

AFFORDABLE HOUSING SETTLEMENT AGREEMENT

THIS AFFORDABLE HOUSING SETTLEMENT AGREEMENT (“*Agreement*”) is made this 16th day of JANUARY, 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (“*Borough*”); and

YELLOW BROOK PROPERTY CO., LLC, a New Jersey corporation with a business address of 247 Bridge Avenue, Suite 5, Red Bank, New Jersey 07701 (“*Yellow Brook*” or “*Developer*”).

Collectively, the Borough and Yellow Brook shall be referred to as the “*Parties*.” All references to Yellow Brook or Developer shall include its successors, affiliates and assigns.

WHEREAS, in compliance with the New Jersey Supreme Court’s decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Borough filed a Declaratory Judgment Action with the Superior Court of New Jersey (“*Court*”), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15, seeking a Judgment of Compliance and Repose approving its Compliance Plan (as defined herein) as may be amended or supplemented, in addition to related relief (“*Compliance Action*”); and

WHEREAS, Yellow Brook is an “interested party” in the Compliance Action and is seeking to intervene in said action (the “*Intervention*”); and

WHEREAS, Yellow Brook is the owner of a property within the Borough located at 62 Carton Street and identified as Block 59, Lot 10 (“*Carton Street Property*”), and is also the contract purchaser of two properties within the Borough, located at (1) 132 Bingham Avenue and identified as Block 94, Lot 5 on the Borough tax map (“*Bingham Avenue Property*”), and (2) 91 Rumson Road and identified as Block 124, Lot 31 (“*Rumson Road Property*”) (together referred to as “*Yellow Brook Properties*”); and

WHEREAS, as a result of settlement negotiations with the Borough, Yellow Brook proposes to develop the Bingham Avenue Property and Rumson Road Property (“*Market Development Properties*”) with thirty-four (34) multi-family market-rate residential development units (“*Market Development*”) as generally shown in the concept plans and elevations attached as **Exhibit A** (“*Bingham Avenue Concept Plan and Elevations*”) and **Exhibit C** (“*Rumson Road Concept Plan and Elevations*”) (collectively referred to as the “*Market Concept Plans*”); and

WHEREAS, as a result of settlement negotiations with the Borough, Yellow Brook proposes to make a payment in lieu of construction to satisfy the required affordable housing obligation related to the Market Development and the parties have agreed that Yellow Brook will satisfy a portion of its payment in lieu obligation by dedicating the Carton Street Property to the

Borough for use as an affordable housing project and by taking a credit against its obligation as detailed below based upon an agreed upon value of the dedication; and

WHEREAS, as a result of negotiations, the parties have come to a resolution of the Intervention by rezoning for the Market Development Properties to permit development at increased densities and to use the payment in lieu to provide affordable housing on the Carton Street Property, and in other areas of the Borough, and by including the Market Development in the Borough's compliance plan (a.k.a. Housing Element & Fair Share Plan), to partially address its Prior Round (1987-1999) and Third Round (1999-2025) affordable housing obligations ("*Compliance Plan*"); and

WHEREAS, this Agreement does not address and resolve all of the Borough's affordable housing needs; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the construction of affordable housing by creating zoning incentives for the Market Development Properties sufficient to generate a payment in lieu ("PIL") that can be used to provide affordable housing, which PIL can be partially satisfied through the dedication of the Carton Property to the Borough as detailed below.

1.2 The Parties agree that the Market Development Properties are available, approvable, developable and suitable for the proposed Market Development as those terms are used in this Agreement for the use permitted by this agreement. No representations are made as to sanitary sewer capacity and water capacity associated with the development of the Market Development Properties, except that the Borough is not aware of any water or sanitary sewer capacity issues that would impact the Market Rate Development.

ARTICLE II – BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to the Required Approvals (as defined below), including a challenge by any third party, Yellow Brook, the Borough and the Planning Board shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Market Development, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement, subject to the limitation of any increased densities on the market parcels.

2.2 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. Those issues may be addressed in any agreement the Borough reaches with FSHC or, in the absence of an agreement, through litigation.

ARTICLE III – REZONING

3.1 Market Development Properties: The Market Development Properties will be rezoned to permit multi-family market-rate residential housing, which will be in lieu of the current zoning on the Market Development Properties, substantially in accordance with the Bingham Avenue Concept Plan and Elevations (**Exhibit A**) and the Rumson Road Concept Plan and Elevations (**Exhibit C**). The Market Development shall be further subject to the following requirements:

- 3.1.1** Proposed Development. The multi-family market-rate residential development of the Market Development Properties shall be developed with a density allowing up to 34 residential units consisting of up to 18 units on Bingham Avenue and up to 16 on Rumson Road.
- 3.1.2** Parking. Parking for the Market Development shall comply with the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1, et seq. (“*RSIS*”).
- 3.1.3** Affordable Housing Requirement. The affordable housing requirement in connection with the Market Development shall be satisfied as set forth in Section 4.2 herein.

3.2 Timing of Rezoning: The Borough shall introduce the Rezoning Ordinances for both the Bingham Avenue project and the Rumson Road project, which are attached hereto in final draft form as **Exhibits B and D** (“*Rezoning Ordinances*”), after the Court enters an Order approving this Agreement after a duly noticed Fairness Hearing is held, with the second reading of the ordinance to occur prior to the final Compliance Hearing. The Borough shall not await the entry of a Judgment of Compliance and Repose (“*JOR*”) before it entertains the rezoning of the subject properties. The Borough professionals have reviewed the Rezoning Ordinance and the Market Concept Plans, and have confirmed that no variances or waivers are required. In the event the Borough does not adopt the Rezoning Ordinance on second reading for any reason, the parties shall be free to attempt to work out their differences or, each party may declare the agreement null and void, return to the *status quo ante* and assert any position they deem appropriate.

ARTICLE IV - DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications In Accordance With Ordinance, Concept Plan And The Elevations: It is the intention of the Parties to have the Developer file development applications, which will be consistent with the Market Concept Plans and Elevations, attached hereto as Exhibits A and C. Nothing herein shall preclude the Developer from seeking reasonable bulk variances, waivers or *de minimis* exceptions as part of the development applications.

4.2 Affordable Housing Requirements. Developer shall satisfy the affordable housing obligation required in connection with the Market Development as follows:

4.2.1 Dedication of Carton Street Property: Developer shall dedicate the Carton Street Property to the Borough, or a non-profit entity designated by the Borough, for use for affordable housing and shall receive a credit against its payment in lieu of construction as outlined in Section 4.2.2 below. Developer shall not be obligated to deed the property to the Borough, or designee, until Developer has secured preliminary and final site plan approval on both Market Development Properties with all conditions of approval satisfied, and with all appeal periods having expired with no appeal having been filed. The Developer will deed the Carton Street Property to the Borough, or designee, within 45 days after the appeal periods have expired. In the event an appeal is filed, Developer shall not be obligated to deed the Carton Street Property to the Borough, or its designee, until all appeals have been resolved in Developer's favor (i.e., the site plan approvals upheld). Developer agrees that it will file a development application for preliminary and final site plan approval with the Rumson Planning Board on both parcels within 60 days of the Market Development Properties being rezoned and diligently and simultaneously seek these preliminary and final approvals. Developer shall furnish the Borough any Phase 1 and 2 reports that it has acquired or is aware of in this regard, with respect to any environmental contamination or the existing historic fill on the Carton Street Property. Prior to dedicating Carton Street to the Borough, Yellow Brook shall either (a) have its environmental consultant confirm there are no underground storage tanks ("USTs") on the Carton Street Property, or (b) if USTs are determined to be on the Carton Street Property, have the same removed with all appropriate permitting and approvals in accordance with local, county and State law. If after dedication of the Carton Street Property, and after the building on the site is demolished, a UST is found under the building, Yellow Brook shall be responsible for the cost of removing the UST.

As identified in the Melick-Tully & Associates letter report dated November 11, 2019 ("M-T Report"), the only environmental area of concern that requires remediation is the historic fill on the Carton Street Property. Prior to dedication of the Carton Street Property to the Borough (or its designee), Yellow Brook shall obtain a limited restricted Remedial Action Outcome (RAO) from an LSRP in connection with the existing commercial use. Following dedication of the Carton Street Property to the Borough (or its designee), the Borough (or its designee) will be responsible for obtaining a new RAO for the proposed residential development on the Carton Street Property. Yellow Brook agrees to allow the Borough (or its designee) to use the prior environmental reports and studies Yellow Brook had prepared for its RAO. If it is determined that it is not feasible to remediate the Carton Street Property under the NJDEP

regulations, or to provide engineering/institutional controls so that it is suitable for residential development, then the Developer will pay the Borough the full amount owed for its total affordable housing obligation as described in Section 4.2.2 herein, and the Developer will retain ownership of the Carton Street Property.

4.2.2 Payment in Lieu of Construction: Developer shall make a payment in lieu of construction for nine (9) affordable units based upon approvals for 34 market units. The cost for each affordable unit shall be Three Hundred Fifty Thousand Dollars (\$350,000.00), totaling Three Million One Hundred Fifty Dollars (\$3,150,000.00) ("*Payment*"). The Developer shall receive a credit against the Payment in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00), which represents the cost to Developer in purchasing the Carton Property. The Payment shall be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("*Phasing Schedule*"). Developer's credit for the Carton Property in the amount of \$1,700,000, shall represent payment towards 4.85 affordable units. Therefore, Developer will not have to make any additional payments until it reaches the 75% completion threshold in the Phasing Schedule of the combined projects. In the event the Carton Street Parcel is not developable as per Section 4.2.1 herein, the Developer will be responsible for paying the entire Payment to the Borough.

4.3 Obligation To Support Borough's Application for Approval of its Affordable Housing Compliance Plan As May Be Amended. As it pertains to the Borough's application for approval of its Compliance Plan as may be amended and provided the Borough has complied with its obligations herein and is not in default under this Agreement, Yellow Brook shall support the Borough's efforts to secure approval of its Compliance Plan as may be amended. Provided that the Borough has complied with its obligations herein and is not in default under this Agreement, Yellow Brook shall also support the Court's implementation of the Compliance Plan, as it may be amended in any form, unless the Compliance Plan deprives Yellow Brook of any rights created hereunder, or unless the Borough undertakes any action to obstruct or impede Yellow Brook from securing such approvals as it needs to develop the Market Rate Development.

4.4 Obligations With Respect To Sites Other Than The Market Development Properties. Yellow Brook is free to seek to redevelop any site that the Borough has targeted and included in its Compliance Plan, but is not free to directly or indirectly seek to redevelop any other site in the Borough for multi-family inclusionary residential development as part of satisfying the Borough's Third Round affordable housing obligation (which includes the Borough's Prior Round obligation). This provision of this Agreement is non-severable.

ARTICLE V - OBLIGATIONS OF THE BOROUGH

5.1 The Rezoning Ordinances: The Borough shall adopt the ordinance to permit the development of the Market Development Properties reasonably consistent with the Market Concept Plans, (the “*Rezoning Ordinances*”) within the time specified in Section 3.2.

5.2 Obligation To Cooperate: The Borough acknowledges that in order for Developer to construct the Market Development on the Market Development Properties the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the development contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, “*Required Approvals*”). The Borough agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals provided that if such cooperation requires the Borough or its boards to retain outside professionals at the request of Yellow Brook, Yellow Brook shall be responsible for all reasonable costs for these services.

5.3 Obligation to Maintain Proposed Re-Zoning of Property: The Borough agrees that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an affordable housing obligation for the Borough for the period 1987-2025 that would lower the Borough’s affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Borough shall nonetheless implement the Rezoning Ordinances contemplated by this Agreement and take all steps necessary to support the development of the Market Development contemplated by this Agreement.

5.4 Obligation to Refrain From Imposing Cost-Generative Requirements. The parties acknowledge that the Rezoning Ordinance has been designed to permit the development of the subject properties in accordance with the detailed concept plans attached hereto, and that the adoption of the ordinance satisfies the Borough’s obligations to relieve the developer of cost generative features not necessary for health or safety except with respect to the Borough’s tree ordinance. In lieu of complying with the Borough’s tree ordinance, Developer shall provide a report showing what trees are being preserved and what trees are being removed that shall, to the maximum extent practicable, preserve existing trees in the between the market parcels and the adjacent parcels.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Market Development, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

6.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Rezoning Ordinance, the Required Approvals, the development of the Yellow Brook Properties consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Yellow Brook Properties (“*Notice[s]*”) shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days’ notice as provided herein:

TO DEVELOPER: Yellow Brook Property Co., LLC
Roger Mumford
247 Bridge Avenue, Suite 5
Red Bank, NJ 07701
Phone: (732) 842-1580
E-mail: rmumford@mumfordhomes.com

With a copy to: Craig M. Gianetti, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054
Phone: (973) 966 8053
E-mail: cgianetti@daypitney.com

TO THE BOROUGH: Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue
Suite 301
Brielle, New Jersey 08730
Phone: (732) 612-3100
Email: en@surenian.com

With a Copy to: Thomas S. Rogers, Municipal Clerk and Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
E-mail: trogers@rumsonnj.gov

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VII - MISCELLANEOUS

7.1 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Market Developments provided in this Agreement, and such other actions as may be required of the Planning Board or Borough under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Borough Council, as appropriate, and in accordance with their duties and the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law.

7.2 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available.

7.3 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

7.4 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

7.5 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

7.6 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment reference above in Section 7.4, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

7.7 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth in this Agreement.

7.8 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

7.9 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

7.10 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

7.11 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided.

7.12 Effective Date: The effective date ("*Effective Date*") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement and upon approval of this agreement at a duly noticed fairness hearing at which both parties shall appear and seek a determination by the Court that this agreement is fair and reasonable to lower income households.

7.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

7.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.15 Construction, Resolution of Disputes. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.16 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Compliance Plan or Zoning Ordinances, and this Agreement shall control with respect to those matters as applied to the Property. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

7.17 Transferability. Yellow Brook shall not transfer the development rights bestowed upon it in this Agreement to another developer without the Borough's Consent, which shall not be unreasonably withheld.

7.18 Fair Share Housing Center Attorneys' Fees and Costs. Fair Share Housing Center is requiring a payment of \$31,000 from the Borough for attorneys' fees and/or costs in connection with this litigation. As part of this Agreement, Yellow Brook agrees that it shall pay the fee of \$31,000 on behalf of the Borough within thirty (30) days of receipt of a request for said payment from the Borough, which request shall be made after said fee is due under the Borough's settlement agreement with Fair Share Housing Center.

7.19 Recitals. The recitals of this Agreement are incorporated by reference.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:

YELLOW BROOK PROPERTY CO., LLC

Hayley Nichols
Name:

By: 
Name: Roger Mumford
Title: Member

Date: JANUARY 10, 2020

Attest:

BOROUGH OF RUMSON,
A Municipal Corporation of the
State of New Jersey


Name: Thomas S. Rogers
Title: Municipal Clerk and Administrator

By: 
Name: Joseph K. Hemphill
Title: Mayor

Date: JANUARY 16, 2020

EXHIBIT A

**CONCEPT SITE PLAN AND ELEVATIONS
FOR BINGHAM AVENUE DEVELOPMENT**

132 BINGHAM AVENUE - ATTACHMENT TO SETTLEMENT AGREEMENT

- SCHEMATIC LANDSCAPE BUFFER PLAN
- CONCEPT PLAN – BULK STANDARDS
- SCHEMATIC DUPLEX PLANTING PLAN
- LANDSCAPE BUFFER SECTIONS – BEFORE & AFTER
- LANDSCAPE BUFFER SECTIONS WITH SUPPLEMENTAL INFORMATION
- DUPLEX ARCHITECTURE
- EXTERIOR MATERIALS

LEGEND

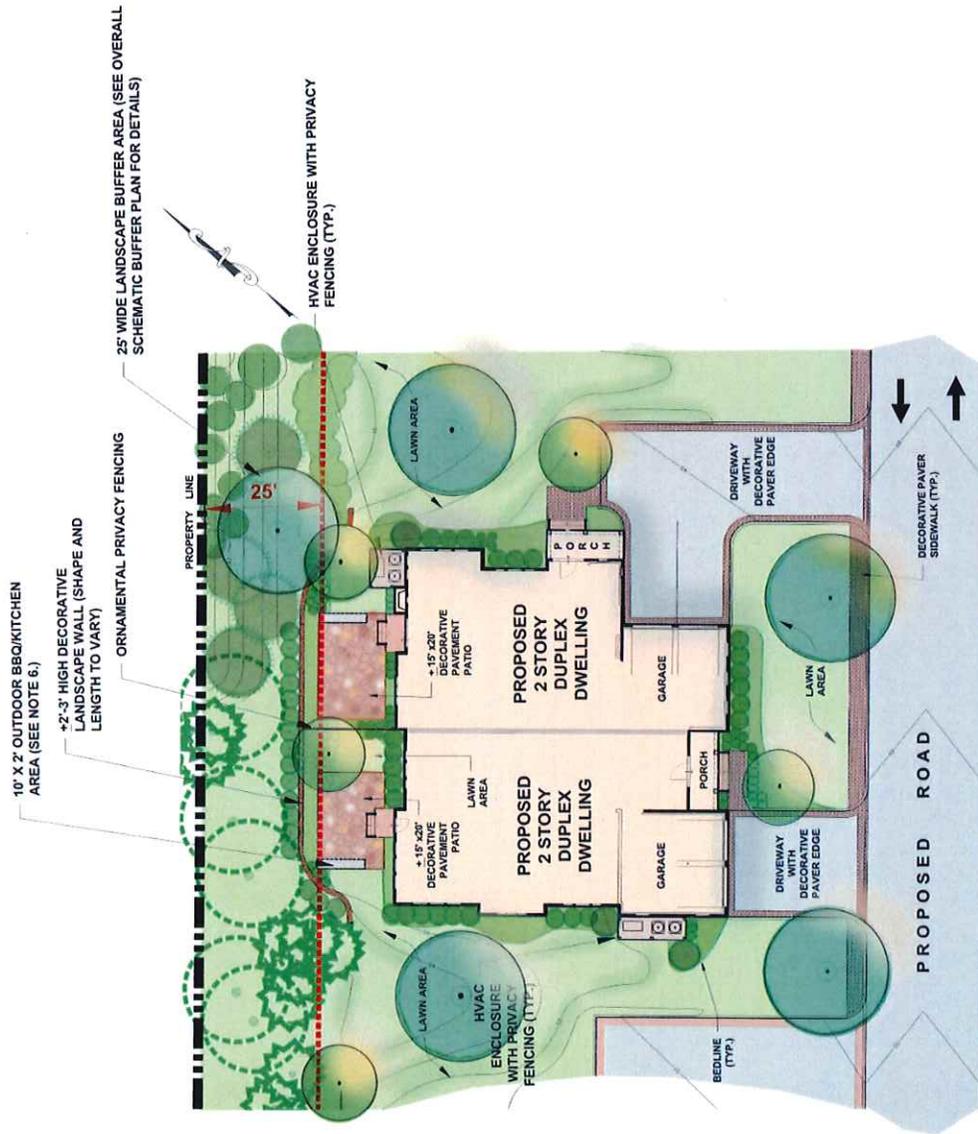
DUPLEX PLANTING PALETTE - RECOMMENDED PALETTE OF PLANT GROUPINGS

- A. DECIDUOUS SHADE TREES (ACER, QUERCUS, TILIA)
- B. SMALL EVERGREEN TREES (ILEX CHINENSIS, BLUE BOY AND GIRL, TAXUS CAPitata)
- C. LARGE EVERGREEN AND DECIDUOUS SHRUBS (RHODODENDRON, ILEX MAIOR, HYDRANGEA, LIRIODENDRON, AND LARGE EVERGREEN BUFFER TREES (ILEX OPACA FEMALE AND MALE))
- D. SMALL EVERGREEN AND DECIDUOUS SHRUBS (EJONTYMIUS VARIEGATED, AZALEA, SPIREA)
- E. DECIDUOUS ORNAMENTAL UNDERSTORY TREES (CORNUS, CEIBUS)
- F. BED OF PERENNIALS, GROUNDCOVER OR ORNAMENTAL GRASSES (COREOPSIS, RUBISCOIA, MISCANANTUS, PACHYSANDRA, FESCUE, ETC.)

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN

NOTE:

1. THE PROPOSED DUPLEX FOUNDATION PLANTINGS SHALL BE DESIGNED IN A FREE FORM MANNER AND SHALL BE PLANTED IN A MANNER THAT REMAINS AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL ARE DISCOURAGED.
2. THE SPECIES AND LOCATIONS OF FOUNDATION PLANT MATERIAL SHALL VARY TO PROVIDE FOUR SEASONAL INTEREST AND LANDSCAPE VARIETY TO THE PROPOSED COMMUNITY.
3. HEDGE-GATE ELEMENTS ARE ENCOURAGED (LOW FENCES, WALLS, ACCENT/FOCAL POINTS ETC.)
4. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED: "TOPOGRAPHIC SURVEY, PREPARED FOR LOT 31 BLOCK 134, SITUATED IN THE BOROUGH OF RUMSON, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY FRISH AND PARELLO ASSOCIATES, DATED JAN. 14, 2014.
5. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUOSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
6. OUTDOOR ARCHITECTURE NOTE: THE OWNER OF EACH UNIT SHALL HAVE THE OPTION OF ADDING A PATIO OR PORCH TO THEIR UNIT. THE PATIO OR PORCH LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR ILLUSTRATION PURPOSES ONLY.
7. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.



SCHMATIC DUPLEX PLANTING PLAN
SCALE: 1" = 10'

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC UNIT PLANTING LAYOUT ONLY. FINAL LANDSCAPING LAYOUT SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

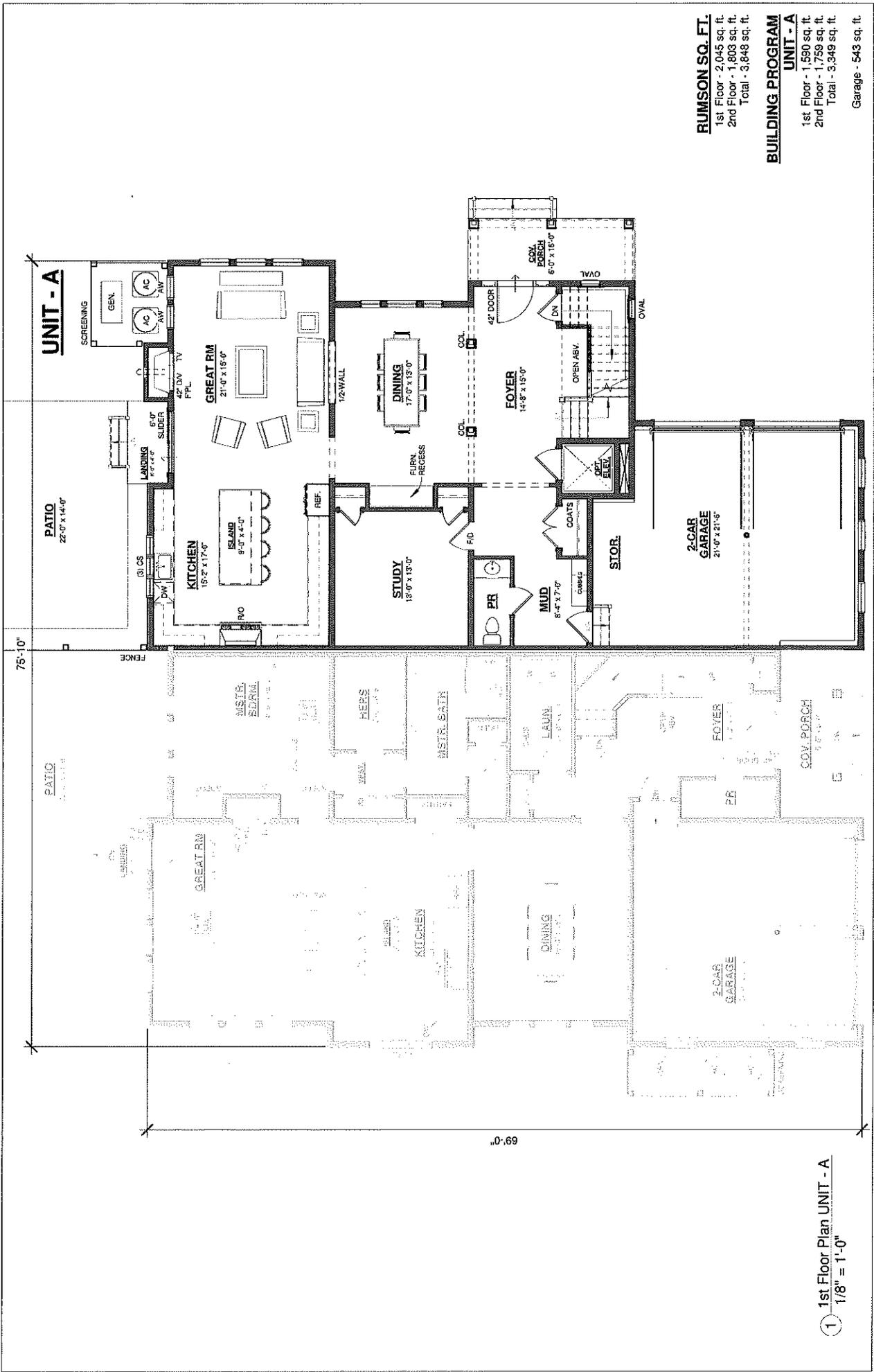
FRP
FRISH & PARELLO
ARCHITECTS & PLANNERS

132 BRICCLAM AVE
LOT 31, BLOCK 134
RUMSON, NJ 08063

DATE: 01/14/2014
SCALE: 1" = 10'

PROJECT: SCHEMATIC DUPLEX PLANTING PLAN
PROPOSED RESIDENTIAL SITE PLAN





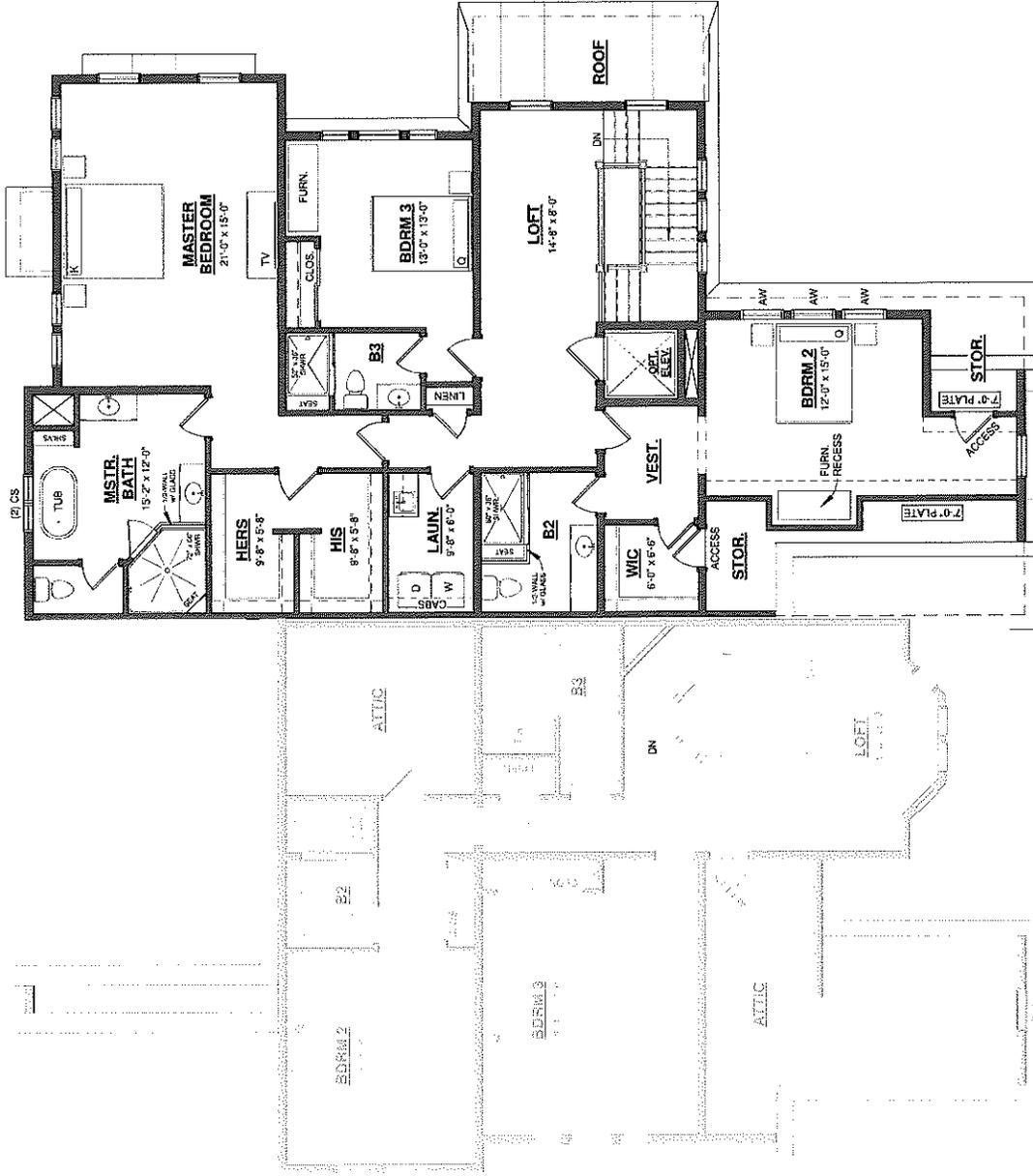
RUMSON SQ. FT.
 1st Floor - 2,045 sq. ft.
 2nd Floor - 1,803 sq. ft.
 Total - 3,848 sq. ft.

BUILDING PROGRAM
UNIT - A
 1st Floor - 1,590 sq. ft.
 2nd Floor - 1,759 sq. ft.
 Total - 3,349 sq. ft.
 Garage - 543 sq. ft.

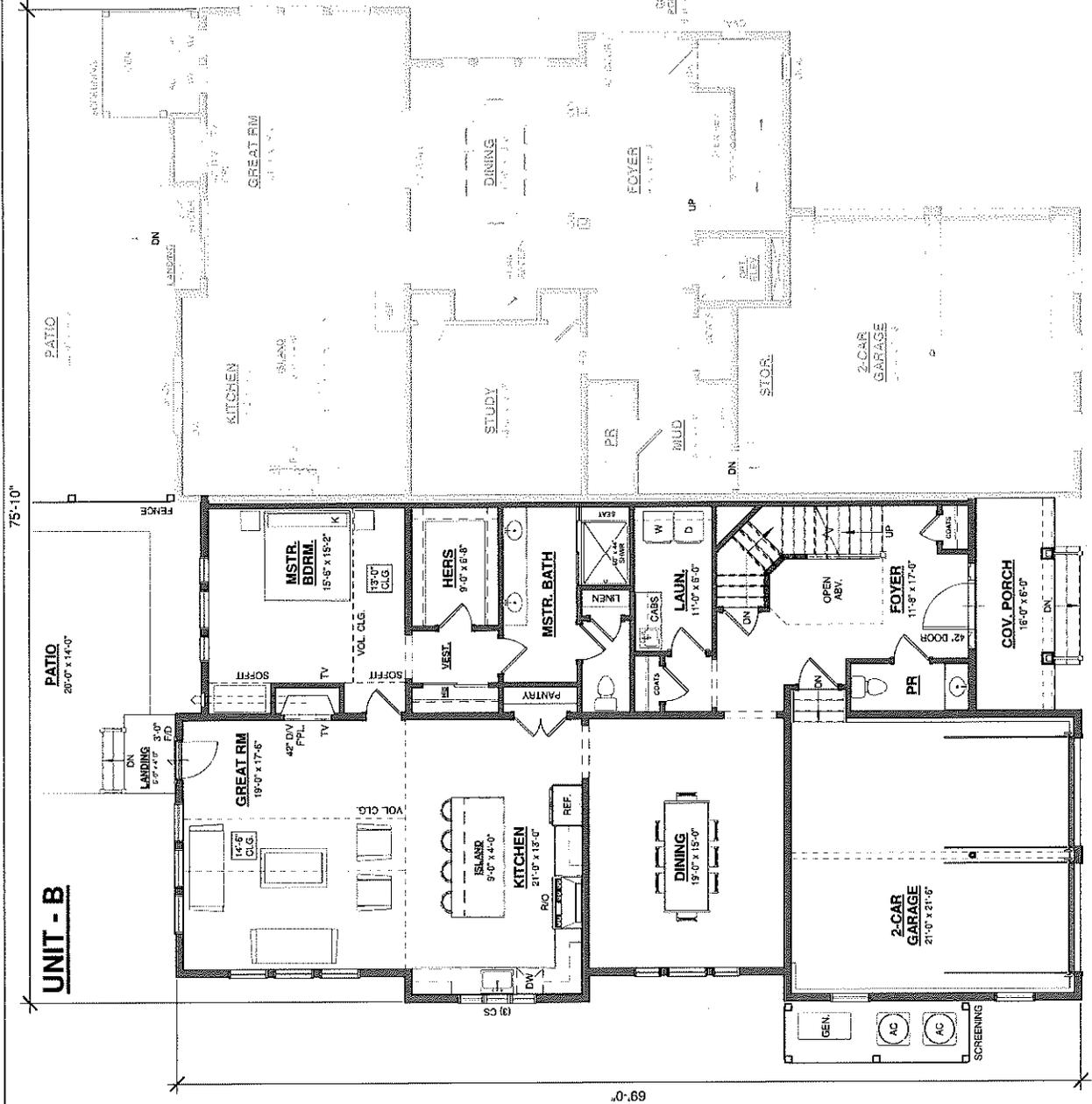
① 1st Floor Plan UNIT - A
 1/8" = 1'-0"

0.69

UNIT - A



① 2nd Floor Plan UNIT - A
1/8" = 1'-0"



75'-10"

UNIT - B

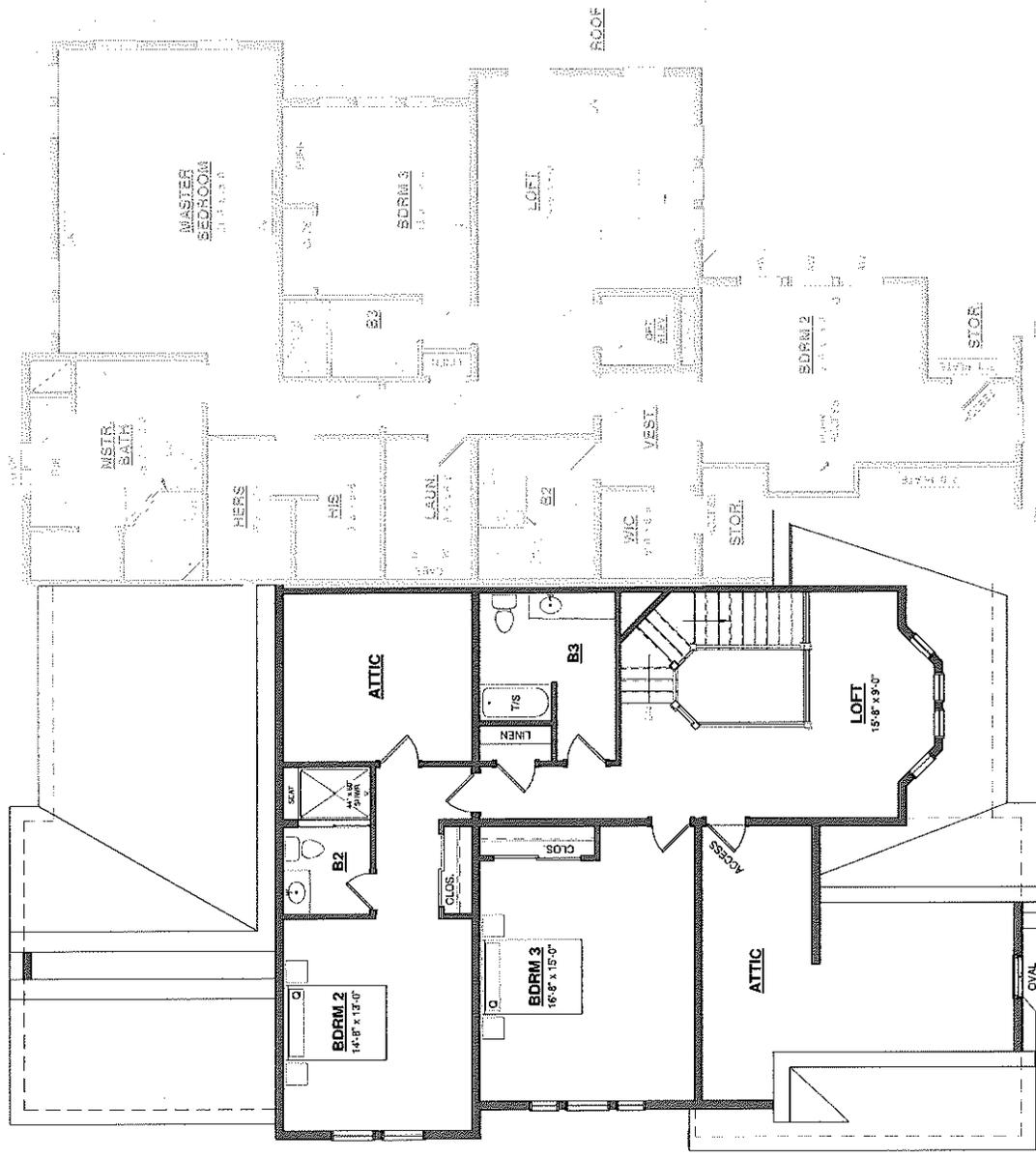
0.69

RUMSON SQ. FT.
 1st Floor - 2,308 sq. ft.
 2nd Floor - 1,273 sq. ft.
 Total - 3,581 sq. ft.

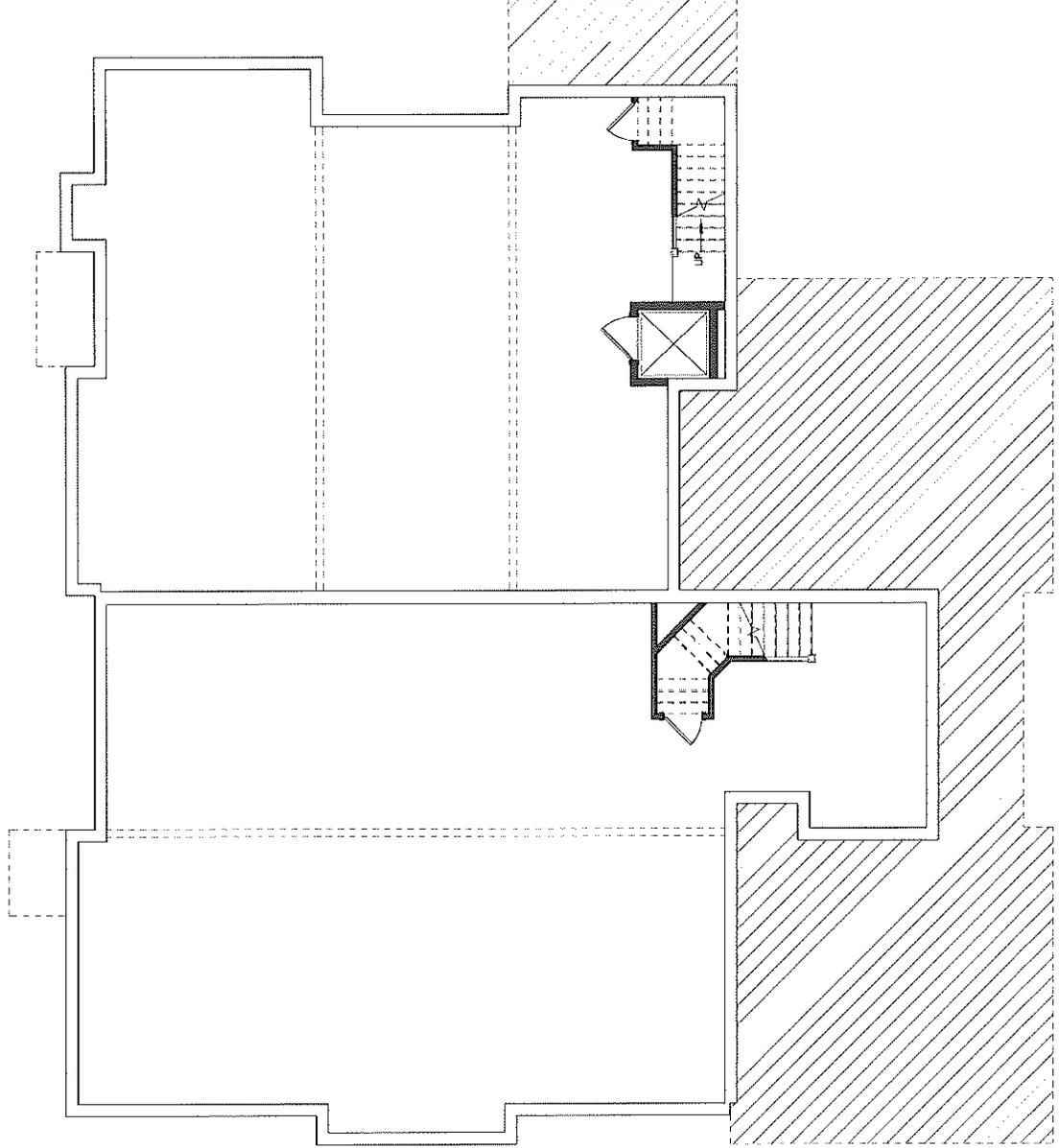
BUILDING PROGRAM
UNIT - B
 1st Floor - 1,908 sq. ft.
 2nd Floor - 1,086 sq. ft.
 Total - 2,994 sq. ft.
 Garage - 489 sq. ft.

① 1st Floor Plan UNIT - B
 1/8" = 1'-0"

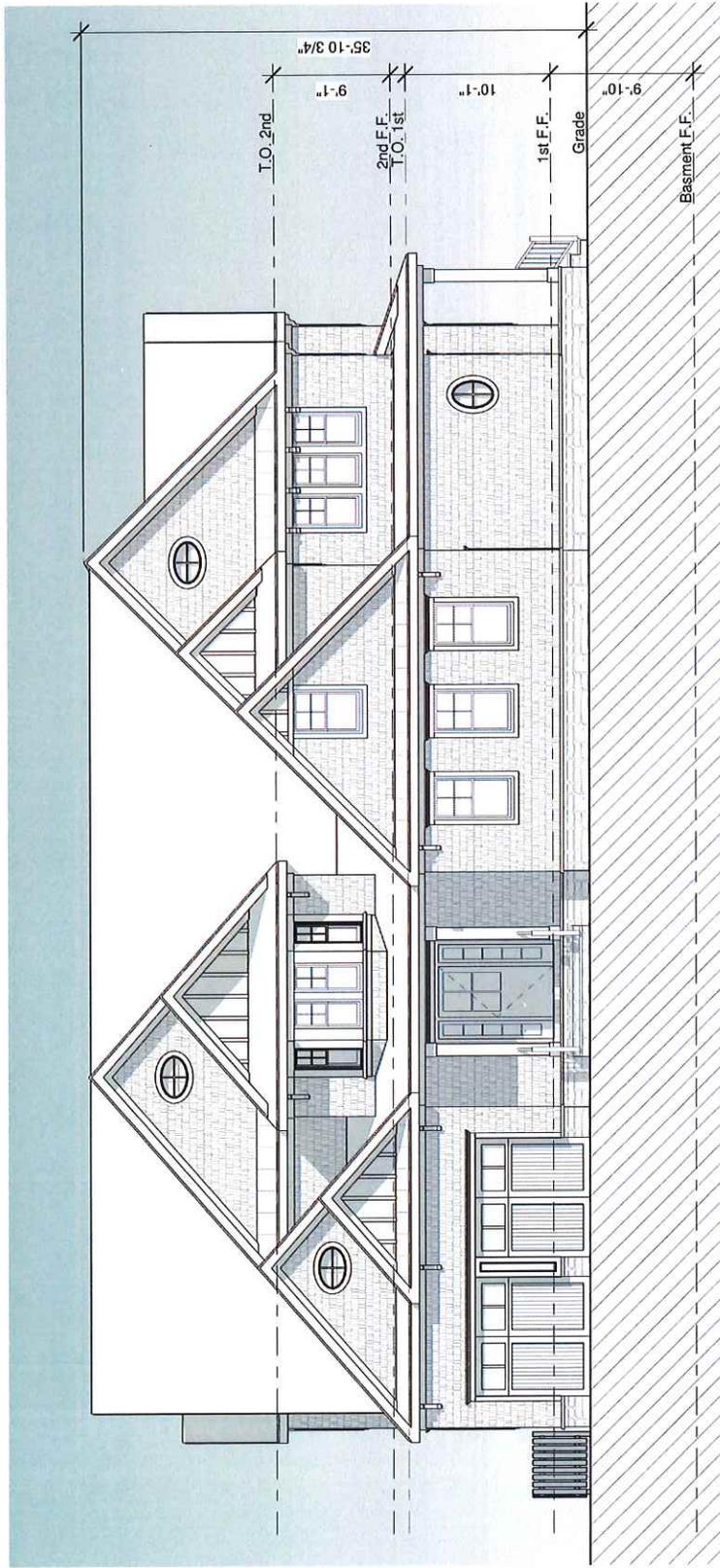
UNIT - B



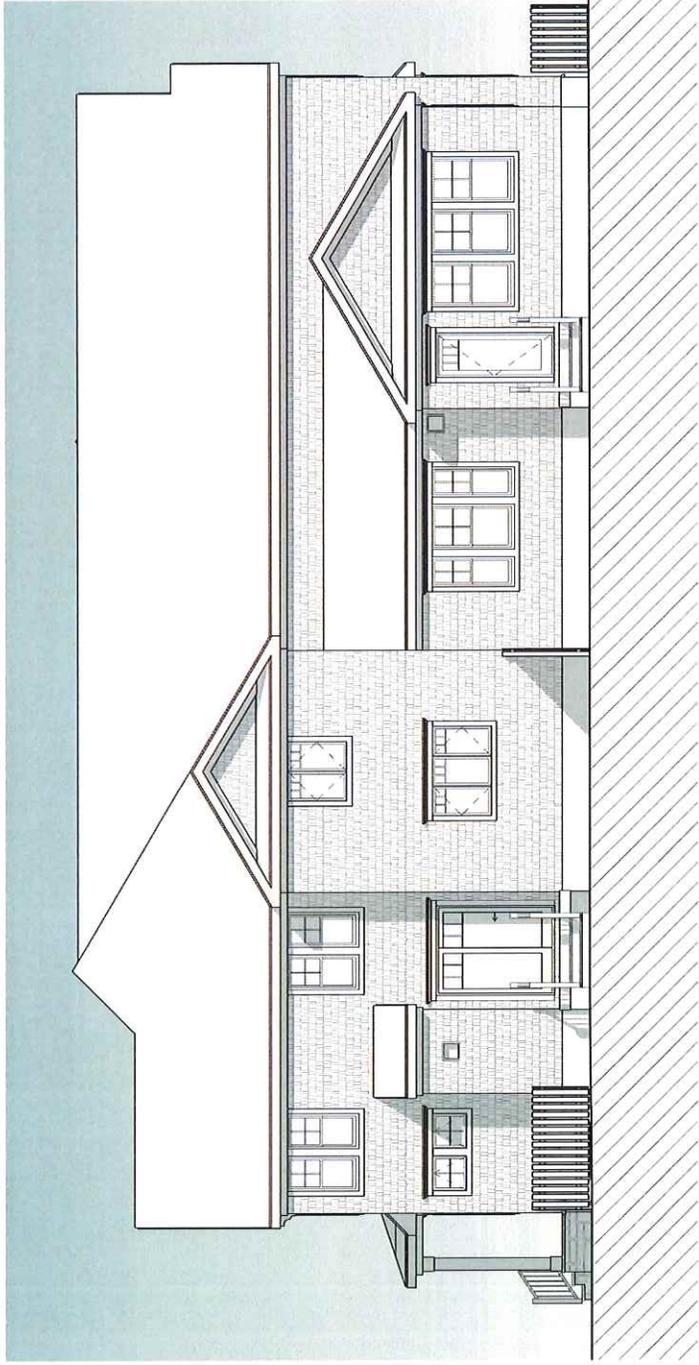
1 2nd Floor Plan UNIT - B
1/8" = 1'-0"



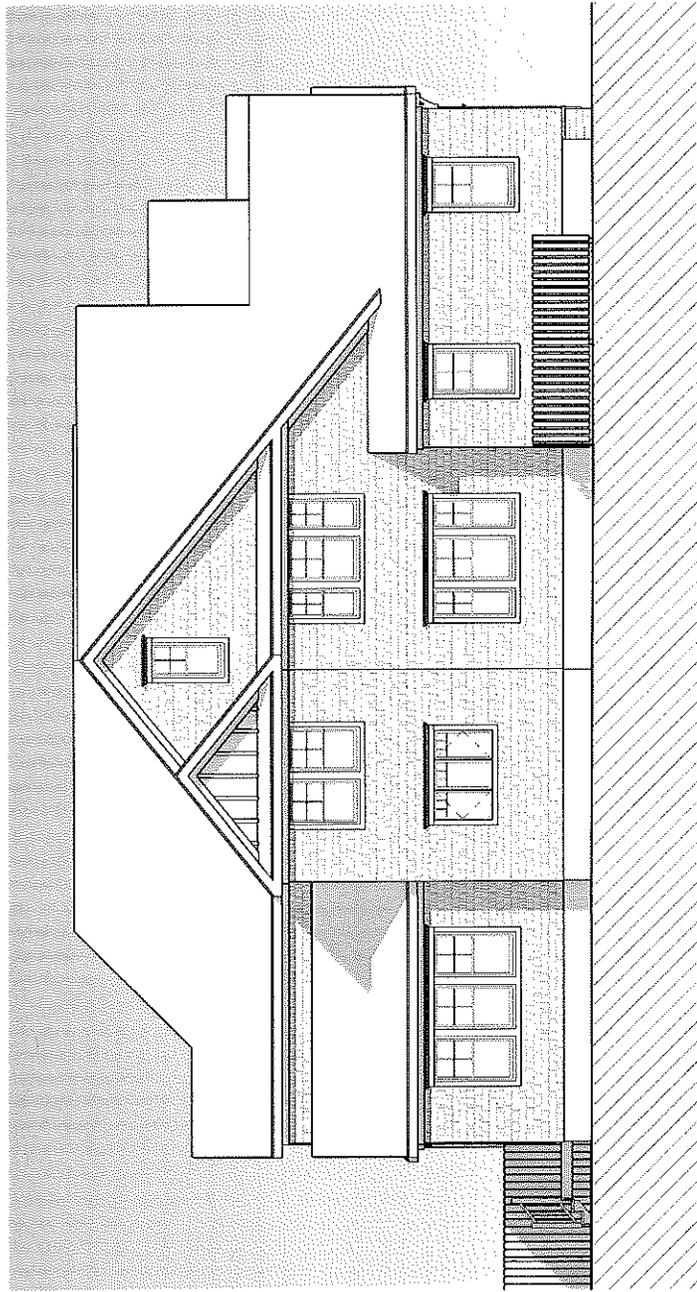
1 Basement Floor Plan
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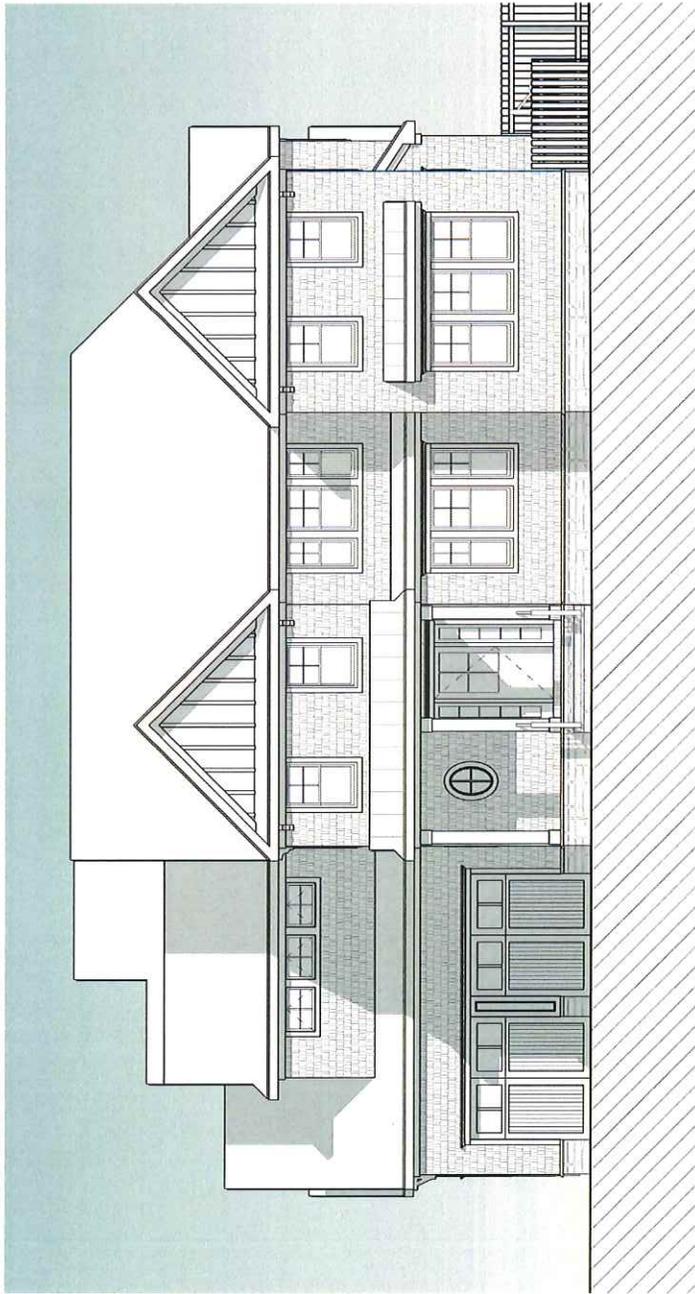
1 Front Elevation
 1/8" = 1'-0"



① Rear Elevation
1/8" = 1'-0"

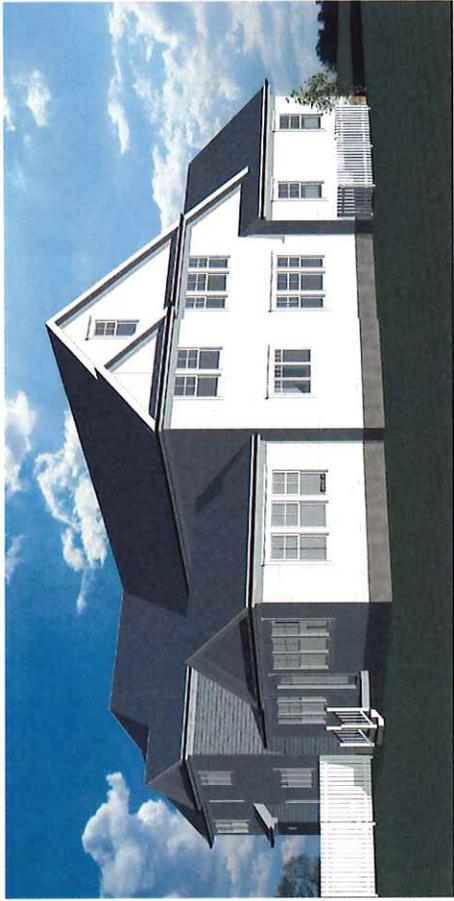


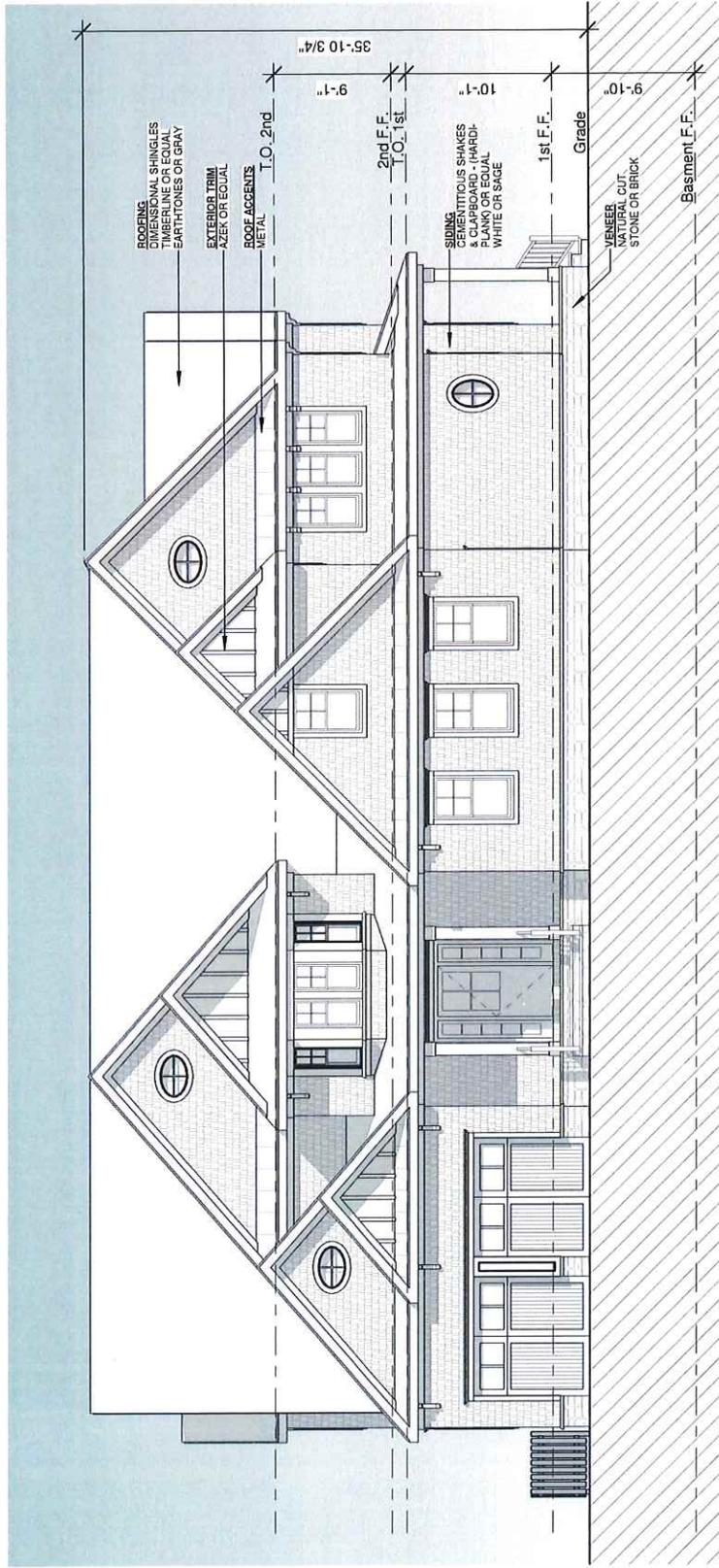
① Left Elevation
1/8" = 1'-0"



1 Right Elevation
1/8" = 1'-0"







EXTERIOR MATERIALS

1 Front Elevation
1/8" = 1'-0"

EXHIBIT B

ORDINANCE FOR BINGHAM AVENUE DEVELOPMENT

Yellow Brook: Bingham Avenue Inclusionary Housing Zone – BA Zoning District

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS” OF SECTION 22-5 “ZONING DISTRICT REGULATIONS”, TO CREATE AN RESIDENTIAL HOUSING ZONE ALSO KNOWN AS THE BINGHAM AVENUE HOUSING DISTRICT (BA).

BE IT ORDAINED by the Mayor and Council of Rumson Borough as follows:

Section 1. Chapter 22-5 (Zoning District Regulations) is hereby amended to establish the Bingham Avenue (BA) District as an additional district and establish Chapter 22-5.17 to provide zoning requirements.

Chapter 22-5.17. Bingham Avenue (BA) District

A. Applicability.

The use, bulk, design and performance standards of the BA District shall supersede the zoning provisions of the Rumson Borough General Ordinances and the Development Regulation Ordinance (Chapter XXII). However, where the regulations and standards of the BA District are silent, the standards of the General Ordinances and Chapter XXII shall apply.

B. Purpose.

The BA District provides land use regulations for the redevelopment of the site where specific site elements are incorporated that limit the impact to the surrounding parcels through the requirement of adequate development setbacks, alternate means of access and sufficient buffering. The BA District is intended to provide for the development of multifamily housing with a payment in-lieu contribution to the Borough’s Affordable Housing Trust Fund to support the development of very low, low and moderate income housing elsewhere in the Borough. The BA District is being created to implement the Settlement Agreement between the Borough of Rumson and Yellow Brook Property Co., LLC, which was entered into on _____, 2020 (hereinafter the “Yellow Brook Settlement Agreement”), the terms and conditions of which are incorporated herein by reference.

C. Permitted Uses. Permitted principal uses and structures. The following principal uses and structures shall be permitted in the BA District.

1. Duplex (side by side) Dwellings.
2. Public and private open space and parks.

D. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the BA District:

1. Fences and walls.
2. Off-street parking including stand-alone garages.

3. Site Furnishings (seating, etc.).
4. Accessory structures as depicted on the concept plan that is attached to the Yellow Brook Settlement Agreement as Exhibit A (Bingham Avenue Concept Plan and Elevations). The exhibit is also attached hereto as Exhibit A.

E. Community Design and Access. Any plan for the development of the parcel shall be substantially consistent with Exhibit A of the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity.

F. Maximum Building Height.

1. Maximum building height for the duplex dwellings shall not exceed 38 feet in height and 2 ½ stories.

G. Area and Yard Requirements.

The following area and bulk regulations shall apply:

- | | |
|--|---|
| 1. Maximum number of dwelling units: | 18 |
| 2. Maximum building coverage: | 25% |
| 3. Maximum impervious coverage: | 55% |
| 4. Minimum setback from right-of-way: | 100 feet |
| 5. Minimum setback from tract boundary (other than ROW): | 40 feet excluding patio / 20 feet for patios |
| 6. Minimum buffer width from tract boundary: | 25 feet, 20 feet permitted only for retaining walls associated with patios. Unit 8 as shown on the Bingham Avenue concept plans shall have 15 feet permitted for retaining wall with patio. |
| 7. Minimum distance between dwellings: | 30 feet, except units 8 & 9 where 20 feet shall be the minimum |
| 8. Minimum distance from garage to façade to sidewalk: | 25 feet |
| 9. Parking spaces shall be provided for all residential dwellings according to the New Jersey Residential Site Improvement Standards (<u>N.J.A.C. 5:21</u>). | |

10. Parking areas, roadways and driveways shall be located a minimum of 25 feet from any tract boundary except on-street head-in parking, where 15-feet shall be the minimum, and the driveway for Unit 8 as shown on the Bingham Avenue Concept plans, where 20-feet shall be the minimum.
11. Garages shall not face the public right-of-way without an intervening principal building situated between the garage and the public right-of-way.
12. 80% of the required parking shall be provided within an enclosed garage.
13. 50% of the on-street parking shall be provided as parallel parking spaces.
14. Parking not within a garage shall not be visible from the public right-of-way and shall be screened from view of adjoining properties and the public right-of-way with plantings, walls and fences to provide 100% opacity.
15. Outside refuse disposal is not permitted. Refuse disposal container shall be contained with the buildings.
16. Surface detention facilities for stormwater management shall not be located within the front yard setback from the public right-of-way.
17. The buffer area shall not include driveways, parking, utilities, stormwater management, patios, courtyards, decks, mechanical equipment or buildings.
 - a. Existing vegetation within the buffer that is not considered invasive or dead or dying shall be preserved.
 - b. Landscape buffers shall consist of a combination of screen elements including deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities to perform their necessary screening function.
 - c. Screening function shall be defined as providing privacy to both the proposed and existing off-site adjacent residential lots.
 - d. Existing on-site trees to remain within the required buffer area shall be utilized as part, and incorporated into, the buffer design.
 - e. Proposed screening layout and elements shall be placed only within the required buffer area and are subject to review and approval by the Borough.
 - f. Proposed plant material shall provide a four-season interest, be deer tolerant and consist primarily of native species. Invasive plant species shall not be allowed. Applicants are encouraged to use the New Jersey American Native Plant Society and the Rutgers Agricultural Extension Service Websites as a guide in species selection.
 - g. Plant material shall be installed at the following minimum sizes:

Deciduous trees – 3” caliper minimum
Conifer trees – 8’ height minimum
Large Evergreen and Deciduous Shrubs – 4’ height minimum
Small Evergreen and Deciduous Shrubs – 2’ height minimum

- h. Drip irrigation is encouraged to be incorporated within the landscape buffer area to ensure the success of the proposed plant material.
- i. All other requirements from Section 22-8.4 shall apply.

H. Design Standards. Deviations from these design standards shall be considered exceptions pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at N.J.S.A. 40:55D-51.

1. Building Design. The purpose of these building design standards is to ensure that the design of buildings promotes a desirable visual and spatial environment and that the buildings fit within the existing range of vernacular styles within Rumson Borough. The design of the buildings shall comply with the following standards, and shall be substantially consistent with Exhibit A of the Yellow Brook Settlement Agreement, which is also attached hereto as Exhibit A.
2. Pedestrian Circulation. Pedestrian walkways connecting streets and parking area to the dwellings shall be provided. All walkways shall be constructed of brick or brick pavers.
3. Curbing.
 - a. All curbs shall be 6” in height and constructed of Belgian block, unless mountable Belgian block curbs are proposed.
 - b. A depressed curb with a concrete apron and the sidewalk shall traverse the width of the driveway that intersects with the private road.
4. Lighting
 - a. General. All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property. The use of light emitting diode (LED) fixtures is required for energy efficiency and uniform illumination.
 - b. Parking lots shall be illuminated with a minimum of two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
 - c. Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.

- d. Lighting shall be provided by fixtures in parking lots with a mounting height not more than 16 feet measured from the ground level to the center line of the light source and lighting fixtures no to exceed twelve (12) feet in height shall be provided for pedestrian walkways and residential areas outside of parking lots.
- e. Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- f. Fixtures for illumination shall be full cutoff luminaires.

4. Mechanical Equipment.

- a. General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed.
- b. Outdoor storage, utility meters, HVAC equipment, and other such service functions shall be incorporated into the overall design of the buildings and site layout. Walls, screens and enclosures for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

J. General Standards.

- 1. There shall exist approved public water and public sewer systems which shall be available to each unit prior to the issuance of the building permit for that unit.
- 2. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept subject to a developer's agreement with the Borough.

K. Affordable Housing.

A payment in-lieu contribution to the Borough's Affordable Housing Trust Fund for the provision of five (5) off-site affordable housing units is required for development within the BA District, as per the terms and conditions in Section 4.2 of the Yellow Brook Settlement Agreement.

Section 2. Chapter XXII (Development Regulations Zoning Map appendix) is hereby amended to add the Bingham Avenue (BA) District for Block 94, Lot 5.

Section 3. If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Introduced: _____.

Passed and Approved: _____.

I hereby approve of the
passing of this ordinance.

Joseph K. Hemphill
Mayor

Attest:

Thomas S. Rogers
Borough Clerk/Administrator

EXHIBIT C

CONCEPT SITE PLAN AND ELEVATIONS FOR RUMSON ROAD DEVELOPMENT

91 RUMSON ROAD - ATTACHMENT TO SETTLEMENT AGREEMENT

- SCHEMATIC LANDSCAPE BUFFER PLAN
- CONCEPT PLAN - BULK STANDARDS
- SCHEMATIC TRIPLEX & CARRIAGE HOUSE PLANTING PLAN
- LANDSCAPE BUFFER SECTIONS – BEFORE & AFTER
- LANDSCAPE BUFFER SECTIONS WITH SUPPLEMENTAL INFORMATION
- OSPREY LANE ELEVATION
- TRIPLEX ARCHITECTURE
- CARRIAGE HOUSE ARCHITECTURE
- 2-CAR DETACHED GARAGE
- 3-CAR DETACHED GARAGE
- EXTERIOR MATERIALS – TRIPLEX
- EXTERIOR MATERIALS – CARRIAGE HOUSE



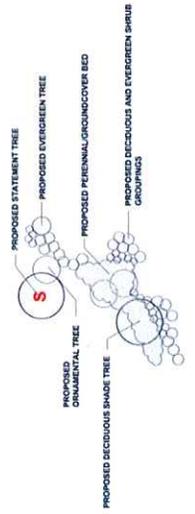
LEGEND

	PLANTING PALETTE TYPE A RECOMMENDED PALETTE OF PLANT GROUPINGS
	PLANTING PALETTE TYPE B RECOMMENDED PALETTE OF PLANT GROUPINGS
	PLANTING PALETTE TYPE C RECOMMENDED PALETTE OF PLANT GROUPINGS
	PLANTING PALETTE TYPE D RECOMMENDED PALETTE OF PLANT GROUPINGS
	WETLANDS BUFFER AREA
	WETLANDS

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED PLANTINGS IN THE INTERIOR OF THE SITE. THIS PLAN SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

LEGEND

	STAKE LOCATION AS PER EXISTING BUFFER PLANTING INVENTORY BY ROY DEBOER, NOVEMBER 2015.
	EXISTING DECIDUOUS TREE TO REMAIN
	EXISTING EVERGREEN TREE TO REMAIN
	WETLANDS BUFFER AREA
	WETLANDS



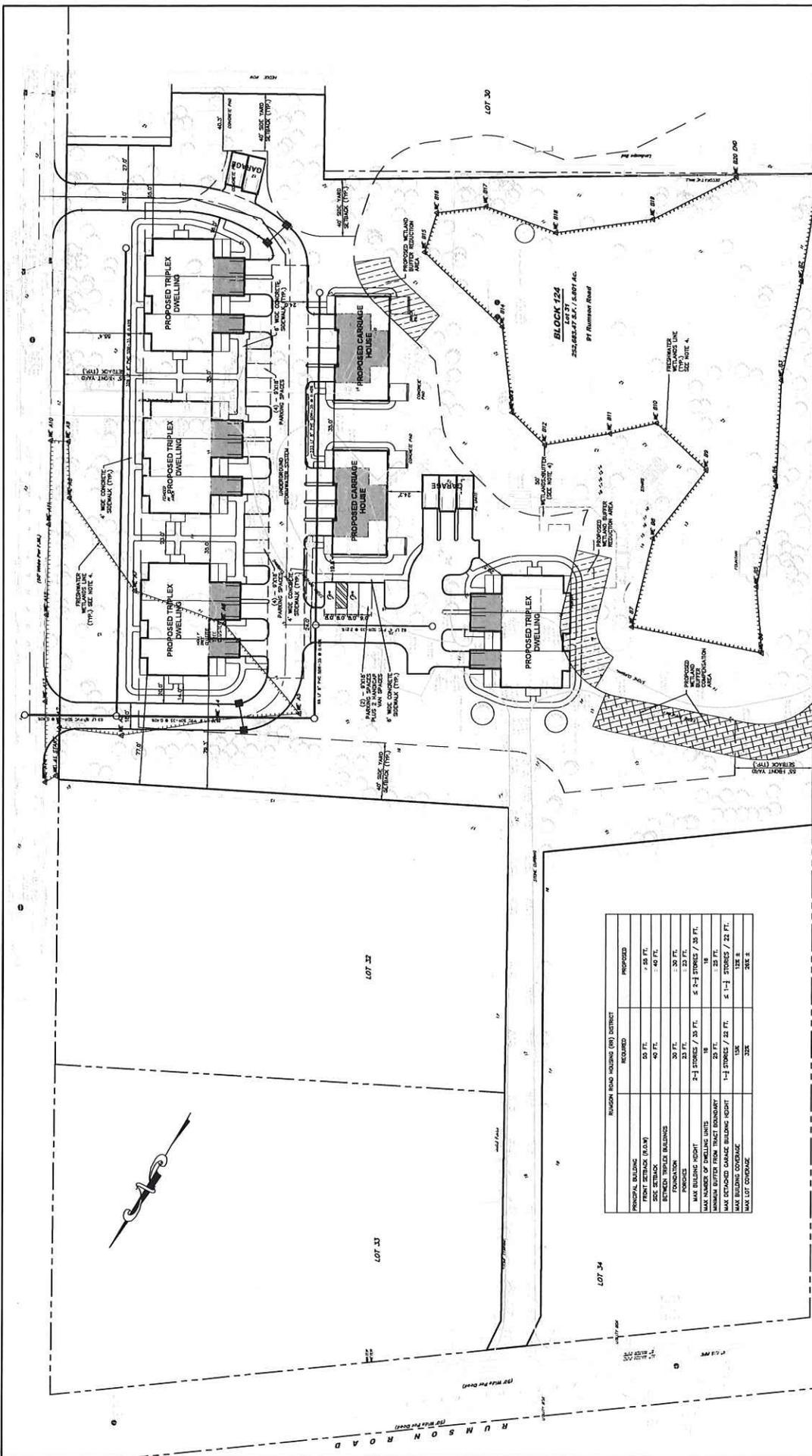
NOTES:

1. THE PROPOSED BUFFER PALETTE PLANTINGS SHALL BE DESIGNED IN A FREE FORM, NATURALISTIC SHAPE THAT WILL SEAMLESSLY BLEND WITH THE EXISTING PLANT MATERIAL TO REMAIN AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL IS DISCOURAGED.
2. THE APPLICANT SHALL UTILIZE THE EXISTING TREE INVENTORY PHOTOS BY ROY DEBOER AS A GUIDE IN THE PROPOSED BUFFER MATERIAL AND LAYOUT.
3. LANDSCAPE ELEMENTS ARE ENCOURAGED (LOW FENCES, WALLS, ACCENTUATIONAL POINTS ETC.).
4. PLANT LOCATIONS AND QUANTITIES ARE APPROXIMATE AND SHALL BE USED AS GUIDE DURING FINAL DESIGN. LAYOUT, SPECIES AND QUANTITIES ARE SUBJECT TO APPROVAL BY RUNSON BOROUGH.
5. BASE MAP INFORMATION OBTAINED FROM PLAN ENITLED: "TOPOGRAPHIC SURVEY, PREPARED FOR LOT 31 BLOCK 12A, SITUATED IN THE BOROUGH OF RUNSON, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY FRENCH & PARELLO ASSOCIATES, DATED JULY 24, 2014.
6. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUOSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
7. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.
8. THE FRESHWATER WETLANDS LINE ILLUSTRATED HAS BEEN DELINEATED BY A REPRESENTATIVE FRENCH & PARELLO ASSOCIATES AND THE LINE NEEDS TO BE VERIFIED BY NJDEP BY A LETTER OF INTERPRETATION. THEREFORE THE LINE SHALL BE CONSIDERED APPROXIMATE UNTIL NJDEP CONFIRMS AND ISSUES THE LETTER OF INTERPRETATION.

FRENCH & PARELLO
ARCHITECTS & PLANNERS
1000 ROUTE 100, SUITE 100
MILLSBORO, NJ 08264
TEL: 856-681-1111
WWW.FRENCHANDPARELLO.COM

SCHEMATIC LANDSCAPE BUFFER PLAN
FOR
PROPOSED RESIDENTIAL SITE PLAN
91 RUNSON ROAD
LOT 31, BLOCK 12A
MONMOUTH COUNTY, NEW JERSEY

DATE: 07/24/2014
SCALE: 1" = 10'



RUMSON BOARD WARDING (RW) DISTRICT	
RECORDED	PROPOSED
FRONT SETBACK (R.O.W.)	50 FT. / 25 FT.
SIDE SETBACK	40 FT. / 40 FT.
BETWEEN TRIPLEX BUILDINGS	30 FT. / 30 FT.
FOUNDATION	30 FT. / 30 FT.
MAX BUILDING HEIGHT	2-1 STORIES / 30 FT. / 18 FT.
MINIMUM BUFFER FROM TRACT BOUNDARY	20 FT. / 20 FT.
MAX DETACHED GARAGE BUILDING HEIGHT	1-1 STORIES / 20 FT. / 10 FT. 8
MAX BUILDING COVERAGE	100% / 100% 2
MAX LOT COVERAGE	300% / 200% 2

- NOTES:
1. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED: "TOPOGRAPHIC SURVEY, PREPARED FOR LOT 31, BLOCK 124, SITUATED IN THE BOROUGH OF RUMSON, NEW JERSEY, AND PREPARED BY FRENCH & PARRELO ASSOCIATES, DATED JULY 26, 2018."
 2. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUOSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
 3. THIS PLAN SHALL BE USED FOR ILLUSTRATION PURPOSES ONLY.
 4. THE FRESHWATER WETLANDS LINE ILLUSTRATED HAS BEEN DEMONSTRATED BY A REPRESENTATIVE FRENCH & PARRELO ASSOCIATES AND THE LINE THEREFOR THE LINE SHALL BE CONSIDERED APPROXIMATE. UNIL, NAD83 CONFIRMS AND ISSUES THE LD (LETTER OF INTERPRETATION).

CONCEPT PLAN FOR
LOT 31, BLOCK 124
91 RUMSON ROAD

PREPARED BY: FRENCH & PARRELO ASSOCIATES, INC.
 4015 ROUTE 108, SUITE 200, FREEHOLD, NJ 07728
 TEL: 732-329-1100 FAX: 732-329-1101
 WWW.FRENCHANDPARRELO.COM

PROJECT NUMBER: 18-001
 SHEET NUMBER: 1 OF 1

FPA
 FRENCH & PARRELO ASSOCIATES, INC.

DATE: 07/26/18
 SCALE: 1/8" = 1'-0"

REVISIONS:

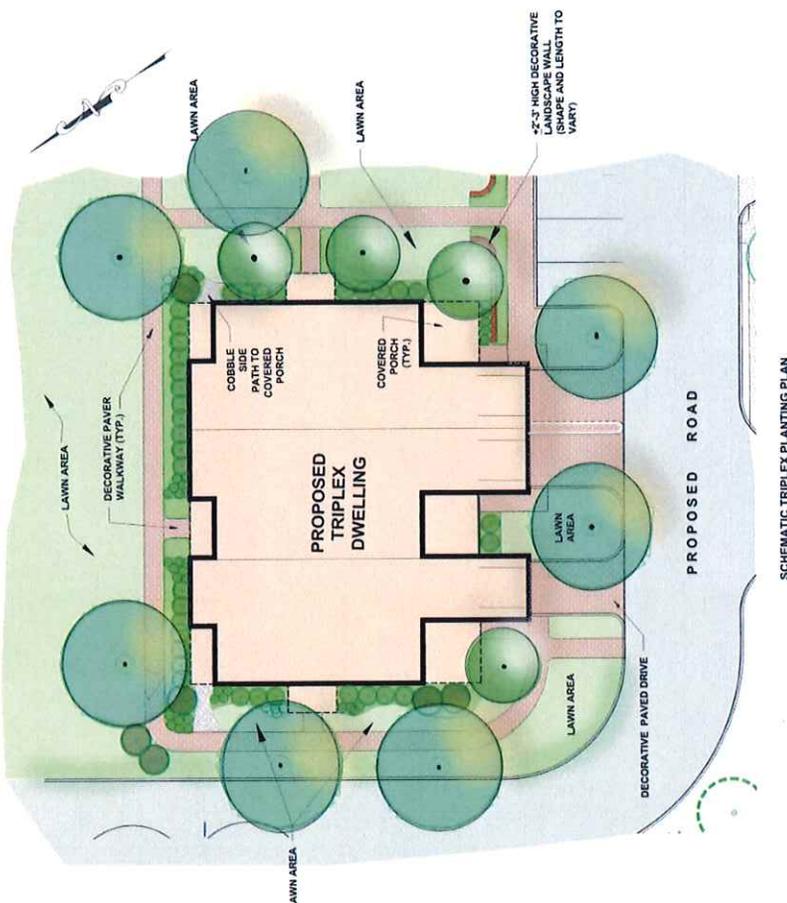
NO.	DATE	DESCRIPTION
1	07/26/18	ISSUED FOR PERMIT

DISCLAIMER: FRENCH & PARRELO ASSOCIATES, INC. MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.



SCHEMATIC CARRIAGE PLANTING PLAN
SCALE: 1" = 10'

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC UNIT PLANTING LAYOUT ONLY. FINAL LANDSCAPING LAYOUT SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.



SCHEMATIC TRIPLEX PLANTING PLAN
SCALE: 1" = 10'

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC UNIT PLANTING LAYOUT ONLY. FINAL LANDSCAPING LAYOUT SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

- NOTES:**
1. THE PROPOSED PLANTS FROM PLANTINGS SHALL BE DESCRIBED BY A TREE FORM WITH BARK, SHAPE THAT WILL SEAMLESSLY BLEND WITH THE EXISTING PLANT MATERIAL TO REMAIN AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL ARE DISCOURAGED.
 2. PLANTINGS SHALL BE DESCRIBED BY TREE FORM WITH BARK, SHAPE AND LENGTH TO VARY IN ORDER TO PROVIDE SEASONAL INTEREST AND LANDSCAPE VARIETY TO THE PROPOSED COMMUNITY.
 3. HARDSCAPE ELEMENTS ARE ENCOURAGED (LOW FENCES, WALLS, ACCENT FOOTCOPES, ETC.)
 4. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED "TOPOGRAPHIC SURVEY, PREPARED BY FRENCH AND PARIBELLO ASSOCIATES, DATED JULY 24, 2018."
 5. ARCHITECTURE FOOTPRINT OBTAINED FROM VERTUSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
 6. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.

LEGEND

- TRIPLEX AND CARRIAGE HOUSE PLANTING - RECOMMENDED PALETTE OF PLANT GROUPINGS:**
- A. DECIDUOUS SHADE TREES (ACER, QUERCUS, TILIA)
 - B. SMALL EVERGREEN TREES (REX CHINENSIS, BLUE BOY AND GIRL, TAXUS CAPitata)
 - C. LARGE EVERGREEN AND DECIDUOUS SHRUBS (RHODODENDRON, ILEX CRISTATA, YUCCA, HYDRANGEA, GULONIA)
 - D. SMALL EVERGREEN AND DECIDUOUS SHRUBS (ELONIMYS VARIEGATED, ACALYA, SPIREA)
 - D. DECIDUOUS ORNAMENTAL UNDERSTORY TREES (CORNUS, CERISE)
 - E. BED OF PERENNIALS, GROUND COVER OR ORNAMENTAL GRASSES (COREOPSIS, IRIDACEA, MISCANTHUS, PACHYSTANHA, FESCUE ETC.)
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN

FRENCH & PARIBELLO

SCHEMATIC TRIPLEX AND CARRIAGE HOUSE PLANTING PLAN

FOR PROPOSED RESIDENTIAL SITE PLAN

91 RUMSON ROAD

NEW JERSEY 07093

DATE: 07/24/2018

PROJECT: 18-001

SCALE: 1" = 10'

DATE: 07/24/2018

PROJECT: 18-001

SCALE: 1" = 10'



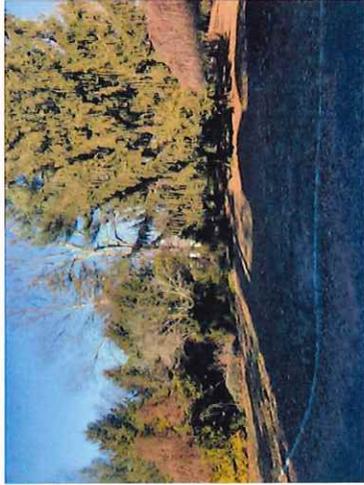
BEFORE
LOOKING SOUTH TOWARDS 10 OSPREY LANE. STAKE LOCATION: 13-14



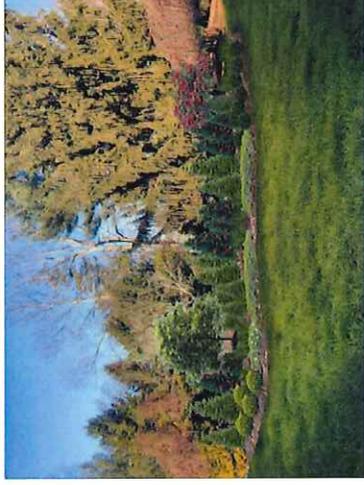
SCHEMATIC AFTER ELEVATION

LOOKING SOUTH TOWARDS 10 OSPREY LANE. STAKE LOCATION: 13-14

SCALE: 1" = 10'-0"



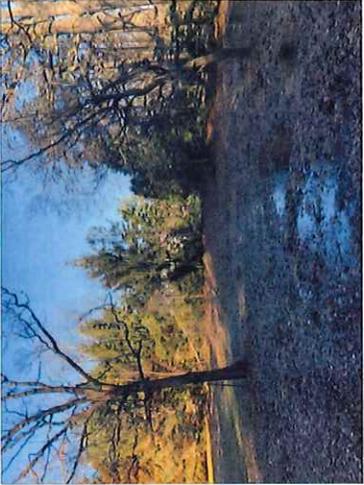
BEFORE
LOOKING WEST TOWARDS 93 RUMSON ROAD. STAKE LOCATION: 4-5



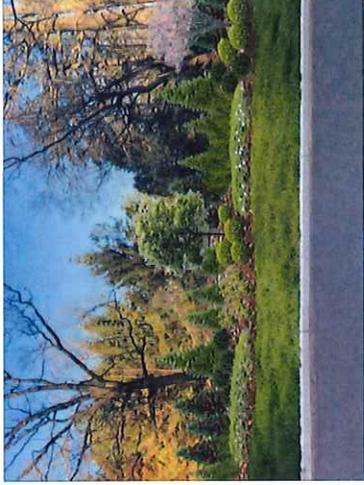
SCHEMATIC AFTER ELEVATION

LOOKING WEST TOWARDS 93 RUMSON ROAD. STAKE LOCATION: 4-5

SCALE: 1" = 10'-0"



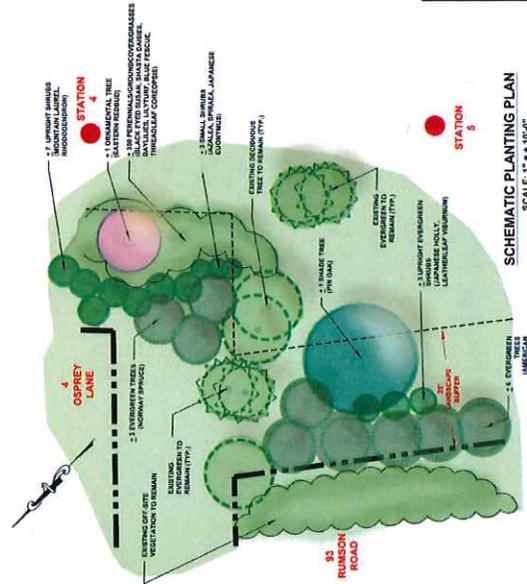
BEFORE
LOOKING NORTH WEST TOWARDS 4 OSPREY LANE. STAKE LOCATION: 1-2



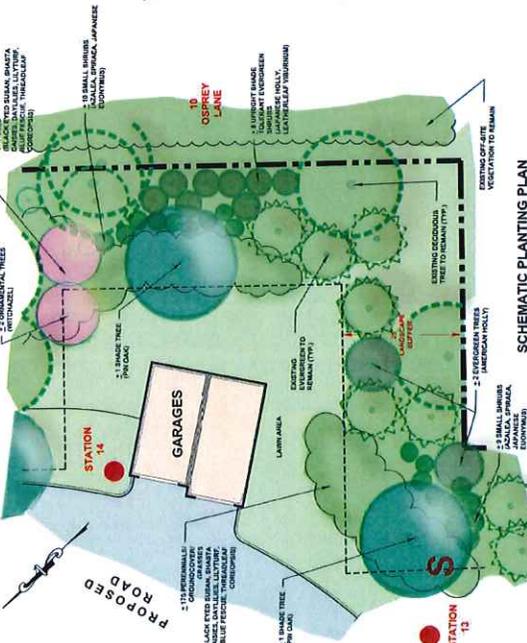
SCHEMATIC AFTER ELEVATION

LOOKING NORTH WEST TOWARDS 4 OSPREY LANE. STAKE LOCATION: 1-2

SCALE: 1" = 10'-0"



SCALE: 1" = 10'-0"



SCALE: 1" = 10'-0"

FRENCH & FARRELL
LANDSCAPE ARCHITECTS

LANDSCAPE BUFFER SECTIONS
WITH SUPPLEMENTAL INFORMATION

PROPOSED RESIDENTIAL SITE PLAN
LOT 71, BLOCK 1A
94 RUMSON ROAD
MOUNTAIN VIEW, NJ 07041

DATE: 08/20/2014
SCALE: 1" = 10'-0"

PROJECT NO: 14-0001

DATE: 08/20/2014
SCALE: 1" = 10'-0"

PROJECT NO: 14-0001



OSPREY LANE ELEVATION


FRENCH & PARRELO
 ASSOCIATES, INC.
 1800 ROUTE 208, SUITE 100
 WESTFIELD, NJ 07090
 Regional Offices:
 New York, NY
 Philadelphia, PA
 King of Prussia, PA

OSPREY LANE ELEVATION
 FOR
 PROPOSED RESIDENTIAL SITE PLAN

91 RUMSON ROAD
 LOT 31, BLOCK 12A
 BOROUGH OF RUMSON
 MONMOUTH COUNTY, NEW JERSEY

DATE: 1-4-2020	SCALE: NO SCALE	PROJECT NUMBER: 18030001
DRAWN BY: JBC	ISSUED BY: JBC	DATE: 1/4/20
CHECKED BY:	DATE:	ISSUED BY:
DATE:	DATE:	ISSUED BY:

TRIPLEX 1

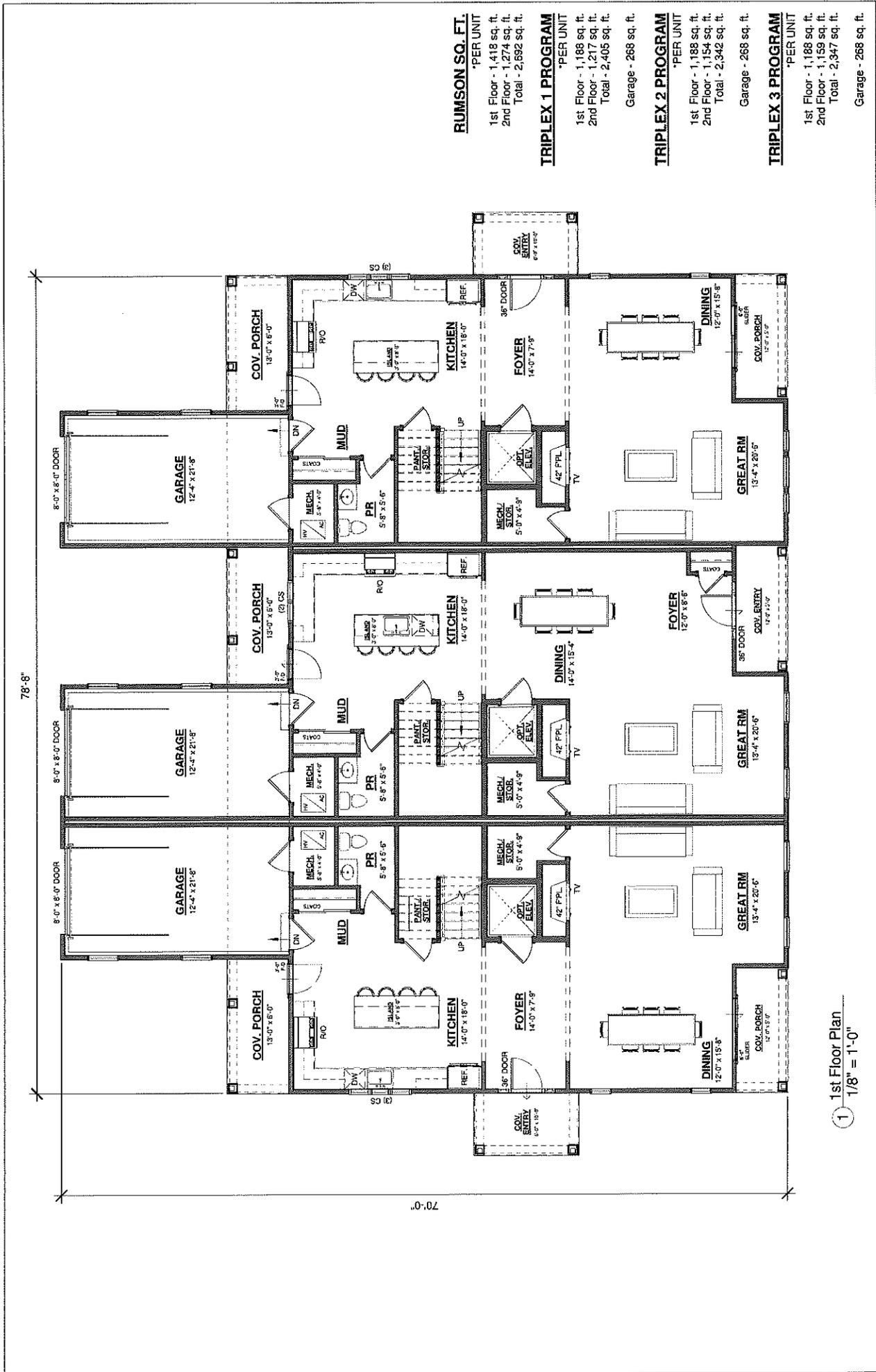


TRIPLEX 2



TRIPLEX 3





RUMSON SQ. FT.

1st Floor - 1,418 sq. ft.
 2nd Floor - 1,274 sq. ft.
 Total - 2,692 sq. ft.

TRIPLEX 1 PROGRAM

1st Floor - 1,188 sq. ft.
 2nd Floor - 1,217 sq. ft.
 Total - 2,405 sq. ft.
 Garage - 268 sq. ft.

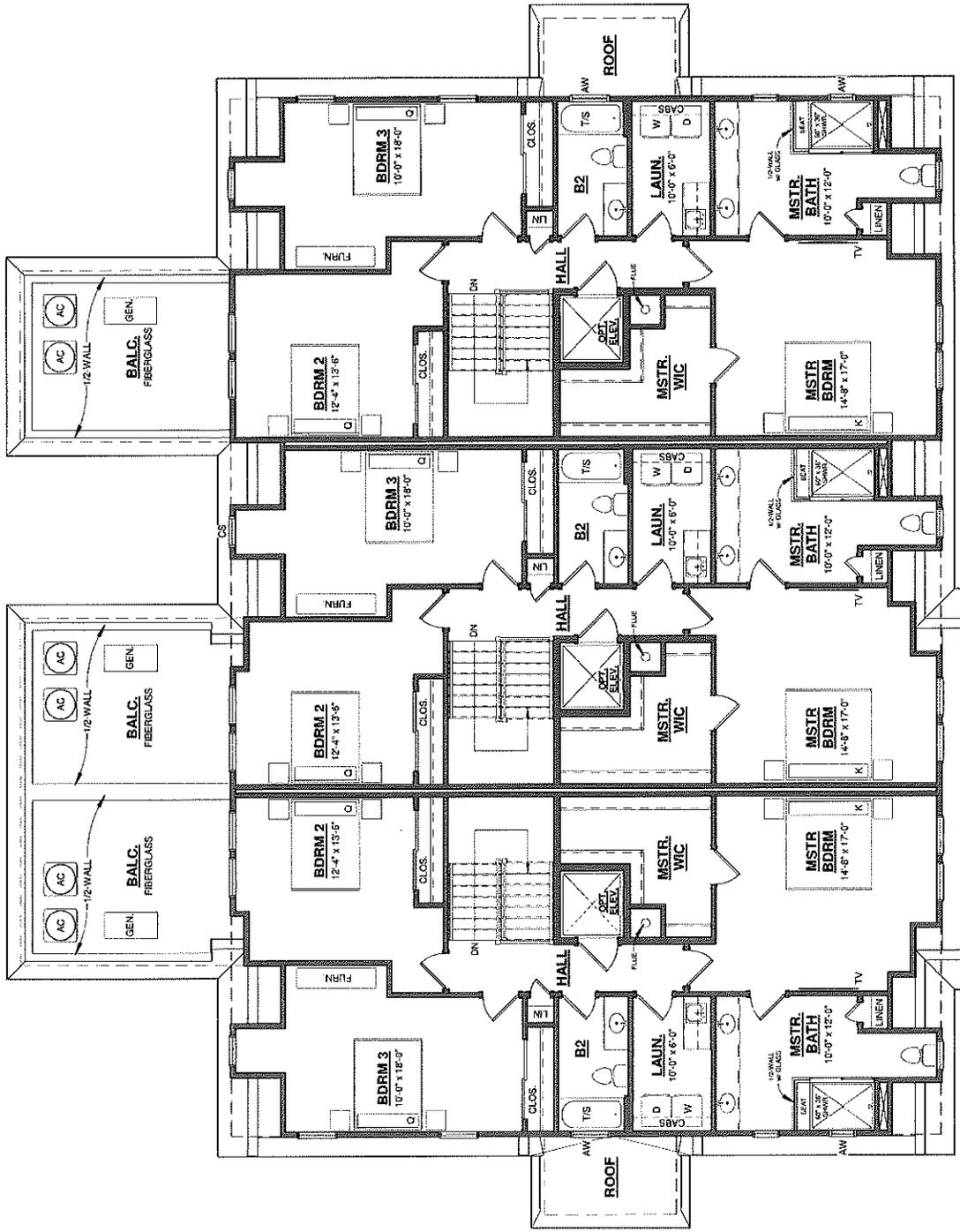
TRIPLEX 2 PROGRAM

1st Floor - 1,188 sq. ft.
 2nd Floor - 1,154 sq. ft.
 Total - 2,342 sq. ft.
 Garage - 268 sq. ft.

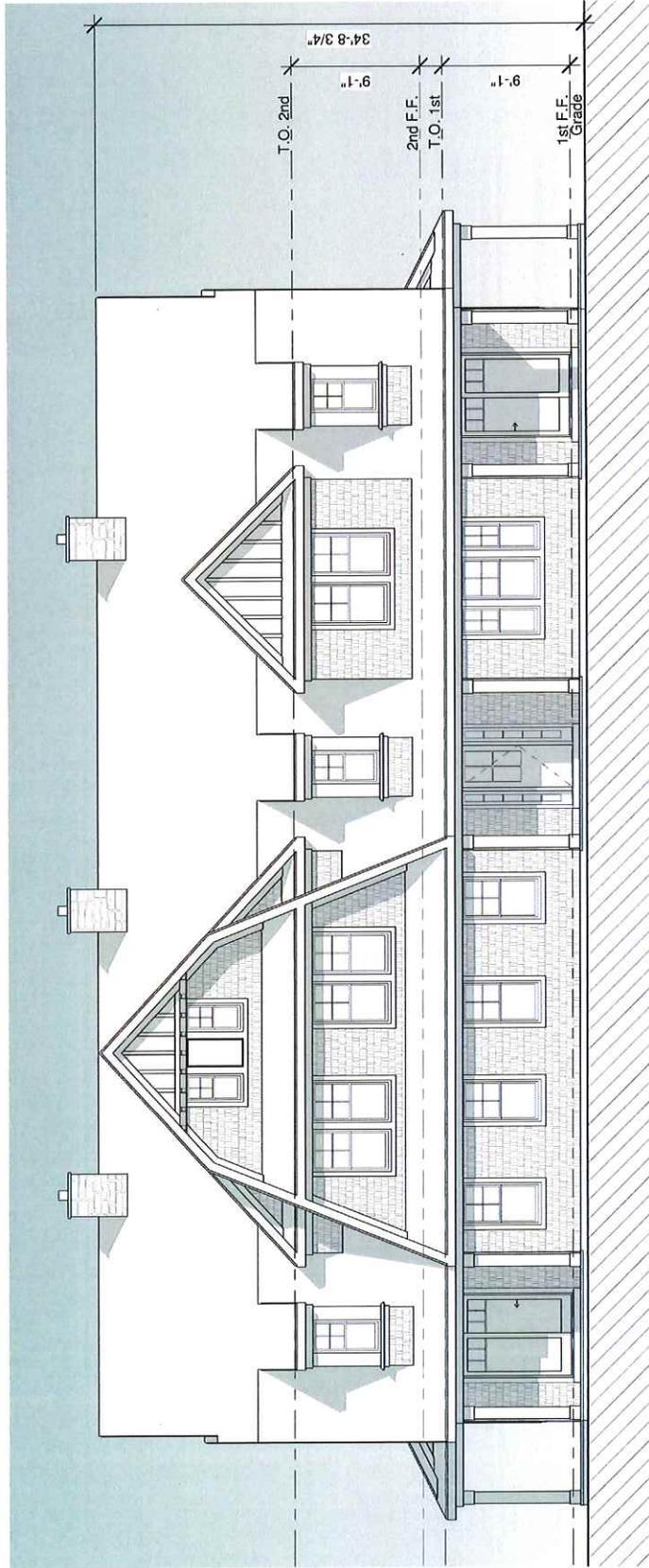
TRIPLEX 3 PROGRAM

1st Floor - 1,188 sq. ft.
 2nd Floor - 1,159 sq. ft.
 Total - 2,347 sq. ft.
 Garage - 268 sq. ft.

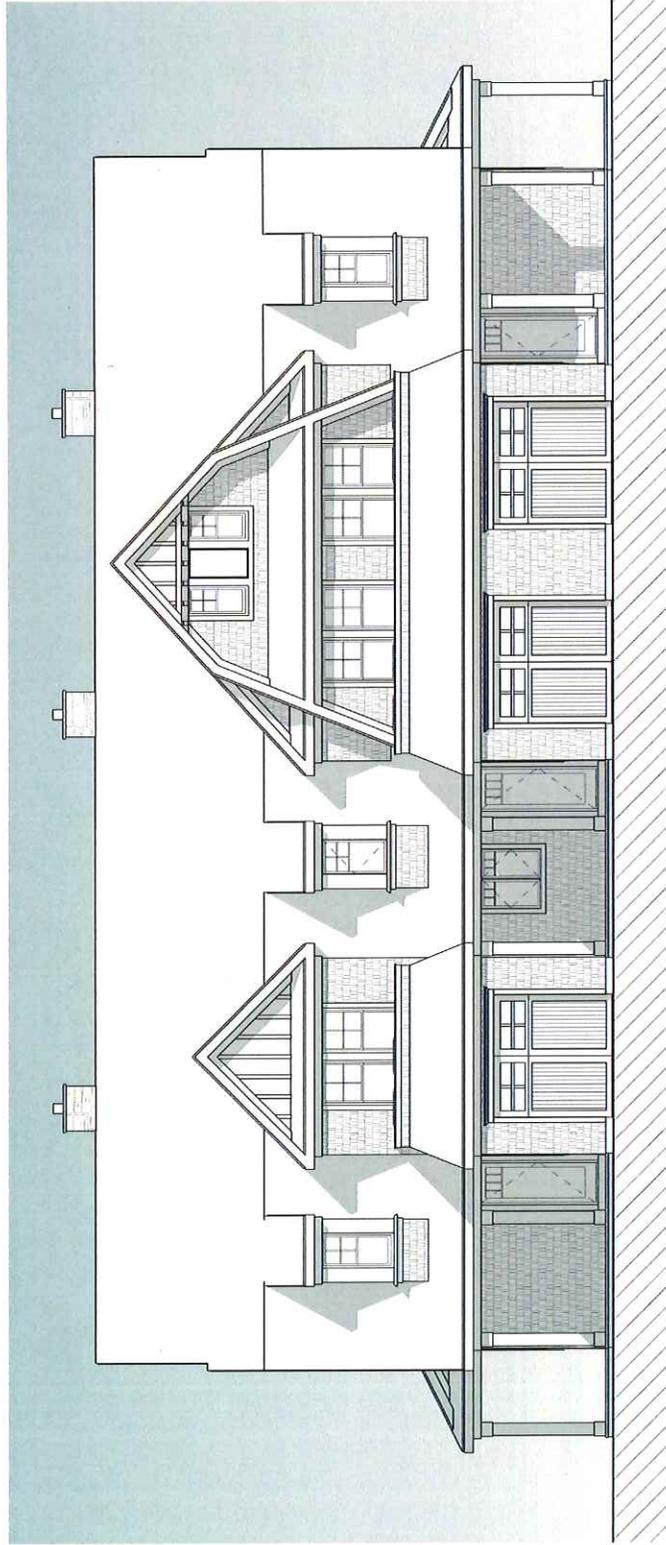
1 1st Floor Plan
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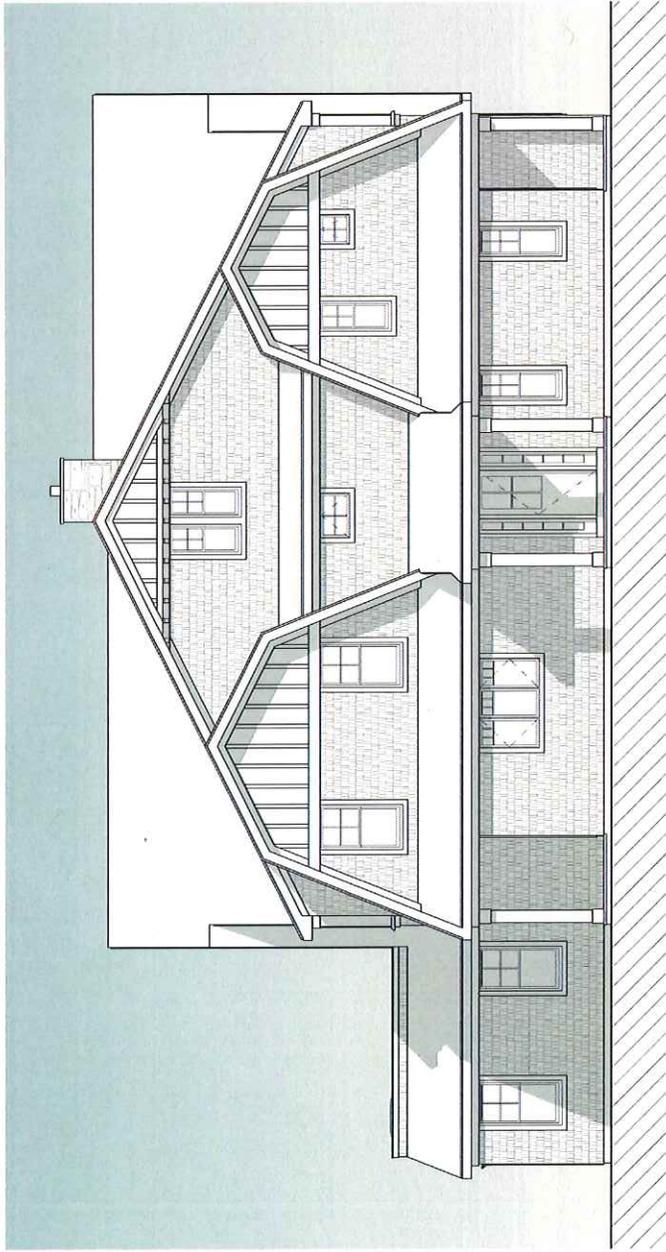
1 2nd Floor Plan
 1/8" = 1'-0"



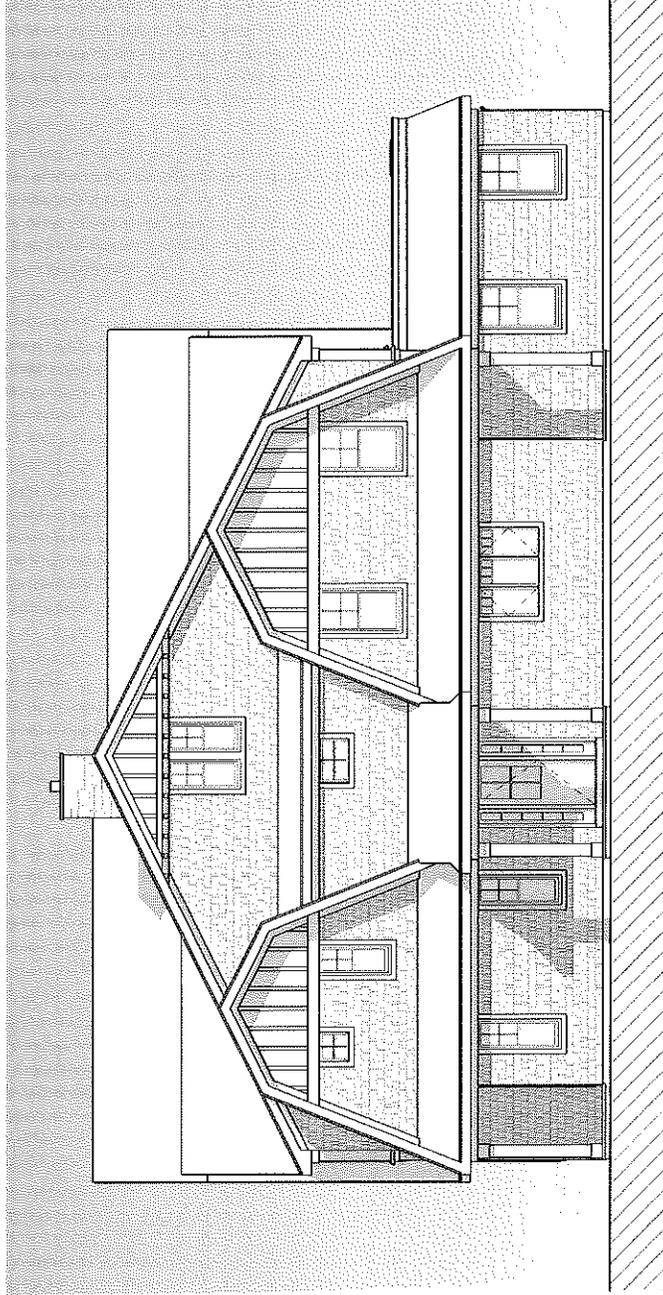
① Front Elevation
1/8" = 1'-0"



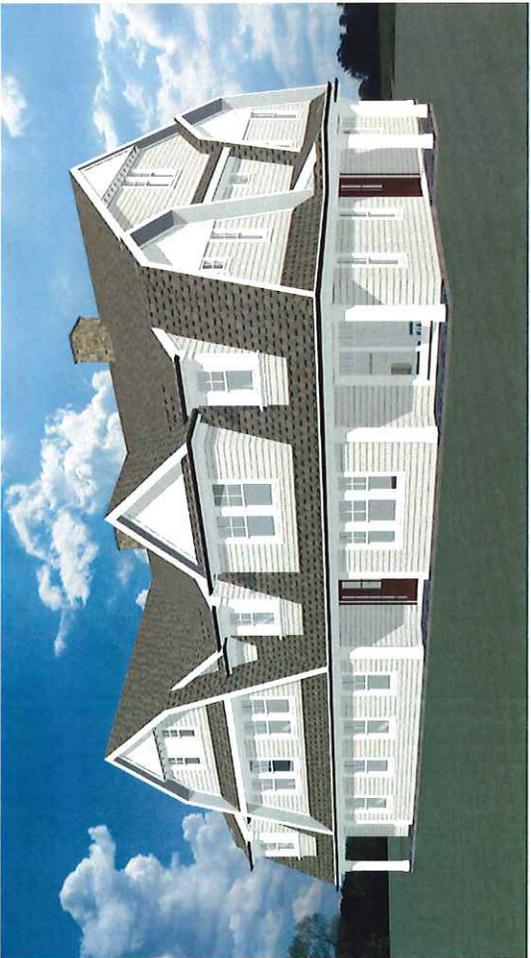
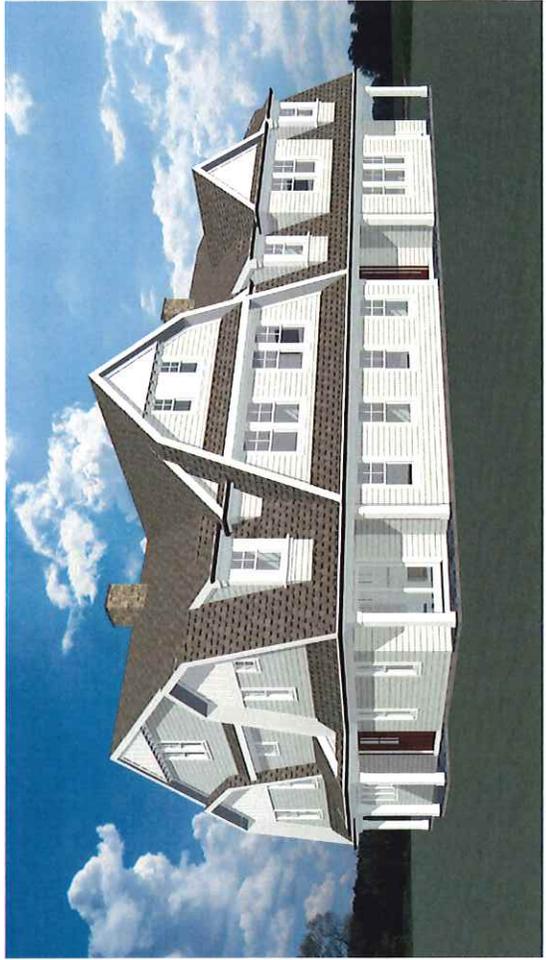
① Rear Elevation
1/8" = 1'-0"



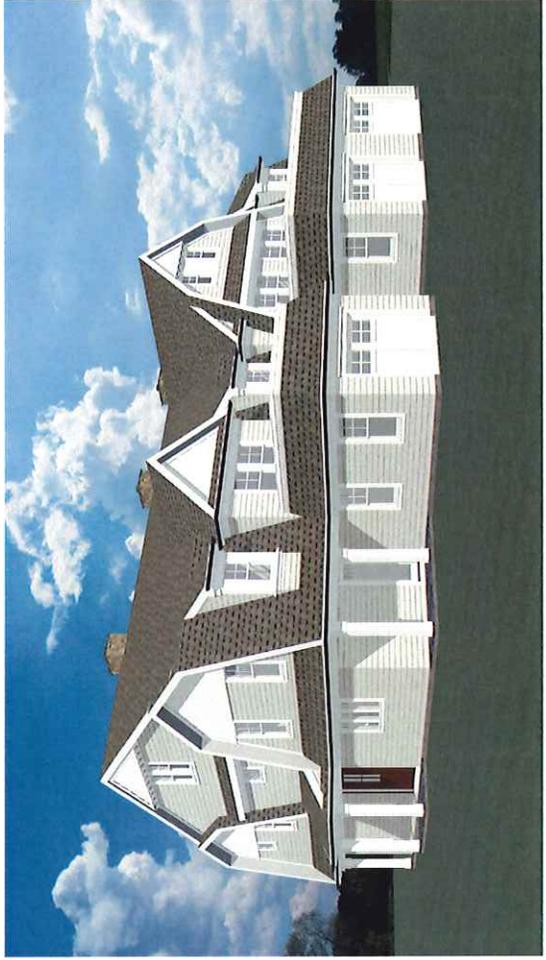
① Left Elevation
1/8" = 1'-0"



① Right Elevation
1/8" = 1'-0"

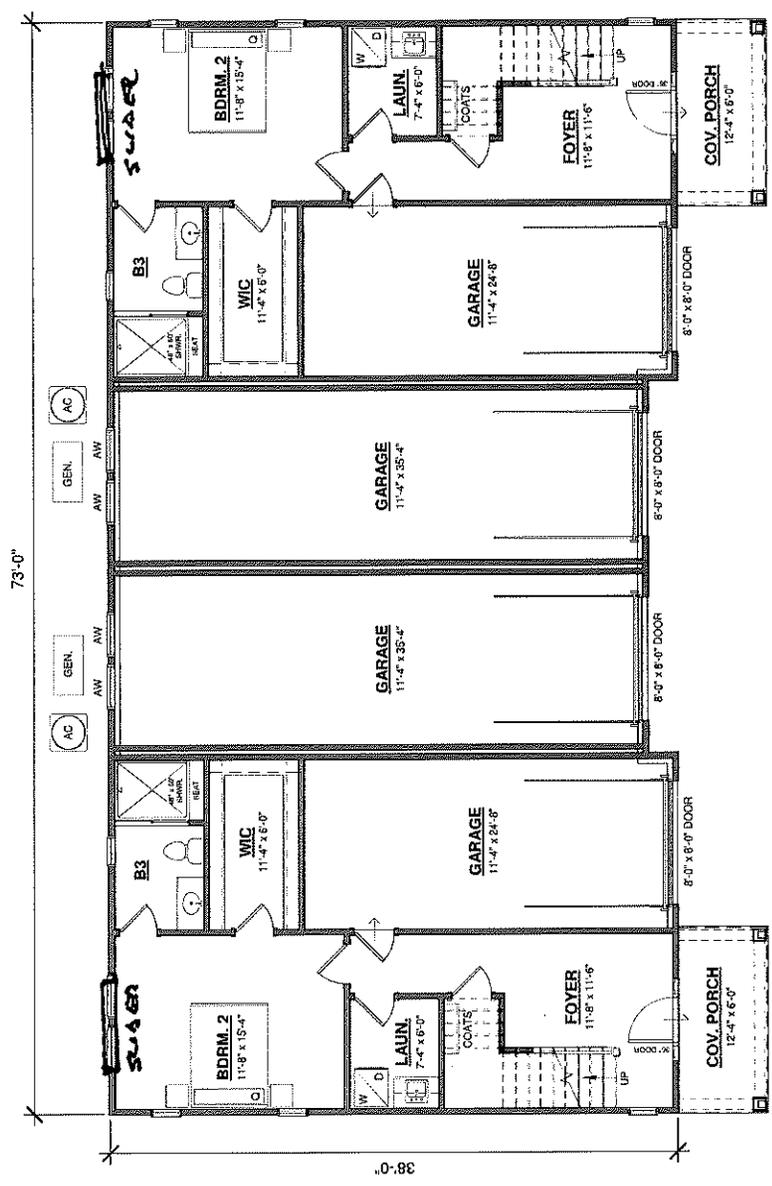






CARRIAGE HOUSE

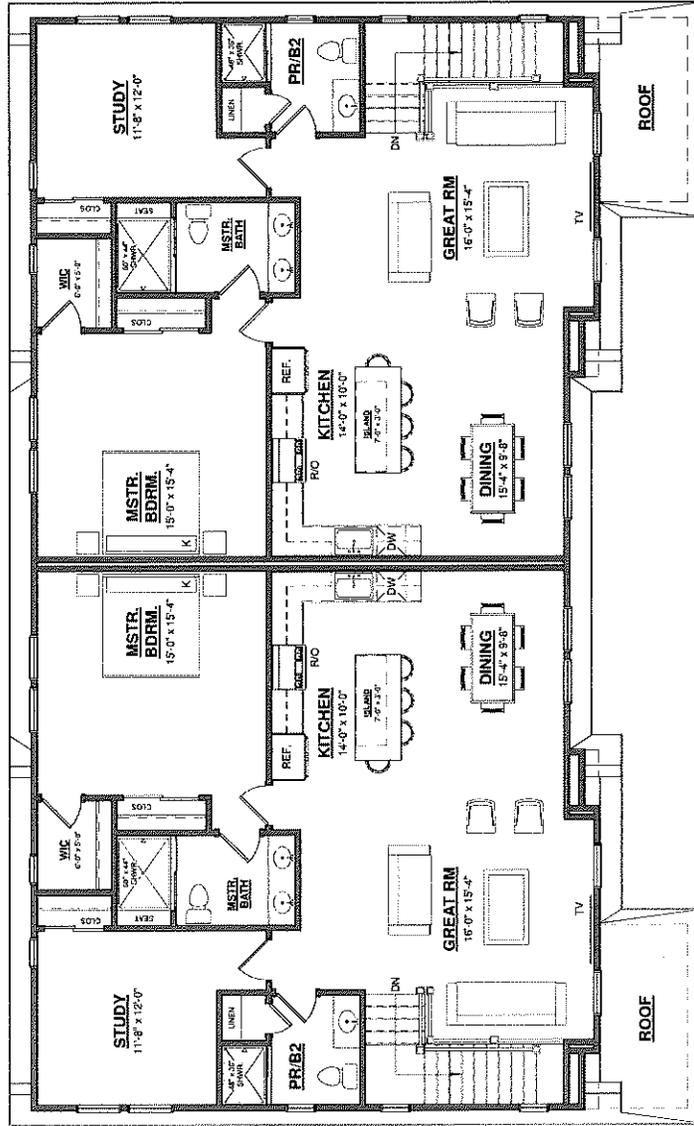




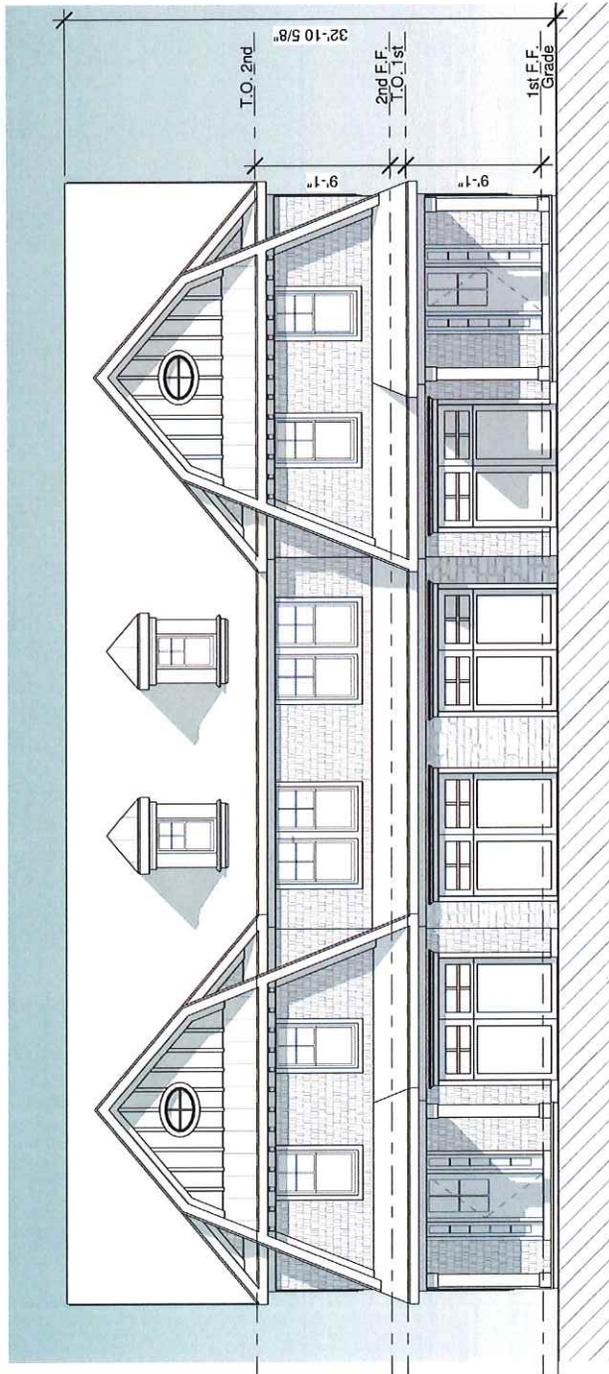
RUMSON SQ. FT.
 *PER UNIT
 1st Floor - 876 sq. ft.
 2nd Floor - 1,296 sq. ft.
 Total - 2,172 sq. ft.

BUILDING PROGRAM
 *PER UNIT
 1st Floor - 619 sq. ft.
 2nd Floor - 1,266 sq. ft.
 Total - 1,885 sq. ft.
 Garage - 293 sq. ft.
 Interior Garage - 432 sq. ft.

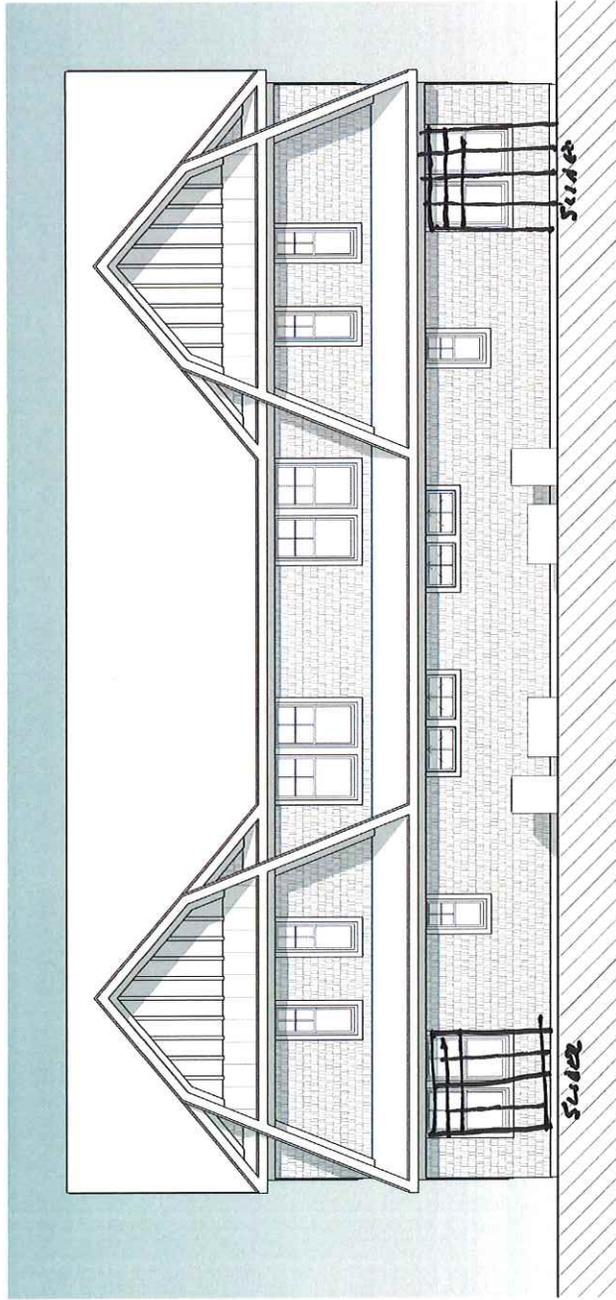
1 1st Floor Plan
 1/8" = 1'-0"



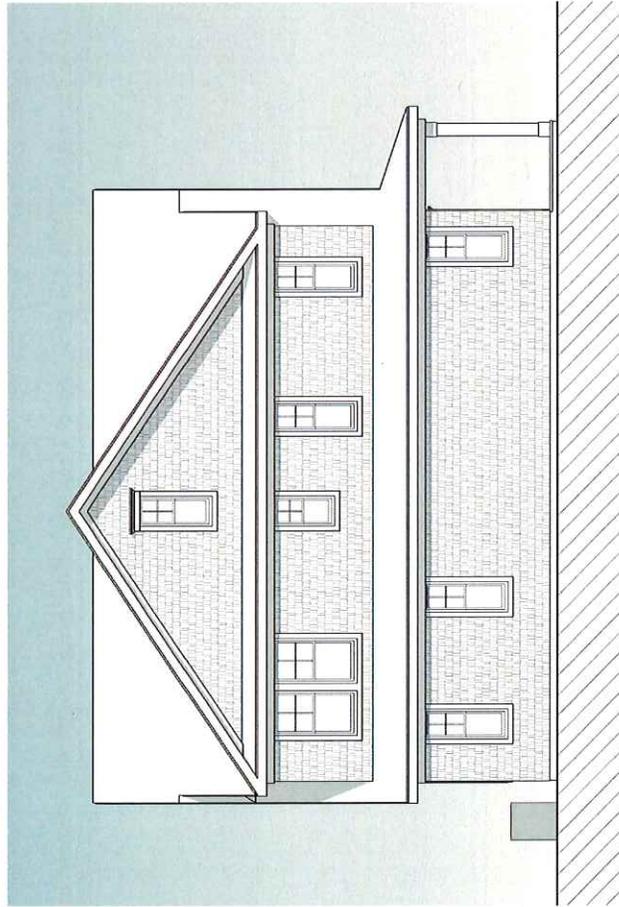
① 2nd Floor Plan
 1/8" = 1'-0"



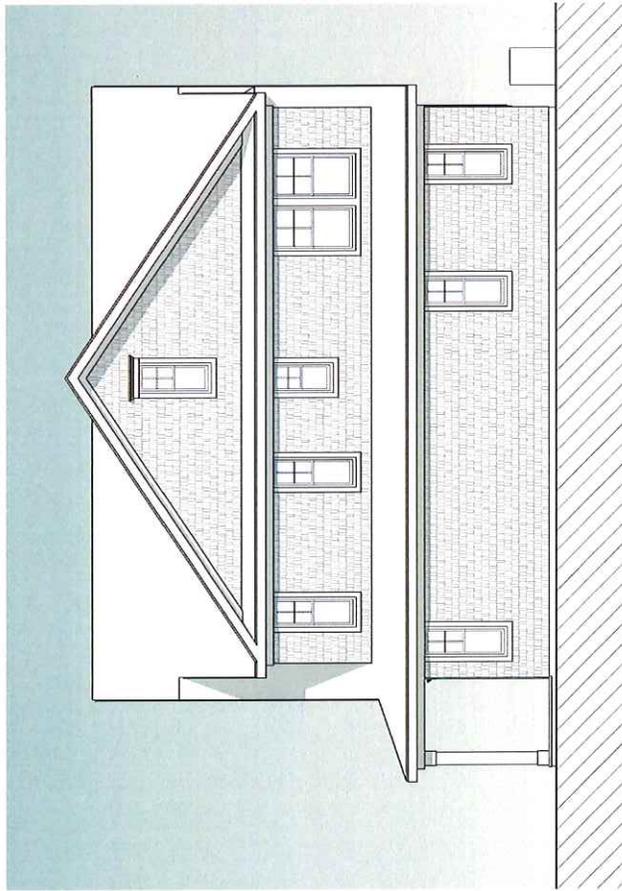
① Front Elevation
1/8" = 1'-0"



① Rear Elevation
1/8" = 1'-0"



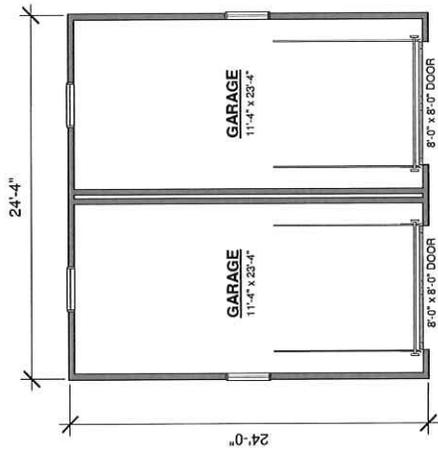
① Left Elevation
1/8" = 1'-0"



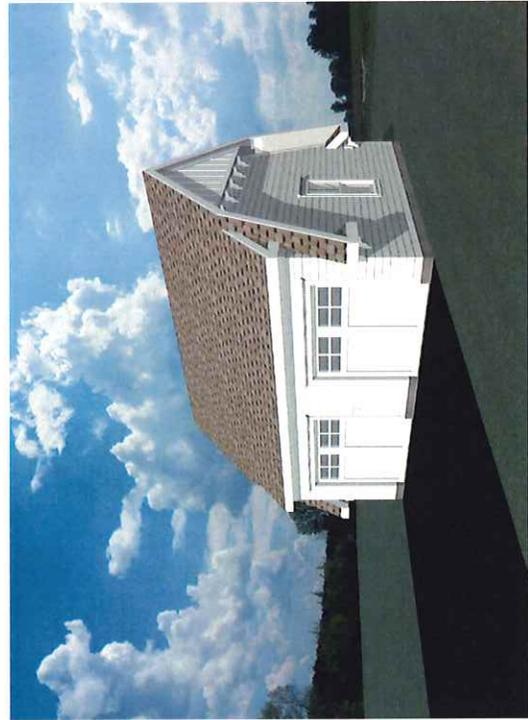
1 Right Elevation
1/8" = 1'-0"

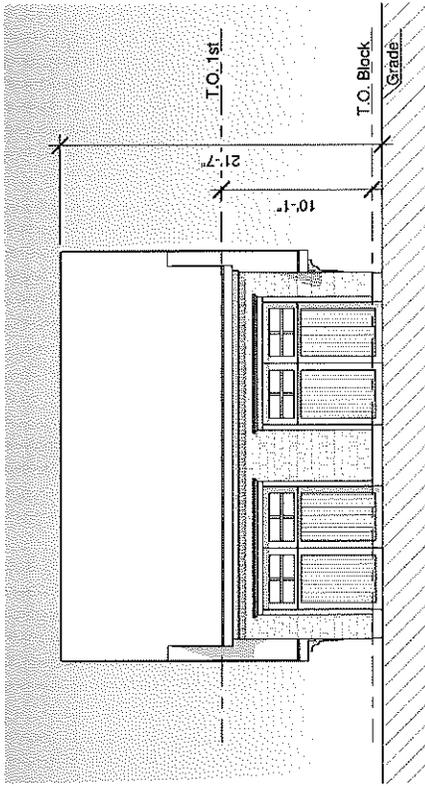




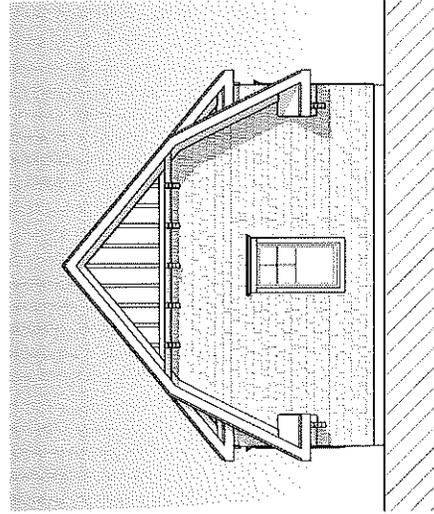


1 1st Floor Plan
1/8" = 1'-0"

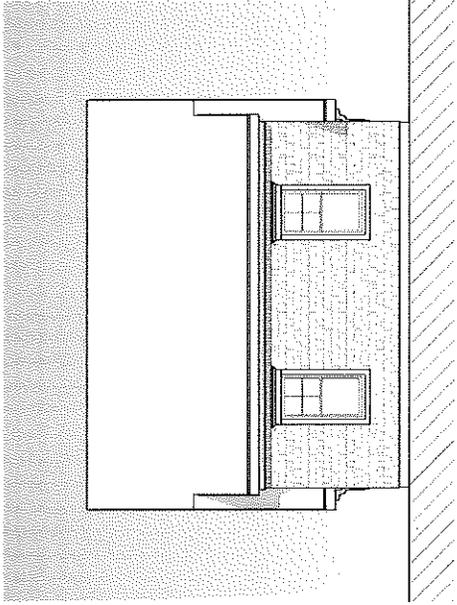




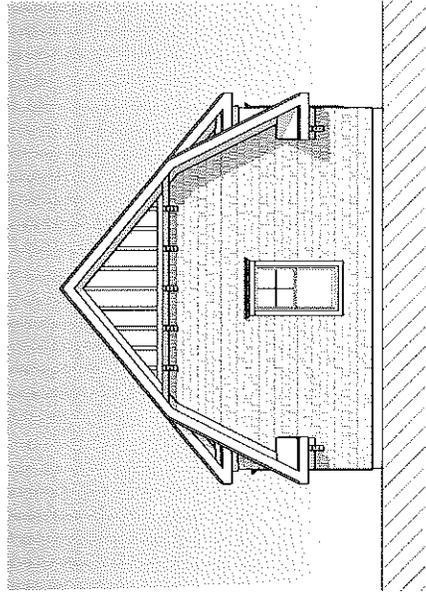
① Front Elevation
1/8" = 1'-0"



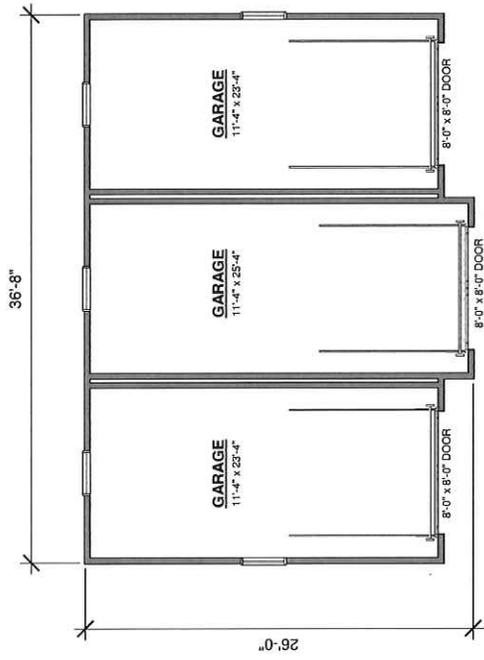
② Left Elevation
1/8" = 1'-0"



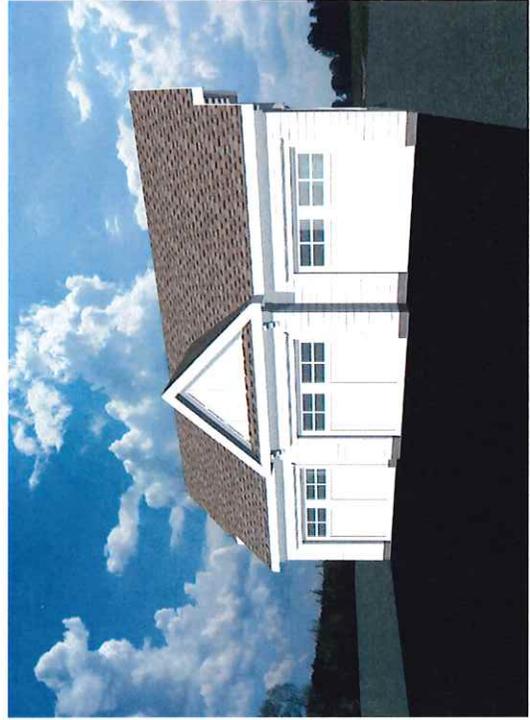
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1/8" = 1'-0"

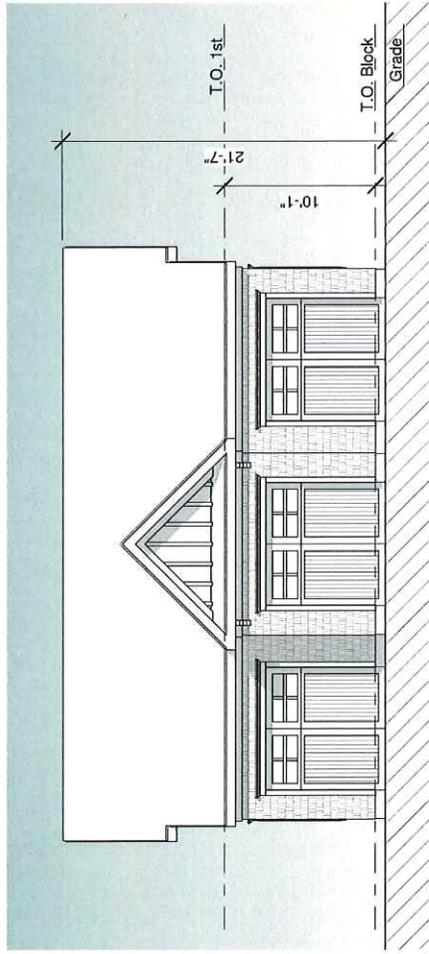


2 Right Elevation
1/8" = 1'-0"

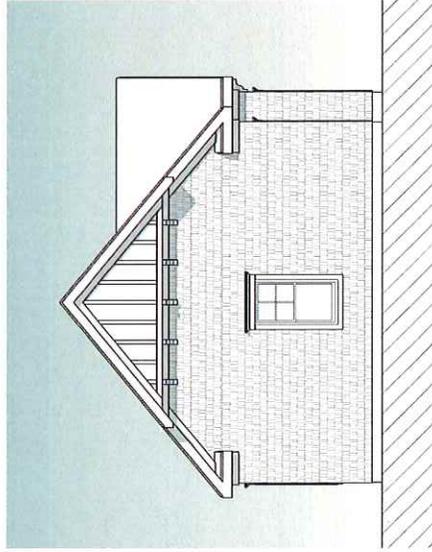


1 Garage Plan
1/8" = 1'-0"

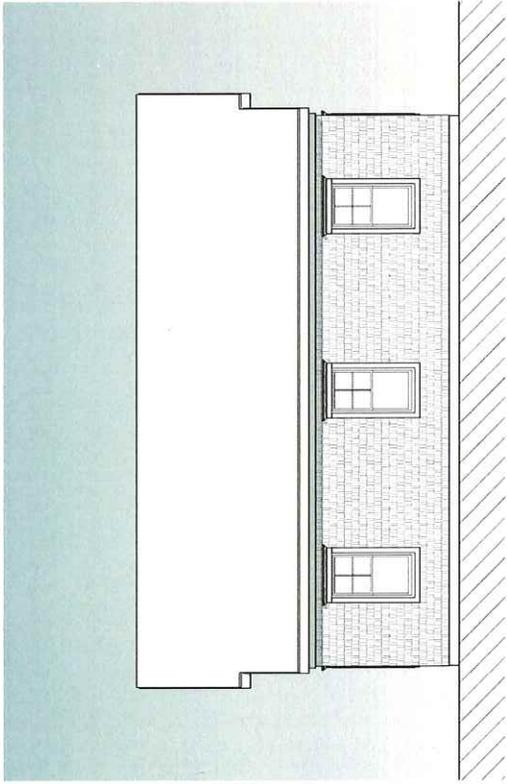




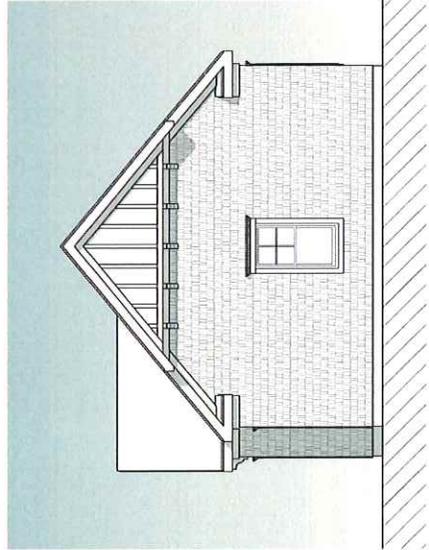
① Front Elevation
1/8" = 1'-0"



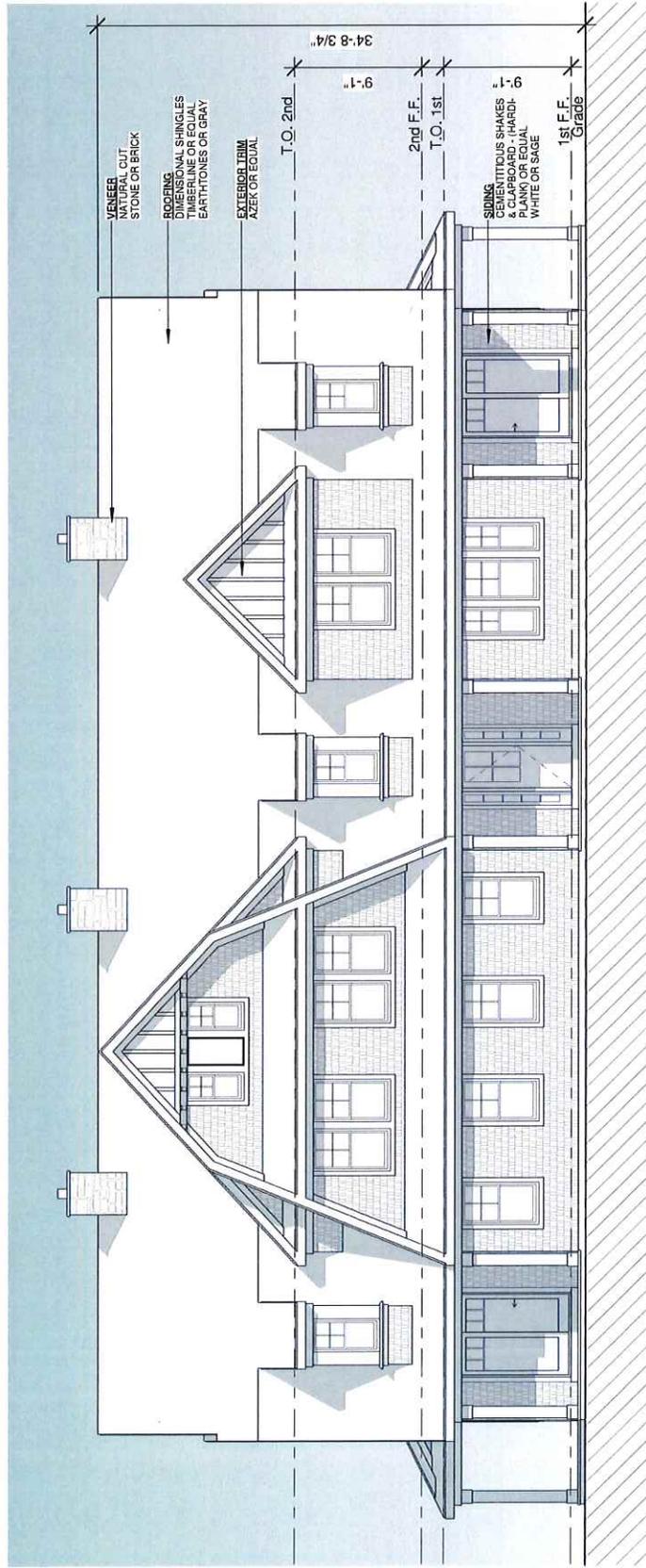
② Left Elevation
1/8" = 1'-0"



1 Rear Elevation
1/8" = 1'-0"

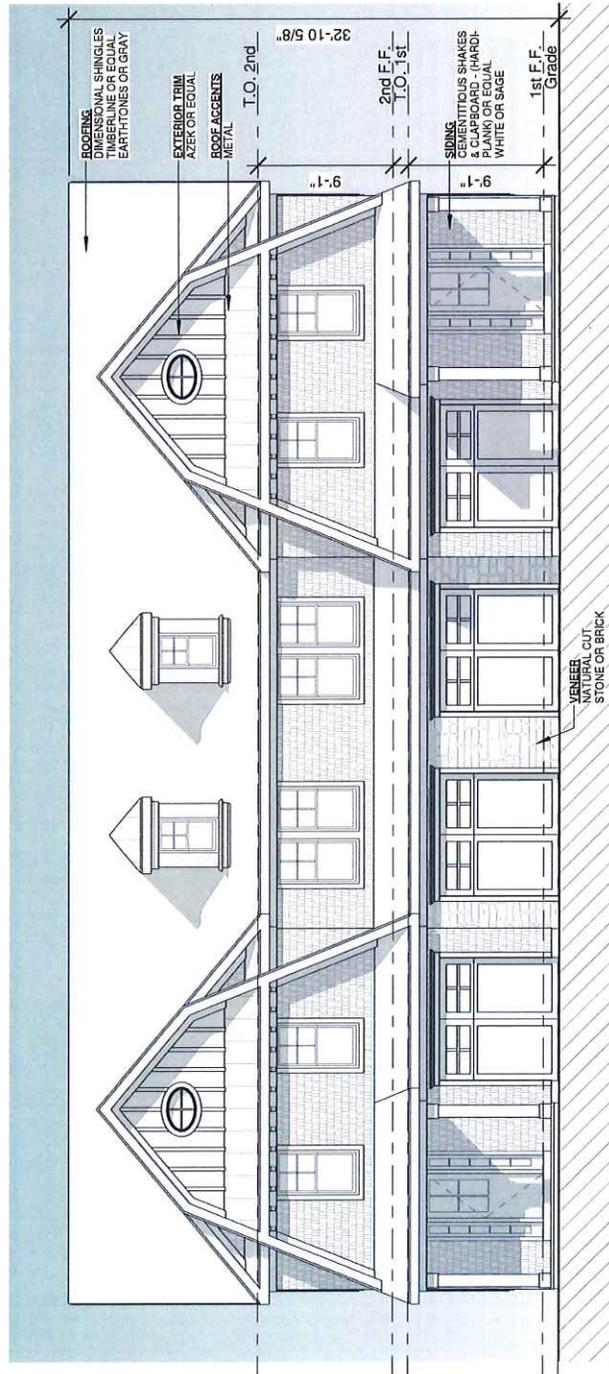


2 Right Elevation
1/8" = 1'-0"



EXTERIOR MATERIALS
TRIPLEX

① Front Elevation
1/8" = 1'-0"



*EXTERIOR MATERIALS
CARRIAGE HOUSE*

① Front Elevation
1/8" = 1'-0"

EXHIBIT D

ORDINANCE FOR RUMSON ROAD DEVELOPMENT

Yellow Brook: Rumson Road Housing Zone – RR Zoning District

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS” OF SECTION 22-5 “ZONING DISTRICT REGULATIONS”, TO CREATE A RESIDENTIAL ZONE ALSO KNOWN AS THE RUMSON ROAD ZONE DISTRICT (RR).

BE IT ORDAINED by the Mayor and Council of Rumson Borough as follows:

Section 1. Chapter 22-5 (Zoning District Regulations) is hereby amended to establish the Rumson Road Housing (RR) District as an additional district and establish Chapter 22-5.16 to provide zoning requirements:

Chapter 22-5.16. Rumson Road Housing (RR) District

A. Applicability.

The use, bulk, design and performance standards of the RR District shall supersede the zoning provisions of the Rumson Borough General Ordinances and the Development Regulation Ordinance (Chapter XXII). However, where the regulations and standards of the RR District are silent, the standards of the General Ordinances and Chapter XXII shall apply.

B. Purpose.

The RR District provides land use regulations for the redevelopment of the site where specific site elements are incorporated that limit the impact to the surrounding parcels through the requirement of adequate development setbacks, alternate means of access and sufficient buffering. The RR District is intended to provide for the development of multifamily housing with a payment in-lieu contribution to the Borough’s Affordable Housing Trust Fund to support the development of very low, low and moderate income housing elsewhere in the Borough. The RR District is being created to implement the Settlement Agreement between the Borough of Rumson and Yellow Brook Property Co., LLC, which was entered into on _____, 2020 (hereinafter the “Yellow Brook Settlement Agreement”), the terms and conditions of which are incorporated herein by reference.

C. Permitted Uses. Permitted principal uses and structures. The following principal uses and structures shall be permitted in the RR District.

1. Triplex Dwellings.
2. Carriage Home Dwellings.
3. Public and private open space and parks.

D. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the RR District:

1. Fences and walls.
2. Off-street parking including stand-alone garages.
3. Site Furnishings (seating, etc.).
4. Accessory structures as depicted on the concept plan that is attached to the Yellow Brook Settlement Agreement as part of Exhibit C (Rumson Road Concept Plan and Elevations). The exhibit is also attached hereto as Exhibit A.

E. Community Design and Access. Any plan for the development of the parcel shall be substantially consistent with Exhibit C of the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity. Principal buildings are not required to front on an improved public street as the carriage house dwelling is permitted to be located behind the triplex dwelling.

F. Maximum Building Height.

1. Maximum building height for the triplex and carriage home dwellings shall not exceed 35 feet in height and two and a half (2 ½) stories.
2. Maximum building height for the stand-alone garage buildings shall not exceed 22 feet in height and one and a half (1 ½) stories.

G. Area and Yard Requirements.

The following area and bulk regulations shall apply:

- | | |
|--|--|
| 1. Maximum number of dwelling units: | 16 |
| 2. Maximum building coverage: | 15% |
| 3. Maximum impervious coverage: | 32% |
| 4. Minimum setback from right-of-way: | 55 feet |
| 5. Minimum setback from tract boundary (other than ROW): | 40 feet |
| 6. Minimum buffer width from tract boundary: | 25 feet |
| 7. Minimum distance between triplex dwellings: | 30 feet to foundation / 23 feet to porch |
| 8. Parking spaces shall be provided for all residential dwellings according to the New Jersey Residential Site Improvement Standards (<u>N.J.A.C. 5:21</u>). | |

9. Parking areas and driveways shall be located a minimum of 25 feet from any tract boundary.
10. Garages shall not face the public right-of-way without an intervening principal building projection line situated between the garage and the public right-of-way.
11. 60% of the required parking shall be provided within an enclosed garage.
12. Parking not within a garage shall not be visible from the public right-of-way, and shall be screened from adjoining property owners and the public right-of-way with plantings, walls and fences to provide 100% opacity.
13. Outside refuse disposal is not permitted. Refuse disposal container shall be contained with the buildings.
14. The buffer area shall not include driveways, parking, utilities, stormwater management, patios, courtyards, decks, mechanical equipment or buildings.
 - a. Existing vegetation within the buffer that is not considered invasive or dead or dying shall be preserved.
 - b. Landscape buffers shall consist of a combination of screen elements including deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities to perform their necessary screening function.
 - c. Existing on-site trees to remain within the required buffer area shall be utilized as part, and incorporated into, the buffer design.
 - d. Proposed screening layout and elements shall be placed only within the required buffer area and are subject to review and approval by the Borough.
 - e. Proposed plant material shall provide a four-season interest, be deer tolerant and consist primarily of native species. Invasive plant species shall not be allowed. Applicants are encouraged to use the New Jersey American Native Plant Society and the Rutgers Agricultural Extension Service Websites as a guide in species selection.
 - f. Plant material shall be installed at the following minimum sizes:
 - Deciduous trees – 3” caliper minimum
 - Conifer trees – 8’ height minimum
 - Large Evergreen and Deciduous Shrubs – 4’ height minimum
 - Small Evergreen and Deciduous Shrubs – 2’ height minimum
 - g. Drip irrigation is encouraged to be incorporated within the landscape buffer area to ensure the success of the proposed plant material.
 - h. All other requirements from Section 22-8.4 shall apply.

H. Design Standards. Deviations from these design standards shall be considered exceptions pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at N.J.S.A. 40:55D-51.

1. Building Design. The purpose of these building design standards is to ensure that the design of buildings promotes a desirable visual and spatial environment, and that the buildings fit within the existing range of vernacular styles within Rumson Borough. The design of the buildings shall comply with the following standards, and shall be substantially consistent with Exhibit C of the Yellow Brook Settlement Agreement, which is also attached hereto as Exhibit A.
2. Pedestrian Circulation. Pedestrian walkways connecting streets and parking area to the dwellings shall be provided. All walkways shall be constructed of brick or brick pavers.
3. Curbing. All vertical curbs shall be 6" in height and constructed of Belgian block, unless mountable Belgian block curbs are proposed.
4. Lighting.
 - a. General. All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property. The use of light emitting diode (LED) fixtures is required for energy efficiency and uniform illumination.
 - b. Parking lots shall be illuminated with a minimum of two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
 - c. Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.
 - d. Lighting shall be provided by fixtures in parking lots with a mounting height not more than 16 feet measured from the ground level to the center line of the light source and lighting fixtures no to exceed twelve (12) feet in height shall be provided for pedestrian walkways and residential areas outside of parking lots.
 - e. Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.

f. Fixtures for illumination shall be full cutoff luminaires.

4. Mechanical Equipment.

- a. General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed.
- b. Outdoor storage, utility meters, HVAC equipment, and other such service functions shall be incorporated into the overall design of the buildings and site layout. Walls, screens and enclosures for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

J. General Standards.

- 1. There shall exist approved public water and public sewer systems which shall be available to each unit prior to the issuance of the building permit for that unit.
- 2. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept subject to a developer's agreement with the Borough.
- 3. Off-tract improvements including safety improvements at the intersection of Rumson Road and Osprey Lane shall be constructed in coordination with the Borough and the County.

K. Affordable Housing.

A payment in-lieu contribution to the Borough's Affordable Housing Trust Fund for the provision of four (4) off-site affordable housing units is required for development within the RRIH zone, as per the terms and conditions in Section 4.2 of the Yellow Brook Settlement Agreement.

Section 2. Chapter XXII (Development Regulations Zoning Map appendix) is hereby amended to add the Rumson Road Inclusionary Housing (RR) District for Block 124, Lot 31.

Section 3. If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Introduced: _____.

Passed and Approved: _____.

I hereby approve of the
passing of this ordinance.

Joseph K. Hemphill
Mayor

Attest:

Thomas S. Rogers
Borough Clerk/Administrator