

# AVALON PLANNING/ZONING BOARD

## LAND DEVELOPMENT APPLICATION

APPLICATION #: **PZ#** \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

Check all that Apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Informal Review                     | <input checked="" type="checkbox"/> C1 Variance (Hardship)          |
| <input type="checkbox"/> Minor Subdivision                   | <input checked="" type="checkbox"/> C2 Variance (Benefits)          |
| <input type="checkbox"/> Major Subdivision/Preliminary       | <input checked="" type="checkbox"/> D1 Variance (Use)               |
| <input type="checkbox"/> Major Subdivision/Final             | <input type="checkbox"/> D2 Variance (Expansion Non-Conforming Use) |
| <input type="checkbox"/> Site Plan Waiver                    | <input type="checkbox"/> D3 Variance (Conditional Use)              |
| <input checked="" type="checkbox"/> Site Plan/Preliminary    | <input type="checkbox"/> D4 Variance (Floor Area Ratio)             |
| <input checked="" type="checkbox"/> Site Plan/Final          | <input type="checkbox"/> D5 Variance (Density)                      |
| <input type="checkbox"/> Design Waiver                       | <input type="checkbox"/> D6 Variance (Height)                       |
| <input type="checkbox"/> Beach Dune Ordinance                | <input type="checkbox"/> Sign                                       |
| <input type="checkbox"/> Extension of Time                   | <input type="checkbox"/> Direction for issuance of a permit         |
| <input type="checkbox"/> Interpretations                     | <input type="checkbox"/> Submission of Revised Plans                |
| <input type="checkbox"/> Appeal of Zoning Officer's Decision |   |
| <input type="checkbox"/> Other: _____                        |   |

(BOROUGH USE ONLY)

1. Applicant's Name: TK12 Holdings, LLCPhone: 609-967-7950Address: 2821 Dune Drive  
Avalon, NJ 08202Fax: \_\_\_\_\_  
E-Mail: timkerr1212@yahoo.comApplicant is a(n) ☐ Individual☐ Partnership☒ <sup>LLC</sup>  
~~Corporation~~

*If Applicant is a corporation or partnership, please set forth the names and addresses of all stockholders or partners that have a 10% interest or more.*

Name: Tim Kerr - 100%Address: 2821 Dune Drive, Avalon, NJ 08202

Name: \_\_\_\_\_

Address: \_\_\_\_\_

# AVALON PLANNING/ZONING BOARD

## LAND DEVELOPMENT APPLICATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Attach Additional Sheets if Needed)

2. Owner's Name: TK12 Holdings, LLC

Phone: 609-967-7950

Address: 2821 Dune Drive

Fax: \_\_\_\_\_

Avalon, NJ 08202

E-Mail: timkerr1212@yahoo.com

3. Applicant's Representatives

Attorney's Name: Cory J. Gilman, Esquire

Phone: 609-368-4086

Firm and Address: Josephson, Wilkinson & Gilman, PA

Fax: 609-368-4096

2699 Dune Drive, Avalon, NJ 08202

E-Mail: cory.gilman@lawjwg.com

**NOTE: Corporations must be represented by a New Jersey Attorney, except those that have one (1) stockholder.**

4. Name(s) and address(es) of person(s) preparing plans

Name: OSK Design Partners, PA

Phone: 856-854-0580

Address: 9616 Second Avenue, Suite 201

Fax: 856-854-0993

Stone Harbor, NJ 08247

E-Mail: info@oskdesignpartners.com

Name: Gary L. Thomas

Phone: 609-967-3999

Address: 2900 Dune Drive

Fax: 609-967-4544

Avalon, NJ 08202

E-Mail: info@tassurvey.com

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

# AVALON PLANNING/ZONING BOARD

## LAND DEVELOPMENT APPLICATION

**5. Location of Property:**

Tax Map Block: 28.01 Lot No(s): 11.03, 13.01, 13.03, 13.04, 15.01, 15.02, 15.03, 17.01, 17.02, 17.03 & 18 Tax Map Sheet #: 21  
 Street Address: 2800 Boardwalk  
 Total Tract Area: 18,693.41 Square Feet: \_\_\_\_\_ Acres: .43  
 Zoning District: P-C

**6. Contemplated Form of Ownership:** *(Check all that apply)*

☒ Fee Simple    ☐ Condominium    ☐ Cooperative    ☐ Partnership    ☐ Corporation

**7. If there are no restrictions on property, state "NONE". If "YES", please attach copy.**

(a) Existing Deed Restrictions None  
 (b) Proposed Deed Restrictions None

**8. Number of Proposed Lots:** 0 **Number of Commercial Units:** 1 **Number of Dwelling Units:** 0

**9. Describe the application and any prior or currently pending applications before this Planning/Zoning Board or any other local, county, state, federal board or agency involving the property, which has jurisdiction over this application.**

See attached Narrative

*(Attach Additional Sheets if Needed)*

**10. List any zoning variances. If none, state "none." If any variances are required, state the factual basis and legal theory for the relief sought.**

See attached Narrative

*(Attach Additional Sheets if Needed)*

**AVALON PLANNING/ZONING BOARD**  
**LAND DEVELOPMENT APPLICATION**

AVPZ # 2

11. List any design waivers. If none, state "none." If any design waivers are required, state the factual basis and legal theory for the relief sought.

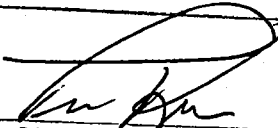
See attached Narrative

(Attach Additional Sheets if Needed)

12. List all documents accompanying this application, i.e. plans, drainage calculations, etc.

Proposed Site Plan dated 12/19/2019 by Thomas Amey Shaw, Inc.

Architectural Plans dated 2/10/2020 by OSK Design Partners, PA.

  
Applicant's Signature

11-27-18  
Date

## BOROUGH OF AVALON ZONING/PLANNING BOARD NARRATIVE

Applicant intends to retain the existing non-conforming use and structure at the site and to add a roof top deck for seating and an enclosure for restrooms, stairs and an elevator. Applicant requires a Use Variance from Section 27-6.2.1.1. for expansion of a non-conforming use. In addition Bulk Variances are required from Section 27-6.2.1.4. for pre-existing conditions of Maximum Building Coverage where 2% is permitted and 37.6% is provided, reduced from 38.3%, Side Yard Setbacks of .22' and .12' where 10' is permitted, Front Yard Setback of 7.3' where 25' is required and on-site parking which is provided off site by the municipal parking lot.

Variance relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and ordinance because there will be no detrimental effect on surrounding properties or the neighborhood, in fact, the proposed plan will reduce noise and intensity of use as compared to its current configuration. The plan will also not impede views as only a small portion includes an enclosure while the rest is merely roof top decking. The plan will also bring the improvement into compliance with current building and fire codes. The plan improves and reduces the existing non-conformities of the side yard setback and building coverage. Finally, the plan will provide a much improved visual environment to the site and the neighborhood.

The benefits as stated above outweigh any detriments of the plan. In fact, those benefits enumerated above promote public health and safety by bringing the older non-compliant building into code compliance for among other things, electric plumbing and fire codes. In addition, the plan promotes the goals of zoning by reducing existing non-conformities. Same will also provide for a more desirable visual environment. As a result, variance approval may be granted per NJSA 40:55-70c(2).

Considering that all site revisions are limited to within the footprint of the existing building and no external site improvements are proposed, waivers for sight triangles, contour lines, drainage mapping, stormwater calculations, soil information, lighting plans, landscape plans, environmental analysis and commission submittal are requested and would be reasonable within the scope of the entire application.

# AVALON PLANNING/ZONING BOARD

## AFFIDAVIT OF APPLICANT

STATE OF NEW JERSEY:

SS

COUNTY OF CAPE MAY:

TRIZ HOLDINGS LLC  
TIMOTHY E KERR

OF FULL AGE, BEING DULY SWORN ACCORDING TO  
 LAW, ON OATH DEPOSES AND SAYS THAT ALL OF THE ABOVE STATEMENTS AND THE  
 STATEMENTS CONTAINED IN THE DOCUMENTS SUBMITTED HERewith ARE TRUE AND  
 ACCURATE.

SWORN AND SUBSCRIBED BEFORE

ME THIS 27<sup>th</sup> DAY  
 OF NOVEMBER, 2018.

Joseph C. Gallagher  
 A NOTARY PUBLIC

[Signature]  
 APPLICANT (S) SIGNATURE

## AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY:

SS

COUNTY OF CAPE MAY:

TRIZ HOLDINGS LLC  
TIMOTHY E KERR

OF FULL AGE, BEING DULY SWORN ACCORDING TO  
 LAW, ON OATH DEPOSES AND SAYS, THAT DEPONENT RESIDES AT 539 42<sup>nd</sup> ST  
 IN (CITY / TOWN / TOWNSHIP / BOROUGH) OF AVALON IN THE  
 COUNTY OF CAPE MAY AND STATE OF NEW JERSEY THAT  
TIMOTHY E KERR IS THE OWNER IN FEE OF ALL THAT CERTAIN LOT,  
 PIECE OR PARCEL OF LAND SITUATED, LYING AND BEING IN THE BOROUGH OF  
 AVALON AFORESAID AND KNOWN AND DESIGNATED AS BLOCK (S): 28.01  
 LOT (S): 11.03, 13.01, 13.03, 13.04, 13.05, 15.01, 15.02, 15.03, 17.01, 17.02, 17.05 & 18

SWORN AND SUBSCRIBED BEFORE

ME THIS 27<sup>th</sup> DAY OF  
NOVEMBER, 2018.

Joseph C. Gallagher  
 A NOTARY PUBLIC

[Signature]  
 OWNER (S) SIGNATURE

AVALON PLANNING/ZONING BOARD  
CONSENT OF OWNER

AVPZ # 4

I, THE UNDERSIGNED, BEING THE OWNER OF BLOCK(S): 28.01  
LOT(S): 11.03 <sup>13.01, 13.03, 13.04, 15.01, 15.03</sup> 17.01, 17.02, 17.03 & 18 IN THE BOROUGH OF AVALON DESCRIBED IN  
THE FOREGOING APPLICATION, HEREBY CONSENT TO THE MAKING OF THIS APPLICATION  
AND THE APPROVAL OF THE PLANS SUBMITTED HERewith. I FURTHER CONSENT TO THE  
INSPECTION OF THIS PROPERTY IN CONNECTION WITH THIS APPLICATION AS DEEMED  
NECESSARY BY THE MUNICIPAL AGENCY. (IF OWNED BY A CORPORATION, ATTACH COPY  
OF RESOLUTION AUTHORIZING APPLICATION AND OFFICER SIGNATURE.)

SWORN AND SUBSCRIBED BEFORE

ME, THIS 27<sup>th</sup> DAY OF

NOVEMBER, 2018.

Joseph C. Gallagher  
A NOTARY PUBLIC


[Signature]  
OWNER(S) SIGNATURE

**AVALON PLANNING/ZONING BOARD**  
**FEE BREAKDOWN**

AVPZ#11A

**Example:** C1 Variance, C2 Variance, D1 Variance, Minor Res. Site Plan Prelim. & Final Approval-  
**Application Fee-** \$ 400 + \$ 400 + \$ 400 + \$ 700 + \$ 300 = **\$ 2,200**  
**Escrow Fee-** \$ 1,200 + \$ 1,500 + \$ 750 = **\$ 3,450**

<i>The Applicant shall breakdown the manner in which the required fees were calculated:</i>		
Application Type(s)	Application Fee	Escrow Fee
Major Commercial or Mixed Use - Preliminary Approval	\$1,000.00	\$3,000.00
Major Commercial or Mixed Use - Final Approval	\$400.00	\$1,500.00
Application Fee		Escrow Fee
Total \$ 1,400.00		Total \$ 4,500.00

  
 Applicant's Signature *ATTORNEY FOR APPLICANT*

2/10/2020  
 Date



279-226

THIS AGREEMENT, made the eleventh day of March, A. D. nineteen hundred and twelve, between the AVALON IMPROVEMENT COMPANY, a corporation of New Jersey, party of the first part, and the BOROUGH OF AVALON, a municipal corporation of Cape May County, New Jersey, party of the second part: Whereas, the Mayor and Council of the Borough of Avalon, being the governing body of said Borough, have resolved to construct a public board walk on the beach or ocean front in said Borough. NOW THEREFORE THIS AGREEMENT WITNESSETH that the said party of the first part, for and in consideration of the premises, and of the sum of One Dollar, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the benefit and advantage to be derived by the party of the first part by the construction of such board walk, and in consideration also that the lands of the said party of the first part will not be condemned, the said party of the first part, for itself, its successors and assigns, does hereby covenant and agree that it shall and may be lawful for the party of the second part, its successors and assigns, its agents and servants, and for any other person or persons, subject to such regulations and restrictions as the party of the second part may impose, at all times to pass and re-pass, to use, occupy and enjoy as long as the same shall be used for the purpose of a public board, plank or steel walk, so much as may be necessary for such purpose of all the right, title and interest of the said party of the first part in and to all that certain sixty feet wide strip of land, being sixty feet oceanward of the following described line; BEGINNING at a point in the northeast curb line of Thirty-seventh street at the distance of four hundred feet southeastwardly from the southeast line of First Avenue, and extending thence (1) northeastwardly to a point in the northeast curb line of Thirty-second street, if extended, at the distance of seven hundred feet southeastwardly from the southeast line of First Avenue; and thence (2) northeastwardly to a point in the centre line of Twenty-Sixth Street, if extended, at the distance of ten hundred and fifty-eight feet and forty-four one-hundredths of a foot southeastwardly from the southeast line of First Avenue. The title of the party of the first part in all of said strip is an absolute title in fee simple, except between the southwest line of Thirty-third street and the northeast line of Thirty-fourth street, It is hereby covenanted and agreed that such board walk so to be constructed, shall not be less than sixteen feet in width, and that the same shall be constructed along the inland line of said sixty feet wide strip and that the portion of such sixty feet wide strip which shall not be used for the purpose of such public board, plank or steel walk shall be reserved to the use of the party of the first part until such time as the party of the second part may decide to use the same or any further portion thereof for such public board, plank or steel walk purposes. It is further provided that the said party of the second part shall not use any portion of said sixty feet wide strip for any other purpose than for a public board, plank or steel walk, and that the party of the first part, its successors and assigns, shall have at all times the right to connect their and each of their buildings with the said walk

on the land or northwest side thereof, and to connect its piers and rest pavilions on the ocean or southeast side thereof; and that the said party of the second part shall not remove or cause to be removed, nor permit its servants and agents, or any other person or persons to remove any sand from the land under said walk. It is further covenanted and agreed that the said party of the first part shall have the right to lay and maintain underneath the board walk pipes or tunnels for the conveyance of water, electric wires and for other purposes, including the conveyance of sea water from the waters of the ocean to the adjoining lands lying inland from the lines so established, and from time to time to enter upon said strip for the purpose of making any necessary repairs or replacement of said pipes and tunnels, It is further covenanted and agreed that the land lying on the ocean side of said walk shall be always free from buildings of every kind and character, except ocean piers, rest pavilions and jetties (or such other buildings as shall be mutually agreed upon between the parties hereto). Any pier shall be built and maintained to a point distant at least five hundred and fifty-six feet from the exterior line of the said sixty feet wide strip. No business shall be conducted in the rest pavilions. And the walk so to be built on said sixty feet wide strip shall be elevated or depressed opposite the end of at least every third street, to allow the party of the first part hereto and its successors free and unobstructed passage under or over the same with horses and wagons for the purpose of carting sand or other materials, or driving with covered wagons or other conveyances. It is further covenanted and agreed that whenever, because of the formation of land by accretions, the high water line shall not be less than three hundred feet oceanward from the inland line of said sixty feet wide strip, the party of the second part shall, upon the written request of the owners of two-thirds of the frontage in not less than four contiguous squares of land, cause the said walk to be moved oceanward said three hundred feet; or said walk, or any portion thereof, may be removed oceanward to a point to be agreed upon whenever two-thirds of the abutting property owners in a distance of less than four squares shall petition the said party of the second part for that purpose, if said party of the second part shall deem the same advisable; the Borough shall not be required to move the said boardwalk or any portion thereof oftener than once in three years; and whenever the said walk shall be moved oceanward by virtue of this provision, or the said party of the second part shall cease or neglect to use the same for the purpose of a public board, plank or steel walk, said sixty feet wide strip shall revert absolutely and without any condition or qualification to the party of the first part, its successors and assigns, and the conditions and terms of this agreement shall apply to the newly located sixty feet wide strip without any further writing or agreement. It is understood however that the party of the second part shall not be required to build during the year nineteen hundred and twelve a walk extending further than from the northeast line of Twenty-fifth Street to the northeast line of Thirty-second street, nor the remainder thereof prior to July first, nineteen hundred and fifteen. IN WITNESS WHEREOF the said parties have hereunto set their corporate seals and caused these presents to be signed by their proper officers the day and year first above written.

-Signed-

Signed, Sealed and Delivered  
in the presence of  
and attested by

Frédéric P. Canfield, Secretary.

Avalon Improvement Company (Corp. Seal)

by J. M. Canfield, President

Signed, Sealed and Delivered  
in the presence of  
and attested by

Edmund O. Howell, Jr. Clerk

Borough of Avalon (Corp. Seal)

by Gilbert S. Smith, Mayor

State of New Jersey, County of Cape May, ss. Be it Remembered, that on this eleventh day of March one thousand nine hundred and twelve, before me, a commissioner of deeds for New Jersey personally appeared Frederick P. Canfield to me known, who, being by me duly sworn, on his oath saith, that he is the Secretary of the Avalon Improvement Company, the grantor within named, and that J. M. Canfield is the President; that deponent knows the common or corporate seal of said grantor and that the seal annexed to the within Deed or Conveyance is such common or corporate seal; that the said Deed or Conveyance was signed by the said President and the seal of said grantor affixed thereto in the presence of deponent; that said Deed or Conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantor for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed his name thereto as witness.

Sworn and Subscribed the  
day and year aforesaid

Ralph L. Goff  
Commissioner of Deeds.

Frederick P. Canfield

State of New Jersey, Cape May County, ss. Be it remembered, that on this eighth day of July, A. D. nineteen hundred and twelve, before me, the subscriber, a Master in Chancery of said State, personally appeared Edmund O. Howell, Jr. who, being by me duly sworn, on his oath says that he is the Borough Clerk of the Borough of Avalon, the grantee hereinbefore named, and that Gilbert S. Smith is the Mayor of said Borough; that deponent knows the common or corporate seal of said Borough, and that the seal affixed to the foregoing deed or conveyance is the common or corporate seal of said Borough; that the said deed or conveyance was signed by the said Mayor and the seal of said grantee affixed thereto in the presence of this deponent, and that the said deed or conveyance was signed, sealed and delivered as and for the voluntary act and deed of the said grantee for the uses and purposes therein expressed, pursuant to a resolution of the Borough Council of the Borough of Avalon, and at the time of the execution thereof this deponent subscribed his name thereto as a witness.

Sworn and Subscribed before me  
the day and year aforesaid.

Harry S. Douglass,  
Master in Chancery of New Jersey

Edmund O. Howell, Jr.

Received and recorded this Deed, July 12, A. D. 1912 at 9 A. M.

A. C. Keldrich  
Clerk

102—DEED—BARGAIN AND SALE  
CORP. TO IND. OR CORP.

BOOK 1257 PAGE 313

COPYRIGHT 1956 BY ALL-STATE OFFICE SUPPLY CO.  
49 EDISON PLACE, NEWARK, N. J. 07102

# This Indenture,

Made the 21st day of May, 1971,  
Between BOROUGH OF AVALON

Municipal Corporation existing under and by virtue of the laws of the State of New Jersey  
having its principal office at 3100 Dune Drive  
in the Borough of Avalon and State of New Jersey  
herein designated as the Grantor,  
And JACK H. GREENBERG, located at 804 Fox Theatre Building, 1612  
Market Street, in the City of Philadelphia, County of Philadelphia  
and State of Pennsylvania

AND

HUNT'S THEATRES, INC., a New Jersey Corporation,

residing at 3511 Atlantic Avenue  
in the City of Wildwood  
Cape May and State of New Jersey  
herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of  
EIGHTY THOUSAND (\$80,000.00) DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or  
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the  
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the  
Grantees forever,

All THOSE tracts or parcels of land and premises, situate, lying and being in the  
Borough of Avalon  
County of Cape May and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the Southeasterly line of the  
Boardwalk where the same is intersected by the Southwesterly line of  
29th Street, as shown on plan hereinafter mentioned, said beginning  
point being distant 286.24 feet from the Southeasterly line of Avalon  
Avenue, 80 feet wide, when measured in and along said line of 29th  
Street on a course of South 49 degrees 30 minutes East; thence (1)  
North 52 degrees 42 minutes 30 seconds East along said line of the  
Boardwalk, 122.78 feet to a corner in the line of lands of the  
Borough of Avalon; thence (2) South 49 degrees 30 minutes East along  
said line of lands, 142.80 feet to a corner thereof; thence (3)  
South 40 degrees 30 minutes West continuing along the line of lands  
of the Borough of Avalon, 120 feet to another corner thereof; thence  
(4) North 49 degrees 30 minutes West continuing along the line of  
said lands, 168.76 feet to the place of beginning.

Containing within the above described bounds 18,693.60  
square feet.

BEING a portion of Lots Nos. 11C and 13A, all of Lots 13B,  
13C, 15A, 15B, 15C, 17A, 17B, 17C in Block 28A and the vacated

Noted 6/8/71

COUNTY OF CAPE MAY  
CONSIDERATION \$80,000.00  
REALTY TRANSFER FEE \$10.00  
DATE 6-8-71

1430-897

portion of 29th Street adjacent thereto all as shown on the Official Tax Map of the Borough of Avalon, Cape May County, New Jersey, revised August, 1970.

TOGETHER WITH (1) the Avalon Pier Building, located at 29th Street and the Boardwalk, in the Borough of Avalon, New Jersey, and (2) all of the rights and obligations of the Borough of Avalon in a Lease Agreement dated May 1, 1970, between the Borough of Avalon as Lessor and Jack H. Greenberg as Lessee, under the restrictions, covenants and conditions hereinafter particularly set forth, which restrictions, covenants and conditions shall be incorporated in the deed.

THIS DEED is made subject to the following covenants and conditions running with the land:

(a) A restriction restricting the use of the Avalon Pier Building to:

(1) A motion picture theatre containing at least as much floor area as now contained in the motion picture theatre presently located in Avalon Pier Building.

(2) Retail stores and/or restaurants.

(b) A restriction that the said theatre is to be operated as a motion picture theatre exclusively and is to be operated each year for the showing of motion pictures for a period of time commencing no later than June 15th each year and ending no later than the Saturday following Labor Day of each year.

(c) A restriction that the owner and operator of said theatre shall at all times show and exhibit motion pictures of a high standard, said motion pictures to be first run as nearly as possible.

(d) A restriction requiring the owner and operator of the said theatre to:

(1) Maintain carpeting in the main theatre auditorium and foyer.

(2) Furnish motion picture projection and sound equipment with a Cinemascope screen and with a silk curtain.

(3) Recondition the theatre seats from time to time as required.

(e) A restriction reserving to the Borough of Avalon and to the public an easement for full and free access to, over and across

the beach located under the Avalon Pier Building.

(f) A restriction that if the Lessee under the aforementioned Lease of May 1, 1970 shall pursuant to the terms of such Lease remove the air conditioning system and equipment installed by Lessee, then the owner and operator of the said theatre shall before June 15, 1975 install an air conditioning system in the said theatre, together with any necessary duct work, said system to be a refrigeration air conditioning system with a minimum compressor capacity of 25 tons.

This deed does not convey to the Grantees any riparian rights in the Atlantic Ocean or in the beach or land fronting on the Atlantic Ocean.

This deed is issued pursuant to Resolution No. 71-94, dated April 21, 1971.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

*Virginia Oler*  
Virginia Oler, Secretary  
Borough Clerk

By: *Edgar V. H. Bell*  
Edgar V. H. Bell, President  
Mayor

State of New Jersey,  
County of CAPE MAY

ss.:

We it Remembered, that on this 21st day of May, 1971, before me, the subscriber,

personally appeared Virginia Oler who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Clerk Secretary of the Borough of Avalon the Corporation named in the within Instrument;

that Edgar V. H. Bell is the Mayor President of said Corporation; that the execution, as well as the signing of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor President as and for the voluntary act and deed of said Corporation.

in presence of deponent, who thereupon subscribed her name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c) is \$80,000.00.

*Richard V. Anderson*  
Richard V. Anderson, Clerk

*Virginia Oler*  
Virginia Oler, Borough Clerk

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 12, 1974

Received and Recorded June 8 1971 at 9:00 A.M. Richard V. Anderson, Clerk



DEED—QUIT-CLAIM. (Individual or Corporation) (34)

Hinnickson Chew & Sons Co., Printers of New Jersey Legal Blanks, Camden, N. J. 08102

# This Indenture, MADE THIS

27th day of June In the year of our Lord one thousand nine hundred and seventy-nine (1979),  
Between THE BOROUGH OF AVALON, a municipal corporation of the State of New Jersey,

of the Cape May of New Jersey, party in the county of of the first part,

And JACK H. GREENBERG and HUNT'S THEATRES, INC.,

of the City of Wildwood, in the county of Cape May and State of New Jersey, parties of the second part;

Witnesseth, That the said party of the first part, in consideration of the sum of

ONE (\$1.00) DOLLAR

to it duly paid before the delivery hereof, ha remised, released and forever quit-claimed, and by these presents do esremise, release and forever quit-claim to the said party of the second part, and to their heirs, executors, administrators, successors, and assigns, All its right, title and interest in and to restriction (a) (1) (b) (c) and (d), having to do with the operation and maintenance of a movie theatre, as said restrictions are set forth in a deed dated May 21, 1971 from the Borough of Avalon to the Grantors herein which has been recorded in the Office of the Cape May County Clerk in Deed Book 1257, page 113; as said restrictions apply to all those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Borough of Avalon in the county of Cape May and State of New Jersey:

BEGINNING at a point in the Southeasterly line of the Boardwalk where the same is intersected by the Southwesterly line of 29th Street, as shown on plan hereinafter mentioned, said beginning point being distant 286.24 feet from the Southeasterly line of Avalon Avenue, 80 feet wide, when measured in and along said line of 29th Street on a course of South 49 degrees 30 minutes East; thence (1) North 52 degrees 42 minutes 30 seconds East along said line of the Boardwalk, 122.78 feet to a corner in the line of lands of the Borough of Avalon thence (2) South 49 degrees 30 minutes East along said line of lands, 142.80 feet to a corner thereof; thence (3) South 40 degrees 30 minutes West continuing along the line of lands of the Borough of Avalon, 120 feet to another corner thereof; thence (4) North 49 degrees 30 minutes West continuing along the line of said lands, 168.76 feet to the place of beginning.

CONTAINING within the above described bounds 18,693.60 square feet.

BEING a portion of Lots Nos. 11C and 13A, all of Lots 13B,

COUNTY OF CAPE MAY  
RECORDED  
JUL 1 1979  
1257-113

2022 7/23/79



BOOK 1430 PAGE 898

13C, 15A, 15B, 15C, 17A, 17B, 17C in Block 28A and the vacated portion of 29th Street adjacent thereto all as shown on the official Tax Map of the Borough of Avalon, Cape May County, New Jersey, revised August, 1970.

ALSO KNOWN AS Block 28.01, Lots 11.03, 13.01, 13.03, 13.04, 15.01, 15.02, 15.03, 17.01, 17.02, 17.03 and 18 as shown on the current official Tax Map of Avalon, Plate 21.

This deed is issued pursuant to Resolution No. \_\_\_ dated June \_\_, 1979.

Under no circumstances shall this Resolution serve to authorize the removal of any restrictions which are not related to the operation and maintenance of a movie or theatre. ————

with the appurtenances, and all the estate, right, title and interest, \_\_\_\_\_

of the said party of the first part therein.

To Have and to Hold, the above mentioned and described premises, with the appurtenances, unto the said party of the second part their heirs, executors, successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set caused these presents to be signed by its Mayor, attested to by its Borough Clerk and its official corporate seal hereunto affixed the day and year first above written.

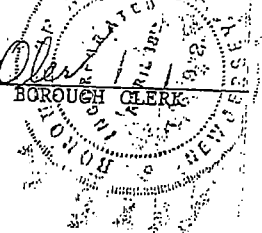
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

THE BOROUGH OF AVALON

By: Ellsworth Armacost  
Ellsworth Armacost, MAYOR

ATTEST:

Virginia Oler  
Virginia Oler, BOROUGH CLERK



Aling J2

STATE OF NEW JERSEY

COUNTY OF CAPE MAY

Be it Remembered, that on this 27<sup>th</sup> day of June, 1979, before me, the subscriber, the undersigned authority,

personally appeared VIRGINIA OLER, BOROUGH CLERK

(Name of Officer and Title)

of THE BOROUGH OF AVALON, who I am satisfied is the person who signed the within instrument, and she acknowledged that she signed, sealed with the official and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Commissioners. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(c), is \$ 1.00

Notary Public of New Jersey  
My Commission Expires:

Dennis J. Quinn, an Attorney at Law  
of the State of New Jersey

Prepared by: W.M. Ballietto, Jr., Esquire

DEED - QUIT-CLAIM, IND. OR CORP. (24)  
5133 1005

# Deed-Quit-Claim

THE BOROUGH OF AVALON, a  
municipal corporation of the  
Borough of Avalon,

-TO-

JACK H. GREENBERG, and  
HUNT'S THEATRES, INC., of:

3511 Atlantic Avenue  
Wildwood, NJ 08260

Dated 1979

Received in the Clerk's

office of the County of Cape May

on the 23rd day of July

A. D. 1979 at 10 o'clock in

the forenoon, and recorded in

Book of DEEDS for

said County, on pages

1005 & 1006

per Law Offices Caffero & Ballietto

3303 New Jersey Avenue

Wildwood, NJ 08260

who I am satisfied the grantor mentioned in the above deed or conveyance and acknowledged that signed, sealed and delivered the same as deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(c), is \$ All of which is hereby certified.

personally appeared before me, in the year of our Lord one thousand nine hundred and

day of

COUNTY,

STATE OF.