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EDWARD C. EASTMAN, JR. †
ROBERT F. MUÑOZ • ▼
JAMES A. PAONE, II †
JAMES M. McGOVERN, JR. ▼ ▲
ROBERT S. BONNEY, JR. ◊ ▼
ANNE MARIE MAZZU •
CHRISTINA D. HARDMAN O'NEAL ▼
BLAKE R. LAURENCE • ◊
MATTHEW K. BLAINE ◊
CHRISTOPHER D. OLSZAK ▶
BRIAN J. CHABAREK ▼
GREG S. GARGULINSKI ▼
DOUGLAS J. WIDMAN ◊ ▼
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NICOLE SOROKOLIT CRODDICK ▼

OF COUNSEL
DANIEL D. OLSZAK ▶
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MICHELE R. DONATO
HON. JAMIE S. PERRI, J.S.C. (Ret.)

ROBERT F. MUÑOZ

rmunoz@respondlaw.com

100 Willow Brook Road, Suite 100
Freehold, NJ 07728

DIRECT DIAL NUMBER
732-410-2357
DEPARTMENT FAX NUMBER
732-810-1557
NJ ATTORNEY ID NUMBER
19521978

June 4, 2020

ANDREW J. BALL ◊
HERSCHEL P. ROSE ▼
KAITLYN R. CAMPANILE
ALAN L. POLINER ▼ ◊

CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A:
† CIVIL TRIAL ATTORNEY
◊ CRIMINAL TRIAL ATTORNEY
^ MUNICIPAL COURT ATTORNEY

• LL.M. IN TAXATION
◻ R. 1:40 QUALIFIED MEDIATOR

OTHER STATE ADMISSIONS:
▼ NEW YORK
◊ PENNSYLVANIA
▲ ILLINOIS

▶ CERTIFIED AS AN ELDER LAW ATTORNEY
BY THE ABA APPROVED NATIONAL ELDER
LAW FOUNDATION

WWW.RESPONDLAW.COM

Candace B. Mitchell, Planning Board Secretary
Borough of Sea Bright
1099 Ocean Avenue
Sea Bright, New Jersey 07760

RE: Tommy's Tavern + Tap
Block 17, Lots 4 and 5, 1030 Ocean Avenue, Sea Bright, NJ

Dear Candace:

I am emailing to you a digital copy of the application for Tommy's Tavern + Tap. Pursuant to your conversation with my paralegal, eighteen (18) copies of the application will be hand-delivered to you around 9:30 a.m. tomorrow. When you advise me of the application and escrow fees, I will have Mr. Bonfiglio hand-delivered the fees and a W-9 to the Borough. Copies of the application are being overnighted to the Board Engineer and Board Attorney. Since the hearing is scheduled for June 16, 2020, would you please advise me as soon as possible if any additional documents are required.

Thank you.

Very truly yours,


ROBERT F. MUÑOZ

RFM:tfw

Enc.

Cc: Mr. Thomas Bonfiglio, w/enc.
Hoder Associates, Board Engineers, w/enc.
Kerry E. Higgins, Esq., Board Attorney, w/enc.

BOROUGH OF SEA BRIGHT PLANNING/ZONING BOARD APPLICATION

**1167 Ocean Avenue Sea Bright, New Jersey 07760
732-842-0099 ext. 28**

The application with supporting documentation must be filed with the office of the Planning Board Secretary and must be delivered for review **at least ten (10) days** prior to the meeting at which the application is to be considered.

NOTE: All plans must be folded. Any rolled plans will not be accepted.

To be completed by Municipal staff only.

Date Filed _____ Application No. _____

Application Fees _____ Escrow Deposit _____

Reviewed for Completeness _____ Hearing _____

1. SUBJECT PROPERTY

Location: 1030 Ocean Avenue
Block 17 Lot 4 and 5
Dimensions: Frontage 93.42 ft. Depth 252.90' Total Area 24,8115 sf
Zoning District: B-R

2. APPLICANT 1030 Partners, LLC (as to Lot 4) and
Name: 1010 Ocean Partners, LLC (as to Lot 5)
Address: PO Box 80235, Staten Island, New York 10308
Telephone Number: 732-241-7135 (Thomas Bonfiglio)
Applicant is a: Corporation Partnership Individual LLC

3. DISCLOSURE STATEMENT: Pursuant to J.J.S. 40:55D-48-1, the names and addresses of all persons owning 10% of the stock in a corporate applicant or 10% interest in any partnership, applicant must be disclosed. In accordance with N.J.S. 40:55D4-8.2 that disclosure requirement applies to any corporation or partnership which owns more than 10% interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed. (Attach pages as necessary to fully comply.) SEE ATTACHED

4. If owner is other than the applicant, provide the following information on the Owner(s).

Owner's Name: _____
Address _____
Telephone Number _____

5. Property Information:

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

(Attach copies) SEE ATTACHED

No _____ Proposed _____

Note: All deed restrictions, easements, association by-laws, existing and proposed must be submitted for review and must be written in easily understandable English in order to be approved.

Present the use of the premises: Tommy's Tavern + Tap restaurant and bar

6. Applicant's Attorney: Robert F. Munoz, Esq.

Address: 100 Willow Brook Road, Suite 100, Freehold, New Jersey 07728

Telephone Number 732-462-7170 FAX Number 732-810-1556

7. Applicant's Engineer: _____

Address: _____

Telephone Number _____ FAX Number _____

8. Applicant's Planning Consultant: _____

Address: _____

Telephone Number _____ FAX Number _____

9. Applicant's Traffic Engineer: _____

Address: _____

Telephone Number _____ FAX Number _____

10. List any other Expert(s) who will submit a report or who will testify for the Applicant:
(Attach additional sheets as may be necessary).

Name: Stephen A. Raciti, AIA

Field of Expertise: Architect

Address 30 Linden Place, Red Bank, New Jersey 07701

Telephone Number 732-212-9969 FAX 732-212-9965

**11. APPLICATION REPRESENTS A REQUEST FOR THE FOLLOWING:
SUBDIVISION:**

- _____ Minor Subdivision Approval
_____ Subdivision Approval (Preliminary)
_____ Subdivision Approval (Final)

Number of lots to be created ___(including remainder lot)

Number of proposed dwelling units _____ (if Applicable)

SITE PLAN:

- _____ Minor Site Plan Approval
- _____ Preliminary Site Plan Approval
- _____ Final Site Plan Approval
- Amendment or Revision to an Approval Site - Temporary waiver of condition of approval
- _____ Plan Area to be disturbed (square feet)
- _____ Total number of proposed dwelling units
- _____ Request for Waiver from Site Plan Review and Approval

Reason for request:

Temporary waiver of the restrictions and conditions of Resolution granting amended site plan approval granted on June 27, 2017 to permit food and drink service in the rear yard grove area until 10:00 p.m. due to the COVID-19 public health emergency consistent with the Executive Orders of the Governor at the existing Tommy's Tavern + Tap.

- _____ Informal Review
- _____ Appeal decision of an Administrative Officer (N.J.S.A 40:55D-70A)
- _____ Map or Ordinance Interpretation of Special Question (N.J.S.A.40:55D-70b)
- _____ Variance Relief (hardship) (N.J.S. A. 40:55D-70c (1))
- _____ Variance Relief (substantial benefit) (N.J.SA.40:55D-70c (2))
- _____ Variance Relief (use) (N.J.S 40:55D-70d)
- _____ Conditional Use Approval (N.J.S 40:55D-67)
- _____ Direct issuance of a permit for a structure in bed of a mapped street, public drainage way, or flood control basin. (N.J.S 40:55D-334)
- _____ Direct issuance of a permit for a lot lacking street frontage (N.J.S 40:55D-35)

12. Section(s) of Ordinance from which a variance is requested _____

13. Waivers requested of development standards and/or submission requirements:(attach additional pages as needed)

14. Attach a copy of the Notice to Appear in the official newspaper of the municipality and to be mailed to the owners of all real property, as shown on the current tax duplicate, located within the State and within 200 feet in all directions of the property

which is the subject of this application. The Notice must specify the sections of the Ordinance from which relief is sought, if applicable.

The publication and the service on the affected owners must be accomplished **at least 10 days prior** to the date scheduled by the Administrative Officer for the hearing. An Affidavit of Service on all property owners and Proof of Publication must be filed before the application will be complete and the hearing can proceed.

15. Explain in detail the exact nature of the application and the changes to be made at the premises including the proposed use of the premises: (attach pages as needed) Existing use will remain.

16. Is a public water line available? Yes - existing

17. Is public sanitary sewer available? Yes - existing

18. Does the application propose a well and septic system? No

19. Have any proposed new lots been reviewed with the Tax Assessor to determine appropriate lot and block number? No new lots

20. Are any off-tract improvements required or proposed? No

21. Is the subdivision to be filed by Deed or Plat? N/A

22. What form of security does the applicant propose to provide as performance and maintenance guarantees? None

23. Other approvals, which may be required, and date plans submitted:

MARK THE FOLLOWING WITH A YES OR NO AND DATES OF THE PLANS SUBMITTED

NE Regional Sewer Auth	N/A
Monmouth County Board Of Health	N/A
Monmouth County Planning Board	N/A
Freehold Soil Conservation District.	N/A
NJ DEP	N/A
Sewer Extension Permit	N/A
Sanitary Sewer Connection Permit	N/A
Stream Encroachment Permit	N/A
Waterfront Development Permit	N/A
Wetlands Permit	N/A
Tidal Wetlands Permit	N/A
Potable Water Constr. Permit	N/A
NJ Department of Transportation	N/A
Public Service Electric & Gas	N/A
Other	

24. Certification from the Tax Collector that all taxes due on the subject property have been paid.

25. Certification from Sewer Collector that sewer utility charges due on the subject property have been paid.

Note: It is the responsibility of the Applicant to mail or deliver copies of the Application form and all supporting documents to the Board Secretary, Borough Engineer and Board Attorney for their review. Documentation must be at least ten (10) days prior to the meeting at which the application is to be considered, otherwise the application will be deemed incomplete. A list of those required to receive documents is attached to the application form.

26. The Applicant hereby requests that copies of the reports of the Borough Engineer and Board Attorney reviewing the application be provided to the following of the applicant's professionals.

Applicant's Professional Report Requested

Attorney Robert F. Munoz, Esq.
Address: 100 Willow Brook Road, Suite 100
Freehold, New Jersey 07728
Phone Number: 732-462-7170
Fax Number: 732-810-1556

Engineer: Stephen Raciti (Architect)
Address: 30 Linden Place
Red Bank, New Jersey 07701
Phone Number: 732-212-9969
Fax Number: _____

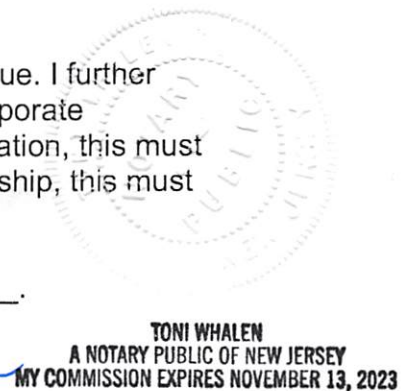
CERTIFICATION

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 Application and that I am authorized to sign. (If the applicant is a corporation, this must be signed by an authorized corporate officer. If the applicant is a partnership, this must be signed by a general partner).

Sworn to and subscribed before me this 4th day of June, 2020.

A Notary Public of NJ Owner
My Commission Expires: _____

Toni Whalen



I understand that the sum of \$ To Be Determined has been deposited in an escrow account (Builder's Trust Account). In accordance with the Ordinances of the Borough of SeaBright, I further understand that the escrow account is established to cover the cost of professional services including engineering, planning, legal and other expenses associated with the review of submitted materials.

Sums not utilized in the review process shall be returned. If additional sums are deemed necessary, I understand that I will be notified of the required amount and shall add that sum to the escrow account within fifteen (15) days.

Date: 6-4-2020 Applicant: *Robert F. Munoz*
Robert F. Munoz, Esq., Attorney for Applicants

SITE PLAN - PRELIMINARY

**BOROUGH OF SEA BRIGHT
PLANNING/ZONING BOARD**

Application No. _____ Date _____
Application Name _____
Application Address _____
Property Address 1030 Ocean Avenue
Lot 4 and 5 Block 17

CHECKLIST

Prior to issuance of a Certificate of Completeness, the Administrative Officer shall determine that the following documents have been submitted:

To be completed by applicant (C=complete, N=Not complete, NA=not-applicable)

- c 1. Seventeen copies of completed application and check list, signed, dated and notarized **plus one** marked **"FOR PUBLIC INSPECTION"**
- c 2. Seventeen sets of site plan signed, dated and notarized, with must have raised seal, also **Show Base Flood Elevation plus one** marked **"FOR PUBLIC INSPECTION"**
- N/A 3. Survey. Must indicate mean high waterline, if pertinent to application
- c 4. Checks payable to the Borough of Sea Bright (**W-9 Escrow Account**)
- c 5. Certified list of property owners within 200 feet
- c 6. Completed Notice of Hearing
- To be supplied 7. Affidavit of Mailing or service
- N/A 8. Certification that taxes and sewer utility charges are paid to date
- N/A 9. Photograph of property/dwelling as it currently exists
- N/A 10. Application for Municipal and/or State Wetlands Permit
- N/A 11. Description of off-tract improvements and cost estimates
- N/A 12. Letter from utility companies
- Waiver request 13. Environmental Impact Statement
- c 14. Certificate of owner authorizing submission
- N/A 15. Proof of Application to Monmouth County
- N/A 16. Proof of application to NJDOT
- c 17. Description of proposed operation
- c 18. Required escrow fees
- N/A 19. Request for any variances
- N/A 20. Application for CAFRA
- N/A 21. Application for Floodplain Encroachment Permit
- N/A 22. Application for Stream Encroachment Permit

After the application is deemed complete then the Board Secretary will provide you with a hearing date so you may notice property owners. Certified mail receipts are to be provided **at least 7 days prior** to hearing date.

I certify the above information is accurate and complete.

DATED: _____

NAME: _____

SEAL:

LICENSE NO. _____

SIGNATURE _____

FOR MUNICIPAL USE ONLY

Application submitted on _____
Application reviewed/declared complete on _____
Application reviewed/declared incomplete on: _____
Reason for incomplete Application _____
Application to be heard on: _____

1030 Liquor Partners, LLC d/b/a Tommy's Tavern + Tap (restaurant operations company that owns the liquor license, too)

- Address = 1030 Ocean Avenue, Sea Bright, NJ 07760
- Manager = Thomas J. Bonfiglio
- Owned by Triple T Group, LLC (address = 1030 Ocean Avenue, Sea Bright, NJ 07760)
 - 95% owned by Triple T Holding Company, LLC
 - Manager = Thomas J. Bonfiglio
 - 80% owned by Triple T Family, LLC (address = 1030 Ocean Avenue, Sea Bright, NJ 07760)
 - Manager = Thomas J. Bonfiglio
 - Class A Members
 - Andrea Bonfiglio (48%)
 - 4 Cordelia Court, Long Branch, NJ 07740
 - Christina Bonfiglio (48%)
 - 238 Hance Road, Fair Haven, NJ 07704
 - Class B Member = Thomas J. Bonfiglio
 - 20% owned by the Adamo Family Limited Partnership
 - Nicola Adamo (1% general partner)
 - 10 Maacka Drive, Holmdel, NJ 07733
 - Kim Adamo (1% general partner)
 - 10 Maacka Drive, Holmdel, NJ 07733
 - Alexandra N. Adamo Irrevocable Trust c/o Eugene Adamo, Trustee (32.666% limited partner)
 - Eugene Adamo address = 185 Lynch Road, Middletown, NJ 07748
 - Danielle E. Adamo Irrevocable Trust c/o Eugene Adamo, Trustee (32.667% limited partner)
 - Eugene Adamo address = 185 Lynch Road, Middletown, NJ 07748
 - Samantha Adamo Irrevocable Trust c/o Eugene Adamo, Trustee (32.667% limited partner)
 - Eugene Adamo address = 185 Lynch Road, Middletown, NJ 07748
 - 5% owned by Joseph Asterita (address = 62 Crest Road, Middletown, NJ 07748)

1030 Partners, LLC (owns real estate at 1030 Ocean Avenue in Sea Bright, NJ / office address is the same)

- Managing Member = Thomas Bonfiglio
- Members
 - 75% owned by Thomas J. Bonfiglio
 - 136A Ocean Avenue in Monmouth Beach, NJ 07750
 - 10% owned by Nicola Adamo

- 10 Maacka Drive, Holmdel, NJ 07733
- 10% owned by Kim Adamo
 - 10 Maacka Drive, Holmdel, NJ 07733
- 5% owned by Joseph Asterita
 - address = 62 Crest Road, Middletown, NJ 07748

1010 Partners, LLC (owns real estate at 1010 Ocean Avenue in Sea Bright, NJ / office address is 1030 Ocean Avenue, Sea Bright, NJ)


- Managing Member = Thomas Bonfiglio
- Members
 - 75% owned by Thomas J. Bonfiglio
 - 136A Ocean Avenue in Monmouth Beach, NJ 07750
 - 10% owned by Nicola Adamo
 - 10 Maacka Drive, Holmdel, NJ 07733
 - 10% owned by Kim Adamo
 - 10 Maacka Drive, Holmdel, NJ 07733
 - 5% owned by Joseph Asterita
 - address = 62 Crest Road, Middletown, NJ 07748

2012



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Return Name and Address Donald DiMarzio PO Box 1172 Island Heights NJ 08732	 501JRP
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Official Use Only

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
 2017103059
 RECORDED ON
 Oct 20, 2017
 10:17:35 AM
 BOOK:DR-9254
 PAGE:7709
 Total Pages: 23

COUNTY RECORDING FEES \$250.00
 TOTAL PAID \$250.00

Submitting Company	Donald A. DiMarzio MS AP
Document Type	DEED Permit Encroachment
Document Date (mm/dd/yyyy)	9/14/17
Total Number of Pages (including the cover sheet)	23
Consideration Amount (if applicable)	

Official Use Only

OCT 11 2017

	Name(s) (Last Name, First Name or Company Name)	Address (Optional)			
First Party	1030 Partners LLC	55 Bridge St. Ste. 66 Red Bank NJ 07701			
Second Party	NJ Dept. of Environmental Protection	501 East State St. Trenton NJ 08625			
The Following Section is Required for DEEDS Only					
Parcel Information	Municipality	Block	Lot	Qualifier	Property Address
Recording Reference to Original Document (if applicable)					
Reference Information (Marginal Notation)	Book	Beginning Page	Instrument No.		

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Return:
Donald DiMarzio
PO Box 1172
Island Hts. NJ 08732

Prepared by: Donald A. DiMarzio, PP

NJDEP File No.: 1343-16-0003.1 CAF 170001

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Public Access To The Waterfront)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made this first day of September 2017, by 1010 Partners, LLC and 1030 Partners, LLC, their 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 55 Bridge Avenue, Suite 6, Red Bank Borough, 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 Grantors are the owners in fee simple of certain real property located in the Borough of Sea Bright, Monmouth County, New Jersey, designated as Lot(s) 4 (owned by 1030 Partners, LLC) and Lot 5 (owned by 1010 Partners, LLC), Block(s) 17 on the official Tax Map of the Borough of Sea Bright, County Clerk or Recorder's Deed Book Number OR-9241, Page 7399 (Lot 4), and Deed Book Number OR-9241, Page 7435 (Lot 5), (hereinafter "the Property"); and

WHEREAS, the Grantee has issued to Grantor Permit 1343-16-0003.1 CAF 170001, (the "Permit"), attached hereto as **Exhibit A** and made a part hereof, which permits certain construction described therein, and requires among other conditions public access to the waterfront, pursuant to the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 *et seq.*, as amended, and the corresponding Rules on Coastal Zone Management, N.J.A.C. 7:7E-1 *et seq.*, as amended, specifically N.J.A.C. 7:7E-8.11 Public Access to the Waterfront; and

WHEREAS, by virtue of the Property's location directly on the Shrewsbury River, the waterfront area of the Property possesses great scenic, aesthetic and recreational qualities for the public enjoyment; and

WHEREAS, as a condition to the Permit, Grantor must provide for public access over a portion of the Property including its water's edge, by creating and maintaining in perpetuity a walkway reserved for use by the public ("Easement Area"), as more specifically shown on the approved plan(s) entitled "Tommy's Tavern 1010/1030 Ocean Avenue - Phase II - NJDEP Access Plan, Block 17, Lots 4 and 5, Borough of Sea Bright, Monmouth County, New Jersey", prepared by East Point Engineering LLC, dated 8/10/2017, last revised 8/24/2017, attached hereto as **Exhibit B**, and more particularly

described on a legal description (metes and bounds) of the Easement Area, attached hereto as **Exhibit C**; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of 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 for recreational use by the public.

NOW THEREFORE, in consideration for the issuance of the Permit and for the 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 shown in **Exhibit B** and as described in **Exhibit C**.
2. The parties agree that the Conservation Restriction/Easement shall be in full force and effect as to the entire Easement Areas as shown in **Exhibit B** and described in **Exhibit C**, including those areas upon which the public parking spaces and the walkway(s) have not yet been constructed as of the date of this Conservation Restriction/Easement, and will be accessible to the public at all times in perpetuity.
3. Nothing contained in this Conservation Restriction/Easement shall be deemed or construed to give or grant to the Grantee, the public, or anyone else, any rights to use any portion of the Property except the Easement Areas.
4. Grantor, its successors and assigns, shall maintain the Easement Areas pursuant to the Maintenance Plan attached hereto as **Exhibit D** and made a part hereof.
5. The Easement Areas shall be available for public recreational purposes. Recreational uses shall not include any activity that violates federal, state, county or municipal law. No construction shall be permitted within the Easement Areas, other than the public parking spaces and the walkways.
6. The Easement Areas shall be available for waterfront public access purposes, being those recreational activities including, but not limited to, walking, viewing, and other similar recreational activities consistent with and compatible with public enjoyment of the Easement Areas preserved by the Conservation Restriction/Easement herein granted.

7. In no event shall the Grantor charge a fee for access to or use of any portion of the Easement Areas, including for use of parking spaces preserved by the Conservation Restriction/Easement herein granted.
8. In no event shall Grantor erect, place or maintain any gate or any obstruction whatsoever across any portion of the Easement Areas that blocks or impedes physical access to the Easement Areas by the public at any time.
9. The Grantor shall not construct, install or maintain any structure, building or other improvement within the Easement Areas, except those appearing on plans and specifications approved by the Grantee in writing pursuant to the Permit.
10. The boundaries of the Easement Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantor's choosing, and to the Grantee's satisfaction, no less than 30 days prior to commencement of site preparation. Examples include the edge of a walkway, curbing, fence post, pipe in the ground, survey markers, and a shrub or tree line.
11. Grantor's liability with respect to the Easement Area is subject to the limitations contained in N.J.S.A. 2A:42A-8 and 2A:42A-8.1 (Landowner Liability Act).
12. Any activity on or use of the Easement Areas by Grantor which is inconsistent with the Public Trust Doctrine, the purposes of this Conservation Restriction / Easement, or not in conformance with the final plans and specifications approved by the Grantee in writing pursuant to the Permit, **Exhibit A**, cited herein or any other permit subsequently issued by the Grantee regulating the Property shall be prohibited.
13. In the event of a conflict between this Conservation Restriction/Easement and the approved plan(s), **Exhibit B**, and specifications approved by the Grantee in writing pursuant to the Permit, **Exhibit A**, the latter shall govern.
14. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its heir, successors and assigns, in perpetuity.
15. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Easement Areas, 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.
16. 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 Easement Areas 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.
17. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 16 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.
18. 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.

19. 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.
20. 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 Easement Areas.
21. 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 Grantors:

1010 Partners, LLC, and 1030 Partners, LLC
55 Bridge Avenue, Suite 6
Red Bank, NJ 07701

To the Grantee:

State of New Jersey
Department of Environmental Protection
Division of Land Use Regulation
501 East State Street
Mail Code 501-02A
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 15 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
401 East State Street
Mail Code 401-04C
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Manager, Coastal & Land Use Compliance & Enforcement
(609) 292-1240

22. 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.
23. 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 Easement Areas. Grantor shall keep the Easement Areas 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 Easement Areas. 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 Easement Areas, or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Areas and to assure the continued enforceability of this Conservation Restriction/Easement.
24. 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 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 and recorded 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 property or under the Public Trust Doctrine.
 - h. This Conservation Restriction/Easement shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.
 - 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.
25. The Grantor reserves unto itself the right to undertake de minimis modifications of the Easement 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.
26. If the Grantee approves the Grantor's proposed modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for prior review and approval:
- a. A revised Plan and legal description (metes and bounds) 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 this 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.
27. The Grantor shall record the documents listed in paragraph 26, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.
28. This Grant of Conservation Restriction/Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

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 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 Ocean County Clerk.

1010 Partners, L.L.C, c/o Thomas Bonfiglio, Esq. (Grantor)

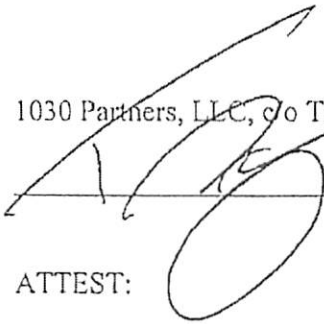
(signature names and title)

ATTEST:

, Secretary

(Seal)

1030 Partners, LLC, c/o Thomas Bonfiglio, Esq. (Grantor)

 (signature names and title)

ATTEST:

_____, Secretary

(Seal)

STATE OF New Jersey
COUNTY OF Ocean

Be it remembered that on this 14th day of September, 2017, before me, the subscriber, a Notary Public of New Jersey, personally appeared: Thomas Bonfiglio, 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

Joseph J. Anttila
Attorney at Law
State of New Jersey

My Commission Expires:

- Attachments required: NJDEP Approved Permit
- NJDEP Approved Plan
- Legal Description of Restricted Area (metes and bounds)
- Maintenance Plan

EXHIBIT A
PERMIT NO. 1343-16-0003.1 CAF 170001

Not Certified Copy



STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF LAND USE REGULATION
 Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
 Telephone: (609) 777-0454 or Fax: (609) 777-3656
 www.state.nj.us/dep/landuse



PERMIT

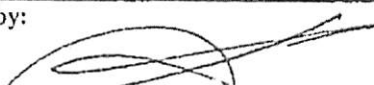
<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date AUG 25 2017
		Expiration Date AUG 24 2022
Permit Number(s): 1343-16-0003.1 CAF170001	Type of Approval(s): CAFRA Individual Permit	Enabling Statute(s): NJSA 13:19 CAFRA
Permittee: 1030 Partners, LLC c/o Thomas Bonfiglio, Esq. 55 Bridge Avenue, Suite 6 Red Bank, NJ 07701	Site Location: Block(s): 17 Lot(s): 4 & 5 1030 Ocean Avenue Municipality: Borough of Sea Bright County: Monmouth	
Description of Authorized Activities: <p>Construct two additions to the existing restaurant building on Lot 4. A 178 square foot addition is proposed on the north side to accommodate a stairway to the second floor; a 352 square foot addition to accommodate new trash enclosures is proposed adjacent to the stairway addition. A public access walkway, seating areas, landscape planting boxes, canopies and recreation facilities are proposed within the gravel area west of the restaurant. A canopy is proposed over the existing outdoor dining area. Lot 5 is proposed to be re-paved and striped to yield 26 parking spaces. The project is shown on the approved plans referenced on the last page of this permit.</p> <p>The permittee shall allow an authorized representative of the Department the right to inspect construction pursuant to N.J.A.C. 7:7-1.5(b)4.</p> <p>This project is authorized under, and in compliance with, the applicable Coastal Zone Management Rules, N.J.A.C. 7:7, as amended through July 17, 2017, provided that all conditions to follow are met. The Director of the Division of Land Use Regulation hereby makes the applicable findings as required by Section 10 of the CAFRA statute (N.J.S.A. 13:19-1 et seq.) and the Coastal Zone Management Rules will be met to the satisfaction of the Bureau of Coastal Regulation.</p>		
Prepared by:  Eric Virostek	Received and/or Recorded by County Clerk:	
THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN.		
This permit is not valid unless authorizing signature appears on the last page.		

EXHIBIT B
EASEMENT AREA PLAN

Not Certified Copy

THIS
NT.

STRUCTURE
THERETO.

9. THIS SET OF PLANS HAS BEEN PREPARED FOR THE APPLICANT NAMED HEREON FOR THE PURPOSE OF MUNICIPAL AND REGULATORY AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION PLANS UNTIL ALL REQUIRED APPROVALS HAVE BEEN OBTAINED. NO OTHER PURPOSE IS INTENDED OR IMPLIED.
10. CONSTRUCTION OF SITE IMPROVEMENTS AND BUILDINGS SHALL BE IN COMPLIANCE WITH SEA BRIGHT BUILDING CODES, FEDERAL AND STATE BARRIER FREE AND A.D.A. REQUIREMENTS, BOROUGH DESIGN STANDARDS, AND NOISE CODE.
11. SOLID WASTE PICKUP SHALL BE BY PRIVATE HAULER.
12. BUILDING PRESENTLY SERVED BY PUBLIC WATER & SEWER.
13. THE CONTRACTOR SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF SITE CONDITIONS OR TOPOGRAPHY DIFFER MATERIALLY FROM THOSE PRESENTED HEREON. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO REVIEW SAID CONDITION, AND/OR RENDER THE DESIGN SHOWN HEREON TO THE APPROPRIATE MUNICIPAL, COUNTY OR STATE OFFICIAL'S AND/OR UNDERSIGNED PROFESSIONAL SATISFACTION.
14. STRUCTURAL / GEOTECHNICAL ENGINEER TO PROVIDE PLANS AND CALCULATIONS FOR ALL STRUCTURES AND FOUNDATIONS AS SHOWN ON THIS PLAN. THIS PLAN DOES NOT INCLUDE BUILDING CALCULATIONS EITHER STRUCTURAL OR GEOTECHNICAL AND THE UNDERSIGNED ASSUMES NO RESPONSIBILITY FOR SAME.
15. THE OWNER IS RESPONSIBLE FOR SITE SAFETY. THE OWNER, OR HIS REPRESENTATIVE, IS TO DESIGNATE AN INDIVIDUAL RESPONSIBLE FOR CONSTRUCTION SITE SAFETY DURING THE COURSE OF SITE IMPROVEMENTS PURSUANT TO N.J.A.C. 5:27-2.21(e) OF THE N.J. UNIFORM CONSTRUCTION CODE AND CFR 1926.32(F) (OSHA COMPETENT PERSON).
16. UPON ISSUANCE OF CONSTRUCTION DOCUMENTS, IT IS EXPLICITLY UNDERSTOOD THAT THE ENGINEER IS NOT RESPONSIBLE FOR THE PROSECUTION OF THE WORK, THE MEANS AND METHODS OF CONSTRUCTION, PROTECTION OF ADJACENT STRUCTURES OR PROPERTY, AND IS NOT TO BE HELD RESPONSIBLE FOR ANY DAMAGE WHATSOEVER TO ANY PROPERTY, INCLUDING OFFSITE, ASSOCIATED WITH CONSTRUCTION OF THE PROJECT.

16-0500
AUG 24 2011

Department of Environmental Protection
and Use Control

NO.	DATE	DESCRIPTION
3	03-08-17	REVISED LAYOUT
2	08-09-16	REVISED LAYOUT
1	05-31-16	REVISED ZONING TABLES

"TOMMY'S TAVERN"
1030 OCEAN AVENUE
COVER SHEET

BLOCK 17, LOTS 4 & 5
BOROUGH OF SEA BRIGHT MONMOUTH COUNTY, NEW JERSEY



EAST POINT
ENGINEERING, LLC
NEW JERSEY CERTIFICATE OF
AUTHORIZATION NO. 24GA28169800

22 Meridian Road, Suite 3
Eatontown, NJ 07724
Tel: 732.544.4565
Fax: 732.544.4555

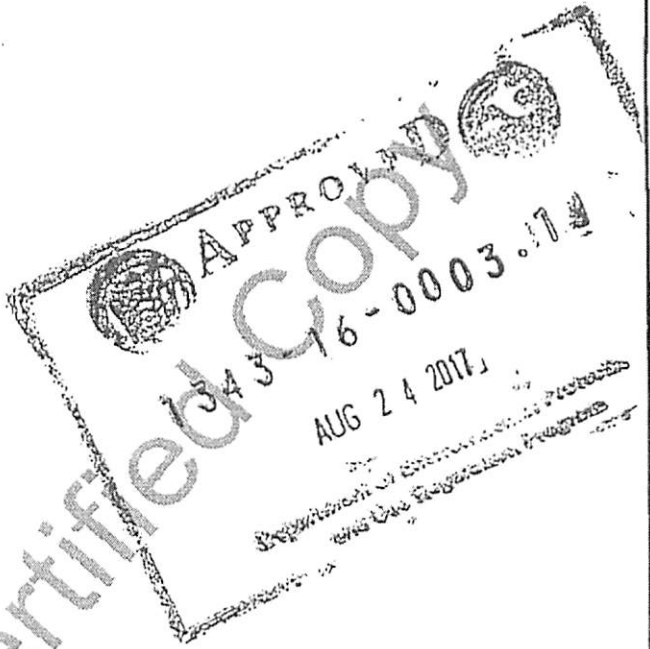
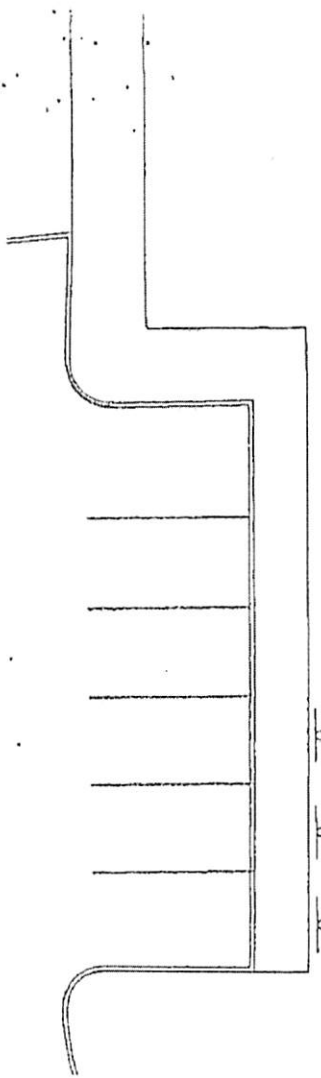
MARC S. LEBER
N.J. PROFESSIONAL ENGINEER, LICENSE NO. 246E04452400
N.J. PROFESSIONAL PLANNER, LICENSE NO. 33LI00589800

03-08-17
DATE

DATE: 04-04-16	PROJECT NUMBER: 14-414
SCALE: N/A	CHECKED BY: BNP

SHEET NO. 1 OF 5

ORIGINAL DOCUMENT POOR QUALITY

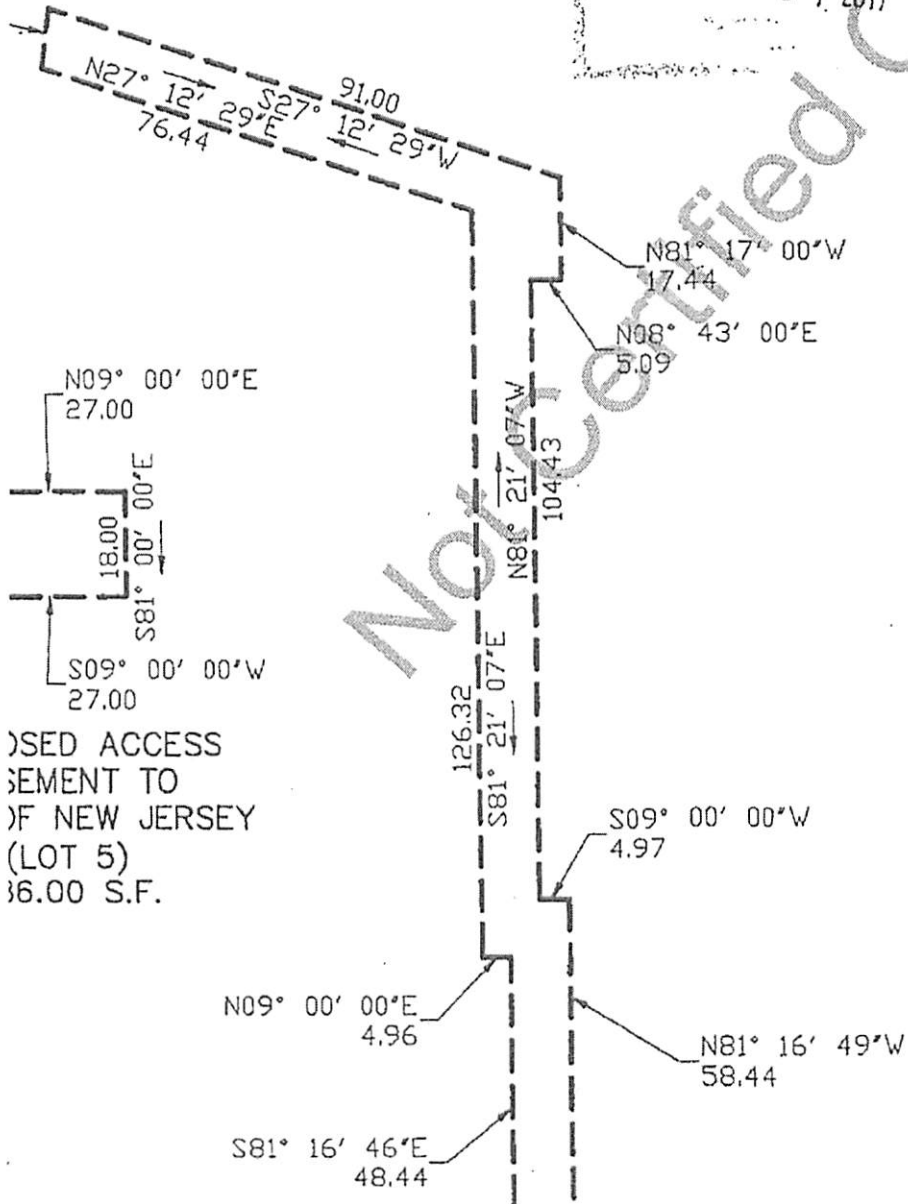


1	03-08-17	ADDED FEMA LINE
NO.	DATE	DESCRIPTION
<p>"TOMMY'S TAVERN" 1030 OCEAN AVENUE EXISTING CONDITIONS PLAN</p> <p>BLOCK 17, LOTS 4 & 5 BOROUGH OF SEA BRIGHT MONMOUTH COUNTY, NEW JERSEY</p>		
		22 Meridian Road, Suite 3 Eatontown, NJ 07724 Tel: 732.544.4565 Fax: 732.544.4555
NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 246A28169800		
		DATE: 04-04-16 SCALE: 1" = 20' PROJECT NUMBER: 14-414 CHECKED BY: BNP
MARG S. LEBER N.J. PROFESSIONAL ENGINEER, LICENSE NO. 340E04492400 N.J. PROFESSIONAL PLANNER, LICENSE NO. 33L100589800		DATE: 03-08-17 SHEET NO. 2 OF 5

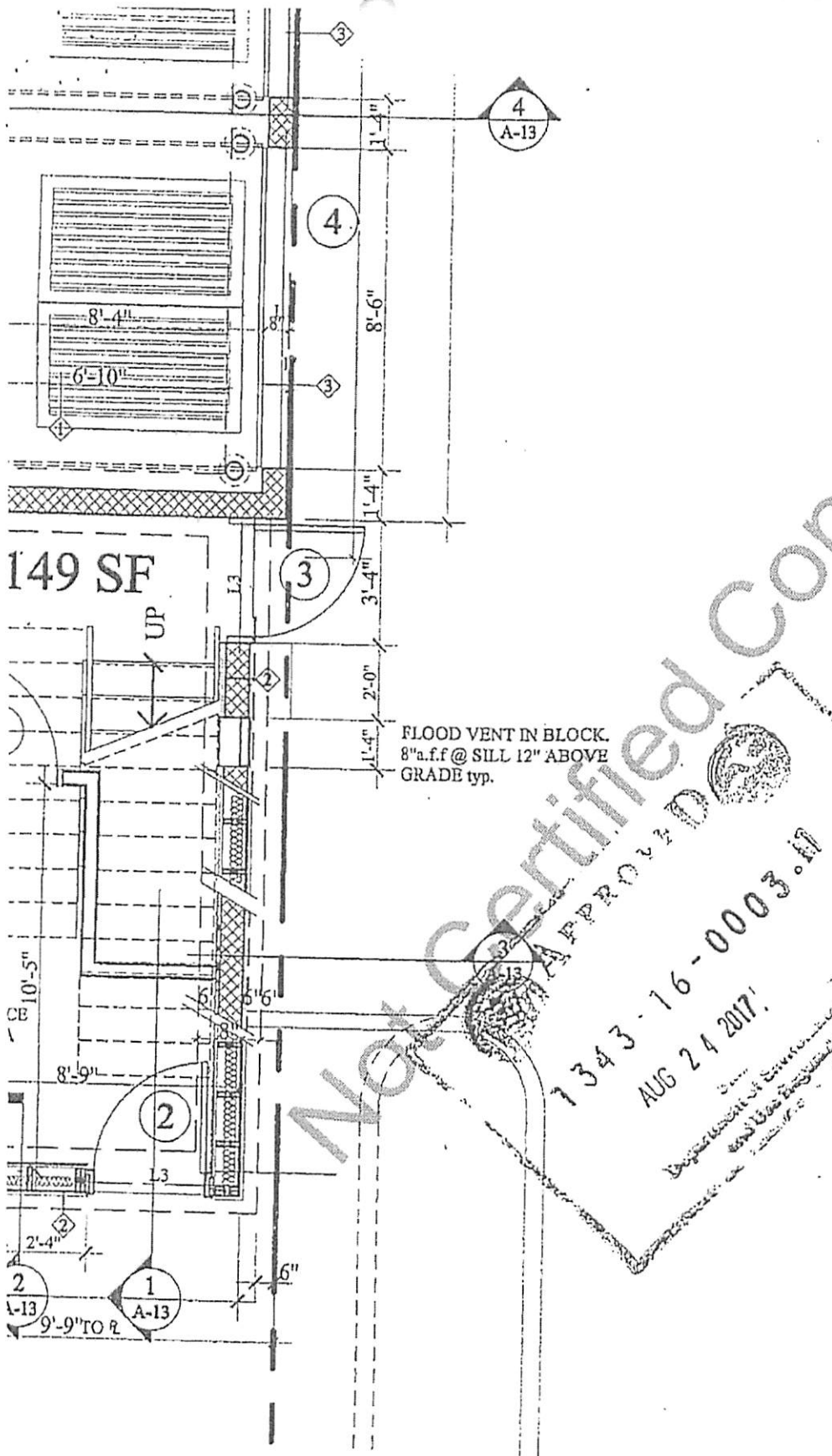
1345 0003 192

AUG 21 2017

Not Certified Copy



USED ACCESS
EMENT TO
OF NEW JERSEY
(LOT 5)
36.00 S.F.



AN AT ADDITION

1512

DATE: 4/24/17

PROJECT:
TOMMY'S TAVERN + TAP
 1030 OCEAN AVE.
 SEA BRIGHT, N.J.
 BLOCK 17, LOTS 4 & 5

DRAWING:
KEY PLAN, FIRST FLOOR PLAN & FLOOD VENT DETAIL

DRAWING NO:
A-3

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA

Not Certified Copy

Land Control Services, L.L.C.
620 Wardell Street
Long Branch, NJ 07740
(732) 229-7628

Description of Public Access Easement to the South Shrewsbury River

The property is situated in the Borough of Sea Bright, County of Monmouth, State of New Jersey, known as Lot 4, Block 17 on the current and official Tax Map and is more particularly described as follows;

Beginning at the ending point of the following course,

Beginning at a point in the Westerly side of Ocean Avenue also known as New Jersey State Highway Route No. 36, said point beginning distant Northerly 244.90' from the Northerly side of Peninsula Avenue with the Westerly side of Ocean Avenue, thence

Course (A) In a Westerly direction and along in part the southerly side of Lot 5 Block 17 on said tax map on a course of N.81° - 17' - 00'' W. a distance of 72.57' to the place of beginning and running thence;

- 1) In a Southerly direction and running thru in part lot 4 on a course of S.08° - 43' - 00'' W. a distance of 9.76' to a point in the face of a masonry building, thence;
- 2) In a westerly direction and along in part the face of a masonry building on a course of N.81° - 10' - 44'' W. a distance of 16.19' to a corner of said building, thence
- 3) In a Southerly direction and running along in part a side of a masonry building on a course of S.08° - 49' - 16'' W. a distance of 0.27' to a point, thence;
- 4) In a Westerly direction and thru in part Lot 4 on a course of N.81° - 17' - 00'' W. a distance of 31.56' to a point, thence;
- 5) In a Southerly direction on a course of S. 08° - 43' - 00'' W. a distance of 5.00' to a point, thence;
- 6) In a Westerly direction on a course of N. 81° - 17' - 00'' W. a distance of 127.05' to a point, said point being distant 10.00' at right angles from the face of the Bulkhead and the Mean High Water line of the South Shrewsbury River, thence;
- 7) In a Southerly direction and parallel to the Bulkhead South Shrewsbury River 10.00' at right angles there from on a course of S27° - 12' - 29'' W. a distance of 76.55' to a point in the face of a bulkhead and Mean High Water line of the South Shrewsbury River, thence;

Land Control Services, L.L.C.
620 Wardell Street
Long Branch, NJ 07740
(732) 229-7628

- 8) In a Westerly direction and along the face of said bulkhead and Mean High Water line of the South Shrewsbury River on a course of N. $73^{\circ} - 56' - 22''$ W. a distance of 10.19' to an angle point In said bulkhead, thence;
- 9) In a Northerly direction and along said bulkhead and Mean High Water line on a course of N. $27^{\circ} - 12' - 29''$ E. a distance of 99.00' to a point. Said point being the Southwest corner of Lot 6 on said tax map, thence;
- 10) In a Easterly direction and along in part the southerly side of Lot 6 on a course of S. $81^{\circ} - 17' - 00''$ E. a distance of 17.23' to a point, thence;
- 11) In a Southerly direction and at right angles to said lot line on a course of S. $08^{\circ} - 43' - 00''$ W. a distance of 5.00' to a point, thence;
- 12) In a Easterly direction on a course of S. $81^{\circ} - 17' - 00''$ E. a distance of 105.34' to a point, thence;
- 13) In a Northerly direction on a course of N. $08^{\circ} - 43' - 00''$ E. a distance of 5.00' to a point in the Southerly side of said lot 6, thence;
- 14) In a Easterly direction and along in part the Southerly side of Lot 6 on a course of S. $81^{\circ} - 17' - 00''$ E. a distance of 57.75' to the point and place of beginning.

Containing 2,731.88 square feet in area

It is the intension of this description to describe a 10' wide Public Access Easement over and across the subject property for the purposes of the public to have access to and from the South Shrewsbury River. Together with 3 (9.0'x18.0') Parking spaces also known as a Public Access Easement on Lot 5 on said Tax Map.

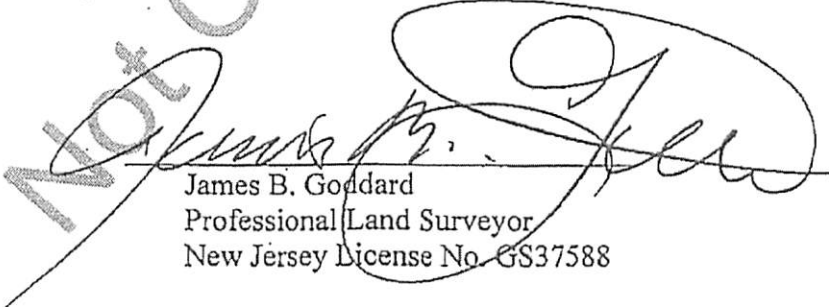

James B. Gourdard
Professional Land Surveyor
New Jersey License No. GS37588



EXHIBIT D
MAINTENANCE PLAN

1. Grantor agrees to maintain the Easement Areas at Grantor's expense.
2. Parking spaces reserved for the public cannot be removed without prior written approval by the Department.
3. "Maintenance" includes:
 - a. Removal of snow, ice, leaves, litter, debris, graffiti, and unauthorized signage from the Easement Areas,
 - b. Regular emptying of trash receptacles,
 - c. Maintaining the surface of the Easement Areas and the area underneath in good repair, reconstruction of any portion of the Easement Areas that may be necessary due to deterioration or destruction of the Easement Areas due to any cause including but not limited to wear and tear, fire, storm, subsidence or flood,
 - d. Maintenance and regular cleaning of drainage basins, grates or any other structure that may be designed to receive surface water runoff from the Easement Areas, maintenance of any lighting fixtures, trash receptacles and benches appearing on the final plans approved by the Department in writing pursuant to Permit No. 1343-16-0003.1 CAF170001 or any permit subsequently issued by the Department regulating the Property, and any other action consistent with these obligations which is necessary to effectuate permanent and convenient public access to the Easement Areas.

**RESOLUTION OF THE SEA BRIGHT UNIFIED PLANNING BOARD
GRANTING AMENDED SITE PLAN APPROVAL FOR LOT 4 AND USE VARIANCE,
PRELIMINARY & FINAL SITE PLAN APPROVAL FOR LOT 5
RE: 1030 PARTNERS LLC
1030 OCEAN AVENUE
BLOCK 17, LOT 4
1010 OCEAN PARTNERS LLC
1010 OCEAN AVENUE
BLOCK 17, LOT 5
PBZB-2017-21**

WHEREAS, the Applicants 1030 Partners, LLC, owner of the premises commonly known as 1030 Ocean Avenue and 1010 Ocean Partners, LLC, owner of the property commonly known as 1010 Ocean Avenue, the "Subject Properties," have filed a joint application regarding their respective properties which adjoin and are contiguous and will be used in conjunction with each other; and

WHEREAS, 1030 Partners, LLC, owner of the premises commonly known as 1030 Ocean Avenue, Block 17, Lot 4, Sea Bright, New Jersey has applied to the Unified Planning Board for amended site plan approval for additional site improvements, modifications to prior site plan approval, relief from certain conditions imposed by prior site plan approval, which include the relocation of the trash enclosure, elimination of the bollards, improvement to the rear yard area, use of second floor for private parties, additional restrooms, stairwell for second floor access, bulk variances for front yard setback, side yard setback, combined side yard setback, additional building façade sign and parking variance, waiver for off-street loading area; and

WHEREAS, 1010 Ocean Partners, LLC, owner of the premises commonly known as 1010 Ocean Avenue, Block 17, Lot 5, Sea Bright, New Jersey has applied to the Unified Planning Board for use variance, preliminary and final site plan approval for construction of accessory parking lot to serve adjoining lot 4, , bulk variance and design waivers; and

WHEREAS, Applicants sought design waivers and waiver from the submission of an environmental impact statement; and

WHEREAS, this matter was originally noticed for June 12, 2016 at which time the meeting was carried with no testimony being taken; Applicants re-noticed for the July 12, 2016 meeting and testimony was heard at this meeting and the August 9, 2016 meeting. Mr. Gasiorowski, attorney for an interested party objected to the hearings based on alleged violations

of the OPMA. Thereafter, the Board and the Applicant re-noticed for a special meeting on October 27, 2016 and the Applicant started the application anew; and

WHEREAS, the Applicant has provided due notice to the public and all surrounding properties as required by law, has caused notice to be published in the official newspaper in accordance with N.J.S.A. 40:55D-1 et. seq., this Board gaining jurisdiction therein and public hearings having been held on this matter at Board meetings of October 27, 2016, December 6, 2016, March 28, 2017 and May 9, 2017, at which time all persons having an interest in said Application were given an opportunity to be heard, and

WHEREAS, the Applicant appeared and marked into evidence certain documents including the following:

- A-1 Jurisdictional Packet
- A-2 Architectural Plans by Stephen Raciti dated 10-10-16
- A-3 Review letter from David Hoder, Board Engineer dated 10-24-16
- A-4 Review letter from David Hoder, Board Engineer dated 9-26-16
- A-5 Site Plan prepared by Marc Leber, P.E. dated 8-9-16, Sheet 3 of 5
- A-6 Plan by Raciti depicting revised trash room, rear patio additions, dated 9-12-16
- A-7 Sheet 3 of 5 of Site Plan by Leber revised to 12-15-16
- A-8 Site Plan sheet prepared by Marc Leber with recommendation to the parking plan by Borough Engineer T&M Associates overlaid with red notations
- A-9 Revised Architectural Plans by Raciti, sheets A-1,2,3,4 dated 11-15-16
- A-10 Composite wood sign
- A-11 Revised plans East Point Engineering, Marc Leber revised to 3-8-17
- A-12 Aerial of property pre-Sandy
- A-13 Aerial of property post-Sandy
- A-14 Aerial view, Google Map Ocean Avenue Tommy's to River Street
- A-15 Aerial view, Google Map
- A-16 2 photos, before & after
- A-17 Raciti architectural plan sheet A-2 revised to 5-1-17
- A-18 "Alternative B" updated layout of Sheet 3 of 5 of Exhibit A-11, revised to 5-5-17

A-19 Photo of sample clock by Birden Mfg

WHEREAS, the Michael Lipari Esq. appeared on behalf of objector Nautilus Condominium Association, presented testimony from Professional Planner Andrew Thomas and marked into evidence certain documents including the following:

- N-1 Photo of interior of restaurant
- N-2 Monmouth County Preliminary Local Engineering Phase for MC Bridge S-32, Rumson Road, CR520, Common Stakeholder Meeting #2, April 5, 2016
- N-3 Photo of front and rear seating
- N-4 Photo of signage
- N-5 NJDEP aerial 2015 with markings
- N-6 2 photos from 2nd floor of Nautilus 6-7-16
- N-7 Photo looking north from rear of Tommy's
- N-8(ID only) Rt. 36 & Rumson Rd Operation & Access Improvement Preliminary Design dated April 2016 from Monmouth County Website
- N-9 Letter from Michael Lipari Esq. dated 5-9-17 withdrawing objection on behalf of Nautilus Condominium Association.

WHEREAS, the Objector Regina Maciewicz appeared and marked into evidence certain documents including the following:

- RM-1 2 photos presented by Regina Maciewicz

WHEREAS, the Ronald Gasiorowski appeared on behalf of Objector Henry Gelhaus, a resident of Rumson; and

WHEREAS, members of the public were given the opportunity to be heard regarding the Application; and

WHEREAS, the Board having considered the evidence presented, made the following findings:

1. The owner of lot 4 is 1030 Partners LLC. The Applicant previously received site plan approval for a restaurant with outdoor seating in the front and rear and partial approval and partial denial of an amended site plan for improvements on lot 4. The prior resolutions are

incorporated herein by reference. Tommy's Tavern, a two story restaurant with accessory offices and storage located on the second floor is located on lot 4. There is also an outdoor dining area in the front and rear, a trash enclosure and walk-in cooler.

2. The owner of lot 5 is 1010 Ocean Partners, LLC. Lot 5 has frontage on Ocean Avenue and Rumson Road and is subject to an easement to the Nautilus Condominium for egress. Both lots are in the BR Zone.

Both entities are owned by the same principals. Under normal circumstances, the lots would be held in the same name and would merge, however due to the environmental issues on lot 5, a former gas station, it was necessary to title the lots in separate ownership. This separate ownership gave rise to a use variance for the parking lot on lot 5.

The Applicant **STIPULATED** that as long as the use on lot 4 is dependent on the parking on lot 5, the two lots cannot be sold separately from each other. Applicants will file a deed restriction on both lots setting forth that; "The Sea Bright Unified Planning Board granted a use variance to allow lot 5 to be used as an accessory parking lot exclusively for the benefit of lot 4. Bulk variances were granted for lot 4 based on the availability of the accessory parking lot on lot 5 to be used exclusively for the benefit of lot 4. Lot 5 is accessory to lot 4 and the two lots cannot be sold separately from each other. In the event that the use on lot 4 is no longer dependent on the parking on lot 5, the owners may apply to the Sea Bright Planning Board for removal of this restriction."

3. The Applicant seeks to make improvements to the rear yard area of lot 4, including gathering areas with seating, increased landscaping, fencing, boardwalk and gates separating the dining area from the rear gathering area. The Applicant will provide the landscaping and improvements as set forth on the Raciti plan revised to 5-1-17.

4. The Applicant also seeks to improve the rear outdoor patio dining area by adding a canopy and acoustic tiles to dampen the noise. On the north side will be a drop down panel with acoustic panels. The Applicant **STIPULATED** that this will remain down at all times that the outdoor dining is in use. There was extensive testimony regarding the canopy and noise attenuation practices and devices to be installed. The Board found that the proposed improvements would have a positive effect on noise reduction.

5. The plans originally included corn hole and bocce courts in the rear yard area. There was much discussion by the Board and objectors regarding the noise emanating from the

open rear of the site. After discussions with representatives from the Nautilus, Applicant **STIPULATED** that it would remove the bocce courts. The Board found that the corn hole games as depicted on the Raciti plan would be used by children and patrons waiting to be seated and would not attract additional patrons. The Board found that similar type games are often found in restaurant waiting areas. The corn hole and the entire rear yard area (exclusive of the outdoor rear dining patio) will be closed to all patrons at 10:00 p.m. each night. There will be no other outdoor games aside from the corn hole as depicted on the approved Raciti plan.

The Applicant testified that since opening the restaurant, he has discovered that he needs additional space for customers waiting for dining tables. The rear grove area will eliminate congestion in front of the restaurant on the public sidewalks, inside the restaurant interfering with the operation and will provide a safe waiting area. Under the current operation, waiting patrons who congregate both inside and outside the restaurant create safety issues by standing in aisles, on public sidewalks and any available space both inside and out. The modification of the prior restriction of the rear yard area is warranted by the on-site conditions and provides for better flow and safety.

6. The rear outdoor patio dining area will be separated from the rear yard gathering space or "grove area" as set forth on the Raciti plan date 11-15-16, revised to 5-1-17. Gates between the rear yard and patio dining area will be closed at 10:00 pm and all patrons will be directed to vacate the rear yard at that time. There will be no access to the rear yard area after 10:00 p.m. The Applicant **STIPULATED** to this and the Board made it a **CONDITION** of approval.

7. Based upon concerns from the Board, the Applicant **STIPULATED** that there would be no wait service to the rear yard area – no food or drinks will be served in this area.

The Board was concerned with patrons ordering food inside and bringing it to the rear. The Applicant **STIPULATED** that no person would be served food unless they were seated at a dining table in the permitted dining areas or at a permitted bar.

8. The rear yard improvements included a proposal to expand and relocate the trash enclosure to the north side of the restaurant, along the access driveway on lot 5 with a state of the art trash system as set forth on the plans. The Board found the relocation made for easier trash pickup and provided a much more aesthetically pleasing facility. Applicant presented a system which would greatly reduce any odors and nuisance emanating from the trash receptacles.

9. The Board found that the improvements to the rear yard “grove” or “gathering” area and the patio dining area would be an improvement both aesthetically and in noise reduction. The rear “grove” area is incidental to the restaurant use, will be limited to 79 sitting and standing patrons and will only be utilized seasonally, as weather permits. The Board found that the improvement to this area took advantage of the riverfront location and encouraged use and appreciation of the waterfront. The Boardwalk and bulkhead improvements are consistent with the goals of the Master Plan.

10. Ronald Gasiorowski, Esq. appeared on behalf of Henry Gelhaus, a resident across the river. Mr. Gasiorowski questioned witnesses concerning noise resulting from the large numbers of patrons congregating in the rear yard. He also questioned the adequacy of the parking. The Board found that the sound attenuation additions to the rear dining area, including canopy with sound dampening panels, landscaping and closing the rear yard at 10:00 pm would significantly reduce any unreasonable noise. The use is a permitted use in the zone and the activities and site plan as revised are reasonable for a restaurant use. Mr. Gasiorowski, on behalf of Mr. Gelhaus did not present any witnesses regarding the alleged noise or parking issue.

Applicant’s planner, Andrew Janiw , testified that the majority of restaurants in Sea Bright do not have accessory parking lots and rely upon public parking lots and on-street parking to provide for patron parking . With the acquisition of lot 5 for parking accessory to lot 4, the Applicant has provided off-street parking where none previously existed. The board finds that the applicant’s professional planner's testimony is accurate in respect to this issue.

Additionally, the applicant’s traffic expert John Jahr testified that in his opinion the additional impact to the requirement for parking would be minimal in light of the fact that there is adequate public parking in the immediate area, the rear yard use and outdoor dining area is limited to seasonal operations , the rear yard area will be close at 10 PM, and essentially be utilized for those existing patrons waiting for a table. The second floor is limited to private parties and the additional parking provided on lot five 29 spaces will mitigate the effect of the lack of on-site parking. Mr. Jahr also testified that many of the beachgoers who are already parked in town on the street or in public parking lots will simply utilize the same space after leaving the beach to frequent the restaurant.

11. Michael Lipari, attorney for Nautilus Condominium Association presented testimony from Andrew Thomas, Professional Planner. However, by letter marked as Exhibit N-9, Nautilus withdrew its objection to the application.

12. An issue was raised concerning outdoor patio dining areas and whether same constituted a non-permitted use which would require a use variance. The Board found that outdoor dining on decks and patios located immediately adjacent to the restaurant was part and parcel of a restaurant use, especially in a seashore town. The Board also found that under the Sea Bright ordinance definition of building, the outdoor dining area was part of the restaurant building and accordingly was not a separate use which required a use variance.

13. The Applicant's engineer testified that the approved trash enclosure was located in the rear of the site which is now being improved with the landscaping and gathering areas. Locating the trash enclosure in this area detracted from the enjoyment of the waterfront and negatively impacted the operation of the restaurant. Applicant requested the trash enclosure to be located to the northerly side of the building, in a building located along the existing driveway. It would be accessed through lot 5 which will be improved as a parking lot accessory to lot 4. The Applicant offered extensive testimony concerning the trash enclosures. Same will have drains, grease interceptors, seals around the doors, ventilation, a plant based atomizer system to eliminate odors.

The Board was concerned with the location of the trash enclosures and the proximity to the Nautilus. The Board found that the Applicant made extensive improvements to make the enclosures attractive and to minimize any negative impact.

There was concern that access to the Nautilus easement would be impacted by the location of the trash enclosures. The Applicant's engineers testified and brought literature regarding the measures that will implemented to mitigate any potential nuisance from the trash enclosures. The Applicant **STIPULATED** that if the atomizer system was not effective in eliminating odors, it would install air conditioning.

14. With the improvements to the rear yard and relocation of the trash enclosures, there will be no vehicular access to the rear. Accordingly, the bollards that were required under the original approval to separate the outdoor rear patio dining area from the rear yard are no longer necessary. The Board specifically removed this requirement/condition of the original resolution of approval.

15. The Application also proposed a 107 s.f. addition to and completion of the 2nd floor to provide for private parties, administrative office, storage and restrooms. Applicant also proposed a first floor addition for a stairway, which gave rise to a bulk variance for front, north side yard and combined side yard setback. The additional stairway will provide a second access to and from the 2nd floor which will be a significant safety improvement.

The south side setback did not change in this application and is a pre-existing nonconformity, which the Board recognized and granted relief in the prior approvals. However, the North side setback and the combined side setback does change due to the proposed trash room and stairwell enclosure which is adjacent to the property line to the North. Consequently, a variance is required for side yard setback to the North and a modification to the combined side yard setback. The additional stairway will provide a second means of ingress and egress to and from the second floor which is a fire code requirement and will result in significant enhancement of safety issues associated with the restaurant operation. Additionally, intrusion into the Northerly side yard setback provides for a state of the art trash room which will mitigate unsightly features associated with such structures and odors emanating therefrom. Furthermore the Board finds that the proposed trash enclosure provides for a much better trash enclosure having solid wall sides, garage style doors and a roof. The benefits derived from the deviation from the zoning ordinance requirements for side yard setback and combined side yard setback substantially outweigh any detriment caused by of the deviation. Furthermore, the modification to the side yard setback by reason of the trash enclosure and the stairwell is not the entire length of the side yard but only a fraction or portion thereof in light of the length or depth of the property, The intrusion into northerly side yard setback is adjacent to the accessory parking lot which serves the restaurant and not adjacent to the neighbors to the north. Therefore, the Board finds the granting of the variance is appropriate under the circumstances.

16. The Applicant proposes an additional facade or building sign facing north which allows the traveling public to be aware of the location of the restaurant in advance of approaching the site which provides for public safety and convenience for the motoring public. It is not a large size and is not out of character with other signage in the downtown area. As a result of same there will still only be two (2) building signs on the restaurant one facing East and the other sign facing North. 17. The Applicant also proposed enlarging the front patio with new brick pavers and extending the front planter. The Applicant **STIPULATED** that seating in

the front patio area will not be increased. The additional area will make it more aesthetically pleasing and roomier for patrons and servers. The Applicant also **STIPULATED** that it will install a street light and pole provided by the Borough or as otherwise directed by the Borough Engineer in accordance with the Streetscape Plan.

18. Under the original approval a parking variance was granted where 135 parking spaces were required and 0 were provided.

With the additions proposed under this amended site plan, an additional 53 spaces are required. Applicant proposes 29 parking spaces on lot 5. The Board found that the variance for 24 parking spaces was reasonable given the downtown location and the availability of the public parking lots.

19. Utilization of the second floor of the restaurant for private dining was not in contemplation of the applicant at the time of its first site plan application. The second floor was restricted to administrative offices and storage and the applicant was not permitted to provide for any dining on the second floor.

The Applicant testified that since he opened in 2015 he has numerous requests from patrons for private parties. This was not contemplated by the applicant at the time of his initial application. The Board found that allowing the second floor use for private parties would help alleviate congestion on the first floor by large parties. The Applicant testified that he did not contemplate the need for space to accommodate large parties in his original plans.

Applicant is requesting use of the second floor for private parties, only. Such use gives rise to the need for an additional 53 parking spaces.

The Applicant has acquired, through the entity known as 1010 Ocean Partners, LLC, adjacent lot 5 which Applicant proposes to be used as a parking lot servicing lot 4. Proposed lot 5 will accommodate 27-31 parking spaces (depending on the Parking Alternative utilized as discussed hereafter). A parking variance was granted under the prior approval where 135 spaces were required and 0 provided. Use of the 2nd floor for private dining will require 53 spaces and Applicant seeks variance approval where 27-31 spaces are proposed on lot 5.

The Board was concerned that the 2nd floor would be used for public dining and use. In response, the Applicant **STIPULATED** that the 2nd floor (excluding the office and storage area) would be limited to private parties and would not be used for public dining or nightclub use. The

areas designated as office and storage will be used only for those purposes and may not be used for parties.

The Board felt that the additional bathrooms on the second floor were a benefit to the operation of the restaurant and to the patrons. The Applicant **STIPULATED** that the upstairs bathrooms would be available to the general public and not limited to the private parties. To that end, signage will be placed alerting the downstairs patrons of additional restrooms upstairs.

20. In the initial application, Board members expressed their concerns with parking and patrons crossing Ocean Avenue. The Applicant **STIPULATED** that it would apply to NJDOT for a crosswalk over Ocean Avenue to the site. This condition will remain, however a denial of such request by NJDOT shall not negate any approvals granted herein or in any prior Resolution .

21. The improvements to the second floor include an emergency stairwell which “bumps out” from the front corner of the building, giving rise to a front setback variance where 25’ is required and 20.66’ is proposed. The Board found the configuration of the stairwell was the best plan, improved safety and was the least intrusive.

22. The Board found that the granting of the above described bulk variances will have no substantial detrimental impact on surrounding properties nor will it substantially impair the intent and purpose of the zone plan and zoning ordinance.

23 The amended site plan seeks approval for construction of an accessory parking lot on adjacent lot 5 for the use of the restaurant known as Tommy’s Tavern with variances and design waivers for parking in the front yard and landscape buffers and Environmental Impact Statements..

The existing lot coverage on lot 5, at 96.19% exceeds the permitted 70% lot coverage. Under Alternative I as set forth hereinafter, Applicant proposes 72.5% lot coverage where 70% is permitted. Under Alternative II as hereinafter described, Applicant proposes lot coverage of 94%.

24. The Applicant proposed a revision to this parking lot as shown on Exhibit A-11, revised plans by East Pointe Engineering revised to 3-8-17. (Alternative I). Engineer Marc Leber testified that these revisions will eliminate access to the parking lot from Ocean Avenue. Access to the parking lot will be via Old Rumson Road. Egress will continue to be in the same

location, consistent with the Nautilus easement. The Applicant **STIPULATED** that the painted island on the South East side off Old Rumson Road will mimic the shape as the curbed island in the Northeast side of the parking lot. This lot configuration will yield 29 parking spaces.

25. The Applicant revised the lot 5 parking lot plans several times after discussions with the Nautilus, the County Engineers and the Borough Engineer. Many revisions were due to the projected replacement of the bridge between Sea Bright and Rumson, Bridge S-32.

The Applicant presented Exhibit A-18 which includes "Alternative II", an updated layout of the parking lot depicted on Sheet 3 of 5 of Exhibit A-11 revised to 5-5-17. There exists a possibility that with the new bridge construction, no left turn will be permitted onto Old Rumson Road. This would cause Nautilus residents and Tommy's patrons utilizing this parking lot to be forced to proceed northerly on Ocean Avenue and make a U-turn at some point. Alternative II will reconfigure the parking lot and allow ingress and egress into the parking lot and the Nautilus Condominium from the easement/driveway on the south side of the lot. This plan foresees the vacation of a portion of Old Rumson Road due to the new bridge and bridge access alignment. The new configuration would yield a total of 31 parking spaces.

There was discussion that vacation of a portion of Old Rumson Road may not occur. In such event, Alternative II could still be constructed with the loss of 4 parking spaces, yielding a total of 27 spaces.

The Board agreed that if a left turn onto Old Rumson Road was prohibited after the bridge construction, that Alternative II was warranted, either with or without the vacation of a portion of Old Rumson Road. The Board agreed to the parking variance for either the 27 space layout (shortage of 26 spaces as 53 spaces are required) in the event of no vacation of all or part of Old Rumson Road; or the 31 space layout (shortage of 26 spaces where 53 spaces are required) in the event the vacation occurs.

Under either parking lot Alternative I or II, Applicant will extend the treescaping which currently exists in front of the Tommy's restaurant to the front of the parking lot on lot 5 to provide a buffer and screen from Ocean Avenue. All such landscaping shall be in accordance with the Borough Streetscape Plan and approved by the Borough engineer.

26. The Applicant also sought approval for the placement of a decorative free-standing clock as described in Exhibit A-19, black with gold accents. The Board found that this would be

attractive and improve the Borough streetscape. The Board granted approval for same subject to the approval and compliance with the Borough Streetscape Plan.

27 The Applicant **STIPULATED** that any damage, disruption to the Borough property, sidewalk, curbing, plantings, lighting, and fixtures will be restored to fully conform with the Borough Streetscape Plan.

28. The Board found that the granting of the bulk variances described above will have no substantial detrimental impact on surrounding properties nor will it substantially impair the intent and purpose of the zone plan and zoning ordinance.

29. The Board finds that the concessions made by the Applicant as described above and the changes to the operations will be a substantial benefit to the neighboring properties in terms of noise and nuisance.

30. The Board finds that the changes made in the plans address many of the current complaints surrounding the restaurant and will improve current conditions.

31. The Board finds that the proposed amended site plan and the addition of the proposed parking lot will result in substantial aesthetic improvements including the trash system, reduction of noise with the additional landscaping and sound attenuation measures and the provision of parking.

32. The owner of lot 4 is 1030 Partners LLC. The owner of lot 5 is 1010 Ocean Partners, LLC. Lot 5 has frontage on Ocean Avenue and Rumson Road and is subject to an easement to the Nautilus Condominium for egress. Both lots are in the BR Zone.

Both entities are owned by the same principals. Under normal circumstances, the lots would be held in the same name and would merge. However due to the environmental issues on lot 5, a former gas station, it was necessary to title the lots in separate ownership. This separate ownership gives rise to a use variance for the parking lot on lot 5. The Board found that the use variance was technical in nature arising due to the separate ownership. The Board found that the provision of parking for the business on lot 4 was a substantial benefit. The Board found that the **STIPULATION** that and the above described deed restriction warranted the use variance as the lots would be used as one, with lot 5 being accessory to lot 4.

33. The Board further found that the use of lot 5 for accessory parking for lot 4 was a benefit to the neighborhood. Lot 5 was previously used as a gas station/convenience store and the proposed use will eliminate the prior non-conforming gas station. The parking lot will add to

on-street parking by eliminating a curb cut. The proposed use will provide modern LED lighting which will provide less glare than the gas station. Although a free-standing lot is not a permitted use, the Board finds this use more compatible to the zone than the prior use and will be used only in conjunction with the permitted use on lot 4. Additionally, the lot coverage on lot 5 will be reduced from the pre-existing use and conditions on the property including the gas station and convenience store. The Board recognizes the need for parking and finds that the provision of additional off-street parking substantially outweighs any detriment arising from the lot coverage. The new plan also incorporates some streetscape improvements and improves the overall aesthetics of the property, warranting the lot coverage variance.

34 Accordingly, the Board finds that lot 5 is particularly suited for use as a parking lot accessory to lot 4.

35. The Board finds that the proposed parking lot use encouraged the appropriate use or development of the property in a manner which will promote the public health, safety and general welfare. The Board further finds that the use of lot 5 for parking benefitting the permitted use on lot 4 provided sufficient space in an appropriate location for a variety of commercial uses and open space; provided adequate light, air and open space; encouraged the free flow of traffic and promoted a desirable visual environment.

36. The Board finds that the grant of the use variance for parking on lot 5 will not result in any substantial detriment to the neighborhood.

The Board further finds that the grant of the use variance for parking on lot 5 will not impair the intent and purpose of the zone plan and zoning ordinance. The parking will be for the use of the permitted use on lot 4.

37. The Board further finds, after evaluating all of the evidence and testimony the Board found that the applicant has met the enhanced burden of proof as to the positive and negative criteria as set forth in Medici v. BPR Co., 107 N.J. 1 (1987).

38. The Planning Board makes no finding as to any settlement agreement between the Applicant and Nautilus Condominium Association or as to the ability to make a left turn into Old Rumson Road.

NOW THEREFORE BE IT RESOLVED, that the Unified Planning Board of the Borough of Sea Bright, based upon the findings of fact set forth herein, preliminary and final amended site plan with the bulk variances, design waivers and sign variances for lot 4 set forth above and preliminary and final site plan approval with bulk variances and use variance for lot 5, design waivers and waiver from EIS be approved subject to the following conditions;

GENERAL CONDITIONS

1. The applicant shall submit proof of payment of all real estate taxes applicable to the property and payment of all outstanding and future fees and escrow charges, posting of all performance guarantees, if any, in connection with the review of this application prior to and subsequent to the approval of this application.

2. The applicant must obtain the approval of all necessary and appropriate governmental agencies and compliance with all applicable governmental regulations, including but not limited to CAFRA, except those specifically waived or modified in this Resolution.

3. The applicant shall comply with all building, FEMA and fire codes including but not limited to, entrances and exits.

4. The accuracy and completeness of the submission statements, exhibits and other testimony filed with or offered to the Board in connection with this application, all of which are incorporated herein by reference and specifically relied by the Board in granting this approval. This condition shall be a continuing condition, which shall be deemed satisfied unless and until the Board determines (on Notice to the applicant) that a breach thereof.

5. All stipulations agreed to on the record, by the applicant.

6. In the event that any documents require execution in connection with the within approval, such documents shall not be released until all of the conditions of the approval have been satisfied unless otherwise expressly noted.

7. The Applicant shall pay to the municipality any and all sums outstanding for fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvements and other purposes authorized by the MLUL.

8. The Applicant shall furnish such Performance Guarantees and/or Maintenance Guarantee as may be required pursuant to the MLUL and the Sea Bright Ordinances.

9. No site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Board.

10. No mechanicals will be located in the setbacks other than as specifically approved.

11. Applicant shall provide 4 copies of the final revisions to A-1 to the Board Secretary.

SPECIFIC CONDITIONS.

1. As long as the use on lot 4 is dependent on the parking on lot 5, the two lots cannot be sold separately. The Applicants shall record a deed for each lot which shall contain a restriction setting forth: "The Sea Bright Unified Planning Board granted a use variance to allow lot 5 to be used as an accessory parking lot exclusively for the benefit of lot 4. Bulk variances were granted for lot 4 based on the availability of the accessory parking lot on lot 5 to be used exclusively for the benefit of lot 4. Lot 5 is accessory to lot 4 and the two lots cannot be sold separately from each other. In the event that the use on lot 4 is no longer dependent on the parking on lot 5, the owners may apply to the Sea Bright Planning Board for removal of this restriction."

The form and substance of the Deed to be approved by the Board attorney.

2. No bocce courts will be placed in the rear yard area.

3. The rear outdoor patio dining area will be separated from the rear yard gathering space or grove area as set forth on the Raciti Plan dated 5-1-17. Gates between the rear yard and patio dining area will be closed at 10:00 pm and all patrons will be directed to vacate the rear yard at that time. There will be no access to the rear yard area after 10:00 p.m. and no patrons will be permitted in the rear grove area after 10:00 p.m..

4. There will be no wait service to the rear yard grove area – no food or drinks will be served in this area. Wait service will not be permitted beyond the previously approved rear dining patio.

5. No person will be served food unless they are seated at a dining table in the permitted dining areas or seated at a permitted bar.

6. The Applicant's engineers testified and brought literature regarding the measures that will implemented to mitigate any potential nuisance from the trash enclosures. The Applicant

agrees that if the atomizer system is not effective in eliminating odors, it will install air conditioning into the trash enclosure.

7. Seating in the front patio area will not be increased.

8. Applicant will install a street light and pole provided by the Borough in accordance with the Streetscape Plan.

9. The 2nd floor (excluding the accessory office and storage area) will be limited to private parties and will not be used for public dining or nightclub use. The areas designated as office and storage will be used only for those purposes and may not be used for parties.

10. The upstairs bathrooms will be available to the general public and not limited to the private parties. To that end, signage will be placed alerting the downstairs patrons of additional restrooms upstairs.

11. The Applicant will apply to DOT for a crosswalk over Ocean Avenue to the site. However a denial of such request by NJDOT shall not negate any approvals granted herein or in any prior Resolution.

12. Any damage, disruption to the Borough property, sidewalk, curbing, plantings, lighting and fixtures will be restored to fully conform to the Borough Streetscape Plan.

13. The painted island on the South East side off Old Rumson Road will mimic the shape as the curbed island in the Northeast side of the parking lot or as directed by the Planning Board or Borough Engineer.

14. In the event parking for at least 27 cars is no longer available on lot 5 for the benefit of lot 4, the approval for the use of the second floor for a private dining room shall be rescinded.

15. The drop down curtain or stationary barrier on the Northside of the canopy over the rear dining area will remain down at all times that the outdoor dining is in use.

BE IT FURTHER RESOLVED that this Resolution memorializes the action taken by the Unified Planning Board at its meeting of June 27, 2017.

BE IT FURTHER RESOLVED that the Chairman and Board Secretary are hereby authorized to sign any and all documents necessary to effectuate the purpose of this Resolution;

BE IT FURTHER RESOLVED that the Board Secretary is hereby authorized and directed to cause a certified copy of this Resolution to be sent to the Applicant, the Borough

Clerk, the engineer, tax assessor and the zoning officer and to make same available to all other interested parties and to cause notice of this Resolution to be published in the official newspaper at the Applicant's expense.

Adopted on a roll call on a motion by Chairman Cunningham
and

Seconded by Stephen Smith

[Signature]

Lance Cunningham, Chairman
Sea Bright Planning/Zoning Board

I certify the foregoing to be a true copy of a Resolution by the Sea Bright Planning/Zoning Board memorialized on

[Signature]
Kathy Morris, Secretary
Sea Bright Planning/Zoning Board



1030 Partners LLC
1030 Ocean Avenue
APPLICATION Block 17 Lot 4
1010 Ocean Avenue
Block 17 Lot 5

Chairman Cunningham MADE A MOTION TO

Approve

SECONDED BY Elizabeth Degulio

ROLL CALL:

PLANNING BOARD MEMBERS:

CASHMORE	<u>yes</u>
CUNNINGHAM	<u>yes</u>
DEGULIO	<u>yes</u>
DESIO	<u>yes</u>
LECKSTEIN	<u>Conduct</u>
LONG	<u>Absent</u>
NOTT	<u>Absent</u>
SCHWARTZ	<u>yes</u>
SMITH	<u>yes</u>

ONLY VOTES TO MAKE NINE VOTES IF NEEDED

McGINNLEY (ALT 1)	<u>Absent</u>
DUFFY (ALT 2)	<u>Absent</u>

CRIMPEX SIGN LIGHT FIXTURES
40 W EACH TO MATCH EXISTING
SIGN WITH PAINTED LETTERING
(SEE PLAN)



NOTES:
DO SIGN @ EAST ELEV - 50 SQ FT
AREA @ REAR 1st FLOOR -
FT @ 100% = 112 SQ FT
SIGN - 34 SQ FT
2 FT TOTAL SIGN AREA
8 IDENTIFICATION WALL SIGN
THE VARIANCE RELIES
THE FOR 367 NORTHERN SIGN

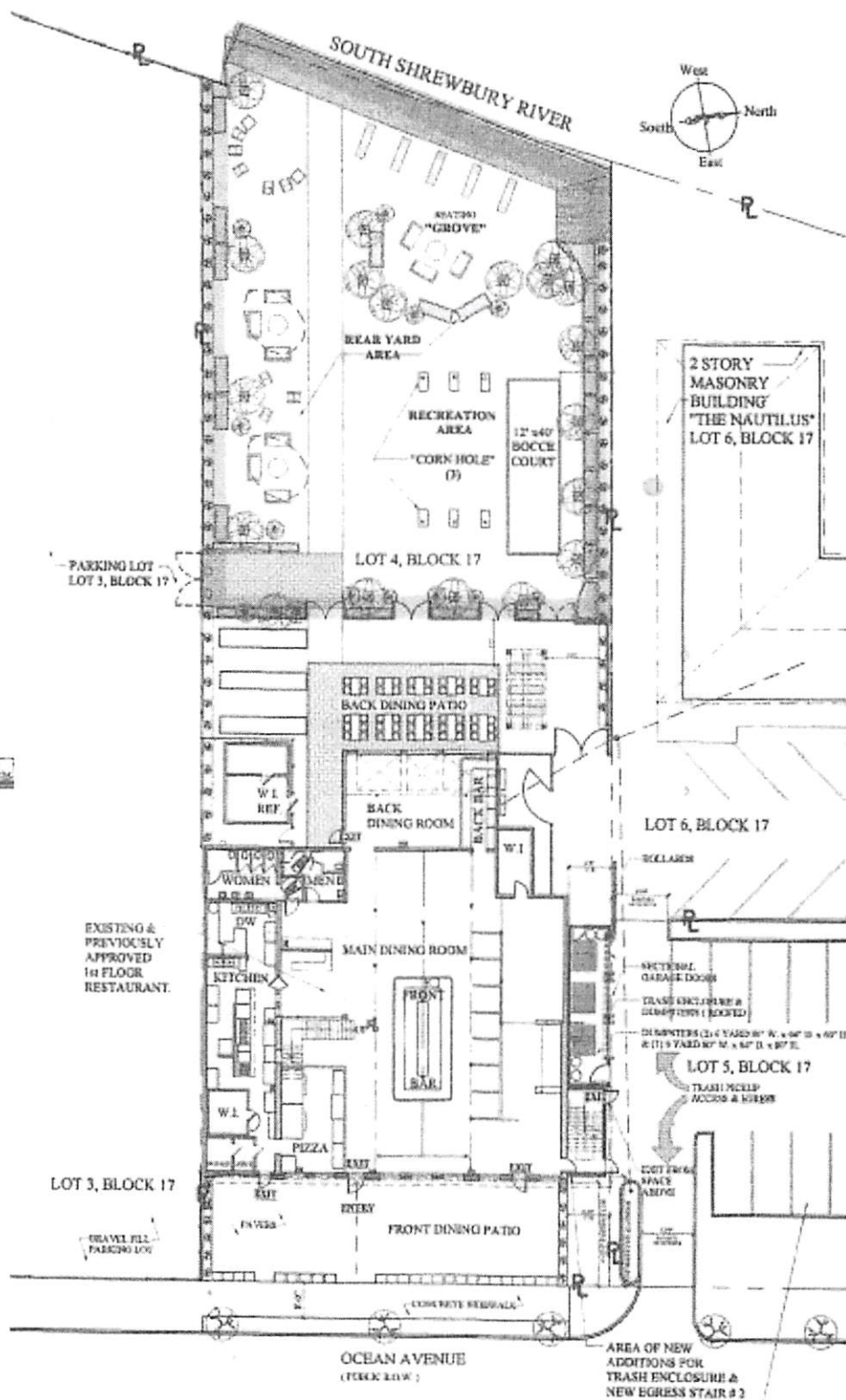


40 3/4" THICK MEDIUM DENSITY
WOOD VENEER
ED TO WALL
DIAGONAL BRICK

ADDITION



@ REAR



**STEPHEN
RACITI
ARCHITECT**
30 Lincoln Place
Rad Bank, NJ 07701

Tel 732-822-0800
Fax 732-822-0801

DR-001 10/15/15
Stephen A. Raciti, AIA
NJ License No. 00004

DATE	DESCRIPTION
03/11/15	GROVE PLAN
01/29/16	INFORMAL ISSUE
03/11/15	SITE PLAN APP
04/18/15	SUBMIT

SCALE	AS NOTED
CUU	SR

1512

DATE: 11/16/15

**TOMMY'S
TAVERN +
TAP**
1030 OCEAN
AVE.
SEA BRIGHT,
N.J.
BLOCK 17, LOTS 4 & 5

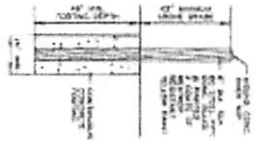
**COVERSHEET
PROJECT
INFORMATION
ELEVATION
&
FIRST FLOOR
PLAN**

DATE: 11/16/15

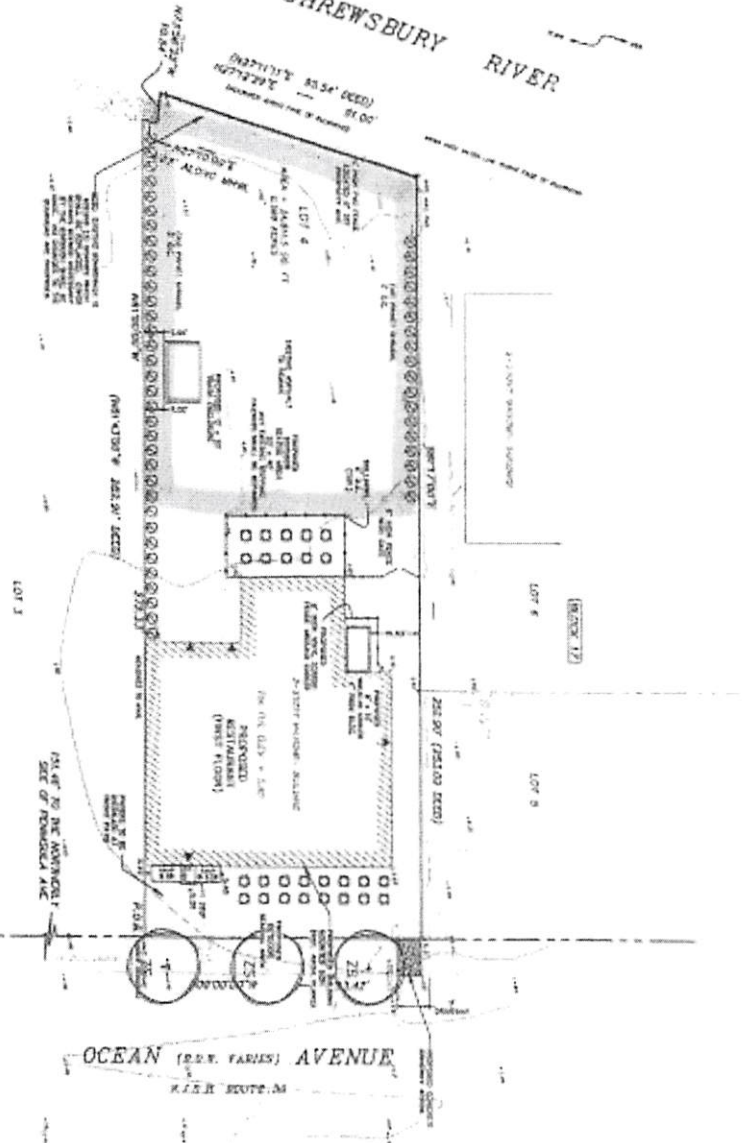
A-1

3 FIRST FLOOR PLAN
A-1 SCALE: 1/8" = 1'-0"

6" STEEL COLLARD



SOUTH SHREWSBURY RIVER



GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.

STUDY NOTES:

1. EXISTING WATER, SEWER, AND GAS SERVICE LINES TO BE MAINTAINED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/15/10
2	REVISED	11/15/10
3	REVISED	12/15/10
4	REVISED	01/15/11
5	REVISED	02/15/11
6	REVISED	03/15/11
7	REVISED	04/15/11
8	REVISED	05/15/11
9	REVISED	06/15/11
10	REVISED	07/15/11
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31	REVISED	04/15/13
32	REVISED	05/15/13
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