JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS
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516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535

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March 3, 2020

VIA HAND DELIVERY
Ms. Denise Nellis
Planning Board Recording Secretary
Borough of Keyport
70 West Front St., 2nd Fl.
Keyport, NJ 07735

RE: 357 West Front Street, LLC
Block 20, Lots 9, 11.01, 13, 14, & 14.01
Keyport, NJ

Dear Ms. Nellis:

Please be advised that the undersigned represents 357 West Front Street, LLC, the owner and applicant in the above captioned matter.

Our office is hereby making application to the Borough of Keyport for Preliminary and Final Site Plan with regard to the above captioned property.

In support of this application, enclosed herewith please find the following materials:

1. Twenty-two (22) copies of the Application to the Keyport Unified Planning Board;

2. Twenty-two (22) copies of the Preliminary and Final Site Plans prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020 consisting of ten (10) sheets;

3. Twenty-two (22) copies of the Boundary and Topographic Survey prepared by Suzanne E. Warren, P.L.S. of MidAtlantic Engineering Partners, LLC dated December 16, 2011;

4. Twenty-two (22) copies of the Environmental Impact Report prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020;

5. Twenty-two (22) copies of the Stormwater Management Narrative prepared by Michael V. Weselowski, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020

6. Twenty-two (22) copies of the Traffic Statement prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020;

7. Twenty-two (22) copies of the Brown's Point Marina Shop Specifications;

8. Four (4) copies of the completed Checklist;

9. A copy of our letter and application to the Monmouth County Planning Board;

10. A copy of our firm's letter to the Tax Collector requesting proof that all taxes have been paid;

11. Our letter addressed to your attention identifying ownership interest in the applicant;

12. A copy of the 200' Foot radius list from Borough of Keyport as well as Township of Aberdeen (please note that we have, on this date, requested an updated list for both Borough of Keyport and Township of Aberdeen);

13. Copy of all plans and reports on CD Rom;

14. A check in the amount of $400.00 made payable to the Borough of Keyport representing the application fees;

15. Please kindly calculate the professional escrow fees for this application. In lieu of same, our firm delivers a check in the amount $5,000.00.; and

16. A signed W-9 form.

Very truly yours,

KENNETH L. PAPE
For the Firm

cc: 357 West Front Street, LLC, Attn: Roger Miller (via e-mail: rmiller@millergp.com)
357 West Front Street, LLC, Attn: Clay Perlman (via e-mail: ckp783@gmail.com)

APPLICATION TO THE KEYPORT UNIFIED PLANNING BOARD

1. SUBJECT PROPERTY

Location: 357 W. Front Street

Tax Map: Block 20 Lot(s) 9, 11.01, 13, 14 & 14.01

Dimensions: Frontage _____ Depth _____ Total Area 86,863.4 SF

Zone District: GMC

Location of the property is approximately _____ feet from the intersection of W. Front Street and Washington Street.

The property is located within 200 feet of another municipality: _____ NO __X__ YES
If yes, name of municipality Aberdeen

The property fronts on a County Road or State Hwy: _____ NO __x__ YES
COUNTY ROUTE NO. 6 STATE HWY NO. N/A

2. APPLICANT INFORMATION

Full Legal Name: 357 West Front Street, LLC

Address: 357 West Front Street, Keyport, NJ 07735
(Street) (City) (State) (Zip)

Telephone Numbers: DAY 732-291-3222 EVENING _____

Applicant is a: __x__ Corporation _____ Partnership _____ Sole Proprietor _____ Resident

3. OWNER IF DIFFERENT FROM APPLICANT

SAME AS APPLICANT

If the owner of the property is someone different from the Applicant, then please complete the following:

Owner's Name: _____

Address: _____
(Street) (City) (State) (Zip)

Telephone Numbers: DAY _____ EVENING _____

4. ADDITIONAL PROPERTY INFORMATION

Restrictions, covenants, easements, homeowners/condo association by-laws, existing or proposed on the property:

___YES (attach copies and/or copy of deed) ___PROPOSED (attach description) ___NONE
TO BE DETERMINED

NOTE: All Deeds Restrictions, covenants, easements, association by-laws, either existing or proposed, must be submitted for review, and must be written in easily understandable English in order to be approved.

Present use of the premises and proposed use (describe in detail): SEE ATTACHED SCHEDULE A

5. APPLICANT'S EXPERTS / REPRESENTATIVES

Applicant Attorney: Heilbrunn Pape, LLC
Kenneth L. Pape
(Name and Firm if Applicable)

Address: 516 State Route 33, Millstone, NJ 08535
(Street) (City) (State) (Zip)

Telephone: 732-679-8844 Fax 732-679-6554

Applicant Engineer: Louis L. Zuegner IV, P.E.
(Name and Firm if Applicable)

Address: MidAtlantic Engineering Partners, LLC
5 Commerce Way, Hamilton, New Jersey 08691
(Street) (City) (State) (Zip)

Telephone: 609-910-4450 Fax

Applicant Planning Consultant: _____
(Name and Firm if Applicable)

Address: _____
(Street) (City) (State) (Zip)

Telephone: _____ Fax _____

SCHEDULE A

Description of Application

This application is for the reconfiguration of the marina facility to be consistent with the approvals granted for the apartment complex (Application #17-07).

Applicant Traffic Engineer: _____
(Name and Firm if Applicable)

Address: _____
(Street) (City) (State) (Zip)

Telephone: _____ Fax _____

6. OTHER EXPERTS

List any other expert(s) who will submit a report and/or testify on behalf of the Applicant.

Name: _____ Field of Expertise: _____

Address: _____
(Street) (City) (State) (Zip)

Telephone: _____ Fax _____

7. RELIEF BEING REQUESTED

SUBDIVISION APPROVAL

_____ Minor Subdivision

_____ Major Subdivision _____ Major Subdivision – Final

_____ Number of Lots to be Created _____ Number of Proposed Dwelling Units

Note: A "Plan of Subdivision" must be submitted in accordance with the submission requirements set forth in the Submission Checklist and the Borough of Keyport Ordinance.

SITE PLAN APPROVAL

_____ Major Site Plan Approval _____ Minor Site Plan Approval

__X__ Preliminary Site Plan Approval (phases – if applicable) _____

__X__ Final Site Plan Approval (phases – if applicable) _____

_____ Amendment or Revision to an Approval Site Plan (Area to be disturbed – square feet)

__X__ Request for a Waiver from Site Plan Review and Approval. Reason for Request: ____

See explanations on Site Plan checklist

OTHER

_____ Informal Review of _____

_____

_____ Appeal Decision of the Zoning Officer (N.J.S.A. 40:55D-70.a.) Describe nature of appeal: _____

_____

_____

_____

_____ Interpretation of Map or Ordinance, or Decisions upon Special Questions (N.J.S.A. 40:55D 70.b.) Explain: _____

_____

_____

X Variance Relief-Hardship (N.J.S.A. 40:55D-70c (1)) Provide Reasons: _____

25:1-98.4a-4b. Boat Racks - winter storage

Boat Racks - In water use

_____

_____ Variance Relief-Substantial Benefit (N.J.S.A. 40:55D-70c (2)) Provide Reasons: _____

_____

_____

_____ Variance Relief-Use (N.J.S.A. 40:55D-70cd) Provide Reasons: _____

_____

_____

	EXISTING	PROPOSED	REQUIRED
Minimum lot area:*	_____	_____	_____
Building coverage limit:*	_____	_____	_____
Front yard setback:*	_____	_____	_____
Side yard setback:*	_____	_____	_____
Rear yard setback:*	_____	_____	_____
Roadway setback:	_____	_____	_____
Impervious coverage limit:	_____	_____	_____
Parking spaces:*	_____	_____	_____
Building height:*	_____	_____	_____

*DENOTES ITEMS REQUIRED ON THE SITE PLAN.

SEE ATTACHED SCHEDULE B

SCHEDULE B

PROJECT NAME: Brown's Point Marina	ZONE: GMC
Existing & Proposed Permitted Uses	Existing: Marina Proposed: Marina

Lots 9, 11.01, 13, 14, 14.01 (Proposed Lot 15.01)				
	Required	Existing[1]	Proposed[1]	Complies
Minimum Lot Area	10,000 SF	86,863.4 SF 1.99 Acres	No change	YES
Minimum Lot Width (Measured along minimum setback line)	100 Feet	405.2	No change	YES
Minimum Front Yard Setback	20 Feet	18.6 Feet[2]	56.1 Feet	YES
Minimum One Side Yard Setback	6 Feet	3.3 Feet[2,3]	7.0 Feet	YES
Minimum Both Side Yards Setback	16 Feet	324.0 Feet	204.0 Feet	YES
Minimum Rear Yard Setback	20 Feet	122.9 Feet	52.3 Feet	YES
Max. Height (stories/Feet)	3 Stories/35 Feet	2 Stories	2 Stories	YES
Max % Building Coverage	35%	4.4%	6.5%	YES
Max. Impervious Coverage	90%	78.0%	79.6%	YES

1. Relative to Proposed Lot 15.01, unless otherwise noted.
2. Existing non-conformity relative to maintenance garage to be removed.
3. Existing side yard setback to Lots 11 & 12.01

7. **SUBMISSION REQUIREMENTS**

The Applicant is required to submit each of the following, unless otherwise noted:

A. Application: An Original and nineteen (19) copies to the Board Secretary (Total 20) must be submitted (with attached site plan, plot plan, survey and/or other pertinent documents).

B. Escrow Agreement (Form #1): Sign and submit with original copy of application

C. Notice of Public Hearing (Form #2): DO NOT MAIL TO PROPERTY OWNERS UNTIL AUTHORIZED TO DO SO BY THE BOARD'S SECRETARY. Submit a draft copy (leaving date of hearing blank) and submit with original application. *(Not required for minor subdivision where no variances are requested)*

C. Affidavit of Publication – Asbury Park Press: Evidencing that the Notice of Public Hearing (Form #3) was published at least ten (10) days prior to the hearing date: (DO NOT PUBLISH NOTICE IN NEWSPAPER UNITL AUTHORIZED TO DO SO BY THE BOARD'S SECRETARY) Submit to the Board's Secretary as soon as received by the newspaper. (Not required for minor subdivision where no variances are requested)

D. Affidavit of Service – with attachments (Form #4). Submit to the Board's Secretary along with Original copies of Certified Mail Receipts stamped by the US Post Office as to the date of mailing, and a copy of the Notice of Public Hearing (Form #2) with hearing date.

E. Tax Payment Certification (Form #5). Submit with Original copy of Application.

8. **OTHER APPROVALS, WHICH MAY BE REQUIRED, AND THE DATES THAT PLANS/APPLICATIONS WERE SUBMITTED:**

AGENCY OR PERMIT	YES	NO	DATE PLANS SUBMITTED
Borough of Keyport Health Dept	___	X	_____
Borough of Keyport Planning Board	X	___	_____
Freehold Soil Conservation District	X	___	_____
NJ Dept. of Transportation	___	___	_____
JCP&L	___	___	_____
Other: _____	___	___	_____
*NJ Dept of Environmental Protection	X		

*Check nature of approval(s) needed on next page:

____ Sewer Extension Permit; ____Sanitary Sewer Connection Permit; ____Potable Water Construction Permit;

____ Stream Encroachment Permit; ____ Wetlands Permit; _____ Tidal Wetlands Permit; ____ Other X

CAFRA

List of Maps, Reports and other materials accompanying this application (attach additional pages as required for complete listing): SEE ATTACHED SCHEDULE C

9. **OTHER INFORMATION ATTACHED IN SUPPORT OF YOUR APPLICATION.**
(List specific information attached and its importance/significance to your application): _____

SCHEDULE C

List of Plans and Reports

1. Preliminary and Final Site Plans prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020 consisting of ten (10) sheets;

2. Boundary and Topographic Survey prepared by Suzanne E. Warren, P.L.S. of MidAtlantic Engineering Partners, LLC dated December 16, 2011;

3. Environmental Impact Report prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020;

4. Stormwater Management Narrative prepared by Michael V. Weselowski, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020; and

5. Traffic Statement prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020;

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

28th day of February, 2020

NOTARY PUBLIC

Chiara R. Marcini
Attorney at Law
State of New Jersey

X _____
SIGNATURE OF APPLICANT

357 West Front Street, LLC
Applicant's Name (Print)

BY: Clay Perlman, Managing Member

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

28th Day of February, 2020

NOTARY PUBLIC

Chiara R. Marcini
Attorney at Law
State of New Jersey

X _____
SIGNATURE OF OWNER

357 West Front Street, LLC
Owner's Name (Print)

BY: Clay Perlman, Managing Member

ESCROW AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 28th day of February 2020 by and between the KEYPORT UNIFIED PLANNING BOARD (the"Board") and 357 West Front Street, LLC (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: 2/28/2020

X _____
SIGNATURE OF APPLICANT

357 West Front Street, LLC
Owner's Name (Print)

BY: Clay Perlman, Managing Member

Sworn to and subscribed before me this
28th day of February, 2020

_____
NOTARY PUBLIC

Chiara Mancini
Attorney at Law - State of New Jersey

Date: _____

_____
BOROUGH OF KEYPORT

Date: _____

_____
BOROUGH OF KEYPORT
UNIFIED PLANNING BOARD

COMPLETION CHECKLIST
UNIFIED PLANNING BOARD

Application Number: _____ Date Received: _____

Applicant: 357 West Front Street, LLC

Property: Block 20 Lot(s) 9, 11.01, 13, 14 & 14.01

Street Address: 357 West Front Street, Keyport, NJ

RECEIVED:

____Application Fee in Amount of $ _____ Paid by: _____

_____Escrow Deposit in Amount of $ _____ Paid by: _____

_____ Certification of Taxes Paid

_____ Proposed "Notice of Public Hearing"

_____ Signed Escrow Agreement

_____ Certified List of Property Owners Within 200 Feet

ACTION TAKEN:

_____ Copy of Application to Board Attorney on: _____

_____ Copy of Application to Board Engineer on: _____

_____ Letter _____ "Completeness" _____ "Incompleteness" sent on: _____

_____ Hearing Date Set for: _____

NOTES: _____

Project Name: Brown's Point Marina
Owner: 357 West Front Street, LLC
Engineer/Designer: MidAtlantic Engineering Partners
Person Completing Form: Michael Weseloski, P.E. Date: February 20, 2020
Block(s): 20 Lot(s) 9, 11.01, 13, 14 & 14.01
Application #: Date submitted:
Date declared complete: Date revised:

THIS FORM MUST COMPLETE AND RETURNED TO THE ADMINISTRATIVE OFFICE WITH THE SITE PLAN OR SUBDIVISION APPLICATION WHEN FILED. FAILURE TO INCLUDE ALL ITEMS REQUIRED ON SUBMITTED PLANS OR ATTACHMENTS WILL RESULT IN APPLICATION BEING CONSIDERED INCOMPLETE AND REJECTED

PRELIMINARY SITE PLAN, WAIVERS AND VARIANCE

To be checked by applicant

			Yes	No	Waiver
( )	1.	Sixteen (16) copies of complete application	X		
( )	2.	Sixteen (16) copies of site plan upon which the following Information must be depicted pursuant to Section 804 of the Development Review Ordinance for detailed submission requirements. Failure to comply with submission requirements will result in application being rejected as incomplete.	X		
( )	A.	Scale not less than one (1) inch equals one hundred (100) feet.	X		
( )	B.	Locator map showing all road intersections within fifteen Hundred feet (1500)	X		
( )	C.	Wooded areas and topography with two (2) foot intervals	X		
( )	D.	All lot lines, approximate location of all structures and owners of lots within two hundred (200) feet of the site	X		
( )	E.	Streets, easements, watercourses and right-of-way	X		
( )	F.	Utility and drainage plans and information	X		
( )	G.	Plans for elevations and locations of structures including Exterior materials and trim	X		
( )	H.	Preliminary plans for parking, lighting, loading signs Landscaping and buffers	X		
( )	I	An extension of off-tract improvements necessitated By the proposed development		X	
( )	J.	The lot and block number, Tax Map number, exact Dimensions and acreage of property to be build upon	X		

To be checked by applicant			Yes	No	Waiver
( )	K	A survey prepared by a licensed surveyor of the State of New Jersey shall accompany the plan, showing existing and proposed monuments and all existing and proposed lot lines and all set back lines.	X		
( )	L.	The following legends shall be on the site plan map:			

Site plan of Brown's Point Marina

Zone GMC Block 20 Lot 9, 11.01, 13, 14 & 14.01

Date _____ Scale AS SHOWN

Applicant 357 West Front Street, LLC

Address 357 West Front Street Keyport, NJ 07735

I consent to the filing of this site plan with the Planning Board

_____

(Owner) (Date)

I hereby certify that I have prepared the site plan and that all dimensions and information thereon depicted is correct.

_____

(Name) (Title & License)

I have reviewed this site plan and certify that it meets all codes and ordinances under that jurisdiction

_____

(Date) (Municipal Engineer)

Approved by Planning Board:

Preliminary _____

Final _____

_____

(Chairman) (Date)

( )	M.	Name and License number of site planner of Professional Engineer with documents sealed with raised seal.	X		
( )	N.	Date and revision dates of drawing and plans	X		
( )	3.	Certification by Borough Tax Collector that all taxes including Current taxes are paid	X		

To be checked by applicant	Yes	No	Waiver
( ) 4. Payment of all applicable fees for preliminary site plan review	X		
( ) 5. Submission of Environmental Impact Statement	X		
( ) 6. Soil erosion and sediment and Control Permit and Soil Conservation District Approval (if project involves disturbance of more than 5,000 Square feet of land surface area).	X_1		
( ) 7. Storm water management plan	X		
( ) 8. Referral to Monmouth County Planning Board for review and approval.	X_1		
( ) 9. Six copies of completed checklist.	X		
( ) 10. Disclosure of 10% ownership interest of corporation or partnership which is 10% owner of applying corporation or partnership.	X		
( ) 11. Applicant for a project located within a flood hazard area to apply For approval in conformance with the "90 Day Construction Permit Act."			N/A_2
( ) 12. Application for state ingress and egress approval, if necessary		X	
( ) 13. Variance(s) from Section(s) and reasons, if necessary	X		
( ) 14. Waiver required from Section(s) and reason	X		
( ) 15. Owners signed Certificate of Concurrence with the plan			X_3

1. Outside agency approvals to be sought via concurrent applications.
2. NJDEP CAFRA permit to be obtained, which includes compiance with Flood Hazard Area regulations.
3. Temporary Waiver: Owner shall sign Certificate of Concurrence prior to or at time of final Borough acceptance of site plan.

FINAL SITE PLAN APPLICATION

To be checked by applicant	Yes	No	Waiver
( ) 1. Sixteen (16) copies of complete application for Final Site Plan Approval.	X		
( ) 2. Sixteen (16) copies of site plan in final form prepared in accordance With Section 804 of the Development Review Ordinance, including all Information depicted on the preliminary plan and satisfaction of all Conditions of preliminary approval	X		
( ) 3. Payment of all Final Site Plan Filing Fees.			X_4
( ) 4. Payment of Performance Guaranty in favor of municipality approved by Borough Attorney and Borough Engineer.			X_4
( ) 5. Soil removal permit signed by Borough Engineer			X_5
( ) 6. Date and revision dates of drawing and/or reports	X		
( ) 7. Engineering Inspection Fees			X_4
( ) 8. Certification form Tax Collector that all taxes are current on the property through the current month quarter.	X		
( ) 9. Permits from other authorities upon which approvals were conditioned.			X_6

4. Temporary Waiver: Payment of filing fees, performance guaranty and inspection fees to be paid upon receipt of all approvals and following establishment of said fees by Borough of Keyport.
5. Temporary Waiver: Soil removal permit, if required, to be obtained following Site Plan approval.
6. Outside agency approvals to be sought via concurrent applications. All required permits to be obtained prior to final Borough acceptance of site plan.

REPLACEMENT OF BRIDGE MA-14
MONMOUTH COUNTY ROUTE 6
(AMBOY AVE. / WEST FRONT ST.)

PARCEL 3
BLOCK 20, LOTS 6, 6.01, 9,
11.01,13, 14 & 14.01
BOROUGH OF KEYPORT

ACQUISITION OF RIGHT-OF-WAY IN FEE
AND EASEMENTS REQUIRED FOR
REPLACEMENT OF COUNTY BRIDGE MA-14 ON
COUNTY ROUTE 6 (AMBOY AVE. / WEST FRONT ST.)
TOWNSHIP OF ABERDEEN AND BOROUGH OF KEYPORT,
MONMOUTH COUNTY, NEW JERSEY

OWNER OF RECORD
357 West Front Street, LLC
357 West Front Street
Keyport, NJ 07735

RECEIVED
[illegible] - 9 2015
ENGINEERING DEPT.

PARCEL 3 (FEE TAKING)

BEGINNING at a point on the existing northerly right of way line of Monmouth County Route 6 (West Front Street), said point being 7.98 +/- feet left measured at right angles to County Route 6, West Front Street, baseline station 72+42.12 +/-; thence running,

1. Along Matawan Creek, North 18 degrees 31 minutes 23 seconds East, 22.90 feet to the proposed northerly right of way line of County Route 6, West Front Street, said point being 30.88 +/- feet left measured at right angles to West Front Street baseline station 72 + 41.65 +/-; thence,

2. Along the proposed northerly right of way line of County Route 6, West Front Street, on a curve to the left having a radius of 593.00 feet, a central angle of 14 degrees 45 minutes 52 seconds, a chord bearing of South 77 degrees 15 minutes 31 seconds East and chord distance of 152.39 feet, an arc distance of 152.81 feet to a point of tangency, said point being 29.00 +/- feet left measured at right angles to West Front Street baseline station 74 + 01.97 +/-; thence,

3. Along the same, South 84 degrees 38 minutes 27 seconds East, 324.67 to a point in the line dividing Block 20, Lots 13 and 12.01, said point being 29.00 +/- feet left measured at right angles to West Front Street baseline station 77 + 26.64 +/-; thence,

4. Along the line dividing Block 20, Lots 13 and 12.01, South 7 degrees 16 minutes 56 seconds West, 4.09 feet to the aforesaid existing northerly right of way line of Monmouth County Route 6, West Front Street, said point being 24.91 +/- feet left measured at right angles to West Front Street baseline station 77 + 26.50 +/-; thence,

5. Along the aforesaid existing northerly right of way line of Monmouth County Route 6, West Front Street, North 84 degrees 37 minutes 56 seconds West, 476.05 feet, said point being 7.90 +/- feet left measured at right angles to West Front Street baseline station 72 + 47.19 +/-; thence

6. Along the same, North 69 degrees 37 minutes 57 seconds West, 5.00 feet to the point and place of BEGINNING.

Containing 2,970 square feet or 0.0682 acres more or less.

Being intended to be a portion of Block 20, Lots 6, 6.01, 9, 11.01,13, 14, and 14.01, as shown on the Tax Map of the Borough of Keyport, containing 2,970 square feet or 0.0682 acres more or less and as shown on a plan entitled, "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 3", dated January 30, 2012, revised through January 9, 2015.

PARCEL E3A (Permanent Maintenance Easement)

TOGETHER WITH a permanent maintenance easement for the purpose of maintaining a proposed retaining wall as far as the line or area indicated "Permanent Maintenance Easement" as shown on the plan entitled "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 3", dated January 30, 2012, revised through January 9, 2015, prepared by GTS Consultants, Inc. which is on file at the office of the Monmouth County Engineer.

Parcel E3A is a permanent easement, consisting of the right of the County of Monmouth, its agents, or assigns to enter upon the lands of the owner with personnel and equipment for the purpose of inspecting, maintaining, repairing, refurbishing, reconstructing and / or replacing a proposed retaining wall, footings, and appurtenances as far as the line as shown on the aforesaid map.

BEGINNING at a point on the proposed northerly right of way line of Monmouth County Route 6, West Front Street, said point being 30.88 +/- feet left measured at right angles to West Front Street baseline station 72 + 41.65 +/-, thence running,

1. Along Matawan Creek, North 18 degrees 31 minutes 23 seconds East, 5.00 feet to a point, said point being 35.88 +/- feet left measured at right angles to West Front Street baseline station 72 + 41.54 +/-; thence,

2. Along the proposed maintenance easement line, on a curve to the left having a radius of 588.00 feet, a central angle of 14 degrees 46 minutes 41 seconds, a chord bearing of South 77 degrees 15 minutes 06 seconds East and chord distance of 151.24 feet, an arc distance of 151.66 feet to a point of tangency, said point being 34.00 +/- feet left measured at right angles to West Front Street baseline station 74 + 01.97 +/-; thence,

3. Along the same, South 84 degrees 38 minutes 27 seconds East, 161.64 feet, said point being 34.00 +/- feet left measured at right angles to West Front Street baseline station 75 + 63.61 +/-; thence,

4. Along the same, South 5 degrees 21 minutes 33 seconds West, 5.00 feet to the aforesaid proposed northerly right of way line of Monmouth County Route 6, West Front Street, said point being 29.00 +/- feet left measured at right angles to West Front Street baseline station 75 + 63.61 +/-; thence,

5. Along the aforesaid proposed northerly right of way line of Monmouth County Route 6, West Front Street, North 84 degrees 38 minutes 27 seconds West, 161.64 feet to a point of curvature, said point being 29.00 +/- feet left measured at right angles to West Front Street baseline station 74 + 01.97 +/-; thence,

6. Along the same, on a curve to the right having a radius of 593.00 feet, a central angle of 14 degrees 45 minutes 52 seconds, a chord bearing of North 77 degrees 15 minutes 31 seconds West and chord distance of 152.39 feet, an arc distance of 152.81 feet to the point and place of BEGINNING.

Containing 1,569 square feet or 0.0360 acres more or less.

Being Intended to be a portion of Block 20, Lots 6, 6.01, 9, 11.01,13, 14, and 14.01 as shown on the Tax Map of the Borough of Keyport, containing 1,569 square feet or 0.0360 acres more or less and as shown on a plan entitled, "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 3", dated January 30, 2012, revised through January 9, 2015.

PARCEL E3B (Temporary Construction Easement)

TOGETHER WITH a temporary construction easement for the purpose of grading that portion of land as far as the line or area indicated "Temporary Construction Easement" as shown on the plan entitled "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 3", dated January 30, 2012, revised through January 9, 2015, prepared by GTS Consultants, Inc. which is on file at the office of the Monmouth County Engineer.

Parcel E3B is a temporary construction easement, consisting of the right of the County of Monmouth, its agents, or assigns to enter upon the lands of the owner with personnel and equipment for the purpose of the improvements and re-grading up to the line shown as temporary easement line on the aforesaid map. Said easement to terminate upon completion of the road construction and associated incidental work such as grading, top soiling, seeding, and soil erosion control.

Being intended to be a portion of Block 20, Lots 6, 6.01, 9, 11.01,13, 14 and 14.01, as shown on the Tax Map of the Borough of Keyport, containing 13,013 square feet or 0.2987 acres more or less and as shown on a plan entitled, "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 3", dated January 30, 2012, revised through January 9, 2015.

PARCEL E3C (Temporary Impact to Riparian License Area)

AND ALSO a temporary impact on a riparian license as shown on the plan entitled "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 2", dated January 30, 2012, revised through January 9, 2015, prepared by GTS Consultants, Inc. which is on file at the office of the Monmouth County Engineer.

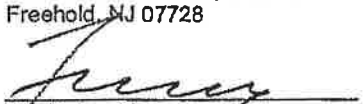
BEGINNING at a point on the existing westerly property line of Block 20, Lot 14 in the Borough of Keyport, said point being 37.98 +/- feet left measured radial to Amboy Avenue baseline station 72 + 41.49 +/-; thence running,

1. Along the southerly line of existing Riparian License Area Q as shown on NJDEP Tidelands Conveyance Map Atlas Sheet No. 581-2124, North 74 degrees 58 minutes 33 seconds West, 80.00 feet to a point; thence,
2. Along the westerly line of said license area, North 15 degrees 01 minutes 27 seconds East, 43.63 feet to a point; thence,
3. Through said license area, South 68 degrees 25 minutes 32 seconds East, 82.63 feet to a point; thence,
4. Along the aforesaid westerly line of Block 20, Lot 14, South 18 degrees 31 minutes 23 seconds West, 34.27 feet to the point of BEGINNING.

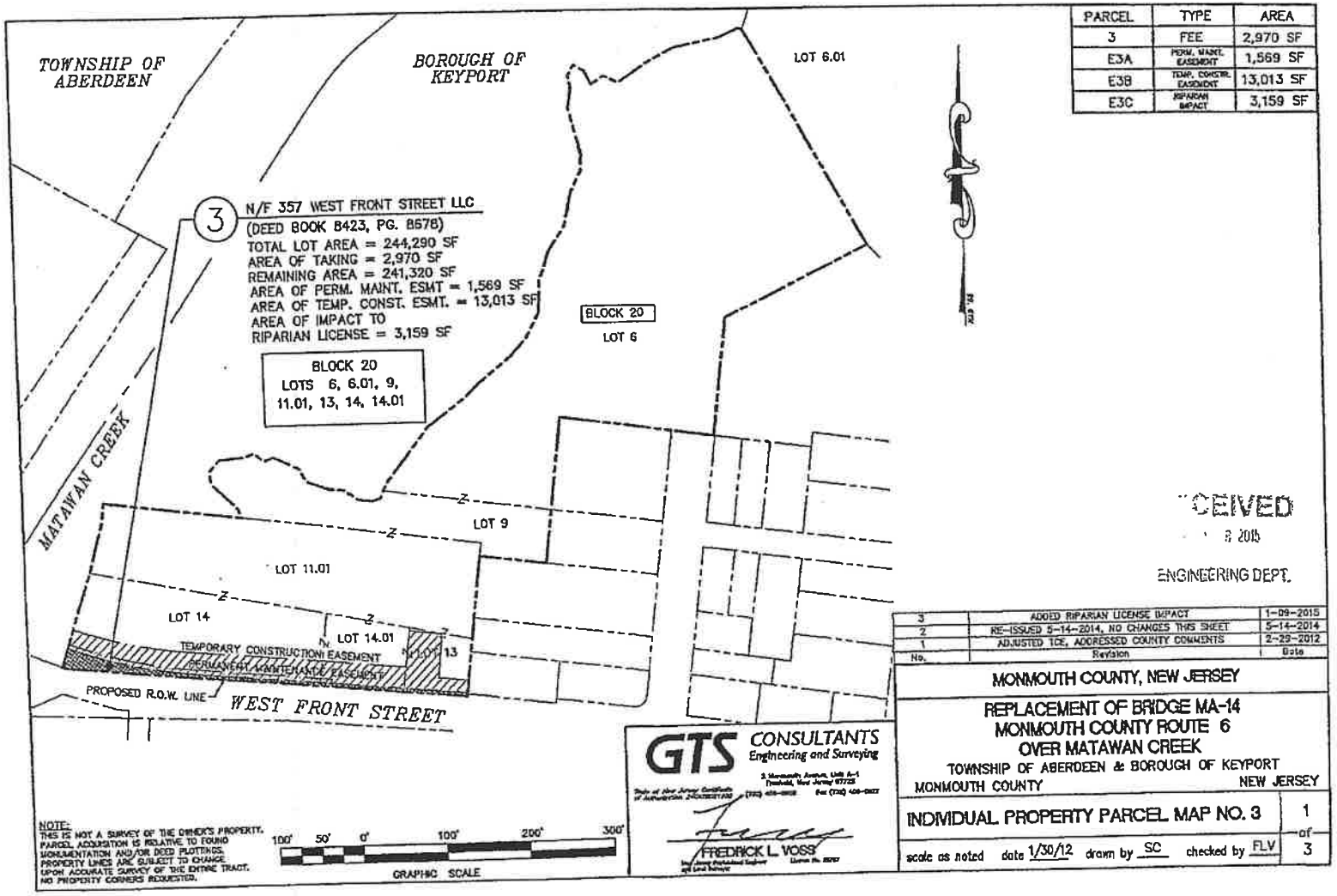
Parcel E3C is a temporary impact to a riparian license area, consisting of the right of the County of Monmouth, its agents, or assigns to enter upon the license area of the owner with personnel and equipment for the purpose of installing a temporary staging platform, crane, and other equipment for the construction of a new bridge as far as the line shown on the above referenced map.

Being intended to be a portion of a riparian license associated with Block 20 Lots 6, 6.01, 9, 11.01,13, 14 and 14.01 and 2 as shown on the Tax Map of the Township of Aberdeen, containing 3,159 square feet or 0.0725 acres more of less and as shown on a plan entitled, "Replacement of Bridge MA-14, Monmouth County Route 6 Over Matawan Creek, Township of Aberdeen and Borough of Keyport, Monmouth County, New Jersey, Individual Property Parcel Map No. 2", dated January 30, 2012, revised through January 9, 2015.

Prepared by:
GTS Consultants, Inc.
2 Monmouth Avenue, Unit A1
Freehold, NJ 07728



Fredrick L. Voss, PE, PLS
New Jersey License No. 24GB02579700



PARCEL	TYPE	AREA
3	FEE	2,970 SF
E3A	PERM. MAINT. EASEMENT	1,569 SF
E3B	TEMP. CONSTR. EASEMENT	13,013 SF
E3C	RIPARIAN IMPACT	3,159 SF

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3 2015
ENGINEERING DEPT.

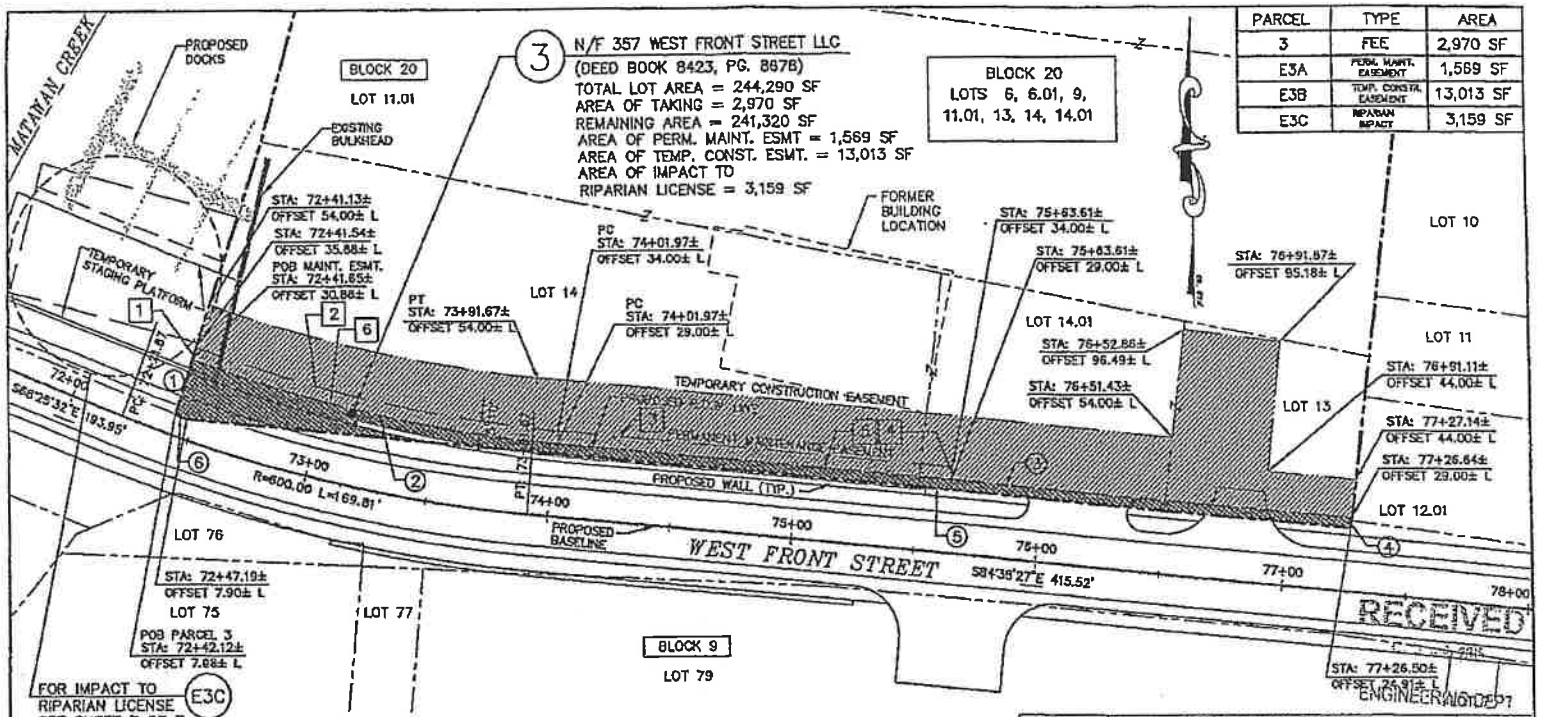
No.	Revision	Date
3	ADDED RIPARIAN LICENSE IMPACT	1-09-2015
2	RE-ISSUED 5-14-2014, NO CHANGES THIS SHEET	5-14-2014
1	ADJUSTED TCE, ADDRESSED COUNTY COMMENTS	2-29-2012

MONMOUTH COUNTY, NEW JERSEY

REPLACEMENT OF BRIDGE MA-14
MONMOUTH COUNTY ROUTE 6
OVER MATAWAN CREEK
TOWNSHIP OF ABERDEEN & BOROUGH OF KEYPORT
MONMOUTH COUNTY NEW JERSEY

INDIVIDUAL PROPERTY PARCEL MAP NO. 3 — 1 of 3

scale as noted date 1/30/12 drawn by SC checked by FLV



PARCEL	TYPE	AREA
3	FEE	2,970 SF
E3A	PERM. MAINT. EASEMENT	1,569 SF
E3B	TEMP. CONSTR. EASEMENT	13,013 SF
E3C	RIPARIAN IMPACT	3,159 SF

PARCEL 3 FEE TAKING

1. N18°31'23"E 22.90'
2. R=593.00' L=152.81'
3. S84°38'27"E 324.67'
4. S07°16'56"W 4.09'
5. N84°37'56"W 476.05'
6. N69°37'57"W 5.00"

PARCEL E3A PERMANENT MAINTENANCE EASEMENT

1. N18°31'23"E 5.00'
2. R=588.00' L=151.66'
3. S84°38'27"E 161.64'
4. S05°21'33"W 5.00"
5. N84°38'27"W 161.64'
6. R=593.00' L=152.81'

NOTE:
THIS IS NOT A SURVEY OF THE OWNER'S PROPERTY. PARCEL ACQUISITION IS RELATIVE TO FOUND MONUMENTATION AND/OR DEED PLOTTINGS. PROPERTY LINES ARE SUBJECT TO CHANGE UPON ACCURATE SURVEY OF THE ENTIRE TRACT. NO PROPERTY CORNERS REQUESTED.

40' 20' 0' 40' 80' 120'
GRAPHIC SCALE

GTS CONSULTANTS
Engineering and Surveying

FREDRICK L. VOSS

No.	Revision	Date
3	ADDED RIPARIAN LICENSE IMPACT	1-09-2015
2	ADDED 2ND DRIVEWAY AND FORMER BUILDING LOCATION	5-14-2014
1	ADJUSTED TCE, ADDRESSED COUNTY COMMENTS	2-29-2012

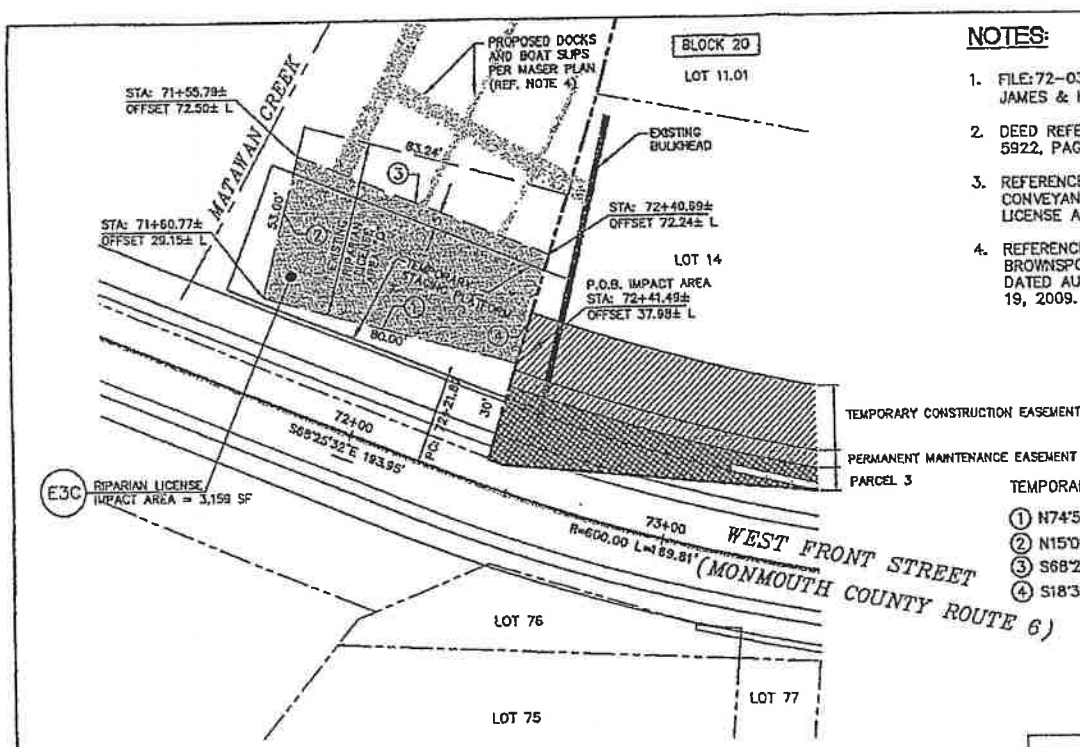
MONMOUTH COUNTY, NEW JERSEY

REPLACEMENT OF BRIDGE MA-14
MONMOUTH COUNTY ROUTE 6
OVER MATAWAN CREEK
TOWNSHIP OF ABERDEEN & BOROUGH OF KEYPORT
MONMOUTH COUNTY NEW JERSEY

INDIVIDUAL PROPERTY PARCEL MAP NO. 3

scale as noted date 1/30/12 drawn by SC checked by FLV

2 of 3



NOTES:

1. FILE:72-0339; 7 YEAR LICENSE; 6/1/2000; TO JAMES & KRISTIN MOORE; ANNUAL FEE $242.00
2. DEED REFERENCE: MONMOUTH COUNTY DEED BOOK 5922, PAGE 961, RECORDED APRIL 4, 2000.
3. REFERENCE MAP: NJDEP BUREAU OF TIDELANDS CONVEYANCE MAP, ATLAS SHEET No. 581-2124 LICENSE AREA (Q)
4. REFERENCE MAP: DOCK AND BULKHEAD PLAN FOR BROWNSPOINT MARINA, BY MASER CONSULTING, DATED AUGUST 4, 2008, LAST REVISED AUGUST 19, 2009.

TEMPORARY IMPACT TO LICENSE AREA = 3,159 SF

1	N74°58'33"W	80.00'
2	N15°01'27"E	43.63'
3	S68°25'32"E	82.63'
4	S18°31'23"W	34.27'

RECEIVED
[illegible] 2015
ENGINEERING DEPT

NOTE:
THIS IS NOT A SURVEY OF THE OWNER'S PROPERTY. PARCEL ACQUISITION IS RELATIVE TO FOUND MONUMENTATION AND/OR DEED PLOTTINGS. PROPERTY LINES ARE SUBJECT TO CHANGE UPON ACCURATE SURVEY OF THE ENTIRE TRACT. NO PROPERTY CORNERS REQUESTED.

30' 15' 0' 30' 60' 90'
GRAPHIC SCALE

GTS CONSULTANTS
Engineering and Surveying
3 Monmouth Avenue, Unit A-1
Freehold, New Jersey 07725
State of New Jersey Certificate of Authorization 24GA28021900
(732) 495-0700 Fax (732) 495-9837

FREDRICK L. VOSS
Real Jersey Professional Engineer and Land Surveyor
License No. 35717

No.	Revision	Date

MONMOUTH COUNTY, NEW JERSEY

REPLACEMENT OF BRIDGE MA-14
MONMOUTH COUNTY ROUTE 6
OVER MATAWAN CREEK
TOWNSHIP OF ABERDEEN & BOROUGH OF KEYPORT
MONMOUTH COUNTY NEW JERSEY

INDIVIDUAL PROPERTY PARCEL MAP NO. 3

3 of 3

scale as noted date 1/09/15 drawn by SC checked by FLV

Prepared by: _____

NJDEP File No.:1322-04-0001.2
Brown's Point Marina

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Restoration Site Area)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made this 12th day of June, 2017, by 357 West Front Street, LLC, its heirs, successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the property whose address is 357 West Front Street, Keyport, Borough/Township, County of Monmouth, State of New Jersey, hereinafter referred to as the "Grantor," in favor of and to the New Jersey Department of Environmental Protection, its successors and assigns, hereinafter referred to as the "Grantee":

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township/Borough of Keyport, County of Monmouth, New Jersey, designated as Lot(s) see *, Block(s) 20 on the official Tax Map of the Township/Borough of Keyport, County Clerk or Recorder's Deed Book Number 8418, Page Number 122, (hereinafter "the Property"); and 8423 8678

* 5, 6, 6.01, 9, 11.01, 13, 14 & 14.01

WHEREAS, the Grantor has executed an Administrative Consent Order (ACO) attached hereto as **Exhibit A**; and

WHEREAS, the ACO to the Grantor is conditioned upon the Grantor's recording of a Grantee approved Conservation Restriction/Easement , for the restoration site area (hereinafter the "Restricted Area" or "restoration site area") as shown on the approved plan(s), entitled Phase I and Phase II NJDEP ACO Restoration Plan, prepared by MidAtlantic Engineering Partners, dated 10/25/16, last revised date 06/13/17, attached hereto as **Exhibit B,** and more particularly described on a legal description (metes and bounds) of the Restricted Area, attached hereto as **Exhibit C**; and

WHEREAS, wetlands and transition areas play a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, wetland restoration site areas are a significant natural area and are an integral portion of a wetlands ecosystem; and

WHEREAS, the Grantor, having the authority to do so, intends to construct a wetlands restoration project, and

WHEREAS, the Grantee desires to preserve the wetland restoration site area in its enhanced state, so as to preserve and protect wetlands, transition areas, open waters, and resident

animal and plant species on the Restricted Area, including the air space and subsurface forever in its natural state; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of the natural resources, to promote environmental protection and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction/Easement in order to grant to the Grantee a Conservation Restriction/Easement on the Property to restrict subsequent development of the Restricted Area.

NOW THEREFORE, in consideration for the issuance of the Permit and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/Easement with respect to that portion of the Property as designated as the Restricted Area shown in **Exhibit B** and as described in **Exhibit C**.

2. Paragraphs 26 and 27 of this instrument shall only be considered by the Grantee in cases where the Grantee has determined in writing that the de minimis modifications are in the public interest pursuant to N.J.A.C. 7:7A-7.2(b)12.

3. Specifically, including but not limited to, the following activities shall not occur within the Restricted Area, with the exception of those activities that are specifically a construction or maintenance component of the mitigation plan approved as part of the DEP Permit, **Exhibit A**:

    a. Removal, excavation, or disturbance of the soil;

    b. Dumping or filling with any materials;

    c. Installation of structures;

    d. Placement of pavement or other impervious surface;

    e. There shall be no removal, destruction or cutting of trees or plants, planting of trees or plants, introduction of non-native animals and plants, grazing of domestic animals, or disturbance or change in the natural habitat in any manner, except as provided in par. 8 (c) below.

    f. The use of fertilizers, herbicides or pesticides that are not specifically approved under the wetlands mitigation plan;

g. Taking any action to alter the hydrology of the Restricted Area;

h. Any other activities, unless explicitly permitted as part of the Conservation Restriction/Easement;

i. All other activities constituting a regulated activity under the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq. or N.J.A.C. 7:7A-2.2 (a) and 2.2 (b), as amended ("Regulated activities in freshwater wetlands and State open waters"), and all other activities constituting a regulated activity under N.J.A.C. 7:7A- 2.6, as amended, ("Regulated activities in transition areas"); and

j. All other activities constituting a regulated activity under the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq. or N.J.A.C. 7:7-2.3(a), as amended.

4. The Restricted Area, including its air space and its subsurface, and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Restriction/Easement for the purpose of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

5. There shall be no other acts or uses detrimental to the preservation of the Restricted Area, including its air space and its subsurface in their natural state as a valuable component of a wetlands ecosystem.

6. The boundaries of the Restricted Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantee's choosing, and to the Grantee's satisfaction, no less than 30 days prior to commencement of site preparation. Examples include fence post, pipe in the ground, and survey markers.

7. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its heirs, successors and assigns, in perpetuity. The Grantor shall give notice of this deed restriction to all holders of any easements in the Restricted Area within 30 days of recording by the County Clerk.

8. It is the purpose of the Conservation Restriction/Easement to assure that the Restricted Area will be maintained as such and to prevent any disturbance or development to that portion of the Property. To carry out this purpose, the following rights are granted to Grantee by this Conservation Restriction/Easement:

a. Upon reasonable advance notice, to enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction/Easement; and

b. In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Restricted Area that is inconsistent with the purpose of this Conservation Restriction/Easement, and to enforce the restoration of such

areas or features of the Restricted Area that may be damaged by inconsistent activity or use.

c. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural and/or constructed habitats on the Restricted Area, and to manage them, if necessary, for their continued survival and quality on the Restricted Area. Such activities shall comply with the maintenance or monitoring obligations under the ACO.

9. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Restricted Area, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

10. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:

a. To enjoin and/or cure such Violation,

b. To enter upon the Restricted Area and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas affected by such Violation to the condition that existed prior thereto, or

c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.

11. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Restricted Area, the Grantee may pursue its remedies under paragraph 10 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee shall be entitled

to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

12. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this Conservation Restriction/Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.

13. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction/Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction/Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Restricted Area, provided it is in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9B-1 et seq.

15. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

357 West Front Street, LLC
c/o Clayton Perlman
357 West Front Street, LLC
Keyport, NJ 07735

In addition, any notice shall be addressed as follows:

To the Grantee/ Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
1510 Hooper Ave Suite 140

Toms River, New Jersey 08753
Attention: Manager, Coastal & Land Use Compliance & Enforcement
(732) 255-0787

16. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.

17. This instrument conveys no right of access by the general public to any portion of the Property.

18. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Restricted Area, including any required fencing of the Restricted Area, as stated or shown in **Exhibit A** and/or **Exhibit B**. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.

19. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction/Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, this Conservation Restriction shall run with the land and be binding on all heirs, successors and assigns.

20. Reserved.

21. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction/Easement shall require the prior written approval of the Grantee, its successor or assign.

22. This Conservation Restriction/Easement shall survive any merger of the fee and restriction interest in the Restricted Area.

23. In the event of a conflict between this Conservation Restriction/Easement and the approved plan(s) or ACO, **Exhibit B**, and specifications approved by the Grantee in writing pursuant to the ACO, **Exhibit A**, the former shall govern.

24. Taxes, Insurance.

    a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property and Restricted Area. Grantor shall keep the Property and Restricted Area free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

    b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Property and Restricted Area. If the Grantor becomes delinquent in payment of

said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Property and Restricted Area or to take such other actions as may be necessary to protect the Grantee's interest in the Restricted Area and to assure the continued enforceability of this Conservation Restriction/Easement.

25. Miscellaneous.

a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.

b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. This Conservation Restriction/Easement and the Permit along with the approved plans set forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in writing executed by the parties hereto.

d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be joint and several.

e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.

g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

h. This Conservation/Restriction shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which may otherwise serve to have the instrument construed in favor of, or against, either party as the drafter thereof.

i. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

26. The Grantor reserves unto itself the right to undertake de minimis modifications of the Restricted Area that are approved in advance and in writing by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:

a. The modification results in an increased level of protection of the regulated resource; or

b. The modification results in equivalent areas of resources protected; and

c. The modification does not compromise the original protected resource.

27. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:

a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents"); and

b. An Amended Conservation Restriction/Easement that reflects the modifications to the original Conservation Restriction/Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.

28. The Grantor shall record the documents listed in paragraph 27, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.

29. This Grant of Conservation Restriction/Easement may be removed pursuant to N.J.S.A. 13:8B-1 et seq.

30. Pursuant to N.J.A.C. 7:7A-15.14 (c) each owner of the Property is required to notify the county and/or municipality of the Conservation Restriction/Easement whenever any application for a local approval involving this Property is submitted.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Monmouth County Clerk.

357 West Front Street, LLC
c/o Clayton Perlman
357 West Front Street, LLC
Keyport, NJ 07735

(Grantor)

By: _____ (Signature names and title)

ATTEST: _____
, Secretary

(Seal)

STATE OF New Jersey
COUNTY OF Monmouth

Be it remembered that on this 12th day of June, 2017 before me, the subscriber, a Notary Public of New Jersey, personally appeared: Clayton Perlman, and he thereupon acknowledged that he signed the foregoing instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation*), and that said instrument is the voluntary act of deed of said person (*or corporation, made by virtue of authority from its Board of Directors*).

_____

A Notary Public of New Jersey

My Commission Expires: 02/25/2020

CHRISTINE BENINATO
Notary Public
State of New Jersey
My Commission Expires Feb 25, 2020

Attachments required: ACO
NJDEP Approved Plan
Legal Description of Restricted Area (Metes and Bounds)

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Coastal and Land Use Compliance and Enforcement
P.O. Box 420, 401 East State Street
Mail Code 401-04C
Trenton, New Jersey 08625-0420
Telephone No. (609) 292-1240
Fax No. (609) 633-6798

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

CERTIFIED MAIL/RR
7016 0910 0000 6832 3583

IN THE MATTER OF:

Clayton Perlman
357 West Front Street LLC
357 W Front Street
Keyport, New Jersey 07735

ADMINISTRATIVE CONSENT ORDER

NEA160001 - 1322-04-0001.2

The New Jersey Department of Environmental Protection ("Department" or "DEP") is authorized to enter into this Administrative Consent Order (ACO) pursuant to the authority vested in the Commissioner of the Department by N.J.S.A. 13:1D-1 et seq., and the Freshwater Wetlands Protection Act N.J.S.A. 13:9B-1 et seq. (the "FWPA") and the rules promulgated at N.J.A.C. 7:7A-1, the Waterfront Development Statutes, N.J.S.A. 12:5-1 et seq. (the "WD Statutes") and the rules promulgated at N.J.A.C. 7:7, the Riparian Lands Statutes, N.J.S.A. 12:3-1 et seq. (the "Tidelands Statutes"), The Wetlands Act of 1970 N.J.S.A. 13:9A-1 et seq. (the "CW Act") and rules promulgated at N.J.A.C. 7:7 and duly delegated to the Assistant Commissioner, Compliance and Enforcement and his assignees pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. Clayton Perlman and 357 West Front Street LLC, hereinafter Mr. Perlman, own the property located at 357 West Front Street, Keyport, New Jersey, Block 20, Lots 5, 6, 6.01 9, 11.01, 13, 14, and 14.01in Keyport Borough, Monmouth County hereinafter the "site". The site currently consists of a marina with associated docks, walkways, boat storage, and marina buildings.

2. On February 24, 2004, the Department's Bureau of Coastal & Land Use Compliance & Enforcement (CLUE) issued a Notice of Violation (2004 NOV) to the prior owner, Anne Kristin Moore, for the prohibited filling of mapped coastal wetlands on the site.

3. On March 2, 2004, a meeting was held at the DEP with Mr. Perlman who was the prospective purchaser of the site at the time. A letter was issued on May 18, 2004 to Ray Walker, Mr. Perlman's consultant, advising that the Department had determined that all fill material, measuring approximately 114,000 square feet, placed within mapped coastal wetlands on the site subsequent to 1978 must be removed and the impacted areas restored to wetland conditions. The Department requested that Mr. Perlman submit a restoration plan for review by CLUE.

4. On December 20, 2004, Mr. Perlman purchased the site from Anne Kristin Moore. The Department continued discussions for the next few years with Mr. Perlman to address the extent and restoration of the unauthorized coastal wetlands fill.

5. On August 29, 2007, Mr. Perlman applied for a freshwater wetland Letter of Interpretation (LOI) to delineate the extent of freshwater wetlands and transition areas on the site.

6. On February 13, 2008, the Division of Land Use Regulation (DLUR) issued the LOI. The wetland line that was submitted was determined to be accurate as shown on the submitted plan and depicted freshwater wetlands of exceptional resource value, requiring a 150 foot buffer, as well as intermediate resource value, requiring a 50 foot buffer. Mr. Perlman requested and was granted a hearing to appeal the terms of the LOI. On June 9, 2008, based on further information submitted, portions of the exceptional resource value buffer were reclassified to intermediate resource value requiring a 50 foot buffer to the freshwater wetlands.

7. On March 20, 2009, a restoration plan entitled, "Wetland Restoration Plan for Brown's Point Marina", dated October 6, 2008 and last revised March 12, 2009, was received by CLUE for review and approval and was determined to be acceptable for implementation at the time.

8. On June 16, 2009, the Department and Mr. Perlman signed an Administrative Consent Order (ACO) which required Mr. Perlman to complete the approved wetland restoration shown on the plan entitled "Wetland Restoration Plan for Brown's Point Marina" within one year from the issuance of a CAFRA permit for the site. If a CAFRA permit was not issued within 5 years or was denied, the ACO would become null and void. In addition, Mr. Perlman agreed to provide funding for a waterfront public access improvements in Keyport.

9. On October 8, 2009, DLUR issued a conditioned Waterfront Development Permit, WFD080001- 1322-04-0001.2, hereinafter the "2009 WFD Permit" to Mr. Perlman. This permit authorized the replacement of 488 linear feet of vinyl bulkhead, replacement of two existing docks with a 6 foot by 147 foot floating dock and a 6 foot by 68 foot floating dock, removal and reconstruction of an existing boat ramp, and dredging at the site subject to certain conditions.

10. On January 29, 2010, a Notice of Violation (NOV) was issued to Mr. Perlman for noncompliance with condition #s 3, 4, 10c, and 12 of the 2009 WFD Permit which included: failure to record the 2009 WFD Permit with the Monmouth County Clerk's office, failure to notify the Department in writing at least 7 days prior to commencement of the project, failure to obtain a Tidelands conveyance, and performing dredging operations during a timing restriction, respectively. The 2009 WFD Permit was later recorded with the County Clerk on March 19, 2010.

11. On May 27, 2010, CLUE issued a second NOV to Mr. Perlman for additional violations which included the excavation of coastal wetlands during the installation of the new vinyl bulkhead, placement of fill in coastal wetlands, construction of docks not in compliance with the 2009 WFD Permit, failure to obtain the required Tidelands conveyance, and continued dredging within a timing restriction.

12. On June 16, 2014, the June 16, 2009 ACO became null and void, as Mr. Perlman had not applied for or received a CAFRA permit as specified in the ACO.

13. On March 17, 2015, DLUR issued to Mr. Perlman a Waterfront Development and Freshwater Wetlands Permit # 1332-04-0001.2 WFD140001, FWW140001, hereinafter the "FWWWD Permit". The FWWWD permit authorized the legalization of a 6 foot by 85 foot dock, reconfiguration of six existing slips, construction of an 8 foot by 880 linear foot floating dock with eighteen 3 foot by 25 foot finger piers, ten 3 foot by 30 foot finger piers, a 48 foot breakwater, and a 32 foot dock/gangway to access a 103 foot linear fixed pier with a 199 foot gravel path to access 10 temporary parking spaces, as shown on the plans approved therein.

14. As a result of compliance evaluations conducted on July 7 and 22, 2015, the Department determined that Mr. Perlman failed to comply with applicable requirements at the site as listed below:

Violations of the FWWWD permit conditions:

Requirement: Pursuant to N.J.A.C. 7: 7- 8.3(b), failure to comply with the conditions of a Waterfront Development Permit shall constitute a violation. In addition, pursuant to N.J.A.C. 7: 7A-13.1(a), the permittee shall comply with all conditions of a permit issued pursuant to the Freshwater Wetlands Protection Act.

Description of Noncompliance: failure to comply with Special Conditions (SPC) #s 2, 3, 4, 5, and 13 of the FWWWD Permit and Standard Conditions (SC) #s 1 and 2.

a. SPC#2 – failure to obtain a permit from the US ARMY Corps of Engineers prior to construction. The FWWWD Permit states that the permit approval is not valid until a permit from the US ARMY Corps of Engineers (USACE) is obtained. A USACE permit was later obtained on July 13, 2015.

b. SPC#3 - requires that "prior to ANY construction activities, the permittee must receive approval of Tidelands license file # 1322-04-0001.2 TDL14001". Construction had commenced on site and no Tidelands license approval had been issued.

c. SPC#4 - requires that, " Within 90 days, and prior to construction, the applicant shall remove the 8 foot x 28 foot dock and the two 9 foot x 20 foot docks adjacent to the boat ramp." Construction commenced and the docks had not been removed.

d. SPC#5 - requires that "prior to construction, the applicant shall restore the area of filled coastal wetlands associated with the newly constructed vinyl bulkhead. Upon completion of the restoration work, the applicant shall coordinate with CLUE to confirm that the violation has been resolved." A site inspection conducted on July 7, 2015, found that construction had commenced on site, including construction of docks, yet the area of filled coastal wetlands had not been restored.

e. SPC#13 - requires that the disturbance to wetlands and buffers for the construction of the trail/boardwalk shall not exceed a total of 1,621 square feet. The boardwalk was approved to be a103 linear foot elevated fixed pier 4' high over wetlands with a 199 foot gravel path.
The boardwalk/trail was not constructed in compliance with the approved permit/plans. An approximately 125 foot x 6 foot boardwalk with gravel path had been constructed approximately 240 feet west of the approved location resulting in greater impacts to freshwater wetlands and buffers, measuring over 2,000 square feet. Impacts to coastal wetlands from this fixed pier are outlined below.

f. SC#1- requires "The permittee and its contractors and subcontractors shall comply with all conditions of this permit, authorizing and/or supporting documents and approved plans and drawings."

g. SC#2 - requires that "No change in plans or specifications upon which the permit is issued shall be made except with the prior written permission of the Department." Clearing, filling and construction activities have occurred on the site that are not authorized via any Land Use permit.

Coastal Wetlands

h. Requirement: Pursuant to N.J.A.C. 7: 7- 2.3(a), a coastal wetland permit is required for all activities in coastal wetlands delineated and mapped pursuant to the Wetlands Act of 1970.

Description of Noncompliance: the performance of unauthorized regulated activities within a coastal wetland. More specifically, the regulated activities involve the clearing, disturbance, and removal of approximately 2,400

square feet of coastal wetlands vegetation associated with the unauthorized construction of the 6 foot x 125 foot fixed pier/walkway.

Freshwater Wetlands

i. Requirement: Pursuant to N.J.A.C. 7: 7A- 2.6(a), the removal, excavation or disturbance of the soil; dumping or filling with any material; erection of structures; placement of pavements; destruction of plant life which would alter the existing pattern of vegetation; and placement of any portion of a residential development project as defined at N.J.A.C. 7:7A-1.4 within a freshwater wetland transition area are regulated activities which require prior permit approval from the Department.

Description of Noncompliance: the performance of unauthorized regulated activities within a freshwater wetland buffer. More specifically, the regulated activities involve the cutting and clearing of an area approximately 30 foot x 40 foot (1,200 sq. ft.) of exceptional resource value freshwater wetlands transition area as well as an area approximately 100 foot x 10 foot (1,000 sq. ft.) of intermediate resource value freshwater wetlands transition area to expand parking/boat storage areas on the site without Department approval. This area of more recent disturbance is located within/adjacent to the area of historic coastal wetland fill referenced in paragraph 2.

Waterfront Development

j. Requirement: Pursuant to N.J.A.C. 7: 7- 2.4, any development activity as described in N.J.A.C. 7:7-2.4 undertaken within the waterfront area at or below the mean high waterline will require a waterfront development permit.

Description of Noncompliance: the performance of unauthorized development activities within a regulated waterfront area. More specifically, the activities involve the installation of unauthorized structures including: a 6 foot x 20 foot floating dock perpendicular to the approved floating dock system, a jet ski dock measuring approximately 6 foot x12 foot and a second floating dock measuring approximately 8 foot x 20 foot attached to the approved floating docks to the west of this location on the south side.

15. On September 15, 2015, CLUE issued a Notice of Violation (2015 NOV) to Mr. Perlman for the above violations. The 2015 NOV was received on September 24, 2015.

16. On December 3, 2015, CLUE staff met on site with Mr. Perlman's consultant, Michael Weseloski of MidAtlantic Engineering, to review the violations and discuss a resolution. A restoration plan entitled, "Coastal Wetlands Restoration Plan Block 20; Lots 5, 6, 6.01, 9, 11.01, 13, 14, & 14.01, Brown's Point Marina Bulkhead Area situated in Borough of Keyport, Monmouth County, New Jersey" dated 9/8/15 by MidAtlantic Engineering was approved at that time for the restoration of the coastal wetlands adjacent to the bulkhead cited in paragraph 14d and an area containing historic debris placed behind a boat rack as described in the approved plan. This restoration is to be completed by September 30, 2016.

17. On January 12, 2016, CLUE staff met with Mr. Perlman and his consultants, Louis Zuegner and Michael Weselowski of MidAtlantic Engineering, to discuss the resolution of all violations via an ACO. It was agreed that a restoration plan would be submitted to restore the area of coastal wetlands disturbance adjacent to the unauthorized 6 foot x 125 foot boardwalk, referenced in paragraph 14h. Mr. Perlman agreed to submit the appropriate permit applications to legalize additional structures constructed without the required NJDEP Land Use permits. In addition, a new restoration plan would be submitted to CLUE for review and approval to restore the remaining wetlands and transition areas on site which were filled by the prior owner and cited in the 2004 NOV, see paragraphs 2 thru 4, and 7 above.

18. On January 22, 2016, MidAtlantic Engineering submitted a restoration plan for the disturbed area adjacent to the 6 foot x 125 foot boardwalk area for review and approval. A restoration plan entitled," Coastal Wetlands Restoration Plan

Block 20; Lots 5,6,6.01,9,11.01,13,14, & 14.01 Brown's Point Elevated Pier Area situated in Borough of Keyport, Monmouth County, New Jersey" dated 1/22/16 by MidAtlantic Engineering was subsequently approved for implementation and completion not later than September 30, 2016.

19. The Signatories wish to resolve this matter without further adjudication and therefore have entered into this ACO to settle the violations referenced in the above Findings without admission of fault or liability according to the terms set forth herein.

COMPLIANCE REQUIREMENTS AND SCHEDULE
NOW THERFORE IT IS HEREBY ORDERED AND AGREED THAT MR. PERLMAN SHALL:

20. Within 45 days of this document becoming final pursuant to the Public Participation Process described below, submit the appropriate completed Waterfront Development, Coastal Wetlands, and Freshwater Wetlands permit applications and Tidelands license permit application, hereinafter "applications" to the Department's Division of Land Use Regulation (DLUR), with a copy sent to CLUE, to attempt to legalize the violations cited in paragraph 14 b, e, f, g, and j above.

21. By September 30, 2016, implement and complete the restoration of the coastal wetlands in compliance with the 2 approved restoration plans noted in paragraphs 16 and 18 above.

22. Within 45 days of this document becoming final, submit to CLUE for approval a revised version of the restoration plan entitled "Wetland Restoration Plan for Brown's Marina", referenced in paragraph 7. Revisions must address the restoration of wetland and transition area impacts cited in paragraph 14i and include the following:

    a. Removal of all unauthorized fill material and structures, and restoration of all disturbed areas to pre-disturbance grades; as well as removal and restoration of the 10 temporary parking spots authorized by Permit # 1322-04-0001.2 WFD140001.

    b. A description of how the disturbed area will be re-graded to re-establish pre-disturbance topography and hydrology;

    c. A stabilization plan prepared in accordance with the "Standards for Soil Erosion and Sediment Control (SESC) in New Jersey", and such plan submitted, upon CLUE approval, to the Freehold Soil Conservation District for review and approval.

    d. A planting plan that includes a list of all indigenous plant species (use of non-native species is prohibited) intended to recreate the pre-existing vegetation type including the pattern and spacing of these plantings;

    e. A time schedule for implementation and completion of the restoration work, to be completed in 2 phases to be shown on the plan with the 15,000 square foot area adjacent to the exceptional resource value wetlands to be restored no later than April 30, 2017 and the remaining area to be restored by September 30, 2017, these dates contingent upon SESC approval;

    f. Note that the restoration plan must insure 85% survival and 85% vegetative coverage of the plantings after 3 complete growing seasons. Should the restoration plan, as implemented, fail to achieve this, the Bureau may require corrective actions.

23. Should the CLUE determine that any portion of the applications and/or the restoration proposal submitted is inadequate or incomplete, CLUE shall provide Mr. Perlman with written comments as to the deficiencies.

24. Within 30 days of receipt of CLUE's comments, if any, on the applications and/or proposal, Mr. Perlman shall conform to the CLUE's comments and submit the revised applications and /or proposal to CLUE. The determination as to whether or not the revised applications and/or proposal, as resubmitted, conform to CLUE's comments shall be made solely by the CLUE.

25. The results of an application review may be approval, partial approval or denial. Mr. Perlman shall comply with all issued permits and/or approvals and all conditions therein. If the application process results in partial approval or denial, within 30 days of a partial approval and/or denial, Mr. Perlman shall submit a restoration proposal to CLUE in accordance with the procedure outlined in the preceding paragraphs for the full restoration of all regulated activities not approved under a permit.

26. Upon CLUE approval, Mr. Perlman shall implement the approved restoration plans in accordance with the approved time schedules.

27. Within 45 calendar days of this document becoming final pursuant to the Public Participation Process described below, Mr. Perlman shall submit a draft conservation restriction, using the Department's template (Exhibit A), to CLUE for review and approval. The conservation restriction shall preserve in perpetuity the entire restoration area required pursuant to paragraph 22 above.

28. Should revisions or corrections to the draft conservation restriction be required, CLUE will provide Mr. Perlman with comments. Within 30 calendar days of receipt of CLUE's comments, Mr. Perlman shall submit a revised conservation restriction that incorporates CLUE's comments.

29. Within 20 calendar days of receipt of CLUE's approval of the draft conservation restriction, Mr. Perlman shall file the conservation restriction with the County Clerk's Office for recording onto the property deed.

30. Mr. Perlman shall submit to CLUE proof of the recording by the County Clerk within 20 calendars days of the County Clerk's filing.

PENALTY SETTLEMENT

31. In settlement of the violations identified in the Findings of this ACO, Mr. Perlman, his successors and/or assigns, shall pay the sum of $ 35,500.00 to the Department in accordance with the payment schedule set forth in the Installment Plan attached hereto as Exhibit B. Payments shall be made by certified check payable to the Treasurer, State of New Jersey, and shall be sent with the appropriate invoice to the Department of Treasury, at the address indicated on the invoice.

32. If Mr. Perlman fails to pay the above penalty in accordance with the terms and conditions of this ACO, then the Department may take additional enforcement action as appropriate.

STIPULATED PENALTIES

33. Stipulated penalties shall be paid to the Department as set forth below for the failure to comply with any requirement of this ACO, unless the Department has notified Mr. Perlman in writing that a stipulated penalty will not be assessed for the violations pursuant to the force majeure provisions of this ACO. Each deadline or schedule not complied with shall be considered a separate violation. Payment of stipulated penalties shall be made according to the following schedule.

Calendar Days After Due Date	Stipulated Penalties
1 - 7	$100.00 per calendar day
8 - 14	$200.00 per calendar day

15 – over	$500.00 per calendar day

34. Any such penalty for failure to comply with this ACO shall be due and payable thirty (30) calendar days following receipt of a written demand from the Department. Payment of stipulated penalties shall be made by a cashier's or certified check payable to the "Treasurer, State of New Jersey" and shall be submitted to the address on the enclosed payment invoice provided in the demand letter.

35. For the failure to timely pay stipulated penalties pursuant to the preceding paragraphs, the Department may take action to collect same, including, but not limited to, instituting civil proceedings to collect such penalties pursuant to R. 4:67 and R. 4:70 or assess civil administrative penalties for violations of this ACO.

36. The payment of stipulated penalties does not alter the responsibility to complete all the requirements of this ACO.

FORCE MAJEURE

37. If any event occurs which is believed will or may cause delay in the achievement of any provision of this ACO, the Department shall be notified in writing to the contact address below within seven (7) calendar days of the delay or anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize or prevent the delay, and the time required to take any such measure to prevent or minimize any such delay. All necessary actions shall be taken to prevent or minimize any such delay.

38. If the Department finds (a) that the notice requirements of the preceding paragraph have been fully complied with and; (b) that any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Mr. Perlman; and (c) that all necessary actions to prevent or minimize the delay have been taken, the Department shall extend the time for performance hereunder for a period no longer than the delay resulting from such circumstances. If the Department determines that the above notice requirements of the preceding paragraph have not been complied with, the event causing the delay is not beyond the control of Mr. Perlman, or that all necessary actions to prevent or minimize the delay have not been taken, failure to comply with the provisions of this ACO shall constitute a violation of the requirements of the ACO. The burden of proving that any delay is caused by circumstances beyond the control of Mr. Perlman, that all necessary actions were taken to prevent or minimize the delay, and the length of any such delay attributed to those circumstances, shall rest with Mr. Perlman. Increase in the cost or expenses incurred in fulfilling the requirements of this ACO shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Force majeure shall not automatically include contractor's breach.

RESERVATION OF RIGHTS

39. The Department reserves the right to require that any and all additional measures should the Department determine that such measures are necessary to protect human health and/or the environment. Nothing in this ACO constitutes a waiver of any statutory right or enforcement powers of the Department to require such additional measures, should the Department determine that they are necessary, nor a waiver of any defenses thereto.

40. The Department reserves the right to unilaterally terminate this ACO in the event its terms are violated. However, before the Department terminates this ACO pursuant to this paragraph, the Department will provide notice in writing of its obligations, and shall provide reasonable time under the circumstances as determined by the Department, but not to exceed thirty (30) calendar days, to perform said obligations.

DEPARTMENT CONTACT

41. All submissions of information required by this ACO (except payment of penalty) shall be mailed to:

Bureau of Coastal and Land Use Compliance and Enforcement
Toms River Office
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753
Telephone: (732) 255-0787 Fax: (732) 255-0877

PUBLIC PARTICIPATION PROCESS

42. Pursuant to N.J.S.A. 13:9B-21 and N.J.A.C. 7:7A-16.19(a)3, notice of this ACO shall be published in the DEP Bulletin and will be subject to a thirty (30) day public comment period. Notice of this settlement will be published following signature by all parties.

    a. If there are no changes to the settlement pursuant to this public participation process, then the ACO shall become final the day upon written receipt of Final ACO;

    b. If DEP proposes to make changes pursuant to this public participation process and changes are agreed to, then this ACO, as modified in writing shall become final upon signature by the parties;

    c. If DEP proposes to make material changes to this ACO pursuant to the public participation process and such changes are not agreed to within a reasonable period of time, not to exceed thirty (30) days thereafter, this ACO shall become null and void.

GENERAL PROVISIONS

43. This ACO and compliance therewith represents the full and final settlement and resolution of the matters identified in the underlying above NOV(s).

44. This ACO represents the complete and integrated agreement of, and shall be binding upon, and/or inure to the benefit of, the State of New Jersey, the Department, and their divisions, agencies and respective successors, and the Signatory (ies) and its respective agents, successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.

45. This ACO shall not relieve Mr. Perlman from obtaining and complying with all applicable federal, state and local permits as well as all applicable statutes, codes, rule, regulations and orders, including but not limited to the statutes and regulations cited herein.

46. The Signatories agree not to contest the terms or conditions of this ACO in any action to enforce its provisions.

47. No obligations of this ACO or penalties imposed by this ACO are intended to constitute a debt or debts that may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.

48. Nothing in this ACO shall preclude the Department from taking immediate action or seeking injunctive relief to protect the public health safety or welfare or from taking enforcement action for matters not set forth in the Findings referenced in this ACO.

49. This ACO shall be binding, jointly and severally, on the Signatories, their respective agents, successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or in equity.

50. The Signatories hereby agree to comply with this ACO, which shall be fully enforceable as a final agency order in the Superior Court of New Jersey.

51. In addition to the Department's statutory and regulatory rights to enter and inspect, the Department and its authorized representatives shall be allowed unannounced access to all areas of the site at all reasonable times for the purpose of monitoring compliance with this ACO or other access as permitted by law.

52. If any provision of this ACO is found to be invalid or unenforceable, the remainder of this Administrative Consent Order shall not be affected thereby and each provision of this Administrative Consent Order shall be valid and enforced to the fullest extent permitted by law. The Department does however retain the right to terminate the remainder of this ACO if after such finding, it determines that the remaining ACO does not serve the purpose for which it was intended.

53. No modification or waiver of this ACO shall be valid except as authorized by the Department or by the Department's modification in writing pursuant to the force majeure provisions herein above.

54. Nothing contained in this ACO restricts the ability of the Department to raise the above Findings in any other proceeding.

55. This ACO shall be governed and interpreted under the laws of the State of New Jersey.

56. This ACO shall become final upon signature of both parties and completion of the Public Participation Process identified herein.

57. The undersigned warrant that they are authorized to sign this ACO and bind themselves, their successors, assignees, and/or trustees to comply with the terms and provisions of this ACO.

58. Written notice of this ACO shall be given to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the facility or site which is /are the subject of this ACO and shall simultaneously notify the Department that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of owner ship or control of the site, property or facility identified herein. In addition, the parties agree that any contract, lease, deed or any other agreement that enters into to convey the property/facility that is the subject of this ACO shall include a provision which states that the successor, assignee, tenant or purchaser has agreed to assume all the obligations imposed by this ACO.

59. Each and every reference to Clayton Perlman or Mr. Perlman means solely in his role on behalf of Perlman Properties, LLC which is the managing member of 357 West Front Street, LLC.

FOR NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION:

WITNESS: _____

BY: Elizabeth Drago
Lawrence J. Baier, Bureau Chief Elizabeth Drago
Coastal and Land Use Compliance and Enforcement

DATE: 12/6/16

STATE OF NEW JERSEY)
) SS.
COUNTY OF MONMOUTH)

I CERTIFY that on OCTOBER 28TH, 2016 CLAYTON PERLMAN personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) Is named in and personally signed the attached document;
And
(b) Signed, sealed and delivered this document as his or her act and deed for the uses and purposes therein expressed.

Samuel H. Snyder Jr.
Notary Public

SAMUEL H. SNYDER JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/18/2020

FOR 357 West Front Street LLC:

WITNESS: Eva Perlman

BY: _____
Clayton Perlman, on behalf of managing member
357 West Front Street LLC Perlman Properties, LLC
DATE: _____

STATE OF NEW JERSEY)
) SS.
COUNTY OF Mercer)

I CERTIFY that on December 6, 2016 Elizabeth Drago personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(c) Is named in and personally signed the attached document;
And
(d) Signed, sealed and delivered this document as his or her act and deed for the uses and purposes therein expressed.

BEVERLY J. SCALAMERE
Commission # 2201136
Notary Public, State of New Jersey
My Commission Expires
May 24, 2017

Notary Public

EXHIBIT B - PAYMENT PLAN

Installment (Payment)	Payment Due Date	Base Payment ($)	Interest Accrued ($)	Total Payment Due	Balance Due on Payment Date
1	January 2, 2017	$2,500.00	0.00	$2,500.00	$33,000.00
2	April 2, 2017	$4,125.00	$185.63	$4,310.63	$28,875.00
3	July 2, 2017	$4,125.00	$162.42	$4287.42	$24,750.00
4	October 2, 2017	$4,125.00	$139.22	$4264.22	$20,625.00
5	January 2, 2018	$4,125.00	$116.02	$4241.02	$16,500.00
6	April 2, 2018	$4,125.00	$92.81	$4217.81	$12,375.00
7	July 2, 2018	$4,125.00	$69.61	$4194.61	$ 8,250.00
8	October 2, 2018	$4,125.00	$46.41	$4171.41	$4,125.00
9	January 2, 2019	$4,125.00	$23.20	$4148.20	
			Total $835.31	$36,335.31	

Anticipating an initial payment due day will be (30-Days after the final date of the ACO and Completion of DEP Bulletin), interest shall begin to accrue on the remainder of the $35,500.00 penalty settlement on that date. As you can see, the base payment is $2,500.00, without the addition of accrued interest until 90 days after first payment. All base payments thereafter shall be $4,125.00 paid quarterly, for 8 additional payments. The total accrual of interest is $835.31 at 2.25%. This Installment Plan has been calculated with the assumption of 2 years (24 months) or 9 payments on the above agreed dates. Please note that interest start to accrue after 90 days or 1st installment.

FOR NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

WITNESS: _____

BY: _____
Elizabeth Dragon, Bureau Chief
Coastal and Land Use Compliance and Enforcement

DATE: 12/6/16

STATE OF NEW JERSEY)
) SS.
COUNTY OF Mercer)

I CERTIFY that on December 6, 2016 Elizabeth Dragon personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(e) Is named in and personally signed the attached document;
And
(f) Signed, sealed and delivered this document as his or her act and deed for the uses and purposes therein expressed.

BEVERLY J. SCALAMERE
Commission # 2201136
Notary Public, State of New Jersey
My Commission Expires
May 24, 2017

_____
Notary Public

JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS

KENNETH L. PAPE

STACEY CITRON

PETER H. KLOUSER

JEFFREY R. CHANG

OF COUNSEL
STEVEN KROPF

HEILBRUNN PAPE

COUNSELLORS AT LAW

516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535

PHONE: 732-679-8844
FAX: 732-679-6554

www.hpnjlaw.com

March 3, 2020

HAND DELIVERED

Phyllis Harrington
Principal Planning Aide
Monmouth County Planning Board
Hall of Records Annex
One East Main Street
Freehold, NJ 07728

RE: 357 West Front Street, LLC
Block 20, Lots 9, 11.01, 13, 14, & 14.01
Keyport, NJ

Ms. Harrington:

Please be advised that our office represents 357 West Front Street, LLC, the owner and applicant in the above captioned matter. Our office has made application to the Borough of Keyport Unified Planning Board for Preliminary and Final Site Plan Approval. In furtherance of same, I deliver herewith:

1. Original and two (2) copies of the Site Plan Application form;

2. Three (3) copies of the Preliminary and Final Site Plans prepared by Louis L. Zuegner, IV, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020 consisting of ten (10) sheets;

3. Three (3) copies of the Stormwater Management Narrative prepared by Michael V. Weselowski, P.E. of MidAtlantic Engineering Partners, LLC dated February 20, 2020;

4. Three (3) copies of the Boundary and Topographic Survey prepared by Suzanne E. Warren, P.L.S. of MidAtlantic Engineering Partners, LLC dated December 16, 2011; and

5. A check in the amount of $980.00 made payable to Treasurer – Monmouth County (representing the County application fee).

Please advise if anything further is required from our office in order to certify this application complete. Thank you in advance for your assistance and courtesies in this matter.

Very truly yours,

KENNETH L. PAPE
For the Firm

Enc.
cc: 357 West Front Street, LLC

MONMOUTH COUNTY PLANNING BOARD

HALL OF RECORDS ANNEX
ONE EAST MAIN STREET
FREEHOLD, NEW JERSEY 07728-1255
Phone, 732.431.7460 Fax, 732.409.7540
Web Site: www.visitmonmouth.com

FILE NUMBER _____

SITE PLAN APPLICATION FORM

Municipality: Keyport
Applicant: 357 West Front Street, LLC
Address: 357 West Front Street
Keyport, NJ 07735
Telephone: 732-291-3222
Owner (if other than applicant): SAME AS ABOVE
Address: _____

Project Name: Brown's Point Marina
Name of Person and Firm preparing plan: Louis L. Zuegner IV, P.E. — MidAtlantic Engineering Partners, LLC
Address: 5 Commerce Way, Hamilton, New Jersey 08691
Telephone: 609-910-4450
Attorney: Kenneth L. Pape
Address: 516 Highway 33
Millstone, NJ 08535
Telephone: 732-679-8844

Indicate which Municipal Agency that plans have been filed with:

☒ Planning Board ☐ Board of Adjustment ☐ Construction Official ☐ Other

Tax Map: Block(s) 20 Lot(s) 9, 11.01, 13, 14 & 14.01

Location: (Road, intersecting roads, between what roads?) West Front Street - County Route 6

Site Plan Address: 357 West Front Street

Zone GMC Existing use Marina Proposed use Marina

Area of tract 86,863.4 SF If residential, indicate number of dwelling units N/A Gross density N/A

Area of building (square feet): Existing _____ Proposed _____ Total _____

Number of buildings 1 Area of each 5,500

Number of parking spaces: Existing _____ Proposed _____ Total SEE ATTACHED SCHEDULE A

Impervious Area: Existing _____ Proposed _____ Total SEE ATTACHED SCHEDULE A

Number of employees: Existing TBD Proposed TBD Total TBD

Hours of operation: Starting time TBD Quitting time TBD

Signature of applicant or agent _____ Date _____
357 W. Front Street, LLC
BY: Clay Perlman, Managing Member

The review period will not commence until the proper fee, three (3) sets of sealed plans (two [2] if not on county road) and a completed Monmouth County Development Review Checklist for applications on county roads, are received.

Checks or Money Orders shall be made payable to the County of Monmouth. Cash will not be accepted.

State, county and municipal governments and quasi-governmental entities are exempt from the payment of application fees and inspection fees.

Do Not Write Below This Line

☐ REVIEW FEE PAID Amount _____ Date Received _____

Received By _____

SCHEDULE A

PROJECT NAME: Brown's Point Marina	ZONE: GMC
Existing & Proposed Permitted Uses	Existing: Marina Proposed: Marina

Lots 9, 11.01, 13, 14, 14.01 (Proposed Lot 15.01)				
	Required	Existing[1]	Proposed[1]	Complies
Minimum Lot Area	10,000 SF	86,863.4 SF 1.99 Acres	No change	YES
Minimum Lot Width (Measured along minimum setback line)	100 Feet	405.2	No change	YES
Minimum Front Yard Setback	20 Feet	18.6 Feet[2]	56.1 Feet	YES
Minimum One Side Yard Setback	6 Feet	3.3 Feet[2,3]	7.0 Feet	YES
Minimum Both Side Yards Setback	16 Feet	324.0 Feet	204.0 Feet	YES
Minimum Rear Yard Setback	20 Feet	122.9 Feet	52.3 Feet	YES
Max. Height (stories/Feet)	3 Stories/35 Feet	2 Stories	2 Stories	YES
Max % Building Coverage	35%	4.4%	6.5%	YES
Max. Impervious Coverage	90%	78.0%	79.6%	YES

1. Relative to Proposed Lot 15.01, unless otherwise noted.
2. Existing non-conformity relative to maintenance garage to be removed.
3. Existing side yard setback to Lots 11 & 12.01

JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS
KENNETH L. PAPE
PETER H. KLOUSER
CHIARA R. MANCINI
JARED M. PAPE
OF COUNSEL
STEVEN KROPF

HEILBRUNN PAPE

COUNSELLORS AT LAW

516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535

PHONE: 732-679-8844
FAX: 732-679-6554

www.hpnjlaw.com

March 3, 2020

VIA E-MAIL
Keri R. Stencel, C.T.C.
70 West Front St., 2nd Fl.
Keyport, NJ 07735

RE: 357 West Front Street, LLC
Block 20, Lots 9, 11.01, 13, 14, & 14.01
Keyport, NJ

Dear Ms. Stencel:

Please be advised that the undersigned represents 357 West Front Street, LLC, the owner of the above captioned property. 357 West Front Street, LLC recently applied to the Unified Planning Board for Preliminary and Final Site Plan approval.

Enclosed please find a Tax Payment Certification to be completed by your office.

Would you so kindly complete same?

Very Truly Yours,

KENNETH L. PAPE
FOR THE FIRM

cc: 357 West Front Street, LLC, Attn: Roger Miller (via e-mail: rmiller@millergp.com)
357 West Front Street, LLC, Attn: Clay Perlman (via e-mail: ckp783@gmail.com)

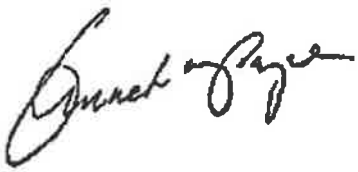
Sally Romanelli

From: Sally Romanelli
Sent: Tuesday, March 03, 2020 8:47 AM
To: Kstencel@keyportonline.com
Cc: Chiara Mancini; ckp783@gmail.com
Subject: 357 West Front Street, LLC, Block 20, Lots 9, 11.01, 13, 14 & 14.01, Keyport, NJ (Letter to Ms. Stencel 3-3-2020)
Attachments: 2683_001.pdf

Tracking:

Recipient	Delivery
Kstencel@keyportonline.com	
Chiara Mancini	Delivered: 3/3/2020 8:47 AM
ckp783@gmail.com	

Very truly yours,



For the Firm
Kenneth L. Pape
Partner | Heilbrunn Pape
516 State Route 33, Millstone NJ 08535
732.679.8844 | kpape@hpnjlaw.com

HEILBRUNN PAPE

KLP:sr

From: scanner@hpnjlaw.com <scanner@hpnjlaw.com>
Sent: Tuesday, March 03, 2020 9:43 AM
To: Sally Romanelli <SRomanelli@hpnjlaw.com>
Subject: Attached Image

FORM #5

TAX PAYMENT CERTIFICATION

Pursuant to the New Jersey State Law, Chapter 174 of 1987, N.J.S.A. 40:55D-39e and N.J.S. 40:55D 65h, an applicant may be required to furnish proof that no taxes or assessments of local improvements are due or delinquent on the property for which any relief is being sought through the Unified Planning Board of the Borough of Keyport. An applicant must complete Section I of this form and request the Keyport Borough Tax Office to complete Section II which verifies that no taxes or assessments are due. When completed, the applicant should attach this form to the originally signed application that is to be submitted to the Board secretary.

SECTION I (To be completed by applicant):

I 357 West Front Street, LLC residing at 357 West Front Street _____ and making an application for the following relief before the Unified Planning Board of the Borough of Keyport: Preliminary and Final Site Plan Approval

Regarding property known as Block 20 Lot(s) 9, 11.01, 13, 14 & 14.01 on the Tax Map of the Borough of Keyport, located at: 357 West Front Street, whose owner of the record is 357 West Front Street, LLC, who resides at 357 West Front Street, Keyport, NJ. I request the Tax Collector of the Borough of Keyport to determine if all taxes and/or assessments are paid on the property that is the subject of my application.

DATE OF REQUEST: _____

357 West Front Street, LLC

_____

(Applicant's Signature)

BY: Clay Perlman, Managing Member

SECTION II (To be completed by the Keyport Borough Tax Collector)

I certify that:

_____ All taxes are paid up-to-date on the above referenced property

_____ All assessments due have been paid

_____ The following are delinquent and past due: _____

Date: _____ (Tax Collector)_____

JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS
KENNETH L. PAPE
STACEY CITRON
PETER H. KLOUSER
JEFFREY R. CHANG
OF COUNSEL
STEVEN KROPF

HEILBRUNN PAPE

COUNSELLORS AT LAW

516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535

PHONE: 732-679-8844
FAX: 732-679-6554

www.hpnjlaw.com

March 3, 2020

VIA HAND DELIVERY

Ms. Denise Nellis
Planning Board Recording Secretary
Borough of Keyport
70 West Front St., 2nd Fl.
Keyport, NJ 07735

RE: 357 West Front Street, LLC
Block 20, Lots 9, 11.01, 13, 14, & 14.01
Keyport, NJ
DISCLOSURE OF OWNERSHIP INTEREST

Dear Ms. Nellis:

Please be advised that the undersigned represents 357 West Front Street, LLC, the owner and applicant in the above captioned matter.

Please be advised that Clay Perlman is the sole person having a ten percent (10%) or greater interest in the limited liability corporation, 357 West Front Street, LLC.

Very truly yours,

KENNETH L. PAPE
For the Firm

cc: 357 West Front Street, LLC, Attn: Roger Miller (via e-mail: rmiller@millergp.com)
357 West Front Street, LLC, Attn: Clay Perlman (via e-mail: ckp783@gmail.com)

Borough of Keyport

June 21, 2019

Kenneth Pape

516 Highway 33

Millstone Township, NJ 08535

Re: Block 20

Lots 1,2,3,5,6,6.01,7,9,11.01,13,14 & 14.01

Dear Mr. Pape,

Attached please find a list of owners with mailing addresses located within 200 ft of the above referenced block and lots located in the Borough of Keyport, as it appears in the 2019 year tax list.

Please note that the Keyport Borough Planning Board also requires that you notify all appropriate utility companies as well. A list of those companies and their addresses are enclosed.

If this office can be of further assistance, do not hesitate to call.

Yours Truly,

Michael Delre, CTA, CTC, CMFO

#148

O W N E R & A D D R E S S R E P O R T

KEYPORT

06/21/19 Page 1

20
1,2,3,5,6,6.01,7,9,11.01,13,14,14.01

BLOCK	LOT	QUAL	CLA	PROPERTY OWNER	PROPERTY LOCATION	Add'l Lots
9	1		4A	DANIEWICZ, RONALD & SHIRLEY 42 WASHINGTON ST. KEYPORT, NJ 07735	W FRONT ST & WASHNGTN	
9	2		2	DANIEWICZ, RONALD & SHIRLEY 42 WASHINGTON ST KEYPORT, N J 07735	42 WASHINGTON	
9	3		2	THOMSON, KENNETH & RENEE 44 WASHINGTON STREET KEYPORT, NJ 07735	44 WASHINGTON	
9	4		2	TREMAINE, IAN & GINA 48 WASHINGTON KEYPORT, NJ 07735	48 WASHINGTON	
9	7		15C	MONMOUTH COUNTY 1 E MAIN ST-HALL OF REC FREEHOLD, NJ 07728	W FRONT STREET	
9	74		4A	VESTRI CORP PO BOX 455 KEYPORT, NJ 07735	350 W FRONT ST	L75,76 77 78
19	1		2	ASSENZA, LOREN K.& LAWRENCE A. 39 WYNCREST RD MARLBORO, NJ 07746	24 NORTH WEST FIRST ST	
19	2		2	GRASSO, LAURA J. 17 NORTH WEST FIRST ST KEYPORT, NJ 07735	17 NORTH WEST FIRST ST	
19	3		2	CAVALLO, MARK AND MAUREEN 15 N W FIRST ST KEYPORT, N J 07735	15 NORTH WEST FIRST ST	
19	4		2	GERARD, MARTIN R. 30 BROADWAY KEYPORT, NJ 07735	30 BROADWAY	
19	5		2	VECCHIO, NICHOLAS D & ULLMANN, MELI 36 BROADWAY KEYPORT, NJ 07735	36 BROADWAY	
19	6		2	DENORICA, ALBERT M & PATRICIA 18 CHESAPEAKE DR HOLMDEL, NJ 07733	38-40 BROADWAY	
19	7		4A	AVERSA, AUGUSTINE P & AGNES 18 BLVD E. CLIFFWOOD BEACH, N.J. 07735	227 & 229 WEST FRONT ST	
19	8		2	RICHTMYER, PAUL A 233 W. FRONT ST KEYPORT, NJ 07735	233 W FRONT	
19	9		2	SIEMIENTKOWSKI, MATTHEW & DOLAN,J 157 BROAD STREET EATONTOWN, NJ 07724	37 WASHINGTON	
19	10		2	SMITH, RYAN 31 WASHINGTON ST KEYPORT, NJ 07735	31 WASHINGTON	
19	11		2	TRIANO, ANTHONY & DEBRA 126 WINTERGREEN CIRCLE GREENTOWN, PA 18426	29 WASHINGTON	
20	1		2	MARINERS VILLAGE AT KEYPORT, LLC 2601 BISCAYNE BLVD MIAMI, FL 33137	20 NORTH WEST FIRST ST	
20	2		2	MARINERS VILLAGE @ KEYPORT, LLC 2601 BISCAYNE BLVD MIAMI, FLORIDA 33137	18 NORTH WEST FIRST ST	

O W N E R & A D D R E S S R E P O R T

KEYPORT

20
1,2,3,5,6,6.01,7,9,11.01,13,14,14.01

BLOCK	LOT	QUAL	CLA	PROPERTY OWNER	PROPERTY LOCATION	Add'l Lots
20	3		2	MARINERS VILLAGE @ KEYPORT, LLC 2601 BISCAYNE BLVD MIAMI, FLORIDA 33137	14 NORTH WEST FIRST ST	
20	4.01		2	LEISING, JEFFREY A & NICOLE J 16 BROADWAY KEYPORT, NJ 07735	16 BROADWAY	
20	4.02		2	REBELO, CARLOS A & LISA 18 BROADWAY KEYPORT, NJ 07735	18 BROADWAY	
20	5		4A	357 WEST FRONT STREET LLC 357 WEST FRONT ST KEYPORT, NJ 07735	6 BROADWAY	
20	6		4A	357 WEST FRONT STREET, L.L.C. 357 WEST FRONT ST KEYPORT, NJ 07735	FOOT OF WASHINGTON	6.01
20	7		2	MARINERS VILLAGE @ KEYPORT, LLC 357 WEST FRONT STREET KEYPORT, NJ 07735	10 WASHINGTON	
20	8		2	GELBURD, BRIAN 16 WASHINGTON ST KEYPORT, NJ 07735	16 WASHINGTON	
20	9		1	357 WEST FRONT ST., LLC 357 WEST FRONT ST KEYPORT, NJ 07735	CREEK	
20	10		2	YUNKER, ALAN T 28 WASHINGTON KEYPORT, N.J. 07735	28 WASHINGTON	
20	11		2	HALLOWELL, JENNY 32 WASHINGTON ST KEYPORT, NJ 07735	32 WASHINGTON ST.	
20	11.01		4A	357 WEST FRONT ST., LLC 357 WEST FRONT ST KEYPORT, NJ 07735	357 W FRONT ST - REAR	
20	12		2	CUMMONS, CHRISTOPHER & MARGARET 36 WASHINGTON STREET KEYPORT, NJ 07735	36 WASHINGTON ST.	
20	12.01		4A	DEMETRIS, STANLEY & PATTY H&W PO BOX 674 LEBANON, NJ 08833	337 WEST FRONT ST	
20	13		4A	357 WEST FRONT ST.LLC 357 WEST FRONT ST KEYPORT, NJ 07735	357 W FRONT	
20	14		4A	357 WEST FRONT ST. LLC 357 WEST FRONT ST KEYPORT, NJ 07735	353 WEST FRONT ST	
20	14.01		2	357 WEST FRONT STREET, L.L.C. 357 WEST FRONT STREET KEYPORT, NJ 07735	349 W FRONT	

LIST OF UTILITIES WHICH SERVICE THE BOROUGH OF KEYPORT, NJ

WITH MAILING ADDRESSES AS OF JULY 1, 2013

BELL ATLANTIC/ VERIZON

1095 AVE OF THE AMERICAS

ROOM 3137

NEW YORK, NY 10036

JCP&L Real Estate Department

P.O. Box 1911

Morristown, NJ 07962

NEW JERSEY NATURAL GAS COMPANY

1415 WYCKOFF ROAD

WALL, NJ 07719

CABLEVISION

275 CENTENNIAL AVENUE/ CN 6805

PISCATAWAY, NJ 08855-6805

BOROUGH OF KEYPORT

WATER/SEWER DEPARTMENT

70 WEST FRONT STREET

KEYPORT, NJ 07735

ATTN: SCOTT HICKS

MONMOUTH COUNTY DEPT. OF
TRANSPORTATION
ROUTE 79 & DANIELS WAY
FREEHOLD, NJ 07728

MONMOUTH COUNTY PLANNING BOARD
HALL OF RECORDS ANNEX
1 EAST MAIN ST.
FREEHOLD, NJ 07728

JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS
KENNETH L. PAPE
PETER H. KLOUSER
JEFFREY R. CHANG
CHIARA R. MANCINI
OF COUNSEL
STEVEN KROPF

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COUNSELLORS AT LAW

516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535
PHONE: 732-679-8844
FAX: 732-679-6554
www.hpnjlaw.com

June 18, 2019

Michael Delre, Tax Assessor
Borough of Keyport
70 West Front Street
2nd Floor
Keyport, NJ 07735

RE: Mariner's Village at Keyport, LLC
Block 20, Lot(s) 1, 2, 3, 5, 6, 6.01, 7, 9, 11.01, 13, 14 & 14.01
Borough of Keyport, NJ

Dear Mr. Delre:

Please provide our office a 200' list of adjacent property owners for the above captioned property.

Enclosed please find a check made payable to the Borough of Keyport in the amount of ten dollars ($10.00) in support of this request.

Thank you.

Very truly yours,

KENNETH L. PAPE
For the Firm

KLP:rdn
Enc.

TOWNSHIP OF ABERDEEN

ONE ABERDEEN SQUARE, ABERDEEN, NEW JERSEY 07747

See Map for previous list

200 FT. PROPERTY OWNERS/UTILITIES TO BE SERVED NOTICE

BLOCK 20 LOT 1, 2, 3, 5, 6, 6.01, 7, 9, 11.01, 13, 14, 14.01

PROPERTY ADDRESS Keyport - Mariners Village

REQUESTED BY Kenneth Pape, Esq.

I CERTIFY THAT THE ATTACHED LIST IS AN ACCURATE AND COMPLETE LIST OF PROPERTY OWNERS AND ADDRESSES, AS PREPARED FROM THE MOST RECENT TAX DUPLICATE, WHO MUST BE NOTIFIED PURSUANT TO NJSA 40:55D-12.

DATE 7-3-19

SCOTT KINEAVY
TAX ASSESSOR

taxcertif

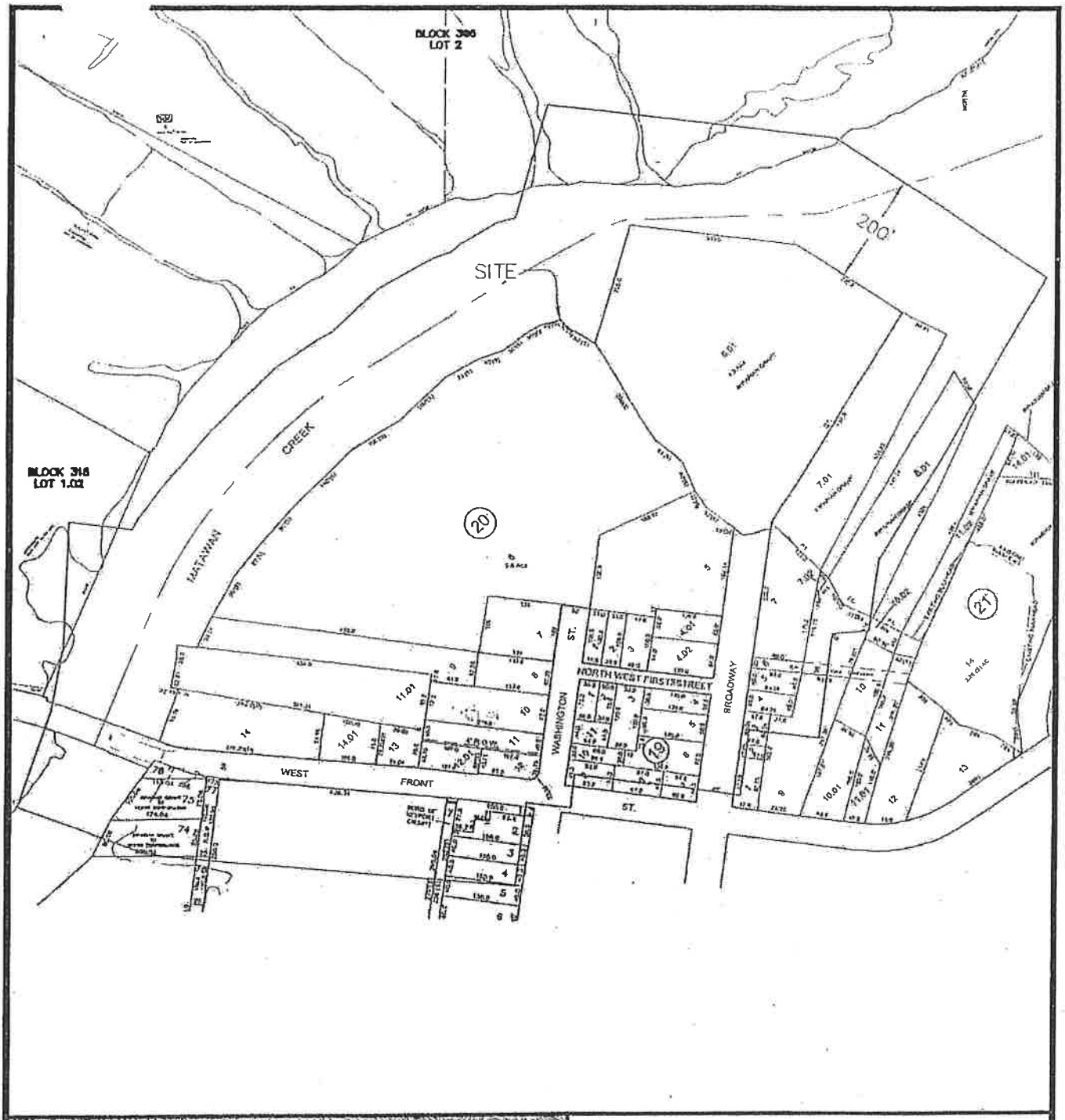
OWNER & ADDRESS REPORT

ABERDEEN

KEYPORT
BLOCK 20 LOTS 1-14.01

BLOCK	LOT	QUAL	CLA	PROPERTY OWNER	PROPERTY LOCATION	Add'l Lots
317	2		4A	483 AMBOY ROAD LLC 483 AMBOY AVE KEYPORT, NJ 07735	AMBOY AVE	
318	1.02		4A	MICHAEL WAGNER FAMILY PARTNERSHIP L 165 CLIFFWOOD AVENUE CLIFFWOOD, NJ 07721	522 AMBOY AVE	2,3
366	1		15C	TOWNSHIP OF ABERDEEN 1 ABERDEEN SQ ABERDEEN, NJ 07747	W MATAWAN CRK	
366	2		15C	TOWNSHIP OF ABERDEEN 1 ABERDEEN SQ ABERDEEN, NJ 07747	CREEK & BAY	

UTILITY	NAME & ADDRESS	METHOD OF SERVICE A: CERTIFIED B: PERSOANLLY	DATE OF SERVICE SERVICE AND INITIALS
CABLE	CABLEVISON OF RARITAN VALLEY ATT: MARGURITE PRENDERVILLE/SAM CULLARI CONSTRUCTION DEPT. MGR OF GOV'T AFFAIRS 275 CENTENNIAL AVE CN 6805 PISCATAWAY, NJ 08855-6805		
ELECTRIC	GPU ENERGY PO BOX 16001 2800 POTTSVILLE PIKE READING, PA 19605-2459		
GAS	NJ NATURAL GAS CO 16 WEST LINCOLN AVE ATLANTIC HIGHLANDS, NJ 07716		
DPW WATER/SEWER STORM/DR	TOWNSHIP OF ABERDEEN 1 ABERDEEN SQUARE ABERDEEN, NJ 07747		
TELEPHONE	VERIZON 5100 BELMAR BLVD FARMINGDALE, NJ 07727		
WATER	NJ AMERICAN WATER - DEVELOPER'S SERVICES ELLIOTT D SCHWARTZ, PE - ENGINEERING MGR NJ AMERICAN WATER 1341 NORTH AVE PLAINFIELD, NJ 07061		
SEWER	BAYSHORE REGIONAL 100 OAK ST UNION BEACH, NJ 07735		
	MUNICIPAL CLERK - TOWNSHIP OF ABERDEEN 1 ABERDEEN SQUARE ABERDEEN, NJ 07747		
	MONMOUTH COUNTY CLERK 33 MECHANIC ST FREEHOLD, NJ 07728		
RAILROAD	CONRAIL CENTRAL RR C/O TAX DEPT 2001 MARKET ST PHILADELPHIA, PA 19101		
	NJ TRANSIT 110 PENN PLAZA E NEWARK, NJ 07105		



MidAtlantic
Engineering Partners, LLC

Mariner's Village at Keyport
BLOCK 20, LOTS 1, 2, 3, 5, 6, 6.01, 7, 9, 11.01, 13, 14 & 14.01
TAX MAP EXHIBIT

SITUATED IN

BOROUGH OF KEYPORT, MONMOUTH COUNTY, NEW JERSEY

DRAWN BY:	CHECKED BY:	RELEASED BY:	PROJECT No.:
MJR	MVW		MGP-131
DATE:	HORIZONTAL SCALE:	VERTICAL SCALE:	DRAWING NAME:
07/13/17	1"=250'		97-Reference Plans.dwg

Certificate of Authorization No. 24GA28164000

Louis L. Zuegner IV P.E. PE No. GE04226000
Matthew J. Robinson P.E. PE No. GE04542500
William J. Parkhill II P.E. PE No. GE04753800

Gateway 195 Center
5 Commerce Way, Suite 200
Hamilton, NJ 08691
609-910-4450

Name: G:\Miller Group\JOBS\MGP-131 Mariners Village\DWG\97-Reference Plans.dwg
Plot time: Jul 14, 2017 - 11:59am

TOWNSHIP OF ABERDEEN
ONE ABERDEEN SQUARE ABERDEEN NEW JERSEY 07747

200 FT. PROPERTY OWNERS/UTILITIES TO BE SERVED NOTICE

BLOCK 20 **LOT** 1, 2, 3, 5, 6, 6.01, 7, 9, 11.01, 13, 14, 14.01

PROPERTY ADDRESS Keyport Lee Map

REQUESTED BY Kenneth Pope, Esq.

I CERTIFY THAT THE ATTACHED LIST IS AN ACCURATE AND COMPLETE LIST OF PROPERTY OWNERS AND ADDRESSES, AS PREPARED FROM THE MOST RECENT TAX DUPLICATE, WHO MUST BE NOTIFIED PURSUANT TO NJSA 40:55D-12.

DATE 7-14-19

SCOTT KINEAVY
TAX ASSESSOR

taxcertif

OWNER & ADDRESS REPORT

ABERDEEN

07/19/18 Page 1 of 1

KEYPORT
BLOCK 20 LOTS 1-14.01

BLOCK	LOT	QUAL	CLA	PROPERTY OWNER	PROPERTY LOCATION	Add'l Lots
317	2		4A	483 AMBOY ROAD LLC 483 AMBOY AVE KEYPORT, NJ 07735	AMBOY AVE	
318	1.02		4A	MICHAEL WAGNER FAMILY PARTNERSHIP L 165 CLIFFWOOD AVENUE CLIFFWOOD, NJ 07721	522 AMBOY AVE	2,3
366	1		15C	TOWNSHIP OF ABERDEEN 1 ABERDEEN SQ ABERDEEN, NJ 07747	W MATAWAN CRK	
366	2		15C	TOWNSHIP OF ABERDEEN 1 ABERDEEN SQ ABERDEEN, NJ 07747	CREEK & BAY	

UTILITY	NAME & ADDRESS	METHOD OF SERVICE A: CERTIFIED B: PERSOANLLY	DATE OF SERVICE SERVICE AND INITIALS
CABLE	CABLEVISON OF RARITAN VALLEY ATT: MARGURITE PRENDERVILLE/SAM CULLARI CONSTRUCTION DEPT. MGR OF GOV'T AFFAIRS 275 CENTENNIAL AVE CN 6805 PISCATAWAY, NJ 08855-6805		
ELECTRIC	GPU ENERGY PO BOX 16001 2800 POTTSVILLE PIKE READING, PA 19605-2459		
GAS	NJ NATURAL GAS CO 16 WEST LINCOLN AVE ATLANTIC HIGHLANDS, NJ 07716		
DPW WATER/SEWER STORM/DR	TOWNSHIP OF ABERDEEN 1 ABERDEEN SQUARE ABERDEEN, NJ 07747		
TELEPHONE	VERIZON 5100 BELMAR BLVD FARMINGDALE, NJ 07727		
WATER	NJ AMERICAN WATER - DEVELOPER'S SERVICES ELLIOTT D SCHWARTZ, PE - ENGINEERING MGR NJ AMERICAN WATER 1341 NORTH AVE PLAINFIELD, NJ 07061		
SEWER	BAYSHORE REGIONAL 100 OAK ST UNION BEACH, NJ 07735		
	MUNICIPAL CLERK - TOWNSHIP OF ABERDEEN 1 ABERDEEN SQUARE ABERDEEN, NJ 07747		
	MONMOUTH COUNTY CLERK 33 MECHANIC ST FREEHOLD, NJ 07728		
RAILROAD	CONRAIL CENTRAL RR C/O TAX DEPT 2001 MARKET ST PHILADELPHIA, PA 19101		
	NJ TRANSIT 110 PENN PLAZA E NEWARK, NJ 07105		

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

357 West Front Street, LLC

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

357 West Front Street

Requester's name and address (optional)

6 City, state, and ZIP code

Keyport, NJ 07753

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

2	7	-	1	7	8	9	5	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 3-2-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*