
Borough of Keansburg

Municipal Public Access Plan



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Table of Contents

Introduction	1
Importance of Municipal Public Access Plans	1
I. Municipal Public Access Vision.....	2
A. Overview of Municipality.....	2
B. Municipal Public Access Goals and Objectives	4
1. Goals & Objectives.....	4
2. Municipal Master Plan Consistency.....	4
II. Public Access	5
A. Public Access Locations.....	5
B. Improved Public Access Locations.....	7
C. Limitations to Public Access.....	16
III. Community Needs Assessment	16
IV. Implementation Plan	16
A. Priorities.....	16
1. Maintain Existing Public Access	17
2. Preserving Public Access.....	17
3. Proposed Locations and Facilities.....	18
B. Signage.....	19
C. Army Corps of Engineers Requirements for Shore Protection Projects	22
V. Relationship to the Other Regional and State Plans.....	22
A. 2016 Monmouth County Master Plan	23
B. 2015 Monmouth County Multi-Jurisdictional Natural Hazard Mitigation Plan:	23
C. 2001 New Jersey State Plan:.....	23
VI. Resolution of Incorporation	24

List of Maps

Map 1: Tidal Waterways and Municipally Owned Lands	3
Map 2: Public Access Locations	6
Map 3: Public Access Locations and Amenities	15

List of Appendices

Appendix 1: Resolution for Incorporating MPAP into Master Plan	
Appendix 2: Public Access Table	
Appendix 3: Recreation and Open Space Inventory	
Appendix 4: Sign Ordinance	
Appendix 5: 2010 DEP Permit	
Appendix 6: 2011 State Aid Agreement	
Appendix 7: 2013 Deed of Dedication and Shore Protection Easement	

Introduction

This document is intended to provide a comprehensive public access plan for the Borough of Keansburg which lays out a vision for providing access to tidal waters and shorelines within the municipal boundary. This Municipal Public Access Plan (MPAP) was developed in accordance with the Coastal Zone Management Rules. The development and implementation of this MPAP supports the policy of local determination of public access locations and facilities, while safeguarding regulatory flexibility.

The Public Trust Doctrine, first set by the Roman Emperor Justinian around A.D. 500 as part of Roman civil law, establishes the public's right to full use of the seashore. The Public Trust Doctrine states that natural resources, including, but not limited to, tidal waterways and their shores, air and wildlife in the State of New Jersey are held by the State in trust for the benefit of all of the people. Further, the Public Trust Doctrine establishes the right of the public to fully utilize these natural resources for a variety of public uses.

The original purpose of the doctrine was to assure public access to waters for navigation, commerce and fishing. In the past two centuries, State and Federal courts in New Jersey have recognized that public uses guaranteed by the Public Trust Doctrine also include public recreational uses such as swimming, sunbathing, fishing, surfing, sport diving, bird watching, walking and boating along the various tidal shores.

Through various judicial decisions, the right of use upheld by the Public Trust Doctrine has been incorporated into many state constitutions and statutes, allowing the public the right to all lands, water and resources held in the public trust by the state, including those in New Jersey. The New Jersey Department of Environmental Protection (DEP) encourages municipalities to develop and adopt MPAPs to govern public access within their municipality. This MPAP consists of an inventory of public access locations and plans to preserve and enhance access based on community needs and State standards.

This plan has been developed in collaboration with the DEP, Borough Engineer, and Borough Council and presented to the Planning Board on **date** and approved for submission to the DEP on **date**. Upon receiving approval from the DEP on **date**, the MPAP was incorporated into the **specify element** Element of the Master Plan by resolution on **date**, (see Appendix 1). All public access decisions made within Keansburg after this date will be consistent with this plan.

Importance of Municipal Public Access Plans

The premise of the authorization of MPAPs is that public access to tidal waters is fundamentally linked to local conditions. The development of a MPAP enables the municipality to better plan, implement, maintain, and improve the provision of public access for its residents and visitors. It also informs and/or identifies public access requirements associated with any proposed development or redevelopment project.

The Borough of Keansburg is responsible for ensuring that public access to the tidal waters within the municipality is in accordance with this plan as approved by DEP and adopted as part of the municipal Master Plan. For each new project that is required to provide public access through a DEP issued Coastal Area Review Act or Waterfront Development permit, Keansburg will provide DEP with a letter confirming its consistency with this MPAP. Upon adoption of this MPAP into the municipal Master Plan, the DEP public access requirement shall be satisfied in accordance with this plan.

I. Municipal Public Access Vision

A. Overview of Municipality

The Borough of Keansburg is a developed, year-round community, located in northeastern Monmouth County along the Raritan Bay. It is bordered to the north by beach front and the Raritan Bay, to the west by Waackaack Creek and Hazlet Township, to the east by Middletown Township, and to the south by Route 36 and Hazlet Township. It is approximately one (1) square mile in area.

Keansburg is located to the south of New York City and is easily accessible to the major transportation routes serving the northern New Jersey- New York metropolitan region. The Borough's location along the Raritan Bay and its proximity to New York City have played a major role in Keansburg's development; making it a popular resort destination in the 19th and early 20th century. However, as areas along the Atlantic coast became more accessible with the construction of the Garden State Parkway, etc., the popularity of the Keansburg as a summer resort waned. Today, the predominant land use in Keansburg Borough is year-round residential, consisting of mostly single-family homes. Commercial activity in Keansburg Borough is centered around the downtown area along Main and Church Streets and the waterfront amusement and restaurant district at the end of Carr Avenue. In 2005, the entire Borough was designated as an area in need of rehabilitation.

Map 1. Keansburg Tidal Waterways and Lands, shows all the tidal waterways within the municipality and all lands held by the municipality.



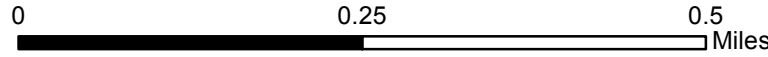
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- Public School Property
- Municipally Owned Property
- Parcel Boundary
- ROSI Property
- Municipal Boundary
- Tidal Waterways



Map 1 - Tidal Waterways and Municipally Owned Lands Borough of Keansburg, Monmouth County, New Jersey

Prepared by: JAC, 10/06/2017
 Source: NJDEP; NJDOT; NJGIN, Monmouth County, Borough of Keansburg, T&M Associates
 G:\Projects\KNBG\G1706\GIS\Projects\Map 1 - Tidal Waterways and Municipally Owned Lands.mxd

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

B. Municipal Public Access Goals and Objectives

1. Goals & Objectives

Through the New Jersey Coastal Zone Management Rules (see N.J.A.C 7:7E-1.1 (c)), the State of New Jersey establishes a broad set of coastal protection goals. The Borough of Keansburg's Municipal Public Access Plan affirms the following goals and objectives specifically addressing public access:

- i.** Healthy coastal ecosystems
 - Manage coastal activities to protect natural resources and the environment
- ii.** Effective management of ocean and estuarine resources.
 - Encourage the safe and environmentally sound use of coastal waters and beaches to protect natural, cultural and aesthetic resources, promote safe navigation, and provide recreational opportunities.
- iii.** Meaningful public access to and use of tidal waterways and their shores
 - Preserve public trust rights to tidal waterways and their shores;
 - Preserve and enhance views of the coastal landscape to enrich aesthetic and cultural values and vital communities
 - Conserve and increase safe, environmentally sound, and meaningful public access from both the land and water to the tidal waterways and their shores for recreation and aesthetic experiences;
 - Enhance public access by promoting adequate affordable public facilities and services;
 - Balance diverse uses of tidal waterways and their shores

In addition to those goals outlined within the Master Plan, the Borough of Keansburg affirms the following State required goals specifically for public access:

- iv.** All existing public access shall be maintained to the maximum extent practicable.
- v.** Maintain safe and adequate access locations for fishing in those areas where fishing is safe and appropriate.
- vi.** Provide clear informative signage for access locations.

Keansburg's Municipal Public Access Plan embraces and reflects these goals and will help preserve, protect, and enhance the public's ability to access the Public Trust lands which surround the municipality. The previous goals are compliant with the New Jersey Coastal Zone Management Rules broad set of coastal protection goals (see N.J.A.C 7:7-1.1 (c)).

2. Municipal Master Plan Consistency

The 1988 Keansburg Master Plan, as well as the 2015 Master Plan Amendment were reviewed for the preparation of this Municipal Public Access Plan. The goals and objectives articulated in this MPAP, above, are consistent with the following objectives and policy statements of the Borough of Keansburg's Master Plan.

Planning Objectives:

- Secure public safety from fire, flood, panic, and other natural and man-made disasters with particular emphasis on preserving and maintaining the integrity and protective features of the Borough beach-dune system. Adapt efforts accordingly to reflect updated flood levels and data from the Federal Emergency Management Agency (FEMA) and the National Oceanic and Atmospheric Administration (NOAA).
- Secure public safety from fire, flood, panic, and other natural and man-made disasters with particular emphasis on preserving and maintaining the integrity and protective features of the Borough beach-dune system. Adapt efforts accordingly to reflect updated flood levels and data from the Federal Emergency Management Agency (FEMA) and the National Oceanic and Atmospheric Administration (NOAA).

Policy Statements:

- **Bayfront Development**

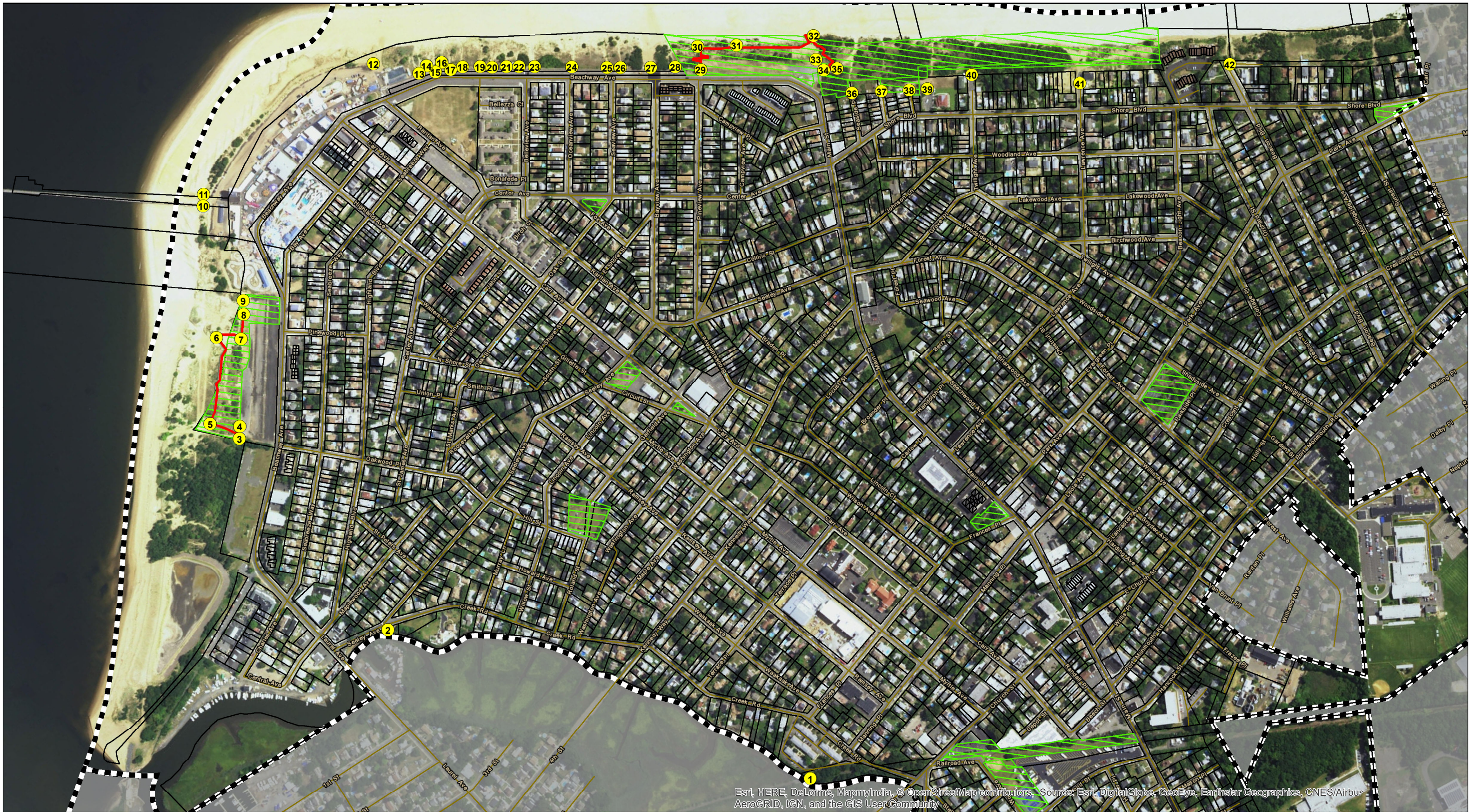
Guide waterfront development to provide shore protection and flood control. Waterfront development should also maintain and enhance visual and pedestrian access, recreation and open space, and economic development. The Borough should encourage appropriate use of and access to the Raritan Bayshore through coordination with Monmouth County’s planning efforts.

II. Public Access

Public Access in Keansburg is provided by the municipality and consists of a variety of access points and facilities, including: the Henry Hudson Trail bridge; the Waackaack Creek at Creek Road and Laurel Avenue; the Baywalk West boardwalk; the Keansburg Fishing Pier; beach access points at the Keansburg Amusement Park; various dune access points from Beachway Avenue to the east of the Keansburg Amusement Park; the Baywalk East Boardwalk; beach access from the Keansburg Waterfront Library; and, various access points from the termini of Seaside Place, Waterview Place, Neptune Place, Twilight Avenue, Lawrence Avenue, and Beacon Boulevard.

A. Public Access Locations

Map 2: Keansburg’s Public Access Locations identifies an inventory of all public access locations within Keansburg, whether they are currently Utilized, Un-utilized, or Restricted to the public, along with their attributes of improvements and activities. See Table 1, located in the Appendix, for detailed information about each location.



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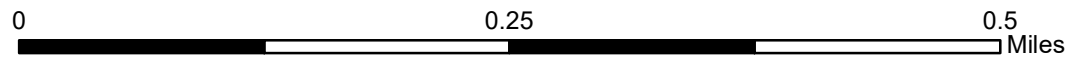
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- Public Access Points
- Baywalk
- ROSI Property
- Parcel Boundary
- Municipal Boundary

Map 2 - Public Access Locations Borough of Keansburg, Monmouth County, New Jersey

Prepared by: JAC, 10/11/2017
 Source: NJDEP; NJDOT; NJGIN, Monmouth County, Borough of Keansburg, T&M Associates
 G:\Projects\KNBG\G1706\GIS\Projects\Map 2 - Public Access Locations.mxd



NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

B. Improved Public Access Locations

Map 3 Keansburg's Improved Public Access Locations provides an inventory of the existing public access locations that currently provide access to public trust lands and waters. See Table 1, located in the Appendix, for detailed information on each location.

Henry Hudson Trail Bridge (Site 1):

The Henry Hudson Trail Bridge crosses the Waackaack Creek and links Keansburg to Hazlet Township. Pedestrians and cyclists can access the Henry Hudson Trail via Creek Road. The trail is ADA compliant. There is no public parking located within the vicinity of this portion of the Henry Hudson Trail, though there are several public streets that permit free on street parking within a quarter mile radius of this site. Fishing is permitted on the bridge, and there is a trash receptacle at the site as well.



Figure 1. Henry Hudson Trail Bridge

Waackaack Creek at Creek Road and Laurel Avenue (Site 2):

The bulkhead along the Waackaack Creek is located along Creek Road and at the intersection with Laurel Avenue. A new bulkhead was put in place after Hurricane Sandy. Pedestrians can access the site via Creek Road. This site permits fishing in the Waackaack Creek. There are trash/recycling receptacles, a bench, and picnic areas at this site.



Figure 2. Waackaack Creek Bulkhead



Figure 3. Bench at Waackaack Creek Bulkhead



Figure 4. Picnic Area at Waackaack Creek Bulkhead

Baywalk West Boardwalk (Sites 3-9):

The Baywalk West is a wooded boardwalk that is located along the municipally owned and maintained public parking lot on the northern side of Beachway Avenue, adjacent and to the west of the Keansburg Amusement Park. The parking lot, which is a metered parking lot, contains approximately 365 parking spaces. There is direct access to the beach from the parking lot via the dunes immediately to the west of the Baywalk West (Site 3), via the Baywalk itself (Sites 4-8), or directly from the parking lot via the dunes immediately to the east of the Baywalk West (Site 9). Both the western and eastern points of the Baywalk West have ADA accessible ramps (Sites 4 and 8, respectively). There are also steps to access the Baywalk West from the parking lot (Site 7). The Keansburg beach does not have lifeguards on duty, so swimming is permitted at your own risk. Fishing, is also permitted on the beach. Public access points numbers 4-9 are all part of the Beachway Avenue Waterfront Redevelopment Plan, which envisions development of the public parking lot for apartment units, with maintenance of the public access points and Baywalk West. There are trash receptacles in the parking lot at either end of the Baywalk West. There are also benches on the Baywalk at access point numbers 5 and 6.



Figure 5. Parking Pay Stations at the Baywalk West Boardwalk



Figure 6. Western Terminus of the Baywalk West Boardwalk (Site 4)



Figure 7. Stairs to the Baywalk West Boardwalk (Site 7)



Figure 8. Beach Access Point Site 5



Figure 9: Beach Access Point Site 6



Figure 10. Ramp to the Baywalk West Boardwalk (Site 8)



Figure 11. Direct Beach/Dune Access from the Baywalk Parking Lot (Site 9)

Keansburg Fishing Pier (Site 10):

The Keansburg Fishing Pier is privately owned and operated. There is a ten-dollar fee to access the pier for fishing, and a one-dollar fee to walk the extent of the pier and return. The pier is accessible via the Keansburg Amusement Park, which is also privately owned and operated. It is also possible to access the entrance to the pier via the Keansburg beach, though ADA accessibility is via the amusement park.

Keansburg Amusement Park (Sites 11-12):

There are also two primary beach access points from the Keansburg Amusement Park that provide direct access to the Keansburg beach. These are not maintained by the amusement park, which is privately owned and operated.

Dune Access Points from Beachway Avenue to the east of the Keansburg Amusement Park (Sites 13-28):

There are approximately 16 public access points along Beachway Avenue located in the area immediately to the east of the Keansburg Amusement Park, identified as Sites 13 through 28 in Map 2. These access points are all located on privately owned land, but provide direct public

access to Keansburg’s beachfront via Beachway Avenue and the dunes. Parking along the northern side of Beachway Avenue is metered with a “pay and display” service. The beach/dune access points along Beachway Avenue vary in their level of maintenance and accessibility to the public. Some of the access points are more delineated and offer emergency vehicular access, while others are less delineated and are not ADA accessible. The amenities available to the public along this strip of Beachway Avenue include: three (3) pay stations; one (1) public bathroom building; and, four (4) shower areas. There are also benches, trash receptacles, and planters located along the sidewalk. Additionally, this section of Beachway Avenue is a pedestrian and bike trail, which connects the Keansburg Amusement Park to the Baywalk East, located immediately to the east of public access point number 28.



Figure 12. Pay Station at Sites 13-15



Figure 13. Beach Access Point Site 13



Figure 14. Showers at Beach Access Point Sites 19-20



Figure 15. ADA Ramp at the Public Bathroom Building



Figure 16. Public Bathroom Building



Figure 17. Shower and Bench at Sites 22-23



Figure 18. Shower and Benches at Sites 25-26



Figure 19. Public Beach Access Point (Site 23)

Baywalk East Boardwalk (Sites 29-35):

The Baywalk East is Keansburg’s second wooded boardwalk that is located along the municipally owned and maintained public parking lot on the northern side of Beachway Avenue, where Beachway Avenue intersects with Main Street. The parking lot is metered, and parking serves the public for access to the Raritan Bay beach. There is direct access to the beach from the parking lot via the dunes immediately to the west of the Baywalk East (Sites 33 and 35), or via the Baywalk itself (Sites 29-32, and 34). Both the western and eastern points of the Baywalk East have ADA accessible ramps (Sites 29 and 34, respectively). The Keansburg beach does not have lifeguards on duty, so swimming is permitted at your own risk. Fishing is also permitted on the beach. The boards throughout the entirety of the Baywalk East were replaced in June



Figure 20. ADA Ramp to the Baywalk East (Site 29)

2017. There are trash receptacles in the parking lot at either end of the Baywalk East, and a picnic area near Site 34. There are also benches on the Baywalk at access point numbers 30-32.



Figure 21. ADA Ramps and Stairs at the Baywalk East (Site 29)



Figure 22. Beach Access Point 30



Figure 23. Beach Access Point 31



Figure 24. Beach Access Point 32



Figure 25. Beach Access Point 33



Figure 26. ADA Ramp at Baywalk East (Site 34)



Figure 27. Picnic Areas at Site 34



Figure 28. Pay Station at the Baywalk East Parking Lot



Figure 29. Beach Access Point 35

Keansburg Waterfront Library (Site 39):

At the rear of the Keansburg Waterfront Library, there is a public beach access point that is accessible through the library parking lot. The access point is signed and provides direct access to the beach along the Raritan Bayfront. Handicap access is not provided at this site.



Figure 30. Beach Access Point 39

Seaside Place, Waterview Place, Neptune Place, Twilight Avenue, Lawrence Avenue, and Beacon Boulevard (Sites 36-38, 40-42):

At the terminus of Seaside Place, Waterview Place, Neptune Place, Twilight Avenue, Lawrence Avenue, and Beacon Boulevard, there are additional beach access points that provide direct access to the beach along Raritan Bayfront. These sites do not provide handicap access.



Figure 31. Beach Access at Waterview Place (Site 37)



Figure 32. Beach Access at Seaside Place (Site 36)



Figure 33. Beach Access at Neptune Place (Site 38)



Figure 34. Beach Access at Twilight Avenue (Site 40)



Figure 35. Beach Access at Lawrence Avenue (Site 41)



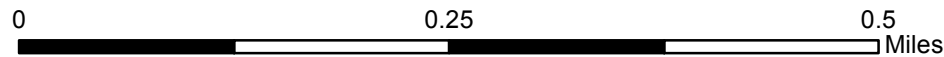
Figure 36. Beach Access at Beacon Boulevard (Site 42)



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Prepared by: JAC, 10/11/2017
 Source: NJDEP; NJDOT; NJGIN, Monmouth County, Borough of Keansburg, T&M Associates
 G:\Projects\KNBG\GIS\Projects\Map 3 - Public Access Locations and Amenities.mxd



**Map 3 - Public Access Locations and Amenities
 Borough of Keansburg, Monmouth County, New Jersey**

NOTE: This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not State-authorized.

C. Limitations to Public Access

The following limitations to public access currently exist:

1. Temporary Restrictions

The area between Lawrence Avenue and Twilight Avenue has been identified as a protective zone for seabeach amaranth (*Amaranthus pumilus*). In this area, beach raking is prohibited from the landward limit of the beach berm to the mean high-water line from May 15th to November 30th. During that time, vehicle use is restricted to essential and emergency services in the area below the mean high-water line. Sand scraping is prohibited year-round. Additionally, vegetation planting and sand fencing is limited to dune area, allowing the upper beach to remain unstabilized and sparsely vegetated. The Borough is encouraged to route people away from the protect zone and to coordinate surveys and monitoring with the Service.

2. Permanent Restrictions

There are no permanent restrictions to public access in the Borough of Keansburg.

III. Community Needs Assessment

Access to the waterfront is critical to the Borough's character and history. Approximately three linear miles of the Borough, whose perimeter measures just over five linear miles, are bounded by tidal waterways, and contain 42 points of public access. In recent years, the Borough has prepared several plans and studies to identify hazards due to flooding and storm events such as Hurricane Sandy, to improve the resiliency of the Borough to future storm events, and to preserve access, use, and enjoyment of its waterfront. All access points, amenities, and associated activities are discussed in Section II, Public Access.

Future Access Points:

Due to the fully developed, built out nature of the Borough of Keansburg, no areas have been identified as future public access locations.

Parking:

The Borough of Keansburg generally tends to have an excess of parking spaces, with the exception of large, popular events and holidays such as the 4th of July, Labor Day Weekend, and the Gratitude Migration festival. The Borough-owned parking lot at the Baywalk West is rarely filled, and is often used for bus parking by the Amusement Park.

IV. Implementation Plan

The Borough of Keansburg has created an Implementation Plan composed of Priorities, Preservation of Public Access Locations, Signage, Proposed Access Improvements and Facilities, and Municipal Tools for Implementation as described in the following section:

A. Priorities

Keansburg developed the following priorities:

1. Maintain Existing Public Access

Existing Borough owned public access locations are maintained by the Borough of Keansburg's Department of Public Works. Public access locations 1, 3- 9, and 29- 41 are identified on the Borough's ROSI. Location 2 consists of a bulkhead which is owned and maintained by the Borough. All other public access locations are privately owned.

a. Tools

Maintenance schedules and routines are determined by the Department of Public Works. Beach raking is performed once every two (2) weeks from October through April and three (3) times per week from May through September. Garbage is picked up from the dunes once per month from October through April and once every two (2) weeks from May through September.

b. Cost and Funding

The Department of Public Works operating and capital budget covers maintenance and operating expenditures.

2. Preserving Public Access

The Borough is committed to preserving its existing public access locations, and has placed two large waterfront parcels on its Recreation and Open Space Inventory (ROSI). A portion of Block 184, Lot 3, and the entirety of Block 184, Lot 5 are currently on the Borough's ROSI. These properties contain both of the Baywalk boardwalks (including public access point Sites 3-9 and 29-35), and the public access points at the termini of Seaside Place, Waterview Place, Neptune Place, the Keansburg Waterfront Library, Twilight Avenue, and Lawrence Avenue (Sites 36-41).

Public access in the Borough of Keansburg is also preserved in perpetuity through a variety of easement dedications, state aid agreements, and DEP permits. In 2010, a NJDEP Permit for Outfall Replacement required the Borough of Keansburg to continue to provide public access to the waterfront from all street ends as an administrative condition. The permit requires that if at some future date, the Borough vacates any or all of the street ends, they must include in the vacation documents provisions for maintenance of public access. Copies of the vacation documents must be provided to the Division for review and approval prior to enactment. Additionally, public access must be clearly marked and maintained on site at all times. The designated public access areas including signage are to remain in perpetuity.

State Aid Agreement Project #4216-08, dated April 11, 2011 was enacted between the Borough of Keansburg and the New Jersey Department of Environmental Protection, Office of Engineering and Construction to replace five (5) existing outfalls, associated support structures and repairs and/or replacement to their concrete box housing structure in the Borough of Keansburg. As part of this agreement, the Department and municipality must provide public access to and use of the beach and the Atlantic Ocean benefited by the project in accordance with State laws and regulations. The Borough is required to provide perpetual easements for public access to and use of the entire shoreline and tidal lands to Block 26, Lot 16, Block 184, Lots 4 & 5.

A Deed of Dedication and Shore Protection Easement, dated May 14, 2013 between the Beachside Garden Condominium Association and the Borough of Keansburg dedicates a perpetual easement and Right of Way on Block 184, Lot 6 to the Borough to construct, preserve, patrol, operate, maintain, repair rehabilitate and replace a public beach in perpetuity.

a. Tools

The Borough uses the ROSI designation to preserve the public access points mentioned above. Public access to privately owned beachfront is preserved through easement dedication, state aid agreements, and DEP permit conditions. Additionally, and as described earlier, public access points Sites 3-9 are within the Beachway Avenue Waterfront Redevelopment Area. The redevelopment plan that governs this site envisions development of the public parking lot for apartment units, with maintenance of the public access points and Baywalk West.

b. Cost and Funding

If opportunities for future preservation become available in the future, the Borough will look to a variety of funding sources, including Green/ Blue Acres, Monmouth County Open Space Trust Fund, and NRCS.

3. Proposed Locations and Facilities

The Borough of Keansburg does not see the opportunity for any additional public access locations or facilities. If the privately held beach in front of the amusement park were to become available, the Borough would be interested in acquiring it; however, this scenario is unlikely.

a. Tools

This is not applicable, as no realistic opportunities for future public access locations exist.

b. Cost and Funding

This is not applicable, as no realistic opportunities for future public access locations exist.

B. Signage

Keansburg provides a number of different access signs indicating location, access, restrictions, amenities, and other relevant information. Examples of the signage Keansburg has provided throughout the Borough are as follows:



Figure 37. Henry Hudson Trail Marker (Site 1)



Figure 38. Baywalk West Identification Sign



Figure 39. An Outdated "Bayshore Trail" Sign (Site 3)



Figure 40. Beach Access Sign and Restrictions Sign (Site 7)



Figure 41. Beach Access Sign and Pay Station Sign at Beachway Avenue East



Figure 42. "Keep off the Dunes" Sign and Pay Station Sign at Beachway Avenue East



Figure 43. Pay Station Sign at Beachway Avenue East



Figure 44. Trail Signage at Beachway Avenue East



Figure 45. Restroom Sign (Sites 21-22)



Figure 46. Showers Identification Sign (Sites 21-22)



Figure 47. Pay Station Sign at Beachway Avenue East



Figure 48. Baywalk East Identification Sign (Site 29)



Figure 49. "Keep off the Dunes" Sign (Site 33)



Figure 50. An Outdated "Jersey Shore" Sign (Site 33)



Figure 51. Beach Access Sign (Site 34)



Figure 52. Public Beach Sign (Site 33)



Figure 53. Public Beach Sign, in Spanish (Site 33)



Figure 54. An Unhinged Beach Restrictions Sign (Site 34)



Figure 55. An Outdated Beach Restrictions Sign (Site 34)



Figure 56. An Outdated "Bayshore Trail" Sign and Monument Sign (Site 33)



Figure 57. Beach Restrictions Sign (Site 35)



Figure 58. Pay Station Sign (Site 34)

As shown in some of the photos above, there are some identification signs that this plan recommends updating. These signs are primarily located on the Baywalk boardwalk areas. This plan recommends installing new identification and beach restriction signs at these locations in order to eliminate any confusion that the existing outdated, faded, and unhinged signs may present to members of the public and also in order to instill the permitted and prohibited beach activities more clearly.

Additionally, the Borough has amended their sign ordinance to require signage indicating public access at all public access points. A copy of the sign ordinance can be found in the Appendix.

C. Army Corps of Engineers Requirements for Shore Protection Projects

Keansburg has met the ACOE Requirements as follows:

In 2014, the United States Army Corps of Engineers, in conjunction with the NJ Department of Environmental Protection completed a \$30 million federally funded beach replenishment and dune restoration project. This project was originally constructed in 1973 to provide hurricane and storm damage risk reduction, designed to withstand a 200-year storm event. As part of the project, Keansburg is required to provide public access to project areas.

V. Relationship to the Other Regional and State Plans

Keansburg's MPAP has been reviewed for consistency and has the following relationship to other Regional and State Plans:

A. 2016 Monmouth County Master Plan

Monmouth County adopted a new comprehensive Master Plan in October 2016. The new Plan acknowledges a fundamental change in the approach to regional planning; from one that emphasizes growth management in an era of mass suburbanization to one that is more focused on the redevelopment and revitalization of communities throughout the county. It also recognizes that most of municipalities have planned for and established their desired physical form and character. As a result, many now seek to maintain and enhance their distinct identities through more sustainable approaches in a time characterized by limited growth and constrained public finance. This MPAP is consistent with the following Goals and Objectives of the Monmouth County Comprehensive Master Plan:

Goal # 2: Promote the protection and conservation of natural and cultural resources to help guarantee our long-term sustainability

- Objective 2.1.B: Protect, conserve, and enhance the county's significant, diverse, natural, and scenic resources utilizing sound ecological protection and restoration measures.
- Objective 2.1.D: Encourage the sustainable use of public lands in concert with natural resource protection.
- Objective 2.1.H: Promote public awareness of environmental issues through outreach and educational opportunities including the relationship between the protection and enhancement of natural resources and economic value to the community.
- Objective 2.1.I: Support the creation of municipal land use regulations and programs that protect environmentally sensitive areas based on constraints, building suitability, natural resource value, and environmental criteria.

B. 2015 Monmouth County Multi-Jurisdictional Natural Hazard Mitigation Plan:

The Monmouth County Multi-Jurisdictional Natural Hazard Mitigation Plan (HMP) identifies natural hazards that could affect the County's jurisdictions, evaluates the risks associated with these hazards, identifies the mitigation actions to lessen the impacts of a disaster on Monmouth County communities, and prioritizes them based on the municipal master plans and other planning documents. Monmouth County employed a multi-jurisdictional approach to develop the plan, and every municipality in the County was invited to participate as an equal partner with the County. As part of its participation in the HMP process, the Borough of Keansburg identified improving shoreline and dunes as a priority action item. This includes improving all 2.6 miles of beach by increasing the height and width of dunes to 100- year storm elevations, as well as dune maintenance, including the planting of dune grass and maintaining beach access points. Maintaining beach access points is also an important goal of this Municipal Public Access Plan.

C. 2001 New Jersey State Plan:

The New Jersey State Plan was last adopted in 2001. The Borough of Keansburg is located in the PA1: Metropolitan Planning Area. The intent of the Metropolitan Planning Area (PA1) is

to provide for much of the state's future redevelopment; revitalize cities and towns.; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities. The goals and objectives of this Municipal Public Access Plan are consistent with the New Jersey State Plan.

VI. Resolution of Incorporation

Keansburg has approved a resolution for the incorporation of the MPAP. See Appendix 1 for the resolution.

Approval of this plan does not eliminate the need for any Federal, State, County or municipal permits, certifications, authorizations or other approvals that may be required by the Applicant, nor shall the approval of this plan obligate the Department to issue any permits, certifications, authorizations or other approvals required for any project described in this plan.

Appendix 1: Resolution for Incorporating MPAP into Master Plan

(upon adoption the final resolution will replace this model)

Resolution # _____

A RESOLUTION APPROVING THE MUNICIPAL PUBLIC ACCESS PLAN

WHEREAS, the Borough of Keansburg's Municipal Public Access Plan (MPAP) was submitted to the Township Council and reviewed at the regular meeting of *{date}*, and

WHEREAS, the governing body has approved the plan as submitted, and

WHEREAS, the governing body recognizes the need to make the MPAP an authorized component of municipal decision-making by incorporating it into the municipal master plan,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Keansburg, the "Keansburg Municipal Public Access Plan," a copy of which is attached, is hereby approved.

FURTHER RESOLVED, the MPAP shall be incorporated into the municipal master plan within *{element}*.

FURTHER RESOLVED a copy of the plan shall be sent to the New Jersey Department of Environmental Protection for review and approval in accordance with N.J.A.C.7.7.

I hereby certify the foregoing to be a resolution adopted by the Keansburg Borough Council at a meeting held on *{date}*.

Municipal Clerk

Appendix 2: Public Access Table

Table 1 Borough of Keansburg Public Access Location Amenities

ID	SIGNS	PARKING	STREET	CROSS_STREET	BADGE	SWIMMING	FISHING	SURFING	PLAYGRD	PARK	PIER	BOATLNCH	MARINA	RESTRM	H/C	SHORE-LINE	ACCESS_TYPE		Additional Comments
1	No	N/A	Henry Hudson Trail	Waackaack Creek	No	No	Yes	No	No	No	No	Yes	No	No	Trail access	Creek	Fishing, Boat, Visual	Utilized	
2	No	Street, free	Creek Road	Laurel Avenue to Seeley Avenue	No	No	Yes	No	No	No	No	No	No	No	Bulkhead access	Creek	Fishing, Visual	Utilized	
3	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
4	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
5	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
6	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
7	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
8	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
9	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk West)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
10	No	Lot, pay	Beachway Avenue	Keansburg Amusement Park	Yes	No	Yes	No	No	No	Yes	No	No	No	Ramp to pier	Bay	Fishing, Visual	Restricted	Operated by Amusement Park (private)
11	No	Lot, pay	Beachway Avenue	Keansburg Amusement Park	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Restricted	Access via Amusement Park (private)
12	No	Lot, pay	Beachway Avenue	Keansburg Amusement Park	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Restricted	Access via Amusement Park (private)
13	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
14	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
15	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
16	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
17	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
18	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
19	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
20	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
21	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
22	Yes	Street, pay	Beachway Avenue	Belleview Avenue	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
23	Yes	Street, pay	Beachway Avenue	Belleview Avenue	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
24	Yes	Street, pay	Beachway Avenue	Oceanview Avenue	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
25	Yes	Street, pay	Beachway Avenue	Seaview Avenue	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
26	Yes	Street, pay	Beachway Avenue	Seaview Avenue	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
27	Yes	Street, pay	Beachway Avenue	Bayview Avenue	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
28	Yes	Street, pay	Beachway Avenue	N/A	No	No	Yes	No	No	No	No	Yes	No	Yes	None	Bay	Beach, fishing, visual	Utilized	
29	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
30	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
31	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
32	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
33	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
34	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
35	Yes	Lot, pay	Beachway Avenue	Boardwalk (Baywalk East)	No	No	Yes	No	No	No	No	Yes	No	No	Ramp to boardwalk	Bay	Beach, fishing, visual	Utilized	
36	No	Street, free	Seaside Place	Shore Boulevard	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	
37	No	Street, free	Waterview Place	Shore Boulevard	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	
38	No	Street, free	Neptune Place	Shore Boulevard	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	
39	Yes	Lot, free	Shore Boulevard	Keansburg Waterfront Library	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	
40	Yes	Street, free	Twilight Avenue	Shore Boulevard	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	
41	No	Street, free	Lawrence Avenue	Shore Boulevard	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	
42	Yes	Street, free	Beacon Boulevard	Bayside Parkway	No	No	Yes	No	No	No	No	Yes	No	No	None	Bay	Beach, fishing, visual	Utilized	

Appendix 3: Recreation and Open Space Inventory

7

DECLARATION OF ENCUMBRANCE



BOROUGH OF KEANSBURG
County of Monmouth

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:
Department of Environmental Protection
Green Acres Program
P.O. Box 412
Trenton, New Jersey 08625-0412
Attention: Amy Sumoski

Prepared by:
Amy Sumoski
Amy Sumoski

NOT CERTIFIED COPY

2/10/99
Forms/encagt

OCT 28 2008

M CLAIRE FRENCH,CTY CLK
MONMOUTH COUNTY,NJ
INSTRUMENT NUMBER
2008113434
RECORDED ON
Oct 29, 2008
11:49:02 AM
BOOK:OR-8745
PAGE:793
Total Pages: 7

COUNTY RECORDING FEES \$8.00
TOTAL PAID \$8.00

Borough of Keansburg
Acct. #23

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this 23rd day of October, 2008, by the Borough of Keansburg, County of Monmouth, ("Local Government Unit"), whose mailing address is 29 Church Street, Keansburg, New Jersey 07734.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Keansburg Skate Park Dev
Project # 1323-03-012
As approved on August 12, 2004

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising 4 pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., N.J.S.A. 13:8A-35 et seq., N.J.A.C. 7:36-1 et seq., and all of the Green Acres Bond Acts (collectively, the "Green Acres Laws"), covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

LOCAL GOVERNMENT UNIT ATTORNEY

Reviewed and approved

on Oct. 23, 2008

John O. Bennett
(signature)

John O. Bennett
(print name)

LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER

J.P. Cusick
10/27/08

By: J.P. Cusick
(signature)

THOMAS P. CUSICK, Acting Borough
MANAGER
(print name and title)

Date: October 23, 2008

STATE OF NEW JERSEY)

SS

COUNTY OF MONMOUTH)

I CERTIFY that on 10/23/08, THOMAS P. CUSICK personally came before me,
(date) (official designated above)

Jo-Ann O'Brien and stated to my satisfaction that he/~~she~~ is the individual
(clerk) DEPUTY
who signed this Declaration and that he/~~she~~

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the

BOROUGH OF KEANSBURG represented by him/her as
(local government unit)

KEANSBURG ACTING BOROUGH MANAGER 10/27/08
(official's title)

Jo-Ann O'Brien
(signature) Clerk
(print name and title below)

Jo-Ann O'BRIEN
DEPUTY MUNICIPAL CLERK

Sworn and subscribed to before me this 27th day of October, 2008.

As to Jo-Ann O'Brien and Thomas P. Cusick

Margaret M. Turner

Margaret M. Turner
Notary Public of New Jersey
My Term Expires on Nov. 5, 2013

EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY

A Local Unit which receives a loan or grant from the State of New Jersey, Office of Green Acres shall not dispose of, or divert to a use for other than recreation and conservation purposes, any lands (1) acquired or developed with Green Acres or Federal Land and Water Conservation Fund assistance or (2) held by the Local Unit for recreation and conservation purposes at the "time of receipt of Green Acres funds" (the restricted lands) N.J.S.A. 13:8A-47. The primary purposes of this recreation and open space inventory (ROSI) are to document all restricted lands and to provide notice of the restrictions to title searchers.

Instructions

All restricted lands must be described on the completed ROSI by their block and lot identification numbers as shown on the current, official tax map and specify whether or not each parcel is funded or unfunded parkland. The Local Unit shall submit a tax map current as of the date of Green Acres application showing each parcel of parkland listed on the ROSI, with the approximate boundaries of each such parcel clearly marked in colored ink. Staff knowledgeable of the Local Unit's land use regulations and the uses of its land holdings must complete this ROSI. If only a portion of a current tax lot is to be restricted, the phrase *part of or portion of* shall be used on the ROSI. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Office of Green Acres (See N.J.A.C. 7:36-20.3).

The completed ROSI must be duly executed and certified by the Local Unit's Chief Executive Officer and planning board chairperson (or equivalent). The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page.

All pages, including this Page 1 and the following Page 2, of the ROSI must be submitted.

Special Notes

Lands held by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Unit.

If lands held by the Local Unit for recreation and conservation purposes are omitted from this ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. This ROSI, as completed and duly executed, shall be incorporated into, and be a part of, both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.

Recommendations

The Local Unit's planning board, and other boards or commissions, are encouraged to participate in the preparation and review of this ROSI. When preparing the ROSI, the listed parcels of parkland should be confirmed by reference to the tax maps that are required to be submitted as part of the Green Acres application (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii).

The Local Unit's governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan.

The Local Unit's governing body should officially and permanently dedicate all lands held for recreation and conservation purposes. However, failure to do so shall have no effect on the validity of the Declaration.

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Definitions

For the purposes of this ROSI, the following definitions shall apply whenever the quoted words, or a form of the word are used:

“Declaration” means the recordable, written instrument executed by the Local Unit which declares that all of the Local Unit’s funded and unfunded parklands are subject to Green Acres restrictions.

“Development” means any improvement or physical alteration designed to expand or enhance the use of parkland for recreation and conservation purposes.

“Funded parkland” means parkland that a Local Unit has acquired or that a Local Unit has developed with Green Acres funding.

“Held” means owned, leased, or otherwise controlled (by the Local Unit for recreation and conservation purposes).

“Lands” means real property, including improvements, rights-of-way, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

“Local Unit” means a municipality or county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes.

“Parkland” means land acquired, developed, and/or used for recreation and conservation purposes.

“Recreation and conservation purposes” means the use of lands for parks, natural areas, forests, camping, fishing, reservoirs, water reserves, wildlife preserves, hunting, boating, winter sports and similar uses for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres Bond Acts. This term also includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88 and P.L. 1995, c.204; and the use of ecological and biological study areas pursuant to P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204.

“ROSI” means the listing of all parcels of land held by a Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds, including a description sufficient to identify each such parcel.

“Time of receipt of Green Acres funds” means at all times beginning on the date of the letter from the Department under N.J.A.C. 7:36-6.7 or 12.5 notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

“Unfunded parkland” means parkland, other than funded parkland, that is held by the Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds.

Legislative References

N.J.S.A. 13:8A-1 et seq.; N.J.S.A. 13:8A-19 et seq.; N.J.S.A. 8:A-35 et seq. (as amended and supplemented); N.J.A.C. 7:36-1 et seq.; 16 U.S.C. 460 s.1 et seq.

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: **KEANSBURG**County: **MONMOUTH**

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named **Tax Map, Borough of Keansburg** and is dated **June 30, 1980, revised August, 2004**.

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

(*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
1.	St. Johns Place	St. Johns Park	163	14, 15, 16.01*	10.52	Funded
2.	Forest Avenue	Forest Park	151	1	1.23	Unfunded
3.	Wood Avenue	Collins Field	162	13,18, 16**, 17*	1.21+/-	Funded
4.	Hill Street	Hill Street Park	75	15-19		
			78	11,12,13	1.01	Unfunded
5.	Carr Avenue	Memorial Monument	85	1	0.07	Unfunded
6.	Main Street	Friendship Park	94	48	0.40	Unfunded
7.	Beachway	Waterfront Park	184	3*,5	14.50+/-	Funded
8.	Fox Avenue	Firemen's Memorial	44	1	0.10	Unfunded
9.	Carr Avenue	JFK Playground	83	1*	0.40+/-	Unfunded
10.	Twilight Avenue	Beachfront access	26	15, 16	0.30 +/-	Unfunded
11.	Waterview/Neptune Pl.	Recreation fields***	26	4	0.25+/-	Funded
12.	Park Ave & Shore Blvd	Lincoln Park	43	1	0.10+/-	Unfunded
13.	Main Street/Beachway	Recreation fields***	22	7	0.25+/-	Unfunded
14.						
15.						
*	<i>Portion of lot(s)</i>					
**	<i>Easement for park (lease from Monmouth County Park System) on Lot 16 included in Area.</i>					
***	<i>Unnamed Fields</i>					
	Subtotal of Acres on this Page					30.34+/-
	Total Acres of developed and partially developed lands from <u>all</u> pages of this ROSI...					30.34+/-

**EXHIBIT I to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: KEANSBURG

County: MONMOUTH

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named **Tax Map, Borough of Keansburg** and is dated **June 30, 1980, revised August, 2004..**


Wholly Undeveloped Lands Held for Recreation and Conservation Purposes

(*If necessary, use the second page following & after Page 4 for additional wholly undeveloped lands)

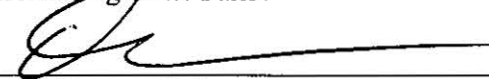
<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
A.	N/A	N/A	N/A	N/A	N/A	N/A
B.						
C.						
D.						
E.						
F.						
G.						
H.						
I.						
J.						
K.						

Subtotal of Acres on this page00
Total Acres of wholly undeveloped lands from all pages of this ROSI..... 30.34+/-

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising 4 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 12th day of May, 2008, for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled Keansburg Skate Park .



 Thomas P. Cusick, Acting Borough Manager
 Chief Executive Officer of Local Unit
 Date: MAY 12, 2008



 Owen McKenna, Chairman
 Planning Board Chairperson (or equivalent)
 Date: MAY 12, 2008

This Certification is to be signed only on this page, Page 4, of EXHIBIT 1 to DECLARATION.

Appendix 4: Sign Ordinance

ORDINANCE

**AN ORDINANCE OF THE BOROUGH OF KEANSBURG, COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AMENDING AND SUPPLEMENTING CHAPTER 22 ENTITLED "DEVELOPMENT REGULATIONS"**

BE IT ORDAINED by the governing body of the Borough of Keansburg, County of Monmouth, and State of New Jersey as follows:

Section 1 Existing Section 22-6.24 of the Keansburg Borough Code, entitled "Signs", is hereby amended as follows (new text is **bold and underlined**; text to be deleted is ~~**bold and stricken through**~~):"

d. *Permitted Signs.*

1. Exempt Signs. The following signs shall be exempt from the requirement of obtaining a development permit.

(t) Public access signs

(1) Signs shall be erected at all public access points identifying the area as such.

(2) Public access signs shall be maintained by the property owner and clear of obstruction and visible to the public.

I, THOMAS P. CUSICK, Clerk of the Borough of Keansburg, in the County of Monmouth, New Jersey, do hereby certify that the foregoing is a true copy of an Ordinance duly adopted by the Borough Council at its regularly scheduled public meeting on October 18, 2017

Thomas P. Cusick
Municipal Clerk

22-7.24 Signs.*

All signs shall conform to the provisions of this subsection and to the applicable requirements of the New Jersey Uniform Construction Code.

a. *General Objectives.*

1. To protect the public health, safety and welfare by restricting signs which impair the public's ability to receive information, violate privacy, or which increase the probability of accidents by distracting attention or obstructing vision.
2. To encourage signs which promote a desirable visual environment through creative yet orderly design arrangements.
3. To encourage signs which aid orientation, identify activities, describe local history and character or serve other education purposes.
4. To encourage the replacement of nonconforming signs by conforming signs through the strict enforcement of the procedures and requirements of this subsection.

b. *Application Procedures.* Application for development permit.

1. Application shall be made to the Administrative Officer (Zoning Officer) for the issuance of a development permit by any person wishing to erect, alter, modify, or expand any sign, except "Exempt Signs".
2. If the Administrative Officer (Zoning Officer) determines that a sign requires the issuance of a development permit, is not part of an application for site plan, subdivision, conditional use, or variance approval, is permitted as an accessory structure within the zone and meets the applicable Sign Schedule requirements, the officer shall issue a development permit. The applicant may then apply for a sign construction permit and any other permits that may be required.
3. If the Administrative Officer determines that the proposed sign is part of subdivision, site plan, or conditional use application or that it does not comply with applicable regulations, Sign Schedule requirements or other sign regulations, the officer shall instruct the applicant that Planning Board or Board of Adjustment approval of an application for development is required and the officer shall further advise the applicant which Board has jurisdiction in accordance with the following schedule:

Sign Type	Board Jurisdiction
Signs indicated on plats which are part of a development application before the Planning Board	Planning Board
Signs indicated on plats which are part of a development application before the Board of Adjustment	Board of Adjustment
Signs not permitted	Board of Adjustment

c. *General Standards.* The following general standards shall apply to all signs:

1. Prohibited Signs. All signs not specifically permitted are prohibited.
2. Signs to Relate to Use of Property. All signs, un-less specifically stated otherwise in this section, shall relate to the use or occupancy of the property upon which the sign is located.
3. Modification of Graphic Content. The graphic content of a sign may be modified without obtaining a development permit, provided that the proposed graphic content complies with all applicable provisions of this subsection, except that any condition of approval contained in a resolution of either the Planning

Board or Board of Adjustment, which specifies graphic content of the sign, shall require that a new or amended approval be issued by said Board prior to graphic content modification.

4. Illumination.
 - (a) Unless specifically stated otherwise in this section, all signs may only be illuminated in accordance with the performance standards found in this section.
 - (b) An illuminated sign located on a lot adjacent to or across the street from any residential district and visible from such residential district shall not be illuminated between the hours of 11:00 p.m. and 7:00 a.m. unless the use to which the sign pertains is open for business during those hours.
 - (c) No sign shall contain blinking, flashing, flickering, tracer or sequential lighting and shall remain stationary and constant in intensity and color at all times.
 - (d) All wiring for permanent illuminated signs shall be installed and maintained so that it is not within public view. The running of wiring or conduit along the exterior wall of a building to access a sign is specifically prohibited except that the Construction Official may permit exterior conduit if in the judgment of the Official there is no practical way to run the conduit so that it is not within public view.
5. Obstruction of Access Ways. No sign or sign structure shall obstruct a fire escape, door, window, or other required access way. No sign shall be attached to a standpipe or fire escape, except those signs required by the Municipal Authority.
6. Obstruction of Window Surface. No sign shall project over, occupy or obstruct any window surface required for light or ventilation by any application by any applicable law, ordinance or regulation.
7. Traffic Safety.
 - (a) No sign shall be maintained at any location where by reason of its position, size, shape, content or color, it may, in the opinion of the Chief of Police, obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal or device, or where it may interfere with, mislead or confuse traffic.
 - (b) No sign which uses the words "Stop", "Look", "Caution", "Danger", or any similar wording, which may confuse or mislead the public, shall be permitted.
 - (c) No sign, nor any part of a sign, shall obstruct a sight triangle required by Section 22-9 of this Chapter.
8. Signs in Rights-of-Way. No sign or any part of a sign, except publicly owned or authorized signs, shall be placed in or extend into or over any public right-of-way.
9. Sign Permanency. All signs shall be securely affixed in a permanent manner to either the ground or building, unless specifically stated otherwise in this subsection.
10. Signs Affixed to Certain Structures. No sign shall be affixed to any roof, tree, fence, utility pole, or other similar structure nor placed upon motor vehicles which are continually or repeatedly parked in a conspicuous location to serve as a sign, however, nothing is intended to prohibit the placement of signs not exceeding three (3') feet in any dimension, directing traffic or identifying various parking locations within a lot on light poles and utility poles erected therein. Signs painted on pavement surfaces shall be restricted to traffic control markings only.
11. Advertising Flags, Banners, Pinwheels. No advertising flags, banners, pinwheels, portable signs, or similar advertising devices shall be permitted.
12. Animated or Moving Signs. No animated or moving signs shall be permitted, except for the required movement of time and temperature displays.
13. Painted Signs. No sign may be painted directly on the surface of any building, wall, fence or similar structure.

14. Sparkling and Glittering Signs. No sign may utilize reflection enhanced or fluorescent colors or contain any material which sparkles, reflects or glitters, however, nothing herein is intended to prohibit the use of reflective paint on signs directing traffic or identifying various locations within a property.
 15. Sign Measurement.
 - (a) Area to be included. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or sign face and provided that such structure or bracing has a total horizontal projected width less than twenty (20%) percent of the sign width or six (6") inches. Where a sign has two (2) sign faces back-to-back and parallel to each other, the area of only one face shall be included in determining the area of the sign.
 - (b) Area of Signs with Backing. The area of all signs with backing shall be measured by computing the area of the sign backing.
 - (c) Area of Signs without Backing. The area of all signs without backing shall be measured by computing the area of the smallest geometric figure which can encompass all words, letters, figures, emblems and other elements of the sign message with a clearance of at least four (4") inches from any such element.
 - (d) Height of Signs. Sign height shall be measured between average grade and the highest point of the highest element of the sign.
 16. Multiple Sign Faces. No sign may contain more than one sign face, except that two (2) sign faces back-to-back and parallel to each other (no angle between sign faces) (commonly known as a double faced sign) shall be permitted. No double faced sign shall be greater than eighteen (18") inches in thickness as measured between sign faces.
 17. Graphic Content Coverage. The maximum coverage of any sign face by graphic contents shall not exceed sixty (60%) percent.
- d. *Permitted Signs.*
1. Exempt Signs. The following signs shall be exempt from the requirement of obtaining a development permit.
 - (a) Governmental signs; erected or authorized by a governmental unit.
 - (b) Nameplate signs; provided that such signs are limited to no more than one (1) wall or ground sign per occupancy; are no more than seventy-five (75) square inches in area; are nonilluminated, or externally illuminated; and, if a ground sign are no more than three (3') feet in height.
 - (c) Warning signs; provided that such signs are limited to no more than two (2) wall or ground signs per occupancy; are no more than three (3) square feet in area each; are nonilluminated; and if a ground sign are no higher than three (3') feet in height.
 - (d) Construction signs; provided that such signs are limited to no more than one (1) wall or ground sign per parcel; are no more than thirty-two (32) square feet in area; are nonilluminated; and are maintained for no more than fourteen (14) days following the conclusion of the construction in question.
 - (e) Temporary window signs; provided the area of window signs displayed does not exceed twenty-five (25%) percent of the area of the window in which they are shown.
 - (f) Special events signs; provided that there are no more than three (3) placed in any business at any given time and they are nonilluminated, and are maintained for a period of no longer than forty-five (45) days before the applicable event nor more than three (3) days after such event.
 - (g) Real estate signs; provided that such signs are limited to no more than one (1) wall or ground sign per property; are not more than six (6) square feet in area per residential lot; are no higher than

six (6') feet if a ground sign. Use of the word "sold" or any other notation to indicate that the real estate is no longer on the market is specifically prohibited.

- (h) On-site informational signs; provided that each sign is limited to a wall, window or ground sign of not more than two (2) square feet in area and not more than seven (7') feet in height above grade. The sign may include a business name or logo but shall not include any advertising message. In locations where more than one (1) business share a common vehicular access, signs marking entrances and exits shall contain only the name of the shopping or business center. Multiple signs identifying each tenant or use are specifically prohibited.
- (i) Flags and emblems of a government or of a political, civic, philanthropic, educational or religious organization.
- (j) Private sale and event signs; provided that such signs are no more than six (6) square feet in area; are located entirely on the premises where such sale or event is to be conducted or on other private property pursuant to the owner's consent; are clearly marked with the name, address and telephone number of the person responsible for the removal of such sign; are erected not more than thirty-six (36) hours in advance of such sale or forty-five (45) days in advance of such event; and are removed on the day following the conclusion of such sale or event. No more than four (4) signs may be placed on any business property nor more than one (1) on any residential property.
- (k) Portable signs but only for motor vehicle service stations and subject to these restrictions:
 - (1) Maximum size forty-eight inches by sixty inches (48"x60").
 - (2) Maximum two (2) per motor vehicle service station.
 - (3) May only display price or special sale information.
 - (4) May only be displayed when station is open for business.
- (l) Traffic signs and signals. Temporary or permanent traffic signs and signals installed or authorized by the Borough, County, or State for the purpose of directing and regulating the flow of traffic.
- (m) Public transportation signs. Signs indicating public transportation stops when in-stalled or authorized by the Borough or a public transportation authority or agency.
- (n) Vacated property signs. Provided that only one (1) such sign shall be provided either affixed to a building wall or located within a window; not exceeding six (6) square feet in area; nor displayed for longer than sixty (60) days following vacating the property.
- (o) Signs on machines. Signs which are an integral part of vending machines, including gasoline pumps, milk and ice machines, provided that they do not collectively exceed three (3) square feet in area per machine.
- (p) Interior signs. Signs which are located within buildings and not within eighteen (18") inches of a window visible from a public street or public parking facility.
- (q) Political signs. It is recommended that such signs are not more than twelve (12) square feet in area if located in a nonresidential district or more than six (6) square feet in area if located in a residential district; are limited to not more than one per lot; are located entirely on private property pursuant to the owner's consent; are clearly marked with the name, address, and telephone number of the person responsible for the removal of such sign; are erected not more than forty-five (45) days prior to such election; and are removed within fourteen (14) days following such election.
- (r) Historical or architectural designation signs; provided that such signs are limited to no more than one (1) wall or ground sign per occupancy; are no more than six (6) square feet in area; are not illuminated and contain no commercial advertising.
- (s) Home occupation signs; provided that such signs are limited to no more than one (1) wall sign per occupancy; are no more than one (1) square foot in area; and are nonilluminated.

(Ord. #1045, §7.24)

(t) Public access signs

- (1) Signs shall be erected at all public access points identifying the area as such.
- (2) Public access signs shall be maintained by the property owner and clear of obstruction and visible to the public.

**SCHEDULE OF SIGN REGULATIONS
(SUBSECTION 22-7.24)**

[Click here](#) to see Schedule of Sign Regulations

Appendix 5: 2010 DEP Permit



BOROUGH OF KEANSBURG

MUNICIPAL OFFICES

July 28, 2010

Francis W. Mullan, P.E.
T & M Associates
Eleven Tindall Road
Middletown, New Jersey 07748

RE: DEP Permit for Outfall Replacement

Dear Fran:

Enclosed herewith is a copy of the permit issued by the Department of Environmental Protection to the Bureau of Coastal Engineering for the replacement of outfalls in the Borough.

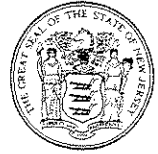
Very truly yours,

Thomas P. Cusick
Municipal Clerk

Enclosure



STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 (See Issuing Division below)
 PERMIT*



The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. 1321-03-0001.3 (CAF 090001, WFD 090001)	Application No. 1321-03-0001.3 (CAF 090001, WFD 090001)
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Issuance Date JUL 22 2010	Effective Date JUL 22 2010	Expiration Date JUL 22 2015
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Name and Address of Applicant NJDEP Bureau of Coastal Engineering 1510 Hooper Avenue Toms River, NJ 08753	Name and Address of Owner Keansburg Borough 29 Church Street Keansburg, NJ 07734	Name and Address of Operator Same
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Location of Activity/Facility (Street Address) Beach parallel to Beach Way Blocks 184 and 26, Lots 4, 5 and 16 Keansburg, Monmouth County	Issuing Division Division of Land Use Regulation	Statute(s) NJSА 13:19-1 NJSА 12:5-3 NJSА 58:10A
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Type of Permit: Coastal Area Facilities Review Act Permit; Waterfront Development; Water Quality Certificate	Maximum Approved Capacity, if applicable
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This permit grants permission to: do an in-kind replacement of five (5) existing outfalls (outfall numbers: # 11, # 12, # 13, # 14 and # 16) and their associated support structures, and necessary repairs to their concrete box housing structures. Replace two (2) force main lines within the same footprint and install two new pump stations, at outfall # 13 and # 16.

This work is shown on three (3) sheets: Sheet 2 of 15, entitled "BAY OUTFALL REPLACEMENTS VARIOUS LOCATIONS PLAN VIEW-FISHING PIER # 11 AND CARR AVENUE # 12", dated March 11, 2009, last revised October 30, 2009; Sheet 3 of 15 entitled "BAY OUTFALL REPLACEMENTS VARIOUS LOCATIONS PLAN VIEW-RARITAN AVENUE # 13 AND BAYVIEW AVENUE # 14" dated March 11, 2009, last revised October 30, 2009; and Sheet 4 of 15 entitled "BAY OUTFALL REPLACEMENTS VARIOUS LOCATIONS PLAN VIEW-BEACON LIGHT AVENUE # 16" dated March 11, 2009, last revised March 9, 2010. All plans were prepared by Birdsall Engineering, Inc.

Prior to construction, the applicant shall apply for and receive a one-fee tidelands license from the Bureau of Tidelands for the replacement of the outfall structures. Failure to comply with this condition will result in fines up to \$1000 plus \$100 per day, a higher fee for the conveyance and possible prosecution by the Attorney General's Office to remove unauthorized structures and to pay use and occupancy charges.

This permit is authorized under and in compliance with the applicable Rules on Coastal Zone Management (N.J.A.C. 7:7E-1.1 et seq.) provided permit conditions contained herein are met.

The permittee shall allow an authorized representative of the Department of Environmental Protection the right to inspect construction pursuant to N.J.A.C. 7:7-1.5(b)4.

Prepared By:
 Kara Turner

(This permit is not valid unless all four (4) pages are attached and the authorized signature of the Bureau Manager of the New Jersey Department of Environmental Protection Division of Land Use Regulation appears on Page 4)

TERMS AND CONDITIONS:

This permit is issued subject to and provided that the following conditions can be met to the satisfaction of the Division of Land Use Regulation. All Administrative Conditions must be met prior to construction unless otherwise specified. The issuance of this permit does not relinquish any Tidelands claims, if any. All Physical Conditions are subject to on-site compliance inspection. Please notify the Bureau of Enforcement, (401 East State Street, P.O. Box 422, Trenton, New Jersey 08625), in writing at least 3 days prior to commencement of construction or site preparation.

Administrative Conditions:

1. This permit shall be RECORDED in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES in the applicable counties) in the county wherein the lands included in the permit are located within ten (10) days after receipt of the permit by the applicant and verified notice shall be forwarded to the Land Use Regulation Program immediately thereafter.
2. No regulated work may commence until such time as you have obtained a Department of the Army authorization. You are advised to contact the New York District.
3. The Borough of Keansburg must continue to provide public access to the waterfront from all street-ends. If, at some future date, the Borough vacates any or all of the street-ends, they must include in the vacation documents, provisions for the maintenance of public access. Copies of the vacation documents must be provided to the Division for review and approval prior to enactment.
4. Public access must be clearly marked and maintained on-site at all times. The designated public access areas including signage are to remain in perpetuity.
5. This permit does NOT authorize any dredging activities. Any dredging activities will require a separate Waterfront Development permit from the Division of Land Use Regulation and must comply with the policies on Maintenance or New Dredging (7:7E-4.11(f) & (g)).
6. Acceptance of permit: If you begin any activity approved by this permit, you thereby accept this document in its entirety, and the responsibility to comply with the terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction.
7. In accordance with N.J.A.C. 7:7-5.1, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, PO Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist. If a person submits the hearing request after this time, the Department shall deny the request. The DEP bulletin and checklist are available through the Department's website at www.state.nj.us/dep. The Checklist is available through the Division's website at www.state.nj.us/dep/landuse/forms/index.html.
8. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.

TERMS AND CONDITIONS:

Coastal Permit General Conditions:

1. This permit is revocable, or subject to modification or change at any time, pursuant to the applicable regulations, when in the judgement of the State of New Jersey Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.
2. The issuance of the permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.
5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State of New Jersey a party in any suit or question of ownership.
6. A copy of this permit shall be kept at the work site, and shall be exhibited upon the request of any person.
7. Any construction, grading, removal of vegetation, or other activity at this site that affects a regulated area, other than specifically approved by this permit or as detailed by the approved drawings, shall require additional approvals from the Department. The commencement of such regulated activities without the appropriate approvals shall be in violation of State law.
8. In case of conflict, the conditions of this permit shall supersede the plans and/or engineering data.

Physical Conditions:

1. A survey for the presence of piping plover, black skimmer, and least terns must be completed by a qualified individual and submitted to the NJDEP Division of Land Use Regulation and NJDFW before any work can occur between March 15 and August 31 of any given year. If the presence of any of the listed species is detected, no work may occur from March 15 to August 31 of any given year.
2. A survey for the presence of the seabeach amaranth (*Amaranthus pumilus*) must be completed by a qualified individual one week prior to any work being completed between May 15 and November 30. If there is a presence of the seabeach amaranth, or piping plovers, work must cease and the applicant/municipality should contact the United States Fish and Wildlife Service at (609) 646 9310.

In the situation where either a state- or federally-listed species is found, the Division of Fish and Wildlife's Endangered and Nongame Species Program should be contacted at (609) 628-2103, for the determination of an appropriate work plan.

TERMS AND CONDITIONS:

3. The applicant must make specific arrangements to ensure the continuous maintenance and efficient operation of all proposed water quality measures on the site. This includes, but is not limited to, the cleaning and inspection of all water quality inlets at least twice a year and after every major storm, and the continuous implementation of appropriate soil conservation practices within any grassed swales, stormwater outfall structures and other similar appurtenances throughout the site in order to limit soil erosion and sediment discharge into adjacent waterways.
4. **As a condition of this permit, all areas of temporary disturbance shall be restored to its pre-existing condition and grade. Within one year of project completion, the permittee shall stabilize the existing dunes with additional vegetation. The vegetation should consist of species indigenous to the region. The proposed dune vegetation should be limited to the following species: American Beachgrass (*Ammophila breviligulata*), Coastal Panicgrass (*Panicum amarulum*), Bayberry (*Myrica pennsylvanica*), Beach Plum (*Prunus maritima*), and Shore Juniper (*Juniperus conferta*). Although they may not be available from commercial nurseries at this time, the following plant species are also well suited to the dune environment: Seaside Glodenrod (*Solidago sempervirens*), Beach Pea (*Lathyrus japonicus*), Sea Oats (*Uniola paniculata*), Bitter Panicgrass (*Panicum amarum*), and Saltmeadow Cordgrass (*Spartina patens*). For further guidance, please refer to N.J.A.C. 7:7E-3A.4 of Subchapter 3A, Standards for Beach and Dune Activities.**
5. 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.
6. Prior to commencement of construction, a silt fence shall be erected at the limit of disturbance along the waterward side of the development with a 10-foot return on each end. This fence must be maintained and remain in place until all construction and landscaping activities are completed.
7. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilize in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey", (obtainable from local Soil Conservation District Offices) promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. And N.J.A.C. 2:90-1.3 though 1.14. These standards are hereby incorporated by reference.
8. All excavation shall be monitored for the presence of acid-producing soil deposits. If such deposits are encountered, the permittee shall adhere to the mitigation and disposal standards outlined in the Flood Hazard Area Technical Manual. Furthermore, an annual post-planting monitoring program shall be established to ensure that the re-establishment of vegetation in all disturbed areas, and in each individual basin, achieves a minimum 85% plant survival and coverage rate after two complete growing seasons. Failure to achieve this survival rate shall require the implementation of additional corrective measures and/or the reevaluation of this acid producing soil mitigation proposal to ensure the 85% survival rate requirement.

TERMS AND CONDITIONS:

9. All fill material used on site shall come from a suitable source and be clean and free of toxins.
10. All refuse and debris shall be re discarded and legally disposed of offsite when construction activities are complete.



Colleen Keller, Supervisor
Bureau of Coastal Regulation
Division of Land Use Regulation



Date

Cc: Bureau of Coastal and Land Use Enforcement
Municipal Construction Official
Municipal Clerk

Appendix 6: 2011 State Aid Agreement

STATE AID AGREEMENT
BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
THE BOROUGH OF KEANSBURG
PROJECT NO. 4216-08
KEANSBURG OUTFALL REPLACEMENT PROJECT

THIS AGREEMENT made and executed this 15th day of April, Two Thousand and ~~Ten~~ ^{Eleven} BY AND BETWEEN THE BOROUGH OF KEANSBURG, a Municipal Corporation in the County of Monmouth, New Jersey, hereinafter called the "Municipality", and the STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the "Department", OFFICE OF ENGINEERING AND CONSTRUCTION, hereinafter called the "Office".

WHEREAS, the Municipality requested state aid assistance for the shore protection project that includes the replacement of five existing outfalls, their associated support structures and repairs and/or replacement to their concrete box housing structure in the Borough of Keansburg; and

WHEREAS, the Office has the full authority to perform all of its responsibilities for the project under New Jersey State Law PL 92, c. 148; PL 95, c. 164; PL 99, c. 138; PL 01, c. 130; and N.J.S.A. 12:6A-1, et seq.; and

WHEREAS, the Municipality has the full authority to perform all of its responsibilities for the project under N.J.S.A. §§ 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq., and the Mayor of the Municipality is duly authorized to enter this Agreement; and

WHEREAS, the Office has received funding from the capital construction appropriation for Shore Protection projects for the operation and maintenance of the Bayshore Flood Control Facility and has committed an amount not to exceed \$3,000,000.00 of eligible project costs to the Keansburg outfall replacement project for such shore protection work; and

WHEREAS, the Office, pursuant to said approval by the Department, will execute a formal contract for the construction of the project in compliance with local public contract laws; and

WHEREAS, the cost sharing of this construction shall be 100% State, up to the maximum of \$3,000,000.00 for the replacement of five existing outfalls, their associated support structures and repairs and/or replacement to their concrete box housing structure. This 100% State funded outfall work is from the concrete box structure waterward of and including the existing box structure. The State will not fund any outfall work that occurs landward of the existing box control structure. All outfall work landward of the existing box structure to the street is the 100% responsibility of the municipality; and

WHEREAS, State Aid funding shall be utilized for actual construction work and materials. No funds shall be paid for administrative costs, permits, engineering, or legal fees; and

WHEREAS, the Department and the Municipality must provide public access to and use of the beach and the Atlantic Ocean benefited by the project in accordance with State laws and regulations; and

WHEREAS, the expenditure of public funds is conditioned upon compliance with the State of New Jersey Department of Environmental Protection's Coastal Zone Management rules and all other applicable laws, rules and regulations; and

WHEREAS, on July 22, 2010 the New Jersey Department of Environmental Protection issued a Coastal Area Facilities Review Act and Waterfront Development Permit No. 1321-03-0001.3 (CAF 090001, WFD 090001) for the Keansburg Outfall Replacements Project, Borough of Keansburg, Monmouth County, New Jersey; and

WHEREAS, public access points to the beachfront are provided at the following street ends at Beachway Avenue and Oakwood Place, Bay Avenue, Highland Avenue, Carr Avenue, Raritan Avenue, Belleview Avenue, Oceanview Avenue, Seaview Avenue, Bayview Avenue, Pineview Avenue, and Main Street; and

WHEREAS, approximately 290 public parking spaces on all public streets, avenues, in the project area and an additional 450 free parking spaces in the public lot at the west side of Beachwood and Pinewood Avenue; and

WHEREAS, public restroom facilities are available at the north side of Beachway at the intersection with Raritan Avenue; and

NOW THEREFORE, both parties hereto do mutually agree as follows:

(1) Municipality shall provide perpetual easements for the properties listed in Appendix B and, in accordance with the terms of Appendix C, necessary for public access to and use of the entire shoreline and tidal lands. The easement shall also provide construction access necessary for initial construction, and routine maintenance to be performed by the Municipality, including providing access to the Office, the Department, the U.S. Army Corps of Engineers, their representatives, employees, agents, and contractors. The certification that perpetual easements in accordance with Appendix C have been obtained and recorded shall be provided to the Office prior to bidding the project.

(2) In satisfying its obligations in this Agreement, the Municipality shall comply with all the Department's Coastal Zone Management rules (N.J.A.C. 7:7E-1 et seq.) including but not limited to: Dunes (7:7E-3.16); Overwash Areas (7:7E-3.17); Coastal High Hazard Areas (7:7E-3.18); Erosion Hazard Areas (7:7E-3.19); Beaches (7:7E-3.22); Endangered or Threatened Wildlife or Plant Species Habitat (7:7E-3.38); Coastal Engineering (7:7E-7.11).

(3) All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with law.

(4) The Municipality shall provide to the Office copies of recorded easements required by (1). If the Municipality does not fully comply with the requirements of (1), the Municipality will be in breach of its obligations under this Agreement unless the Office, in its sole discretion, determines to extend the time for compliance. If the Office elects not to extend the time for compliance, the Municipality will be deemed in breach, and the Office may exercise any remedy available to it under this Agreement or at law or equity, including a remedy to require specific performance by the Municipality of its obligations under this Agreement.

(5) The Municipality as a public entity recognizes its continuing obligation to ensure compliance with the Public Trust Doctrine in accordance with the laws of the State of New Jersey.

(6) The Municipality shall allow the Office, the Department, the U.S. Army Corps of Engineers, and their representatives, employees, agents, and contractors the right to access and conduct project operations along the beachfront, during and after periods of construction, surveillance, monitoring, engineering and environmental data collection. Project operations shall include any activities necessary for effecting or verifying any provisions of this Agreement.

(7) The Office will pay 100% of the funding for the construction and replacement of five existing outfalls, their associated support structures and repairs and/or replacement to their concrete box housing structure up to the maximum of \$3,000,000.00. This 100% State funded outfall work is from the concrete box structure waterward of and including the existing concrete box structure. The State will not fund any outfall work that occurs landward of the existing box control structure. If any outfall work occurs landward of the existing box structure to the street it will be 100% paid for by the Municipality, as per the Project Cost Sharing Analysis at Appendix A. If the municipality has the associated federal and state permits and elects to perform outfall work landward of the existing box structure to the street as part of the project, the municipality's share is to be paid to the Office in accordance with (9), (10), and (11) below. The Municipality is responsible for 100% of all costs associated with engineering design, preparation of plans, and completion of technical specifications.

(8) The approximate project cost to the Municipality as detailed in Appendix A is estimated as follows: \$0.00.

(9) All project costs are estimates subject to adjustment by the Office, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the State and the Municipality. The cost of the project may increase due to the linear footage of the outfalls and cost for construction. The cost of the project may increased due to requested betterments, i.e. additional work to the project paid for at 100% cost by the Municipality for non shore protection work. The final cost will be based on actual cost as documented by records maintained by the Office.

(10) The Municipality's share of the projected cost of the project is due to the Office no later than 30 days from the Municipality's receipt of the determination of low bid letter from the Office. The Office shall not execute a contract for construction of the project until the Municipality pays to the Office their respective share of the contract amount. The cost of the project may increase due to unforeseen reasons and the final cost will be based on actual cost as documented by records maintained by the Office. The Office will invoice the Municipality for the Municipality's share of any increase in project cost, prior to the closeout of the construction contract for the project. The Municipality shall make payment within 30 days of its receipt of the invoice, unless the Office agrees to a longer time period. If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, then the Office reserves all legal recourse including but not limited to seeking injunctive relief to force compliance or commencing an action in a court of appropriate jurisdiction to obtain an accounting and to recover the State's share of any funds provided to the Municipality under this Agreement, plus interest, legal costs and other expenses. If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, the Office reserves the right to cease its performance under this Agreement. Further, if the Municipality fails to provide its share, or any portion thereof, of the funding in the time and manner required, the Office reserves the right to withhold from the Municipality payment of funds for present or future work on any phase of the Project necessary for the Office to recover that share of the funding that the Municipality has failed to provide. Prior to instituting any action under this provision, the Office shall serve the Municipality with a written notice of the violation of the Agreement and the Municipality shall have 60 days to cure any breach or nonpayment. In addition, if the Municipality fails to perform in accordance with this Agreement, its eligibility for future shore protection funds may be impacted.

(11) If the Office fails to receive annual appropriations in amounts sufficient to meet the Office's project costs for the then current or upcoming fiscal year, the Office shall so notify the Municipality in writing, and 60 days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. Such suspension shall remain in effect until such time as the Office receives sufficient appropriations or until either party elects to terminate this Agreement. Any such termination shall not relieve the parties of liability for any obligation previously incurred.

(12) All notices under this agreement shall be sent in writing to:

For the Office:

David Rosenblatt, Administrator
Office of Engineering & Construction
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

For the Municipality:

The Honorable James Cocuzza Sr., Mayor
Borough of Keansburg
29 Church Street
Keansburg, New Jersey 07734-1497

Thomas Cusick, Clerk
Borough of Keansburg
29 Church Street
Keansburg, New Jersey 07734-1497

The Municipality herein represents that it has complied with all conditions and obligations imposed by any prior State Aid Agreement with the Department or the Office or has entered into a compliance schedule, which is made a part of this Agreement and is attached hereto.

(13) The waiver of a breach of any of the terms or conditions of this Agreement by the Office shall not constitute a waiver of any subsequent breach. Any consent by the Office to a delay in the Municipality's performance of any obligation shall apply only to the particular transaction to which the consent to delay relates, and it shall not be applicable to any other obligation or transaction under this Agreement.

(14) In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.

(15) Nothing contained herein shall be construed so as to create rights in any third party.

(16) This agreement will take effect upon execution by all parties and will remain in effect, except as otherwise provided in the Agreement, and can be amended by agreement of the parties.

(17) This Agreement may be executed in counterparts.

(18) If any provision of this Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Declaration and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(19) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

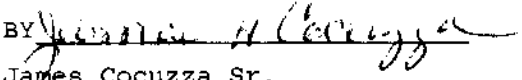
(20) Once the project is complete, the Municipality is responsible for all future maintenance costs associated with upkeep and repair of the project. In order to perform certain beach and dune maintenance activities, the Municipality must have a valid beach and dune maintenance permit issued from the Department's Division of Land Use Regulation. All beach and dune maintenance activities shall be carried out in accordance with the Standards for Beach and Dune Activities (N.J.A.C. 7:7E-3A.1-4).


(21) All parties understand and agree that the intent of this project is to provide shoreline stabilization and storm damage reduction along the Raritan Bay. This project has been designed by the Municipality and reviewed and approved by the Office. Due to natural forces and/or changing conditions, there is no guarantee that the structure will maintain its engineering integrity and effectiveness post construction.

IN WITNESS WHEREOF, the Municipality and the Office have hereunto set their respective names on the day and year first above written.

BOROUGH OF KEANSBURG

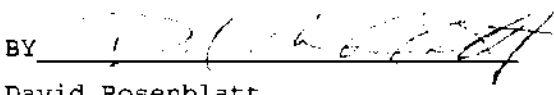
ATTESTED:

BY 
James Cocuzza Sr.
Mayor



Thomas Cusick
Clerk

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
STATE OF NEW JERSEY

ATTESTED:


BY 
David Rosenblatt
Administrator
Office of Engineering & Construction

APPROVED:

BY 
Amy Cradic
Deputy Commissioner
Natural & Historic Resources

The aforementioned agreement has been reviewed and approved as to form.

Paula T. Dow
Attorney General of New Jersey

BY 
Deputy Attorney General

APPENDIX A

BOROUGH OF KEANSBURG

PROJECT NO. 4216-08

KEANSBURG OUTFALL REPLACEMENT PROJECT

PROJECT COST SHARING ANALYSIS

The estimated project cost breakdown for the Keansburg Outfall Replacement Project No. 4216-08 is to be cost shared between the State of New Jersey and the Borough of Keansburg as follows:

Borough of Keansburg 0% Share:	\$	0.00**
State of New Jersey 100% Share:	\$3,000,000.00	
Total Estimated Project Cost:	\$3,000,000.00	

** Any outfall work landward of the existing box structure to the street will be funded 100% by the municipality. The State will not fund any outfall work that occurs landward of the existing box control structure.

APPENDIX B

PERPETUAL EASEMENTS

PERPETUAL EASEMENTS WILL BE ACQUIRED FOR:

<u>BLOCK NO.</u>	<u>LOT(S)</u>	<u>DESCRIPTION/REMARKS</u>
26	16	BOROUGH OF KEANSBURG-BEACHFRONT
184	4	PRIVATE
184	5	BOROUGH OF KEANSBURG-BEACHFRONT

APPENDIX C

Prepared by:

DEED OF DEDICATION AND SHORE PROTECTION EASEMENT

THIS DEED OF DEDICATION AND SHORE PROTECTION EASEMENT is made this _____ day of _____ 2010 BY AND

BETWEEN

whose address is

referred to herein as Grantor,

AND

THE BOROUGH OF KEANSBURG, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 29 Church Street, Keansburg, New Jersey 07734-1497 AND THE STATE OF NEW JERSEY referred to herein collectively as the Grantees,

WITNESSETH

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

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

WHEREAS, the Grantees desire to participate with each other and/or the United States Army Corps of Engineers to construct the Raritan Bay and Sandy Hook Bay, Section 506 NJ Hurricane and Storm Damage Reduction Project between the Department of the Army and the State of New Jersey, and/or the State of New Jersey Keansburg Outfall Replacement Project, hereinafter "Projects"; and,

WHEREAS, in order to accomplish part of the Projects, Grantees need a Perpetual Shore Protection Easement on portions of said Property herein described; and,

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

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

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

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

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

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

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

GRANT OF EASEMENT: A perpetual and assignable easement and right-of-way for the Projects, in, on, over and across that land of the Property as shown on the Borough of Keansburg official tax maps for the Blocks and Lots listed above for use by the State of New Jersey and the Borough of Keansburg, their representatives, agents, contractors and assigns to:

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

The easement reserves to the Grantor, the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees, subject however to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets. Grantor hereby expressly agrees not to grade or excavate within the easement area or to place therein any structure or material without prior approval of the plans and specifications for said activities from the Borough of Keansburg, the State of New Jersey and/or any applicable Federal agency, as required.

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

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

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

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

Miscellaneous:

1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.

2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.

3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.

5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

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

Accepted by the
PROPERTY OWNER, GRANTOR

Witnessed by:

BY: _____
(Signature)

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

(Print Name)

Date: _____

Accepted by the
BOROUGH OF KEANSBURG, GRANTEE

Witnessed by:

BY: _____
(Signature)

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

(Print Name)

(Official Title)

Date: _____

Accepted by the
State of New Jersey, GRANTEE

Witnessed by:

BY: _____
DAVID ROSENBLATT
ADMINISTRATOR
ENGINEERING & CONSTRUCTION

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date _____

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

I CERTIFY that on _____ 2010,

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

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

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Appendix 7: 2013 Deed of Dedication and Shore Protection Easement

MAY 20 2013

RTR
183
8
Dilworth Paxson
1 River Centre
331 Newman
Springs Rd
Bldg 1, Ste 136
Red Bank NJ
07701

Prepared by:

Christopher D. Ackerman
Christopher D. Ackerman
Attorney at Law
State of New Jersey



DEED OF DEDICATION AND SHORE PROTECTION EASEMENT

THIS DEED OF DEDICATION AND SHORE PROTECTION EASEMENT is made this
14th day of MAY 2013 BY AND

BETWEEN

BEACHSIDE GARDENS CONDOMINIUM ASSOCIATION, whose post office address is
P.O. Box 166, Keansburg, New Jersey 07734, hereinafter referred to as
Grantor

AND

THE BOROUGH OF KEANSBURG, a Municipal Corporation of the State of New
Jersey whose post office address is Municipal Clerk, 29 Church Street,
Keansburg, New Jersey 07734-1497 AND THE STATE OF NEW JERSEY referred to
herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located
in the Borough of Keansburg, County of Monmouth, State of New Jersey, and
identified as Block 184, Lot 6 on the official tax map of the Borough of
Keansburg, hereinafter the "Property," and Grantor holds the requisite
interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach, dune, and shoreline
at the Keansburg, New Jersey section of the Raritan Bay is subject to
constant erosion and degradation, thereby destroying a valuable natural
resource and threatening the safety and property of the Grantor and of all
of the citizens of the State; and,

WHEREAS, the Grantees desire to participate with each other and/or
the United States Army Corps of Engineers to construct the Raritan Bay and
Sandy Hook Bay, New Jersey, Keansburg, East Keansburg, and Laurence Harbor,
New Jersey Beach Erosion and Hurricane Project between the Department of
the Army and the State of New Jersey; hereinafter "Project"; and,

WHEREAS, in order to accomplish part of the Projects, Grantees need a
Perpetual Shore Protection Easement on portions of said Property herein
described; and,

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

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

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

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

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

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M CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
2013055973
RECORDED ON
MAY 20, 2013
12:20:17 PM
BOOK: OR-9014
PAGE: 5873
Total Pages: 8
COUNTY RECORDING FEES \$100.00
TOTAL PAID \$100.00

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

GRANT OF EASEMENT: A perpetual and assignable easement and right-of-way for the Projects, in, on, over and across that land of the Property as shown on the Borough of Keansburg official tax maps for the Blocks and Lots listed above for use by the State of New Jersey and the Borough of Keansburg, their representatives, agents, contractors and assigns to:

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

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

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

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

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

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

Miscellaneous:

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

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

Accepted by
BEACHSIDE GARDENS CONDOMINIUM
ASSOCIATION, GRANTOR

Witnessed by:

BY: [Signature]
(Signature)
Terese Conti
(Print Name)
President
(Official Title)

[Signature]
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY
RICHARD J. SPERRY
ATTORNEY AT LAW

Accepted by the
BOROUGH OF KEANSBURG, GRANTEE

Witnessed by:

BY: [Signature]
(Signature)
GEORGE F. HOFF
(Print Name)
MAYOR
(Official Title)

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

THOMAS F. BUSBY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires September 8, 2016

Date: MAY 14, 2013

Accepted by the
STATE OF NEW JERSEY, GRANTEE

Witnessed by:

BY: [Signature]
DAVE ROSENBLATT
ADMINISTRATOR
ENGINEERING & CONSTRUCTION

[Signature]
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date 5-14-13

SHARON BROWN
ID # 2293660
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 1, 2017

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

I CERTIFY that on MAY 13 2013,

TERESE CONTI

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

- 1) was the maker of this Deed of Easement;
- 2) was authorized to and did execute this Deed as President of BEACHSIDE GARDENS CONDOMINIUM ASSOCIATION, the entity named in this Deed of Easement;
- 3) holds the requisite ownership interest and authority to execute this Deed of Easement; and
- 4) made this Deed of Easement for the full and actual consideration as set forth herein.

[Signature]
NOTARY PUBLIC OF THE
STATE OF NEW JERSEY
10729982_1 RICHARD J. SPERRY
ATTORNEY AT LAW OF NEW JERSEY

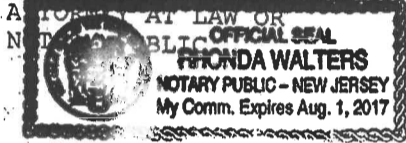
STATE OF NEW JERSEY)
) SS
COUNTY OF MONMOUTH)

I CERTIFY that on MAY 14, 2013, Thomas P. Cusick personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is the Municipal Clerk of the Borough of Keansburg, the municipal corporation named in the within instrument;
- (b) that George F. Hoff is the Mayor of said Borough;
- (c) that the execution, as well as the making, of this instrument has been duly authorized by the Borough; that the Mayor well knows the corporate seal of said Borough; and that the seal affixed to said instrument was signed and delivered by said Mayor as and in his voluntary act and deed on behalf of the Borough, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn and subscribed to before me on the date aforesaid

Shonda Walters



STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 5/14, 2013, Dave Ros personally came before me and acknowledged under oath, to my satisfaction that this person:

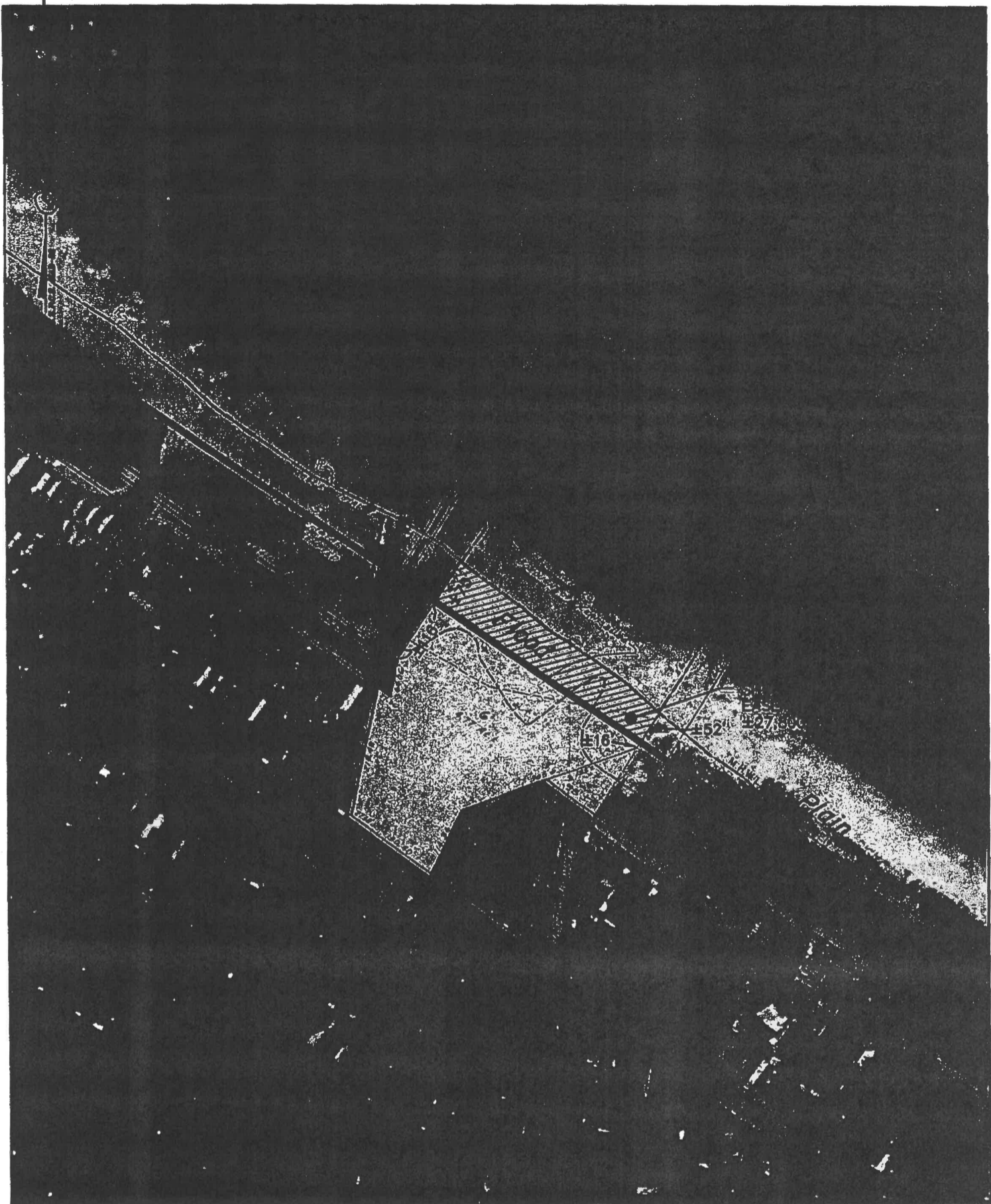
- (a) is named in and personally signed this DEED OF CONVEYANCE;
- (b) signed, sealed and accepted this DEED OF CONVEYANCE and deed; and
- (c) is the Administrator of the State Engineering Department.

personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF CONVEYANCE; (b) signed, sealed and accepted this DEED OF CONVEYANCE and deed; and (c) is the Administrator of the State Engineering Department.

Signed and sworn to before me on the date aforesaid

Sharon Brown

SHARON BROWN
ID # 2293660
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 1, 2017





BLOCK 184, LOT 6
 N/F BEACHSIDE GARDENS CONDO ASSN.
 165 SHORE BLVD.
 KEANSBURG, NJ 07734

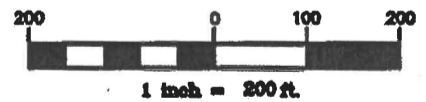
TOTAL LOT AREA: ±4.77 ACRES
 SHORE PROTECTION EASEMENT AREA: ±0.6 ACRES

NOTES:

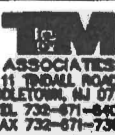
1. THIS PLAN IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND DEPICTS THE APPROXIMATE LIMITS AND AREAS AS DESCRIBED IN THE ATTACHED DEED OF DEDICATION AND SHORE PROTECTION EASEMENT.
2. RIGHT OF WAY AND PROPERTY BOUNDARIES TAKEN FROM THE TAX MAPS OF THE BOROUGH OF KEANSBURG SHEET #33.
3. HURRICANE SANDY RESPONSE IMAGERY SHOWN HEREON PROVIDED BY THE NATIONAL OCEANOGRAPHIC AND ATMOSPHERIC AGENCY (NOAA) AND NATIONAL GEODETIC SURVEY (NGS)

LEGEND

-  LIMITS OF SHORE PROTECTION EASEMENT
-  SUBJECT LOT



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NO.	DATE	REVISIONS	BY	CHECKED	
BOROUGH OF KEANSBURG					
BLOCK 184, LOT 6					
N/F BEACHSIDE GARDENS CONDO ASSN.					
BOROUGH OF KEANSBURG, MONMOUTH COUNTY, NEW JERSEY					
 T&M ASSOCIATES 11 TEBALL ROAD MIDDLETOWN, NJ 07748 TEL 732-671-8400 FAX 732-671-7366		EXHIBIT A		DRAWING	
		DEED OF DEDICATION AND SHORE PROTECTION EASEMENT PLAN		EX-A	
<small>NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CERTIFICATE OF APPROVAL 04 27007</small>		<small>DRAWN BY</small> FSM <small>PROJECT NO.</small> 1000-0120	<small>NOTED BY</small> AM/DM <small>DATE FILED</small> 10/20/12	<small>CHECKED BY</small> FSM <small>FIELD NO.</small> 2	SHEET <div style="text-align: center; font-size: 2em;">1</div> of <div style="text-align: center; font-size: 2em;">1</div>

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }
COUNTY MONMOUTH } SS. County Municipal Code
1323
Municipality of Property Location: Borough of Keansburg

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____ †
Date _____ By _____

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions 3 and 4 attached)
Deponent, TERESE CONTI (Name), being duly sworn according to law upon his/her oath deposes

and says that he/she is the President/Corporate Officer in a deed dated May 14, 2013
(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 184 Lot No. 6 located at
Block 184, Lot 6, Keansburg, New Jersey and annexed thereto.
(Street Address, Town)

(2) **CONSIDERATION: \$1.00** (Instructions 1 and 5) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:**
(Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) **FULL EXEMPTION FROM FEE:** (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. **(b) by or to the United States of America; this State, or any instrumentality, agency or subdivision;**

(5) **PARTIAL EXEMPTION FROM FEE:** (Instruction 9) **NOTE:** All boxes below apply to grantor(s) only. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** (Instruction 9)

- Grantor(s) 62 years of age or over.* Resident of the State of New Jersey.
 Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify.
 One- or two-family residential premises.

B. **BLIND PERSON** (Instruction 9)

- Grantor(s) legally blind.*
 Owned and occupied by grantor(s) at time of sale.
 One- or two-family residential premises
 Resident of the State of New Jersey.
 Owners as joint tenants must all qualify.

DISABLED PERSON (Instruction 9)

- Grantor(s) permanently and totally disabled.*
 Grantor(s) receiving disability payments.*
 Grantor(s) not gainfully employed.*
 Owned and occupied by grantor(s) at time of sale.
 One- or two-family residential premises
 Resident of the State of New Jersey.
 Owners as joint tenants must all qualify.

* IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (Instruction 9)

- Affordable according to HUD standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) **NEW CONSTRUCTION** (Instructions 2, 10 and 12)

- Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "New Construction" printed clearly at top of the first page of the deed.

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions 5, 12 and 14).

- No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 13th day
of MAY, 2013

Terese Conti
Signature of Deponent

P.O. Box 166
Keansburg, NJ 07734

Deponent Address

Grantor Name

Beachside Gardens Condominium Assoc
P.O. Box 166, Keansburg, NJ 07734

Grantor Address at Time of Sale

XXX-XX-X

Last 3 digits in Grantor's Soc. Sec. No.

Name/Company of Settlement Officer

Richard J. [Signature]
Notary Public
County recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at <http://www.state.nj.us/treasury/taxation/lpt/localtax.shtml>.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

BEACHSIDE GARDENS CONDOMINIUM ASSOCIATION

Current Resident Address:

Street: P.O. Box 166

City, Town, Post Office

Keansburg

State

NJ

Zip Code

07734

PROPERTY INFORMATION (Brief Property Description)

Block(s)

184

Lot(s)

Lot 6

Qualifier

Street Address:

City, Town, Post Office

Keansburg

State

NJ

Zip Code

07734

Seller's Percentage of Ownership

100

Consideration

1.00 (Deed of Easement)

Closing Date

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am 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 as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such 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 (see instructions).
 No non-like kind property received.
8. Transfer 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.

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 could 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 the 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.

5/13/13
Date

Theresa Cont
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact