

# ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into this 14 day of October, 20\_\_, by and between: Owner: **Jim Kubis**, owner of the property located at **260 Navesink Avenue, Highlands, New Jersey 07732** ("Owner's Property"); and Adjoining Owner: **Susan Ferraro**, owner of the adjoining property located at **264 Navesink Avenue, Highlands, New Jersey 07732** ("Adjoining Property").

## RECITALS

A. The Owner constructed and maintains a fence ("Encroaching Structure") that encroaches upon a portion of the Adjoining Property.

B. The parties desire to formally acknowledge the existence of this encroachment and to set forth their mutual understanding and agreement concerning the Encroaching Structure.

### ***1. Description of Encroachment***

The parties acknowledge that a portion of the Owner's fence encroaches onto the Adjoining Property by approximately three (3) feet along a distance of approximately thirty (30) feet along the shared boundary line, as generally depicted on Exhibit "A" (a sketch or survey to be attached).

### ***2. Grant of Encroachment***

Adjoining Owner hereby grants and conveys to Owner a permanent and non-revocable license and right to maintain, repair, and replace the Encroaching Structure in its current location. This license shall run with the land and bind the parties and their respective heirs, successors, and assigns.

### ***3. Maintenance and Indemnification***

Owner agrees to maintain the Encroaching Structure in good condition and repair at Owner's sole cost and expense, and to indemnify, defend, and hold harmless Adjoining Owner from and against any loss, damage, claim, or expense arising from the existence, maintenance, or replacement of the Encroaching Structure.

### ***4. No Further Rights Conveyed***

This Agreement does not convey or transfer ownership of the portion of land encroached upon, but merely grants the Owner the right to maintain and use the Encroaching Structure in its current position.

### ***5. Successors and Assigns***

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land so long as the Encroaching Structure remains in place.

### ***6. Entire Agreement***

This document contains the entire understanding between the parties regarding the encroachment and supersedes any prior oral or written discussions or agreements.

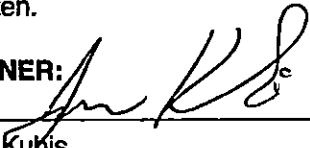
### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

### 8. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

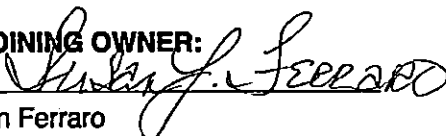
  
\_\_\_\_\_  
Jim Kubis

260 Navesink Avenue

Highlands, NJ 07732

Date: 10/14/25

ADJOINING OWNER:

  
\_\_\_\_\_  
Susan Ferraro

264 Navesink Avenue

Highlands, NJ 07732

Date: 10/14/2025

### NOTARY ACKNOWLEDGMENT

State of New Jersey

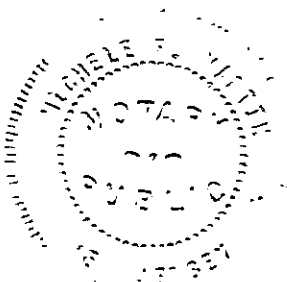
County of Monmouth

On this 14 day of October, 2025 before me, the undersigned Notary Public in and for said State, personally appeared **Jim Kubis** and **Susan Ferraro**, personally known to me (or satisfactorily proven) to be the individuals whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 08-15-2027





**FREEHOLD SOIL CONSERVATION DISTRICT**

(Serving Middlesex and Monmouth Counties)

4000 Kozloski Road, P.O. Box 5033

Freehold, New Jersey 07728-5033

Tel: (732) 683-8500

Fax: (732) 683-9140

E-mail: [info@freeholdscd.org](mailto:info@freeholdscd.org)

Website: [www.freeholdsoil.org](http://www.freeholdsoil.org)

10/09/2025

JAMES KUBIS  
260 NAVESINK AVENUE  
HIGHLANDS NJ 07732

Ref.#: 0012-F271  
Proj.: 260 NAVESINK AVENUE DECK  
Twp. : HIGHLANDS  
Block: 119  
Lots : 2.01

Dear JAMES KUBIS,

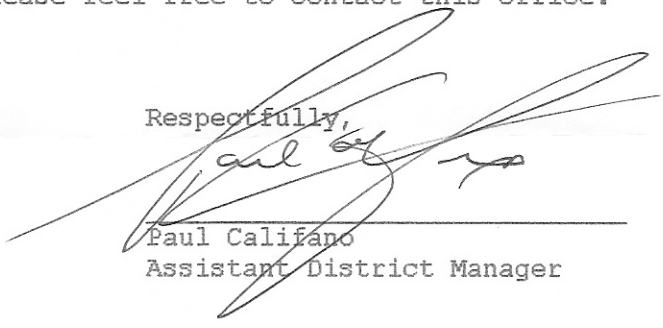
This is to inform you that in accordance with the New Jersey Soil Erosion and Sediment Control Act; N.J.S.A. 4:24-39 et. seq., Chapter 251, P.L. 1975 and as amended by C. 264, P.L. 77 and C. 459, P.L. 79, anyone disturbing more than 5,000 square feet of the surface area of land for the accommodation of construction, must file an application along with Soil Erosion and Sediment Control plans to the local District office for review and certification.

The above referenced project is exempt from the Act because of the enumerated reason below, and therefore does not require certification of a Soil Erosion and Sediment Control plan.

1. Demolition and rebuild of deck less than 5,000 square feet of soil disturbance.

However, should the land disturbance exceed 5,000 square feet, submission and certification of a Soil Erosion and Sediment Control plan may be required. If you should have any questions, please feel free to contact this office.

Respectfully,

  
Paul Califano  
Assistant District Manager

SR  
cc: Planning Board  
Construction Official  
Municipal Engineer  
Applicant's Engineer