

DELL'ITALIA & SANTOLA

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** *Of Counsel*

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REPLY TO ORANGE, NJ

September 9, 2024

VIA HAND DELIVERY

Diana Chandler
Planning & Development
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

***RE: Variance Application for 31 & 29 Bradford Avenue
Block: 55.06 Lot: 1.01 & 2.01***

Dear Ms. Chandler:

Enclosed please find six (6) of the following:

1. Variance Application
2. Resolution Dated August 15, 2024
3. Proposal
4. Reason for Relief
5. Area Map
6. City of West Orange Property List
7. Survey
8. Set of Photos before and after the retaining wall
9. Description of Easement
10. Verification of Taxes Paid on 31 & 29 Bradford
11. Engineer's Letter
12. Photos of Water Drainage
13. Signed and Sealed Plans

If you have any questions, please do not hesitate to contact my office.

Very truly yours,

DELL'ITALIA & SANTOLA
BY: JOHN P. DELL'ITALIA, ESQ.

JPD/ap
Enclosures

TOWNSHIP OF WEST ORANGE APPLICATION FORM FOR THE PLANNING BOARD OR ZONING BOARD OF ADJUSTMENT

A. APPLICANT INFORMATION

Full Legal Name: DeOliveira, Jose & Newman, Joel

Mailing Address: 31 & 29 Bradford Ave West Orange NJ 07052
(Last) (First) (Street) (City) (State) (Zip)

Telephone Number: (973) 223-6690 Email: jmoliveira@hotmail.com

Is the Applicant an: ☒ Individual, ☐ Corporation, ☐ Partnership, ☐ Other _____

If the Applicant is a corporation or partnership, a list of the names and addresses of persons having a 10% interest or more in the corporation or partnership must be attached.

Relationship of the applicant to the property: ☒ Owner, ☐ Tenant or Lessee, ☐ Purchaser under contract
(with consent of owner, ☐ Other (please specify) _____)

If the applicant is not the owner of the property in question, the applicant must submit an affidavit with the owner(s) authorization to proceed with this process.

B. PROPERTY OWNER INFORMATION

☒ Check here if same as applicant. If the owner is not the applicant, please complete the following:

Owner's Name: _____

Address: _____

Telephone Number: (____) _____ Email: _____

C. PROPERTY INFORMATION

Street Address: 31 & 29 Bradford Ave

Block Number(s): 55.06; Lot Number(s): 1.01 & 2.01

Tax Plate: _____; Zone of Property: R-5

The location of the property is approximately _____ feet from the intersection of _____
Northfield Avenue and 31 Bradford Avenue (closest intersection.)

Has there been any previous Zoning Board of Adjustment or Planning Board hearings involving this property?

☒ Yes, Date(s): August 15, 2024; ☐ No

If yes, please attach copies of the written decisions adopted by the Board to each application.

Please attach a list of all contiguous or adjacent property owned by the applicant or owner. ☒ None

Is this property listed in "The Historic Sites Survey" prepared by Robert Guter 7/9/1992 ☐ Yes ☒ No

D. TYPE OF APPLICATION

Indicate the type of application being submitted, check all boxes that apply. Note that more than one variance may be necessary, please indicate the number of each type needed:

- 1) ☐ Interpretation of ordinance or map.
- 2) ☐ Appeal of action of Zoning Officer.
- 3) ☒ Variance "C1" Reason: ☐ shape of property; ☐ physical features; ☒ exceptional situation.
- 4) ☐ Variance "C2".
- 5) ☐ Variance "D".
- 6) ☐ Subdivision without variances: ☐ major; ☐ minor; ☐ preliminary; ☐ final; ☐ preliminary and final.
- 7) ☐ Subdivision with variances: ☒ major; ☐ minor; ☐ preliminary; ☐ final; ☐ preliminary and final.
- 8) ☐ Site Plan: ☐ preliminary; ☐ final; ☐ preliminary and final; ☐ with variances; ☐ without variances.
- 9) ☐ Amended Site Plan.
- 10) ☐ Conditional Use.
- 11) ☐ Conceptual.
- 12) ☐ Home Professional Office.
- 13) ☐ Home Occupation.
- 14) ☐ Soil Removal Permit.

Please list the specific Sections of the Ordinance for which a variance is sought. If additional space is required, please attach a list.

Section: 25-8.4-B; Proposed: _____; Description: _____
Section: _____; Proposed: _____; Description: _____
Section: _____; Proposed: _____; Description: _____
Section: _____; Proposed: _____; Description: _____

E. DESCRIPTION OF PROPERTY

Existing Use of the Property

Briefly describe the major elements of your proposal: (a more detailed description is required in Section G.)
Allow the existing of the Retaining Wall that has already been constructed.

The property is 10,995.93 (square feet); .25 (acres)

Impervious Surface Coverage: Present: _____; Proposed: _____

Building Coverage: Present: _____; Proposed: _____

Is the property located:

Within 200 feet of another municipality?	☐ Yes	☒ No
Adjacent to an existing or proposed county road?	☒ Yes	☐ No
Adjacent to other county land?	☐ Yes	☒ No
Adjacent to a state highway?	☐ Yes	☒ No

F. EXPERTS

The following information is respectfully requested to enable the Board to facilitate the processing of this application:

APPLICANT'S ATTORNEY: John P. Dell'Italia, Esq.

Telephone Number: (973) 672-8000 Email: johnpdell@aol.com

Address: 18 Tony Galento Plaza, Orange, NJ 07050

APPLICANT'S ENGINEER: Mizra Baig, PE

Telephone Number: (201) 736-7546 Email: ksiengineering@gmail.com

Address: 80 Broadman Parkway, Jersey City, NJ 07305

APPLICANT'S ARCHITECT: _____

Telephone Number: () _____ Email: _____

Address: _____

APPLICANT'S PLANNER: _____

Telephone Number: () _____ Email: _____

Address: _____

OTHER EXPERT(S): _____

Telephone Number: () _____ Email: _____

Address: _____

If necessary, please list any additional experts below, including address, telephone number and email address.

G. REQUIREMENTS FOR VARIANCES

- 4A) Please attach a written statement labeled "PROPOSAL", describe the major elements of your proposal, and describe in detail the physical and use changes proposed.
- 4B) Please attach a written statement labeled "REASONS FOR RELIEF", which fully answers 4C-1, 4C-2 or 4D (Special Reasons) AND part 4E (Negative Criteria).
- 4C-1) (*For C1 variances only*) The strict application of the provisions of the Zoning Ordinance would result in the peculiar and exceptional practical difficulties or exceptional undue hardship under *N.J.S.A. 40:55D-70c(1)*. List in detail wherein this case conforms to this requirement, including, if applicable, reference to the exceptional narrowness, shallowness, or shape of the property, or the exceptional topographical conditions affecting the property which applicant contends warrants the granting of the variance.
- 4C-2) (*For C2 variances only*) State how the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation would substantially outweigh any detriment according to *N.J.S.A 40:55D-70c(2)*. Please list all benefits of the deviation to the Township and any adverse effects. State how the benefits of the deviation would substantially outweigh any detriment to the Township.
- 4D) (*For D variances only*) State the special reasons under *N.J.S.A 40:55D-70d* affecting this property.
- 4E) The granting of this variance will not be substantially detrimental to the public good and will not substantially impair the intent of the zone plan and zoning ordinance. List in detail the reasons, among others, why the variance can be granted without being materially detrimental to the welfare of the community or injurious to the property or improvements of others in the neighborhood and zone.

H. PLAT SUBMISSION

- 4F) Please list all maps and other exhibits accompanying this application. Attach an additional sheet if necessary.

ITEM	SIGNED BY	DATE/REVISION
Elevation Maps (3)	Mizra Baig, PE	8/14/23
Survey	Daniel Parker	4/19/23
Photos of before and after retaining wall		
Photos of Water Drainage		
Description of Easement		4/12/24
Executed Easement		

I. NOTICE

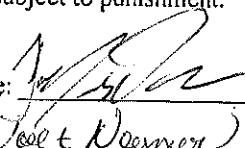
Applicant is responsible to publish and serve notice of this application in accordance with Zoning Board of Adjustment/Planning Board requirements; however, notice may not be served until this application is certified as complete and the administrative officer has assigned the applicant a public hearing date.

J. VERIFICATION AND AUTHORIZATION

SIGNATURE IS REQUIRED FOR ALL OF THE FOLLOWING:

APPLICANT'S VERIFICATION

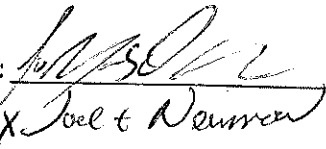
I hereby certify that the above statements made by me and the information contained in the papers submitted in connection with this application are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Applicant's Signature: 

Date: 7/26/2024

CONTINUANCE

Should the Planning Board/Zoning Board of Adjustment have a full and heavy agenda, or discussion and meeting regarding this application requiring carrying the matter past the statue time limit, the applicant grants permission for such an extension.

Applicant's Signature: 

Date: 7/26/2024

OWNER'S AUTHORIZATION - MUST BE SIGNED

I hereby certify that I reside at 31 & 29 Bradford Avenue
in the County of Essex and the State of New Jersey;
and that I am the owner of all that certain lot, piece or parcel of land known as Block(s) 55.06;
Lot(s) 1.01 & 2.01 on the Tax Map of Orange which property is the subject of the above
application, and that said application is hereby authorized by me. Furthermore, I authorize inspection of the site
which is the subject of this application.

Owner's Signature: 

Date: 7/26/2024

THIS APPLICATION DOES NOT RELIEVE THE APPLICANT FROM COMPLYING WITH OTHER TOWNSHIP ORDINANCES SUCH AS THE TREE REMOVAL ORDINANCE AND OBTAINING THE NECESSARY APPROVALS AND PERMITS UNDER SUCH ORDINANCES.

**ZONING BOARD OF ADJUSTMENT
TOWNSHIP OF WEST ORANGE**

JOSE DE OLIVEIRA

Block 55.06, Lot 1.01

31 Bradford Avenue

Case No. ZB-23-11

Resolution No. _____

**RESOLUTION MEMORIALIZING
DISMISSAL OF APPLICATION WITHOUT PREJUDICE**

WHEREAS, on November 18, 2023 **JOSE DE OLIVEIRA** (the "Applicant"), made an application to the Zoning Board of Adjustment of the Township of West Orange (the "Board") for relief under N.J.S.A. 40:55D-70(c) and to permit new retaining walls in excess of 6 ft. on the property identified on the Official Tax Map of the Township of West Orange (the "Township") as Lot 1.01 within Block 55.06, more commonly known as 31 Bradford Avenue, West Orange (the "Property"); and

WHEREAS, the application has been adjourned numerous times over the past year; and

WHEREAS, Section 5.02 of the 2024 Rules of the Board provides the Board with authority to dismiss applications for failure to prosecute said application; and

WHEREAS, the application before the Board meets the standards for Section 5.02 dismissal without prejudice.

NOW, THEREFORE, BE IT RESOLVED, that the application of **JOSE DE OLIVEIRA** is hereby dismissed without prejudice, subject to the following condition:

The Applicants shall post sufficient funds with the Township to satisfy any deficiency in the Applicant's escrow account. Any remaining escrow balance shall be returned to the Applicant within 30 days of the adoption and memorialization of this resolution.

ROLL CALL VOTE:

Adoption and Memorialization of Resolution Date: <u>August 15</u> , 2024						
Member	Motion	2nd	Aye	Nay	Abstain	Absent
Neuer	x		x			
Schwarzbaum						
Barbee			y			
Eben			x			
Ricci			x			
Scott			x			
Weiss			y			
Dannemiller						-
Scalora						
Sussman		x				

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of the Township of West Orange at its meeting of August 15, 2024.

Diana Lyn Chandler

Diana Chandler-Zimmermann, Secretary
ZONING BOARD OF ADJUSTMENT
OF THE TOWNSHIP OF WEST ORANGE,
COUNTY OF ESSEX,
STATE OF NEW JERSEY

Dated: August 15, 2024

JOSE M DE OLIVEIRA

31 BRADFORD AVE,

WEST ORANGE, NJ 07052

BLOCK: 55.06 LOT: 1.01

PROPOSAL

This variance proposal outlines the need for and benefits of replacing an existing failed railroad retaining wall with a new gravity blocks retaining wall exceeding the standard height limitation of 6 feet on a property characterized by significant sloppiness and to construct a fence around said wall to provide safety for residents, especially my daughter and son, whom are 5 and 3 years old. The purpose of the new retaining wall is to effectively manage soil erosion, stabilize the terrain, and safeguard the property and surrounding areas from potential damage caused by erosion and runoff. The proposed retaining wall aims to enhance safety, protect the environment, and maintain the integrity of the landscape in accordance with local zoning regulations and building codes. A wooden fence is also requested to be placed around the rear and side (see sketch for more details) of the new retaining walls.

The proposed retaining wall in the rear starts at only 2' in height and it gradually increases towards the corner where it peaks at approximately 9'3". The wall on the side is a two-tiered retaining wall system. The first one adjacent to the property line, has a peak height of 6'. The second wall is pushed back 4 feet and has a height of 5' in average. The wall alongside the property line was needed in order to stop soil erosion. The existing railroad timber retaining wall was built on the hill. This was probably done by the original builder to avoid going through the variance process. However, this caused soil erosion from the bottom of the railroad retaining wall. Therefore, causing it to fail overtime.

The primary purpose of the proposed retaining wall is to prevent soil erosion and land subsidence resulting from the lot's steep gradient. By constructing a retaining wall of increased height, the development aims to retain the soil effectively, preventing it from washing away during heavy rainfall or water drainage. Furthermore, the wall will create level terraces, enabling safer land use and minimizing any risk of structural instability.

The design of the proposed retaining wall (DESIGN TO BE PROVIDED) will be carried out by certified a engineer experienced in land development and slope stabilization. The wall's design will take into account various factors, such as the slope's degree, soil type, and water drainage patterns, ensuring the wall's integrity and effectiveness in preventing soil erosion.

The variance proposal seeks approval from the relevant local authorities to exceed the standard 6-foot height limitation for retaining walls. The proposal complies with all other zoning regulations, building codes, and environmental guidelines, emphasizing the necessity of the increased height to address the lot's steep slope effectively.

JOSE M DE OLIVEIRA
31 BRADFORD AVE,
WEST ORANGE, NJ 07052
BLOCK: 55.06 LOT: 1.01

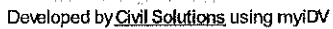
REASON FOR RELIEF

The subject property is situated on a high pitched sloping terrain, which poses considerable challenges in terms of erosion control and land stability. The excessive slope height necessitates a retaining wall that exceeds the standard height limitation of 6 feet to adequately address the unique site conditions and mitigate potential hazards and safety. The backyard is unsafe to use without the replacement of the existing failed railroad timber retaining wall. Soil erosion keeps getting worse. In order to maximize the terrain, use and soil erosion control, I hereby request such a variance. The wooden fence will provide privacy for the subject property and neighbors. The wooden fence also works as a noise barrier from the high traffic on Northfield Avenue. Therefore, my neighbors and I could benefit from the fence.

Without the approval of this variance, the back and side yards are unusable due to the steepness of the subject property's lot.

The proposed wall and fence will not be substantially detrimental to the public good and it will not substantially impair the intent of the zone plan and zoning ordinance. The retaining wall will create usable space, prevent soil erosion, while the fence will provide safety, privacy, and work as a noise barrier. The natural looks of the gravity retaining wall blocks will blend in with the environment as well as the wooden fence. Therefore, not causing it to be an eyesore for the community.

In conclusion, this variance proposal aims to construct a retaining wall exceeding 6 feet in height to manage the challenges posed by the sloppiness of the lot effectively. By addressing erosion, soil stability, and safety concerns, the proposed retaining wall will be an essential addition to the property while adhering to all relevant regulations.



Buffer Report

THE TOWNSHIP OF WEST ORANGE
Office of the Assessor
66 Main Street
West Orange, New Jersey 07052
Telephone: (973) 325-4060
Facsimile: (973) 669-4859

Highlighted feature(s)

Parcel Limits (2)

Municipality	Block	Lot	Qualifier	Parcel Address	Owner Name	Owner Street	Owner CityState	Owner Zip	Property Mailing
West Orange Township	55.06	1.01		31 BRADFORD AVENUE	DE OLIVEIRA, JOSE M & JENNIFER	31 BRADFORD AVE	WEST ORANGE, NJ	07052	31 Bradford Avenue, West Orange, NJ, 07052
West Orange Township	55.06	2.01		29 BRADFORD AVENUE	NEWMAN, JOEL THOMAS & ASHLEY	29 BRADFORD AVE	WEST ORANGE, NJ	07052	29 Bradford Avenue, West Orange, NJ, 07052

§

List of adjoining feature(s) that intersect 200 foot buffer from Parcel Limits.

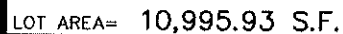
Adjoining Properties (28)

Municipality	Block	Lot	Qualifier	Parcel Address	Owner Name	Owner Street	Owner CityState	Owner Zip	Property Mailing
West Orange Township	55.05	1		2 UNDERCLIFF TERRACE	ANGELONE, ANTHONY & EDIE ANN	2 UNDERCLIFF TERRACE	WEST ORANGE, NEW JERSEY	07052	2 Undercliff Terrace, West Orange, NJ, 07052
West Orange Township	55.05	2		4 UNDERCLIFF TERRACE	DEY, SHYAMAU & MUKHERJEE, JOY	4 UNDERCLIFF TERRACE	WEST ORANGE, NJ	07052	4 Undercliff Terrace, West Orange, NJ, 07052
West Orange Township	55.05	25		3 COLLAMORE TERRACE	BAUKNIGHT, PHILLIP	3 COLLAMORE TERRACE	WEST ORANGE, NJ	07052	3 Collamore Terrace, West Orange, NJ, 07052
West Orange Township	55.05	26		1 COLLAMORE TERRACE	GUARIGLIA, LISA ELENA	1 COLLAMORE TERRACE	WEST ORANGE, NJ	07052	1 Collamore Terrace, West Orange, NJ, 07052
West Orange Township	55.06	1		30 GRAND VIEW AVENUE	DARIO, GEMMA M	30 GRANDVIEW AVENUE	WEST ORANGE, N.J.	07052	30 Grand View Avenue, West Orange, NJ, 07052
West Orange Township	55.06	1.01		31 BRADFORD AVENUE	DE OLIVEIRA, JOSE M & JENNIFER	31 BRADFORD AVE	WEST ORANGE, NJ	07052	31 Bradford Avenue, West Orange, NJ, 07052
West Orange Township	55.06	2		28 GRAND VIEW AVENUE	NTIM-ADDAE, EDWARD	28 GRANDVIEW AVENUE	WEST ORANGE, N. J.	07052	28 Grand View Avenue, West Orange, NJ, 07052

Municipality	Block	Lot	Qualifier	Parcel Address	Owner Name	Owner Street	Owner CityState	Owner Zip	Property Mailing
West Orange Township	55.06	2.01		29 BRADFORD AVENUE	NEWMAN, JOEL THOMAS & ASHLEY	29 BRADFORD AVE	WEST ORANGE, NJ	07052	29 Bradford Avenue, West Orange, NJ, 07052
West Orange Township	55.06	3		26 GRAND VIEW AVENUE	SIX, MATTHEW G & STEPHANIE MCLEAVER	26 GRANDVIEW AVENUE	WEST ORANGE, NJ	07052	26 Grand View Avenue, West Orange, NJ, 07052
West Orange Township	55.06	3.01		27 BRADFORD AVENUE	IUSO, ANGELA A	27 BRADFORD AVE	WEST ORANGE, NJ	07052	27 Bradford Avenue, West Orange, NJ, 07052
West Orange Township	55.06	4		24 GRAND VIEW AVENUE	BAYNES, NOLAN M. & LESLIE MITCHELL	24 GRANDVIEW AVE	WEST ORANGE, NJ	07052	24 Grand View Avenue, West Orange, NJ, 07052
West Orange Township	55.06	4.01		25 BRADFORD AVENUE	DILLARD, ENID & JEAN PIERRE	25 BRADFORD AVENUE	WEST ORANGE, NJ	07052	25 Bradford Avenue, West Orange, NJ, 07052
West Orange Township	55.06	5		22 GRAND VIEW AVENUE	GILES, ASIA	22 GRAND VIEW AVE.	WEST ORANGE, NJ	07052	22 Grand View Avenue, West Orange, NJ, 07052
West Orange Township	55.06	5.01		23 BRADFORD AVENUE	GIBSON, CHANDA S	23 BRADFORD AVE	WEST ORANGE, NJ	07052	23 Bradford Avenue, West Orange, NJ, 07052
West Orange Township	55.08	5		312 NORTHFIELD AVENUE	MBUH, MARGARET N	312 NORTHFIELD AVE	WEST ORANGE, NJ	07052	312 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	55.08	7		300 NORTHFIELD AVENUE	BELLOMO, ERIC J. & JANE D.	28 BRADFORD AVE	WEST ORANGE, NEW JERSEY	07052	300 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	55.08	8		1 UNDERCLIFF TERRACE	HEFFERNAN, DANIELLE & GAPIN, AMELIA	1 UNDERCLIFF TER	WEST ORANGE, NJ	07052	1 Undercliff Terrace, West Orange, NJ, 07052
West Orange Township	55.08	9		3 UNDERCLIFF TERRACE	GOBETZ, WALLACE J. & LIOW, LUCY	3 UNDERCLIFF TER	WEST ORANGE, NJ	07052	3 Undercliff Terrace, West Orange, NJ, 07052
West Orange Township	57.02	1		292 NORTHFIELD AVENUE	AKINTOBI, PAULINE WALKS	292 NORTHFIELD AVE	WEST ORANGE, NJ	07052	292 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	57.02	23		23 BEAUMONT TERRACE	MARSHALL, DEAN E & LESLIE A	23 BEAUMONT TER	WEST ORANGE, NJ	07052	23 Beaumont Terrace, West Orange, NJ, 07052

Municipality	Block	Lot	Qualifier	Parcel Address	Owner Name	Owner Street	Owner CityState	Owner Zip	Property Mailing
West Orange Township	81.01	2		307 NORTHFIELD AVENUE	GUASTONI, CHRISTIAN & MARIA GUBERNA	307 NORTHFIELD AVE	WEST ORANGE, NJ	07052	307 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	3		305 NORTHFIELD AVENUE	SIGUENZA, ROMAN & MIDDLETON, JENNIFER	305 NORTHFIELD AVE	WEST ORANGE, NJ	07052	305 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	4		303 NORTHFIELD AVENUE	NATIVIDAD, VIC E. & DONNAH FETAN	303 NORTHFIELD AVE	WEST ORNAGE, NJ	07052	303 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	5		301 NORTHFIELD AVENUE	EMMA, LETA J+UIBELHOER, LUCIA D	301 NORTHFIELD AVENUE	WEST ORANGE, NJ	07052	301 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	6		297 NORTHFIELD AVENUE	GARCIA, TEODULO & MIRCA	297 NORTHFIELD AVE	WEST ORANGE NJ	07052	297 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	7		295 NORTHFIELD AVENUE	TIMBERLAKE, PHILIP WAYNE	295 NORTHFIELD AVENUE	WEST ORANGE, NJ	07052	295 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	8		293 NORTHFIELD AVENUE	ALVAREZ, ROBERT & SUSANA	293 NORTHFIELD AVE	WEST ORANGE, NJ	07079	293 Northfield Avenue, West Orange, NJ, 07052
West Orange Township	81.01	9		289 NORTHFIELD AVENUE	289 NORTHFIELD AVE, LLC	574 NEWARK AVENUE	JERSEY CITY, NJ	07306	289 Northfield Avenue, West Orange, NJ, 07052

TOWNSHIP OF WEST ORANGE ESSEX COUNTY, NEW JERSEY
TAX MAP LOT 1.01 BLOCK 55.06



A WRITTEN WAIVER AND DIRECTION NOT TO SET CORNER MARKERS HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO N.J.A.C. 13:40-5.1(d)

SURVEY OF PROPERTY SITUATED IN TOWNSHIP OF WEST ORANGE

THIS SURVEY IS CERTIFIED TO

ENGINEERING & SURVEYING P.C.
370 EAST MAIN STREET, SOMERVILLE, N.J. 08876
(908) 725 - 4400 - FAX (908) 722 - 4401

DANIEL E. PARKER
NEW JERSEY LAND SURVEYOR NO.35866

DATE _____

4/19/23

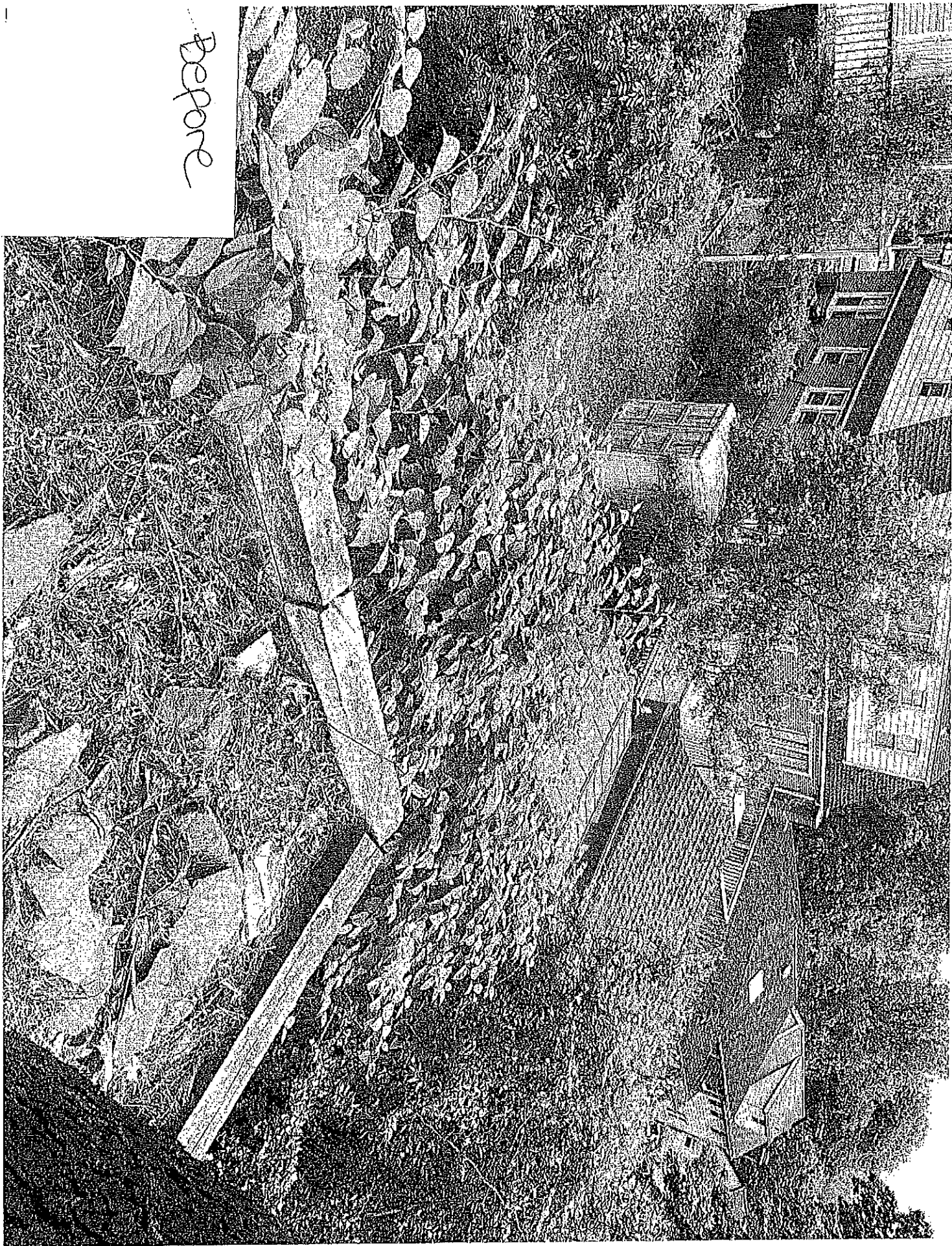
SCALE

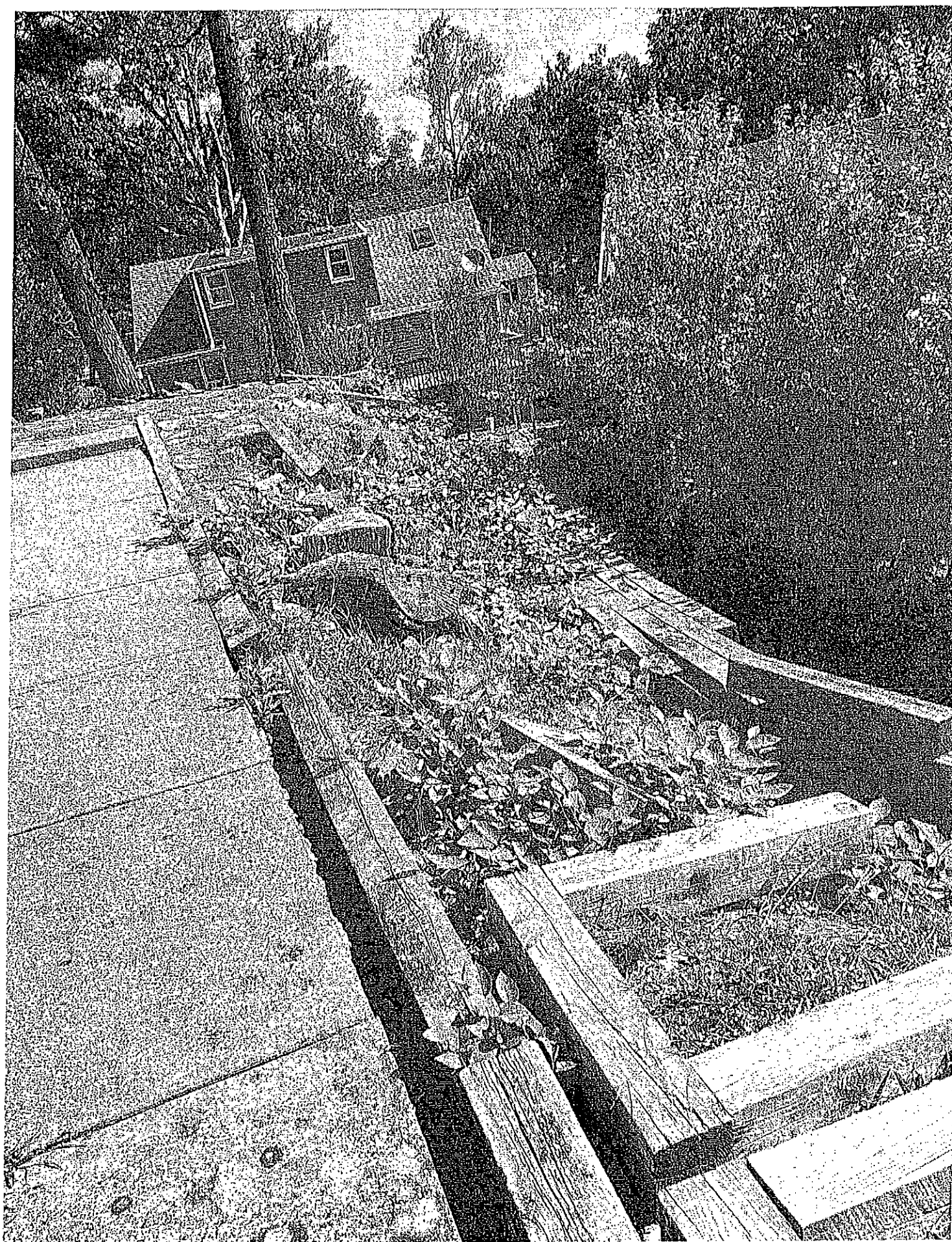
$$1'' = 20'$$

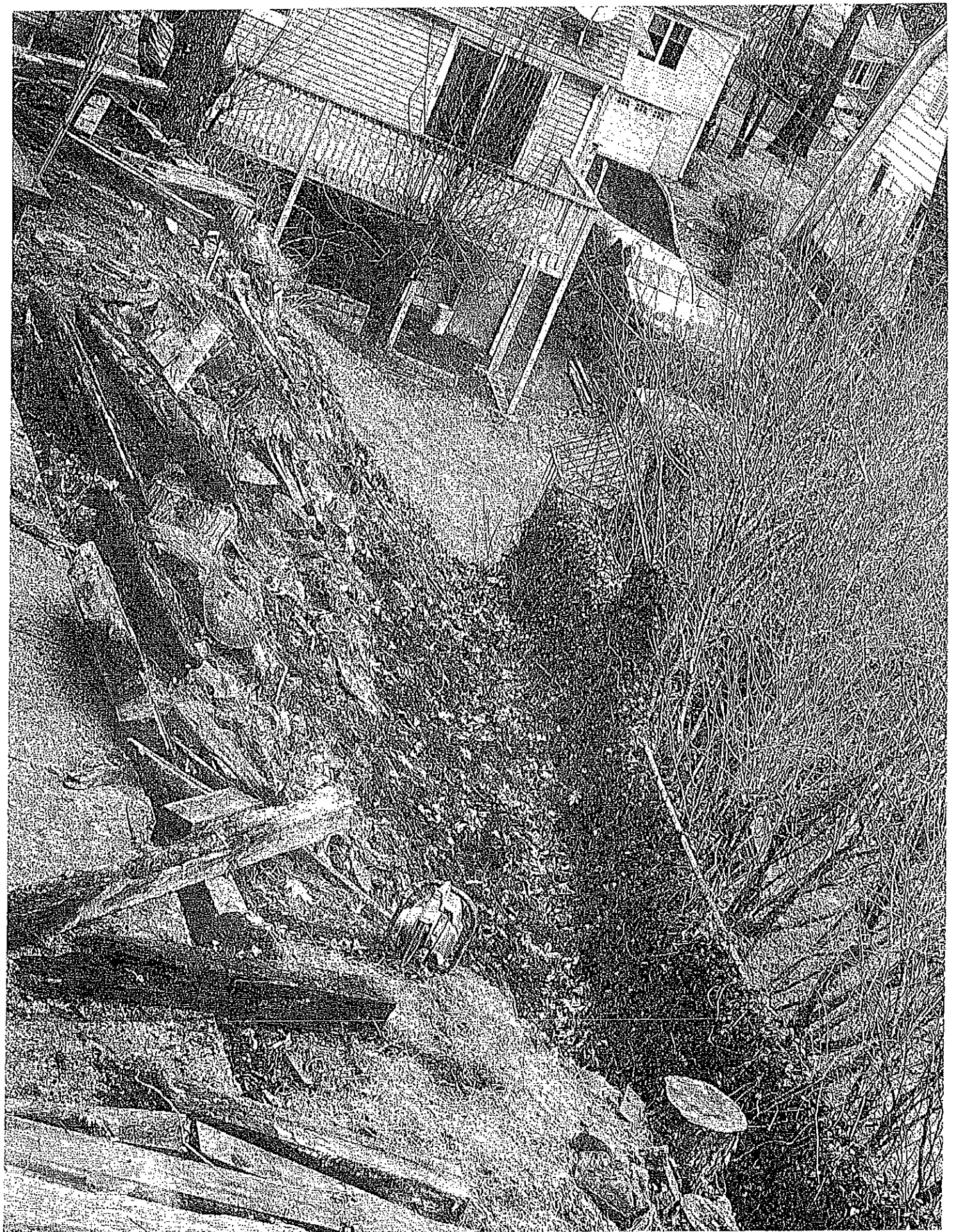
FILE

15594

Before

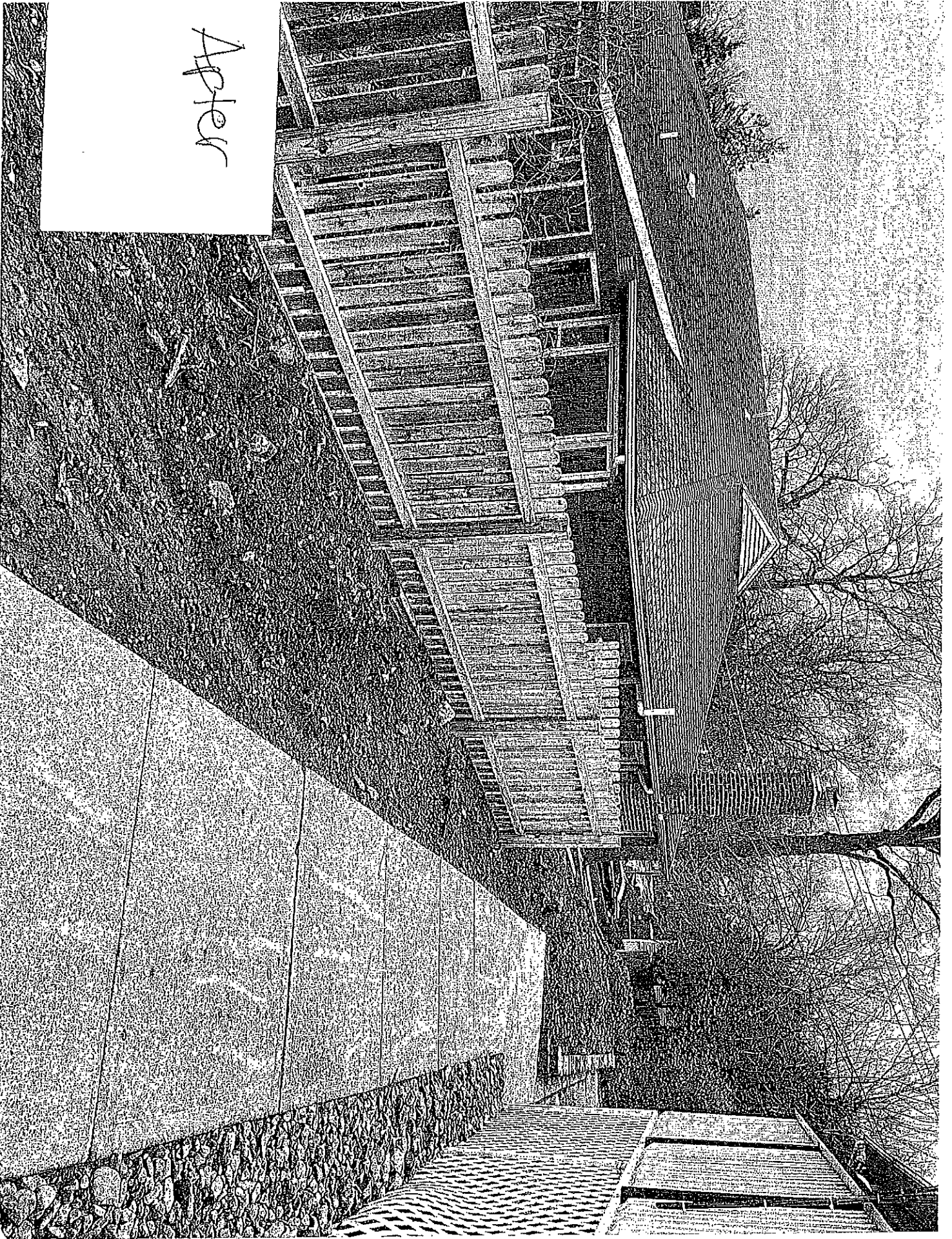


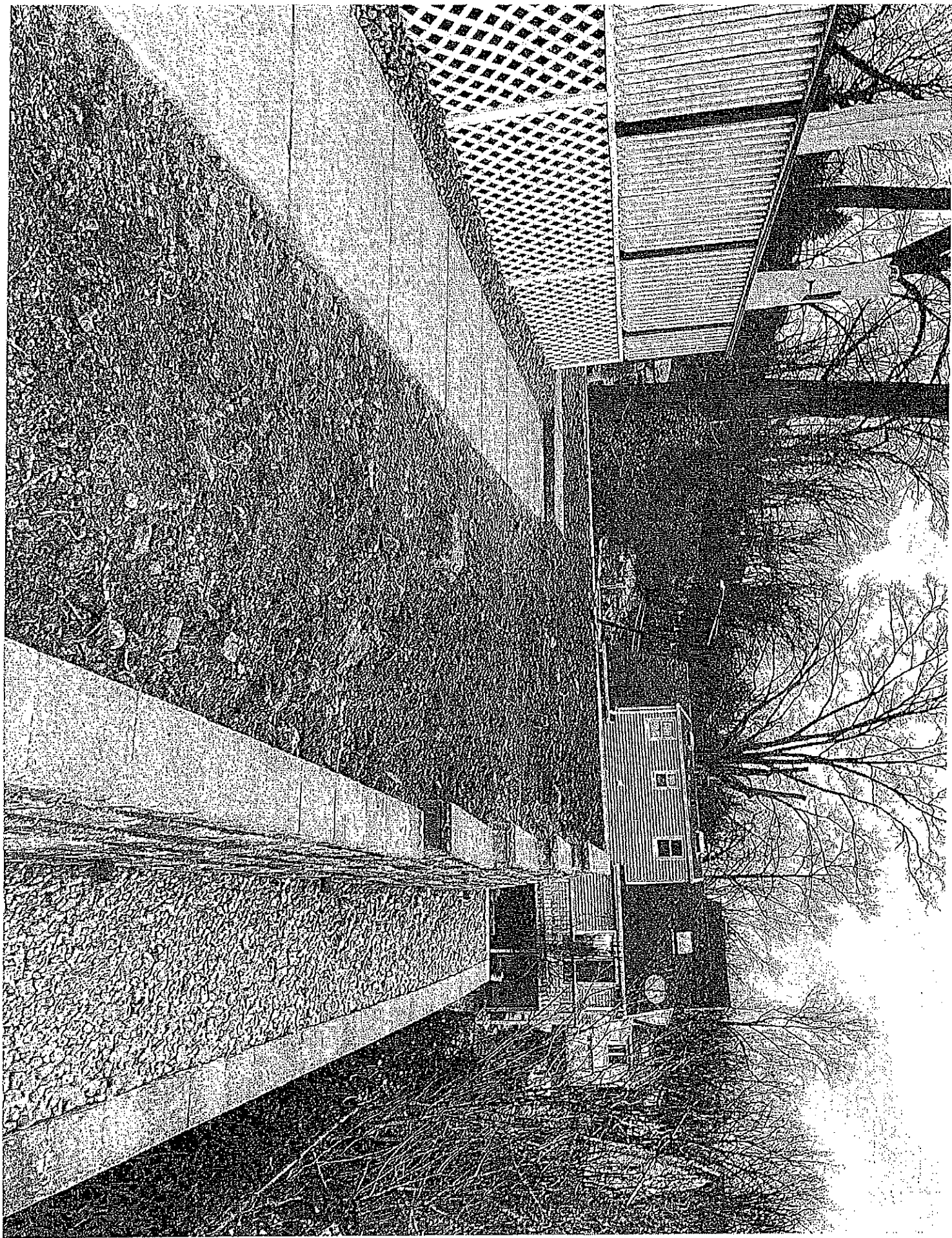




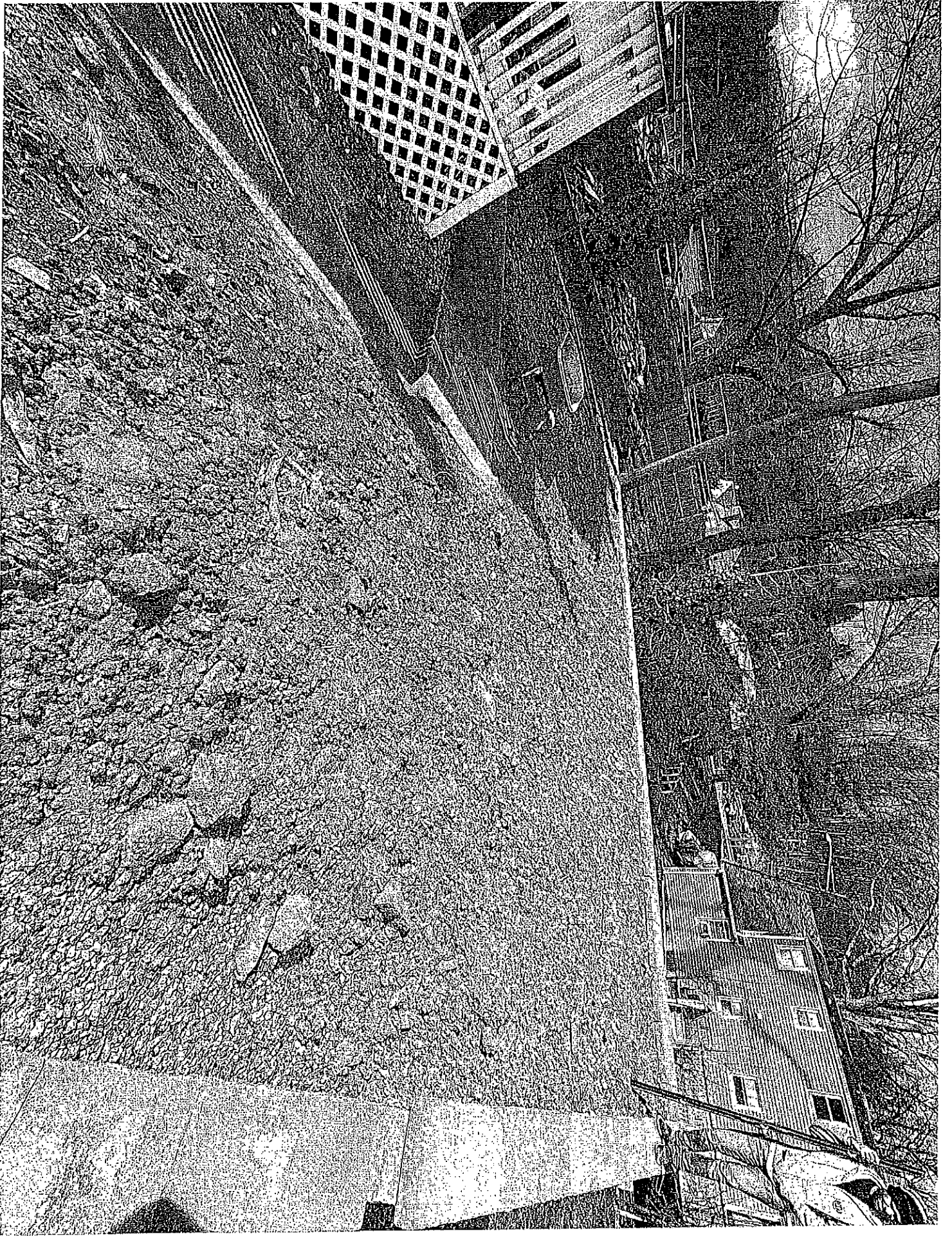


After













370 EAST MAIN STREET, SOMERVILLE, N.J. 08876
(908) 725 - 4400 - FAX (908) 722 - 4401

**1.50 FOOT EASEMENT ON TAX LOT 2.01 BLOCK 55.06 TO
BENEFIT TAX LOT 1.01 BLOCK 55.06**

BEGINNING at a point on the northeasterly side line of Bradford Avenue, said point being on the dividing line between Tax Lots 1.01 & 2.01, Block 55.06,

Thence (1) along said dividing line, North 37 degrees 17 minutes East 125.00 feet to a point;

Thence (2) South 52 degrees 43 minutes East 1.50 feet to a point;

Thence (3) South 37 degrees 17 minutes West 125.00 feet to a point on the northeasterly side line of Bradford Avenue;

Thence (4) along said side line, North 52 degrees 43 minutes West 1.50 feet to the point and place of BEGINNING.


Daniel E Parker, Professional Land Surveyor #35866


Date

RETAINING WALL EASEMENT

THIS AGREEMENT, made this 1st day of June, 2024; between Joel Thomas Newman and Ashley Newman, 29 Bradford Avenue, West Orange, New Jersey; Block 55/06 Lot 02/01; hereinafter referred to as "Grantor" and the Jose Marcos DeOliveira and Jennifer DeOliveira owners of 31 Bradford Avenue, West Orange, New Jersey; Block 55/06 Lot 01/01 hereinafter referred to as "Grantee"

WHEREAS, Grantor owns a fee simple interest in property located within the Township of West Orange and legally described as:

[Lot 02/01 Block 55/06 filed with the Essex County Recorder's Office] being 29 Bradford Avenue, West Orange, New Jersey ("Grantor Parcel") partially shown on the survey attached hereto as Exhibit "A" and by this reference made a part hereof, (hereinafter the "Survey"); and

WHEREAS, Grantee owns a fee simple interest in property located within the Township of West Orange described as:

[Lot 01/01, Block 5506 filed with the Essex County Recorder's Office] being 31 Bradford Avenue, West Orange, New Jersey 07052 more particularly described on Exhibit A ("Grantee Parcel"); and

WHEREAS, Grantee has constructed a retaining wall (the "Retaining Wall") which encroaches onto the Grantor Parcel approximately one and one half (1.5) feet as depicted in yellow highlight on Exhibit "A" and as set forth on the Easement Description attached hereto as Exhibit "B" and by this reference made a part hereof (hereinafter the "Easement Area") .

NOW, THEREFORE, the Parties hereby declare that the Grantor Parcel and the Grantee Parcel shall be held, subject to the following easement, covenants and conditions which shall run with the land and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. Further, in consideration of the premises, the promises and covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Party" shall mean and refer to Grantor and/or Grantee and "Parties" shall mean and refer to all or any two of the foregoing as appropriate, or any successor person(s) acquiring any interest of a Party in or to any portion of such Party's Parcel.
2. Grantee is permitted to construct and maintain the Retaining Wall on the Grantor Parcel approximately one and one half (1.5) feet as depicted in yellow highlight on Exhibit "A" and as set forth on the Easement Description attached hereto as Exhibit "B" .

3. Grantee shall be solely responsible, at their sole cost and expense, for any and all maintenance, repair or upkeep of the Retaining Wall, including, but not limited to (i) the prior procurement of all necessary governmental approvals, (ii) the posting of all necessary bonds; (iii) all maintenance, upkeep and repairs; and (iv) the restoration of any disturbance of the Grantor's Parcel. In addition, Grantee shall defend, indemnify and hold Grantor harmless from and against all loss, cost, expense and other damages (including reasonable attorney fees) relating in any way to the Retaining Wall and /or such maintenance, repair and upkeep activities.
4. If Grantor sells the Grantor Parcel at any time in the future, Grantee at Grantor's sole option, shall either (i) remove the Retaining Wall from the Grantor Parcel at the Grantee's sole cost and expense, or; (ii) reaffirm this Retaining Wall Easement with any subsequent purchasers of the Grantor Parcel at the Grantee's sole cost and expense.
5. The Easement Area shall be limited solely to the portion of the Grantor's Parcel affected by the actual encroachment of the Retaining Wall.
6. The easement granted herein or all or any part or parts thereof, shall be terminated, if the Retaining Wall is either fully or partially demolished. In such event, the easement and this agreement shall thereupon be conclusively deemed abandoned and terminated and any person having or thereafter acquiring an interest in the Grantor Parcel and the Grantee Parcel shall hold and take such interest free of and unencumbered by such easement and this agreement.
7. The easement granted hereunder shall exist by virtue of this Declaration, without the necessity of confirmation by any other document. Likewise, upon the termination of the easement (in whole or in part) or its release in respect of all or any part of Grantor's Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the reasonable written request of a Party, the other Party shall sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of the easement, if the form and substance of the document is approved by the other Party.
8. The parties shall work with each other, in good faith, for the purpose of providing reasonable access to the Grantor Parcel to facilitate maintenance, repair and upkeep of the Retaining Wall. Except in the case of emergency, Grantee shall with not less than five (5) days prior written notice, notify Grantor of its need to gain access to the Grantor's Parcel for the purpose of maintenance, repair and upkeep of the Retaining Wall. The owner of the Grantor Parcel shall retain the right to propose a reasonable alternative date and time for such access and the parties shall negotiate in good faith to determine an alternative date and time suitable to both parties
9. Grantee shall provide proof that its insurance coverage (general liability insurance against claims for bodily injury, death or property damage occurring on, in or about Grantor's Parcel combined single limit coverage of not less than \$1,000,000.00 with respect to anyone person, in the amount of \$1,000,000.00 with respect to any one accident or disaster, and in the amount of not less than \$500,000.00 with respect to property damage) extends to the entire portion of Retaining Wall located within the Easement Area and shall

Easement Area. To the extent the loss, damage, liability, etc. experienced by Grantor is not covered by the Grantee's insurance policies described above (whether or not such policy is actually carried by the Grantee), Grantee (the "Indemnitor") will pay, and to the full extent of the law, indemnify, defend and save harmless the Grantor (the "Indemnatee") from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any use or condition of the Retaining Wall, and (ii) any negligence or tortious acts of the Indemnitor or any its contractors, agents or employees.

10. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

11. In the event of any litigation, arbitration or other dispute resolution proceeding in connection with, relating to or arising from this easement, the prevailing party, as determined by the court, arbitrator or other authority having direction over the proceeding, shall be entitled to recover from the other party the reasonable documented out of pocket expenses, including without limitation, reasonable attorneys' fees, incurred by the prevailing party, in such proceeding or in any subsequent proceeding to collect or enforce the judgment or other remedy entered in favor of the prevailing party.

12. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

13. This Declaration constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings of the parties with respect to said subject matter. This Declaration may not be amended unless each of the parties hereto, or the successors or assigns of such parties, as may be applicable from time to time, execute a written agreement amending this Declaration which specifically references the terms and conditions of this Declaration that said amendment is modifying. Said amendment shall not be effective until recorded in the real property records Clerk/Register of Essex County.

14. The laws of the State of New Jersey shall govern the validity, performance and enforcement of this Declaration without giving effect to its conflict of laws principles. The invalidity, illegality or unenforceability of any provision hereof shall not affect or impair any other provision.

15. Neither anything in this Agreement contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties to this Agreement.

16. This Agreement is binding upon the Parties, their successors, assigns, agents, heirs and shall run with the land.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

Joel t Newman
Joel Thomas Newman

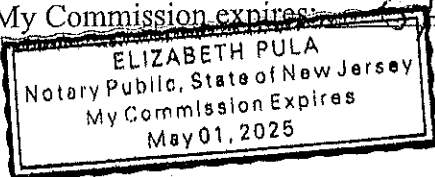
Ashley Newman
Ashley Newman

STATE OF NJ §

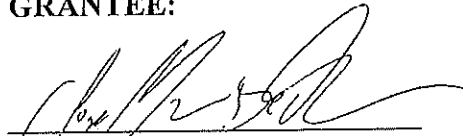
COUNTY OF ESSEX §

I CERTIFY that on June 7, 2024, Joel Thomas Newman and Ashley Newman personally came before me and stated to my satisfaction that this/these person(s):

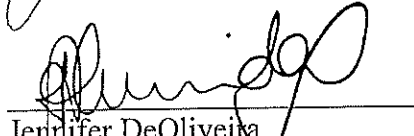
1. was the maker of the attached instrument; and
2. executed this instrument as his or her own act.

Elizabeth Pula
Notary Public
Name: ELIZABETH PULA
My Commission expires: 2025


GRANTEE:



Jose Marcos DeOliveira



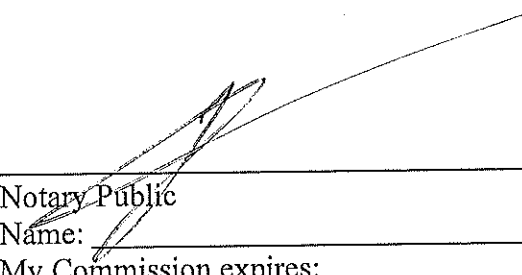
Jennifer DeOliveira

STATE OF NJ §

COUNTY OF Essex §

I CERTIFY that on JUNE 10, 2024, Jose Marcos DeOliveira and Jennifer DeOliveira personally came before me and stated to my satisfaction that this/these person(s):

1. was the maker of the attached instrument; and
2. executed this instrument as his or her own act.



Notary Public

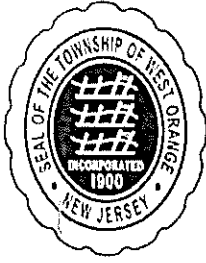
Name: _____

My Commission expires: _____

JOHN P. DELL'ITALIA
ATTORNEY AT LAW OF NEW JERSEY

RECORD AND RETURN TO:

DELLITALIA & SANTOLA
ATTORNEYS AT LAW
18 TONY GALENTO PLAZA
ORANGE, NEW JERSEY 07050



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

OFFICE OF THE TAX COLLECTOR

SUSAN McCARTNEY

Mayor

KATHY LONGO

Tax Collector

Tel: (973) 325-4075

Fax: (973) 736-9182

Email: taxcollector@westorange.org

VERIFICATION OF TAXES & SEWER CHARGES PAID

DATE: 9/3/24

BLOCK: 55.06

LOT: 2.01

NAME: Joel Thomas & Ashley Newman

ADDRESS: 29 Bradford Avenue

TAXES PAID UNTIL: August 1, 2024

2024 Sewer Paid



AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

OFFICE OF THE TAX COLLECTOR

SUSAN McCARTNEY

Mayor

KATHY LONGO

Tax Collector

Tel: (973) 325-4075

Fax: (973) 736-9182

Email: taxcollector@westorange.org

VERIFICATION OF TAXES & SEWER CHARGES PAID

DATE: 9/3/24

BLOCK: 55.06

LOT: 1.01

NAME: Jose M. & Jennifer De Oliveria

ADDRESS: 31 Bradford Avenue

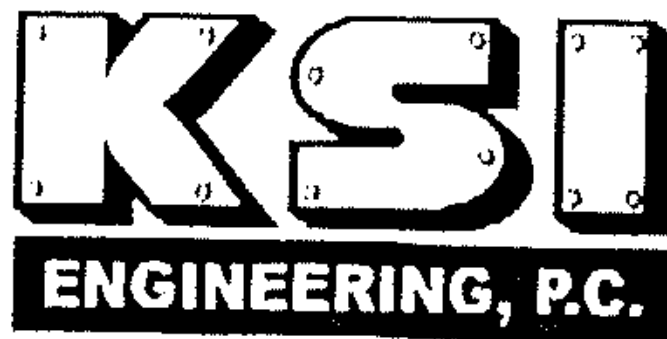
TAXES PAID UNTIL: July 31, 2024

2024 Sewer Paid



AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org





80 Broadman Pkwy, Jersey City, NJ 07305 |

Tel.: (201) 736-7546

| Email: kslengineering@gmail.com

Date: June 7th, 2024

Mr. Jose M DeOliveira,

Owner: 31 Bradford Avenue, West Orange, NJ 07052

Dear Sir,

As your retained engineering consultant, I have visited the property located at 31 Bradford Ave. in West Orange and have carried out the analysis of the geo-grid retaining walls located on the northeast and southeast sides of the property.

On visual inspection, the site drainage is proper, and the runoff flows away from the building, towards the boundary walls on the northeast and southeast sides.

There is carpet grass adjacent to the boundary on both sides, and stone pavers which cover the backyard, which in turn aid in the site drainage.

Also, there is no change in the grading of the site, the new boundary walls were installed in place of the existing wooden ones. The new walls are much more stable and architecturally pleasing.

In view of the above, and the fact that there has not been any incidence of flooding within the building premises, a grading plan is not needed. Please note that a grading Plan requires a detailed Topographic Survey of the property, which may cost up to \$5000.

A waiver for the grading plan may be requested from the Township, in view of the above explanation.

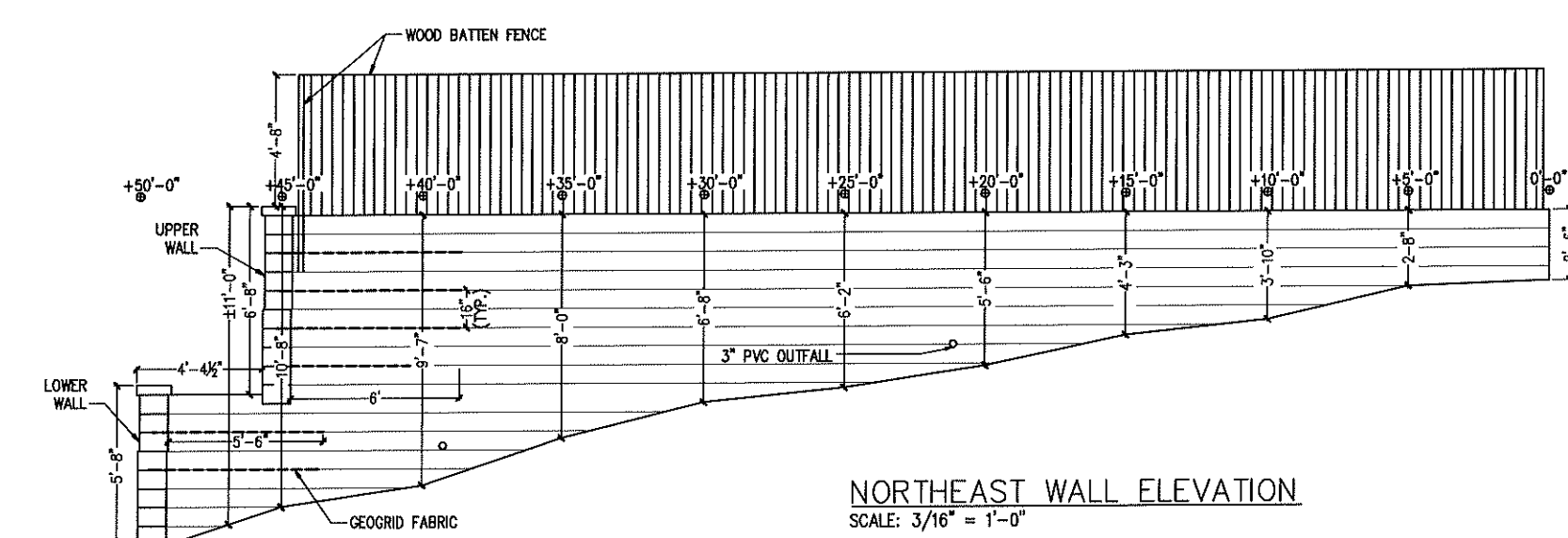
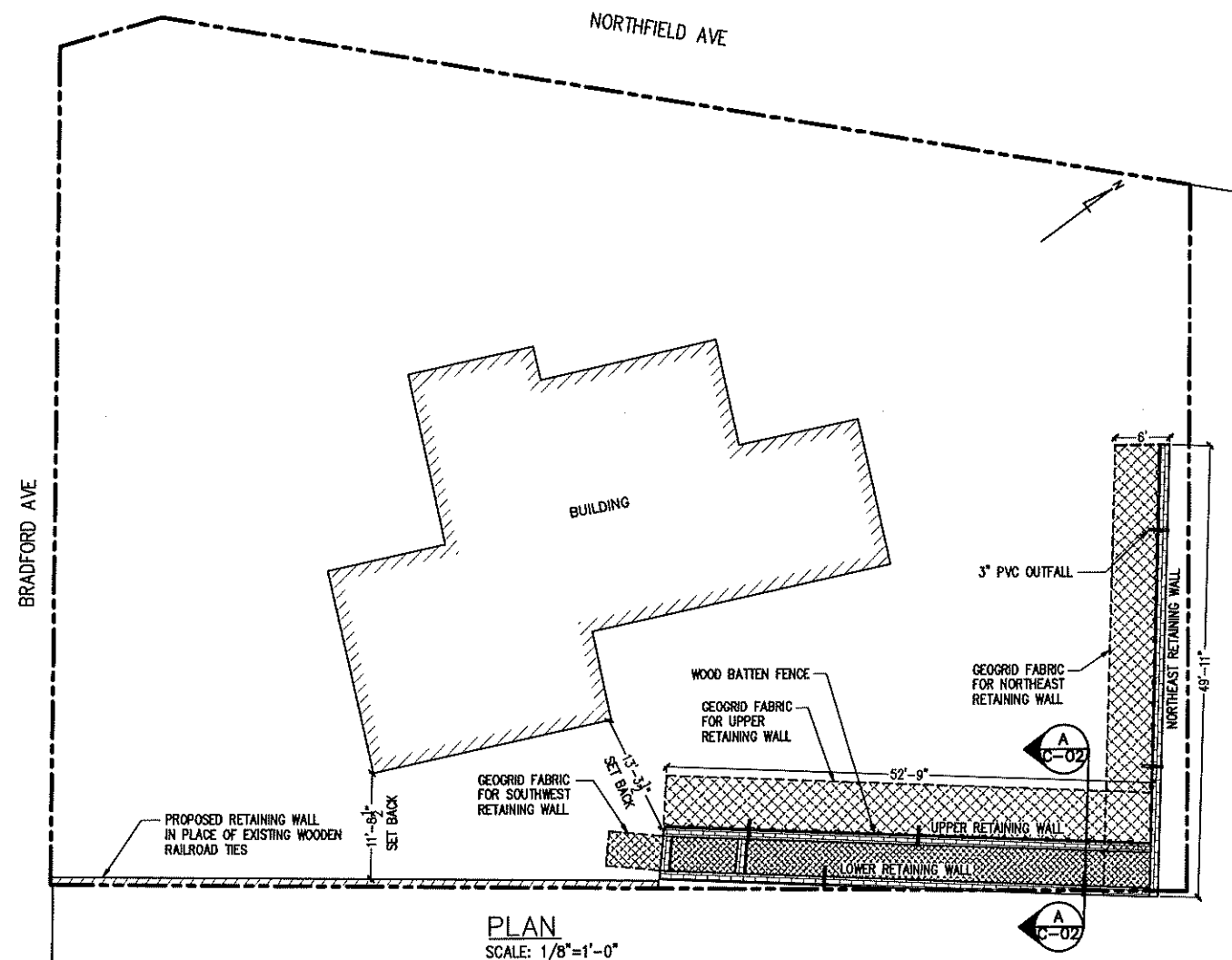
Thank you,

A handwritten signature in black ink, appearing to read 'Mirza K. Baig', with a stylized flourish at the end.

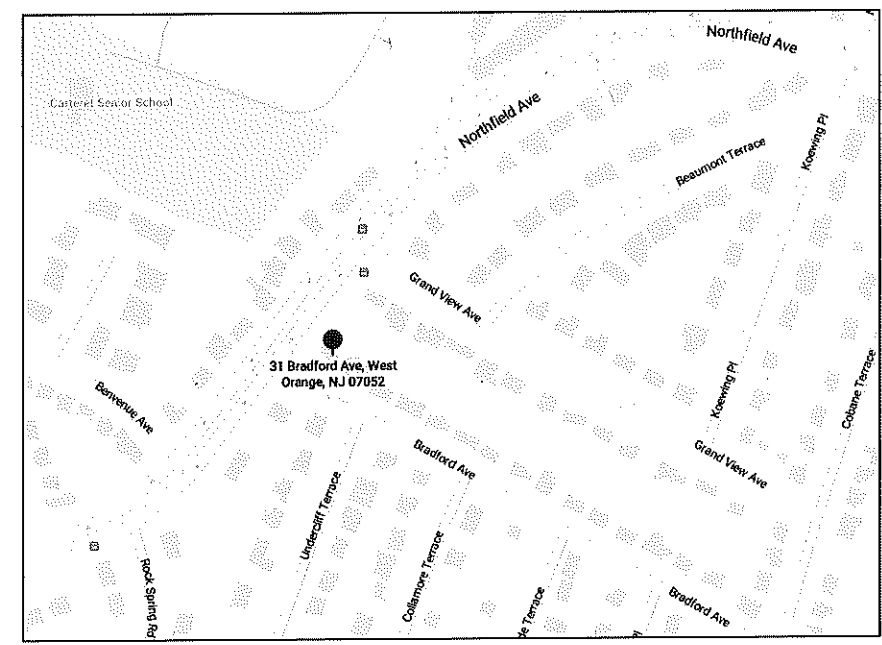
MIRZA K. BAIG, PE

NJPE #24GE04726600)





LOCATION MAP



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No.	Date	Revision
1	04/24/24	Per Reviewer's revised comments dt. 3/13/24
DRAWING TITLE		
PLAN, LOCATION MAP & NORTHEAST WALL ELEVATION		
PROJECT		
BLOCK RETAINING WALL WITH GEOGRID		
CLIENT/OWNER		
JOSE MARCOS DeOLIVEIRA		
LOCATION		
31 BRADFORD AVE, WEST ORANGE, NJ		
ARCHITECT OF RECORD		
KS ENGINEERING, P.C 80 BROADMAN PKWY, JERSEY CITY, NJ 07305 TEL: (201)736-7546 Email: ksiengineering@gmail.com		
SEAL	DRAWN BY	SCALE
	SK	AS SHOWN
	CHECKED BY	DATE
	MB	8/14/23
	FILE	DRAWING NUMBER
	MISC/31BR	C-01
	1 OF 3	

RETAINING WALL GENERAL NOTES (PRE-CONSTRUCTION)

CONSTRUCTION NOTES

1. SOIL LOADINGS CONSIDERED IN THIS DESIGN AND CALCULATIONS ARE BASED ON THE FOLLOWING PARAMETERS:

	INTELL SOIL	RETAINED SOIL	FOUNDATION SOIL
30'	0 PSF	0 PSF	0 PSF
120 PCF	120 PCF	120 PCF	120 PCF
WELL COMPACTED SILTY, SANDY CLAY	WELL COMPACTED SILTY, SANDY CLAY	WELL COMPACTED SILTY, SANDY CLAY	WELL COMPACTED SILTY, SANDY CLAY

2. ACTUAL SOIL PARAMETERS MUST MEET OR EXCEED THESE LISTED CONDITIONS TO BE USED IN WALL CONSTRUCTION. IN GENERAL, GRANULAR SOILS (FRICTION ANGLE GREATER THAN OR EQUAL TO 32 DEGREES) ARE RECOMMENDED AS INFILL SOIL. FINE GRAINED COHESIVE SOILS (FRICTION ANGLE LESS THAN 32 DEGREES) WITH LOW PLASTICITY (PI LESS THAN 20) MAY BE USED IN WALL CONSTRUCTION, BUT ADDITIONAL BACKFILLING AND COMPACTION EFFORTS ARE REQUIRED. KSI ENGINEERING PC HAS NOT VERIFIED THESE DESIGN CONDITIONS, AND IF REQUIRED THE SOIL PARAMETERS SHALL BE CONFIRMED BY THE SITE GEOTECHNICAL ENGINEER OR OTHERS PRIOR TO WALL CONSTRUCTION.

3. SEISMIC LOADING IS NOT CONSIDERED IN THIS DESIGN.

4. GLOBAL STABILITY IS NOT CONSIDERED IN THIS DESIGN.

5. HYDROSTATIC LOADING IS NOT CONSIDERED IN THIS ANALYSIS. SUFFICIENT DRAINAGE MUST BE PROVIDED SUCH THAT HYDROSTATIC LOADING (PORE PRESSURE) DOES NOT DEVELOP IN THE REINFORCED ZONE. WEAP HOLES HAVE BEEN PROVIDED FOR DRAINAGE.

6. ANALYSIS ASSUMES FILL PLACEMENT IN 8 INCH (200 MM) LIFTS COMPACTED TO 95% STANDARD PROCTOR. COMPACTION TEST FREQUENCY SHALL BE DETERMINED BY THE ENGINEER OR AS OTHERWISE SPECIFIED.

7. RETAINING WALL UNITS AND INSTALLATION SHALL CONFORM TO THE ALLAN BLOCK MODULAR RETAINING WALL SYSTEMS SPECIFICATION GUIDELINES, GEGRID REINFORCEMENT SYSTEMS SPECIFICATION GUIDELINES, AND WATER MANAGEMENT SPECIFICATION GUIDELINES AS PUBLISHED IN THE MANUFACTURER'S MANUAL.

8. RETAINING WALLS MUST BE INSTALLED AND CONSTRUCTED ACCORDING TO THE CONTRACT DRAWINGS. THE RETAINING WALL PLAN VIEW IS FOR WALL IDENTIFICATION ONLY.

9. GEGRID SPACING IS DETERMINED BY STRUCTURAL CROSS-SECTION DESIGN REQUIREMENTS. TO INSURE PROPER GEGRID PLACEMENT, CONTRACTOR MUST REVIEW BOTH ELEVATION VIEW AND CROSS SECTIONS PRIOR TO WALL CONSTRUCTION.

10. SUGGESTED QUALITY ASSURANCE REQUIREMENTS:

A QUALIFIED ENGINEER OR TECHNICIAN SHALL SUPERVISE THE WALL CONSTRUCTION TO VERIFY FIELD AND SITE SOIL CONDITIONS. IN THE EVENT THAT THE SITE GEOTECHNICAL ENGINEER DOES NOT PERFORM THIS WORK, A QUALIFIED GEOTECHNICAL ENGINEER/TECHNICIAN SHALL BE CONSULTED TO ASSURE THE "KEYSTONE" (OR) "FORTUS" WALL IS CONSTRUCTED WITH PROPER SOIL PARAMETERS.

SURFACE DRAINAGE NOTES

11. RAINFALL CAN BE DEFINED AS SURFACE WATER. THE RETAINING WALL DESIGN HAS TAKEN INTO CONSIDERATION THE MANAGEMENT OF THIS WATER.

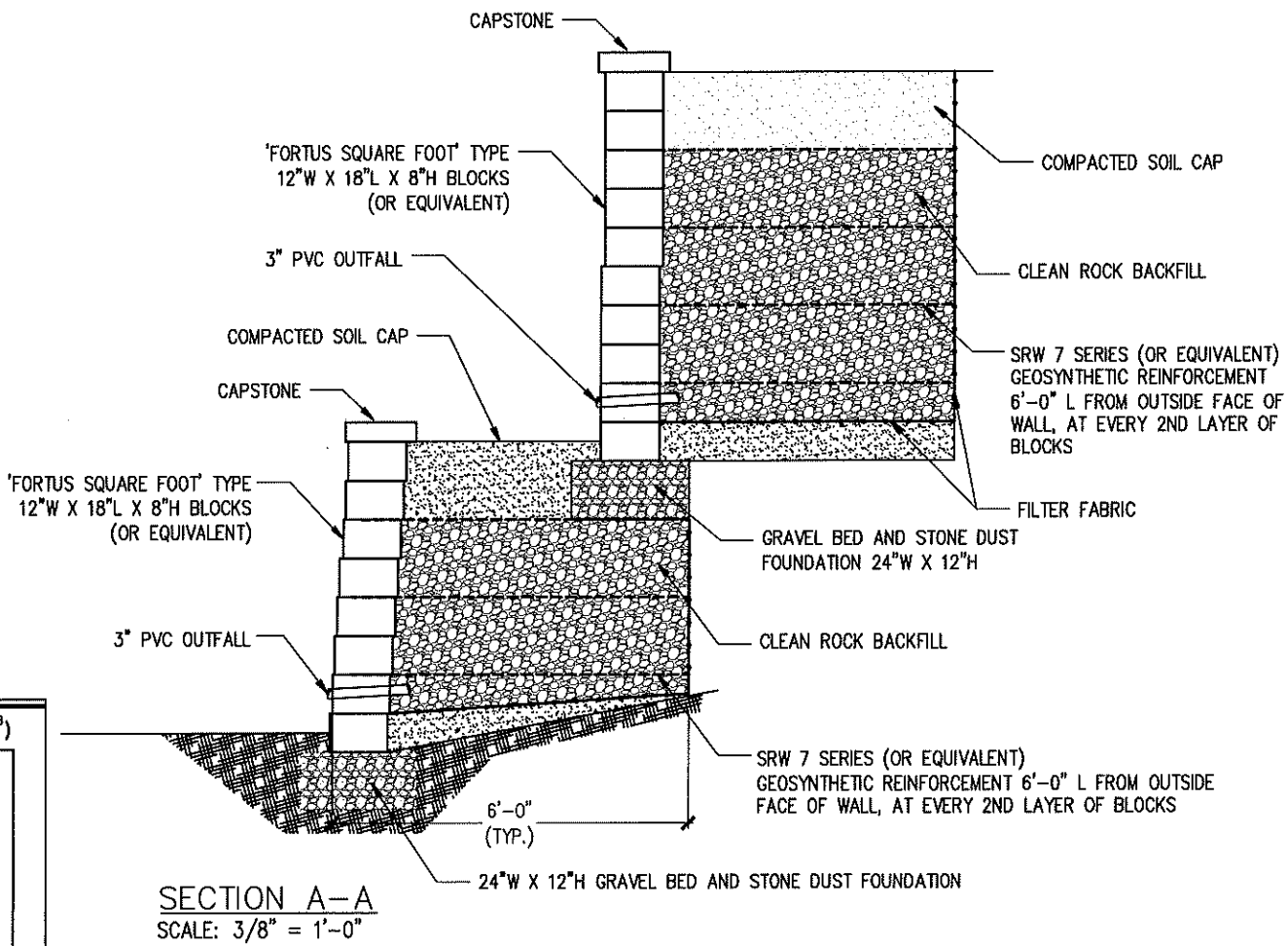
12. SITE GRADING RE-ROUTES SURFACE WATER AROUND AND AWAY FROM THE WALL.

POST CONSTRUCTION NOTES

13. THE RETAINING WALL(S) HAVE BEEN INSTALLED SINCE MORE THAN 2 YEARS. NO DRAINAGE ISSUES HAVE BEEN NOTED BY THE OWNER OR THE NEIGHBORS TILL DATE.

14. DUE TO THIS, SOME OF THE PRECEEDING NOTES ARE SUPERSEDED.

15. THE RETAINING WALL(S) ARE IN GOOD CONDITION. NO STABILITY ISSUES HAVE BEEN NOTED TILL DATE.



KEYSTONE STANDARD UNITS - NEAR VERTICAL		SAND/GRAVEL: $\phi=34^\circ$, $\gamma=120 \text{ pcf}$ (19 kN/m^3)	
	GEOGRID PLACEMENT		
		HEIGHT 4.3' (1.3m) 5.7' (1.7m) 7.0' (2.1m) 8.3' (2.5m) 9.7' (3.0m) 11.0' (3.4m)	
	GEOGRID PLACEMENT		
		HEIGHT 4.3' (1.3m) 5.7' (1.7m) 7.0' (2.1m) 8.3' (2.5m) 9.7' (3.0m) 11.0' (3.4m)	
	GEOGRID PLACEMENT		
		HEIGHT 4.3' (1.3m) 5.7' (1.7m) 7.0' (2.1m) 8.3' (2.5m) 9.7' (3.0m) 11.0' (3.4m)	

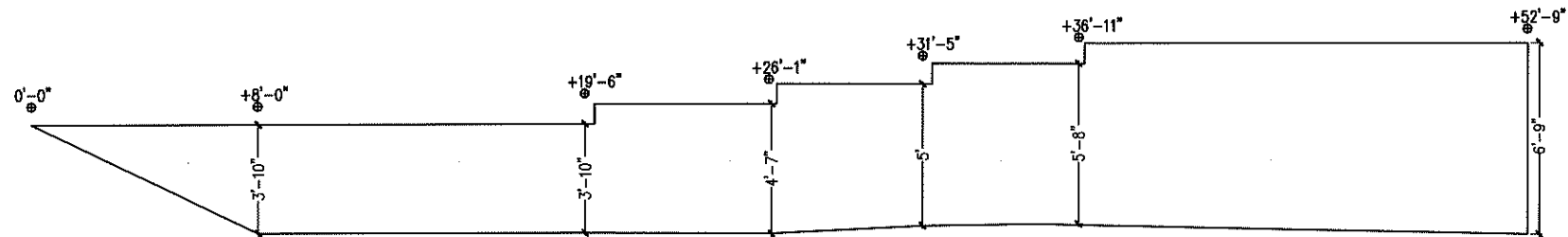
The information contained herein has been compiled by Keystone Retaining Wall Systems LLC and to the best of our knowledge, accurately represents the Keystone product use in the applications which are illustrated. Final determination of the suitability for the use contemplated and its manner of use are the sole responsibility of the user. Structural design and analysis shall be performed by a qualified engineer.

Keystone Construction Manual

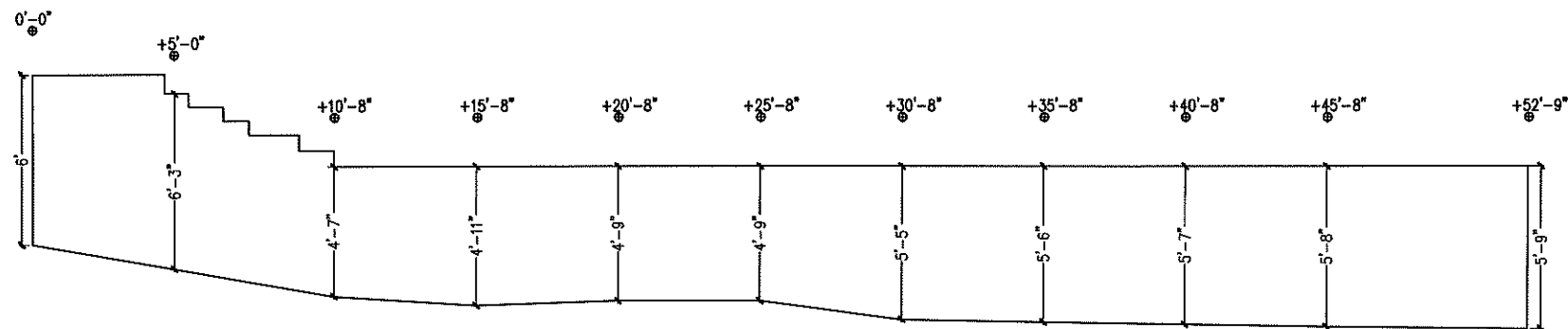
GEOGRID DESIGN CHART

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1	04/24/24	Per Reviewer's revised comments dt. 3/13/24
No.	Date	Revision
DRAWING TITLE		
GENERAL NOTES, DESIGN CHART AND SECTION A-A		
PROJECT		
BLOCK RETAINING WALL WITH GEOGRID		
CLIENT/OWNER		
JOSE MARCOS DeOLIVEIRA		
LOCATION:		
31 BRADFORD AVE, WEST ORANGE, NJ		
ARCHITECT OF RECORD		
 ENGINEERING, P.C 80 BROADMAN PKWY, JERSEY CITY, NJ 07305 TEL: (201)736-7546 Email : ksiengineering@gmail.com		
SEAL	DRAWN BY	SCALE
	SK	AS SHOWN
	CHECKED BY	DATE
	MB	8/14/23
	FILE	DRAWING NUMBER
	MISC/31BR	C-02
	2 OF 3	



SOUTHEAST UPPER WALL ELEVATION
SCALE: 3/16" = 1'-0"



SOUTHEAST LOWER WALL ELEVATION
SCALE: 3/16" = 1'-0"

1	04/24/24	Per Reviewer's revised comments dt. 3/13/24
No.	Date	Revision
DRAWING TITLE		
SOUTHEAST WALL ELEVATIONS		
PROJECT		
BLOCK RETAINING WALL WITH GEOGRID		
CLIENT/OWNER		
JOSE MARCOS DeOLIVEIRA		
LOCATION:		
31 BRADFORD AVE, WEST ORANGE, NJ		
ARCHITECT OF RECORD		
K&S ENGINEERING, P.C 80 BROADMAN PKWY, JERSEY CITY, NJ 07305 TEL: (201)736-7546 Email : kseengineering@gmail.com		
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FILE		DRAWING NUMBER
MISC/31BR		C-03
3 OF 3		

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