needed to determine that was not provided to me.

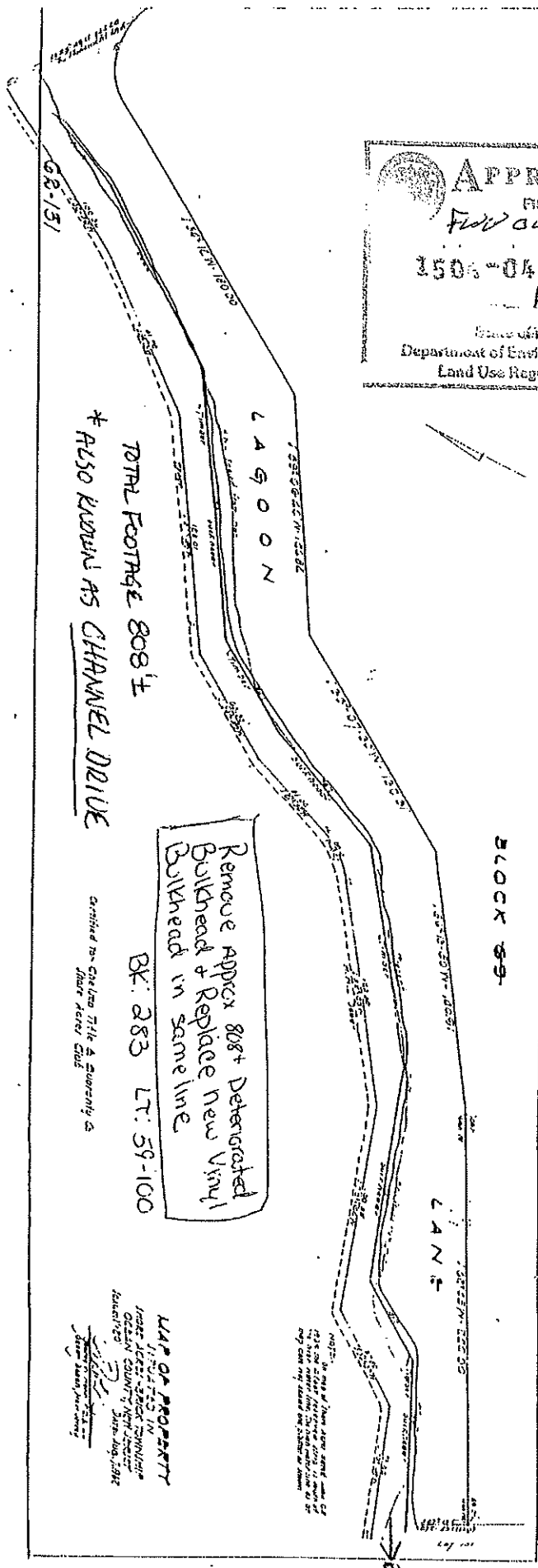
- Finally, the material the Club gave me also contained a Plot Plan of the Channel Drive bulkhead done by a Certified Professional Engineer in 2005. You can see on that plan that its creator ties the property he drew both to the 1939 Deed, and its Brick Township Tax Map designation, namely Block 283, Lot 104.

I must admit that I remain somewhat baffled by all of this and so I turn to you to help me sort this out. I have no wish to be the bearer of bad news in this situation, but I do feel compelled not to simply ignore it. As I understand it, the material contained here would be of significant use in producing a current survey of the bulkhead property which our contractor is seeking.

Your friend,

Bill Farnkopf
(732) 966-0922

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245007

TOTAL FOOTAGE 808'

* ALSO KNOWN AS CHANNEL DRILL

Remove approx 808+ deteriorated
Bulkhead & Replace new Vinyl
Bulkhead in same line

BK: 283 LT: 59-100

Carriada No-Cheleto Tule A. currently in
offense across cities

MAP OF PROPERTY
LOCATED IN
HOLLYWOOD, BRICK TOWNHIP
OCEAN COUNTY, NEW JERSEY
Surveyed
Date Aug. 1942
Surveyed by
John J. J. J. J.
John J. J. J. J.

2212 MAY 191

THIS AGREEMENT, made this 9th day of March in the

year of Our Lord One Thousand Nine Hundred and Sixty-two,

BETWEEN

SHORE ACRES CORPORATION

a corporation of the State of New Jersey,
having its principal office in the Borough of
Point Pleasant Beach in the County of Ocean
and State of New Jersey, party of the first part,

AND

SHORE ACRES CLUB

a corporation of the State of New Jersey,
having its principal office in the Township of
Brick in the County of Ocean and State of New
Jersey, party of the second part;

WHEREAS, by deed of conveyance dated August 8, 1938,

the party of the first part herein conveyed to the party of the

second part certain lands and premises situate in the Township of

Brick in the County of Ocean and State of New Jersey, known and

designated on map of Shore Acres, Brick Township, Ocean County, New

Jersey, dated June 1, 1935, as Plots "M", "N", "O", "P" and BEACH

"I", which said deed is recorded in the Ocean County Clerk's Office

in Book 1086 of deeds, page 216; and

WHEREAS, by deed of conveyance dated July 14, 1939, the

party of the first part herein conveyed to the party of the second

part certain lands and premises situate in the Township of Brick

in the County of Ocean and State of New Jersey, and being more

particularly shown and designated as "4 foot Strip Reserved" on map

of Shore Acres, Brick Township, Ocean County, New Jersey, dated

May 24, 1939, which said deed is recorded in the Ocean County

Clerk's Office in Book 1080 of deeds, page 439; and

WHEREAS, the said deeds of conveyance made to Shore Acres

Club, party of the second part hereto, were expressly made subject

to certain covenants, conditions and restrictions affecting the

use and occupation of the lands conveyed, upon the breach of

violation of which covenants, conditions and restrictions in certain

2212 JAN 1952

instances it was covenanted and agreed that the title to the lands so conveyed shall revert to the said Shore Acres Corporation; and WHEREAS, the party of the second part is now seized and

possessed in fee of the lands and premises as heretofore granted and conveyed by Shore Acres Corporation by the deeds of conveyance heretofore recited, and have requested the party of the first part hereto, to release, discharge and extinguish its said possibility or estate of reversion in and to the said lands and premises heretofore recited, upon the breach of any of said covenants, conditions and restrictions, without, however, abrogating, changing, or in anywise impairing the said covenants, conditions and restrictions affecting the use and occupation of said lands and premises and without prejudice to any and all remedies which the party of the first part or any other lot or property owners affected thereby have or may have for the breach and violation of the said covenants, conditions and restrictions, except only the said possibility or estate of reversion of the said Shore Acres Corporation; and

WHEREAS, Shore Acres Corporation is willing to release, discharge and extinguish its said possibility or estate of reversion in and to said lands and premises or any part thereof, upon the terms hereinafter stipulated.

NOW THEREFORE, this indenture witnesseth: That the said

party of the first part, favoring the said request, and for and in consideration of the covenants herein contained and entered into by the said party of the second part, at and before the sealing and delivery of these presents, does remise, release and forever quitclaim unto the said Shore Acres Club, its successors and assigns, all the aforesaid lots or parcels of and heretofore mentioned and described, and now owned by it as aforesaid, with the

apartments, to have and to hold the said lots or parcels of land freed and discharged of and from all right of reversion which the said party of the first part now has or might or could have in or to the said lots or parcels of land hereinabove described, for or by reason of the hereinabove recited conditions contained in the above-mentioned deeds of conveyance from the said Shore Acres Corporation to the said Shore Acres Club, or for, or by reason of any violation of the said conditions.

And the said party of the second part, for and in

consideration of the foregoing release and of one dollar, lawful money of the United States of America, to it in hand paid by the said party of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby covenant and agree that this instrument and release, dis-

charge and extinguishment of the possibility or estate of reversion does not and shall not abrogate, change, or in anywise impair the said covenants, conditions and restrictions particularly set forth in the aforementioned deeds of conveyance made by the party of the first part to the party of the second part, affecting the use and occupation of the said lands and premises, and does not and shall not abrogate or in anywise impair any or all of the remedies at law or in equity, which Shore Acres Corporation and all other corporations and persons owning any part or portion of the lands and premises have or may have for any breach or violation of said covenants, conditions and restrictions affecting the use and occupation of said lands and premises, except only the said possibility or estate of reversion, which is hereby released, discharged and extinguished, all other remedies whatsoever at law or in equity, for the breach or violation of said covenants,

BOOK 2212 p. 191

conditions and restrictions as aforesaid remaining in full force and effect.

IN WITNESS WHEREOF, pursuant to a Resolution of the Board of Directors of said Company, the party of the first part

has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the day and year first above written.

SHORE ACRES CORPORATION

By Frank Z. Sindlinger, President

Frances Joline, Secretary

STATE OF NEW JERSEY:
COUNTY OF OCEAN:
SS.:

BE IT REMEMBERED, that on this 24 day of March, 1914, in the year of Our Lord One Thousand Nine Hundred and Sixty-two,

before me, the subscriber, personally appeared FRANCES JOLINE, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Secretary of SHORE ACRES CORPORATION, the party named in the within instrument; that FRANK Z. SINDLINGER is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President and for his voluntary act and deed, and as and for the voluntary act and deed of said corporation, in presence of deponent, who upon subscribed her name thereto as witness.

Frances Joline
FRANCES JOLINE

Subscribed to and subscribed before me, at Point Pleasant Beach, N. J. the date aforesaid.
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 9, 1914



Photostated
Micro-filmed
Indexed
Photostated

RELEASE OF REVERSION

Due

SHORE ACRES CORPORATION

TO

SHORE ACRES CLUB

DATED: March , 1962.

RECORDED
OCEAN COUNTY CLERK'S
OFFICE
MAR 13 PM 3 32
BOOK 1013 PAGE 191
CLERK'S OFFICE

RECORD & RETURN TO:
SUTTON, YODER & WARD
P.O. BOX 147
BRICK TOWN, N. J.

RECORDED - OCEAN COUNTY CLERK'S OFFICE

ship of Brick in the County of Ocean and State of New Jersey

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town-

action lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, entail, convey and confirm unto the said party of the second part, and to its successors and assigns, forever,

WITNESSETH, That the said party of the first part, for and in consideration of ONE (\$1.00) DOLLAR and other valuable consideration

Square, Jersey City, New Jersey, party of the second part;

AND Shore Acres Corporation, a corporation of the State of New Jersey, having its principal place of business at 26 Journal

tion of the State of New Jersey having its principal place of business at 26 Journal Square, Jersey City, New Jersey, party of the first part,

- CORPORATION, A CORPORA-

•xT8-Λ2ΠH2

008 PARDONH SURV DIFFMOUJ

AND DRYOT JNO TO JREAF BUA

IT IS REQUESTED TO FOR INFORMATION

THIS SPACE LEFT FOR THE USER'S USE

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

Smiley

.....

John A. Ernst, Clerk.

Received and Recorded April 2, 1936.
10.50 A. M.

... ..

Notary Public of New Jersey

Filed B. S. SIMONS

NEWARK, N. J. THE DATE RECORDED. (R. W. GODFREY

SWORN AND SUBSCRIBED BEFORE ME

• **ജനകീയ മിഷനറി**

TO THE HONORABLE THE SECRETARY OF THE ARMY, WASHINGTON, D. C.

THE COMPANY HAS BEEN ADVISED BY THE ATTORNEY GENERAL THAT THE COMPANY IS NOT A "PUBLIC COMPANY" AND THEREFORE IS NOT SUBJECT TO THE SECURITIES ACT OF 1933 AND THE SECURITIES ACT OF 1934.

[illegible]

THIS INDENTURE, Made the Fourteen-
th day of July, in the year of our
Lord One Thousand Nine Hundred
thirty-nine (1939)
BETWEEN SHORE ACRES CORPORATION, a corporation of New Jersey
having its principal office in the Borough of Point Pleasant Beach in the County of
Ocean and State of New Jersey, of the First Part;
AND SHORE ACRES CLUB, a corporation of New Jersey having its
principal office in the Township of Brick in the County of Ocean and State of New
Jersey, of the Second Part;

WITNESSETH, That the said party of the First Part, for and in
consideration of ONE DOLLAR and other good and valuable consideration lawful money
of the United States of America, to it in hand well and truly paid by the said party
of the Second Part, at or before the sealing and delivery of these presents, the re-
ceipt whereof is hereby acknowledged, and the said party of the First Part being

therewith fully satisfied, contented and paid, has given, granted, bargained, sold,
aliened, released, conveyed and confirmed, and by these presents do give,
grant, bargain, sell, alien, release, convey and confirm unto the said
party of the Second Part, and to its successors and assigns, forever,
ALL that certain tract or parcel of land and premises, herein-
after particularly described, situate, lying and being in the Township of Brick in
the County of Ocean and State of New Jersey.

BEING a strip of land about 4 feet in width throughout shown
and designated as " 4 Foot Strip Reserved" on map of " Shore Acres, Brick Township,
Ocean County, New Jersey, May 25, 1939" made by H. O. Uhden, Engineer, and more parti-
cularly described as follows:-

BEGINNING at a stake in the Northernly line of Lagoon Lane dis-
tant 144.28 feet on a course North 55°-48' West from a concrete monument lettered
" 69-A" at the Southeastly corner of Lot 58 in Block 69 on said map and running
from said beginning (1) North 55°-48' West 4 feet more or less to the mean high
water line of the Lagoon, thence again from the same beginning and along the North-
early line of Lagoon Lane, (2) South 32°-50' West 109.36 feet to a point, thence (3)
South 40°-13' West 91.79 feet to a point, thence (4) South 57°-59' West 128.01
feet to a point, thence (5) South 34°-59' West 63.33' feet to a point, thence (6)
South 21°-31' West 51.02 feet to a point of curvature, thence (7) Along an arc
curving toward the right with a radius of 49.27 feet 29.12 feet to a point of tang-
ency, thence (8) South 55°-23' West 123.83 feet to a point, thence (9) South 72°-
44' West 109.55 feet to a point, thence (10) South 36°-37' West 57.80 feet to a
point, thence (11) South 70°-49' West 73.22 feet to a point in the Easterly line
of Lot 101 in Block 69 on said map, thence (12) Along the same North 27°-15' West
4 feet more or less to the mean high water line of the Lagoon, thence (13) North-
easterly, along the same, the various courses and distances thereof to the end of
the first course.

BEING a part of land conveyed by Pine Shores Corporation to
Shore Acres Corporation by deed dated January 11, 1936 and recorded in the Ocean County
Clerk's Office in Book 989 of Deeds on pages 346 &c.
A perpetual easement in all streets is reserved for utility installation and mainten-
ances.

300K/1084 439

To have and to hold all and singular the above described land and premises with the appurtenances unto the said Shore Acres Club its successors and assigns, to the only proper use benefit and behoof of the said Club, its successors and assigns so long as the same shall be used by said Club, its successors and assigns for the benefit of the members of the Club, for bathing, boating, fishing, and kindred sports or pleasures it being expressly understood and this conveyance being accepted upon the express condition that any lot owner on the tract of which the within described premises are a part, and the members of such owners' immediate families are eligible to membership in the Club or organization of the party of the second part and to that intent title is placed in same for the benefit of all of such lot owners; said Club having been formed for the express purpose of benefiting and furthering the interest of such lot owners as aforesaid and the logical one to hold title to the premises for the benefit of said owners; and should the premises herein described not be maintained for the mutual benefit of all of the members of said Club, or should any of said lot owners or the members of his or her immediate family be excluded for membership in said Club, except for failure to comply with the by-laws or rules and regulation of said Club; or should the said Club, its successors or assigns fail or neglect to maintain the premises in good condition and in a proper state of repair or fail or neglect to pay any tax, assessment or other municipal imposition or lien levied against said premises, then, and in any or said events, the title to the within described premises shall be forfeited and the same shall immediately revert to Shore Acres Corporation or its successors and assigns, anything herein contained to the contrary in anywise notwithstanding; this conveyance being intended as a conveyance on limitation and not on condition TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the First Part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the Second Part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the Second Part, its successors and assigns forever:

IN WITNESS WHEREOF, the said party of the First Part hath caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

ATTEST:

FRANK Z. SINDLINGER
FRANK Z. SINDLINGER, Sec'y.
()
() L. S.
()
By B. W. WARD, President
()
()
SHORE ACRES CORPORATION

STATE OF NEW JERSEY :
COUNTY OF OCEAN : SS.
this fourteenth day of July in the year of our Lord, One Thousand Nine Hundred and 39 before me, the subscriber, a Notary Public for and in the State and County aforesaid personally appeared FRANK Z. SINDLINGER who

being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the Secretary of the SHORE ACRES CORPORATION, the grantor named in the within instrument; that B. W. WARD is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,

at Point Pleasant, N. J., the date aforesaid.)

FRANK Z. SINDLINGER
Frank Z. Sindlinger

FRANCES JOLINE

Notary Public of N. J.

My Commission Expires Mar. 23, 1941.

()
(L. S.)
()

Received and Recorded September 12, 1940.

1.17 P. M.

JOHN A. EHNSF, Clerk.

\$2.75

George Vaux, Jr. & wife)
THIS INSTRUMENT, Made the Sixth

day of April in the year of our

Lord one thousand nine hundred

and twelve (1912),

BETWEEN GEORGE VAUX, JUNIOR, of Bryn Mawr, Montgomery County,

Pennsylvania, and MARY JAMES VAUX, his wife, parties of the first part,

AND ROBERT JOSEPH BOLAN, of the City of Orange, and State of

New Jersey, of the second part:

WITNESSETH, that the said parties of the first part, for and

in consideration of the sum of ONE DOLLAR (\$1) AND OTHER VALUABLE CONSIDERATIONS,

lawful money of the United States of America, well and truly paid by the said party

of the second part to the said parties of the first part, at and before the enseat-

ing and delivery of these presents, the receipt whereof is hereby acknowledged,

have granted, bargained, sold, aliened, enfeoffed, released, conveyed and con-

firmed, and by these presents do grant, bargain, sell, alien, enfeoff, release,

convey and confirm unto the said party of the second part, his heirs and assigns,

ALL THAT ONE certain lot or piece of ground situate, lying

and being in the Township of Dover, County of Ocean and State of New Jersey, and

which on a map entitled "Plan of North Sea Side Park, Ocean County, New Jersey,

Scale 100'-1", surveyed June, 1908, by Wm Seegins, Point Pleasant, New Jersey,"

laid in the Ocean County Clerk's Office, September 4, 1908, marked and known as

Lot Number thirty-five (35), Block " P ", tract two (2), fronting on the Northernly

Book 988

(3) N 66° 58' W, 7 chains to a stake; thence (4) N 34° 45' E, 16 chains and 8 links to the line of the land of the estate of A. O. S. Havens, deceased, to a stake near a snagwood tree; thence (5) S 45° 30' E, 21 chains and 90 links to a stake or stone at the north end of a line settled (in A. D. 1859) between this land and the land belonging to Lewis Johnson; thence (6) Along said line S 18° W, 16 chains 39 links to a stone at the northeast corner of James Tilton's land that he bought of William C. Irons, thence along this line (7) N 88° 30' W, 9 chains 88 links to a stone; thence (8) S 68° W, 9 chains 75 links to a stone; thence (9) S 14° 30' E, 6 chains 65 links to a stone; thence (10) S 39° W, 3 chains 65 links to a stone; thence (11) S 70° W, 9 chains 20 links to Kettle Creek; thence up the same the several courses thereof by the edge of the meadow to the place of beginning.

CONTAINING about 66 acres, being the same premises conveyed to Mid-State Development Company by two deeds:

1. From George H. Roe, unmarried, dated July 5th, 1930 and recorded in the office of the Clerk of the County of Ocean in book 866 of Deeds pages 366 etc. September 5, 1930.

2. From Howard W. Van Ness et ux, dated March 17, 1931, recorded in the office of the clerk of the County of Ocean, in book 887 of Deeds, pages 85 etc. March 31st, 1931.

TOGETHER with all buildings erected on said premises including lagoons, and any and all improvements made thereon together with the right to all future accretions and riparian rights and grants if any, and lease or leases made, by and between the Board of Commerce and Navigation of the State of New Jersey and Mid-State Development Company, bearing date of September 17, 1934, and recorded in the office of the Board of Commerce and Navigation in Jersey City in Book C-2 on pages 242 etc. together with any and all rights of the party of the first part in and to lands lying under water abutting the lands and premises herein conveyed and particularly all the lands lying under water of Kettle Creek and the tributaries thereof and any and all littoral rights, the intent being to convey to the party of the second part, its successors and assigns any and all rights and leases in and to certain lands under the waters of Kettle Creek and tributaries thereof abutting the lands and premises herein described, excepting therefrom all those certain tracts and parcels of land and premises hereinafter particularly described lying and being in the Township of Brick in the County of Ocean and State of New Jersey, known and designated on a certain map entitled " Map of Shore Acres, Brick Township, Ocean County, New Jersey, June 1, 1935", as the following lots in the following blocks:

BLOCK 67 - Lots nos. 29, 30, 31, 32, 33, 34, 35, 39, 40, 36, 37, northeastern half of 38.

BLOCK 68 - Lots nos. 1m A, 1, 25A, 25, 28, 29, 30, 31, 36, 36, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52.

BLOCK 69 - Lots nos. 36, 36, 37, 38, 39, 40, 41, 42, 43, 44, 47, 48, 49, 50, 51, 52, 184.

BLOCK 70 - Lots nos. 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59.

BLOCK 71 - Lots nos. 2, 3, 49, 50, 51, 52, 73, 74, 82, 83, 84, 85, 86.

AND ALSO, that the said party of the first part, WILL WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against

now has good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid.

AND ALSO that the said party of the first part shall be reasonably required. of the grantee, its successors or assigns, execute all further conveyances that premises, shall and will at any time hereafter, upon the request and at the cost its successors and all persons lawfully claiming under them any interest in said

AND ALSO the said party of the first part and its successors and assigns, shall and will at any time hereafter, upon the request and at the cost of the grantee, its successors or assigns, execute all further conveyances that premises, shall and will at any time hereafter, upon the request and at the cost its successors and all persons lawfully claiming under them any interest in said

AND the said party of the first part does and behoof of the said party of the second part, its successors and assigns forever. of the second part, its successors and assigns, to the only proper use, benefit above described land and premises, with the appurtenances, unto the said party

TO HAVE AND TO HOLD, all and singular the in and to the same, and of, in and to every part and parcel thereof. property, claim and demand whatsoever, of the said party of the first part, or

ALSO, all the estate, right, title, interest, appurtenances to the same belonging or in anywise appertaining: buildings, trees, ways, waters, profits, privileges, and advantages, with the

TOGETHER with all and singular the houses, being part of the same premises conveyed to party of the first part by Mid-State Development Company by deed bearing date April 25, 1935, and recorded in the Ocean County Clerk's Office in Book 872 of Deeds, page 362.

THIS said lands hereby intended to be conveyed BLOCK 63-Lots nos. 31, 32. BLOCK 64-Lots nos. 21, 22. BLOCK 65-Lots nos. 31, 32.

BLOCK 76-Lots nos. 1, 2, 3, 9, 10, 34, 41, 42, 43, 45, 46, 50, 51, 47, 48. BLOCK 75-Lots nos. 1, 2, 3, 4, 5, 6, 10, 11, 25, 26, 27, 28.

BLOCK 74-Lots nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19. BLOCK 73-Lots nos. 1, 17A.

BLOCK 72-Lots nos. 22, 23, 24, 25, 41, 42, 43. BLOCK 71-Lots nos. 1, 17A.

348
Book
929

the lawful claims and demands of all and every person or persons, freely and clearly
 freed and discharged of and from all manner of encumbrance whatsoever, and that the
 grantees, its successors and assigns may forever peaceably and quietly hold, possess
 and enjoy the same against every person lawfully claiming the same.
 IN WITNESS WHEREOF, the said party of the first part
 hath caused its corporate seal to be hereunto affixed and attested by its Secretary and
 these presents to be signed by its President, the day and year first above written.

ATTEST:

PINE SHORES CORPORATION

Frank Z. Sindlinger,

Secretary.

L. B.

Henry O. Uhden,

President.

(U. S. Stamp)

(\$8.00)

(Can. 4-2-36)

STATE OF NEW JERSEY :

COUNTY OF OCEAN 189.

BE IT REMEMBERED, That on this 11th

day of January, Nineteen hundred and

thirty six before me the undersigned, a

Notary Public for and in the State of New Jersey personally appeared Frank Z. Sindlin-

ger and made proof to my satisfaction that he is the Secretary of Pine Shores Corpor-

ation the grantor named in the foregoing instrument; that he well knows the corporate

seal of said corporation; that the seal affixed to said instrument is the corporate

seal of said corporation; that the said seal was so affixed and the said instrument

signed and delivered by Henry O. Uhden who was at the date thereof the President of

said corporation, in the presence of this deponent, and said President, at the same

time acknowledged that he signed, sealed and delivered the same as his voluntary act

and deed, and as the voluntary act and deed of said corporation, and that deponent,

at the same time, subscribed his name to said instrument as an attesting witness to

the execution thereof.

Sworn and subscribed before me)

at Point Pleasant, N. J. the)

date aforesaid.

()

(L. S.)

()

Notary Public of N. J.

Notary Public of N. J.

My Commission Expires Mar. 23, 1936.

1.43 P. M.

John A. Ernst, Clerk.

\$3.50

Received and Recorded April 2, 1936.

Sample

Book 989

Sworn to and subscribed before me,
at Point Pleasant Beach,
the date aforesaid.

C. E. Rogers

Elizabeth M. Smart

A Master in Chancery of New Jersey.

Received and Recorded October 29, 1934.

1.58 P. M.

John A. Ernst, Clerk.

Bertand W. Ward & wife

To

Shore Acres Club

THIS INSTRUMENT, Made the sixteenth
day of August, in the year of our
Lord One Thousand Nine Hundred
and thirty-four.

BETWEEN Bertand W. Ward and Hazel Ward, his wife,
of the Township of Brick, in the County of Ocean, and State of New Jersey, party
of the first part;

AND Shore Acres Club, a corporation duly organized
and existing under and by virtue of the laws of the State of New Jersey, having
its principal office in the Borough of Point Pleasant Beach, County of Ocean, and
State of New Jersey, party of the second part;

WITNESSETH, That the said party of the first part,
for and in consideration of ONE DOLLAR and other Good and valuable consideration,
lawful money of the United States of America, to them in hand well and truly paid
by the said party of the second part, at or before the sealing and delivery of
these presents, the receipt whereof is hereby acknowledged, and the said party of
the first part being therewith fully satisfied, contented and paid, have given,
granted, bargained, sold, aliened, released, conveyed and confirmed, and
by these presents do give, grant, bargain, sell, alien, release, convey, confirm
and confirm unto the said party of the second part, and to its successors and
assigns,

All those certain lots, tracts or parcels of land
and premises, hereinafter particularly described, situate, lying and being in the
Township of Brick, in the County of Ocean and State of New Jersey, known and des-
ignated on a certain map entitled, "Map of Shore Acres, property of Vanard Cor-
poration, situated in Brick Township, Ocean County, New Jersey, surveyed October,
1932, by Roy Theodore Havens, Surveyor", as Lots Numbers Six (6), Seven (7),
Eight (8), Nine (9), Ten (10), and Eleven (11) in Block One (1), Lot
"E" and Lot "F" and Lot Ninety-two (92) in Block One (1) together with
an easement over the most westerly four (4) feet of Lot Ninety-three (93) in
Block One (1), in favor of the party of the second part, its successors and
assigns, for the purpose of ingress and egress from Adair Drive, as shown on said
map, to the Lagoon, as shown on said map.

Vanard Ocean Lot " and n second or conse ways, same t claim same, day of August, in the year of our Lord One Thousand Nine Hundred and thirty-four. BETWEEN Bertand W. Ward and Hazel Ward, his wife, of the Township of Brick, in the County of Ocean, and State of New Jersey, party of the first part; AND Shore Acres Club, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, having its principal office in the Borough of Point Pleasant Beach, County of Ocean, and State of New Jersey, party of the second part; WITNESSETH, That the said party of the first part, for and in consideration of ONE DOLLAR and other Good and valuable consideration, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, convey, confirm and confirm unto the said party of the second part, and to its successors and assigns, All those certain lots, tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Brick, in the County of Ocean and State of New Jersey, known and designated on a certain map entitled, "Map of Shore Acres, property of Vanard Corporation, situated in Brick Township, Ocean County, New Jersey, surveyed October, 1932, by Roy Theodore Havens, Surveyor", as Lots Numbers Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11) in Block One (1), Lot "E" and Lot "F" and Lot Ninety-two (92) in Block One (1) together with an easement over the most westerly four (4) feet of Lot Ninety-three (93) in Block One (1), in favor of the party of the second part, its successors and assigns, for the purpose of ingress and egress from Adair Drive, as shown on said map, to the Lagoon, as shown on said map.

BEING the same premises conveyed to Bertrand W. Ward by Vanard Corporation, by Deed dated August 14, 1934, and about to be recorded in the Ocean County Clerk's Office; together with and subject to the privilege affecting Lot "E" as set forth in said Deed, and also subject to the covenants, conditions and restrictions set forth in said Deed.

IT IS further covenanted and agreed that the party of the second part, its successors or assigns, shall not erect any building or any structure or description on Lot "E" as shown on the aforementioned map, without the written consent of the party of the first part.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, or, in and to the same, and of, in and to every part and parcel, thereof.

TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, so long as the same shall be used by the party of the second part, its successors and assigns, for the benefit of the members of the said party of the second part, for bathing, boating, fishing and kindred sports or pleasures, it being expressly understood, and this conveyance being accepted upon the express condition, that any lot owner on the tract, or which the within described premises are a part, and the members of such owners' immediate families are eligible to membership in the Club or Organization of the party of the second part, and to that intent title is placed in the party of the second part for the benefit of all of such lot owners; the party of the second part having been formed for the express purpose of benefiting and furthering the interest of such lot owners, as aforesaid, and the logical one to hold title to the premises for the benefit of said owners; and should the premises herein described not be maintained for the mutual benefit of all of the members of the party of the second part, or should any of said lot owners or the members of his or her immediate family be excluded from membership in the party of the second part, except for failure to comply with the by-laws or rules and regulations of the party of the second part or should the said party of the second part, its successors or assigns fail or neglect to pay any tax, assessment or other municipal imposition or lien levied against said premises, then, and in any of said events, the title to the within described premises shall be forfeited and the same shall immediately revert to Bertrand W. Ward, or his heirs and assigns, anything herein contained to the contrary in anywise notwithstanding; this conveyance being intended as a conveyance on limitation and not on condition.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF)
()
C. E. Rogers

Bertrand W. Ward (1s)
Hazel Ward (1s)

STATE OF NEW JERSEY
COUNTY OF OCEAN
SS.

HE IT REMEMBERED, that on this
16th day of August, in the year
of our Lord One Thousand Nine
Hundred and thirty-four, before me, the undersigned, A Master in Chancery of New
Jersey, personally appeared Bertrand W. Ward and Hazel Ward, his wife, who, I am
satisfied, are the grantors mentioned in the within instrument, to whom I first
made known the contents thereof, and thereupon they acknowledged that they signed
and delivered the same as their voluntary act and deed, for the uses and
purposes therein expressed.

C. E. Rogers

A Master in Chancery of New Jersey.

Received and Recorded October 29, 1934.

\$2.50

Compt.

Albert Nelson & wife)

To

Rapaco, Inc.

THIS INSTRUMENT, Made the twenty
first day of February in the
year of our Lord one thousand
nine hundred and thirty three
BETWEEN Albert Nelson and Viola Nelson, his
wife, of the Borough of Beachwood, in the County of Ocean and State of New Jersey,
of the first part,
New Jersey, of the second part;

WITNESSETH, That the said party of the first part,
for and in consideration of the sum of ONE DOLLAR and other valuable consideration,
lawful money of the United States of America well and truly paid by the said party
of the second part to the said party of the first part, at and before the enrolling
and delivery of these presents, the receipt whereof is hereby acknowledged, have
granted, bargained, sold, aliened, released, conveyed and confirmed, and
by these presents do grant, bargain, sell, alien, enfeoff, release, convey and
confirm, unto the said party of the second part,
All those certain lots, tract or parcels of land
and premises, hereinafter particularly described, situate, lying and being in the
Borough of Beachwood, in the County of Ocean and State of New Jersey, and described
as follows, to wit:

LOTS NOS. Twenty-seven (27), Twenty-eight (28)
and Twenty-nine (29), in Block A 23 Plat AB, Map #6 as designated and delineated
on the Map entitled " Beachwood, Ocean County, New Jersey", duly filed in the Office
of the County Clerk of the County of Ocean, which map is a subdivision of lands
shown on map entitled " Boundary line map of 2000 acre tract near Tom's River, N.
J., Sept. 12, 1914, to be called Beachwood", surveyed by A. D. Nickerson, C. E., and

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62-131

Revised to Change Title & Abbreviating to
More Accurate

MAP OF PROPERTY
SITUATED IN
JOSHUA ACRES-ERICK TOWNSHIP
OCEAN COUNTY NEW JERSEY
SCALE 1"=20' DATE AUG. 1962

NOTE: On May 27, 1964, the following information was received from the U.S. Coast Guard regarding the search for the missing aircraft: The aircraft was not located on May 27, 1964.

TIDELANDS

Fax 609-633-6493

Nov 1 2004 15:03

P.01



James E. McGreevey
Governor

State of New Jersey
Department of Environmental Protection
Land Use Regulation Program
Bureau of Tidelands Management
P. O. Box 439
Trenton, New Jersey 08625-0439
Tel. # 609-292-2573
Fax. # 609-633-6493

Bradley M. Campbell
Commissioner

BUREAU OF TIDELANDS MANAGEMENT

FAX TRANSMITTAL SHEET



TO: (Kevin) Shore Acres Community Club

FROM: Melissa Schaefer: Bureau of Tidelands

NO. PAGES: 3 (including this sheet)

DATE: 11/01/04

TIME: 2:00pm

Message:

Here are the survey requirements.
Please have the tidelands claim line
from Tidelands Map #434-2154 overlaid on the
survey.

B. Additional Survey Requirements for Applications for State-Owned Presently Tideflowed Lands:

1. Indicate the waterway name.
2. Clearly delineate and label the location of the mean high water line, and the method of determination used (if applicable).
3. If pierhead and bulkhead lines have been established by Federal or State authorities, show the relation of the property lines to those pierhead and bulkhead lines.
4. Show locations and dimensions of any and all existing or proposed structures outshore of the mean high water line. Such structures may include docks, free standing pilings, floats, piers, breakwaters, boat lifts, etc.
5. The proposed or existing slip(s) or berthing area(s) shall be shown with a sufficient length and width to accommodate the intended vessel(s).
6. All structures and slip/berthing areas shall be shown within the limits of a proposed tidelands license/lease area. The proposed license/lease area shall be delineated with a two (2) foot buffer area surrounding all docking structures and slip/berthing areas. A buffer limit greater than two (2) feet may be acceptable when deemed to be more appropriate.
7. The proposed license/lease area shall be delineated with bearings and distances on the survey. For instances of a natural mean high water line, an exception to this requirement will be made, when appropriate.
8. The proposed license/lease area shall have a beginning point in whichever is appropriate to the application: the current mean high water line; the limit line of a previously issued tidelands conveyance; or a former mean high water line.
9. The area of the proposed license/lease shall be provided.
10. A survey of a bulkheaded property shall indicate bearings and distances to and along the waterward face of the bulkhead's sheathing.

II. EXHIBITS

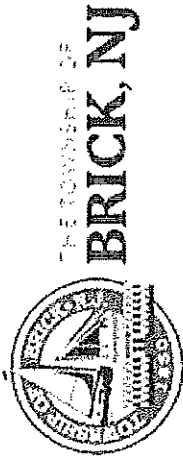
The following exhibits must be included with the application forms.

~~Survey Requirements~~

One-fee license (easement) applications have special requirements. Contact the Bureau Engineering Staff.

For all other tidelands conveyances:

1. Four (4) prints from the survey of the subject property showing actual conditions of the applicant's land at the time of application is required.
2. The survey must be made and certified by a NEW JERSEY LICENSED LAND SURVEYOR or PROFESSIONAL ENGINEER whose signature and seal shall be affixed to each dated print submitted.
3. The survey must indicate the applicant(s) name(s), the standard engineering scale used and the current tax block and lot designation, municipality and county. Dimensions shall be in the English system (feet).
4. Indicate the general property location on a key map, which may be based upon a USGS quad sheet, road map, municipal tax map, etc.
5. A closed metes and bounds description of the subject property must also be provided in writing.
6. Indicate the location of any lot lines/limits derived from any filed development map, subdivision map, or other deed referenced property line. Show the location of any known former mean high water line or former bulkhead.
7. Show or reference any adjacent tidelands grants and/or tidelands licenses.



Property Tax Inquiry

Account / B-L-Q: 205374

Interest Thru Date: 01/27/2024



Account#: 205374
Owner: SHORE ACRES CLUB, INC
Address: P.O.BOX 4221 OSBORNVILLE
City/State/Zip: BRICK, NJ 08723
Location: CHANNEL DR
B/L/Q: 283 - 104 -

Bank:
Deduction: \$0.00
Principal: \$0.00
Interest: \$0.00
Total Due: \$0.00

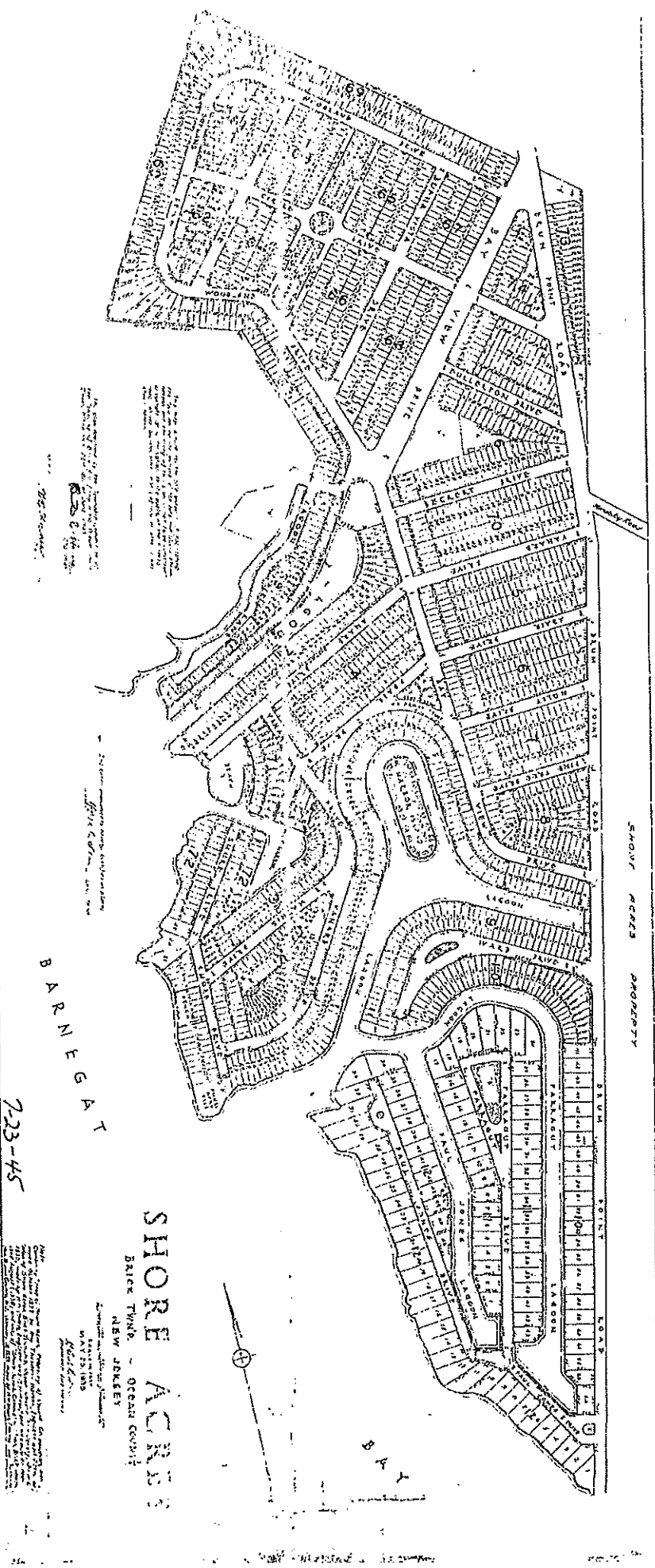
Yearly Summary Details Liens (0) Mod IV

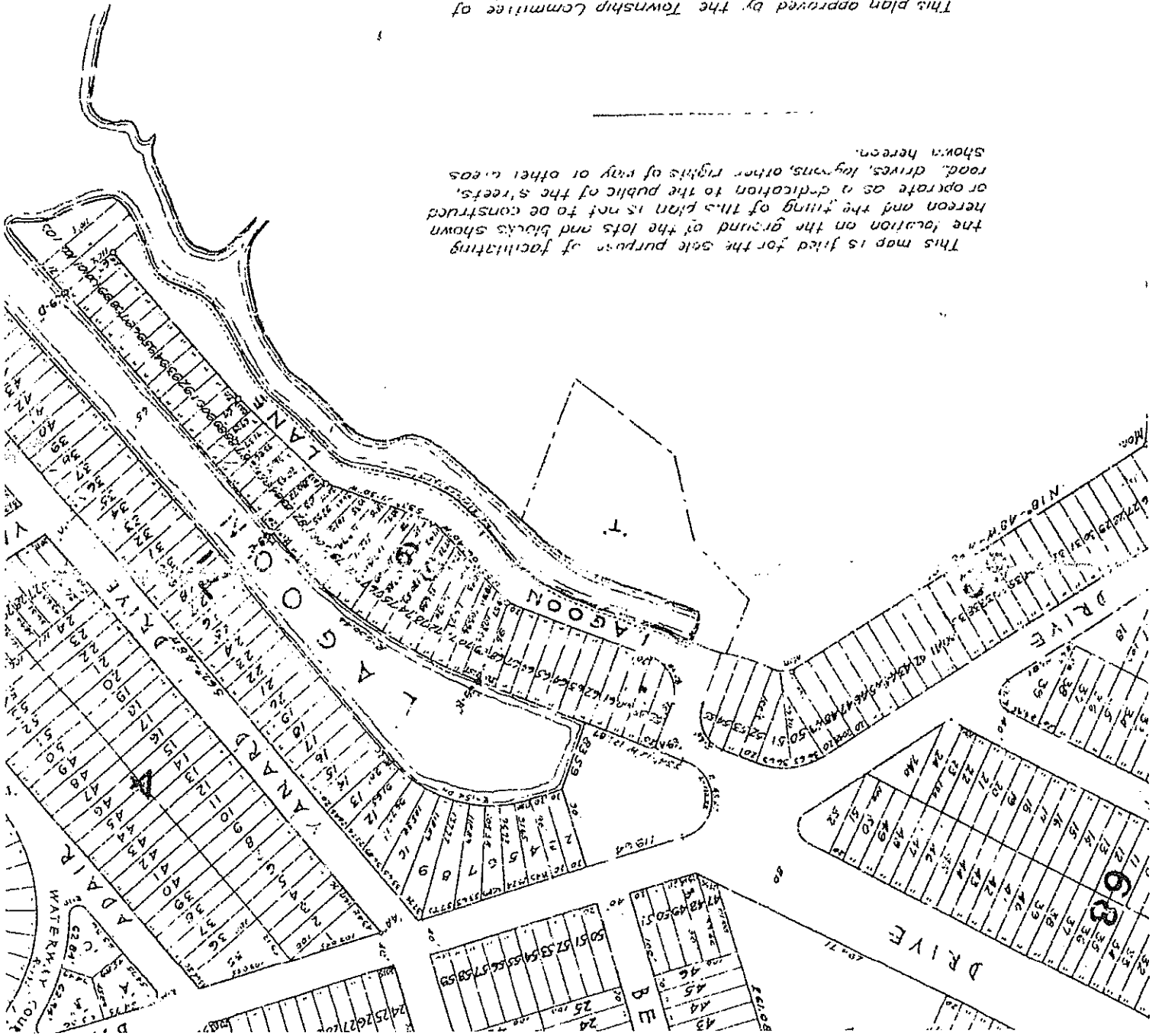
Yearly Summary 4,398.69

		Net		Bill		Net		Pay		Balance	
Year	Land	Imp.	Exempt.	Tax.	Ded.	Billed	Adj.	Billed	Adj.	Paid	Balance
2023	8,000	0	0	8,000	\$0.00	\$196.40	\$0.00	\$196.40	\$0.00	-\$196.40	\$0.00

Survey map + Enlargements
 from D.C. Clerk's website
 dated 5/25/1935
 Submitted to the Brick Top
 Committee for approval on
 6/20/1945.

MAP B-312





This map is filed for the sole purpose of facilitating the location on the ground of the lots and blocks shown hereon and the filing of this plan is not to be construed or operate as a dedication to the public of the streets, road, drives, laymans, other rights of way or other areas shown hereon.

This plan approved by the Township Committee of the Township of Brick, for filing in the Ocean County Clerk's Office, this 20th day of June, 1945

Wm. E. Hooper
Chairman

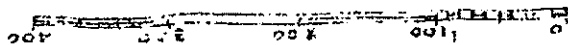
Attest:

Wm. Hooper
Clerk

SHORE ACRES

BRICK TWP. - OCEAN COUNTY

NEW JERSEY

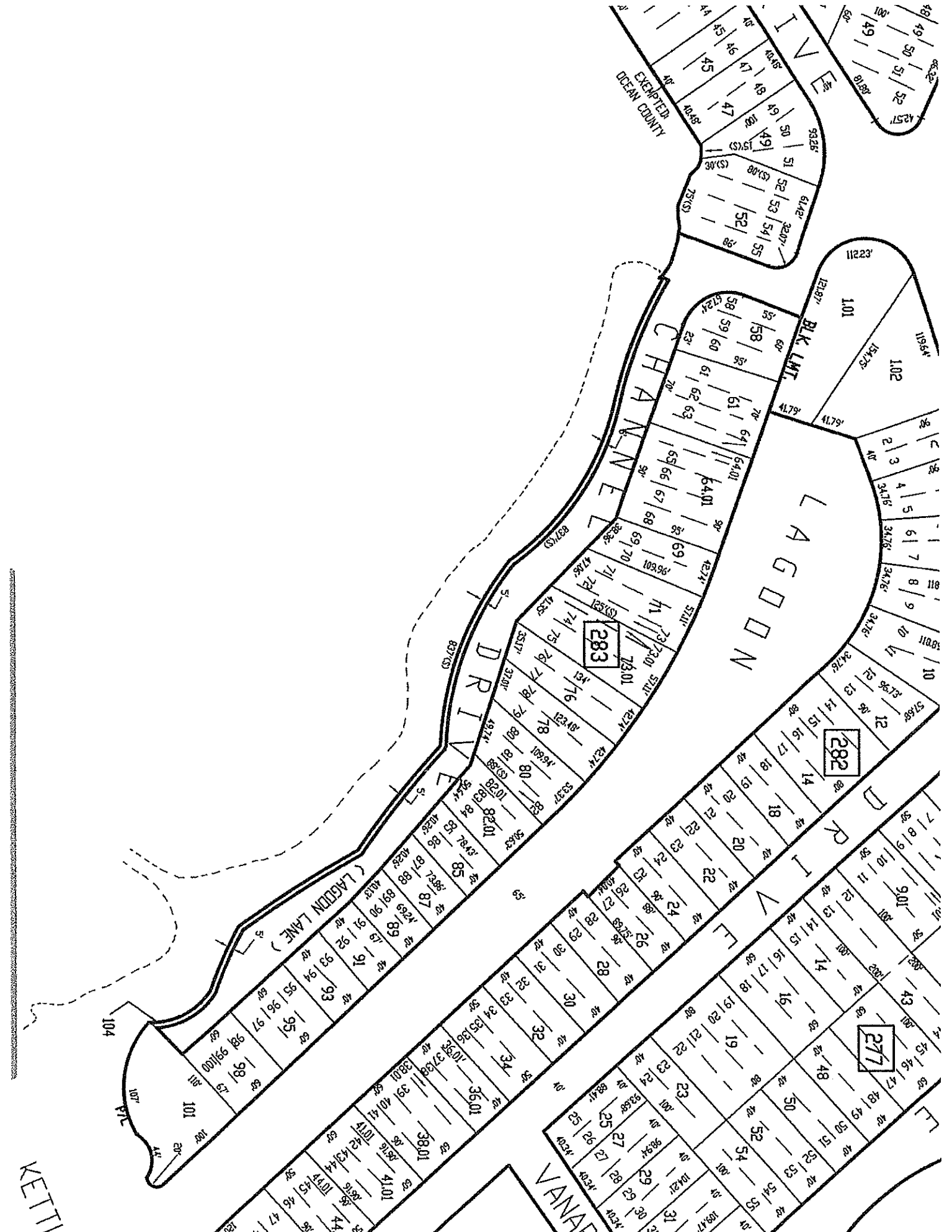


SCALE IN FEET
MAY 25, 1935

H. A. Allen

ENGINEER - LICENSE 2153

Note: Combining Map of Shore Acres, Property of Vantage Corporation, surveyed October, 1932 by Roy Theodore Havens, Engineer and Surveyor; Map of Shore Acres, Brick Township, Ocean County, New Jersey, surveyed August 1, 1938, and map of "Shore Acres, Colonial Section, Brick Township, Ocean County, N.J., January 10, 1939, made by H. A. Allen, Engineer and Surveyor."



Year	Land	Imp.	Exempt.	Net		Ded.	Bill		Net		Pay		Balance
				Tax.			Billed	Adj.	Billed	Paid	Adj.	Paid	
2022	8,000	0	0	8,000	\$0.00	\$193.84	\$0.00		\$193.84	-\$193.84	\$0.00	-\$193.84	\$0.00
2021	8,000	0	0	8,000	\$0.00	\$189.76	\$0.00		\$189.76	-\$189.76	\$0.00	-\$189.76	\$0.00
2020	8,000	0	0	8,000	\$0.00	\$187.36	\$0.00		\$187.36	-\$187.36	\$0.00	-\$187.36	\$0.00
2019	8,000	0	0	8,000	\$0.00	\$184.32	\$0.00		\$184.32	-\$184.33	\$0.01	-\$184.32	\$0.00
2018	8,000	0	0	8,000	\$0.00	\$180.00	\$0.00		\$180.00	-\$180.00	\$0.00	-\$180.00	\$0.00
2017	8,000	0	0	8,000	\$0.00	\$175.12	\$0.00		\$175.12	-\$175.12	\$0.00	-\$175.12	\$0.00
2016	8,000	0	0	8,000	\$0.00	\$174.24	\$0.00		\$174.24	-\$174.24	\$0.00	-\$174.24	\$0.00
2015	8,000	0	0	8,000	\$0.00	\$169.68	\$0.00		\$169.68	-\$169.68	\$0.00	-\$169.68	\$0.00
2014	8,000	0	0	8,000	\$0.00	\$168.32	\$0.00		\$168.32	-\$168.32	\$0.00	-\$168.32	\$0.00
2013	8,000	0	0	8,000	\$0.00	\$165.36	\$0.00		\$165.36	-\$165.36	\$0.00	-\$165.36	\$0.00
2012	8,000	0	0	8,000	\$0.00	\$160.00	\$0.00		\$160.00	-\$160.00	\$0.00	-\$160.00	\$0.00
2011	8,000	0	0	8,000	\$0.00	\$158.72	\$0.00		\$158.72	-\$158.72	\$0.00	-\$158.72	\$0.00
2010	8,000	0	0	8,000	\$0.00	\$148.72	\$100.17		\$248.89	-\$248.89	\$0.00	-\$248.89	\$0.00
2009	10,100	0	0	10,100	\$0.00	\$400.67	\$0.00		\$400.67	-\$400.67	\$0.00	-\$400.67	\$0.00
2008	10,100	0	0	10,100	\$0.00	\$392.18	\$0.00		\$392.18	-\$392.18	\$0.00	-\$392.18	\$0.00
2007	10,100	0	0	10,100	\$0.00	\$369.16	\$0.00		\$369.16	-\$369.16	\$0.00	-\$369.16	\$0.00
2006	10,100	0	0	10,100	\$0.00	\$350.67	\$0.00		\$350.67	-\$350.67	\$0.00	-\$350.67	\$0.00
2005	10,100	0	0	10,100	\$0.00	\$334.00	\$0.00		\$334.00	-\$334.00	\$0.00	-\$334.00	\$0.00
2004	10,100	0	0	10,100	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	10,100	0	0	10,100	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	10,100	0	0	10,100	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001	10,100	0	0	10,100	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CENTRAL JERSEY TITLE COMPANY

WASHINGTON ST. TOMS RIVER N. J.

PHONE: DIAMOND 3-0000

June 29, 1962

Title #24,870
Appl. #0-16,234
Your No. 16,150

Messrs Sutton, Yoder and Ward
206 Horner Street,
Toms River, N.J.

Attention: J. Lester Yoder, Jr.

Gentlemen:

We have made grantee search in Ocean County against Shore Acres Club, Inc., in preparation for the issuance of a title report to cover lands of said Corporation situate in Shore Acres.

We find the four parcels of land set forth in the First National Bank Commitment, vested in Shore Acres Club as follows:-

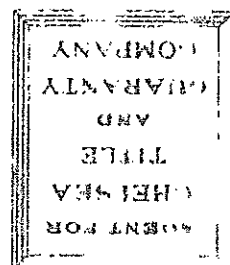
1. Lots 6, 7, 8, 9, 10 and 11, Block 1, being Beach Section, by virtue of deed recorded in Book 964 Page 380.

2. Lot E, "Shore Acres Club", by virtue of deed recorded in Book 964 Page 380.

3. Lot F, "Harbor Island", by virtue of deed recorded in Book 964 Page 380.

4. A 4 foot strip of land adjoining Lagoon Lane, by virtue of deed recorded in Book 1080 Page 439.

There has been conveyed by Shore Acres Club, Inc., to Sybil Cavallia and Ethel Thomas, by deed dated Nov. 6, 1957 and recorded at the Ocean County Clerk's Office Dec. 26, 1957 in Deed Book 1866 Page 333, the most southerly 3 feet of Lot 11 in Block 1, running from the westerly side of Bay Shore Drive to Barnegat Bay. This 3 foot strip of land will be an exception from the lands to be covered by the Mortgage commitment.



8 April 1962

First National Bank of Toms River

Black Town

New Jersey

Attention: Mr. William Warner

Gentlemen:

The Shore Acres Club owns three pieces of waterfront property. These are identified as follows:

- 1 - Club House
- 2 - Island
- 3 - North Lagoon

Building has been accomplished on two of these properties, (Club House and North Lagoon) and partial building of the Island.

It was the opinion of the General membership, at a regular meeting, that the existing building should be repaired and the remainder of the Island completed to prevent hastening of the erosion and depreciation factors involved. It was duly moved, seconded, and passed that the officers place a mortgage on as much of the property as they deemed necessary in order to secure the necessary funds for the completion of the building project.

An examination of receipts and expenditures, for the past five years, indicates the organization can amortize this mortgage over a ten year period of time. Additional revenue can be anticipated when the project is completed from boat dock rentals. Present estimates by H. Richard and Sons place the construction costs at \$130000.

Please consider this an application for mortgage on the properties of the Shore Acres Club.

Yours truly

JAMES B. BIRNBAUM
President

SUTTON, YODER & WARD

COUNSELLORS AT LAW

206 HORNERS STREET

TOMS RIVER, N. J.

TELEPHONE 349-4650

July 22, 1963

REPLY TO:

BRICK TOWNSHIP OFFICE
2828 HOOPER AVENUE
BRICK TOWN, N. J.
TELEPHONE 889-4200

Toms River

T-16,150: Shore Acres Club

F. WILLIAM SUTTON
J. LESTER YODER, JR.
FRANCIS J. WARD
RICHARD D. SUTTON
HERBERT C. HEIM
JAMES G. HENRY

Mr. Verne K. Pittfield

Box 91

Shore Acres, New Jersey

Dear Mr. Pittfield:

The Lecharad Mortgage has been recorded and forwarded to them on July 15th. I enclose herewith at this time numerous papers pertaining to the property of Shore Acres Club as follows:

1. Photographs of Lots 6 thru 11, Block 1, Lot E, Shore Acres Club; Lot F Harbor Island; Lot 92, Block 1 & Lot 69, Shore Acres with map attached, made in 1935.

2. Payment schedule of Lecharad for 10-year note and mortgage.

3. Release of Reversion of Shore Acres Corporation to Shore Acres Club dated March 9th, 1962 recorded in Book 2212 of Deeds Page 191.

4. Deed dated July 14, 1939 from Shore Acres Corporation and Shore Acres Club recorded in Book 1080 of Deeds page 439.

5. Deed dated February 9, 1962 from Bertrand W. Ward to Shore Acres Club recorded in Book 2204 of Deeds page 281.

6. Photostat of letter of Central Jersey dated June 29, 1962

7. Title Report of Central Jersey Title Company, Appl. #0-16,234 dated June 27, 1962 with two sketches of Shore Acres property attached.

8. Print of survey No. 62-31 made by George W. Henn dated August 7, 1962, of Harbor Island, Tract 1 "H". Print of survey No. 62-131 of Lagoon Lane, Block 69, same date as previous print, with print of Tract 1, Shore Drive attached.

You should keep these papers in the closed files for future reference. Kindly acknowledge receipt on enclosed copy of this letter.

Very truly yours,
SUTTON, YODER & WARD

BY

J. Lester Yoder, Jr.

JLY,JR/bgc
Enc.

SHORE AGRES CLUB

MEETING OF BOARD OF GOVERNORS
November 18, 1962

At this moment the Club faces a critical situation. It is important that all members of the Board fully understand the problem, and its implications, so that each will be able to explain the problems to the Club members as inquiries arise.

At the August, 1961 meeting of the Club, the Board of Governors were authorized, subject to removing certain impediments to the Title of Club property, to place a mortgage against Club property. The proceeds of the loan were to be used solely for bulkheading--first on Lagoon Lane and, if sufficient funds were available, the Island.

In February and March of 1962 certain impediments to the Title were removed. The legal and other fees then involved amounted to \$400. On the basis of this, application for a loan of \$12,000 was made to the First National Bank of Toms River. The property was appraised by the Bank. As a result, the Club was advised that, subject to clear title to the properties, the Bank would loan \$12,000.

On the basis of the above commitment, the Club entered into an arrangement with the firm of R. LeChard to do the bulkheading on Lagoon Lane. This work was done during the summer and as a result of discussions at the August meeting and a later decision by the Board, bulkheading of the Island was authorized. This is underway and, as a matter of fact, about completed.

In a personal discussion with Mr. Frank Sutton, Chairman of the Board of the bank, I learned that the Bank would loan as much as \$18,000. Hence it would be possible to borrow the total cost of bulkheading of about \$16,000.

While the above was going on the Bank had a survey made of the properties to be mortgaged--the Club House area, the Beach and the Lagoon Lane area. In addition a Title search was conducted. On October 17th the law firm of Sutton, Yoder & Ward wrote to Mr. Bierach pointing out some Title problems. This was forwarded to me on November 5th, received November 6th, by Mr. Bierach suggesting we visit with Mr. Yoder to discuss the problem. On November 9th I went to Toms River--Mr. Bierach being away at a convention--and no other mutually convenient time being possible to arrange. I now give my report on the meeting with Mr. Yoder. Put concisely, the Bank will not loan against our properties until further impediments are removed from the Titles. Thus, unless we undertake to meet the requirements and expenses involved we are in the unhappy position of owing Mr. Lechard about \$16,000 with no means of paying. As to the Club House and Beach areas, the impediment is that as deeded these are partially public property. A loan obviously cannot be made against such property for in the event of default the Bank could not foreclose and sell the property to recoup its interest. To remove this impediment we must apply to the Brick Township Committee for an Ordinance removing Township interest in these specific properties. It is believed this can be obtained through the efforts of Mr. George W. Henn, Township Engineer and the law firm of Sutton, Yoder & Ward. The cost involved here is estimated to be about \$100.

As to the Lagoon Lane area--the bulkheading is not on our property. The four foot strip deeded to the Club is well out in the Lagoon itself. To remedy this situation we must become involved with the State of New Jersey. The State presumably owns the land now occupied by the bulkheading--

so we need relief from them because of the riparian rights to shore areas. Here we need apply to the State for these rights at the present location of the bulkheading. The minimum cost involved here is \$200 for legal fees and engineer services plus about \$1,800 to the State.

So to clear the Titles and to obtain the necessary loan we are faced with a cost of a minimum of \$2,100. We already owe Mr. Henn \$275.00 for the survey and \$140.00 for the Title search. I would guess that before we are through the total costs involved would be at least \$3,000.

If all goes well and we get clear Titles, we could borrow \$18,000-- pay Lechard his bill and use the \$2,000 balance to offset part of our costs. This will leave about \$1,000 to come out of Club funds in the current year.

If you agree that we must proceed on the above basis--frankly, I see no other route to follow--the first step is authorizing the following Resolution. This need be signed by the present President, Mr. Bierach, with our corporate seal affixed. It should also be certified to by our Secretary. On completion it should be immediately forwarded to Mr. Yoder. I mentioned earlier that all Board members should be fully aware of the problem. The Township Committee must advertise the proposed ordinance so that our request will become public knowledge. Problems may arise but inquiries certainly will. If the going gets rough--if opposition does arise to the ordinance--then we must get every property owner--every taxpayer--in Shore Acres to petition the Committee for approval of the Ordinance.

On this subject alone it is obvious we have some uneasy and difficult days ahead. We must win approval of the Ordinance. If we lose we are in

trouble in defending our position that our property is private property-- that we can turn Township residents away from the Beach, etc. Likewise we not only could lose the Lagoon bulkheading--and still have to pay for it--but the right to dock fees as well.

If we lose we will need legal help to clarify our position--an additional cost--but a necessary one if we are to preserve what we thought we had when we purchased property here. I am not sure what it's worth if we lose!

In view of the above it seems only sensible to me to wait on sending out bill for dues, dock fees and voluntary donations to an Improvement Fund. If we lose we may have to appeal to all property owners for donations of \$30 or \$40 each to pay the debts.

We also, at the beginning of the Club year, have other debts due. New badges--members and rental--will cost \$500 to \$600, printing of the revised Constitution about \$180.00, salary to the Secretary of \$150.00, plus miscellaneous printing and stationary requirements--at least \$1,000 in total.

It is estimated that at least two months will be required to know the results. This will bring us close to February 1, 1963 before we will know our status.

In the interval we should each individually prepare our estimates of needs for services, maintenance, etc. for the coming season. With this assembled we can prepare a budget with, I'm afraid, very limited activities during the year. At best we will have \$3,400 already committed from our expected income. Unless we can substantially increase our membership--dues \$25.00 per member--obtain increased income from rental badges and

receive a good amount of voluntary donations we will have a real period
of austerity.
I am hopeful that once our status is known, an appeal based on the
facts to all property owners may have beneficial results. At least we've
got to work in that direction--we have no other recourse for funds.

Ernest J. Baker

OF TOMS RIVER, N.J.

The First National Bank

APPLICANT'S COPY

MAY 25 1962

Sutton, Yoder and Ward
Toms River
New Jersey

Attention: Mr. J. Lester Yoder, Jr.

Gentlemen:

Our Executive Committee has this day granted:

- ☒ A ten year 6% installment note mortgage loan of \$2,000
- ☐ A construction mortgage loan of \$ _____ to run for any period desired up to nine months.

to Shore Acres Club, Inc.

Box 91, Shore Acres, N.J.

on its corporate-owned property to be secured by a first mortgage lien on 4 parcels of property in Shore Acres, Brick Township, N.J. as follows:

1. Lots 6, 7, 8, 9, 10 & 11 in Block 1, which is the Beach Section and is a place 150 feet on the west side of shore drive extending a depth of 100 feet to Hammegat Bay.
2. Lot 5, known as shore here also, at the southerly end of shore drive, being an irregular piece about 100 feet on the northerly line and 50 feet on the easterly line and having an irregular line along the shore of Hammegat Bay of about 200 feet.
3. Lot 4, known as Harbor Island, plus lot 92 in Block 1, which is used as an entrance and exit to and from Harbor Island and on which property there is a wooden walkway to the island, and there is bulkhead-
ing around the entire island which is to be replaced.
-on which there is presently erected 7 or 8 buildings
4. A place marked Lagoon Lane in Block 69 just off of Bay View Drive and in a place of land about 4 feet wide along the northerly line of Lagoon Lane following the creek for several hundred feet, which is to be improved by a bulkhead.

Our loan is to be repaid in monthly installments of \$ 134 principal and interest.

A copy of this letter is being forwarded to Mr. Jules B. Blomach, President, Shore Acres Club, Inc.

OTHER COMMENTS:

This loan is not to be closed until the mortgage funds are available to permit its closing.

This commitment is good for a period of six months and will expire on November 25, 1962.

If there are riparian rights on any water frontage on any property on which the bank is granting a mortgage loan, the riparian rights should be included as part of the property rights, then the stock phrase to which we mutually agreed should be included in all mortgages that have water frontage so that the bank will be adequately protected against the possibility of any third party acquiring the riparian rights. If riparian rights are issued subsequent to the date of our mortgage, those rights will be covered by your mortgage lien.

Parcel 1 is unimproved except for a bathing beach and I do not think it would come under the classification of proper security for a first mortgage lien, but it is desired that it be included in the mortgage even though we do not use its value to justify the loan. It has a valuation of \$7,000.

On parcel 2 there is a clubhouse building.

Parcel 3 is a very large parcel and it is improved as a marina for dockage of boats and would qualify as proper collateral for a first mortgage.

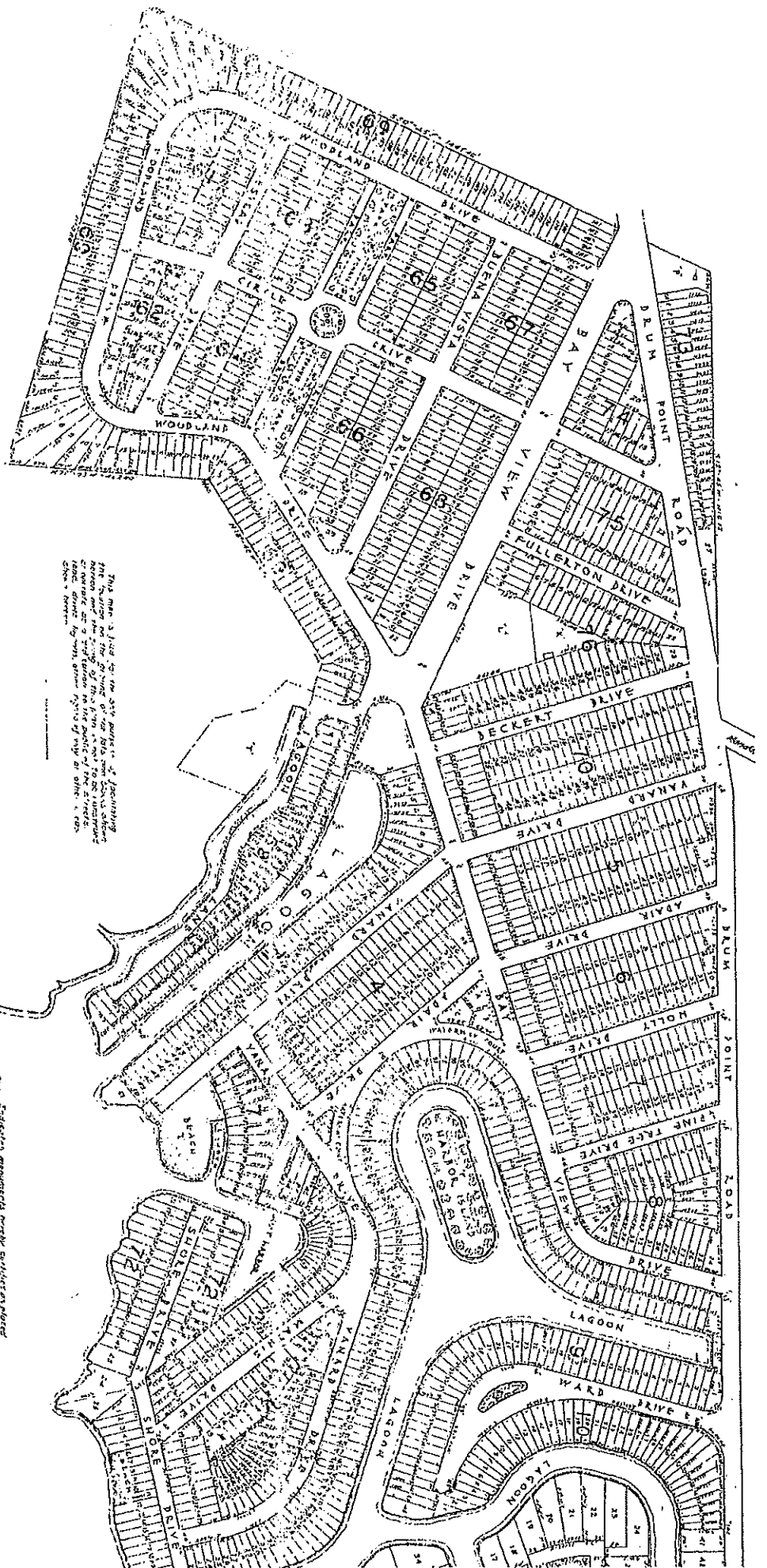
Parcel 4 is used completely as a marina and part of the mortgage funds are to be used for bulkheading and this will qualify as security for a first mortgage lien.

No doubt the Shore Acres Club would value their yacht club building substantially in excess of the \$7,500 valuation placed upon it by our appraisers and we should try to procure as much insurance above the \$7,500 and up to \$12,000, if they are willing to supply it. In any event, a minimum insurance should be \$7,500.

A map of the Shore Acres area and a photostat copy of part of a deed, dated February 9, 1962 from Bertrand W. Ward to Shore Acres Club, a deed from Shore Acres Corporation to Shore Acres Club, dated July 14, 1939 and recorded in the Ocean County Clerk's Office September 12, 1940 in Book 1080 of Deeds, page 439, and a Release of Reversion from Shore Acres Corporation to Shore Acres Club, dated March 9, 1962 and recorded in the Ocean County Clerk's Office April 13, 1962 in Book 2212, page 191 of Deeds, are all enclosed herewith. Photographs are enclosed and it is asked that your engineer locate the various buildings by lot and block number on the back

-Very truly yours,

Chairman of the Board



This map is for the use of the City of Los Angeles in the planning of the future of the City of Los Angeles and the City of Los Angeles is not responsible for the use of this map for any other purpose.

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City of Los Angeles

City of Los Angeles

Section monuments were established

March 1900

BARNES

