

ESCROW AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 2 day of June 2021 by and between the KEYPORT UNIFIED PLANNING BOARD (the "Board") and Dominique Femia (the "Applicant").

1. PURPOSE. The Board authorizes its professional staff to review, inspect, report to the Board, and study all plans, documents, statements, improvements and provisions submitted by the Applicant to the Board or pursuant to relief granted to the Applicant by the Board. The Board is entitled to reimbursement from an Applicant for all reasonable costs/fees incurred by the Applicants in accordance with N.J.S.A 40:55D-8, and N.J.S.A 40:55D-53 et seq. of the New Jersey Municipal Land Use Law ("MLUL").
2. ESCROW ESTABLISHED. The Board, Borough and Applicant, in accordance with the provisions of this Agreement, hereby create an escrow deposit account to be established with the finance office of the Borough of Keyport.
3. ESCROW FUNDED. The Applicant, by execution of this Agreement, shall pay to the Borough to be deposited in the account referred to in paragraph 2 above.
4. INCREASE IN ESCROW AMOUNT DEPOSITED. If, during the existence of this escrow agreement, the funds deposited into said escrow account are insufficient to cover any voucher or bill submitted by the Board's professional staff, the applicant shall, within fourteen (14) days of receipt of a notice from the Board or the Borough that a deficiency in the escrow exists, provide such funding as required to fund the existing deficit as well as to pay for projected costs and fees associated with the ongoing professional reviews, inspections, etc., pursuant to applicable Borough ordinances governing the same, as well as the MLUL.
5. DISPUTES AND APPEALS. Should any disputes arise by and between the applicant and the Borough and/or the Board with respect to either the funding of, or payment from, the escrow account established herein, then the settlement of any and all disputes, including appeals from any decisions made by the Borough and/or the Board regarding such escrow account shall be made as called for by the applicable ordinance of the Borough of Keyport and the provisions of the MLUL.
6. COLLECTION OF DELINQUENT ESCROW BALANCES. Should the Applicant fail to adequately and on a timely basis fail to fund its escrow account so that the payment of necessary fees of the Board's professionals can be made in accordance with the law, then the Borough and/or Board shall be entitled to pursue all remedies available at either law of inequity, including but not limited to all amounts due, and simple interest at a rate of 18% per annum on all sums unpaid, beginning from 30 days after the applicant received notice of such deficiencies, if permitted by law. The Borough and/or Board shall be permitted to place a lien against any and

all properties within the Borough owned by the Applicant until such time as all sums due and owed have been paid. The Borough shall also have the right to withhold and/or suspend any building permits, the conduct of construction inspections, the issuance of certificates of occupancy, and other actions, unless and until all escrow deficiencies have been satisfied by the Applicant.

Date: 6/2/21

X Dominique Femic
SIGNATURE OF APPLICANT

Dominique Femic
Owner's Name (Print)

Sworn to and subscribed before me this

2 day of June, 2021

[Signature]
NOTARY PUBLIC

Lawrence J Vecchio
Notary Public
New Jersey
My Commission Expires 10-3-2025
No. 67830

Date: _____

BOROUGH OF KEYPORT

Date: _____

BOROUGH OF KEYPORT
UNIFIED PLANNING BOARD

10. CERTIFICATIONS

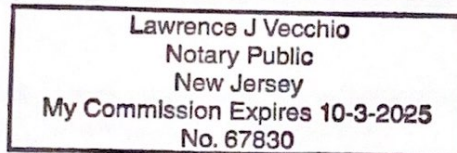
APPLICANT

I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant that I am authorized to sign the application for the Corporation, or that I am a general partner of the partnership applicant. (If the Applicant is a corporation, this application must be signed by an authorized corporate officer as indicated in a resolution of the corporation which must be attached hereto. If the applicant is a partnership, this must be signed by a general partner).

Sworn to and subscribed before me this

2 day of June, 2021

NOTARY PUBLIC



X

Dominique Fernis
SIGNATURE OF APPLICANT

Dominique Fernis
Applicant's Name (Print)

OWNER (IF DIFFERENT FROM APPLICANT)

I certify that I am the Owner of the property which is the subject of this application, that I have authorized the applicant to make this application and that I agree to be bound by the application, the representations made by the applicant, and the decision of the Board in this matter.

Sworn to and subscribed before me this

____ Day of _____, 20____

NOTARY PUBLIC

X

SIGNATURE OF OWNER

Owner's Name (Print)

FORM #4

AFFIDAVIT OF SERVICE

State of New Jersey :
County of _____ : S

Dominique Femia, being of full age and duly sworn according to law, on
his/her oath deposes and says that he/she resides at 123 Church Street
(Street Address)
in the Keyport Monmouth New Jersey
(City) (County) (State)

And that he/she did on _____, 20____, at least ten (10)
days prior to the hearing date scheduled before the Unified Planning Board of the Borough of
Keyport set for June 24, 2021, give personal notice to all property
owners within 200 feet of subject property of the application known as 123 Church Street,
(Street Address)

and being further known as Block 90 Lot 1 on
the Tax Maps of the Borough of Keyport. Said notice was given by sending said notice by
certified mail, return receipt requested. Notices were also served upon: _____ the Clerk of the
Borough of Keyport, _____ the Monmouth County Planning Board, _____ Utility Companies.

A copy of the NOTICE OF PUBLIC HEARING is attached hereto, along with the CERTIFIED
LIST OF PROPERTY OWNERS within 200 feet of the subject property provided to me by the
Keyport Borough Tax Assessor's Office. All original CERTIFIED MAIL RECEIPTS are also
attached hereto.

Dominique Femia
(Signature of Applicant)
Dominique Femia
(Name of Applicant - Print)

Sworn and subscribed to before me
This 2 day of June, 2021

NOTARY PUBLIC

Lawrence J Vecchio
Notary Public
New Jersey
My Commission Expires 10-3-2025
No. 67830