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March 6, 2019

VIA EMAIL & OVERNIGHT MAIL

Robert L. Reid, AICP, NJPP
Land Use Regulation Enforcement Officer
Casino Reinvestment Development Authority
Land Use Regulation and Enforcement Division
15 South Pennsylvania Avenue
Atlantic City, New Jersey 08401

Attn: Land Use Administrative Official

**Re: Sencit Liberty Urban Renewal LLC
Application for Amended Site Plan Approval, Waiver of Formal Site Plan
Review & Bulk Variance Approval
Application # 2019-02-2599
Schoolhouse Apartments,
61 N. Dr. Martin Luther King Jr. Blvd. / Block 290, Lot 1
Disston Apartments, 1711 Arctic Avenue / Block 328, Lot 6
City of Atlantic City, Atlantic County, New Jersey
Our File No.: WIN136.003**

Dear Mr. Reid:

On the behalf of our client, Sencit Liberty Urban Renewal LLC, (the "Applicant"), please accept this correspondence as our response to the CRDA Land Use Board Engineer and Planning Consultant's review letter, issued by G. Jeffrey Hanson, PE CME, dated February 28, 2019, in connection to the above-referenced Application. Responses to the numbered comments within the Review Letter are set forth in **bold** below.

G. Jeffrey Hanson, PE, CME, Review Letter, dated February 28, 2019:

Completeness Review

We have reviewed the Application for completeness with the following CRDA checklists.

CRDA Commercial / Multi-Unit Residential Checklist (Form # 2)

We would recommend that this application checklist be found COMPLETE, conditioned upon the submission of requested information, as indicated in our comments below:

- (10) Fully describe proposed uses including square feet of commercial use, number of units, and number of seats if restaurant and/or bar use. *The Applicant should provide information regarding the proposed number of units in both apartment buildings by bedroom number so that the minimum number of required off- street parking spaces may be ascertained.*

RESPONSE: The Applicant is requesting Amended Site Plan Approval, Waiver of Formal Site Plan Review and Bulk Variance Approval to allow for the development of quality affordable housing within the existing Schoolhouse Apartments building and the existing Disston Apartments building.

The Schoolhouse Apartments building contains sixty-six (66) dwelling units, comprised of four (4) one-bedroom units, fifty-one (51) two-bedroom units and eleven (11) three-bedroom units.

Disston Apartments building contains twenty (20) dwelling units, comprised of fifteen (15) one-bedroom units and five (5) two-bedroom units.

No commercial use is proposed as part of this Application.

- (11) Any prior approvals (if applicable) (Planning Board and/or Zoning Board Resolutions, Certificate of Land Use Compliance (CLUC) and/or Certificate of Non-Conformity (NCUC). *The Application should provide information about prior approvals for the Disston Apartments, particularly those related to off-street parking.*

RESPONSE: In 1979, the Atlantic City Planning Board and the Atlantic City Zoning Board of Adjustment collectively granted Variance Approval and Final Site Plan Approval (the "1979 Approvals") to allow for the conversion of the former Atlantic City Vocational School into the Schoolhouse Apartment building.

The 1979 Approvals provided for an off-street parking requirement of forty-two (42) parking spaces for the Schoolhouse Apartments. Nine (9) parking spaces were to be located on-site with the remaining thirty-three (33) to be located on an adjoining lot known as Block 290, Lot 2 the Official Atlantic City's Tax Map. The 1979 Approvals also allowed for a surface parking lot, containing approximately

twenty (21) parking spaces, located along Arctic Avenue and known as Block 326, Lot 6 on the Official Atlantic City Tax Map, to provide parking for the Schoolhouse Apartments and Disston Apartments.

Access to the off-site parking lots that once served the Schoolhouse and Disston Apartments is no longer available due to changes in property ownership. For that reason, in connection with its efforts to rehabilitate Schoolhouse Apartments and Disston Apartments, the Applicant requests that the Authority grant Bulk Variance Approval to allow for the renovation of the Schoolhouse Apartments and Disston Apartments with less on-site or off-site parking than is required by N.J.S.A 19:66-5.8(a) and the RSIS. The Applicant has attached a copy of the aforementioned City of Atlantic City Planning Board and Zoning Board of Adjustment Resolutions that are the same documents submitted with its initial Application. Please note that Applicant was unable to locate any addition, publically available approval resolution information with regard to the Disston Apartments.

CRDA Minor Site Plan Checklist (Form # 5)

We would recommend that this application checklist be found COMPLETE, conditioned upon the submission of requested testimony and plan revisions, as indicated in our comments on check list items 3, 11, 16, 17, and 22. The following are our comments on these items and on the Applicant's requested submission checklist waivers items.

RESPONSE: Acknowledged.

- (3) Name and address, email address of property owner and applicant. The submitted survey and site plan indicate that the properties are owned by "JJJ Properties NJ, LLC", which corresponds with the state's current state tax parcel database. The Application's corporate disclosure information statement indicates that the properties are owned by a number of individuals, limited liability companies (LLCs) and real estate trusts. *The Applicant should provide testimony to explain the apparent discrepancy in property ownership.*

The Applicant, Sencit Liberty Urban Renewal LLC, has an address at 6 Faneuil Hall Marketplace, Boston, MA 02109. The Applicant's email address is bmeringoff@wincco.com.

JJJ Properties NJ, LLC transferred ownership of the properties to its constituent LLC members, Atlantic Housing LLC and 70 MBM Court LLC, in November 2018. Atlantic Housing LLC and 70 MBM Court LLC are the entities that executed the

Affidavits of Ownership and Consent that are included with the Application submission.

Applicant will provide testimony regarding property ownership during the public hearing on this Application.

- (11) Zoning Schedule listing: Use, lot area, lot width, lot depth, yard setbacks, floor area ratio, density, building coverage, building height and parking requirements, including existing and proposed with conformity status of each. *The Applicant has requested a waiver for this submission checklist item. We have no objection to waiving the zoning schedule listing for area and bulk requirements for the structures on the properties; however, we recommend that the Applicant be required to submit information about existing and proposed off-street parking and the properties' conformity with the minimum requirements under the New Jersey Residential Site Improvements Standards (RSIS, or N.J.A.C. 5:21-4.14).*

RESPONSE: The Applicant and its Professional Planner will provide testimony about existing and proposed street parking and the properties' nonconformity with the minimum requirements under the New Jersey Residential Site Improvements Standards (RSIS, or N.J.A.C. 5:21-4.14) during the public hearing on this Application.

- (15) Signature blocks for Hearing Officer, Land Use Regulation Enforcement Officer, Engineer and Planner. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged.

- (16) Key map(s) at a legible scale showing location of property with existing structures, uses, streets, public right of ways, municipal boundaries, public parks, beaches, environmental sensitive areas, zoning district boundaries within 200 feet of the subject property. Property tax lots within 200 feet of the subject property taken from the most recent municipal tax map records. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request provided the Applicant agrees to revise Site Plan Sheet C0100 to remove the highlights and annotations for the properties on Block 402 and to withdraw Site Plan Sheet C0102 that features the properties on Block 402 because the properties on that tax block are not part of this application.*

RESPONSE: Applicant will agree, as a condition of the Approval for this matter, to revise its Site Plan to address this comment.

- (17) List of any existing or proposed deed restrictions, easements, covenants, Homeowners Association Agreements, etc. as recorded or in recordable form if proposed. *The Applicant has requested a waiver for this submission checklist item. The Applicant should provide copies of the three recorded covenants, conditions, easements, and/or restrictions for parking use and right-of-way for Block 290, Lot 1 and the three record easements / restrictions for Block 326, Lot 6 shown on the submitted Land Title Survey. If there is a separate cross-access easement between Lots 1 and 2 of Block 290, the Applicant should provide a copy of this, too.*

RESPONSE: Applicant has attached copies of the requested recorded covenants, conditions, easements, and/or restrictions for parking use and right-of-way applicable to Block 290, Lot 1. The Applicant notes that Block 326, Lot 6 is not part of this Application.

- (21) Stormwater management plans and drainage calculations. (19:66-7.5) *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No new storm water management facilities or drainage is proposed in connection with this Application.

- (22) Site Plan depicting proposed buildings, structures, existing and proposed building setbacks, landscape areas, lighting / fixtures, lighting intensity, location of identification signage and directional signs, trash enclosure, building setback lines (dashed) and their dimensions from the property lines, parking area plan showing spaces, size and type, aisle width, curb cuts, drives, driveways, and all ingress and egress areas and dimensions. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request; however, if the Applicant proposes to maintain off-street parking on Block 326, Lot 6, then a copy of the previously-approved site plan for this parking lot should be provided.*

RESPONSE: Applicant is not proposing to maintain off-street parking on Block 326, Lot 6 that is owned by a third party that is not associated with the Applicant.

- (23) Grading plan depicting direction of flow of surface run-off, spot elevations, contours within 1 foot intervals, stormwater management structures. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No site grading is proposed in connection with this Application.

- (24) Landscaping Plan, details and plant schedule (19:66-7.6) *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No landscaping is proposed, thus any landscape plan submission requirement is not applicable to this Application.

- (25) Lighting plan and details (19:66-7.10) *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No site lighting changes are proposed, thus any lighting plan submission requirement is not applicable to this Application.

- (26) Soil Erosion and Sediment Control Plan. (Required for soil disturbance of 5,000 sq. ft. or greater) *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. The site development does not involve soil disturbance equal to or greater than 5,000 square feet. Therefore, any requirement for a Soil Erosion and Sediment Control Plan submission is not applicable to this Application.

- (27) Plans of proposed utility layouts including sanitary sewer, water, gas, telephone, cable and electricity and showing proposed connections to existing or any proposed utility systems. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No new utilities are proposed.

- (28) Road and paving cross-sections and profiles. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No new roads are proposed.

- (29) Solid and liquid waste management plan. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No changes in waste management for the sites are proposed.

- (30) Vehicular and pedestrian circulation patterns, Traffic control signs, directional signs and Sight triangles. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No new traffic controls, pedestrian circulation, direction signs or sight triangles are proposed as part of this Application. Applicant will be prepared to discuss the vehicular circulation within the on-site parking area.

- (31) Preliminary architectural plan and elevations, and areas and type of each proposed use. *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. No new architectural plans or elevations are proposed.

- (32) Estimate of costs of on-site and off-site improvements [19:66-3.4 (b)] *The Applicant has requested a waiver for this submission checklist item. We have no objection to this waiver request.*

RESPONSE: Acknowledged. The cost estimate for the site improvements proposed can be addressed as a condition of any approval granted by the Planning Board.

Technical Review # 1

The following comments are offered:

A. Project Description and Background

The Applicant is seeking approval for an Amended Site Plan with Bulk Variances for required off-street parking, as well as a Waiver of Formal Site Plan Review. The submitted site plan indicates that the existing nine (9) off-street parking spaces for the Schoolhouse Apartments, which straddle the property line between Lots 1 and 2 of Block 290 will be reconfigured to provide four (4) parallel parking spaces on Lot 1, one (1) of which will be ADA accessible. The application

indicates that off-street parking is no longer available on Block 290, Lot 2, but it is unclear whether off-street parking will remain for the Schoolhouse Apartment tenants on Block 326, Lot 6.

RESPONSE: Applicant notes that no off-street parking will be provided on Block 326, Lot 6, which is owned and controlled by a third party not associated with the Applicant.

B. Conformance Review

The Application and Plans have been reviewed for conformance to the Casino Reinvestment Development Authority Rules at N.J.A.C. 19:66 adopted and filed November 21, 2017, together with the Atlantic City Zoning & Tourism District Zones Map updated November 17, 2017.

1. Use Requirements

We have reviewed the Application for conformance with the use and density requirements for properties in the Central Business District (CBD) zoning district per §19:66-5.12(a)1.i and iv. The sixty six (66) units in the Schoolhouse Apartments and the twenty (20) units in the Disston Apartments are pre-existing, multi-family apartment buildings. The current CRDA Tourism District Land Development Rules, which became effective in 2011, specify a maximum density of twenty five (25) dwelling units per acre. The Schoolhouse Apartments have a density of eighty six (86) dwelling units per acre and the Disston Apartments have a density of one hundred and thirty seven (137) units per acre. Although the density on both properties exceeds the maximum density permitted in the CBD zoning district, the Applicant has not requested any change to the existing number of units on either property. As such, the uses on both properties are pre-existing, non-conforming uses in terms of the CBD zoning district's density requirements and do not need a use variance.

RESPONSE: Acknowledged.

2. Area and Bulk Requirements

We have reviewed the Application for conformance with the area and bulk requirements for properties in the Central Business District (CBD) zoning district per §19:66-5.12(a)1.iv. The current CRDA Tourism District Land Development Rules, which became effective in 2011, specify a number of area and bulk requirements. The following table indicates that the Schoolhouse Apartments

and the Disston Apartments do not conform (NC) to a number of these requirements.

RESPONSE: Acknowledged.

Central Business Districts	Required Dimensions	Schoolhouse Apartments (66) units	Disston Apartments (20 Units)
Max. building height	65'	56.2'	38.2'
Min. lot area	5,000 sqft	33,825 sqft	6,375 sqft
Min. lot depth	100'	165'	147'
Min. lot width	50'	165'	42.5' (NC)
Min. lot frontage	50'	165'	42.5' (NC)
Max. building coverage	30%	≈ 61.8%	≈ 96% (NC)
Max. impervious coverage	80%	≈ 100%	≈ 96% (NC)
Min. front yard setback	5'	0' (NC)	0' (NC)
Min. side yard setback	0'	0'	0'
Min. rear yard setback	20'	0' (NC)	0' (NC)
Max. floor area ratio (FAR)	N/A	N/A	N/A
Min. usable open space	N/A	N/A	N/A

RESPONSE: Acknowledged.

The Applicant has not requested any change to the existing buildings on either property. As such, the structures both properties are pre-existing, non-conforming structures in terms of the CBD zoning district's area and bulk requirements and do not need a bulk variance.

RESPONSE: Acknowledged.

3. Off-Street Parking Requirements

We have reviewed the Application for conformance with the off-street parking requirements under the New Jersey Residential Site Improvements Standards (RSIS, or N.J.A.C. 5:21-4.14). The application indicates that the Schoolhouse Apartment will provide four (4) off-street spaces and that the Disston Apartments will provide zero (0) off-street spaces. The following table indicates that the Schoolhouse Apartments, which is required to provide a minimum of one hundred and thirty two (132) spaces, and the Disston Apartments, which is required to provide forty (40) spaces, do not conform to the minimum number of required

parking spaces. Bulk variances for the minimum required number off-street parking spaces will be required for both properties.

RESPONSE: Acknowledged. The Schoolhouse Apartments have four (4) one-bedroom units, five (5) two-bedroom units and eleven (11) three-bedroom units that, under RSIS, would require 176 parking spaces. The Disston Apartments have fifteen (15) one-bedroom units and five (5) two-bedroom units that, under RSIS, would require 37 parking spaces. The Applicant's Professional Planner will provide testimony in support of the requested Variances during the public hearing on this Application.

Minimum Off-Street Parking Spaces for Garden and Mid- Rise Apartments (RSIS)		Schoolhouse Apartments		Disston Apartments	
Number of Bedrooms in Unit	Minimum Spaces / Bedroom	# of Units	Minimum # of Spaces	# of Units	Minimum # of Spaces
1 Bedroom	1.8	4	7.2	0	0.0
2 Bedrooms or Unspecified	2.0	56	112.0	20	40.0
3 Bedrooms	2.1	6	12.6	0	0.0
Total		66	132	20	40

RESPONSE: Acknowledged. The Schoolhouse Apartments have four (4) one-bedroom units, five (5) two-bedroom units and eleven (11) three-bedroom units that, under RSIS, would require 176 parking spaces. The Disston Apartments have fifteen (15) one-bedroom units and five (5) two-bedroom units that, under RSIS, would require 37 parking spaces. The Applicant's Professional Planner will provide testimony in support of the requested variance during the public hearing on this Application.

The Applicant has provided a copy of a resolution from a February 9, 1979 Atlantic City Zoning Board of Adjustment hearing where the board granted a use variance to the Sencit Company [sic] for the conversion of a former schoolhouse on the property now known as Block 290, Lot 2 into a sixty six (66) unit apartment building for low and moderate income residents. The approved use was to have nine (9) off-street spaces on premises and another thirty three (33) off-street spaces on the parcel now known as Block 290, Lot 2. The board granted its approval "subject to the specifications and approval as set forth by the Atlantic City Planning Department." The Applicant's submission did not include a copy of those specifications.

RESPONSE: The Applicant has provided a copy of all documentation that is publicly available to it with regard to the Atlantic City Planning Board and Zoning Board of Adjustment Approvals granted in 1979.

The Applicant has provided a copy of a resolution from a June 6, 1979 Atlantic City Planning Board hearing where the board granted site plan approval to the Sencit Company [sic] for additional off-street parking on another parcel. The resolution does not specify the parcel nor the number of spaces approved on that parcel, but a memorandum from the City department of Planning and Development implies that the parcel is now known as Block 326, Lot 6 and the amount of approved parking spaces was approximately twenty one (21). Altogether, it appears that the residents of the low and moderate-income Schoolhouse Apartments had access to sixty three (63) off-street parking spaces. Neither of these approvals involved the Disston Apartments or any off-street parking required for the twenty (20) units in that former YMCA building.

RESPONSE: Acknowledged. The Applicant has provided all available documentation that is publicly available to it with regard to the Atlantic City Planning Board and Zoning Board of Adjustment Approvals granted in 1979.

The Applicant should provide testimony for the following:

1. The time in which it lost its lease and was no longer in compliance with its prior approvals;

RESPONSE: The Applicant will be prepared to provide the requested testimony during the public hearing on this Application.

2. The number of off-street parking spaces on Block 326, Lot 6 that the Applicant constructed for the residents of the Schoolhouse Apartments, because the submitted plans do not provide this information;

RESPONSE: The Applicant notes that no off-street parking will be provided on Block 326, Lot 6 that is owned and controlled by a third party not associated with the Applicant.

3. Whether the off-street parking spaces on Block 326, Lot 6 will remain available for those residents, because the submitted application materials appear to indicate otherwise; and

RESPONSE: The Applicant notes that no off-street parking will be provided on Block 326, Lot 6.

4. The conditions that the Atlantic City Planning Board, Zoning Board of Adjustment, or both required for the conversion of the former YMCA building into the Disston Apartments, if any, which were related to off-street parking and how the Applicant complied with them.

RESPONSE: To the extent made possible by the availability of public documentation regarding the 1979 Approvals, the Applicant will be prepared to provide the requested testimony during the public hearing on this Application.

This testimony will provide a better understanding of the total number of off-street parking spaces were required under prior approvals for both properties and the total number of off-street parking spaces the Applicant proposes to provide the residents of the eighty six (86) total units in the future.

RESPONSE: Acknowledged.

C. Bulk Variances

Although the Applicant does not propose to change the number of existing apartment units in either apartment building, it does propose to amend the approved site plan(s) to reduce the number of previously-approved parking stalls for the Schoolhouse Apartments from sixty three to four (4) or to roughly twenty five (25), if the parking lot on Block 326, Lot 6 remains available. Because this number is fewer than that required by RSIS a bulk variance is necessary. Depending on the approval board's use and/or site plan approval(s) for the conversion of the former YMCA into the Disston Apartments, see above, a use variance for may also be necessary for providing fewer than the number of RSIS-required off-street parking spaces.

RESPONSE: Applicant proposes to maintain four (4) off-street parking spaces for the Schoolhouse Apartments building and zero (0) off-street parking spaces for the Disston Apartments, which is less than the number of parking spaces required under the Authority's regulations (N.J.S.A 19:66-5.8(a)) and the RSIS. For this reason, a Bulk Variance is required and requested, and Applicant's Professional Planner will provide testimony in support of the requested Bulk Variance during the public hearing on this Application.

The Applicant must provide testimony to justify the requested variance by using either the c(1) or c(2) proofs for the parking bulk variances.

RESPONSE: The Applicant's Professional Planner will provide testimony in support of the requested Variance during the public hearing on this Application.

For c(1) variances the Applicant must demonstrate that strict application of the zoning requirement would have “peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the Applicant arising out of:

- a. The exceptional narrowness, shallowness, or shape of a specific piece of property, or

RESPONSE: The Applicant’s Professional Planner will provide testimony in support of the requested c(2) variance during the public hearing on this Application.

- b. By reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, or

RESPONSE: The Applicant’s Professional Planner will provide testimony in support of the requested c(2) variance during the public hearing on this Application.

- c. By reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon.”

RESPONSE: The Applicant’s Professional Planner will provide testimony in support of the requested c(2) variance during the public hearing on this Application.

For c(2) variances the Applicant must demonstrate:

- a. That the purposes of the Municipal Land Use Law (MLUL) would be advanced by a deviation from strict application of the zoning requirement;

RESPONSE: The Applicant’s Professional Planner will provide testimony in support of the requested variance during the public hearing on this Application.

- b. That the variance can be granted without substantial detriment to the public good;

RESPONSE: The Applicant’s Professional Planner will provide testimony in support of the requested variance during the public hearing on this Application.

- c. That the benefits of the deviation would substantially outweigh the detriment; and

RESPONSE: The Applicant’s Professional Planner will provide testimony in support of the requested variance during the public hearing on this Application.

- d. That the variance will not substantially impair the intent and purpose of the zone plan and zoning ordinance.

RESPONSE: The Applicant's Professional Planner will provide testimony in support of the requested variance during the public hearing on this Application.

D. Site Plan Review

1. The proposed four (4) space off-street parking design on Block 290, Lot 1 on Site Plan Sheet C0101 conflicts with that on the School Housing Building Parking Exhibit (Sheet 4). They should be revised to be consistent with each other and to show the proposed ADA parking space as the furthest from Dr. Martin Luther King Boulevard, as well as the required MUTCD signage and pavement striping for the proposed parking spaces.

RESPONSE: Applicant will agree, as a condition of the Approval for this matter, to revise its Site Plan to address this comment.

2. The two (2) Land Title Surveys should be revised to provide the most recent FEMA FIRM information.

RESPONSE: Applicant will agree, as a condition of an Approval for this matter, to revise its Land Title Surveys to address this comment.

3. The Atlantic City and Atlantic County solid waste management plans have been significantly revised since the site plans for the two apartment buildings were approved c. 1979. The Applicant should provide testimony regarding the current and proposed methods to store and dispose of solid waste and recyclables for the two apartment buildings.

RESPONSE: Applicant will be prepared to provide testimony regarding the current and proposed methods to store and dispose of solid waste and recyclables for the two apartment buildings during the public hearing on this Application.

E. Outside Agency Permits and Approvals

The following permits and approvals are required:

- a. Atlantic City Building Code Official

RESPONSE: Acknowledged.

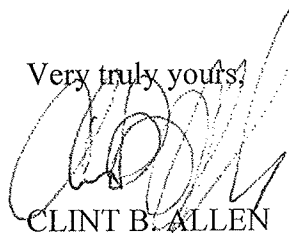
Robert L. Reid, AICP, NJPP
Land Use Regulation Enforcement Officer
Casino Reinvestment Development Authority
March 6, 2019
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b. All others as necessary

RESPONSE: Acknowledged.

Should you have any questions, or require any additional information, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Clint B. Allen", is written over the typed name.

CLINT B. ALLEN

CBA/tpg

Enclosures

cc: David Ginsberg (via email)
Brett Meringoff (via email)
Matthew Robayna (via email and regular mail)
Richard Ricciardi, P.P., A.I.C.P. (via email)
Daniel D. Disario, P.E., P.T.O.E. (via email)
Christopher R. Gibson, Esquire (via email)
David Weinstein, Esquire (via email)
Timothy J. Cunningham, Esquire (via email)

216043454v1

This Indenture,

COUNTY OF ATLANTIC
CONSIDERATION
REALTY TRANSFER TGE
DATE 4-30-79 BY S. J. [Signature]
MADE THIS

1st day of March in the year
of our Lord one thousand nine hundred and seventy nine (1979)

Between CITY OF ATLANTIC CITY, a municipal corporation of the
State of New Jersey, party

RECEIVED

APR 3 1979

ATLANTIC CITY HOUSING AUTHORITY

of the first part, and ATLANTIC CITY HOUSING AUTHORITY and URBAN REDEVELOPMENT
AGENCY, having its principal office at 14 So. California Avenue,
Atlantic City, New Jersey, party

of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR
(\$1.00)

lawful money of the United States of America, well and truly paid by the said party of the second part to
the said party of the first part, at and before the enrolling and delivery of these presents, the receipt whereof
is hereby acknowledged, has

granted, bargained, sold, aliened,
enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien,
enfeoff, release, convey and confirm, unto the said party of the second part, its successors
heirs and assigns:

ALL THAT CERTAIN lot, tract or parcel of land and premises situate
lying and being in the City of Atlantic City, County of Atlantic and
State of New Jersey, more particularly bounded and described as
follows:

BEGINNING at a point in the northerly line of Hobson Street (20
feet wide), distant 75 feet eastwardly from the easterly line of
Kentucky Avenue (44.5 feet wide) and 170 feet northwardly from the
northerly line of Baltic Avenue (60 feet wide), when measured at
right angles to said Avenues respectively, and extending thence

- (1) Eastwardly in and along the northerly line of Hobson Avenue
and parallel with Baltic Avenue, 50 feet; thence
- (2) Northwardly parallel with Kentucky Avenue, 32.59 feet to
first line in Deed from Daniel L. Collins to Daniel Morris
recorded in Book 82, page 253; thence
- (3) Westwardly by a line deflecting 8 degrees northwardly from
line parallel with Baltic Avenue and in along first line in

said recited deed, 50.49 feet; thence

- (4) Southwardly parallel with Kentucky Avenue, 39.62 feet to the place of beginning.

BEING known as Lot 10, in Block 140, as shown on the Taxing Plan of the City of Atlantic City.

BEING the same lands and promises conveyed to the City of Atlantic City by deed from William Cantor, singleman, dated May 31, 1961, and recorded in the Atlantic County Clerk's Office on June 16, 1961, in Book 2065 of Deeds, page 92 &c.

The City of Atlantic City being so seized of the above tract of land did, by its Board of Commissioners, at a meeting held on March 1, 1979, adopt an appropriate resolution setting forth that the City was desirous of conveying said property to the ATLANTIC CITY HOUSING AUTHORITY and URBAN REDEVELOPMENT AGENCY for One Dollar (\$1.00) and did so resolve to convey, authorizing the Mayor to execute, and the City Clerk to attest a deed conveying the above mentioned property to the ATLANTIC CITY HOUSING AUTHORITY and URBAN REDEVELOPMENT AGENCY.

The Sale of these premises is subject to the following terms and conditions:

- (1) Sale is restricted to use of site for parking facilities for residents of the proposed low income housing to be located at 1519 Baltic Avenue, Atlantic City, at the site of the former Liberty Hotel, and this restriction shall run with the land.
- (2) The buyer or successor of buyer waives any rights to tax exemption, unless same is abated or waived by the City of Atlantic City at some future date. However, the City of Atlantic City agrees that it will abide by a taxing schedule as to be mutually agreed upon between the seller and eventual developer.
- (3) All off site improvements including street, curbs, gutters, sidewalks, sewer and water installations necessitated by the development will be the responsibility of the developer.
- (4) The Grantee shall devote the property hereby conveyed in accordance with the aforesaid conditions (Paragraphs 1 through 3) and for no other purpose. In the event of any violation of this Paragraph, the Grantor shall have the right to re-enter and take possession of the subject property and to terminate and re-vest in the Grantor the estate hereby conveyed to the Grantee, in which event, all the right, title, and interest of the Grantee, and any assigns or successors in interest to and in the subject property, shall re-vest to the Grantor.
- (5) The rights of the construction lender and the rights and interests of the Mortgagees providing temporary and permanent financing, shall survive any reverter to the City of Atlantic City contained herein. It is specifically understood by the parties that the City's interests are subrogated and inferior to the rights and interests of the construction or interim lenders and permanent lenders.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof; And Also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances.

To Have and to Hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its ^{successors} heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, its ^{successors} heirs and assigns forever.

It is covenanted and agreed that the party of the second part, for itself, its successors and assigns, waives any possible exemption from taxes and assessments, and interest and other lawful charges thereon, by reason of the ownership of the premises by the City of Atlantic City prior to sale, and that the said premises shall be liable for and subject to the same from the date of sale (pro rata for any fraction of a year), in the same manner and under and subject to all laws pertaining to taxes and assessments, and interest and other lawful charges thereon, as well as to tax liens and tax sales, as real estate not municipally owned, unless said taxes and assessments are modified, abated or waived as provided in paragraph 2 on page 2 of this Deed.

In Witness Whereof, the said party of the first part has hereunto set its corporate seal and caused these presents to be signed by its Mayor and attested by its City Clerk,

the day and year first above written.

~~Sealed and signed by the Mayor and City Clerk~~

~~Attest:~~

ATTEST:

Adelaide Deane
City Clerk

CITY OF ATLANTIC CITY

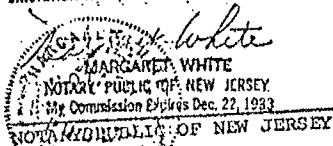
By Joseph Lazrow
Mayor



STATE OF NEW JERSEY
COUNTY OF ATLANTIC

Be it Remembered, that on this 1st, day of March, 1979, before me, in the year of our Lord one thousand nine hundred and seventy nine (1979), the subscriber, a Notary Public in and for the State of New Jersey,

personally appeared Joseph Lazarow, Mayor of the City of Atlantic City, a municipal corporation of the State of New Jersey, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal 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



Proposed by Matthew H. Powals, Esq.

In compliance with statute I have presented an abstract of this within to all assessors of the taxing district therein mentioned.

Lori Mooney, Clerk

1979 2386 10/27	Deed	CITY OF ATLANTIC CITY - to - ATLANTIC CITY HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY Block 140 Lot 10	Deed March 1, 1979 Received in the Clerk's office of the County of Atlantic on the 20th day of April A. D. 1979 at 4:07 o'clock in the afternoon, and recorded in Book 3336 of DEEDS for said County on pages 31 &c. Witness 374 Margaret White, Notary Public Atlantic City, N.J. 08401
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personally appeared the grantor mentioned in the above deed or conveyance and acknowledged that signed, sealed and delivered the same as 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.

STATE OF NEW JERSEY
COUNTY OF ATLANTIC
Be it Remembered, that on this day of March, 1979, before me, in the year of our Lord one thousand nine hundred and

1979
2386
10/27

COUNTY OF ATLANTIC
CONSIDERATION \$1.00
REALTY TRANSFER FEE \$1.00
DATE 4-20-79 BY [Signature]

This Indenture,

MADE THIS

1st day of March

in the year

of our Lord one thousand nine hundred and seventy nine (1979)

Between CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, party

RECEIVED

APR 3 1979

ATLANTIC CITY HOUSING AUTHORITY

of the first part, and ATLANTIC CITY HOUSING AUTHORITY and URBAN REDEVELOPMENT AGENCY, having its principal office at 14 So. California Avenue, Atlantic City, New Jersey, party

of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00)

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

granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its successors heirs and assigns:

ALL THAT CERTAIN lot, tract or parcel of land and premises situate lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey, more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Arctic Avenue (60 feet wide), distant 150 feet eastwardly from the easterly line of Illinois Avenue (50 feet wide), and extending thence

- (1) Eastwardly in and along the northerly line of Arctic Avenue, 50 feet; thence
- (2) Northwardly parallel with Illinois Avenue, 150 feet; thence
- (3) Westwardly parallel with Arctic Avenue, 50 feet; thence
- (4) Southwardly parallel with Illinois Avenue, 150 feet to the place of beginning.

BEING known as Lot 12, in Block 138, as shown on the Taxing Plan

of the City of Atlantic City.

BEING the same lands and premises conveyed to the City of Atlantic City by deed from Pauline H. Greenberg, Trustee under the Last Will and Testament of Harry A. Greenberg, deceased, and Pauline H. Greenberg, widow, dated May 3, 1974, and recorded in the Atlantic County Clerk's Office on May 13, 1974, in Book 2839 of Deeds, page 295 &c.

The City of Atlantic City being so seized of the above tract of land did, by its Board of Commissioners, at a meeting held on March 1, 1979, adopt an appropriate resolution setting forth that the City was desirous of conveying said property to the ATLANTIC CITY HOUSING AUTHORITY and URBAN REDEVELOPMENT AGENCY for One Dollar (\$1.00) and did so resolve to convey, authorizing the Mayor to execute, and the City Clerk to attest a deed conveying the above mentioned property to the ATLANTIC CITY HOUSING AUTHORITY and URBAN REDEVELOPMENT AGENCY.

The Sale of these premises is subject to the following terms and conditions:

- (1) The Sale is restricted to use of site for parking facilities for residents of the proposed low income housing to be located on Lot 52 in Block 35 on the Tax Map of Atlantic City, and this restriction shall run with the land.
- (2) The buyer or successor of buyer waives any rights to tax exemption, unless same is abated or waived by the City of Atlantic City at some future date. However, the City of Atlantic City agrees that it will abide by a taxing schedule as to be mutually agreed upon between the seller and eventual developer.

(3) All off site improvements including street, curbs, gutters, sidewalks, sewer and water installations necessitated by the development will be the responsibility of the developer.

(4) The Grantee shall devote the property hereby conveyed in accordance with the aforesaid conditions (Paragraphs 1 through 3) and for no other purpose. In the event of any violation of this Paragraph, the Grantor shall have the right to re-enter and take possession of the subject property and to terminate and revert in the Grantor the estate hereby conveyed to the Grantee, in which event, all the right, title, and interest of the Grantee, and any assigns or successors in interest to and in the subject property, shall revert to the Grantor.

(5) The rights of the construction lender and the rights and interests of the Mortgagees providing temporary and permanent financing, shall survive any reverter to the City of Atlantic City contained herein. It is specifically understood by the parties that the City's interests are subrogated and inferior to the rights and interests of the construction or interim lenders and permanent lenders.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same, belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof; And Also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances.

To Have and to Hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors, heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors, heirs and assigns forever.

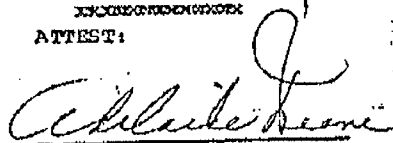
It is covenanted and agreed that the party of the second part, for itself, its successors and assigns, waives any possible exemption from taxes and assessments, and interest and other lawful charges thereon, by reason of the ownership of the premises by the City of Atlantic City prior to sale, and that the said premises shall be liable for and subject to the same from the date of sale (pro rata for any fraction of a year), in the same manner and under and subject to all laws pertaining to taxes and assessments, and interest and other lawful charges thereon, as well as to tax liens and tax sales, as real estate not municipally owned, unless said taxes and assessments are modified, abated or waived as provided in paragraph 2 on page 2 of this Deed.


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

~~SEAL OF THE CITY OF ATLANTIC CITY~~

CITY OF ATLANTIC CITY

ATTEST:


Adelaide Doane
City Clerk

By 
Joseph J. Zappala
Mayor



STATE OF NEW JERSEY

COUNTY OF ATLANTIC

} ss.

We it Remembered, that on this 1st day of March in the year of our Lord one thousand nine hundred and seventy nine (1979) before me, the subscriber, a Notary Public in and for the State of New Jersey,

personally appeared Joseph Lazarow, Mayor

of the City of Atlantic City, a municipal Corporation of the State of New Jersey, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal 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. 43, Sec. 1(c), is \$ 1.00

Margaret White
MARGARET WHITE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 22, 1979
NOTARY PUBLIC OF NEW JERSEY
LIC
Prepared by Matthew H. Powals, Esq.

LOU MOONEY, Clerk
In compliance with statute I have pre-
sented an abstract of the within to
all assessors of the taxing district
therein mentioned.

BOOK 3336 PAGE 40

STATE OF NEW JERSEY

ATLANTIC COUNTY, ss.

Be it Remembered, that on this
day of
in the year of our Lord one thousand nine hundred and

personally appeared

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

RECORDED
1979 MAR 20 PM 1:07
CLERK'S OFFICE

Supple and Subordinate to Cert. C-2

1979

2987 10.20/10

DEED

CITY OF ATLANTIC CITY

to

ATLANTIC CITY HOUSING
AUTHORITY and URBAN
REDEVELOPMENT AGENCY

Block 138 Lot 12

Dated March 1, 1979

Received in the Clerk's

office of the County of Atlantic

on the 20th day of April

A. D. 1979 at 4:07 o'clock in

the afternoon, and recorded in

Book 3336 of DEEDS for

and 35.85

of the County of Atlantic

CLERK

104-DEED - BARGAIN AND SALE (COVENANT AGAINST GRANTOR) A D G R V S T COPYRIGHT © 1966 BY ALL-STATE LEGAL SUPPLY CO. CORP. TO IND. OR CORP. 269 SHEFFIELD STREET, MOUNTAIN SIDE, N.J. 07093

This Deed, made the 10th day of October, 1979

Between THE HOUSING AUTHORITY OF THE CITY OF ATLANTIC CITY,
(a/k/a Atlantic City Housing Authority and Urban Redevelopment Agency)
public
a corporation existing under and by virtue of the laws of the State of New Jersey
having its principal office at 14 South California Avenue
in the City of Atlantic City in the County of
Atlantic and State of New Jersey herein designated as the Grantor,
And

SENCIT-LIBERTY ASSOCIATES, a New Jersey limited partnership

residing or located at 701 Newark Avenue
in the City of Elizabeth in the County of
Union and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of Eighty Thousand-Six Hundred-Fifty Dollars and 00/100 (\$80,650.00)

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 City of Atlantic City in the County of Atlantic and State of New Jersey, more particularly described as follows:

BEGINNING at the Northerly line of 20 feet wide street at a point distant 75 feet Eastwardly from the Easterly line of Kentucky Avenue, 44 1/2 feet wide and 170 feet Northwardly from the Northerly line of Baltic Avenue, measurements being made at right angles with said Avenues respectively; thence

(1) Eastwardly along the Northerly line of said 20 feet wide street and parallel with Baltic Avenue, 50 feet; thence

(2) Northwardly parallel with Kentucky Avenue 32.59 feet to the first line in Deed from Daniel L. Collins to Daniel Morris, dated January 20, 1881, recorded in Book 82, page 253; thence

(3) Westwardly by a line deflecting 8 degrees North from the line parallel with Baltic Avenue and along the first line in said recited Deed 50.49 feet; thence

(4) Southwardly parallel with Kentucky Avenue 39.62 feet to the place of Beginning.

BEING Lot 10 in Block 140 on the current official tax maps of the City of Atlantic City.

BEING premises conveyed to Grantor by deed dated March 1, 1979 from the City of Atlantic City recorded in Deed Book 3336 at page 31, et seq. on April 20, 1979.

Sale of premises is restricted to use of site for parking facilities for residents of the proposed low income housing to be located at 1519 Baltic Avenue, Atlantic City, at the site of the former Liberty Hotel, and this restriction shall run with the land.

BEGINNING at the Northerly line of Arctic Avenue, 150 feet Eastwardly of Illinois Avenue; and extending thence

(1) Eastwardly along Arctic Avenue, 50 feet; thence

(2) Northwardly parallel with Illinois Avenue, 150 feet; thence

80650.00

80650.00
10-1579-CCG-3484

- (3) Westwardly parallel with Arctic Avenue, 50 feet; thence
- (4) Southwardly parallel with Illinois Avenue, 150 feet to the BEGINNING.

BEING Lot 12 in Block 138 on the current official tax maps of the City of Atlantic City.

BEING premises conveyed to Grantor by deed dated March 1, 1979 from the City of Atlantic City recorded in Deed Book 3336 at page 35, et seq. on April 20, 1979.

Sale of premises is restricted to use of site for parking facilities for residents of the proposed low income housing to be located on Lot 52 in Block 135 on the Tax Maps of Atlantic City, and this restriction shall run with the land.

BEGINNING at the Southeasterly corner of Illinois and Arctic Avenue, said beginning point being the intersection of the Northeasterly line of Illinois Avenue (50 feet wide) with the Southeasterly line of Arctic Avenue (60 feet wide); and extending thence

- (1) North 62 degrees 32 minutes East, along said Southeasterly line of Arctic Avenue, 165 feet to the Southwesterly line of Mount Vernon Avenue (formerly Surf Place); thence
- (2) South 27 degrees 28 minutes East along same, 205 feet to a point; thence
- (3) South 62 degrees 32 minutes West, parallel with Arctic Avenue, 165 feet to aforesaid Northeasterly line of Illinois Avenue; thence
- (4) North 27 degrees 28 minutes West, along same, 205 feet to the point and place of BEGINNING.

In addition the City of Atlantic City as Grantor hereby conveys an Easement to be utilized by the within Grantee for no use other than the parking of thirty-three (33) passenger motor vehicles on the adjacent lands of Grantor known and designated as Lot 7 in Block 135 on the current Tax Map of the City of Atlantic City, County of Atlantic and State of New Jersey, it being specifically understood that said Easement is hereby granted for use in connection with the housing project contemplated for development by Grantee's successor on the lands conveyed hereinabove. This Easement shall be for a term of 40 years and shall commence on July 1, 1987 and Grantee shall acquire by virtue of this conveyance the right to park thirty-three passenger motor vehicles on the servient property and on an unspecified area of said property to be selected by Grantor in its sole and exclusive discretion, and which area may change from time to time.

BEING Lot 52 in Block 135 on the current official tax maps of the City of Atlantic City.

BEING premises conveyed to Grantor by deed dated September 28, 1978 from the City of Atlantic City recorded in Deed Book 3340 at page 109, et seq. on May 1, 1979.

Sale of premises is restricted to use of site for low income housing and facilities incidental thereto, and this restriction shall run with the land.

Sale of above premises shall also be subject to the following terms and conditions which shall run with the land:

- (1) Grantee acknowledges that existing tax abatement agreements with the City of Atlantic City are contingent upon use of the premises as hereinabove described.
- (2) All off site improvements including street, curbs, gutters, sidewalks, sewer and water installations necessitated by the development will be the responsibility of the Grantee.
- (3) The commencement and construction of the aforementioned low income housing shall be in strict compliance with the construction schedule and guidelines established by the United States Department of Housing and Urban Development (HUD).

(4) The Grantee shall devote the property hereby conveyed in accordance with the aforesaid conditions and for no other purpose. In the event of any violation of said conditions, the Grantor shall have the right to re-enter and take possession of the subject property and to terminate and re-vest in the Grantor the estate hereby conveyed to the Grantee, in which event, all the right, title, and interest to and in the subject property, shall re-vest to the Grantor.

(5) The rights of the construction lender and the rights and interests of the Mortgagees providing temporary and permanent financing, shall survive any reverter to the Grantors contained herein. It is specifically understood by the parties that the Grantors' interests are subordinated and inferior to the rights and interests of the construction or interim lenders and permanent lenders.

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.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

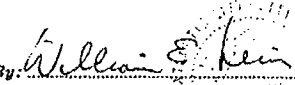
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

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:

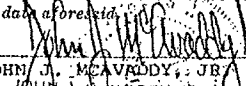
 W. OSCAR HARRIS, JR., Secretary

By 
 WILLIAM E. LEWIS, Chairman

State of New Jersey, County of ATLANTIC } ss.: Be It Remembered,
 that on October 10, 1979, before me, the subscriber,
 a Notary Public of New Jersey,
 personally appeared W. OSCAR HARRIS JR.

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of the Housing Authority of The City of Atlantic City aka Atlantic City Housing Authority and Urban Redevelopment is the Chairman of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and 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 presence of deponent, who thereupon subscribed his 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 \$ 80,650.00

Sworn to and subscribed before me,
 the date aforesaid.


 JOHN J. McAVADDY, JR.
 JOHN J. McAVADDY, JR.
 A Notary Public of New Jersey
 Commission Expires May 23, 1981
 TIMOTHY R. CURTIN
 ATTORNEY AT LAW OF NEW JERSEY


 W. OSCAR HARRIS, JR.

1979 OCT 15 PM 2:47
ATLANTIC COUNTY
CLERK'S OFFICE

In compliance with statute I have presented an abstract of the within to all assessors of the taxing district therein mentioned.

Lori Mooney, Clerk

Deed

CS 414.939 9620
1005

THE HOUSING AUTHORITY OF THE
CITY OF ATLANTIC CITY

A corporation of
New Jersey

TO

SENITT-LIBERTY ASSOCIATES, A
New Jersey Limited Partnership

For P. M. Mooney

Dated October 10, 1979

Recorded Oct. 15th 19 79 at
2:47 P. M. and recorded in the
Clerk's Office of Atlantic County, at
Atty's Landing, N.J. in Book
of Deeds
No. 3404 Page 113 &c.

Lori Mooney
CLERK

