



Borough of Highlands  
42 Shore Drive  
Highlands, NJ 07732  
(732) 872-1224  
www.highlandsborough.org

### LAND USE BOARD APPLICATION

~~ckt# 2106~~ ~~ckt# 2107~~

#### FOR OFFICIAL USE

Date Rec'd: 9/6/2023 Application #: 2023-05 Fee: \$ 350 Escrow: \$ 750

#### 1. APPLICANT

Name: Mary T. Sharkey  
Address: 68 Bay Avenue  
City: Highlands State: NJ Zip: 07732  
Phone: 732-443-7824  
Email: msharkey.rnbsn@gmail.com  
Relation to property: owner

#### 2. OWNER

Name: Mary T. Sharkey  
Address: 68 Bay Avenue  
City: Highlands State: NJ Zip: 07732  
Phone: 732-443-7824  
Email: msharkey.rnbsn@gmail.com

#### 3. TYPE OF APPLICATION (Check all that apply)

- Minor Subdivision
- Major Subdivision – Preliminary
- Major Subdivision – Final
- Minor Site Plan
- Major Site Plan – Preliminary
- Major Site Plan – Final
- Variance
- Use Variance
- Appeal – Zoning Denial date \_\_\_\_\_
- Appeal – Land Use Decision date \_\_\_\_\_
- Informal Concept Plan Review
- Extension of Approval
- Revision/Resubmission of Prior Application
- Other New single family home

#### 4. PROPERTY INFORMATION

Block 42 Lot(s) 2 Address: 9 Shrewsbury Avenue  
Lot size 1,871 ac # of Existing Lots 1 # of Proposed Lots 1  
Zone R2.02 Are there existing Deed Restrictions or Easements?  No  Yes – Please attach copies  
Has the property been subdivided?  No  Yes If yes, when? \_\_\_\_\_  
Attach copies of approved map or approved resolution  
Property taxes paid through current Sewer paid through current

#### 5. ATTORNEY (A corporation, LLC, Limited Partnership, or S-Corp **must** be represented by a NJ attorney)

Name: none  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_



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**6. APPLICANT'S OTHER PROFESSIONAL(S)** – Engineer, Planner, Architect, etc.

Name: Salvatore LaFerlita Architect  
 Address: 115 University Drive  
Lincroft NJ 07738  
 Phone: 732-741-7158  
 Email: sallaferlita@aol.com

Name: Morgan Engineering & Surveying  
 Address: PO Box 5232  
Toms River, NJ 08754  
 Phone: 732-270-9690  
 Email: lucas@morganengineerllc.com

**7. LAND USE**

**A. PROPERTY HISTORY** –Describe in detail, nature of prior use(s) on the site, start date of such use, any prior Land Use Board applications for this site (attach copy of resolution, if applicable), history of current ownership, etc.

\_\_\_\_\_  
 \_\_\_\_\_  
 Vacant 30+ years. 2021 contract purchaser withdrew application.  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. PROPOSED PLAN** –Describe in detail, proposed use for property, including, but not limited to: 1) portion to be subdivided; 2) sell lot only; 3) construct house(s) for sale; 4) how trash will be disposed; 5) landscaping; 6) hours of operation; 7) type of goods/services; 8) fire lane. Attach additional sheets if necessary.

\_\_\_\_\_  
 \_\_\_\_\_  
 Build small single family home for retiring husband and wife.  
 \_\_\_\_\_  
 \_\_\_\_\_

**C. ADDITIONAL INFORMATION:**

		Existing	Proposed
<b>Residential:</b>	How many dwelling units?	<u>0</u>	<u>1</u>
	How many bedrooms in each unit?	<u>0</u>	<u>2</u>
	How many on-site parking spaces?	<u>0</u>	<u>2</u>
<b>Commercial:</b>	How many commercial uses on site?	<u>n/a</u>	<u>n/a</u>
	How many on-site parking spaces?	<u></u>	<u></u>



**8. VARIANCE REQUESTS** Complete section(s) related to the relief being requested.

	Req'd	Exist.	Prop'd
<b>Minimum Lot Requirements</b>			
Lot Area	4000	1871	same
Frontage	50	33.5	same
Lot Depth	75	51.7	same
<b>Minimum Yard Requirements</b>			
Front Yard Setback	10	-	10
2 <sup>nd</sup> Front Yard Setback	-	-	n/a
Rear Yard Setback	16	-	13.1
Side Yard Setback, right	4	-	4
Side Yard Setback, left	3	-	3
Building Height	32.5	-	32.5

	Req'd	Exist.	Prop'd
<b>Accessory Structures</b>			
Fence/Wall Height	-	-	-
Garage/Shed Height	-	-	-
Garage/Shed Area	-	-	-
Pool Setback	-	-	-
<b>Parking Requirements</b>			
On-site Parking Spaces	2	-	2
<b>Other (please add)</b>			
Building coverage	33%	-	38.3%

**9. OTHER RELIEF REQUESTED** Please specify relief(s) and explain below.

*NONE*

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**10. NOTARIZED SIGNATURE OF APPLICANT**

I certify that the foregoing statements and the materials submitted are true. I further certify that I am the individual Applicant, or that I am an Officer of the Applicant authorized to sign the application for the business organization. Additionally, I certify that the survey or plans submitted with this application shows and discloses the premises in its entirety, and I further certify that no buildings, fences, or other facilities have been constructed, installed, or otherwise located on the premises after the date of the survey with the exception of the structures shown.

SWORN & SUBSCRIBED to before me this  
6TH day of SEPTEMBER 20 23 (year)  
Carolyn Brouillon (notary)  
 New Jersey  
 Notary Public (Seal)  
 My Commission Expires 07/07/2025  
 Commission # 50130681

Mary T. Sharkey 9/16/23  
 Signature Date  
Mary T. Sharkey  
 Print Full Name

**11. NOTARIZED CONSENT OF OWNER** N/A.

I certify that I am the Owner of the property which is the subject of this application, hereby consent to the making of this application and approval of the plans submitted herewith. I further consent to the inspection of this property in connection with this application as deemed necessary by the municipal agency (if owned by a corporation, a resolution must be attached authorizing the application and officer signature).

SWORN & SUBSCRIBED to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (year)  
 \_\_\_\_\_ (notary)  
 (Seal)

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print Full Name

**12A. DISCLOSURE STATEMENT** Circle all that apply.

Pursuant to N.J.S.A. 40:55D-48.1 & 48.2, please answer the following questions:

- Is this application to subdivide a parcel of land into six (6) or more lots? Yes  No
- Is this application to construct a multiple dwelling of 25 or more units? Yes  No
- Is this an application for approval of a site(s) for non-residential purposes? Yes  No
- Is this Applicant a corporation? Yes  No
- Is the Applicant a limited liability corporation? Yes  No
- Is the Applicant a partnership? Yes  No

If you circled **YES** to any of the above, please complete the following Ownership Discloser Statement (use additional sheets if necessary).





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**12B. BUSINESS ORGANIZATION OWNERSHIP DISCLOSURE STATEMENT**

Name of Corporation, Partnership, LLC, LLP, S-Corp:

N/A

Listed below are the names and addresses of all owners of 10% or more of the stock/interest\* in the above referenced business organization:

NAME	ADDRESS

\*If a corporation or a partnership owns 10% or more of the stock of a corporation, or 10% or great interest in a partnership, that corporation or partnership shall list the names and address of its stockholders holding 10% or more of its stock or 10% or greater interest in the partnership, and this requirement shall be followed until the names and addresses of the non-corporate stockholders and individual partners, exceeding the 10% owner ship criterion established have been listed.

SWORN & SUBSCRIBED to before me this _____ day of _____ 20____ (year) _____ (notary) (Seal)
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_____	_____
Signature (Officer/Partner)	Date
_____	_____
Print Full Name	Title



Borough of Highlands  
 42 Shore Drive, Highlands, NJ 07732  
 Phone: (732) 872-1224  
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# Zoning Permit Application

Note: All applications must be submitted with a property survey showing the sizes of the structure(s) and their location. Applications involving businesses must show the scope of the business and include all activities that will be a part of the business.

The following **NON-REFUNDABLE** fees shall apply: Residential Single & Two-Family \$25  Check # 1103 Cash \_\_\_\_\_  
 Commercial/Other residential \$50 \_\_\_\_\_ Check # \_\_\_\_\_ Cash \_\_\_\_\_

**APPLICANT** Name: Mary Sharkey Date: 8/22/23

Address: 68 Bay Avenue, Highlands, NJ 07732

Phone# 732-443-7824 Email: msharkey.rnbsn@gmail.com

### LOCATION OF THE WORK

Block: 42 Lot(s): 2 Zone: R2.02

Street Address: 9 Shrewsbury Avenue

### DESCRIPTION OF THE WORK TO BE PERFORMED (OR USE PROPOSED)

New single family home built on existing vacant undersized odd shaped lot.

Check one:  New\*  Addition\*  Alteration  Repair  Other

I certify the attached survey is accurate relating to existing and proposed improvements. In addition, I grant permission to the Borough of Highlands and their Agents to come onto the subject property, for the purposes of conducting inspections, relating to the application.

YES  NO

Signature: Mary Sharkey Date: 8/25/23

### FLOOD HAZARD AREA DETERMINATION

Check applicable Flood Zone:  AE  VE  X

All applications within the AE and VE Flood Zones, as indicated upon the most recent FEMA Flood Maps, require submission of a determination from the NJDEP.

### BOROUGH HALL USE ONLY

Determination: Approved  Denied  Zoning Officer: Eidhuarte

If your application has been DENIED, it is due to the following:

Date: 8/31/23

Ordinance Section

Allowed/Required

Proposed

21-86B4

33% Bldg Coverage  
16ft. rear setback

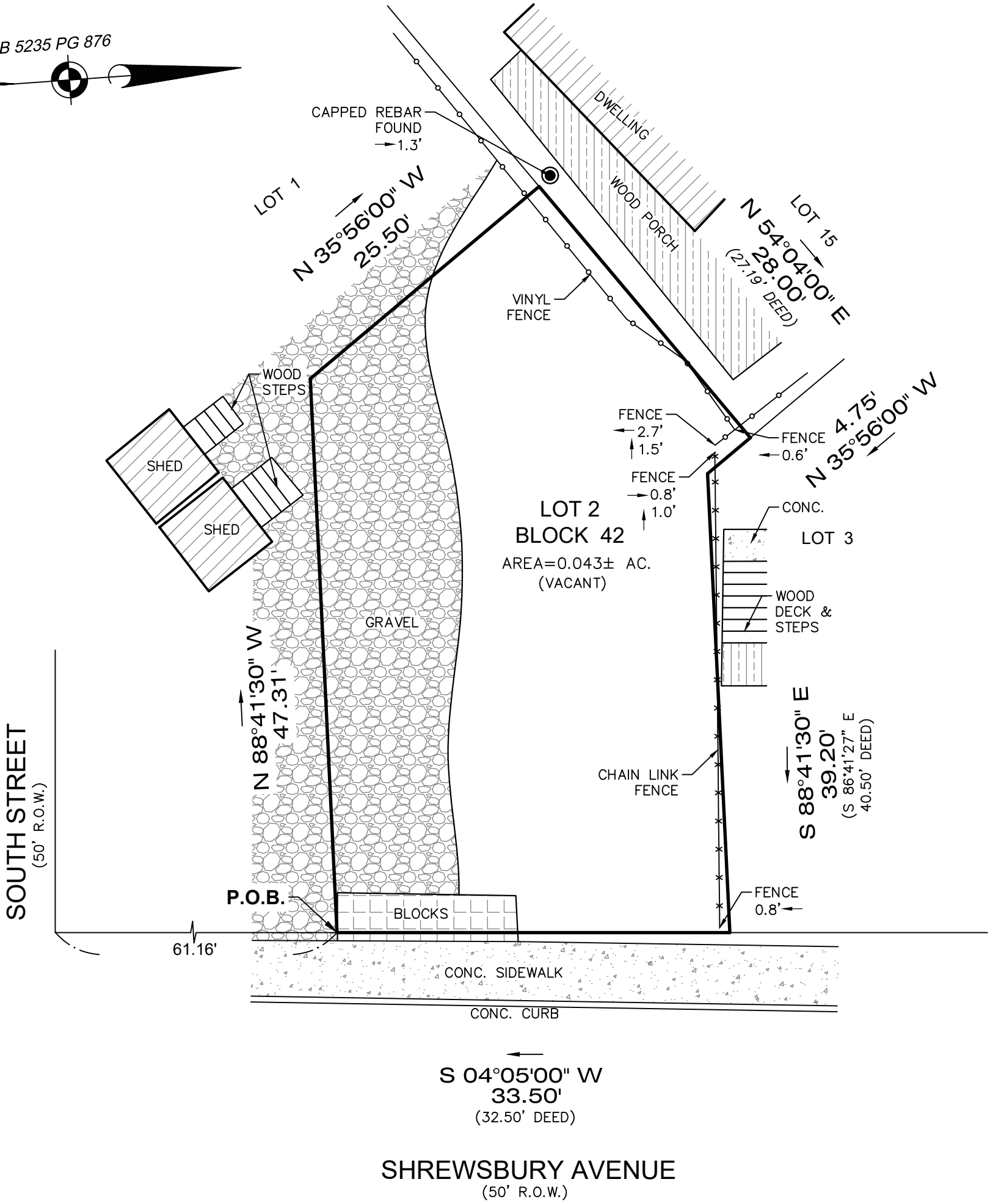
30.3%  
13.1 ft.

Remarks: \_\_\_\_\_

Note: A Zoning Permit indicates that the proposed project conforms to the planning/zoning regulations of the Borough of Highlands. A building permit is required (per the requirements of the Uniform Construction Code of NJ) BEFORE beginning work. The Zoning Permit is valid for one year. If your application has been denied, you may appeal this denial to the Land Use Board as provided by the New Jersey Municipal Land Use Law. You must submit letter of appeal to the Land Use Board Secretary within 20 days.

\* Note: Applications for New and Addition require a Flood Plain Review Application to the Borough Flood Administrator upon submission of this application.





PREPARED FOR: *MARY T. SHARKEY, married*

TITLE INSURER: *SURETY TITLE COMPANY, LLC (134464RK-01)*  
*FIDELITY NATIONAL TITLE INSURANCE COMPANY*

BUYER'S ATTORNEY: *KEITH N. ARCOMANO, Esquire*

DISCUSSION TOPIC: GRAVEL  
CROSSES BOUNDARY BETWEEN  
SUBJECT PROPERTY AND LOT 1 WITH  
NO KNOWN EASEMENT.

IMPORTANT NOTES, PLEASE REVIEW:

- I DECLARE THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS MAP OR PLAN MADE ON 1/11/22 BY ME OR UNDER MY DIRECT SUPERVISION IS IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- THIS SURVEY DOES NOT PURPORT TO IDENTIFY BELOW GROUND ENCROACHMENTS, UTILITIES, SERVICES LINES OR STRUCTURES, WETLANDS, OR RIPARIAN RIGHTS. NO ATTEMPT WAS MADE TO DETERMINE IF ANY PORTION OF THE PROPERTY IS CLAIMED BY THE STATE OF NEW JERSEY AS TIDELANDS, ENVIRONMENTALLY SENSITIVE AREAS, IF ANY ARE NOT LOCATED BY THIS SURVEY.
- OFFSET DIMENSIONS FROM STRUCTURES TO PROPERTY LINES SHOWN HEREON ARE NOT TO BE USED TO REESTABLISH PROPERTY LINES.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM A TITLE REPORT PROVIDED BY THE TITLE INSURER REFERENCED HEREON.
- PROPERTY CORNERS HAVE NOT BEEN SET AS PER CONTRACTUAL AGREEMENT. (N.J.A.C. 13:40-5.1(D))

CERTIFICATE OF AUTHORIZATION: 24GA28229800

**MORGAN**  
engineering & surveying

P.O. BOX 5232  
TOMS RIVER, N.J. 08754  
TEL: 732-270-9690  
FAX: 732-270-9691

www.morganengineeringllc.com

## SURVEY OF PROPERTY

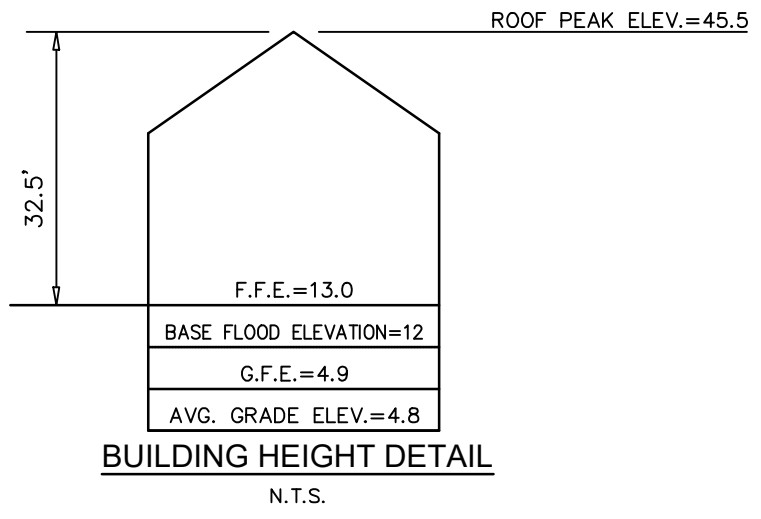
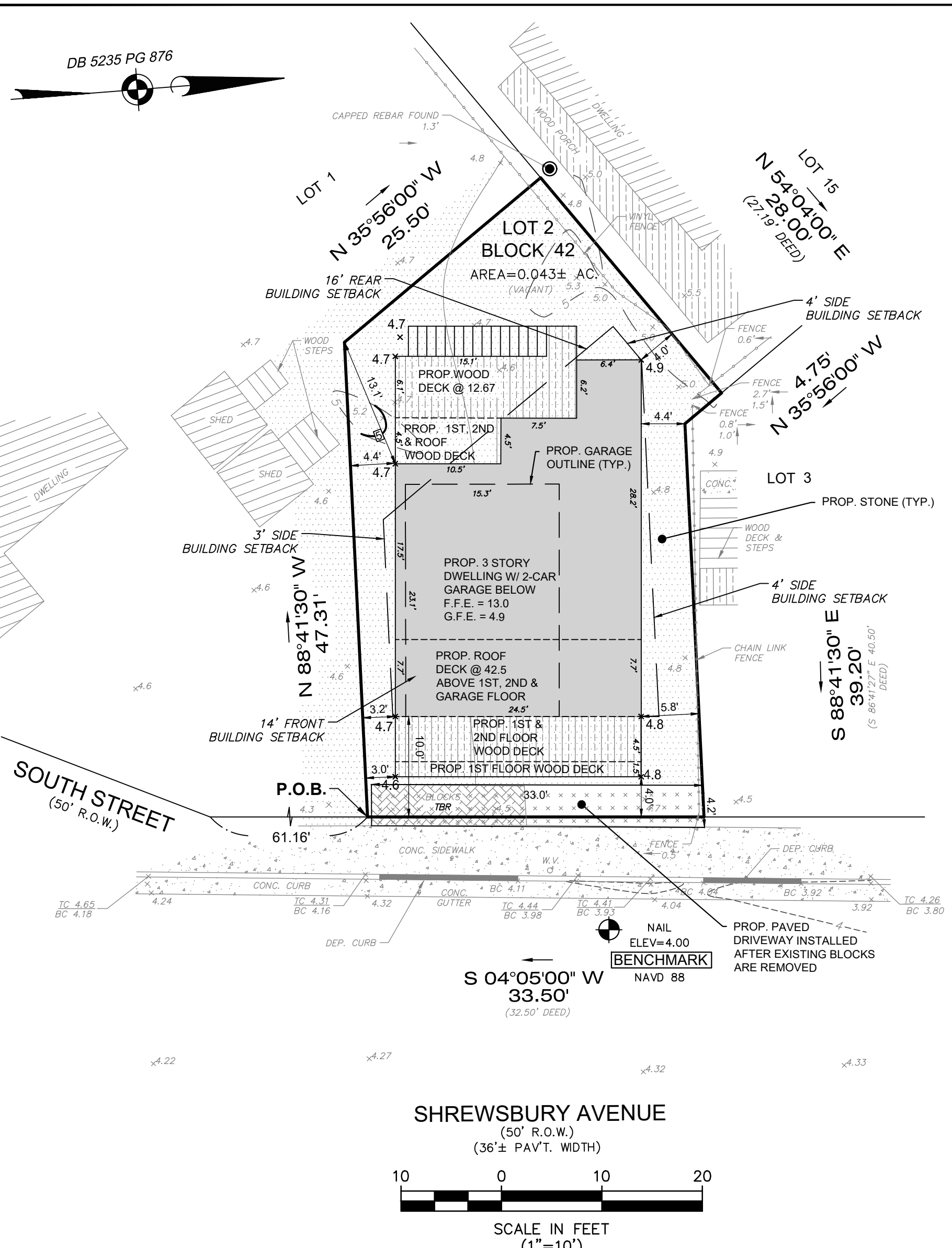
**LOT 2** **BLOCK 42**

**BOROUGH OF HIGHLANDS**

**COUNTY OF MONMOUTH** **NEW JERSEY**

**DAVID J. VON STEENBURG**  
PROFESSIONAL LAND SURVEYOR  
N.J. LIC. No. 34500

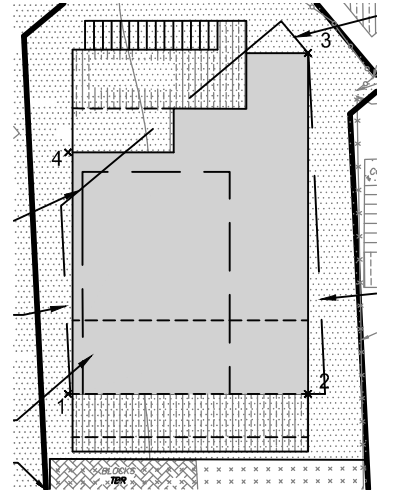
Scale: 1"=10'	Drawn By: MS	Date: 1/11/22	JOB #: 22-00239	CAD File #: 22-00239	Sheet #: 1 OF 1
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**SPOT I.D. EX. ELEVATION**

1.	4.7
2.	4.8
3.	4.9
4.	4.7
TOTAL	19.1

19.1 ÷ 4 = 4.8  
 4.8 + 40.67 FT. = 45.5  
 45.5 = MAXIMUM ROOF PEAK



- NOTES:**
- THIS MAP IS NOT A SURVEY.
  - THE PURPOSE OF THIS MAP IS FOR OBTAINING A PERMIT FROM THE BOROUGH OF HIGHLANDS FOR THE CONSTRUCTION OF A SINGLE FAMILY DWELLING WITH APPURTENANT SITE IMPROVEMENTS.
  - BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON TAKEN FROM A CERTAIN PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, LOT 2, BLOCK 42, BOROUGH OF HIGHLANDS, COUNTY OF MONMOUTH, NEW JERSEY," PREPARED BY MORGAN ENGINEERING & SURVEYING, LLC, DATED 1/17/2022.
  - PER THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF GIS' NJ-GEOWEB INTERACTIVE MAPPING APPLICATION, WETLANDS DO NOT APPEAR TO EXIST ON THE SUBJECT PROPERTY.
  - PROPERTY IS LOCATED IN FLOOD ZONE AE ELEV. 12 AS SHOWN ON CURRENT FIRM MAP #34025C0088H, DATED 06/15/2022.
  - PROPERTY IS LOCATED IN FLOOD ZONE AE ELEV. 12 AS SHOWN ON PRELIMINARY FIRM MAP #34025C0088J, DATED 01/31/2014.
  - ADVISORY BASE FLOOD ELEVATION SHOWS PROPERTY LOCATED IN FLOOD ZONE V ELEV. 14.
  - PROPERTY IS LOCATED WITHIN THE LIMIT OF MODERATE WAVE ACTION (LimWo).
  - EXISTING UTILITIES TO BE MARKED OUT PRIOR TO THE START OF CONSTRUCTION.
  - ALL ELEVATIONS ARE IN NAVD 1988 DATUM THROUGH GPS OBSERVATIONS USING LEICA RTK GPS NETWORK.
  - THIS PROPERTY LOCATED WITHIN THE R-2.02 ZONE.
  - ALL ROOF LEADERS SHALL BE DIRECTED TOWARDS SHREWSBURY AVENUE.
  - NO ROOF DRAIN RUNOFF SHALL BE DIRECTED TO ADJACENT PROPERTIES.
  - MORGAN ENGINEERING HAS NOT EVALUATED THE SUBSURFACE SOIL CONDITIONS TO ASCERTAIN THE DEPTH TO GROUNDWATER OR THE SEASONAL HIGH WATER TABLE WITHIN THE FOOTPRINT OF THE DWELLING. THE HOMEOWNER, OR THEIR REPRESENTATIVE, SHALL COORDINATE WITH A QUALIFIED PROFESSIONAL TO ENSURE THE PROPOSED BASEMENT COMPLIES WITH THE NEW JERSEY BUILDING CODE WITH RESPECT TO SEPARATION BETWEEN THE BASEMENT AND THE SEASONAL HIGH WATER TABLE. SHOULD THIS TESTING PRODUCE RESULTS IN CONFLICT WITH THE PROPOSED DESIGN, THE UNDERSIGNED PROFESSIONAL SHOULD BE NOTIFIED IMMEDIATELY.
  - REFER TO ARCHITECTURAL PLANS PROVIDED BY SALVATORE LA FERLITA, R.A. FOR PARKING SPECIFICATIONS.

**BUILDING COVERAGE**

DESCRIPTION	EXISTING	PROPOSED
DWELLING	-	717 S.F.
BUILDING LOT COVERAGE	-	717 S.F.
LOT AREA	-	1,871 S.F.
TOTAL BUILDING	-	38.3%
LOT COVERAGE	-	

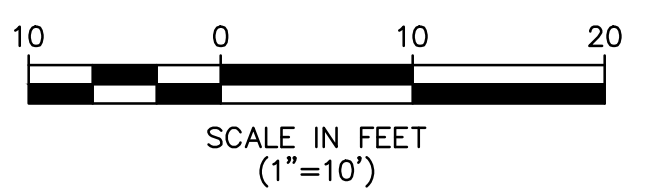
**IMPERVIOUS COVERAGE**

DESCRIPTION	EXISTING	PROPOSED
DWELLING	-	717 S.F.
BLOCKS	50 S.F.	-
PAVED DRIVEWAY	-	105 S.F.
WOOD DECKS	-	320 S.F.
IMPERVIOUS LOT COVERAGE	50 S.F.	1,142 S.F.
LOT AREA	-	1,871 S.F.
TOTAL IMPERVIOUS	2.7%	61.0%
LOT COVERAGE	-	

**ZONE R-2.02 REQUIREMENTS**

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	4,000 S.F.	1,871 S.F.*	N.C.
MIN. LOT DEPTH	75 FT.	51.7 FT.*	N.C.
MIN. LOT WIDTH	50 FT.	33.5 FT.*	N.C.
MIN. LOT FRONTAGE	50 FT.	33.5 FT.*	N.C.
MIN. FRONT SETBACK	10 FT.*****	-	10 FT.
MIN. SIDE SETBACK:			
ONE SIDE	4 FT.****	-	4 FT.
COMBINED	7 FT.****	-	7 FT.
MIN. REAR SETBACK	16 FT.***	-	13.1 FT.**
MAX. BUILDING COVERAGE	33%	-	48.3%**
MAX. IMPERVIOUS COVERAGE	75%	2.7%	61.0%
MIN. PARKING SPACES	1.5 SPACES	-	2 SPACES
MAX. BUILDING HEIGHT	32.5 FT.*****	-	32.5 FT.

\* - EXISTING NON-COMFORMING  
 \*\* - VARIANCE REQUIRED  
 \*\*\* - FOR LOTS WHICH DO NOT MEET THE LOT DEPTH REQUIREMENT, FRONT AND REAR SETBACK MAY BE REDUCED IN THE SAME PROPORTION AS THE REDUCED LOT DEPTH TO THE REQUIRED LOT DEPTH, BUT IN NO CASE SHALL THE PROPOSED FRONT YARD BE LESS THAN THE SMALLEST FRONT YARD ALLOWED UNDER SECTION 21-79B NOR THE PROPOSED REAR YARD BE LESS THAN 80% OF THE REQUIRED REAR YARD FOR THE ZONE. PER ORDINANCE SECTION 21-98F.(g).  
 \*\*\*\* - FOR LOTS WHICH DO NOT MEET THE LOT WIDTH REQUIREMENTS, THE SIDE YARDS MAY BE REDUCED IN THE SAME PROPORTION AS THE REDUCED WIDTH BEARS TO THE REQUIRED WIDTH, BUT IN NO CASE SHALL THE PROPOSED SIDE YARDS BE LESS THAN ONE-HALF OF THE REQUIRED SIDE YARDS. PER ORDINANCE SECTION 21-98F.(f).  
 \*\*\*\*\* - WHERE A DWELLING IS CONSTRUCTED OR RECONSTRUCTED TO PROVIDE THE REQUIRED PARKING UNDER THE STRUCTURE, THE MAXIMUM HEIGHT SHALL BE INCREASED BY TWO AND ONE-HALF FEET.  
 \*\*\*\*\* - THE PREVAILING SETBACK SHALL BE THE AVERAGE SETBACK OF BUILDINGS ON THE SAME BLOCK IN THE SAME ZONE, BUT NOT LESS THAN THE AVERAGE OF THE SETBACKS OF THE BUILDINGS ON THE TWO (2) NEAREST ADJACENT LOTS AND IN NO CASE, LESS THAN HALF THE REQUIRED SETBACK. PER ORDINANCE SECTION 21-79(B)  
 N.C. - NO CHANGE



**LEGEND**

EXISTING FEATURES	PROPOSED FEATURES
EXIST. TREE LINE	PROP. TREE LINE
EXIST. FENCE	PROP. FENCE
EXIST. UTILITY POLE	PROP. WATER LATERAL
EXIST. GUY	PROP. WATER VALVE
EXIST. FIRE HYDRANT	PROP. SANITARY SEWER LATERAL
EXIST. INLET	PROP. SANITARY CLEANOUT
EXIST. SIGN	PROP. GAS LINE
EXIST. SANITARY MANHOLE	PROP. LIMIT OF DISTURBANCE
EXIST. WATER LINE	PROP. SILT FENCE
EXIST. SANITARY LINE	PROP. CONTOUR
EXIST. CONTOUR	PROP. SPOT ELEVATION
EXIST. SPOT ELEVATION	PROP. SURFACE FLOW DIRECTION
EXIST. TOP/BOTTOM CURB GRADE	PROP. TOP/BOTTOM CURB GRADE
F.F.E. - FIRST FLOOR ELEVATION	B.F.E. - BASEMENT FLOOR ELEVATION
T.B.R. - TO BE REMOVED	G.F.E. - GARAGE FLOOR ELEVATION
	N.T.S. - NOT TO SCALE

PREPARED FOR: MARY SHARKEY

"THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON-SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS."

CERTIFICATE OF AUTHORIZATION: 24GA28229800

**MORGAN**  
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 TOMS RIVER, N.J. 08754  
 TEL: 732-270-9690  
 FAX: 732-270-9691  
 www.morganengineeringllc.com

**DRAFT**

**MATHEW R. WILDER**  
 NEW JERSEY PROFESSIONAL ENGINEER  
 LICENSE No. 50652

REV	DATE	DESCRIPTION	BY

**BUILDING PERMIT PLOT PLAN**

**9 SHREWSBURY AVENUE BLOCK 42**

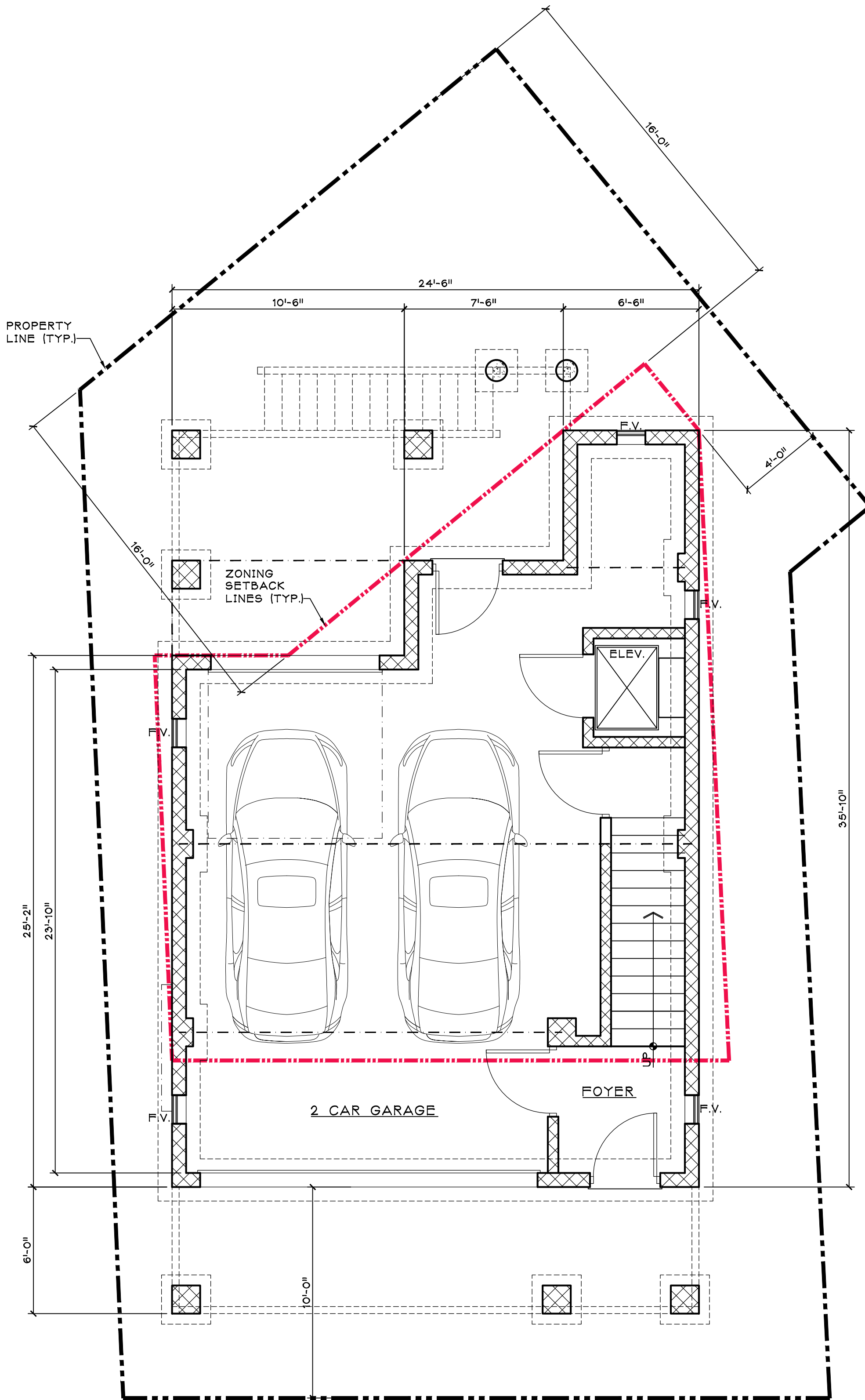
**LOT 2** **BLOCK 42**

**BOROUGH OF HIGHLANDS**

**COUNTY OF MONMOUTH** **NEW JERSEY**

Scale: 1"=10'	Drawn By: L.S.	Date: 08/16/23	JOB #: E22-00043	CAD File #: PLOT PLAN	Sheet #: 01 OF 01
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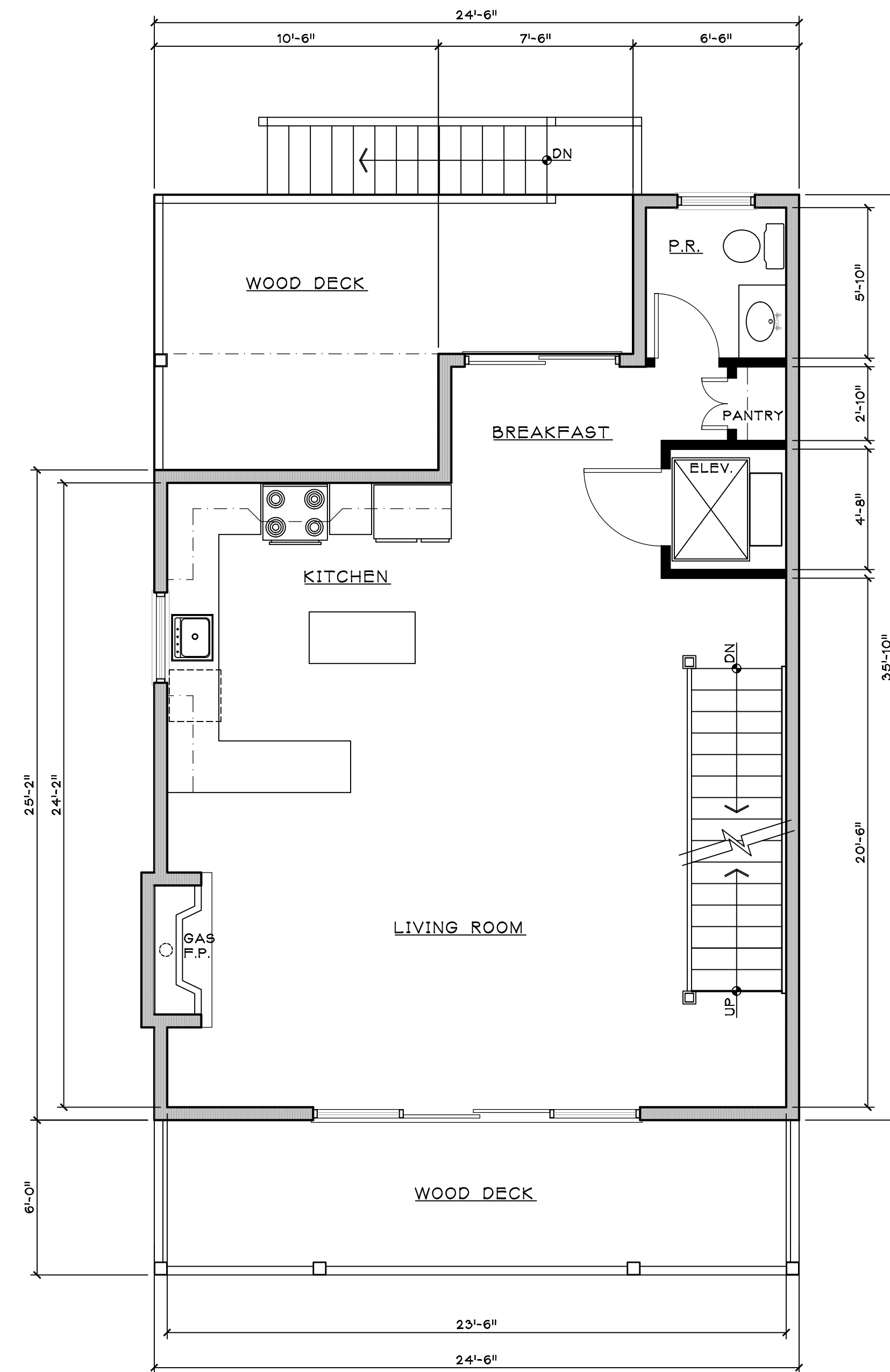




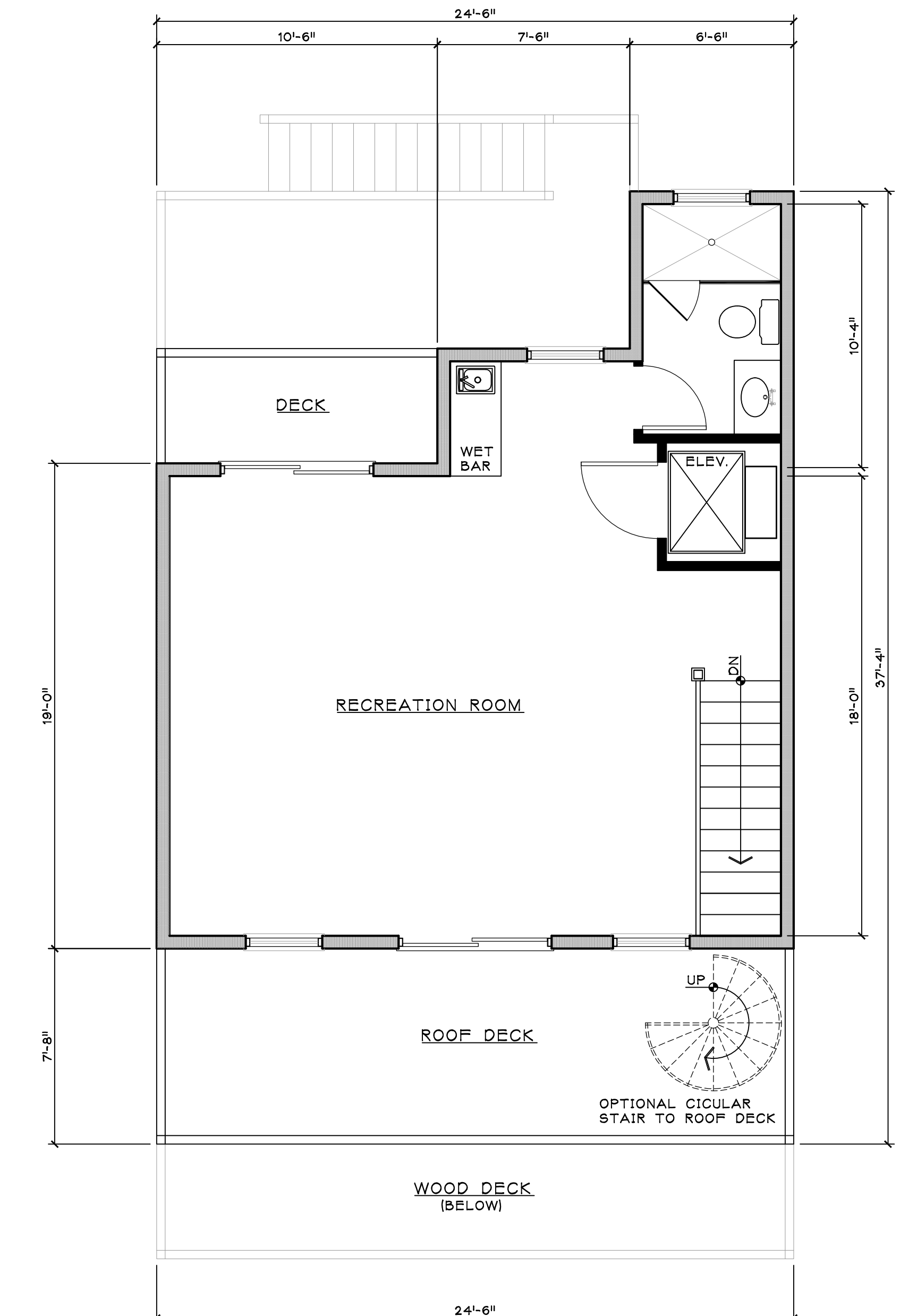
**B** FOUNDATION PLAN  
 A-100 653 S.F. SCALE: 1/4" = 1'-0"



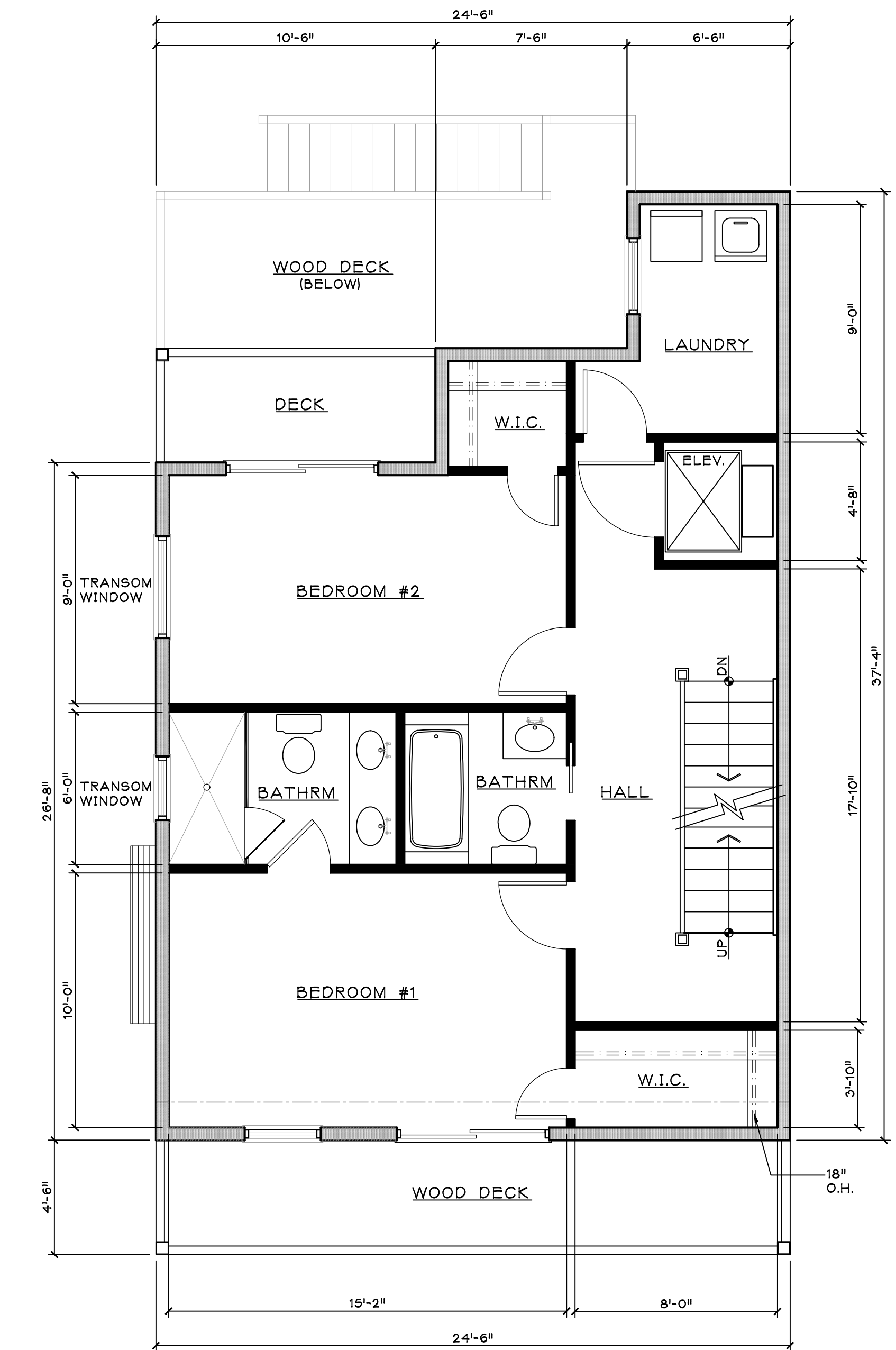
**1** PROPOSED FRONT ELEVATION  
 SCALE: N.T.S.



**C** FIRST FLOOR PLAN  
 A-100 672 S.F. SCALE: 1/4" = 1'-0"



**E** THIRD FLOOR PLAN  
 A-100 524 S.F. SCALE: 1/4" = 1'-0"



**D** SECOND FLOOR PLAN  
 A-100 708 S.F. SCALE: 1/4" = 1'-0"

**LEGEND**

- EXISTING INTERIOR PARTITION TO REMAIN
- NEW 2" x 6" WOOD STUD BREAKAWAY WALL CONSTRUCTION, REFER TO DETAIL
- NEW 2" x 4" WOOD STUD INTERIOR WALL CONSTRUCTION
- NEW 2" x 6" WOOD STUD EXTERIOR WALL CONSTRUCTION
- NEW CONCRETE BLOCK FOUNDATION WALL

FOR ZONING REVIEW  
 ISSUED: 7/28/2023

SALVATORE LA FERLITA, R.A.  
 Architectural Services  
 Construction Management  
  
 115 University Drive  
 Lincroft, N.J. 07738  
 732-741-5105  
 Sallaferlita@aol.com

No.	DATE	DESCRIPTION

Client:  
**SHARKEY RESIDENCE**  
 ### SHREWSBURY AVENUE  
 HIGHLANDS, NEW JERSEY

Title:  
**PROPOSED THREE STORY  
 SINGLE FAMILY DWELLING**

Seal & Signature:	Job Type:
	Project No.:
	Scale: AS NOTED
	Date:
	Drawn By:
	Reviewed By:
	Drawing No.:
	<b>A-100</b>
N.J. LIC. #A115228	SHEET No. 1 OF 1









HGPB- R2040

September 29, 2023

Nancy Tran, Land Use Board Secretary  
Borough of Highlands Land Use Board  
42 Shore Drive  
Highlands, New Jersey 07732

*Via Email (landuse@highlandsborough.org)*

**Re: Mary Sharkey  
9 Shrewsbury Avenue  
Block 42, Lot 2  
R-2.02 Zone  
Review of Minor Site Plan, Plat Requirements**

Dear Ms. Tran,

As requested, we have reviewed the above-referenced application in accordance with the Borough of Highlands Zoning and Land Use Regulations.

The applicant submitted the following documents in support of this application:

1. Planning Board Application, dated September 6, 2023.
2. Zoning Permit Application dated August 25, 2023.
3. Architectural Plan prepared by LA Ferlita Architecture Services Construction Management, dated July 28, 2023, consisting of two (2) sheets.
4. Variance Plan / Building Permit Plot Plan prepared by Morgan Engineering & Surveying, dated August 16, 2023, consisting of two (2) sheets.

The following information was reviewed for completeness purposes:

**Preliminary Site Plan (Minor):** The preliminary site plan shall be drawn at a scale of not more than one hundred (100) feet to the inch and shall include such details as may be necessary to properly evaluate the application and determine compliance with this chapter. The site plan shall be drawn by a licensed New Jersey professional engineer and land surveyor and, where applicable to the proposed use or construction, the following information shall be clearly shown.

1. Date, name, location of site, name of owner, scale and reference meridian. **Provided.**
2. Area of the lot and all lot line dimensions and bearings. **Provided.**
3. The location of all existing watercourses, wooded areas, easements, rights-of-way, streets, roads, highways, rivers, buildings, structures and any other feature on the property and within seventy-five (75) feet of the property line. **Provided.**
4. Location, use and ground floor area of all existing and proposed buildings, with the building setback, sideline and rear yard distance. **Provided.**
5. Elevations at the corners of all proposed buildings and paved areas and at property corners if new buildings or paved areas are proposed. **Provided.**
6. The location and widths of existing and proposed streets servicing the site plan. **Provided.**
7. Specifications for and location of proposed surface paving and curbing. **Not applicable.**
8. Location of all structures within seventy-five (75) feet of the property. **Provided.**
9. Location of off-street parking areas, with dimensions, showing proposed parking and loading spaces, with dimensions, width of proposed access drives and aisles and traffic circulation. **Provided.**



Re: **Mary Sharkey**  
**9 Shrewsbury Avenue**  
**Block 42, Lot 2**  
**R-2.02 Zone**  
**Review of Minor Site Plan, Plat Requirements**

10. Storm water management and sanitary sewer reports, including proposed storm drainage and sanitary disposal facilities; specifically, the location, type and size of all existing and proposed catch basins, storm drainage facilities, utilities plus all required design data supporting the adequacy of the existing or proposed facilities to handle future storm flows. **Not applicable.**
11. Existing and proposed contours of the property and for seventy-five (75) feet outside the property at one (1) foot intervals when new buildings or parking areas are proposed. Spot elevations for any development in a flood hazard area. **Provided.**
12. The location and treatment of proposed entrances and exits to the public rights-of-way, including the possible utilization of traffic signals, channelization, acceleration, and deceleration lanes, additional widths and any other devices necessary to traffic safety and/or convenience. **Not applicable.**
13. The location and identification of proposed open space, parks or other recreation areas. **Not applicable.**
14. The location and design of landscaping, buffer areas and screening areas showing size, species and spacing of trees and plants and treatment of unpaved areas. **Not applicable.**
15. The location of sidewalks, walkways, traffic islands and all other areas proposed to be devoted to pedestrian use. **Provided.**
16. The nature and location of public and private utilities, including maintenance and solid waste disposal, recycling and/or storage facilities. **Not applicable.**
17. Specific location and design of traffic control devices, signs and lighting fixtures. The Board may require of the applicant expert testimony concerning the adequacy of proposed traffic control devices, signs and lighting fixtures. **Not applicable.**
18. Preliminary architectural plans for the proposed buildings or structures indicating typical floor plans, elevations, heights and general design or architectural styling. **Partially provided. *Since the proposed structure is located within the AE-12 Flood Zone, and within the Limit of Moderate Wave Action (LimWa), plans should be revised to include piling or column foundation in compliance with VE zone construction requirements. FEMA notes on sheet 2 of the architectural plans shall be revised to be specific to this project. In addition, the applicant shall provide side elevation views of the proposed dwelling.***
19. The present and past status and use and contemplated use of the property and all existing buildings on the property. A cleanup plan where such is necessary because of the past or present use of the site. **Not applicable.**
20. A soil erosion and sediment control plan is required. Said plan shall be submitted to the Soil Conservation District and approval of the application shall be conditioned upon certification of the soil erosion and sediment control plan by the District. **Not applicable.**
21. Soil Borings, when required by the Board Engineer. **Not applicable.**
22. Certification statement for the required municipal signatures, stating: **Not provided.**
  - o Application No. \_\_\_\_\_ approved/disapproved by the Highlands Land Use Board as a Minor Site Plan on \_\_\_\_\_.

(date)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary





Re: Mary Sharkey  
9 Shrewsbury Avenue  
Block 42, Lot 2  
R-2.02 Zone  
Review of Minor Site Plan, Plat Requirements

23. Certification statement for the County Planning Board approval / disapproval, if required. **Not applicable.**
24. The Board may require any additional information which is reasonably necessary to ascertain compliance with the provisions of this chapter.
25. By inspection it appears that the applicant is only providing one parking space, therefore a variance is required. **Not applicable.**

At this point, adequate information has been provided for us to perform a fee calculation for the application.

**UPON CONFIRMATION FROM THE BOARD SECRETARY THAT THE BALANCE OF ALL APPLICATION AND ESCROW FEES HAS BEEN DULY POSTED, THE FOLLOWING SHALL OCCUR:**

1. The application shall be deemed **COMPLETE.**
2. **Prior to commencing technical review, the applicant shall provide additional details and documentation addressing item number 18 above with respect to VE Flood Zone building foundations and side elevation views of the proposed dwelling.**

Should you have any questions or require any additional information, please call.

Very truly yours,

T&M ASSOCIATES

EDWARD W. HERRMAN, P.E., P.P., C.M.E., C.F.M.  
LAND USE BOARD ENGINEER

cc: Michael Muscillo, Borough Administrator ([mmuscillo@highlandsborough.org](mailto:mmuscillo@highlandsborough.org))  
Ron Cucchiaro, Esq., Land Use Board Attorney ([RCucchiaro@weiner.law](mailto:RCucchiaro@weiner.law))  
Erin Uriarte, Zoning Officer ([euriarte@middletownnj.org](mailto:euriarte@middletownnj.org))  
Mary T. Sharkey, Applicant ([msharkey.rnbsn@gmail.com](mailto:msharkey.rnbsn@gmail.com))  
Salvatore LaFerlita Architect, applicant's architect, ([sallaferlita@aol.com](mailto:sallaferlita@aol.com))  
Morgan Engineering & Surveying, applicant's engineer, ([lucas@morganengineerllc.com](mailto:lucas@morganengineerllc.com))



YOUR GOALS. OUR MISSION.

HGPB- R2040

September 29, 2023

Nancy Tran, Land Use Board Secretary  
Borough of Highlands Land Use Board  
42 Shore Drive  
Highlands, New Jersey 07732

Via Email ([ntran@highlandsborough.org](mailto:ntran@highlandsborough.org))

**Re: Mary Sharkey  
9 Shrewsbury Avenue  
Block 42, Lot 2  
R-2.02 Zone  
Review of Minor Site Plan, Fee and Escrow Calculation**

Dear Ms. Tran,

As requested, we have reviewed the above-referenced application in accordance with the Borough of Highlands Land Use Regulations Part 6 - Fee Schedule.

The applicant submitted the following documents in support of this application:

1. Planning Board Application, dated September 6, 2023.
2. Zoning Permit Application dated August 25, 2023.
3. Architectural Plan prepared by LA Ferlita Architecture Services Construction Management, dated July 28, 2023, consisting of two (2) sheets.
4. Variance Plan / Building Permit Plot Plan prepared by Morgan Engineering & Surveying, dated August 16, 2023, consisting of two (2) sheets.

Please note the following fee calculations:

- |                            |                    |
|----------------------------|--------------------|
| <b>1. Application fee:</b> | <b>\$ 725.00</b>   |
| <b>2. Escrow fee:</b>      | <b>\$ 1,450.00</b> |

Please note that the initial application deposits shall be deducted from the total fees shown.

If you have any questions or require additional information, please call.

Very truly yours,

T&M ASSOCIATES

EDWARD W. HERRMAN, P.E., P.P., C.M.E., C.F.M.  
LAND USE BOARD ENGINEER

EWH:AA  
Enclosure

cc: Michael Muscillo, Borough Administrator ([mmuscillo@highlandsborough.org](mailto:mmuscillo@highlandsborough.org))  
Ron Cucchiaro, Esq., Land Use Board Attorney ([RCucchiaro@weiner.law](mailto:RCucchiaro@weiner.law))  
Erin Uriarte, Zoning Officer ([eruarte@middletownnj.org](mailto:eruarte@middletownnj.org))  
Mary T. Sharkey, Applicant ([msharkey.rnbsn@gmail.com](mailto:msharkey.rnbsn@gmail.com))  
Salvatore LaFerlita Architect, applicant's architect, ([sallaferlita@aol.com](mailto:sallaferlita@aol.com))  
Morgan Engineering & Surveying, applicant's engineer, ([lucas@morganengineerllc.com](mailto:lucas@morganengineerllc.com))

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HGPB-R2040

DETERMINATION OF FEES

9 Shrewsbury Avenue  
Block 42, Lot 2

**A. APPLICATION FEES (Ord. 21-107)**

A. Variances

3. Residential "c" (lot area)	1	EA	\$	125.00	\$	125.00
Residential "c" (frontage)	1	EA	\$	125.00	\$	125.00
Residential "c" (depth)	1	EA	\$	125.00	\$	125.00
Residential "c" (rear setback)	1	EA	\$	125.00	\$	125.00
Residential "c" (building coverage)	1	EA	\$	125.00	\$	125.00

C. Site Plans

1. Minor	1	EA	\$	100.00	\$	100.00
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**B. ESCROW FEES (Ord. 21-108)**

B. Escrow Deposits (twice Application Fee; Minimum \$750)	1	LS	\$	1,450.00	\$	1,450.00
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**Application fees subtotal** \$ 725.00

**Escrow fee subtotal** \$ 1,450.00

**Total** \$ 2,175.00

**OWNER'S POLICY OF TITLE INSURANCE**

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Surety Title Company, LLC  
68 White Street, 2nd Floor  
Red Bank, NJ 07701  
Tel: 732-992-3220  
Fax:



By:

Handwritten signature of Michael J. Nolan.

Michael J. Nolan

President

Attest:

Handwritten signature of Marjorie Nemzura.

Marjorie Nemzura

Secretary

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:





- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
  - (C) successors to an Insured by its conversion to another kind of Entity;
  - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
- (2) if the grantee wholly owns the named Insured,
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters



insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### **17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.





**OWNERS TITLE INSURANCE POLICY**  
Issued by  
*Fidelity National Title Insurance Company*

**SCHEDULE A**

Name and Address of Title Insurance Company:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**NATIONAL HEADQUARTERS**  
**Jacksonville, Florida**

File No.: **134464RK-01**

Policy No.

**2730600-227029379**

Loan No.:

Address Reference: **9 Shrewsbury Avenue, Highlands, NJ 07732**

Amount of Insurance: **\$150,000.00**

Date of Policy: **February 10, 2022**

1. Name of Insured:  
**Mary T. Sharkey , Married**
2. The estate or interest in the land that is insured by this policy is:  
**Fee Simple**
3. Title is vested in:  
**Mary T. Sharkey , Married, by deed from Philip Barbetta, dated 1/18/2022, recorded 2/10/2022, in Book 9577, Page 9111, and/or Instrument Number 2022016715, recorded in the County of Monmouth**
4. The Land referred to in this policy is described as follows:  
  
**See attached Exhibit "A"**

For Informational Purposes only; being known and designated as: **Block 42, Lot 2, Highlands Boro, in Monmouth County, NJ**

This Policy is invalid unless the cover and Schedule B are attached.

Countersigned  
**Surety Title Company, LLC**

By:

**Red Bank, New Jersey**  
Issued at (Location)



Authorized Officer or Agent

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

File No.: **134464RK-01**

**ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Highlands Boro, Monmouth County, and State of New Jersey being more particularly described as follows:**

**Beginning at a point on the westerly R.O.W. line of Shrewsbury Avenue (50' R.O.W.), said point being a distance of 61.16 feet from its intersection with the northerly R.O.W line of South Street (50' R.O.W.), and running; thence**

- 1. N 88° 41' 30" W, a distance of 47.31 feet to a point; thence**
- 2. N 35° 56' 00" W, a distance of 25.50 feet to a point; thence**
- 3. N 54° 04' 00" E, a distance of 28.00 feet to a point; thence**
- 4. N 35° 56' 00" W, a distance of 4.75 feet to a point; thence**
- 5. S 88° 41' 30" E, a distance of 39.20 feet to a point on said westerly R.O.W. line of Shrewsbury Avenue; thence**
- 6. Along same, S 04° 05' 00" W, a distance of 33.50 feet to a point, said point being the Point and Place of Beginning.**

**The above description is drawn in accordance with a survey made by Morgan Engineering, LLC, dated January 11, 2022.**

**FOR INFORMATIONAL PURPOSES ONLY:  
BEING premises No. 9 Shrewsbury Avenue.**

**BEING Tax Block: 42, Tax Lot: 2**

**OWNERS TITLE INSURANCE POLICY**  
Issued by  
*Fidelity National Title Insurance Company*

**SCHEDULE B**

File No.: **134464RK-01**

Policy No.: **2730600-227029379**

**EXCEPTIONS FROM COVERAGE**

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the kind.
2. Easements or claims of easements, not shown by the public records.
3. Liability for additional assessment for taxes in connection with new construction pursuant to N.J.S.A. 54:4-63.1 et. seq.
4. Subject to subsurface conditions and/or encroachments not disclosed by an instrument of record
5. Acreage and/or square footage is neither guaranteed, nor insured hereunder. Policy will insure only the metes and bounds description as set forth in Schedule A hereof.
- 6.
7. **Rights, Claims or Interests of TENANTS and/or OTHER Parties in Possession of the land not shown by the public record.**
8. **Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**
9. **The calculated quantity of land or number of square feet contained within the premises described herein is not insured.**
10. **Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).**
11. **Subject to Terms, Conditions, Declarations, Covenants, Agreements, Restrictions, Reservations, Exceptions, Reversions, Easements, Setbacks, Grants, Rights of Way(s), Maps and Drawings as contained and/or set forth in Deed Book 709, Page 29 et seq.**
12. **Subject to "FILED MAP" Terms, Conditions, Covenants, Restrictions, Easements, Reservations, Exceptions, Reversions, Setbacks, Grants, Right of Way(s) and Notes as shown on a certain map entitled "Navesink Highlands" Case/Sheet/Filed Map No. UF-40 unfiled.**
13. **Rights, public and private, in and to all roads, streets, alleys, avenues, pathways and crossings, bounding or affecting the premises.**
14. **Rights public and private, together with flooding and drainage rights, if any, in and to all streams, rivers, or water courses crossing, bounding or affecting the premises.**
15. **Subject to the rights of Utility Companies servicing the insured premises.**
16. **Taxes paid through the 1st Quarter 2022. Subsequent taxes not yet due and payable. Possible additional taxes assessed or levied under NJSA 54:4-63.1, et seq.**





**SURVEY ENDORSEMENT  
(FOR COMMITMENT OR POLICY)**

Attached to and forming a part of Loan Policy No. **PRO FORMA**  
Attached to and forming a part of Owner Policy No. **2730600-227029379**

**Issued by**

*Fidelity National Title Insurance Company*

Exception No 1 and 2 are removed. Notwithstanding any provision in the policy to the contrary, unless an exception is taken in Schedule B, the policy insures against loss arising from any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title. The following matters shown on a survey made by Morgan Engineering, LLC, dated 1/11/2022, are added to Schedule B:

Fences generally do not coincide with title lines. **NOTE:** Actual loss by reasons thereof is hereby insured against as to the Mortgagee only.

Blocks encroach over the easterly title line into concrete sidewalk.

Gravel encroaches over the southerly and westerly title lines onto Lot 1.

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

SIGNED ON: 2/10/2022

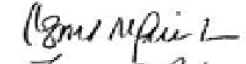
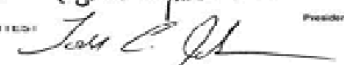
*Fidelity National Title Insurance Company*

COUNTERSIGNED:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**





By:  President  
 Secretary

*Authorized Signature*





HGPB-2040

October 26, 2023  
Via Email

Nancy Tran, Land Use Board Secretary  
Borough of Highlands Land Use Board  
42 Shore Drive  
Highlands, New Jersey 07732

*Via Email (landuse@highlandsborough.org)*

**Re: Mary Sharkey  
9 Shrewsbury Avenue  
Block 42, Lot 2  
R-2.02 Zone  
Minor Site Plan Bulk 'C' Variances  
First Engineering Review**

Dear Ms. Tran,

As requested, we have reviewed the above referenced application in accordance with the Borough of Highlands Zoning and Land Use Regulations.

The applicant submitted the following documents in support of this application:

1. Planning Board Application, dated September 6, 2023.
2. Zoning Permit Application dated August 25, 2023.
3. Survey of Property prepared by Morgan Engineering & Surveying, dated January 11, 2022, consisting of one (1) sheet.
4. Building Permit Plot Plan prepared by Morgan Engineering & Surveying, dated August 16, 2023, consisting of one (1) sheet.
5. Architectural Plan prepared by LA Ferlita Architecture Services Construction Management, dated July 28, 2023, consisting of two (2) sheets.
6. Monmouth County Deed Book 4471, Page 48 through Page 50.
7. Monmouth County Deed Book 2156, Page 48 through Page 50.

**A. Project Description**

The subject property is a pre-existing non-conforming, irregularly shaped, and undersized lot located in the R-2.02 Zone. The lot is currently vacant. The applicant is proposing to construct a single-family dwelling on the lot and is seeking relief for bulk variances. The dwelling is proposed to have three (3) stories and will consist of a ground floor (garage/storage only), first floor living space, second floor living space with two (2) bedrooms, a third-floor recreational space. A rooftop deck with an optional attached circular staircase is also proposed.



Re: Mary Sharkey  
 9 Shrewsbury Avenue  
 Block 42, Lot 2  
 R-2.02 Zone  
 Minor Site Plan w/ Bulk 'C' Variances  
 First Engineering Review

**B. Planning and Zoning**

1. The following bulk requirement summary is provided for the Board's reference. In accordance with Ordinance §21-86, existing/proposed bulk deficiencies which require bulk 'c' variances are noted as follows:

R-2.02 Zone	Required	Existing	Proposed
Min. Lot Area (sf)	4,000	1,871 or 0.04 AC	1,871 or 0.04 AC (E,V)
Min. Lot Frontage/Width (ft)	50	33.5	33.5 (E,V)
Min. Lot Depth (ft)	75	51.7	51.7 (E) <b>56.2 (c)(E,V)</b>
Min. Front Yard Setback (ft)	20 <sup>(1)</sup>	NA	10 <b>5.5 (c)(V)</b>
Min. Side Yard Setback (ft)	6/8	NA	3.2/4 <b>3.2/4.0(c)(V)</b>
Minimum Rear Yard Setback (ft)	20	NA	13.1 (V) <b>9 (c)(V)</b>
Maximum Building Height (ft)	32.5 <sup>(2)</sup>	NA	32.5 <b>28 (c)</b>
Maximum Lot Coverage	75%	2.7%	61.0%
Maximum Building Coverage	33%	NA	38.3% (V) <b>46.7% (c)(V)</b>

E= Existing Condition V= Variance Required N/A= Not Applicable c=Calculated by T&M

\*Proposed bulk requirements shown on the Plot Plan are provided in addition to values calculated (c) by this office. Note these values have been based off measurements from the provided plot plan PDF and are not exact and should be confirmed by the applicant.

- (1) Pursuant to Section 21-79.B, the prevailing setback shall be the average setback of buildings on the same block in the same zone, but not less than the average of the setbacks of the buildings on the two (2) nearest adjacent lots and in no case, less than half the required setback.
- (2) Building height measured from the grade plane, which is BFE+1', or 13' (NAVD88) to the midline of the highest roof. Bonus credit of 2.5' for parking underneath.

2. To be entitled to bulk variance relief, the applicant must provide proof to satisfy the positive and negative criteria pursuant to N.J.S.A. 40: 55D-70c for the bulk variances:
  - a. Positive Criteria. The applicant must prove either a hardship in developing the site in conformance to the zone standards due to exceptional narrowness, shallowness, or shape of the property; or due to exceptional topographic conditions or physical features uniquely affecting the property; or due to an extraordinary and exceptional situation affecting the property or its lawful existing structures. Alternatively, the applicant may satisfy the positive criteria by demonstrating that the variance relief will promote a public purpose as set forth in the Municipal Land Use Law (N.J.S.A. 40:55D-2) and thereby provide improved community planning that benefits the public and the benefits of the variance substantially outweigh any detriment.



Re: Mary Sharkey  
9 Shrewsbury Avenue  
Block 42, Lot 2  
R-2.02 Zone  
Minor Site Plan w/ Bulk 'C' Variances  
First Engineering Review

- b. Negative Criteria. The applicant must also show that the bulk variances can be granted without substantial detriment to the public good or substantially impairing the intent and purpose of the zone plan. This requires consideration of the impact of the proposed variances on surrounding properties and a determination as to whether or not the variance would cause such damage to the character of the neighborhood as to constitute a substantial detriment to the public good.
3. Pursuant to Borough Ordinance §21-98.F; *Nonconforming Lots in a Residential Zone. Any parcel of land with an area, width, or depth less than required in the zone in which such lot is located may be used as a lot for purposes permitted in the zone **without a variance, provided that it meets the requirements below.***
    1. *Pre-existing nonconforming vacant lots may be used for single-family residential purposes; and single-family or two-family uses on pre-existing nonconforming lots may be enlarged, **if the following requirements are met:***
      - (a) *The proposed use will be a new single-family dwelling or the enlargement of an existing single-or two-family use. A single-family dwelling shall not be converted to a two-family dwelling.*
      - (b) *(Reserved)*
      - (c) *There is no available vacant land abutting the lot.*
      - (d) *The lot either provides off-street parking or the proposed enlargement includes the provision of off-street parking.*
      - (e) *The building and lot coverage will not be exceeded.*
      - (f) *For lots which do not meet the lot width requirements, the side yards may be reduced in the same proportion as the reduced width bears to the required width, but in no case shall the proposed side yards be less than one-half of the required side yards.*
      - (g) *For lots which do not meet the lot depth requirement, the front and rear yards may be reduced in the same proportion as the reduced lot depth to the required lot depth, but in no case shall the proposed front yard be less than the smallest front yard allowed under § 21-79B nor the proposed rear yard be less than eighty (80%) percent of the required rear yard for the zone.*

This Ordinance section provides an opportunity for pre-existing vacant lots that do not meet the minimum area, width, or depth requirements to get certain relief without having to go to the Land Use Board for variances, but only if all requirements enumerated in items “a” through “g” are met. In this case, the building coverage requirement is being exceeded, therefore the entirety of this section does not apply, and the applicant must therefore request various bulk standard relief as noted in the chart above.

4. The applicant shall review and revise the Zone R-2.02 bulk schedule and the building/impervious coverage tables to be consistent. Additionally, as the requirements of Borough Ordinance §21-98.F are not met, the reductions in yard requirements pursuant to this ordinance section are not applicable and the bulk schedule requirements shall be revised accordingly.





Re: **Mary Sharkey**  
**9 Shrewsbury Avenue**  
**Block 42, Lot 2**  
**R-2.02 Zone**  
**Minor Site Plan w/ Bulk 'C' Variances**  
**First Engineering Review**

5. The Borough's minimum side yard setback requirements for the R-2.02 zone pursuant to Schedule I – Bulk & Area Requirements (6ft/8ft) are minimum yard requirements for each side yard, not minimum and combined yard requirements. The zoning chart on the plans shall be revised accordingly.
6. Pursuant to Borough Ordinance §21-65.27 and the Borough's definitions of "Porch" and "Deck", the first and second floor 'decks' are considered 'porches' as they are covered by the decks/porches above. The portions of these porches which are covered by structures above are to be considered as part of the building in determination of yard size and coverage requirements. Based off our measurements of the plot plan including these areas, the building coverage would be 874 SF, the rear yard setback would be 9 FT, and the front yard setback would be 5.5 FT. The applicant shall revise the plans to confirm the proposed yard size and coverage.
7. The applicant shall provide supporting information for the neighboring structures to confirm the prevailing front yard setback pursuant to Ordinance §21-79B.
8. As this is an irregularly shaped lot, Lot Depth definitions pursuant to Borough Ordinance §21-8 cannot be strictly applied. The applicant shall provide clarification as to how the Lot Depth was determined for this property. It is of this office's opinion that Lot Depth should be considered as the distance from the midpoint of the front property line to the midpoint of the rear property line, or 56.3 FT. The applicant shall revise the plans to confirm lot depth.
9. The building heights shown on the plot plan and on the architectural plan are not consistent when measured from the flood grade plane (Elevation 13) to the roof. Based upon the plot plan, a maximum building height of 32.5 FT is proposed. Based upon the architectural plan, a building height of 28 FT is proposed. The applicant shall revise the plans to clarify.

**C. Additional Comments**

1. The proposed structure is located within the AE-12 Flood Zone, and within the Limit of Moderate Wave Action (LiMWA). The architectural plans should be revised to include piling or column foundations and breakaway walls in compliance with V zone construction requirements. FEMA notes on sheet 2 of the architectural plans shall be revised to be specific to this project.
2. The RSIS requires two 9 FT x 18 FT parking spaces for the proposed 2-bedroom dwelling. The applicant proposes a garage under the dwelling which provides for two 8.5 FT wide spaces. Therefore, a design waiver will be required.
3. The applicant shall provide side elevation views of the proposed dwelling.
4. The applicant shall indicate downspout locations.
5. As per Ordinance 21-65.5C(1), the maximum dimensions for a residential driveway are 18 ft. maximum at curb, and 22 ft. maximum at interior. It appears the driveway is proposed along the entire width of lot. The proposed driveway limits shall be clarified on the plot plan. Additionally,



**Re: Mary Sharkey  
9 Shrewsbury Avenue  
Block 42, Lot 2  
R-2.02 Zone  
Minor Site Plan w/ Bulk 'C' Variances  
First Engineering Review**

the proposed limits of concrete curb, gutter, and apron modifications shall be shown. Construction details for the same shall be provided.

6. Proposed utility locations shall be included on the plot plan. Utility meter location and elevation shall be shown as well. Please note, that due to the lot grade and base flood elevation, utility platforms may be required, which could require additional variance relief. Construction details for trench repair of the roadway as necessitated by proposed utilities shall be provided.
7. If approved by the Board, the applicant shall be required to obtain any and all outside agency and department approvals, including but not limited to:
  - a. Construction Department
  - b. Floodplain Official
  - c. NJDEP
  - d. Any other agency or department having jurisdiction.
8. The Board may require any additional information which is reasonably necessary to ascertain compliance with the provisions of this chapter.

Should you have any questions or require any additional information, please call.

Very truly yours,

T&M ASSOCIATES

---

EDWARD W. HERRMAN, P.E., P.P., C.M.E., C.F.M.  
LAND USE BOARD ENGINEER

cc: Michael Muscillo, Borough Administrator (mmuscillo@highlandsborough.org)  
Ron Cucchiaro, Esq., Land Use Board Attorney (RCucchiaro@weiner.law)  
Erin Uriarte, Zoning Officer (euriarte@middletownnj.org)  
Rob Knox, Land Use Board Chairman (rknox@highlandsborough.org)  
Annemarie Tierney, Land Use Board Vice Chairwoman (annemarie@liquidadvisors.com)  
Lucas Stroud, Applicant's Engineer (lucas@morganengineerllc.com)  
Salvatore La Ferlita, R.A., Applicant's Architect (sallaferlita@aol.com)  
Mary Sharkey, Applicant (msharkey.mbsn@gmail.com)



**Re: Mary Sharkey  
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Google Streetview Image, Photography dated September, 2019