

1
AMENDMENT TO MASTER DEED

WHEREAS, a joint venture known as "Channel Club Tower Associates", consisting of Kendall Development Co., a New Jersey Corporation, and Walter W. Mihz, as Sponsor or Developer of the condominium known as "Channel Club Tower" located in the Borough of Monmouth Beach, Monmouth County, executed a Master Deed dated December 31, 1973 submitting said property to the provisions of the Condominium Act of the State of New Jersey (N.J.S.A. 45:83-1 et seq.) and recorded in Deed Book 3358, Page 667, and

WHEREAS, subsequently the individual members of the joint venture, A-S Development Inc., a New Jersey Corporation (successor by merger to A-S Shelters Inc., and originally named Kendall Development Co.), and Walter W. Mihz, executed a confirmatory Master Deed dated February 21, 1975, joined in by Doris A. Mihz, the wife of Walter W. Mihz, recorded on March 5, 1975 in Deed Book 3917, Page 306, confirming and correcting the Master Deed dated December 31, 1973, and

WHEREAS, the By-Laws of Channel Club Tower Association Inc., a New Jersey Not For Profit Corporation (the "Association") were annexed to said confirmatory Master Deed as Exhibit B, and

WHEREAS, at a meeting of the Unit Owners of the Association duly called and held on February 9, 1976, the By-Laws of the Association were amended, and

BOOK 3982 PAGE 776

Recd. 7-27-76

WHEREAS, the By-Laws require that such amendment be recorded with the Office of the Clerk of Monmouth County.

NOW, THEREFORE, by these presents, the Association does hereby record the amendment to said By-Laws:

Section 3 of Article IV of the By-Laws of the Association is amended by adding the following paragraph:

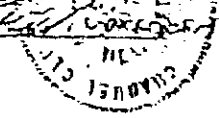
On or after two years from the date of the closing of title to the first Apartment Unit, the Sponsor, shall not be entitled to cast its vote for the election of Directors except it shall have the right to designate Directors to the Board to assure it of minority representation on the Board as follows: not more than three directors as long as the Sponsor owns in number 30% or more of the Apartment Units; not more than two directors as long as it owns in number 10% or more but less than 30% of the Apartment Units and not more than one director as long as it owns at least one of the Apartment Units. Notwithstanding any other contrary or inconsistent provision of these By-Laws, if a director designated by the Sponsor pursuant to the preceding sentence dies, resigns, is removed with or without cause or otherwise ceases to be a director, the Sponsor shall have the right to designate his successor to the Board and the term of any such newly designated director shall be for the balance of the term of the director whose vacancy is being filled.

IN WITNESS WHEREOF, the Association has caused these presents to be signed and duly executed this 14th day of July, 1976.

CHANNEL CLUB TOWER ASSOCIATION, INC.
(A New Jersey Not For Profit Corporation)

ATTEST:

[Handwritten signature]

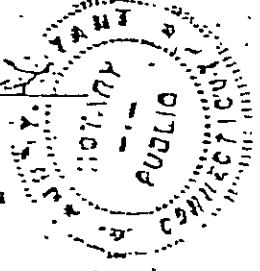
By: *[Handwritten signature]*


STATE OF *Conn.*)
SS:
COUNTY OF *Fairfield*

BE IT REMEMBERED that on this 19 day of July, 1976, before me, the subscriber, a Notary Public of the State of *Conn.*, personally appeared WILLIAM F. QUILL, the President of Channel Club Tower Association, Inc., a New Jersey Not For Profit Corporation, who, I am satisfied, is the person who has signed the within instrument: and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors..

31-27-76 45958 •20246 241222 9.00

Ann Y. Wyant
NOTARY PUBLIC
ANN Y. WYANT
NOTARY PUBLIC
NOT COMMISSION EXPIRES MARCH 31, 1977



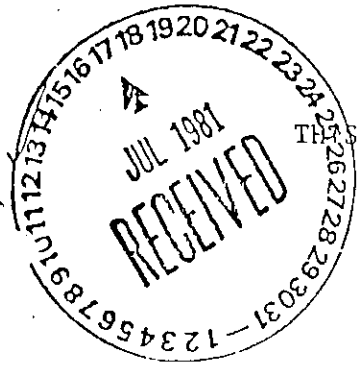
Prepared by Israel A. Stein,
Attorney-at-Law of New York,

*Pa 9-
Parnass 7/27/76
P.O. 608
RB 0722*

RECORDED
JUL 27 9 49 AM '76
COUNTY CLERK'S OFFICE
John R. ...
SQUID CLERK

020246

#2



THIS DOCUMENT IS TO BE RECORDED AS A DEED

AMENDMENT TO

MASTER DEED

WHEREAS, CHANNEL CLUB TOWER ASSOCIATES, a Joint Venture, transacting business in New Jersey recorded in the Monmouth County Clerk's Office a certain Master Deed for property known as Channel Club Tower upon certain lands located within the Borough of Monmouth Beach, County of Monmouth and State of New Jersey pursuant to R.S. 46:8B-1, et seq.; and

WHEREAS, said Master Deed of which the By-laws was a part was recorded in Deed Book 3868 at page 667 et seq. and a Confirmatory Master Deed recorded March 5, 1975 in Deed Book 3917 at page 306 et seq. and further corrected confirmed and amended recorded in Deed Book 3982 at page 776; and

WHEREAS, Channel Club Tower Association, Inc. (hereinafter the "Association") has voted to further amend the Master Deed and By-laws of the Association.

NOW, THEREFORE, be it recorded that the following amendments to the Master Deed and By-laws be entered upon the records of the Clerk of the County of Monmouth:

1. Article III, Section 1 of the By-laws has been amended to change the date of the annual meeting of the Association from the first Monday of the twelfth month following the recordation of the Master Deed and thereafter on the first Monday of said month to the third Monday of May.

2. Section 20 of the Master Deed and Article XII of the By-laws is amended to change the number of affirmative votes necessary to modify or amend the Master Deed and By-laws from at least 75% to at least 66 2/3%.

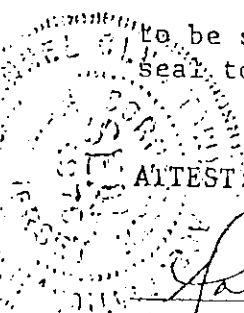
3. To amend Article XI, Section 1 of the By-laws which requires all notices to Unit Owners be sent registered or certified mail to the fact that all notices to any Unit Owner shall be sent by mail to the address designated for his Apartment Unit, or to such other address as may here have been designated by such Unit Owner from time to time in writing to the Association.

BOOK 4305 PAGE 797

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 23rd day of June, 1981.

ATTEST:

CHANNEL CLUB TOWER ASSOCIATION, INC.



Paul Meelbank

Jean Blair
BY: JEAN BLAIR, PRESIDENT

STATE OF NEW JERSEY:

SS

COUNTY OF MONMOUTH:

JUL--7-81 44247 022077 035 Rec AGa

13.00

BE IT REMEMBERED that on this 23rd day of June, 1981, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Jean Blair, who being by me duly sworn on h__ oath, deposes and makes proof to my satisfaction that he is the secretary of Channel Club Tower Association, Inc., the corporation named in the within instrument; that Jean Blair is the president of said corporation; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of that corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed, and said instrument signed and delivered by said president as and for the voluntary act and deed of said corporation in the presence of deponent who thereupon subscribed h__ name thereto as attesting witness.

Paul Meelbank
SECRETARY

Subscribed and sworn to before me the date aforesaid.

John J. DeVincens
Attorney at Law of New Jersey
PREPARED BY; RECORD AND RETURN TO:

JOHN J. DeVINCENS, ESQUIRE
214 Washington Street, P.O. Box 1026
Toms River, New Jersey 08753

pd \$ 13.00

RECORDED
JUL 7 9 38 AM '81
HONORABLE CLERK OF SUPERIOR COURT
STATE OF NEW JERSEY

022077

BOOK 4305 PAGE 798

END OF DOCUMENT

3

WILENTZ GOLDMAN & SPITZER

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

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111 John Street
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Fax (212) 267-3828

Please reply to
Woodbridge
(908) 855-6028

DAVID T. WILENTZ (1919-1988)
G. GEORGE GOLDMAN (1922-1959)
HENRY M. SPITZER (1928-1989)

WARREN W. WILENTZ
MATTHIAS D. DILEO
ROBERT A. PETITO
MORRIS BROWNA
HAROLD G. SMITH
FREDERIC K. BECKER¹
NICHOLAS L. SANTOWASSO
ALFRED J. HILL
RICHARD F. LEIT
JOHN A. HOFFMAN
STANLEY L. BENN (1985-1989)
STEPHEN E. BARGAN
ROBERT J. CIRAFESI
FRANCIS V. BONELLO
VINCENT P. MALTESE
KENNETH B. FALK¹
DAVID M. WILSTEIN
ALAN M. DARNELL
GORDON J. GOLJUM
FRANK M. CIUFFANJA
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RANDALL J. RICHARDS
BARRY T. ALBIN³
BONNIE M. S. REISS

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NORMAN J. PEER¹
JOSEPH J. JANKOWSKI
FREDERICK J. DENNEHY
ROY H. TANZMAN¹
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HAL L. BAUME^{1,7}
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CHRISTOPHER M. PLACITELLA¹
PAUL T. SWANICKE⁷
CHARLES S. ZUCKER
JAMES E. TRABILSY
MAUREEN S. BINETTI
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MICHAEL J. BARRETT
JEFFREY R. RICH¹
MICHAEL F. SCHAFF^{1,9}

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HAROLD G. STERLING¹

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ELIZABETH G. DELL¹
NOEL S. TONNEMAN
MARTIN J. CONROY
SCOTT T. SMITH
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FRANK M. ORTIZ¹
DAVID M. GILFILLAN¹⁰
RISA A. KLEINER²
EDWARD T. KOLE
HESSER G. MCBRIDE, JR.
RUTH D. MARCUS⁸
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RICHARD B. ROBINS
EDWARD D. BENATTAR
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EDITH A. TOBIA

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JOHN M. O'CONNOR
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AMY H. SOLED¹
DONALD E. TAYLOR²
JOHN E. KEEFE, JR.
JAMES A. ROBERTSON²
ELLEN M. TORREGROSSA
CAROL W. DOBSON²
ANDREW J. KELLY¹
JAMES SHARKEY¹

- △ Certified Civil Trial Attorney
- Certified Criminal Trial Attorney
- 1 Also admitted in NY
- 2 Also admitted in PA
- 3 Also admitted in CT
- 4 Also admitted in DC
- 5 Also admitted in MA
- 6 Also admitted in MD
- 7 Also admitted in IL
- 8 Only admitted in NY
- 9 Also admitted in FL
- 10 Also admitted in GA
- 11 Also admitted in VT

May 13, 1992


Ms. Eileen Rise
Building Manager
Channel Club Tower Association Inc.
Channel Club Tower
Channel Drive
Monmouth Beach, New Jersey 07750

Re: Channel Club Tower Association Inc.
Amendment to Master Deed dated March 5, 1992

Dear Eileen:

Enclosed is a copy of the Amendment to the Master Deed of Channel Club Tower Association Inc. dated March 5, 1992 which was recorded in the Monmouth County Clerk's office on March 24, 1992 in Deed Book 5129, Pages 302 through 307.

Very truly yours,


SUSANNE S. O'DONOHUE

SSO/db

Enclosure

PREPARED BY:


DANIEL J. DIPOALO, ESQ.

AMENDMENT TO MASTER DEED

WHEREAS, CHANNEL CLUB TOWER ASSOCIATES, a joint venture, transacting business in New Jersey, recorded in the Monmouth County Clerk's Office a certain Master Deed for certain premises known as Channel Club Tower, a Condominium, upon certain lands located within the Borough of Monmouth Beach, County of Monmouth and State of New Jersey pursuant to R.S. 46:8B-1, et seq.; and

WHEREAS, said Master Deed of which the By-Laws was a part was recorded in Deed Book 3868 at page 667 et seq. and a Confirmatory Master Deed recorded March 5, 1975 in Deed Book 3917 at page 306 et seq. and further corrected, confirmed, amended and recorded in Deed Book 3982 at page 776; and

WHEREAS, Channel Club Tower Association, Inc. (hereinafter the "Association") has voted to further amend the Master Deed and By-Laws of the Association.

NOW, THEREFORE, be it resolved that the following amendments to the Master Deed and By-Laws be entered upon the records of the Clerk of the County of Monmouth:

Article IV, Section 7 of By-Laws of Channel Club Tower Association, Inc. is hereby supplemented and amended as follows:

Section 7 (A) OPEN MEETINGS OF THE BOARD OF DIRECTORS

(a) OPEN MEETINGS

All regular and special meetings of the Board of Directors, except conference and working sessions at which no binding votes are to be taken, shall be open to attendance by all unit owners.

(b) RESTRICTIONS TO OPEN MEETINGS

Despite the provisions set forth in subsection (a) above, the Board of Directors may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

(1) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; or

(2) Any pending or anticipated litigation or pending or anticipated contract negotiations; or

(3) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his/her ethical duties as a lawyer, or

(4) Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the Association.

(c) MINUTES OF OPEN MEETINGS

At each meeting required to be open to all unit owners, minutes of the meetings shall be taken, and copies of those meetings shall be made available to all unit owners for inspection before the next open meeting at the on-site office of the Association's building manager during regular business hours.

Section 7 (B) NOTICE REQUIREMENTS FOR OPEN MEETINGS

(a) NOTICE

Adequate notice of all open meetings shall be given to all unit owners.

(b) ADEQUATE NOTICE

Adequate notice means written advance notice of at least 48 hours specifying the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting. Such notice shall accurately state whether formal action may or may not be taken. This notice shall be:

(1) Prominently posted in at least one place within the condominium property reserved for such or similar announcements,

(2) Mailed, telephoned, telegraphed or hand delivered to at least two newspapers designated as the official Association newspapers by the Association's Board of Directors, and

(3) Filed with the Association manager or secretary.

(c) ANNUAL POSTING OF OPEN MEETINGS

At least once each year within seven (7) days following the annual meeting of the Association, the Board of Directors shall post and maintain posted throughout the year a schedule of meetings for the upcoming year in the location referred to in Section 7 (B)(b)(1).

Section 7 (C) EMERGENCY MEETINGS

In the event that the Board of Directors is required to deal with matters of such urgency and importance that a delay for the purpose of providing unit owners with 48 hours' advance notice would result in substantial harm to the interests of the Association, the notice shall be deemed adequate if it is provided as soon as practical following the calling of the meeting.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 5 day of

March, 1992.

CHANNEL CLUB TOWER ASSOCIATION, INC.

ATTEST:


Secretary

BY: 
President

4

Reussille Law Firm, LLC

(FOUNDED IN 1861 BY JOHN S. APPLGATE)

COUNSELLORS - AT - LAW

365 BROAD STREET, 3RD FLOOR

P. O. BOX 580

RED BANK, NEW JERSEY 07701

MARTIN M. BARGER (N.J. & N.Y.)

PETER W. KENNY (N.J. & N.Y.)

RONALD T. CATELLI (N.J. & TN.)

FRANCIS J. CAMPBELL

COUNSEL

LEON REUSSILLE, JR. (1917-1980)

www.reussillelawfirm.com

RED BANK, NJ 07701

365 BROAD STREET, 3RD FLOOR

(732) 741-1800

FAX: (732) 758-9724

WHITING, NJ 08759

15A WHITING SHOPPING CENTER

P.O. BOX 137

(732) 350-3200

FAX: (732) 350-3731

February 1, 2012

Channel Club Tower Association, Inc.
Attn: Brian McAndrew, President, Board of Directors
One Channel Drive
Monmouth Beach, NJ 07750

Re: Channel Club Tower Association, Inc.
Subject Property: Channel Drive, Monmouth Beach, New Jersey
Lot: 5, Block: 25
Property Owner: Morgan Realty Development, LLC

Dear Mr. McAndrew:

Enclosed herein please find a recorded copy of the Amended Deed of Easement regarding the above referenced matter, indicating that same was filed in the Monmouth County Clerk's office on January 19, 2012, in Book 8928, Page 339.

This will confirm that this matter has now been completed to your satisfaction, to the extent that the repairs and/or repaving to Channel Drive have been completed to your approval, and the Amended Deed of Easement has been filed in the Monmouth County Clerk's Office. This will confirm that the adjacent land owner fully complied with the terms of the Memorandum of Understanding.

Enclosed herein please find this firm's final invoice for legal services rendered on your behalf thus far, indicating that there is a balance due and owing in the amount of \$840.00. Please issue a check in that amount, made payable to this Firm, and return same to me in the self addressed stamped envelope provided for your convenience.

In closing, it was a pleasure working with you in this matter, and as always, if you should have any questions, require additional information, or require my services in the future, please do not hesitate to contact me at your convenience. I remain,

Very truly yours,


RONALD T. CATELLI

RTC/lgf
Enclosures

JAN 19 2012

AMENDED DEED OF EASEMENT



THIS INDENTURE is made and effective on the last date signed below, by and between **Morgan Realty Development, L.L.C.**, a New Jersey limited liability company having an office located at 2000 Highway 35, South Amboy, New Jersey 08879 ("**Grantor**"), and the **Channel Club Tower Association, Inc.**, a New Jersey non-profit corporation having an office located at 1 Channel Drive, Monmouth Beach, New Jersey 07750 ("**Grantee**").

WHEREAS, Grantor is seised in fee simple of a parcel of land by virtue of a deed of conveyance dated July 11, 2001, recorded August 4, 2001 in the Monmouth County Clerk's office in Deed Book 8042, page 1707, a portion of which is known as "**Channel Drive**," a private road having a width of 50.00' and more particularly described as TRACT THREE on Schedule "A" attached hereto; and

WHEREAS, Grantee is seised in fee simple of a parcel of land (Schedule "B" hereto) on which is erected a seventeen story building containing 222 residential condominium units and other improvements (the land and the building and all such improvements situate thereon hereinafter are referred to as the "**Channel Club Tower Property**" and the "**Channel Club Tower**," respectively); and

WHEREAS, Grantor and Grantee are parties to a Deed of Easement between their predecessors in title recorded February 10, 1975 in the Monmouth County Clerk's Office in Deed Book 3915, Page 370 (the "**1975 Easement**") which provides for, among other things, a non-exclusive perpetual easement with joint maintenance over Channel Drive as therein delineated; and

WHEREAS, Grantor and Grantee now desire to modify and amend the said 1975 Easement upon the terms and conditions herein-after set forth.

NOW THEREFORE, in consideration of the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant, transfer and convey unto Grantee, its successors and/or assigns forever, a permanent non-exclusive easement and right of egress and ingress in perpetuity, upon, across and along Channel Drive for the purpose of creating and/or continuing a non-exclusive easement for driveway egress and ingress from and to the land known as the Channel Club Tower Property and the premises known as the Channel Club Tower. The said easement is provided to Grantee, its successors and assigns, and the Channel Club Tower unit owner(s), tenant(s), and invitees, as a means of egress and ingress to and from the Channel Club Tower Property and the Channel Club Tower by foot or by vehicle. The right granted by this easement shall be restricted to ingress and egress only, and the Grantee, and the owner(s), tenant(s) and invitee(s) of the Channel Club Tower Property and/or the Channel Club Tower shall be prohibited from parking or storing vehicles, personalty or other property on Channel Drive or any portion thereof.

2. Channel Drive shall remain a private street owned by Grantor, its successors and/or assigns forever and in perpetuity. Grantor shall have no obligation either to dedicate or to offer for dedication Channel Drive to any applicable governmental authority as a public roadway. The foregoing notwithstanding, said easement upon, across and along Channel Drive shall remain open for public use three hundred sixty-five (365) days per year. Such continuous public use shall not be construed to cause or result in a *de facto* dedication of Channel Drive as a public roadway.

3. As long as Channel Drive shall remain a private street owned by Grantor, Grantor, its successors and/or assigns shall be fully responsible for the maintenance and/or repair of said Channel Drive. Grantee shall not have any further responsibility or liability for, or input with respect to, the repair and/or maintenance of Channel Drive, and Grantee shall not have any further obligation to maintain insurance for that purpose. All rights conferred upon Grantee in the 1975 Easement to participate in any manner in the repair and/or maintenance of Channel Drive hereby are forever extinguished.

4. As owner of Channel Drive, Grantor, its successors and/or assigns, for themselves and for the benefit of their invitee(s), shall retain the right to maintain curbside parallel street parking but not angled parking along Channel Drive.

5. All terms and provisions in the 1975 Easement which are at variance with this Amended Deed of Easement shall be deemed superseded and of no force and effect.

6. This Amended Deed of Easement, and all covenants contained therein, shall bind and inure to Grantor and Grantee and to their respective successors and/or assigns.

7. This Amended Deed of Easement has been reviewed and approved by the Borough Commissioners of the Borough of Monmouth Beach, the applicable governmental authority.

Witnessed or Attested by:

Javier A. Carralante

GRANTOR
MORGAN REALTY DEVELOPMENT, L.L.C.

By: *Michael Chrysanthopoulos*
Michael Chrysanthopoulos, Managing Member

Witnessed or Attested by:

GRANTEE
CHANNEL CLUB TOWER ASSOCIATION, INC.

(Seal)

Brian McAndrew, President

This Amended Deed of Easement was approved by the Monmouth Beach Commissioners at its regularly scheduled meeting held on January 17, 2012.

Joyce Escalante, Borough Clerk

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on JANUARY 18, 2012, Michael Chrysanthopoulos personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he is the Managing Member of Morgan Realty Development, L.L.C., the limited liability company named in this document;
- (b) this document was signed and delivered by Morgan Realty Development, L.L.C. as its voluntary act duly authorized by a proper resolution of a majority of its Members;
- (c) he knows the proper seal of Morgan Realty Development, L.L.C. which was affixed to this document; and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
on JAN 18, 2012.

B/R Lebenfeld, Barker, Swerman &
Sharon LLP
140 Broad St.
Red Bank, NJ 07701

ELIZABETH A. HEATH
Notary Public of New Jersey
My Commission Exp. Oct. 15, 2016

CLARE FRENCH-CITY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2012006275

RECORDED ON

Jan 19, 2012
12:15:50 PM

BOOK:OR-8928

PAGE:339

Total Fees: \$

COUNTY RECORDING FEES \$100.00

TOTAL PAID \$100.00

STATE OF NEW JERSEY, COUNTY OF

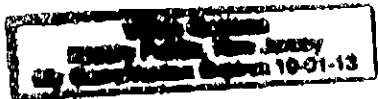
SS.:

I CERTIFY that on December 27, 2011, Brian McAndrew personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he is the President of Channel Club Tower Association, Inc., the corporation named in this document;
- (b) this document was signed and delivered by Channel Club Tower Association, Inc. as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) he knows the proper seal of Channel Club Tower Association, Inc. which was affixed to this document; and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me on December 27, 2011.

[Handwritten Signature]



SCHEDULE A - DESCRIPTION**TRACT THREE**

BEGINNING at the point of intersection of the Southerly line of Channel Drive and the Easterly line of West Avenue and from said beginning point and running; thence

- (1) Along said Easterly line of West Avenue and crossing Channel Drive, North 02 degrees 01 minute 55 seconds West, 50.00 feet to a point in the Northerly line of Channel Drive; thence
- (2) Along said Northerly line of Channel Drive, North 87 degrees 58 minutes 05 seconds East, 842.85 feet to a point of curvature therein; thence
- (3) Easterly along line same, along a curve bearing to the right, having a radius of 130.46 feet, an arc length of 37.11 feet to a point; thence
- (4) Easterly along same, 148.85 feet to the Westerly line of River Avenue; Thence
- (5) Southerly along the Westerly line of River Avenue, 50.0 feet to the Southerly line of Channel Club Drive; thence
- (6) Westerly along same, 185.1 feet to a point; thence
- (7) Westerly along said Southerly line of Channel Drive, along a curve bearing to the left, having a radius of 80.48 feet, an arc length of 27.23 feet to a point of tangency therein; thence

- continued -

SCHEDULE A - DESCRIPTION
Continued

- (8) Along the same, South 87 degrees 56 minutes 05 seconds West,
842.85 feet to the point and place of BEGINNING.

BEING also known as Lot 6 in Block 25 on the Monmouth Beach Borough Tax Map.

THE above tracts are in accordance with a survey made by Thomas P. Santry dated June 10, 1997,
revised to June 28, 2001.

SCHEME "B"

beginning at a P.K. nail set at the southeasterly intersection
 formed by the easterly right-of-way line of West Street
 (a 50' R/W) and the southerly right-of-way line of a private
 road now called Channel Drive (a 50' R/W), said beginning poi-
 nt now called Channel Drive, 50.00 feet from the southwest
 bearing South 03° 21' 00" East, 50.00 feet from the southwest
 corner of the lands now or formerly of Henry Hays, running
 thence (1) along the southerly right-of-way line of the above-
 mentioned private road, North 86° 39' 00" East, 842.85 feet to
 a monument set at the point of curvature, running thence (2)
 still along the southerly right-of-way line of the aforesaid
 road a private road on a curve bearing to the right having a
 radius of 80.46 feet and an arc length of 27.23 feet to a mon-
 ument set at the northeasterly corner of Lot 3, South 8° 0'
 West, 242.03 feet to a monument found at an angle point,
 running thence (4) partly along the westerly line of Lot 3,
 South 11° 34' 00" West, 19.22 feet to a monument found and
 northeasterly corner of Lot 6, Block 29, running thence (5)
 along the northerly line of Lot 6, North 72° 30' 00" West,
 151.61 feet to a monument found at the northeasterly corner
 of Lot 6, running thence (6) along the westerly line of Lot 6,
 South 11° 44' 00" West, 200.00 feet to a monument found at
 northerly right-of-way line of River Avenue, running thence
 along the northerly right-of-way line of River Avenue, North
 50' 00" West, 15.10 feet to a monument found at the south-
 easterly corner of Lot 5-A, North 11° 44' 00" East, 232.07 feet
 a monument found at the northeasterly corner of Lot 5-A, North
 72° 34' 00" West, 140.00 feet to an iron pipe set at the northeasterly
 corner of Lot 5-A, running thence (10) partly along the westerly
 line of Lot 5-A on a curve bearing to the left having a radi-
 us of 180.00 feet and an arc length of 148.27 feet to an iron
 pipe found at the northeasterly corner of Lot 17, running thence
 (11) along the northerly line of Lot 17, South 65° 40' 00" West,
 129.00 feet to an iron pipe found at the northeasterly corner
 of Lot 17 and the easterly right-of-way line of River Lane
 (a 50' R/W), running thence (12) continuing along the same line
 extended, North 85° 40' 00" West, 51.99 feet to a monument
 (13) along the westerly right-of-way line of River Lane on a
 curve bearing to the left having a radius of 130.00 feet and
 an arc length of 153.93 feet to a P.K. nail set in a tree at
 and the point of tangency, running thence (14) still along the
 westerly right-of-way line of River Lane, South 3 degrees 1'
 minutes, 50 seconds, West 30.47 feet to a pinnais stake set
 the point of curvature, running thence (15) still along the
 westerly right-of-way line of River Lane on a curve bearing
 the left having a radius of 80 feet and an arc length of 25
 feet to a monument set in the northerly line of Lot 5-A
 25-A running thence (16) partly along the northerly line of
 5, South 70 degrees 49 minutes 00 seconds West, 203.34 feet
 an iron pipe found at a corner of Lot 5, Block 29, said iron
 pipe is 49.53 feet from a monument found, if the same line
 to be extended, running thence (17) along the easterly line
 Lot 5, North 13° 11' 00" West, 30.00 feet to an iron pipe
 at the northeasterly corner of Lot 5, running thence (18) c-
 to the northerly line of Lot 5, South 75° 01' 00" West, 145.21
 Street, running thence (19) along the easterly right-of-way
 of West Street, North 12° 16' 00" West, 119.87 feet to a mon-
 ument set at an angle point in said right-of-way line, run-
 thence (20) still along the easterly right-of-way line of
 Street, North 03° 21' 00" West, 491.20 feet to a point or
 of beginning. Contains 6.898 Acres.

REV. 3915 MAR 376