



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Prepared by and Return to:


DAVID C. APY

ADMINISTRATIVE ORDER NO. 2014-11

WHEREAS, beginning on October 28, 2012, and continuing through October 30, 2012, Superstorm Sandy struck the State of New Jersey, causing unprecedented damage and destruction; and

WHEREAS, oceanfront and other flood-prone communities lacking the benefits of flood hazard risk reduction measures experienced significantly more catastrophic damage than did surrounding communities that had such protective measures; and

WHEREAS, by Executive Order No. 104, dated October 27, 2012, Governor Christie declared and proclaimed that a State of Emergency exists in the State of New Jersey; and

WHEREAS, Executive Order No. 104 remains in effect; and

WHEREAS, by Executive Order No. 140, dated September 25, 2013, Governor Christie declared that the continued absence of flood hazard risk reduction measures in coastal communities creates an imminent threat to life, property, and the health, safety, and welfare of those communities; and

WHEREAS, N.J.S.A. 12:3-64 empowers the New Jersey Department of Environmental Protection to enter upon and take property in advance of making compensation therefor where for any reason it cannot acquire the property by agreement with the owner; and

WHEREAS, in Executive Order No. 140 Governor Christie declared that the New Jersey Department of Environmental Protection should rely on the statutory powers of N.J.S.A. 12:3-64 whenever it deems it appropriate to ensure the construction of flood hazard risk reduction measures; and

WHEREAS, in Executive Order No. 140 Governor Christie ordered and directed the New Jersey Department of Environmental Protection, through its Office of Flood Hazard Risk Reduction Measures, to lead and coordinate the acquisition of the necessary interests in real property to undertake flood hazard risk reduction measures; and

WHEREAS, in Executive Order No. 140 Governor Christie ordered and directed that no municipality, county, or any other agency or political subdivision of this State shall enact or enforce any order, rule, regulation, ordinance, or resolution, which will or might in any way conflict with any of the provisions of that Order, or which will in any way interfere with or impede its achievement; and

WHEREAS, Executive Order No. 140 remains in effect; and

WHEREAS, the State and the United States Army Corps of Engineers signed a Project Partnership Agreement (PPA) on May 6, 2014 for the Delaware Bay Coastline, Delaware and New Jersey Oakwood Beach, New Jersey Hurricane and Storm Damage Reduction Project (the Project). For the construction, operation and maintenance of the Project; and

WHEREAS, the State is the Non-Federal Sponsor for the project per the PPA, and is responsible for obtaining necessary real estate; and

WHEREAS, on June 16, 2014, the United States Army Corps of Engineers formally issued a Notice to Proceed with acquisition of all necessary real estate for the project; and

WHEREAS, the United States Army Corps of Engineers, in coordination with the State of New Jersey, is scheduled to begin construction of flood hazard risk reduction measures (hereinafter referred to as the "Project") in Elsinboro Township in or about November 2014; and

WHEREAS, prior to construction, the United States Army Corps of Engineers requires that the State provide the easements and/or other real property interests that are necessary to construct and maintain the Project; and

WHEREAS, if the State does not obtain all required easements and/or other real property interests in Elsinboro Township, the United States Army Corps of Engineers cannot construct the flood hazard reduction measures in Elsinboro Township; and

WHEREAS, to date, Elsinboro Township and certain private property owners in Elsinboro Township, whose names and subject interests are attached hereto as *Exhibit A*, have not transferred to the State the real property interests necessary for the construction of the Project, thereby jeopardizing construction of the project in Elsinboro Township, and threatening the public health, safety, and welfare of both communities; and

WHEREAS, there is an immediate need for flood hazard risk reduction measures and public officials of Elsinboro Township have not been able to obtain the necessary real property interests by donation; and

WHEREAS, the immediate acquisition of the real property interests described in *Exhibit A* is necessary to commence construction of the Project in Elsinboro Township, as well as to the continued protection of the public health, safety, and welfare of both communities; and

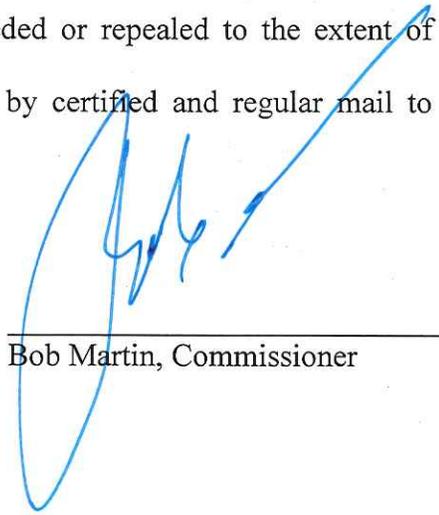
NOW THEREFORE, I, Bob Martin, Commissioner of the New Jersey Department of Environmental Protection, by virtue of the powers vested in me by the Constitution and statutes of this State, as well as the authority conferred on me by Executive Order No. 140, do hereby

declare and order as follows:

1. The New Jersey Department of Environmental Protection Office of Flood Hazard Risk Reduction Measures hereby immediately enters upon and takes real property interest(s) in those parcels set forth in *Exhibit A*; and
2. The nature of the real property interest(s) taken pursuant to this Administrative Order shall conform with those interest(s) described in the form Deed of Easement attached hereto as *Exhibit B*; and
3. The municipal map with the surveyed lines of the real property interest(s) taken pursuant to this Administrative Order is attached hereto as *Exhibit C*; and
4. Any compensation due to the owners of such parcels for the interest(s) taken shall be determined at a later date in accordance with any governing provisions of law.

THIS ORDER shall take effect immediately. All other Administrative Orders or portions thereof that are inconsistent herewith are hereby superseded or repealed to the extent of the inconsistency. A copy of this Order shall be delivered by certified and regular mail to the property owners detailed in *Exhibit A*.

Dated: 8/13/2014

By: 

Bob Martin, Commissioner

STATE OF NEW JERSEY
COUNTY OF SS.:

I CERTIFY that on Aug 13 2014,

Bob Martin, Commissioner of the New Jersey Department of Environmental Protection, personally came before me and this person acknowledged under oath, to my satisfaction that this person:

- 1) is named in and personally signed this Administrative Order; and
- 2) signed, sealed and delivered this Administrative Order as his act and deed.



NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

VANNESSA CRYSTELL QUANT
ID #2297198
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 28, 2018

Exhibit A

Block	Lot	Physical Address	Title	Owner(s)
12	1	62 Slape Avenue	Ms.	Esteline Bacon (Est.) c/oC. R. Bacon
12	2	60 Slape Avenue	Mr. & Mrs.	Christine & Mark G. Scott
12	12	34 Slape Avenue	Mr. & Mrs.	Jennifer W. & Hugo Van Geem
12	14	26 Slape Avenue	Mr.	Richard D. Kuehner
12	17	20 Slape Avenue	Mr. & Mrs.	Daniel W. & Margaret E. Hughes
12	23	Slape Avenue	Ms.	Robertine Ann Mayer
16	13	145 Locust Avenue	Mr.	Leonard J. Sweeney
16	14	143 Locust Avenue	Mr.	James A. Campbell
16	20	127 Locust Avenue	Ms.	Jaime Ditty-Ahl
19	4.13	63 S. Locust Avenue	Mr. & Mrs.	Larry R. Sr. & Nancy A. Bechtel
19	5	53 S. Locust Avenue	Ms.	Irene Urban
23	3	755 Ft Elfsborg-Salem Rd	Mr. & Mrs.	Robert M & Stephanie Cocchi
23	15	729 Salem-Ft Elfsborg Rd	Mr. & Mrs.	Donald F. & Diane K. Hart
23	16	729 Salem-Ft Elfsborg Rd	Mr. & Mrs.	Donald F. & Diane K. Hart
23	17	727 Salem-Ft Elfsborg Rd	Ms.	Linda L. Ferguson
23	25.19	129 Shad Roe Lane	Mr. & Mrs.	James W. Patricia L. Hyson

Exhibit B

Prepared by:
State of New Jersey
Office of the Attorney General
R.J. Hughes Justice Complex
25 Market Street, P.O. Box 112
Trenton, New Jersey 08625

DEED OF DEDICATION AND PERPETUAL STORM

DAMAGE REDUCTION EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION EASEMENT is made this ____ day of _____ 2014 BY AND

BETWEEN

whose address is

referred to herein as Grantor,

AND

THE Township of Elsinboro a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 619 Salem Ft-Elfsborg Road, Salem, New Jersey 08079, **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 **Township of Elsinboro**, County of Salem, State of New Jersey, and identified as **Block(s)___, Lot(s)___**, on the official tax map of the Township of Elsinboro, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

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

WHEREAS, the Grantees desire to participate with each other and the United States Army Corps of Engineers to construct the Delaware Bay Coastline, Delaware and New Jersey: Oakwood Beach, New Jersey Hurricane and Storm Damage Reduction Project, as defined in the May 6, 2014 Project Partnership Agreement between the Department of the Army and the State of New Jersey, hereinafter "Project"; and,

WHEREAS, construction of the Project includes periodic renourishment, which may be performed solely by the Grantees or in conjunction with the United States Army Corps of Engineers; and,

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

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

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

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

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

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

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

GRANT OF EASEMENT: A perpetual and assignable easement and right-of-way for the Delaware Bay Coastline, Delaware and New Jersey: Oakwood Beach, New Jersey Hurricane and Storm Damage

Reduction Project in, on, over and across Block(s) ___, Lot(s) ___, described as the area waterward of a line designated as the "ACOE Landward Project Limit Line 3-6-14" as delineated on a seven (7) sheet map set entitled "TOWNSHIP OF ELSINBORO SALEM COUNTY, NEW JERSEY LANDWARD LIMIT OF WORK LINE" dated May 2014 as signed and sealed by Mr. Michael J. McGurl, P.L.S. of CME Associates that is defined in Attachment A.

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, 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 to nourish and re-nourish periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Delaware Bay Coastline, Delaware and New Jersey: Oakwood Beach, New Jersey Hurricane and Storm Damage Reduction Project together with the right of public use and access;
- e. Post signs on said berms;
- f. Erect, maintain, and remove silt screens and snow fences;
- g. 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 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 berm in shape, dimension, or function. Prior approval of the plans and specifications for such structures must be obtained from the Township of Elsinboro 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 walkover as referenced above without prior approval of the plans and specifications for said activities from the Township of Elsinboro, 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 Township of Elsinboro or the State of New Jersey shall become merged with any other geographical entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

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.

6. Structures not part of the project are not authorized.

7. Grantor represents and warrants he/she/it holds the requisite ownership interest and authority to execute this Deed of Easement; and has made this Deed of Easement for the full and actual consideration as set forth herein.

8. This Deed may be executed in counterparts by the respective Parties, which together will constitute the original Deed.

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:

GRANTOR

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date _____

STATE OF NEW JERSEY,
COUNTY OF _____ SS.:

I CERTIFY that on _____ 2014,

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; and
- 2) signed, sealed and delivered this Deed of Easement as his or
her act and deed.

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Accepted by the
Township of Elsinboro, GRANTEE

Witnessed by:

BY: _____
Sean Elwell
Mayor

Date _____

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Accepted by the
STATE OF NEW JERSEY, GRANTEE

Witnessed by:

BY: _____
Dave Rosenblatt
Administrator
Office of Engineering & Construction

Date _____

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Beginning at a point of the State Plane Coordinate System of 1983 (SPCS 83) on the North American Datum of 1983 (NAD 83) of (N) 260,664.94, (E) 206,771.23 within the Township of Elsinboro; thence

1. N 33°53'21" E 110.79'
2. N 53°38'56" W 5.83'
3. N 19°39'46" E 84.58'
4. N 44°01'44" W 57.00'
5. N 12°42'33" E 20.00'
6. N 33°27'15" E 35.64'
7. N 56°43'18" E 36.03'
8. S 77°46'21" E 83.21'
9. N 46°21'50" E 64.64'
10. N 30°40'59" W 76.70'
11. N 44°56'40" E 95.66'
12. S 50°25'08" E 5.09'
13. N 46°16'21" E 101.16'
14. N 40°48'46" W 11.22'
15. N 46°42'27" E 398.73'
16. S 42°52'54" E 5.60'
17. N 47°10'39" E 65.06'
18. S 47°37'48" E 2.31'
19. N 46°07'26" E 185.63'
20. N 48°04'34" E 49.69'
21. N 41°44'54" E 109.59'
22. N 47°05'44" W 2.15'
23. N 45°02'58" E 75.91'
24. N 45°36'52" E 91.85'
25. N 39°50'38" W 2.23'
26. N 44°26'51" E 55.62'
27. N 43°46'08" W 12.52'
28. N 81°56'30" E 8.74'
29. N 43°25'42" E 77.29'
30. S 65°41'55" E 10.02'
31. N 40°41'30" E 16.92'
32. N 48°15'28" W 10.60'
33. N 41°28'20" E 45.73'
34. S 50°46'19" E 10.63'
35. N 41°18'47" E 51.48'
36. N 39°29'15" W 4.68'
37. N 44°14'18" E 53.37'
38. S 46°23'11" E 9.87'
39. N 41°59'24" E 49.02'
40. N 47°48'26" W 7.76'

41.	N 44°38'14"	E	45.13'
42.	N 02°46'18"	E	6.15'
43.	N 42°47'26"	E	52.12'
44.	N 46°12'20"	E	54.32'
45.	N 42°09'50"	E	198.91'
46.	S 48°30'59"	E	3.75'
47.	N 43°51'41"	E	50.96'
48.	S 52°49'14"	E	1.64'
49.	N 44°03'25"	E	50.58'
50.	S 82°29'18"	E	11.16'
51.	N 43°56'37"	E	11.01'
52.	S 68°45'32"	E	19.12'
53.	N 54°14'00"	E	12.61'
54.	N 24°55'38"	W	22.28'
55.	N 42°49'23"	W	11.71'
56.	N 47°45'25"	E	102.70'
57.	N 44°33'04"	W	13.19'
58.	N 44°39'55"	E	120.39'
59.	S 46°41'20"	E	20.32'
60.	N 41°14'27"	E	80.50'
61.	N 35°37'10"	W	14.14'
62.	N 41°24'45"	E	74.61'
63.	N 39°36'23"	E	44.40'
64.	S 76°35'06"	E	11.44'
65.	N 41°21'13"	E	50.00'
66.	N 74°40'28"	E	11.85'
67.	N 41°42'24"	E	252.30'
68.	N 41°08'40"	E	232.69'
69.	N 40°58'59"	E	150.26'
70.	N 31°41'19"	E	49.94'
71.	N 37°34'13"	E	48.52'
72.	N 37°35'04"	E	151.84'
73.	N 49°22'26"	W	5.03'
74.	N 38°20'04"	E	88.82'
75.	S 55°33'09"	E	8.38'
76.	N 38°39'11"	E	120.15'
77.	N 51°29'04"	W	12.29'
78.	N 37°07'23"	E	39.07'
79.	N 45°05'18"	W	1.42'
80.	N 37°17'53"	E	40.18'
81.	S 74°19'05"	E	15.12'
82.	N 37°47'43"	E	114.66'
83.	N 38°17'36"	E	47.55'

84.	N 35°15'49"	E	77.13'
85.	N 54°57'33"	W	12.38'
86.	N 35°42'29"	E	41.35'
87.	N 25°54'37"	E	38.98'
88.	N 34°30'37"	E	180.08'
89.	N 35°03'34"	E	211.22'
90.	N 34°32'32"	E	94.20'
91.	N 31°37'06"	E	127.09'
92.	N 16°37'13"	E	34.70'
93.	N 32°50'12"	E	53.96'
94.	S 54°30'34"	E	14.32'
95.	N 32°12'14"	E	110.27'
96.	N 31°52'57"	E	70.56'
97.	N 32°14'30"	E	79.49'
98.	N 30°55'04"	E	41.50'
99.	N 30°16'42"	E	73.08'
100.	N 30°59'42"	E	98.47'
101.	N 28°34'46"	E	79.99'
102.	N 39°35'46"	W	3.87'
103.	N 28°14'33"	E	41.70'
104.	N 20°41'58"	E	173.10'
105.	N 52°26'39"	E	11.78'
106.	N 23°50'23"	E	42.76'
107.	N 32°15'47"	E	1.17'
108.	N 23°07'15"	E	91.42'
109.	N 20°00'28"	E	55.08'
110.	N 23°54'26"	E	50.55'
111.	N 66°18'33"	W	10.04'
112.	N 24°37'05"	E	53.05'
113.	N 87°57'02"	E	7.18'
114.	N 20°00'01"	E	38.95'
115.	N 02°25'05"	E	16.45'
116.	N 17°32'48"	E	77.15'
117.	N 11°15'10"	E	76.47'
118.	N 10°11'19"	E	73.61'
119.	N 11°47'54"	E	66.77'
120.	N 03°51'57"	E	49.83'
121.	N 19°49'34"	E	57.68'
122.	N 54°16'20"	E	21.43'
123.	N 19°05'39"	E	96.68'
124.	N 24°41'33"	E	59.50'
125.	N 49°10'50"	W	1.44'
126.	N 38°14'51"	E	55.25'

127.	N	31°08'46"	E	14.93'
128.	N	76°51'00"	E	14.93'
129.	S	19°51'00"	E	7.15'
130.	N	26°37'28"	E	35.78'
131.	N	53°08'32"	W	15.10'
132.	N	23°54'37"	E	51.16'
133.	N	27°12'27"	E	90.53'
134.	N	20°14'22"	E	42.67'
135.	N	20°01'59"	E	76.22'
136.	N	41°22'48"	E	14.55'
137.	N	35°15'23"	E	88.96'
138.	N	28°29'03"	E	73.12'
139.	N	24°18'33"	E	71.95'
140.	N	25°52'56"	E	49.99'
141.	N	26°45'33"	E	69.43'
142.	N	27°26'32"	E	80.38'
143.	N	28°02'08"	E	74.01'
144.	N	30°01'38"	E	75.72'
145.	N	27°48'23"	E	61.34'
146.	N	33°17'02"	E	15.95'
147.	N	24°59'34"	E	41.14'
148.	N	23°16'55"	E	29.07'
149.	N	10°20'57"	E	30.77'
150.	N	24°47'48"	E	80.49'
151.	N	64°46'55"	W	4.26'
152.	N	23°02'39"	E	7.95'
153.	S	65°32'26"	E	4.15'
154.	N	24°36'54"	E	53.04'
155.	N	22°31'15"	E	109.10'
156.	N	23°44'26"	E	48.38'
157.	S	69°46'31"	E	1.96'
158.	N	22°39'09"	E	56.29'
159.	N	62°02'51"	W	3.59'
160.	N	23°38'43"	E	143.77'
161.	S	61°34'11"	E	3.62'
162.	N	21°08'44"	E	49.88'
163.	N	24°55'10"	E	68.22'
164.	N	18°13'15"	E	22.27'
165.	N	14°16'43"	E	40.82'
166.	N	74°42'31"	E	13.32'
167.	N	41°42'27"	E	25.71'
168.	N	09°31'00"	W	12.28'
169.	N	29°49'05"	E	56.67'

170.	N	24°09'53"	E	38.22'
171.	N	25°30'22"	E	51.44'
172.	N	72°13'59"	W	1.97'
173.	N	27°13'27"	E	57.19'
174.	N	23°25'44"	E	46.52'
175.	N	18°06'42"	E	59.69'
176.	N	25°35'19"	E	35.45'
177.	N	25°41'39"	E	68.86'
178.	S	72°24'27"	E	2.67'
179.	N	24°20'59"	E	97.16'
180.	N	07°18'12"	W	22.67'
181.	N	26°03'51"	E	81.01'
182.	S	65°43'44"	E	25.38'
183.	N	45°51'28"	E	24.60'
184.	N	38°21'33"	E	20.70'
185.	N	25°59'08"	E	72.06'
186.	N	13°29'30"	E	23.62'
187.	N	34°38'51"	E	6.05'
188.	N	25°32'53"	E	204.15'
189.	N	48°04'34"	E	49.69'
190.	N	39°36'23"	E	44.40'
191.	N	25°41'39"	E	68.86'
192.	N	25°52'56"	E	49.99'

Ending at a point of the SPCS 83, NAD 83 of (N) 268,692.09, (E) 206,771.23 within the Township of Elsinboro.

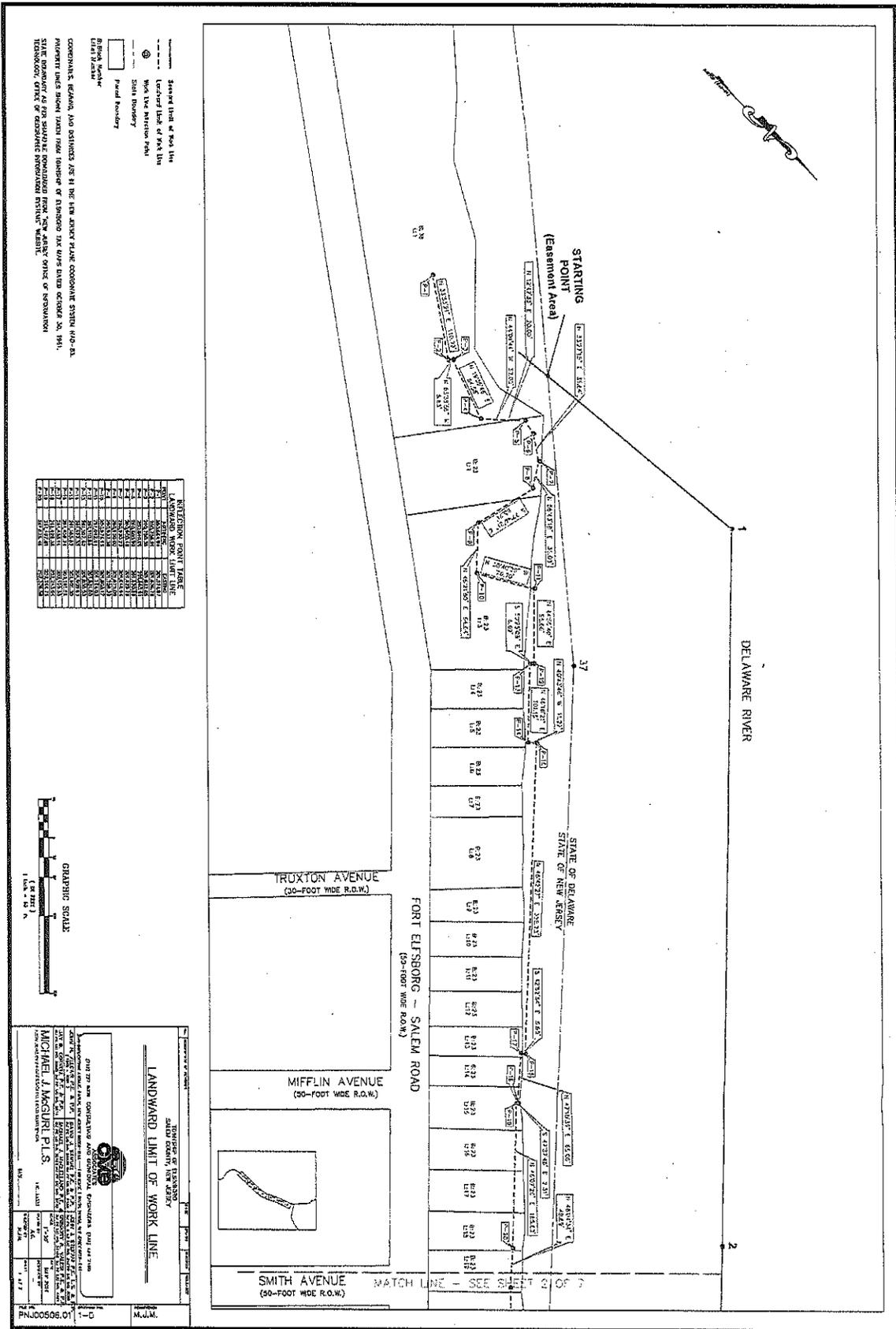


Exhibit A (1 of 7)

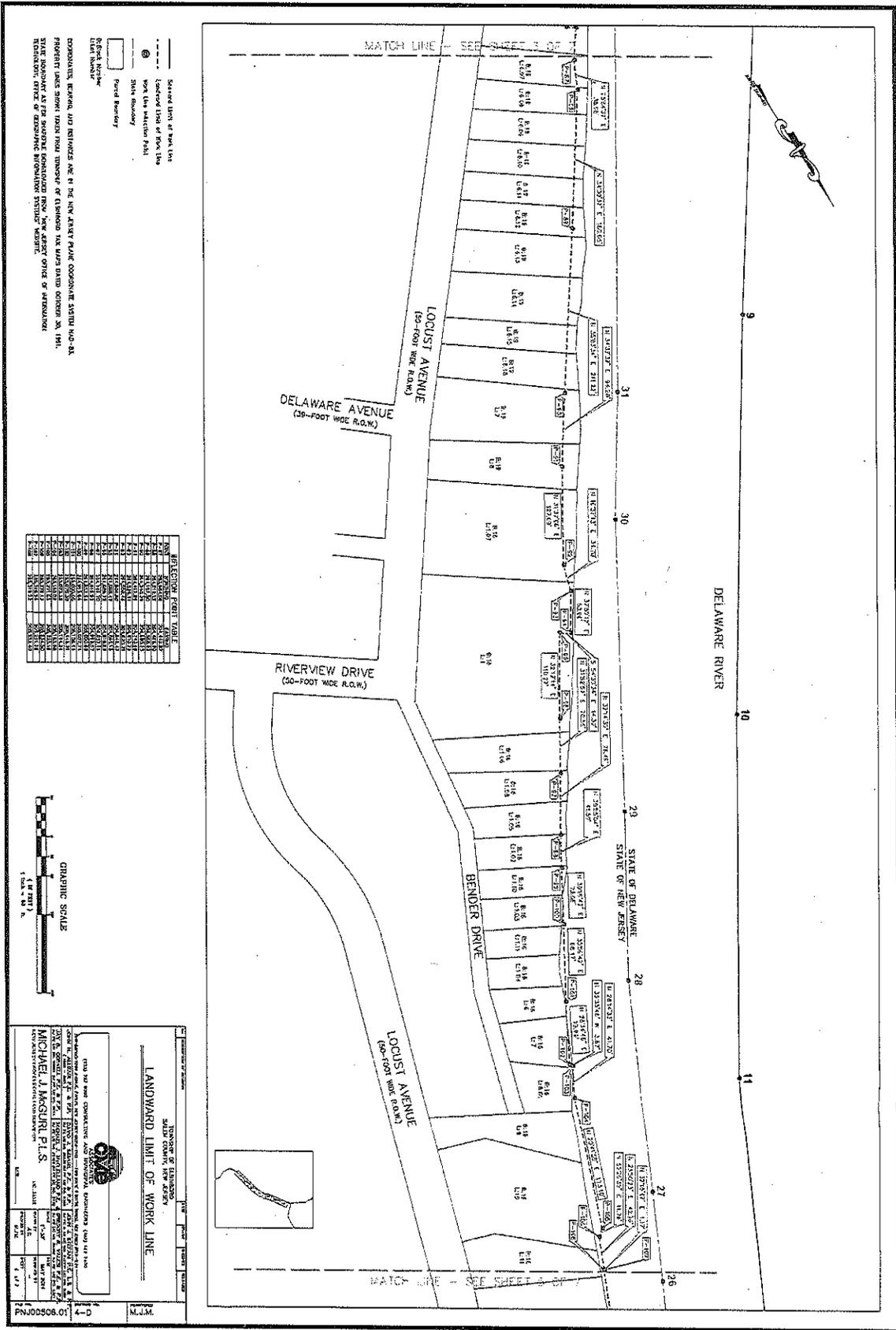
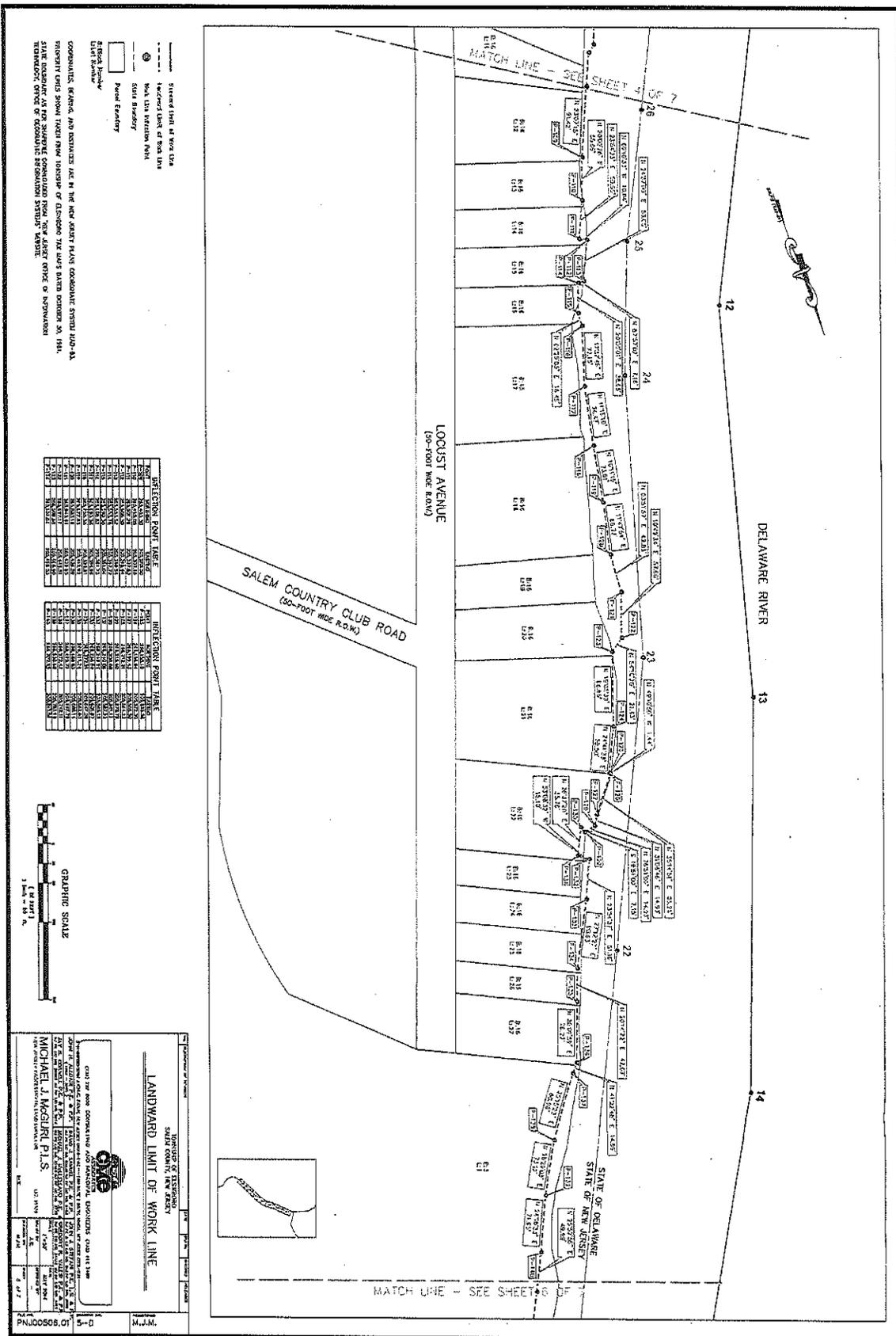
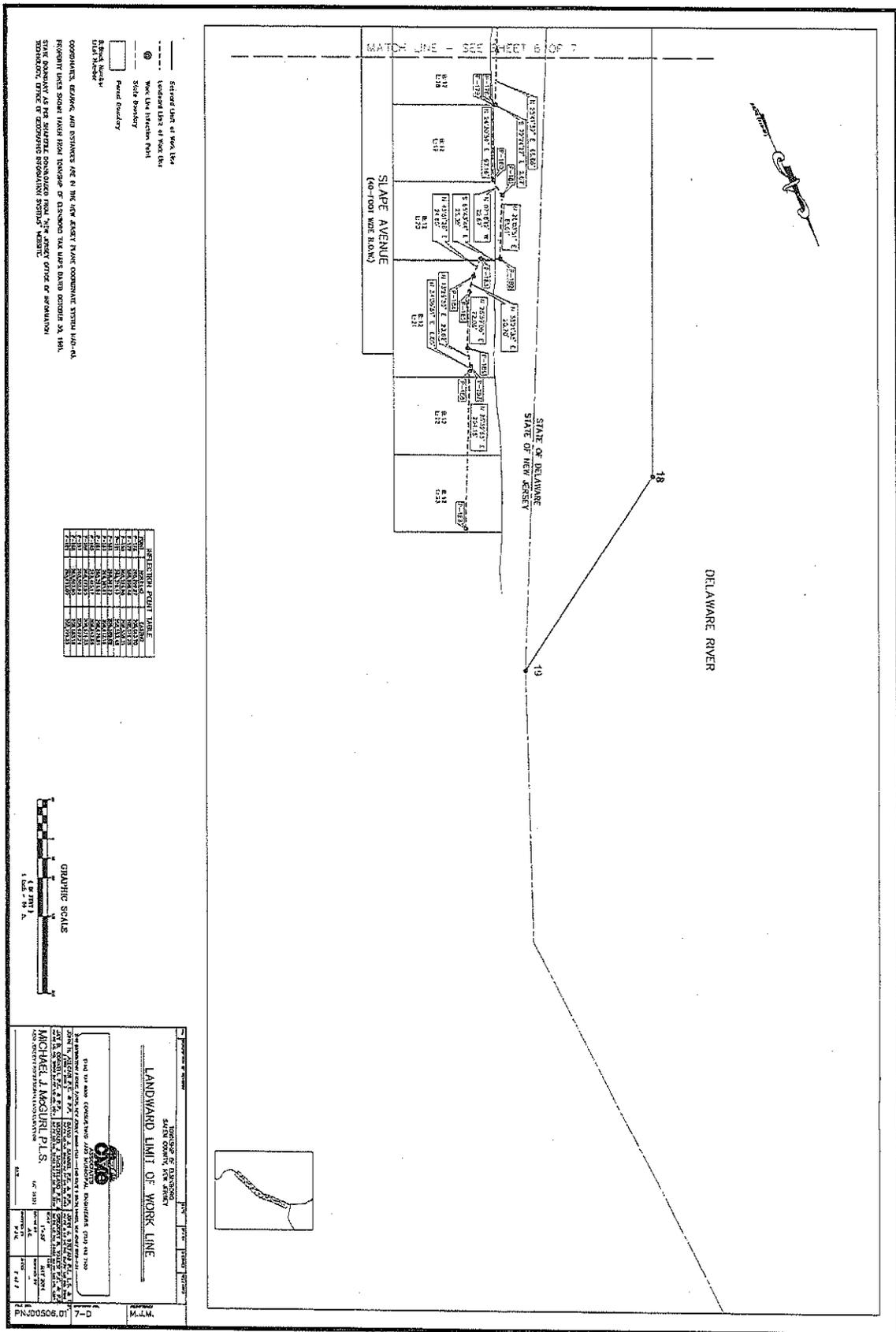


Exhibit A (4 of 7)

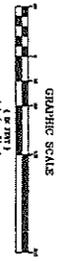




Stationing Point of Work Line
 Stationing Point of Work Line
 Scale Benchmark
 Ground Boundary

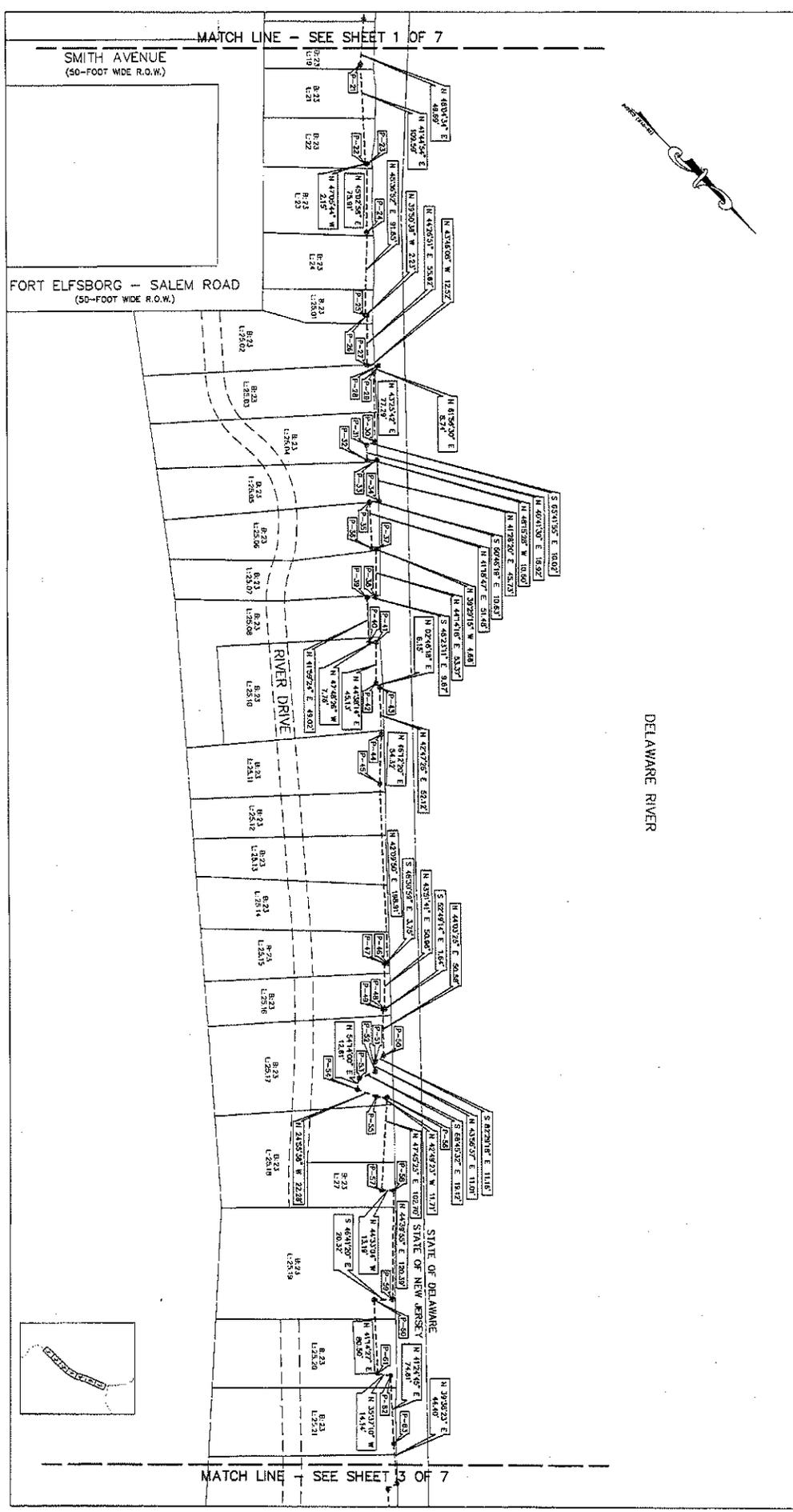
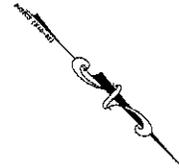
COMPUTATIONS, BEARINGS, AND DISTANCES ARE IN THE NEW ENGLAND PLANE COORDINATE SYSTEM (NAD-83). PROPERTY LINES SHOWN TAKEN FROM RECORDS OF RECORDING TAKEN DATED BETWEEN 1910 AND 1940. INFORMATION OBTAINED FROM RECORDS OF RECORDING TAKEN DATED BETWEEN 1910 AND 1940.

STATIONING POINT	BEARING	DISTANCE
18	N 89° 50' 00" E	100.00
19	N 89° 50' 00" E	100.00
20	N 89° 50' 00" E	100.00
21	N 89° 50' 00" E	100.00
22	N 89° 50' 00" E	100.00
23	N 89° 50' 00" E	100.00
24	N 89° 50' 00" E	100.00
25	N 89° 50' 00" E	100.00
26	N 89° 50' 00" E	100.00
27	N 89° 50' 00" E	100.00
28	N 89° 50' 00" E	100.00
29	N 89° 50' 00" E	100.00
30	N 89° 50' 00" E	100.00
31	N 89° 50' 00" E	100.00
32	N 89° 50' 00" E	100.00
33	N 89° 50' 00" E	100.00
34	N 89° 50' 00" E	100.00
35	N 89° 50' 00" E	100.00
36	N 89° 50' 00" E	100.00
37	N 89° 50' 00" E	100.00
38	N 89° 50' 00" E	100.00
39	N 89° 50' 00" E	100.00
40	N 89° 50' 00" E	100.00
41	N 89° 50' 00" E	100.00
42	N 89° 50' 00" E	100.00
43	N 89° 50' 00" E	100.00
44	N 89° 50' 00" E	100.00
45	N 89° 50' 00" E	100.00
46	N 89° 50' 00" E	100.00
47	N 89° 50' 00" E	100.00
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49	N 89° 50' 00" E	100.00
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51	N 89° 50' 00" E	100.00
52	N 89° 50' 00" E	100.00
53	N 89° 50' 00" E	100.00
54	N 89° 50' 00" E	100.00
55	N 89° 50' 00" E	100.00
56	N 89° 50' 00" E	100.00
57	N 89° 50' 00" E	100.00
58	N 89° 50' 00" E	100.00
59	N 89° 50' 00" E	100.00
60	N 89° 50' 00" E	100.00
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78	N 89° 50' 00" E	100.00
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80	N 89° 50' 00" E	100.00
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82	N 89° 50' 00" E	100.00
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87	N 89° 50' 00" E	100.00
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91	N 89° 50' 00" E	100.00
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94	N 89° 50' 00" E	100.00
95	N 89° 50' 00" E	100.00
96	N 89° 50' 00" E	100.00
97	N 89° 50' 00" E	100.00
98	N 89° 50' 00" E	100.00
99	N 89° 50' 00" E	100.00
100	N 89° 50' 00" E	100.00



STATE OF DELAWARE
 SURVEYOR
 MICHAEL J. McGUIRE, P.L.S.
 APRIL 1981
 LANDWARD LIMIT OF WORK LINE
 7-D
 PN00508.01

Exhibit C



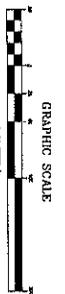
DELAWARE RIVER

- Landward Limit of Work Line
- Standard Limit of Work Line (injection point)
- State Boundary
- Parcel Boundary
- Easement Boundary
- Easement Boundary
- Easement Boundary

COORDINATES, BEARINGS, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM AND ALL PROPERTY LINES SHOWN TAKEN FROM TOWNSHIP OF CLAMOND TAX MAPS DATED OCTOBER 20, 1961. STATE BOUNDARY AS PER SURVEY COMPLETED FROM THE ASBESTOS OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS, 2007.

INJECTION POINT TABLE	
NO.	COORDINATES
1	201,112.15
2	201,112.15
3	201,112.15
4	201,112.15
5	201,112.15
6	201,112.15
7	201,112.15
8	201,112.15
9	201,112.15
10	201,112.15
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90	201,112.15
91	201,112.15
92	201,112.15
93	201,112.15
94	201,112.15
95	201,112.15
96	201,112.15
97	201,112.15
98	201,112.15
99	201,112.15
100	201,112.15

INJECTION POINT TABLE	
NO.	COORDINATES
1	201,112.15
2	201,112.15
3	201,112.15
4	201,112.15
5	201,112.15
6	201,112.15
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92	201,112.15
93	201,112.15
94	201,112.15
95	201,112.15
96	201,112.15
97	201,112.15
98	201,112.15
99	201,112.15
100	201,112.15



LANDWARD LIMIT OF WORK LINE

STATE COUNTY, NEW JERSEY

CONVEYING AND RECEIVING ENGINEERS

OXIG

MICHAEL J. MCGUIRE, P.E.

DATE: 05/14/2014

PROJECT: 024-01-000

JOB NO: 024-01-000

JOB DATE: 05/14/2014

JOB TIME: 08:00 AM

JOB LOCATION: 024-01-000

JOB STATUS: 024-01-000

JOB COMMENTS: 024-01-000

JOB DRAWING: 024-01-000

JOB SCALE: 024-01-000

JOB SHEET: 024-01-000

JOB TOTAL: 024-01-000

JOB PART: 024-01-000

JOB PART 1: 024-01-000

JOB PART 2: 024-01-000

JOB PART 3: 024-01-000

JOB PART 4: 024-01-000

JOB PART 5: 024-01-000

JOB PART 6: 024-01-000

JOB PART 7: 024-01-000

JOB PART 8: 024-01-000

JOB PART 9: 024-01-000

JOB PART 10: 024-01-000

JOB PART 11: 024-01-000

JOB PART 12: 024-01-000

JOB PART 13: 024-01-000

JOB PART 14: 024-01-000

JOB PART 15: 024-01-000

JOB PART 16: 024-01-000

JOB PART 17: 024-01-000

JOB PART 18: 024-01-000

JOB PART 19: 024-01-000

JOB PART 20: 024-01-000

JOB PART 21: 024-01-000

JOB PART 22: 024-01-000

JOB PART 23: 024-01-000

JOB PART 24: 024-01-000

JOB PART 25: 024-01-000

JOB PART 26: 024-01-000

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JOB PART 28: 024-01-000

JOB PART 29: 024-01-000

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JOB PART 74: 024-01-000

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JOB PART 87: 024-01-000

JOB PART 88: 024-01-000

JOB PART 89: 024-01-000

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JOB PART 91: 024-01-000

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JOB PART 95: 024-01-000

JOB PART 96: 024-01-000

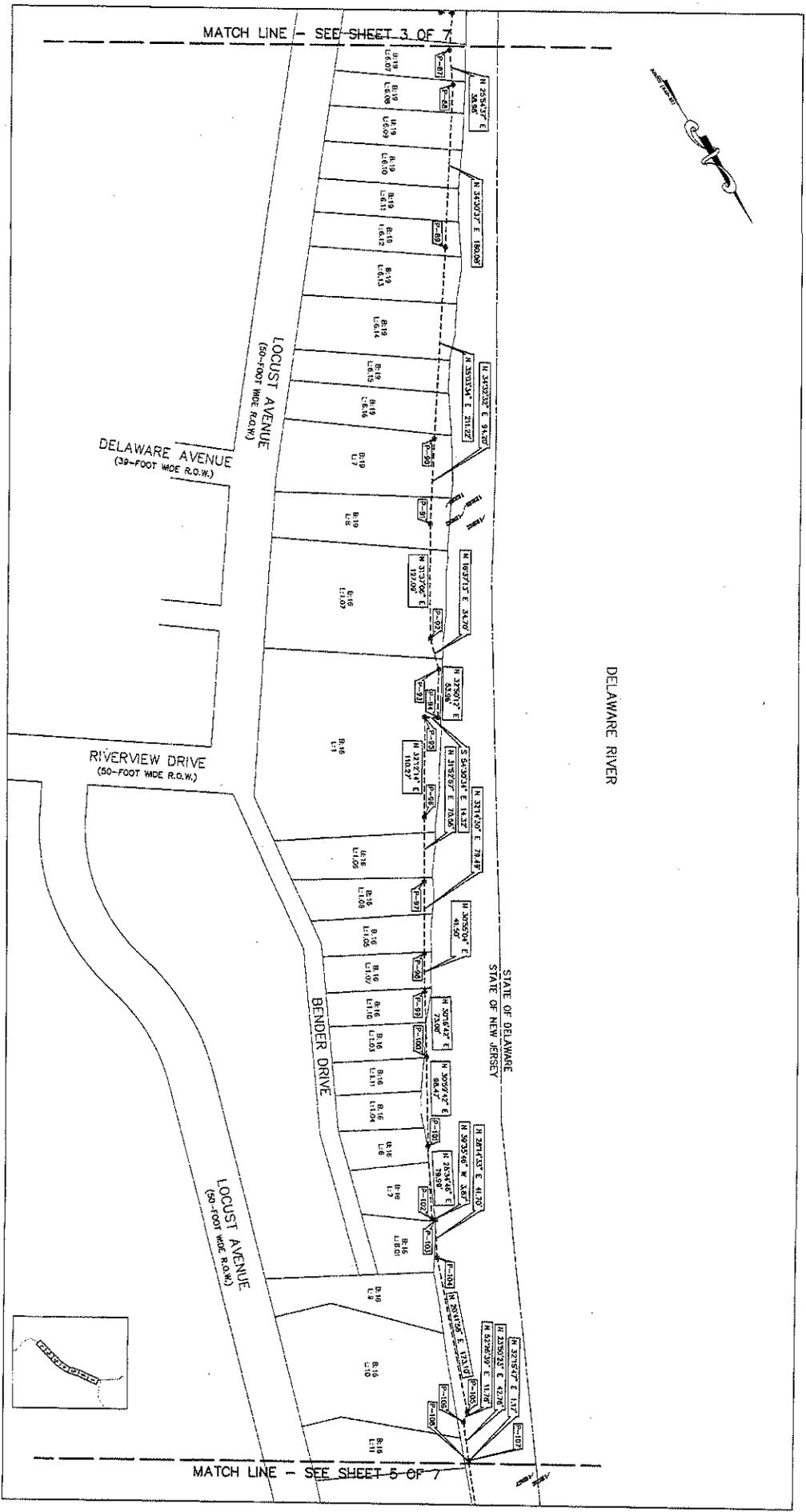
JOB PART 97: 024-01-000

JOB PART 98: 024-01-000

JOB PART 99: 024-01-000

JOB PART 100: 024-01-000

PNJ00506.01



--- Contour Line of Work Line
 --- Contour Line of West Lake Inlet Point
 --- State Boundary
 --- Parcel Boundary
 Block Number
 Lot Number

COORDINATES, BEARINGS AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83. PROPERTY LINES SHOWN TAKEN FROM TOWNSHIP OF ELSBORO TAX MAP DATED OCTOBER 20, 1981. STATE BOUNDARY AS PER SURVEIL COMMISSIONED FROM "NEW JERSEY OFFICE OF MEASUREMENT TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS" MESSAGE.

INSPECTION POINT TABLE	
NO.	DESCRIPTION
1	STATION 1
2	STATION 2
3	STATION 3
4	STATION 4
5	STATION 5
6	STATION 6
7	STATION 7
8	STATION 8
9	STATION 9
10	STATION 10
11	STATION 11
12	STATION 12
13	STATION 13
14	STATION 14
15	STATION 15
16	STATION 16
17	STATION 17
18	STATION 18
19	STATION 19
20	STATION 20
21	STATION 21
22	STATION 22
23	STATION 23
24	STATION 24
25	STATION 25
26	STATION 26
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41	STATION 41
42	STATION 42
43	STATION 43
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48	STATION 48
49	STATION 49
50	STATION 50
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85	STATION 85
86	STATION 86
87	STATION 87
88	STATION 88
89	STATION 89
90	STATION 90
91	STATION 91
92	STATION 92
93	STATION 93
94	STATION 94
95	STATION 95
96	STATION 96
97	STATION 97
98	STATION 98
99	STATION 99
100	STATION 100



LANDWARD LIMIT OF WORK LINE

TOWNSHIP OF ELSBORO
 SHELBY COUNTY, NEW JERSEY

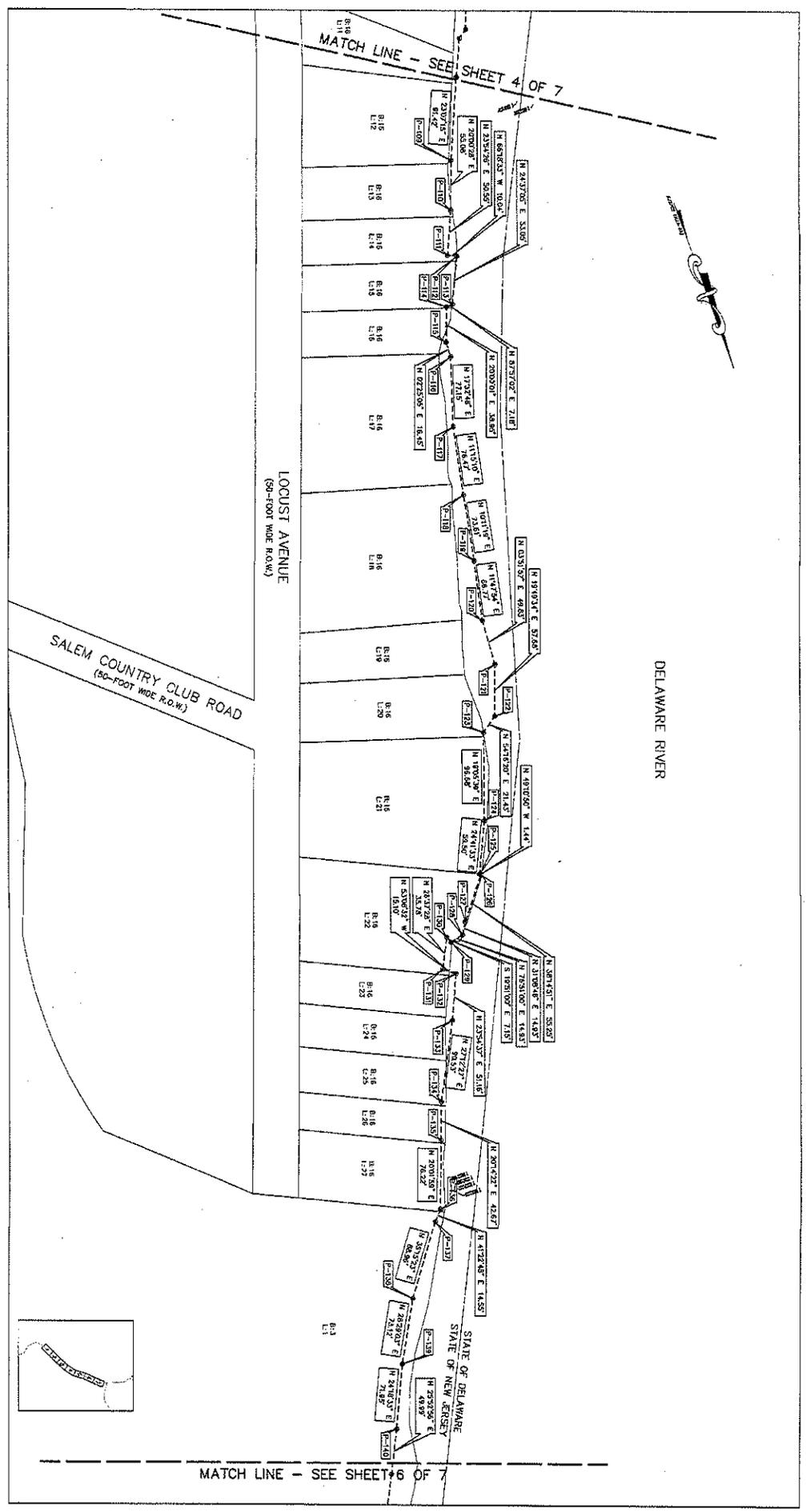
MICHAEL J. MISKUR, P.L.S.

1 of 7

M.J.M.

PNJ00506.01

DELAWARE RIVER



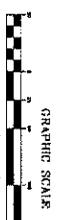
- Landward Limit of Work Line
- ⊙ Landward Limit of Work Line Station Point
- State Boundary
- Federal Boundary
- District Number
- List Number

NE-ELECTRON POINT TABLE

POINT	BEARING	DISTANCE
1	N 89°50' W	100.00
2	N 89°50' W	100.00
3	N 89°50' W	100.00
4	N 89°50' W	100.00
5	N 89°50' W	100.00
6	N 89°50' W	100.00
7	N 89°50' W	100.00
8	N 89°50' W	100.00
9	N 89°50' W	100.00
10	N 89°50' W	100.00
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42	N 89°50' W	100.00
43	N 89°50' W	100.00
44	N 89°50' W	100.00
45	N 89°50' W	100.00
46	N 89°50' W	100.00
47	N 89°50' W	100.00
48	N 89°50' W	100.00
49	N 89°50' W	100.00
50	N 89°50' W	100.00

NE-ELECTRON POINT TABLE

POINT	BEARING	DISTANCE
1	N 89°50' W	100.00
2	N 89°50' W	100.00
3	N 89°50' W	100.00
4	N 89°50' W	100.00
5	N 89°50' W	100.00
6	N 89°50' W	100.00
7	N 89°50' W	100.00
8	N 89°50' W	100.00
9	N 89°50' W	100.00
10	N 89°50' W	100.00
11	N 89°50' W	100.00
12	N 89°50' W	100.00
13	N 89°50' W	100.00
14	N 89°50' W	100.00
15	N 89°50' W	100.00
16	N 89°50' W	100.00
17	N 89°50' W	100.00
18	N 89°50' W	100.00
19	N 89°50' W	100.00
20	N 89°50' W	100.00
21	N 89°50' W	100.00
22	N 89°50' W	100.00
23	N 89°50' W	100.00
24	N 89°50' W	100.00
25	N 89°50' W	100.00
26	N 89°50' W	100.00
27	N 89°50' W	100.00
28	N 89°50' W	100.00
29	N 89°50' W	100.00
30	N 89°50' W	100.00
31	N 89°50' W	100.00
32	N 89°50' W	100.00
33	N 89°50' W	100.00
34	N 89°50' W	100.00
35	N 89°50' W	100.00
36	N 89°50' W	100.00
37	N 89°50' W	100.00
38	N 89°50' W	100.00
39	N 89°50' W	100.00
40	N 89°50' W	100.00
41	N 89°50' W	100.00
42	N 89°50' W	100.00
43	N 89°50' W	100.00
44	N 89°50' W	100.00
45	N 89°50' W	100.00
46	N 89°50' W	100.00
47	N 89°50' W	100.00
48	N 89°50' W	100.00
49	N 89°50' W	100.00
50	N 89°50' W	100.00



LANDWARD LIMIT OF WORK LINE

COMPLETION AND REVISIONS

DATE: 05/24/07

BY: M.J.M.

PROJECT: SALEM COUNTY, NEW JERSEY

SCALE: 1" = 100.00 FT

PROJECT NO: PN00506.01

STATE OF DELAWARE
 SALEM COUNTY, NEW JERSEY

LANDWARD LIMIT OF WORK LINE

DATE: 05/24/07

BY: M.J.M.

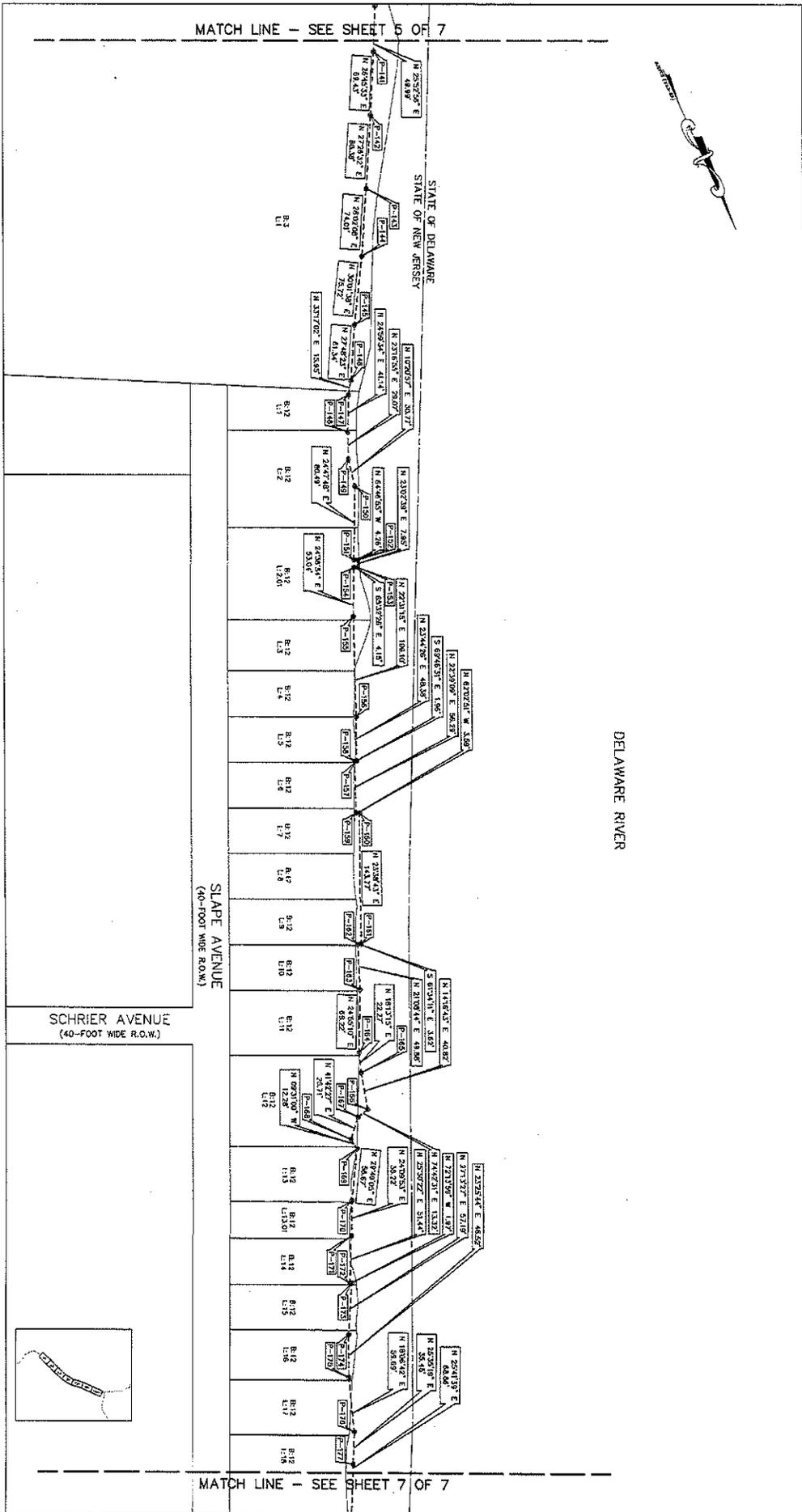
PROJECT: SALEM COUNTY, NEW JERSEY

SCALE: 1" = 100.00 FT

PROJECT NO: PN00506.01



MATCH LINE - SEE SHEET 5 OF 7



DELAWARE RIVER

SLAPE AVENUE
(40-FOOT WIDE R.O.W.)

SCHRIER AVENUE
(40-FOOT WIDE R.O.W.)

MATCH LINE - SEE SHEET 7 OF 7

- Landward Limit of Work Line
- State Boundary
- Parcel Boundary
- Block Number
- Lot Number

COORDINATES, BEARINGS, AND DISTANCES ARE IN THE NEW ENERGY PLANS CORRECTION SYSTEM HAD-A-L PROPERTY LINES SHOWN EXCEPT THOSE OF BASKINGO VIA WAYS DATED OCTOBER 20, 1981. ELEVATIONS, OFFICE OF GEODESIC SURVEILLATION SYSTEMS' WEBSITE.

LINE POINTS POINT TABLE

POINT	BEARING	DISTANCE	ASSIGN
1-10	N 23°32' E	41.12	1-10
1-11	S 89°51' W	13.85	1-11
1-12	N 23°32' E	41.12	1-12
1-13	S 89°51' W	13.85	1-13
1-14	N 23°32' E	41.12	1-14
1-15	S 89°51' W	13.85	1-15
1-16	N 23°32' E	41.12	1-16
1-17	S 89°51' W	13.85	1-17
1-18	N 23°32' E	41.12	1-18
1-19	S 89°51' W	13.85	1-19
1-20	N 23°32' E	41.12	1-20
1-21	S 89°51' W	13.85	1-21
1-22	N 23°32' E	41.12	1-22
1-23	S 89°51' W	13.85	1-23
1-24	N 23°32' E	41.12	1-24
1-25	S 89°51' W	13.85	1-25
1-26	N 23°32' E	41.12	1-26
1-27	S 89°51' W	13.85	1-27
1-28	N 23°32' E	41.12	1-28
1-29	S 89°51' W	13.85	1-29
1-30	N 23°32' E	41.12	1-30

ADDITIONAL POINT TABLE

POINT	BEARING	DISTANCE	ASSIGN
1-31	N 23°32' E	41.12	1-31
1-32	S 89°51' W	13.85	1-32
1-33	N 23°32' E	41.12	1-33
1-34	S 89°51' W	13.85	1-34
1-35	N 23°32' E	41.12	1-35
1-36	S 89°51' W	13.85	1-36
1-37	N 23°32' E	41.12	1-37
1-38	S 89°51' W	13.85	1-38
1-39	N 23°32' E	41.12	1-39
1-40	S 89°51' W	13.85	1-40
1-41	N 23°32' E	41.12	1-41
1-42	S 89°51' W	13.85	1-42
1-43	N 23°32' E	41.12	1-43
1-44	S 89°51' W	13.85	1-44
1-45	N 23°32' E	41.12	1-45
1-46	S 89°51' W	13.85	1-46
1-47	N 23°32' E	41.12	1-47
1-48	S 89°51' W	13.85	1-48
1-49	N 23°32' E	41.12	1-49
1-50	S 89°51' W	13.85	1-50



TOWNSHIP OF BASKINGO
 STATE COUNTY NEW JERSEY
LANDWARD LIMIT OF WORK LINE

03/17/2010
 CONSULTING AND LANDOWN ENGINEERS
 609 987-1100
 1000 W. MAIN ST. SUITE 200
 BASKINGO, NJ 07005

MICHAEL J. MESSER, P.L.S.
 1000 W. MAIN ST. SUITE 200
 BASKINGO, NJ 07005

M.J.M.



MATCH LINE - SEE SHEET 6 OF 7

SLAPE AVENUE
(40-FOOT WIDE ROW)

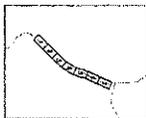
STATE OF DELAWARE
STATE OF NEW JERSEY

DELAWARE RIVER

- Landward Limit of Work Line
- Landward Limit of Work Line Intersection Point
- State Boundary
- Parcel Boundary
- Brick Number
- Lot Number

COORDINATES, BEARINGS, AND DISTANCES ARE IN THE NEW JERSEY PLANE COORDINATE SYSTEM NAD-83. PROPERTY LINES SHOWN BASED FROM TOWNSHIP OF ELLENBORO TAX MAPS DATED OCTOBER 20, 1961. STATE BOUNDARY AS PER SURVEYS COMPILED FROM NEW JERSEY OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS' WEBSITE.

BRICK	BRICK NUMBER	BRICK AREA	BRICK PERCENT
1	101	1,234.56	12.34
2	102	1,345.67	13.45
3	103	1,456.78	14.56
4	104	1,567.89	15.67
5	105	1,678.90	16.78
6	106	1,789.01	17.89
7	107	1,890.12	18.90
8	108	1,901.23	19.01
9	109	1,912.34	19.12
10	110	1,923.45	19.23
11	111	1,934.56	19.34
12	112	1,945.67	19.45
13	113	1,956.78	19.56
14	114	1,967.89	19.67
15	115	1,978.90	19.78
16	116	1,989.01	19.89
17	117	1,990.12	19.90
18	118	1,991.23	19.91
19	119	1,992.34	19.92
20	120	1,993.45	19.93
21	121	1,994.56	19.94
22	122	1,995.67	19.95
23	123	1,996.78	19.96
24	124	1,997.89	19.97
25	125	1,998.90	19.98
26	126	1,999.01	19.99
27	127	1,999.12	19.99
28	128	1,999.23	19.99
29	129	1,999.34	19.99
30	130	1,999.45	19.99
31	131	1,999.56	19.99
32	132	1,999.67	19.99
33	133	1,999.78	19.99
34	134	1,999.89	19.99
35	135	1,999.90	19.99
36	136	1,999.91	19.99
37	137	1,999.92	19.99
38	138	1,999.93	19.99
39	139	1,999.94	19.99
40	140	1,999.95	19.99
41	141	1,999.96	19.99
42	142	1,999.97	19.99
43	143	1,999.98	19.99
44	144	1,999.99	19.99
45	145	1,999.99	19.99
46	146	1,999.99	19.99
47	147	1,999.99	19.99
48	148	1,999.99	19.99
49	149	1,999.99	19.99
50	150	1,999.99	19.99



LANDWARD LIMIT OF WORK LINE
 TOWNSHIP OF ELLENBORO
 SHELBY COUNTY, NEW JERSEY
 CONSULTING AND PROFESSIONAL ENGINEERS
ONE
MICHAEL J. MCGOURL, P.L.S.
 PROJECT NO. 09-07-000
 SHEET NO. 7-D
 DATE: 7-27-07
 DRAWN BY: M.J.M.
 CHECKED BY: M.J.M.
 P.N.00506.01