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Asbury Park
Waterfront Redevelopment Plan
_____, 2017 Amendment

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment and to formulate a plan to address the redevelopment of these area; and

WHEREAS, the City of Asbury Park (the “**City**”) has previously found and determined that the area of the City designated as the “Waterfront Redevelopment Area” (the “**Area**”) to be “an area in need of redevelopment” pursuant to the Act; and

WHEREAS, the City adopted the “Asbury Park Waterfront Redevelopment Plan” dated March 15, 2002, which has been amended and supplemented from time to time, and last amended December 7, 2005 by Ordinance #2754 (the “**Plan**”), which governs redevelopment in the Area; and

WHEREAS, the Plan has been interpreted to require that redevelopment within that portion of the Area designated as the Prime Renewal Area be undertaken by redeveloping an entire block at one time, commonly referred to a “block-by-block” redevelopment; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, the City and the Master Developer desire to amend the Plan to permit redevelopment of less than an entire block at one time of the properties located in the Prime Renewal Area subject to the requirements herein, and certain other amendments and clarifications, as part of their ongoing efforts to effectuate a comprehensive amendment to the entire Plan; and

WHEREAS, the following amendments to the Plan are limited to their stated scope and intent of permitting redevelopment of less than an entire block at one time of the properties located in the Prime Renewal Area subject to the requirements herein, and to certain other amendments and clarifications, and all other terms, conditions and obligations in the Plan shall remain in full force and effect except to the limited extent expressly modified herein,

New language is underlined, and language to be deleted is struck.

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SECTION I. Plan Section 2.1, Redevelopment Area, in Chapter 2, Design Principles, shall be amended and supplemented as follows:

Renovation/Infill Area

- Area bounded by Grand Avenue in the west; Bergh and Webb Streets in the east; Deal Lake Drive in the north; Asbury and Sewall Avenues in the south, with the exception of the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue.
- The discussion of the Renovation/Infill Area in this Plan is to provide a context for its inclusion in the Redevelopment Area and its relation to the redevelopment of the entire Waterfront Redevelopment Area. The zoning, land use planning and other standards and requirements for the redevelopment of the Renovation/Infill Area shall be those of the zoning district assigned to such properties on the Zoning Map of the City and in the City's Land Development Regulations.

Prime Renewal Area

- Area bounded by Bergh and Webb Streets in the west; Ocean Avenue in the east; stretches along Wesley Lake to Grand Avenue; Deal Lake in the north, and including the portion of Sunset Lake Park bounded by Grand Avenue, Fifth Avenue, Webb Street and Sunset Avenue.

SECTION II. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented as follows:

Lot Standards

The redevelopment of the Prime Renewal Area has heretofore been interpreted to require the development of an entire city block at one time. The Plan is being amended to permit the development of less than an entire block provided the minimum standards in this Section and elsewhere in this Plan are met.

- ~~Minimum lot area~~ developable tract area for redevelopment shall be 12,500 square feet (the "Minimum Developable Tract Area"). As part of a subdivision application, or a combined site plan and subdivision application, the Minimum Developable Tract Area, may for the purpose of facilitating a redevelopment project, be internally subdivided to create fee simple lots provided that the Minimum Developable Tract Area after the subdivision(s) functions as a fully integrated project.
- Minimum lot frontage shall be 100 feet.
- ~~Public property along the boardwalk in Block #227 sold to the developer shall be subdivided into lots to accommodate individual structures.~~

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SECTION III. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to include new Plan Section 3.8.1 at the end of page 68 as follows:

3.8.1 Variances and Design Exceptions

A. Variances

1. The Planning Board may only grant variances from the requirements of Section 3.8 pertaining to Minimum Developable Tract Area, provided: (a) the proposed development otherwise complies with the requirements of the Plan, and (b) the applicant can establish the requirements of N.J.S.A. 40:55D-70(c)(1) or N.J.S.A. 40:55D-70(c)(2) and case law interpreting those sections.
2. No variance or other approval may be granted for any applications requiring relief under 40:55D-70(d)(1) through (6), or from the parking requirements in Section 3.5, and neither the Zoning Board of Adjustment nor the Planning Board shall have jurisdiction in such circumstances. Any person requesting such a variance shall be required to request a plan amendment from the Mayor and Council pursuant to Section 4.5 of this Plan.

B. Design Exceptions

In accordance with N.J.S.A. 40:55D-51, the Planning Board may grant design exceptions from the requirements of Sections 3.6 and 3.7, and other design requirements and/or principles in this Plan, if the Planning Board finds they are reasonable and within the general purpose and intent of the provisions of the design requirements/principles to the extent that the literal enforcement of one or more provisions of the design requirements/principles is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question.

SECTION IV. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to include new Plan Section 3.8.2, immediately following new Section 3.8.1 and at the end of page 68 as follows:

3.8.2 Property Access - Curb Cuts

Any property that does not have a curb cut to provide access to the property may remove on-street parking spaces to create access to the property subject to the conditions in this Section. Any property that has an existing curb cut providing access to the property may remove parking spaces in order to relocate and/or expand the curb cut subject to the conditions in this Section. The creation, relocation, or expansion of a curb cut shall be permitted provided that the net number of on-street parking spaces that are removed, shall be provided on the property and shall be in addition to the number of parking spaces otherwise required by the Plan.

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SECTION V. Plan Section 3.8, Land Use, in Chapter 3, Plan Elements, shall be amended and supplemented to revise the language to the left of the chart on page 73, and the existing chart shall be deleted and replaced with a new chart, as follows:

Dwelling Unit Distribution

The chart on this page lists the distribution of dwelling units by block as they are indicated on the illustrative plan on page 22. This chart and the illustrative plan show how units might be distributed over the ~~prime renewal area~~ Prime Renewal Area in a general manner. The illustration on the chart results in a total units on the chart is of 3,224 units, which is 60 units over the maximum allowable count of however, the total maximum number of residential units to be constructed in the Prime Renewal Area shall not exceed 3,164 units. During the design phase, it will be determined which blocks will receive fewer units. If for some reason a particular site ~~can not~~ cannot be developed as shown in the illustrative plan, then units will be relocated to other blocks to achieve the 3,164 total. Additionally, if a block is developed with more than one project and/or by more than one entity, the density for that block will be distributed on a pro rata basis by square feet of ground/block area. Under no circumstances shall a development block exceed the height depicted on the Development Control Plan.

[INSERT UPDATED CHART UPDATED WITH CONSTRUCTED REDEVELOPMENT]
[TO COME FROM MICHELE AND KEENAN]

SECTION VI. Chapter 4, Implementation, shall be amended and supplemented to include new Plan Section 4.7 as follows:

4.7 Master Developer, Subsequent Developers, and Off-Site Obligations

4.7.1 Master Developer and Subsequent Developers

The City and Asbury Partners, LLC (the “Master Developer”, also referred to in this Plan as the “prime developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as amended [_____], 2017, as may be further amended and supplemented in accordance with its terms, the “Redeveloper Agreement”). In addition to the other responsibilities of the Master Developer under the Redeveloper Agreement, the Master Developer has the responsibility to install certain infrastructure in the Waterfront Redevelopment Area and for redeveloping properties under its control. The Master Developer and the City will cooperate in: (i) coordinating the installation of infrastructure in the Waterfront Redevelopment Area; (ii) ensuring the requirements of the CAFRA permit are met by all Subsequent Developers (as defined below); and (iii) assisting in coordinating the redevelopment of the Prime Renewal Area by all Subsequent Developers.

Any person or entity wishing to redevelop their property or a property in which they have a beneficial interest shall first be designated as a Subsequent Developer. For so long as the Redeveloper Agreement shall be in full force and effect and the Master Developer shall not be in default thereunder, to begin the process of being designated as a Subsequent Developer, a proposed

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D R A F T

Subsequent Developer shall provide the Master Developer with the information required in the Subsequent Developer Questionnaire, to be adopted by Resolution of the City Council from time to time. If the proposed Subsequent Developer is not the owner of the property for which they request to be designated as Subsequent Developer, they shall include with the submission written permission from the property owner. The Master Developer will review the submission in good faith, which review may include, but is not limited to, such factors as: compliance with and effectuation of the goals of the Plan; experience and capability of the proposed Subsequent Developer; and the financial capacity of the proposed Subsequent Developer.

If acceptable to the Master Developer, the Master Developer shall submit the proposed Subsequent Developer submission to the City for its review. At such time, the proposed Subsequent Developer shall submit such application and escrow fees to the City for its review as may be established by City ordinance from time to time. Designation as a Subsequent Developer shall require, and be evidenced by, the approval and execution of a mutually acceptable Subsequent Developer Agreement by and among the Subsequent Developer, the City and the Master Developer.

4.7.2. Off-Site Obligations

Subsequent Developers shall be responsible for certain off-site obligations, including as follows:

- (a) sewer charges in the amount of \$3,220 per unit in accordance with Ordinance [_____], adopted February 2, 2005, to be paid in the manner and at the time set forth therein;
- (b) payment to the City of \$2,212 per unit to offset the affordable housing obligations generated by the development, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy; and
- (c) special assessments for the construction and installation of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Waterfront Redevelopment Area. All properties that are “redeveloped” within the meaning of the Redevelopment Law (except for residential dwellings of three or less units, which do not increase the number of dwelling units) shall be specially assessed based upon the benefit conferred or deemed conferred upon such property by the infrastructure improvements in the Waterfront Redevelopment Area. Such assessments shall be applied so that all redeveloped properties shall contribute their fair and equitable share to the cost of infrastructure improvements in the Waterfront Redevelopment Area. In determining such fair and equitable share, reference shall be made to that certain Infrastructure Component Report dated [_____], adopted by the City by resolution dated [_____], and such other reasonable infrastructure cost factors and information as shall be available. Such assessments shall be implemented, at the option of the Subsequent Developer, in one of the following ways:
 - i. A Subsequent Developer may enter into a special assessment agreement on the terms and as described in that certain Special Assessment Ordinance adopted by the City on February 13, 2013 (as amended on [_____], 2017), the “Infrastructure Ordinance”).

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D R A F T

- ii. Upon negotiation with and approval of the City and the Master Developer as set forth in the Subsequent Developer Agreement, a Subsequent Developer may enter into a similar program that confers a similar benefit and burden with respect to the affected property as those special assessment agreements described at (i) above. For example, a special assessment agreement requiring payments which, when combined with payments in lieu of taxes due in the first year, is approximately equal to what the otherwise applicable taxes would have been on the redevelopment project, shall constitute a similar program to that otherwise available under the Infrastructure Ordinance. Likewise, a Subsequent Developer Agreement may provide that the Subsequent Developer wishes to prepay its fair and equitable portion of the infrastructure improvement costs. This shall also constitute a similar program.
- iii. The City may impose a special assessment on the project site equivalent to the benefit conferred or deemed conferred by the improvements, which shall be calculated and imposed in accordance with N.J.S.A. 40:56-1 et seq.
- (d) Regardless of the manner of implementing the special assessments described in (c), above, in all events the Master Developer shall be responsible for installing such infrastructure. The costs of undertaking such infrastructure shall be financed as described in the Redeveloper Agreement.

SECTION VII. A new Appendix B shall be added as follows:

APPENDIX B – BLOCK AND LOT DESIGNATIONS

Since the last amendment to this Plan, the Block and Lot designations were reassigned. This Appendix is provided as a courtesy to correlate the former Block and Lot references in this Plan with the new Block and Lot designations. However, the reader is cautioned to not rely upon these as the official determination of Block and Lot numbers and should consult the official Tax Maps of the City.

[UPDATED CHART TO BE INSERTED]

SECTION VIII. The mews designation and design standards shall be removed throughout the Plan, including as follows:

Chapter 2, Design Principles, the subsection entitled: “Ocean Avenue Design Principles” shall be amended to delete the last bullet point as follows:

- ~~• Extend Webb Street through the creation of a mews or new street that also serves to reduce the block length between Kingsley and Bergh Streets~~

Chapter 3, Plan Elements, the subsection entitled: “Streets to be Reopened” shall be amended to delete the following language:

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D R A F T

~~A series of new, small-scale public streets will be developed within the four blocks between First Avenue and Fifth Avenue (159, 162, 175 & 178). These mews, or courts, will be located, approximately, at the midpoint of each block and will be aligned parallel to Kingsley and Bergh Streets. The design of these mews will create a more pedestrian-oriented space, rather than a vehicular environment. A narrow, one-way vehicular cartway will be developed, with no on-street parking. Ornamental lighting and other streetscape amenities will be carried through the space. Townhouse dwellings will be organized along the edges of the mews, with the mews serving as entrance courts. Access to interior parking structures will be possible through the mews.~~

Chapter 3, Plan Elements, the illustration on page 42 and chart on page 43 in the subsection entitled: “Thoroughfare Designations” shall be amended to delete the depiction, designation and design standards for the “Webb St. Mews (ST-28-18)”.

SECTION IX. Chapter 5, Relationship to Other Plans, subsection 5.5 NJDEP Coastal Zone Management, shall be amended and supplemented as follows:

5.5 NJDEP Coastal Zone Management

Development proposed for Asbury Park’s Waterfront Redevelopment Area will require approval from the New Jersey Department of Environmental Protection under the Coastal Area Facilities Review Act (CAFRA) NJS 13:19-1 et seq. The City and the Master Developer obtained an area wide CAFRA Permit covering the Prime Renewal Area. No person shall apply to CAFRA for relief from, an amendment to, or interpretation of, said area wide CAFRA Permit without first providing 30 days’ written notice to the City and the Master Developer. Any relief from, an amendment to, or interpretation of, said area wide CAFRA Permit, shall not relieve any person from the provisions of this Plan. This amendment to the Redevelopment Plan takes into consideration the CAFRA regulations that apply to the area and, to the extent possible, incorporates these requirements into the Redevelopment Plan. The City and the developer intend to work with NJDEP on a detailed review of the City’s development controls for the redevelopment area, so that compliance with Redevelopment Plan will constitute substantial compliance with CAFRA regulations. The following is a summary of the key CAFRA regulations that apply to the redevelopment area:

New language is underlined, and language to be deleted is struck.