

PLOT PLAN OR VARIANCE PLAN
BOROUGH OF SEA BRIGHT PLANNING/ZONING BOARD

Application No. _____ Date 2/6/24
Application Name Anthony M. Condouris, Architect
Application Address 20 Bingham Ave
Property Address EAST OCEAN AVE Block 23 Lot 128

CHECKLIST

Prior to issuance of a Certificate of Completeness and assignment of a hearing date, 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. 17 copies of Zoning Permit Denial
- C 2. 17 copies of completed application and check list, signed, dated, and notarized, **plus one** marked "FOR PUBLIC INSPECTION"
- C 3. 17 sets of plot plan or variance plan signed, dated, and notarized, also **Show Base Flood Elevation, plus one** marked "FOR PUBLIC INSPECTION"
- C 4. 17 copies of Survey (unless Variance Plan states that it is based upon the survey). Must indicate mean high waterline, if pertinent to application)
- C 5. 17 (sets of) Photographs of property/dwelling as it currently exists
- C 6. Description of proposed operation (No. 15 in first part of application)
- C 7. Request for any variances (under No. 11 in first part of application)
- N 8. Certificate of owner authorizing submission (after No. 26 in first part of application)
- N 9. Required application fees/check made payable to Borough of Sea Bright
- N 10. Required escrow fees/check made payable to Borough of Sea Bright
- C 11. Completed W-9 Form
- N 12. Certification that taxes and sewer utility charges are paid to date
- C 13. Completed Notice of Hearing
- C 14. Certified list of property owners within 200 feet

The following requirements must also be met before an application may be heard:

- N 15. Affidavit of Mailing and Service for Public Notice (Provide 7 days prior to hearing.)
- N 16. Affidavit of Publication for Public Notice (Provide 7 days prior to hearing.)

If Applicable:

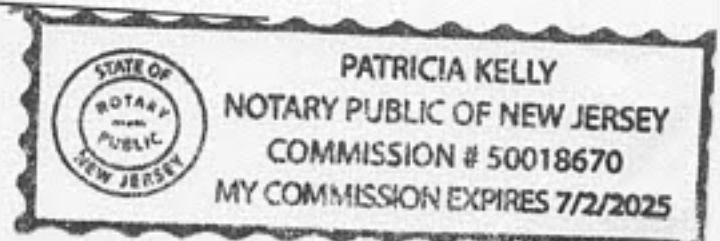
- _____ 17. Proof of Application to Monmouth County
- _____ 18. Proof of application to NJDOT
- _____ 19. Application for CAFRA
- _____ 20. Application for Floodplain Encroachment Permit
- _____ 21. Application for Stream Encroachment Permit

After the application is deemed complete the Board Secretary will provide you with a hearing date so that 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: 2/6/24 NAME: Anthony M. Condouris
LICENSE NO. AI 13804 SIGNATURE _____
SEAL: _____



BOROUGH OF SEA BRIGHT UNIFIED PLANNING/ZONING BOARD APPLICATION

1099 Ocean Avenue Sea Bright, New Jersey 07760
732-842-0099 ext. 123

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: EAST Ocean Ave
Block 23 Lot 128
Dimensions: Frontage _____ Depth _____ Total Area _____
Zoning District: _____

2. APPLICANT

Name: Anthony M. Condouris Architect, INC
Address: 20 Bingham Ave - Rumson NJ 07760
Telephone Number: 732-842-3800
Applicant is a: Corporation _____ Partnership _____ Individual ☒

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.)

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

Owner's Name: Charles Rooney III
Address: P.O. Box 602 Sea Bright NJ 07760
Telephone Number: 732-859-4986

5. Property Information:

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

(Attach copies) - 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:

6. Applicant's Attorney: _____
Address: _____
Telephone Number _____ Email: _____

7. Applicant's Engineer: _____
Address: _____
Telephone Number _____ Email: _____

8. Applicant's Planning Consultant: _____
Address: _____
Telephone Number _____ Email: _____

9. Applicant's Traffic Engineer: _____
Address: _____
Telephone Number _____ Email: _____

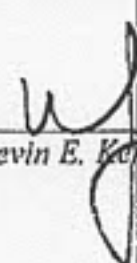
10. List any other Expert(s) who will submit a report or who will testify for the Applicant: (Attach additional sheets as may be necessary).

Name: Anthony M Condouris Architect

Field of Expertise: Architecture

Address: 20 Bingham Ave. Rumson, NJ 07760

Telephone Number 732 842-3800 Email TONY@AMCArchitect.com

Prepared by: 

Kevin E. Kennedy, Esq.

EASEMENT AGREEMENT

THE WITHIN AGREEMENT is made this 11 day of Dec, 2020, by
and between the following:

CHARLES H. ROONEY, III and MARISOL ROONEY (hereinafter collectively referred to as "Rooney" or "Grantor"), having a post office address of PO Box 602, Rumson, NJ 07760; and

BENJAMIN TULIEBITZ and ERIN TULIEBITZ, individuals with a residential address of 472 Greenwich St, #6, NY, NY 10013, (collectively referred to as "Tuliebitz" or "Grantee"); and

PREAMBLE

WHEREAS, Rooney is the Owner of the property in Sea Bright, NJ, more formally identified as Block 33, Lot 2.01 (hereinafter referred to as "Block 33, Lot 2.01" or "Mother Lot"); and

WHEREAS, Rooney has submitted a Minor Subdivision Application to the Borough of Sea Bright / Sea Bright Planning Board, seeking approval to subdivide the Mother Lot into 2 Lots; namely, New Lot 2.02 and New Lot 2.03; and

WHEREAS, details pertaining to the Subdivided Lots include the following:

	Proposed New Lot 2.02	Proposed New Lot 2.03
Dimensions:	12,025 SF	26,550 SF
Proposed / existing use:	Vacant Land (to be acquired by Tuliebitz) (Single-family home to eventually be constructed thereon)	Existing single-family home (currently occupied by Rooney, and / or Agents thereof).

WHEREAS, the said Subdivision was approved by the Sea Bright Planning Board on or about March 12, 2019; and

WHEREAS, the memorializing Resolution of the Sea Bright Planning Board was adopted on or about May 14, 2019; and

WHEREAS, the timeframe for perfection of the Subdivision was extended by the Sea Bright Planning Board; and

WHEREAS, the Subdivision has been, or otherwise will be, perfected simultaneously with, or near simultaneously with, the recording of the within document; and

WHEREAS, pursuant to a Contract of Sale, and as a condition of the sale / Closing, Rooney has conditionally agreed to sell the newly subdivided Block 33, New Lot 2.02 property (12,025 SF) to Tuliebitz; and

WHEREAS, the Deed transferring the said Lot is being recorded simultaneously with, or near simultaneously with, the within document; and

WHEREAS, although the parties recognize that the Mother Lot is located on the west side of Ocean Avenue (Sea Bright, NJ), the parties also acknowledge that Rooney also owns the Lot on the east side of Ocean Avenue, more formally identified as Block 23, Lot 128 (hereinafter referred to as the "Sea-wall Lot"); and

WHEREAS, the said sea-wall Lot is adjacent to the existing sea-wall on Ocean Avenue, Sea Bright, NJ; and

WHEREAS, the said sea-wall Lot provides Rooney (and subsequent Owners, Successors, Assigns, Agents, and Guests) direct access to the sea-wall, and the existing deck crossing over the sea-wall, so as to allow Rooney (and subsequent Owners / Agents / Guests) to access the adjacent beach / Atlantic Ocean; and

WHEREAS, the parties acknowledge that the sea-wall Lot is not part of the Subdivision Application; and

WHEREAS, the parties furthermore acknowledge that title to the sea-wall Lot is not being transferred in connection with the Rooney to Tuliebitz sale; and

WHEREAS, notwithstanding the above, per the Contract of Sale between Rooney and Tuliebitz, Rooney is required to provide Tuliebitz with a limited and non-exclusive Easement to conditionally utilize and conditionally access a portion of the sea-wall Lot, as more particularly set forth herein; and

WHEREAS, the purpose of the within Agreement is to document and memorialize the Tuliebitz rights / obligations / liabilities associated with the limited conditional, and non-exclusive access to and use of a portion of the sea-wall Lot (Block 23, Lot 128), Sea Bright, NJ.

TERMS AND CONDITIONS

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. That in exchange for \$1.00 (One dollar) and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereby agree as follows:

- a. Tuliebitz shall have the limited, conditional and non-exclusive right to utilize / access the 50 ft. wide portion of the sea-wall lot (directly across the street, in front of the Block 33 new Lot 2.02 property), strictly in accordance with the provisions set forth herein.
- b. Tuliebitz is permitted, if Tuliebitz so chooses, and at the sole cost and expense of Tuliebitz, to construct a deck (and associated staircase) on and over a portion of the sea-wall Lot, in a location / manner / style / design reasonably approved by Rooney. No other construction is authorized / permitted hereunder. Any such deck / staircase shall be placed within the aforesaid 50 ft. wide portion of the sea-wall lot (directly across the street, in front of the Block 33 new Lot 2.02 property).
- c. Any such construction of such a deck and / or use of the deck / sea-wall Lot shall be governed in strict compliance with the provisions of the within Agreement. Any such authorized and approved deck construction work shall be completed by qualified / licensed contractors specifically approved by Rooney.
- d. Tuliebitz shall be responsible and liable for any and all costs associated with the deck construction process (including, but not limited to, engineering fees, construction fees, legal fees, construction costs, inspection costs, permitting costs, other approval costs, and Municipal / Planning Board Application / Escrow / Inspection Fees, etc.
- e. Tuliebitz shall, at the sole cost and expense of Tuliebitz, obtain any and all necessary approvals which, are or may be necessary, to construct such a deck (and associated staircase).
- f. The size / location / orientation / design of the Tuliebitz deck / staircase shall be specifically approved by Rooney, in writing, and Rooney shall not unreasonably withhold such approval.
- g. Tuliebitz shall, at the sole cost and expense of Tuliebitz, obtain and perpetually maintain Certificates of Insurance (minimum amount of \$1,000,000.00 / \$3,000,000.00) which shall specifically name Charles H. Rooney, III, Marisol Rooney, and their Agents, Representatives, Employees, Assigns, and Successors (and subsequent owners of Block 33, Lot 2.03) as additional insureds. (The specific Insurance Certificates shall be appropriately tailored / modified in the event Rooney transfers title to the sea-wall Lot.)
- h. The said Insurance Certificates shall be specifically maintained / renewed on an annual basis – and proof of such insurance shall be affirmatively submitted to Rooney (or his designee, or any successor Owner) on an annual basis (May 1 of each year, unless a different timeframe is established by Rooney.)

- i. The failure to obtain, maintain, or submit such proof of insurance constitute an immediate and material breach of the within Agreement.
- j. Tuliebitz shall, at the sole cost / expense of Tuliebitz, maintain / repair any to-be constructed Tuliebitz deck (and associated component parts) on the sea-wall lot.
- k. Tuliebitz shall be responsible to repair any damage to the sea-wall lot, and / or any existing or future Rooney deck (or other structure) on the sea-wall lot (which such damage is caused by the negligent actions or inactions of Tuliebitz, or Agents, Guests, Successors in Title, etc.).
- l. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, is authorized to park any vehicle or vehicles on any portion of the sea-wall lot, without specific authority / permission of Rooney, on a case by case basis. The parties acknowledge that Rooney is not required / obligated to grant such parking privileges. The parties specifically acknowledge that the within parking provision is not assignable / transferable to any other owner / occupant / guest.
- m. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, is authorized to interfere with the right of Rooney (and his Successors, Agents, Representatives, Guests, and Assigns) to use and enjoy the sea-wall lot, or any existing or to-be constructed deck / structure on the sea-wall lot.
- n. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall in any way obstruct vehicle / pedestrian traffic at and around the sea-wall lot, or on / across / along the sea-wall.
- o. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof shall interfere with the right of Rooney (and Successors / Assigns / Guests) to freely utilize the sea-wall lot, any deck on the sea-wall lot, and / or any improvements located thereon.
- p. Tuliebitz shall maintain any Tuliebitz-constructed deck on the sea-wall lot in accordance with Prevailing Property Code Maintenance Standards / Provisions.
- q. In the event any to-be constructed Tuliebitz deck on the sea-wall lot becomes abandoned, obsolete, in a state of disrepair, or unsightly, then, in that event, upon sixty (60) days written notice from Rooney (or any agent / successor thereof) Tuliebitz shall arrange for the abandoned / obsolete / disrepaired / unsightly structure to be repaired / replaced (in a manner reasonably approved by Rooney). (Nothing contained herein shall supersede, or otherwise trump, any rights / directives / orders from the Borough of Sea Bright, the County of Monmouth, the State of New Jersey, the Federal Government, or any other Agency having jurisdiction over the matter.
- r. In conjunction with the above point, if any abandoned / obsolete / disrepaired / unsightly structure is not removed / replaced / corrected within the afore-mentioned 60 day period, then, in that event, Rooney shall have the option, but not the obligation, to have any existing Tuliebitz

structure on the sea-wall lot removed / demolished / repaired / replaced, and Tuliebitz shall remain responsible and liable for any and all costs associated therewith (including legal fees).

- s. Tuliebitz recognizes that Tuliebitz does not have any ownership interest in the sea-wall lot, or any Tuliebitz deck to be constructed thereon.
- t. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall engage in any offensive, obnoxious, or rowdy behavior (on the sea-wall Lot) which will compromise the ability of Rooney to peacefully use and enjoy the sea-wall lot, and any existing / future deck constructed thereon (to be liberally construed).
- u. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative, thereof shall be permitted to store any materials / furnishings / personal belongings on any portion of the sea-wall lot, without the written consent of Rooney.
- v. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall compromise or otherwise interfere with the ability of Rooney, and / or the agents / guests of Rooney, to park vehicles on or around the sea-wall lot.
- w. The Tuliebitz use of the sea-wall lot shall comply, in all respects, with prevailing Zoning regulations of the Borough of Sea Bright, as may be amended from time to time.
- x. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall be permitted to construct / place / install any structure on the sea-wall lot without the expressed written permission of Rooney.
- y. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall be permitted to place / install / construct any light fixtures on the sea-wall lot, without the expressed written consent of Rooney. (The within restriction shall not prevent the installation of non-invasive safety night lights on the steps of any to-be constructed deck.)
- z. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall be permitted to place any utilities on the sea-wall lot, without the expressed written consent of Rooney.
- aa. Neither Tuliebitz, nor any Agent / Employee / Guest / Representative thereof, shall be permitted to utilize any existing or hereinafter constructed Rooney deck (or other structure) on the sea-wall lot.
- bb. There shall be no expansion / intensification of any Tuliebitz deck on the sea-wall lot, without the expressed written consent of Rooney.
- cc. Neither Tuliebitz, or any Agent / Employee / Guest / Representative thereof, shall congregate on the sea-wall Lot or on the Rooney deck. (The within restriction shall not prevent Tuliebitz, and guests, from lawfully congregating on any to-be constructed Tuliebitz deck).

- dd. Rooney, and / or agents thereof, shall, if requested, be given keys to any locked deck structure (and gate) which may exist, on the sea-wall lot.
- ee. The construction of any replacement Tuliebitz deck shall be subject to the terms and conditions of the within Agreement.
- ff. Except as otherwise set forth in Paragraph 1gg herein, nothing contained herein shall permit Tuliebitz (or any Agent / Employee / Guest / Representative thereof) to utilize any portion of the sea-wall lot outside of, or beyond, the specified 50 ft. wide portion of the sea-wall lot (directly across the street from the Block 33 new Lot 2.02 property).
- gg. Until such time at Tuliebitz constructs his own deck on the sea-wall lot (in accordance with parameters set forth herein), Tuliebitz shall be permitted to utilize the existing Rooney deck / stairs on the sea-wall lot, provided a) such use does not interfere with the rights of Rooney to quietly and peacefully use and enjoy the Rooney deck; and b) the limited use of such deck shall comply with all other terms and conditions of the within document. The right of Tuliebitz to utilize the Rooney deck shall immediately and automatically terminate / stop / cease once and if Tuliebitz constructs his own deck on the sea-wall lot (in accordance with the parameters set forth herein).
- hh. The parties acknowledge that Tuliebitz (and Agents / Employees / Guests / Representatives thereof) shall utilize / access the sea-wall lot at their own risk.
- ii. Nothing contained in the within Agreement shall prevent Rooney (or Successors / Agents / Representatives / Guests) from utilizing any portion of the sea-wall lot, or any deck / structure / staircase situated thereon.
- jj. Tuliebitz (nor any estate / representative thereof) is not permitted to assign any Easement rights granted hereunder to any individual / entity who / which is not the actual Owner of the Block 33, New Lot 2.02 property.
- kk. The within Easement, and the rights and obligations set forth therein, shall only become effective if and when the Rooney to Tuliebitz Closing is consummated.
- ll. Tuliebitz shall specifically release, defend, indemnify, and hold Rooney (and Agents, Representatives, Employees, Guests, Successor Owners, Assigns, and Estate Representatives) harmless from and against any and all liabilities / losses / judgments / damages (including reasonable Attorney Fees) regarding the use of the subject sea-wall Lot, and all rights / obligations / liabilities provided for herein (to be liberally construed).

GENERAL RESTRICTIONS

The Grantee agrees, by acceptance of the within Easement, that upon any disturbance / construction / damage to the to-be constructed deck / stairs, or the sea wall lot, the Grantee shall,

at all times, and at Grantee's sole cost and expense, restore said premises to substantially the same condition in which the same were found prior to the disturbance / construction / damage.

The Grantor shall not do anything which might unreasonably encumber the purposes of the within Easement.

The Grantor does covenant with said Grantee as follows:

- a. That the said Grantor has good and marketable title to the premises described herein and Grantor has the right to convey such Easement.
- b. That the Grantor does hereby expressly permit non-exclusive entry by the Grantee upon the sea wall lot for any approved purpose hereof, without furnishing notice of said entry to the Grantor.

2. **GENERAL PROVISIONS:**

(a) **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

(b) **Recordation.** Grantee or Grantor may record this Instrument in a timely fashion in the official records of Monmouth County, State of New Jersey.

(c) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of New Jersey.

(d) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purposes of this Easement. If any provision of this Instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement which would render the provision valid shall be favored over any interpretation which would render it invalid.

(e) **Severability.** If any provision of this Easement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those to which is found to be invalid, as the case may be, shall not be adversely affected thereby.

(f) **Entire Agreement.** This Instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this Instrument shall be valid or binding, unless contained in a written amendment signed by all parties to this Agreement, or their personal representatives, heirs, successors, and/or assigns.

(g) No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect whatsoever.

(h) Joint Obligation. The obligations imposed by this Easement upon Grantors, if applicable, shall be joint and several.

(i) Successors. Except as otherwise set forth in Paragraph 11 herein, The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running, in perpetuity, with the Property. The parties specifically acknowledge that the parking provisions as set forth in Paragraph 11 herein are not transferable / assignable to any subsequent owner / occupant / user.

(j) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon construction or interpretation of the same.

(k) Counterparts. The parties herein may execute this Instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

3. VIOLATIONS AND REMEDIES:

Any violation of the within Easement, which remains uncured after ninety (90) days written notice from the Grantor (or successor thereof) shall result in the immediate termination of the within Agreement and the Easement rights set forth herein. In the event of such termination, the Grantor may file notice of the official termination in the office of the Monmouth County Clerk.

4. DURATION OF EASEMENT:

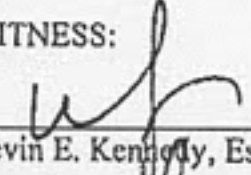
This Easement shall run with the land for the benefit of the Grantee, and the successors of the Grantee.

5. TAX MAP REFERENCE:


(N.J.S.A. 46:15-2.1) Borough of Sea Bright, Monmouth County, Block 23, Lot 128 (50 ft. wide portion, directly across the street from the Block 33 new Lot 2.02 property).

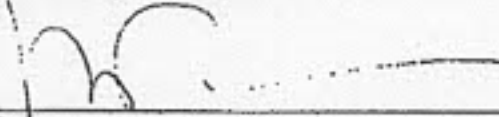
IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set his/her hand and seal the day and year first above written.

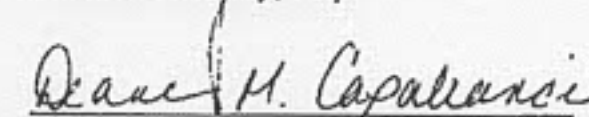
WITNESS:

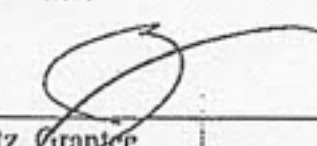

Kevin E. Kennedy, Esq.

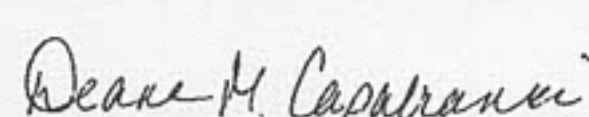

Charles H. Rooney, Grantor

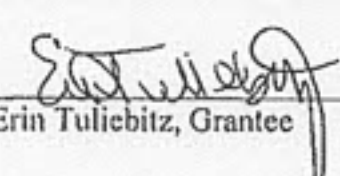

Kevin E. Kennedy, Esq.


Marisol Rooney, Grantor


Deane H. Capabianci


Benjamin Tuliebitz, Grantee


Deane H. Capabianci


Erin Tuliebitz, Grantee

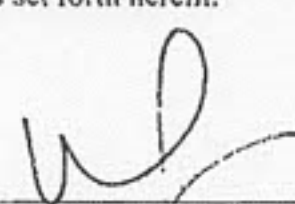
STATE OF NEW JERSEY)
COUNTY OF MONMOUTH)

I CERTIFY that on 12/11, 2020

Charles H. Rooney, III and Marisol Rooney

personally came before me and stated to my satisfaction that this person (or if more than one, each persons):

- (a) was the maker of this document;
- (b) executed this document in his or her own act; and
- (c) made this document for \$1.00 (One and 00/100 Dollars) as the full and actual consideration paid or to be paid for the transfer of easement rights set forth herein.


Kevin E. Kennedy, Esq.
Attorney at Law
State of New Jersey

STATE OF NEW JERSEY)
)
 COUNTY OF MONMOUTH)

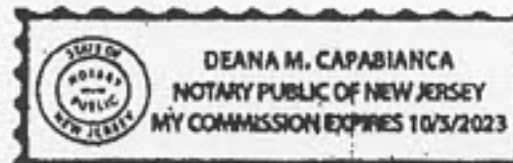
I CERTIFY that on 12/11, 2020

Benjamin Tuliebitz and Erin Tuliebitz

personally came before me and stated to my satisfaction that this person (or if more than one, each persons):

- (a) was the maker of this document;
- (b) executed this document in his or her own act; and
- (c) made this document for \$1.00 (One and 00/100 Dollars) as the full and actual consideration paid or to be paid for the transfer of easement rights set forth herein.

Deana M. Capabianca
 Notary Public
 State of New Jersey



RECORD AND RETURN TO:
 Kevin E. Kennedy, Esq.
 165 Highway 35
 Red Bank, NJ 07701

Z:\KevinKennedyLaw\Real Estate\Sales\Rooney to Tuliebitz\Easement Agreement.doc

11. APPLICATION REPRESENTS A REQUEST FOR THE FOLLOWING:

☒ PLOT PLAN or VARIANCE PLAN APPROVAL

☐ 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
☐ Plan Area to be disturbed (square feet)
☐ Total number of proposed dwelling units
☐ Request for Waiver from Site Plan Review and Approval
☒ Request for Variance Approval

Reason for request:

Beach access over seawall

☐ 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 130.38(D)(1)(a) - See Attached -

Application for SJN Development / Charles Rooney
East Ocean Avenue
Block 23- Lot 128
C-P Zone

ORDINANCE

130-38 Uses permitted.

D. Accessory and building uses.

(1) General. Any accessory use may be established, operated, and maintained on a lot, provided that:

- (a) The accessory use is customarily associated or provided with the primary use on the lot to which it relates (except garbage, trash or refuse incineration)

List of Variance

The accessory use is customarily associated with the primary use on the lot to which it relates.

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. *attached -*

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)

16. Is a public water line available? *N/A*

17. Is public sanitary sewer available? *N/A*

18. Does the application propose a well and septic system? *N/A*

19. Have any proposed new lots been reviewed with the Tax Assessor to determine appropriate lot and block number? *N/A*

20. Are any off-tract improvements required or proposed? *N/A*

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? *N/A*

23. Other approvals, which may be required, and date plans submitted: *- N/A*

Deck to be constructed on the sea wall for private beach access and recreational use.

The deck will be designed to the maximum allowable size and will include seating and a storage enclosure under the stairway.

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

NE Regional Sewer Auth	NO
Monmouth County Board Of Health	NO
Monmouth County Planning Board	NO
Freehold Soil Conservation District.	NO
NJ DEP	NO
Sewer Extension Permit	NO
Sanitary Sewer Connection Permit	NO
Stream Encroachment Permit	NO
Waterfront Development Permit	NO
Wetlands Permit	NO
Tidal Wetlands Permit	NO
Potable Water Constr. Permit	NO
NJ Department of Transportation	NO
Public Service Electric & Gas	NO
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.

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

Applicant's Professional Report Requested:

Attorney _____
Address: _____

Phone Number: _____ **Email:** _____

Engineer: _____
Address: _____

Phone Number: _____ **Email:** _____