

July 2, 2021

Township of West Orange, NJ
Zoning Board of Adjustment
66 Main Street
West Orange, NJ 07052

PROPOSAL

Subject: Variance Application related to Ordinance § 25-8.3 and § 25-8.4 in relation to 236 S Valley Rd in West Orange, NJ

To the Township of West Orange Zoning Board of Adjustment,

I am submitting the enclosed in support of application ZB-21-11/Reu which was originally heard in the June 2021 Meeting.

Enclosed is our most recent survey dated Jan 2021 from when our home was purchased. I have also updated the survey on page 3 with red lines for the proposed fence locations.

Also enclosed is the original indenture for the land from our title paperwork.

Please reach out with any questions.

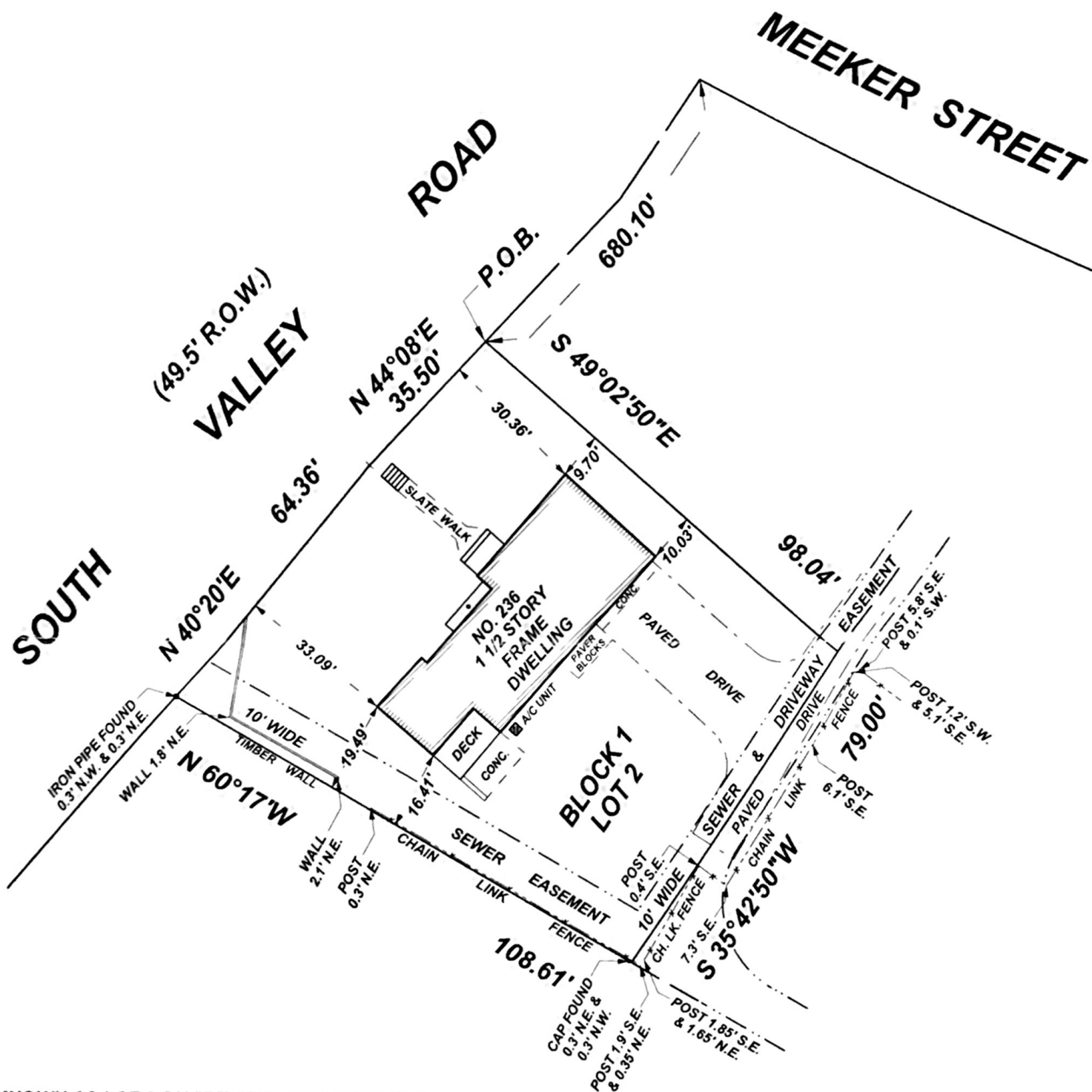
Thank You,

A handwritten signature in black ink that reads "Scott Reu". The signature is written in a cursive, flowing style.

Scott Reu
236 S Valley Rd
West Orange, NJ 07052
Cell Phone: 908-675-6517
Email: scottreu@gmail.com



MAP OF PROPERTY
SITUATED IN
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J.



KNOWN AS LOT 2 ON "REVISED MAP OF SILVER
SPRING EAST, WEST ORANGE, N.J." FILED DEC.
13, 1950 IN CASE NO. 1747 ESSEX COUNTY

REF: DBK 4514 PG. 568

A WRITTEN "WAIVER AND DIRECTION TO SET CORNER
MARKERS" HAS BEEN OBTAINED FROM THE ULTIMATE
USER PURSUANT TO P.L. 2003 c.14 (N.J.S.A. 45:8-36.3)
AND N.J.A.C. 13:40-5.1(d). SAID CORNER MARKERS,
WHERE ACCESSIBLE, WILL BE SET AT A FUTURE DATE.

CERTIFICATE OF AUTHORIZATION NO. 24GA28046000

SCALE: 1"=30'

DATE: JAN. 21, 2020

DRAWN: G.M.

CHECKED: R.J.H.

TAX MAP: 1-2

SURVEY: 20-27153

THIS SURVEY PREPARED ONLY FOR:

SCOTT THOMAS REU & FALLON
ALESSANDRA SHEPPARD, HUSBAND & WIFE,
ACRES LAND TITLE AGENCY, INC.,
A ABSOLUTE ESCROW SETTLEMENT CO.,
INC., TITLE NO. 321441,
WFG NATIONAL TITLE INSURANCE CO.,
RON J. ZOLLER, ESQ.,
BANK OF AMERICA, N.A.,
ITS SUCCESSORS AND/OR ASSIGNS
AS THEIR INTEREST MAY APPEAR

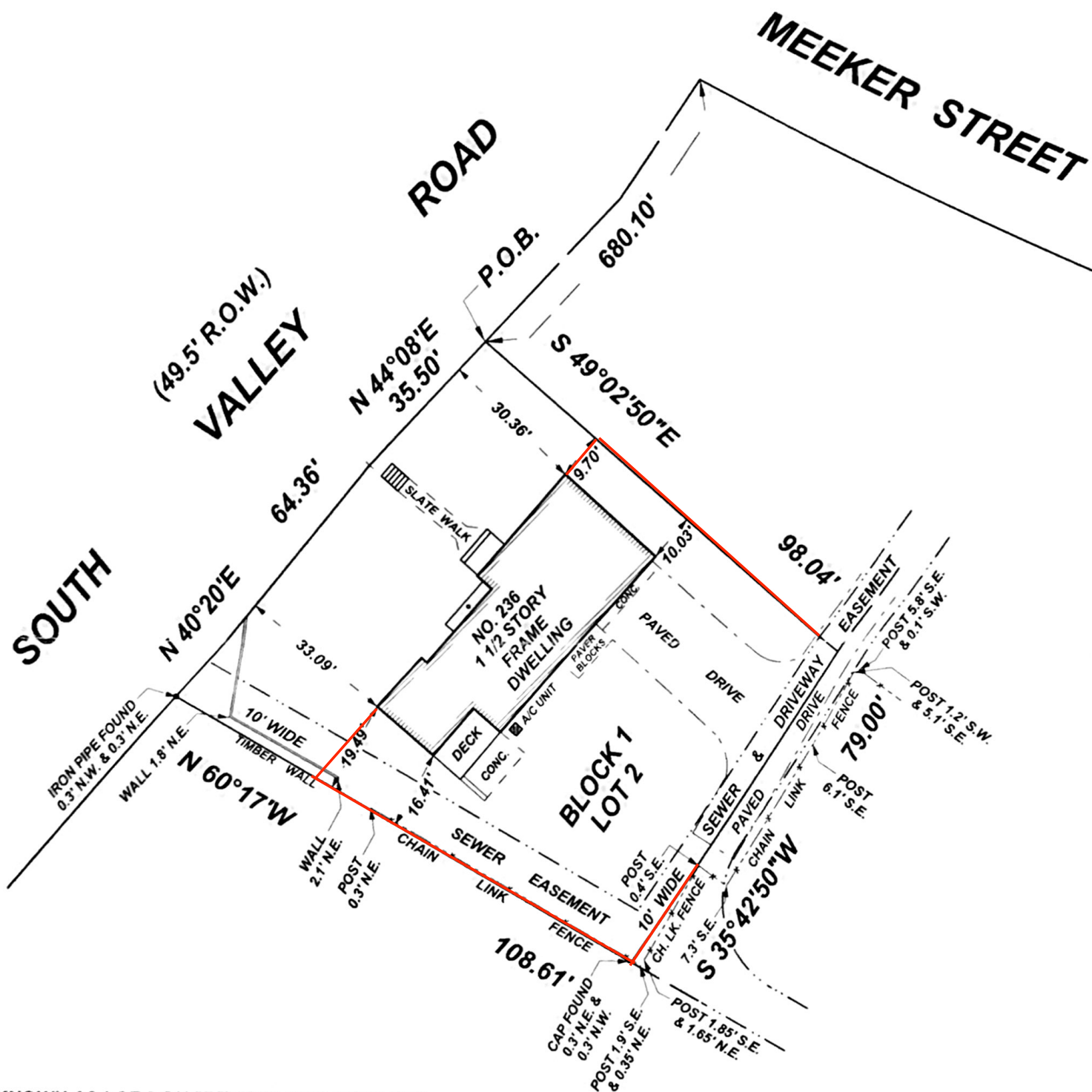
RICHARD J. HINGOS, INC.
PROFESSIONAL LAND SURVEYORS
539 VALLEY ROAD P.O. BOX 43752
UPPER MONTCLAIR, N.J. 07043
TELEPHONE: (973) 783-1114
EMAIL: RJHINGOS@COMCAST.NET

GARY S. MOLDOVANY
PROFESSIONAL LAND SURVEYOR N.J. LIC. NO. 35863

RICHARD J. HINGOS, JR.



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TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J.



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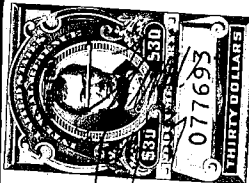
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RICHARD J. HINGOS, JR.



Bargain and Sale—(Cov. Against Grantor).
Individual or Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

This Indenture,

BOOK 3522 PAGE 390



Made the 18th day of October, in the year of our Lord
One Thousand Nine Hundred and fifty-seven

Between CATHERINE P. HESS, widow, of Clyde C. Hess, residing at
apartment 3C "The Williamsburg", 585 Trinity Place



in the City of Westfield County of Union
and State of New Jersey party of the first part;

And JONAS J. SCHREIBER and EILEEN S. SCHREIBER, his wife, residing
at 540 Hillside Avenue, Village of South Orange, Essex County,
New Jersey

RECEIVED
REGISTERED
OFFICE
ESSEX
COUNTY, N.J.
OCT 23 10 20 AM '57

in the City of South Orange County of Essex
and State of New Jersey party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of One Dollar
(\$1.00) and other good and valuable consideration,

lawful money of the United States of America, to her in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and
paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed and by
these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said
party of the second part, and to their heirs
and assigns, forever,

All that certain lot,

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the Town of West Orange County of Essex
and State of New Jersey, BEGINNING in the southeasterly line of South
Valley Road at a point therein distant six hundred eighty feet and
ten hundredths of a foot (680.10) feet southwesterly from the south-
westerly line of Meeker Street; running thence (1) along the dividing
line of adjoining property owner south 49 degrees 2 minutes 50 seconds
east ninety-eight feet and four hundredths of a foot (98.04) feet to
the center line of a sewer and driveway right of way; thence (2) along
the same south 35 degrees 42 minutes 50 seconds west seventy-nine feet
(79) feet more or less to line of adjoining property owner; thence
(3) along line of adjoining property owner and land of Seller north
60 degrees 17 minutes west one hundred eight feet and sixty-one
hundredths of a foot (108.61) feet to the aforesaid line of South
Valley Road; thence (4) along the same north 40 degrees 20 minutes east
sixty-four feet and thirty-six hundredths of a foot (64.36) feet;
thence (5) north 44 degrees 08 minutes east thirty-five feet and fifty
hundredths of a foot (35.50) feet to the point and place of BEGINNING.

BEING Lot No. 2 in Block 1 on Map entitled "Property of A. F.
Baldwin, Jr., Map of Silver Spring East, West Orange, New Jersey,
surveyed by William DiMarzo and Louis DiMarzo, Jr., January, 1948."

BEING the same premises conveyed by Albert F. Baldwin, Jr. and
Carol R. Baldwin, his wife to Clyde C. Hess and said Catherine P. Hess,
his wife by deed dated November 18, 1949 and recorded in the Essex
County Registers' Office on November 19, 1949 in Deed Book - N
113 pages 594 - 597.

3522/390
10/23/57

TOGETHER WITH and SUBJECT to the following right of way as contained in Deed Book T 111, page 118:

TOGETHER WITH AND SUBJECT TO, the free and common use, right, liberty and privilege of ingress and egress to So. Valley Road over a certain right of way or passage way hereinafter more particularly described, in common with the owners, tenants and such other persons to whom the Grantors may hereafter grant similar rights. The Grantors hereby expressly reserve the right to construct and maintain, or to grant easements to the Town of West Orange for the construction and maintenance of sanitary sewers, storm sewers and other utilities. The said right of way is described as follows:

BEGINNING at a point on the southeasterly line of So. Valley Road, distant 323.10 feet measured southwesterly from the intersection formed by the said line So. Valley Road, with the southwesterly line of Meeker Street; thence (1) south 45 degrees 52 minutes east 100 feet; (2) south 44 degrees 08 minutes West 329.64 feet; thence (3) south 35 degrees 42 minutes 50 seconds west 67.38 feet; (4) north 54 degrees 17 minutes 10 seconds West 10 feet; (5) north 35 degrees 42 minutes 50 seconds east 68.10 feet; thence (6) north 44 degrees 08 minutes east 298.36 feet to a point on curve; (7) curving to the left on a circle whose radius is 20 feet for an arc length of 31.42 feet; (8) north 45 degrees 52 minutes west 70 feet to the southeasterly line of So. Valley Road; (9) along the said line of So. Valley Road north 44 degrees 08 minutes east 14 feet to the point and place of Beginning, except, however, as the said right of way and the boundary lines thereof may have been changed by subsequent deeds, modifications or agreements.

Said premises are conveyed:-

SUBJECT to state of facts shown on survey made by William DiMarzo dated November 4, 1949, as follows: (a) Subject to easement of a 10 foot right of way running along the southwesterly line of the above premises and (b) Subject to easement of drive-way, as shown on said survey.

SUBJECT to the following restrictions in Deed Book T 111, page 118:

(a) No building shall be erected on said lot except one detached, single family dwelling house having an aggregate livable floor area of less than 1000 square feet exclusive of garages and open porches if the building is 1 1/2 stories high and there is no provision for living quarters on the second floor, or less than 1200 square feet if the building is 1 1/2 or 2 1/2 stories high and there is provision for living quarters on two floors.

(b) No part of any building to be erected on said lot shall be nearer than 30 feet from the said line of So. Valley Road, except unenclosed porches, vestibules and bay windows, and no part of such building shall be nearer than 4 feet to the side lot lines.

(c) No garage or other outbuilding shall be built upon said premises unless the same is attached to the said dwelling house, nor shall any such garage or outbuilding trailer, basement, or tent at any time be used as a residence, either temporarily or permanently; nor shall any residence of a temporary character be erected thereon.

(d) No lot on said map shall be subdivided for the purpose of erecting thereon more than one dwelling house on the land comprising said lot prior to such subdivision except that the grantors reserve the right to re-subdivide the land shown on said map or any part thereof, provided that no lot as re-subdivided shall have a mean width of less than 60 feet or an area of less than 5000 square feet.

(e) No fence shall be erected or maintained along the boundary line of said lot provided, however, that this restriction shall not prevent the erection of ornamental hedges along any such boundary line or an enclosure on the interior of any such lot designed for ornamental purposes or for the purpose of confining children or domestic animals within the same.

(f) No trade or business shall be carried on upon any such lot that shall in any wise be dangerous, offensive, unwholesome or annoying to the residents of the neighborhood.

(g) The said covenants and restrictions shall be construed to be real covenants running with the land and binding upon the Grantees, their heirs and assigns, as well as upon all persons who may hereafter derive title to the said premises or any part thereof, and shall expire and terminate on January 1, 1998.

(h) If the parties hereto, or any of them or their respective heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before January 1, 1998 it shall be lawful for the Town of West Orange or for any person or persons owning any other lot in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions either to prevent him or them from so doing or to recover damages or other dues for such violation.

(i) It is further understood and agreed that the restrictive covenants herein contained are not, and shall not be construed to be neighborhood or tract restrictions and that the Grantors reserve the right to impose other restrictive covenants on their remaining lands.

SUBJECT to covenants and restrictions contained in Deed Book F75, page 162,

SUBJECT to agreement made by the Enclar Land Co. and Julia B. Gillespie, widow, and The Town of West Orange, dated December 23, 1930 and recorded in the Essex County Clerk's Office in Deed Book F82, page 394, recorded January 19, 1931, whereby the above premises are subject to the rights of the Town of West Orange, to keep and maintain walk, sanitary and storm sewers over the southwesterly ten feet (10') of the above described property as laid out on Map entitled "Property of A.F. Baldwin, Jr. Map of Silver Springs East, West Orange, New Jersey, surveyed by William DiMarzo and Louis DiMarzo, Jr. January 1948."

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to Hold all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their heirs, and assigns forever:

And the said Catherine P. Hess _____

for herself, her heirs, executors and administrators, does covenant, promise and agree to and with the said party of the second part, their heirs and assigns that she has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the party of the first part has set her hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered }
in the Presence of }

Catherine P. Hess (L.S.)

hereinafter particularly described, situate, lying and being in the Town of Montclair the County of Essex and State of New Jersey, bounded and described as follows:

BEGINNING at a point on the southerly side of Laurel Place distant measured erly along the same two hundred eighty-nine and seventy-one hundredths feet from its tersection with the westerly side of Upper Mountain Avenue; thence running along the erly side of Laurel Place south fifty-two degrees thirty-six minutes east fifty-three thence south thirty-seven degrees twenty-four minutes west one hundred thirty and five hundredths feet to land now or formerly of Jerome Sigler; thence along the same north fifty-one degrees forty-one minutes west fifty-three feet; thence north thirty-seven grees twenty-four minutes east one hundred twenty-nine and two tenths feet to said st of Laurel Place at the point or place of BEGINNING. BEING the same premises conveyed said Valentine R. Tupper and Mildred G. Tupper, his wife, by Virginia Mason Love and William DeL. Love, her husband, by deed dated September 10th, 1923 and recorded in the Register's Office of Essex County on September 20th, 1923 in Deed Book N 68, pages 59 TOGETHER with all the right, title and interest of the party of the first part in and so much of Laurel Place as lies in front of said premises, to the center line thereof SUBJECT to restrictions of record. SUBJECT to the zoning ordinances of Montclair. SUB to a certain \$6,000. mortgage now on said premises which the party of the second part hereby assumes and agrees to pay.

TOGETHER with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or anywise appertaining: ALSO, all the estate, right, title, interest, property, claim, demand whatsoever, of the said party of the first part, of, in and to the same, and in and to every part and parcel thereof, TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever: AND the said Valentine R. Tupper and Mildred G. Tupper, his wife, do for themselves, their heirs, executors and administrators covenant and agree to and with the said party of the second part, her heirs and assigns that they the said Valentine R. Tupper and Mildred G. Tupper, his wife, are the true and right owners of all and singular the above described land and premises, and every part and parcel thereof, with the appurtenances thereunto belonging; and that said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, her heirs and assigns made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever: except as aforesaid. AND that the said party of the first part now have good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid; AND ALSO, that Valentine R. Tupper and Mildred G. Tupper, will WARRANT, secure, and defend the said land and premises unto the said Ruth E. White, her heirs and assigns forever, against the lawful claims and demands of all and every person or persons, free and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of
William J. McCormack
STATE OF NEW JERSEY, SS:
COUNTY OF ESSEX

Mildred G. Tupper Seal
Valentine R. Tupper Seal

Nine Hundred and Twenty-six before me, the subscriber, An Attorney-at-Law of New Jersey personally appeared Valentine R. Tupper and Mildred G. Tupper, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

William J. McCormack, An Attorney-at-Law of New Jersey.
Received in the Office October 6th, A. D. 1926 at 2:37 P. M. No.

JULIA B. GILLESPIE
TO
MONTCLAIR LAND CO.

THIS INDENTURE, Made the First day of
in the year of our Lord One Thousand
Hundred and Twenty-six. BETWEEN Julia B. Gillespie, Widow, of the Town of West

in the County of Essex and State of New Jersey, of the first part, AND Montclair Land Co. a body corporate of the State of New Jersey, party of the second part, WITNESSETH,

75-162 10/6/26

the said party of the first part, for and in consideration of One Dollar and other valuable consideration, lawful money of the United States of America, to her in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns, forever, ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of West Orange, in the County of Essex and State of New Jersey, to wit:-

BEGINNING in the easterly line of Valley Road, where the same is intersected by the southerly line of property of the party of the first part and running thence along said easterly line of Valley Road, north forty degrees twenty-two minutes east sixty-four feet and thirty-six hundredths of a foot; thence still along the same, north forty-four degrees eight minutes east four hundred and seventy feet and fifty hundredths of a foot to property proposed to be conveyed to the Trustees of Ridgeview Church; thence along same, south forty-six degrees two minutes east one hundred and forty-six feet and thirty-one hundredths of a foot; thence still along the same, north thirty degrees twenty minutes east one hundred and one feet and eighteen hundredths of a foot; thence south sixty-two degrees fifty minutes east two hundred and ninety-eight feet and thirty-two hundredths of a foot more or less to the South Orange and Maplewood Railway; thence southerly, curving to the right for a distance of one hundred and thirty-eight feet and twenty-three hundredths of a foot more or less on a radius of six hundred and thirteen feet and seventeen hundredths of a foot; thence south fifty-three degrees five minutes west one hundred feet and thirty-three hundredths of a foot; thence curving to the left two hundred and eighty-two feet and eleven hundredths of a foot, more or less, on a radius of five hundred and thirty-four feet ^{and} thirty-four hundredths of a foot; thence south thirty-two degrees fifty minutes west one hundred and twenty-five feet; thence north sixty degrees fifteen minutes west three hundred and fifty-eight feet and twenty-one hundredths of a foot to the said Valley Road and place of BEGINNING. Together with two triangular plots now owned by the party of the first part, lying to the east of the right of way of the South Orange and Maplewood Railway Company.

And the party of the second part, does for itself, its successors and assigns, hereby covenant and agree to and with the said party of the first part that it will not erect or cause to be erected, on the said land and premises, any buildings other than single family dwellings, together with private garages and their suitable and appropriate outbuildings; that no dwelling house erected on any lot fronting on Valley Road shall have an aggregate floor of less than 1500 square feet on the first and second floors, exclusive of sun porches and bay windows and that no lot on Valley Road shall have a frontage of less than seventy-five feet and that not more than one dwelling house may be erected on any such lot. Should the party of the second part decide to open a road through the said premises to the east of Valley Road, any house to be erected on said proposed road, shall, as to floor area, be not smaller than the average floor area of the houses erected by Chas. R. Piper Co. on Hillside Terrace and no lot on said proposed road shall have a frontage thereon of less than sixty feet nor more than one house shall be erected on any such lot. It is agreed between the parties hereto that these restrictions may be modified so as to permit the erection of apartment houses on lots fronting on Valley Road. Should the party of the second part decide to erect apartment houses thereon, plans for the same shall be first submitted to the party of the first part, her heirs or assigns and if the same meet with her or their approval, the party of the second part shall pay to her or them, the sum of \$10,000., for such modification. The above described premises are part of the same premises conveyed to the said Julia B. Gillespie, by Albert C. Wall, Trustee, by deed dated February 10th, 1900 and recorded in the Register's Office of Essex County in Book G-33 of Deeds for said County, page 96. It is further agreed that the restrictions hereinabove mentioned are not to be construed as affecting the two triangular pieces of land above mentioned, lying to the east of the right of way of the South Orange and Maplewood Railway.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in any wise appertaining; ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof. TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever and the said party of the first part, does for herself, her heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, that she, the said party of the first part, is the true, lawful and right owner of all and singular the

4
BY 30

ENTCLAR LAND CO. 1ST PARTY

JULIA B. GILLESPIE 2ND PARTY

THE TOWN OF WEST ORANGE 3RD PARTY

MEMORANDUM OF AGREEMENT made this 23rd
of December, 1930, BETWEEN The Entclar
Co., a corporation of the State of New
party of the first part, hereinafter

the Company; Julia B. Gillespie, widow, of the Town of West Orange, in the County of
Essex, and State of New Jersey, party of the second part, hereinafter called the mor-
gagee; and The Town of West Orange, a municipal corporation of New Jersey, party of
third part, hereinafter called the Town:

WHEREAS, the Company is the owner in fee of lands situate, lying and being
Town of West Orange, in the County of Essex, and State of New Jersey, described as

BEGINNING in the easterly line of Valley Road, where the same is intersected
the southerly line of property of the party of the first part and running thence along
said easterly line of Valley Road, north forty degrees twenty-two minutes east sixty
feet and thirty-six hundredths of a foot; thence still along same, north forty-four
degrees eight minutes east four hundred and seventy feet and fifty hundredths of a foot
to property recently conveyed to the Trustees of Ridgeview Church; thence along same
south forty-six degrees two minutes east one hundred and forty-six feet and thirty-
hundredths of a foot; thence still along same, north thirty degrees twenty minutes
one hundred and one feet and eighteen hundredths of a foot; thence south sixty-two
degrees fifty minutes east two hundred and ninety-eight feet and thirty-two hundredths
a foot, more or less, to the South Orange and Maplewood Railway; thence southerly
to the right for a distance of one hundred and thirty-eight feet and twenty-three
hundredths of a foot, more or less, on a radius of six hundred and thirteen feet and seven
hundredths of a foot; thence south fifty-three degrees five minutes west one hundred
feet and thirty-three hundredths of a foot; thence curving to the left two hundred
eighty-two feet and eleven hundredths of a foot, more or less, on a radius of five
and thirty-four feet and thirty-four hundredths of a foot; thence south thirty-two
degrees fifty minutes west one hundred and twenty-five feet; thence north sixty degrees
teen minutes west three hundred and fifty-eight feet and twenty-one hundredths of a foot
to said Valley Road and place of BEGINNING, and

WHEREAS, the Mortgagee is the holder of a mortgage in the nominal sum of
Thousand (\$30,000.) Dollars, made by said Entclar Land Co., dated October 1st, 1928
and recorded in the Register's Office of Essex County in Book U-58 of Mortgages for
County, page 250, and

WHEREAS, the Town is constructing a system of sewers in the Fourth and Fifth
Wards of the said Town of West Orange, and in connection with said system of sewers
Town desires to construct and maintain a sanitary trunk sewer in lands of the Company
and thru a certain right-of-way which the Company has agreed to grant to the Town;

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable
consideration to the Company and the Mortgagee paid by the Town, the receipt whereof
hereby acknowledged, the said Company has given, granted and conveyed unto the said
of West Orange, its successors and assigns, and does hereby give, grant and convey
the said Town of West Orange, its successors and assigns, a certain easement and the
right to build, construct and maintain therein, a sanitary sewer over a strip of land
feet in width, which said easement is shown on map hereto annexed, with the right
upon the said right-of-way at all convenient times for the purpose of altering or
ing the said sewer.

The said right-of-way is bounded and described as follows:

BEGINNING in the easterly line of South Valley Road at the boundary line

F82-354 1/19/31

lands now or formerly of Gillespie and lands now or formerly of Chas.R. Piper Co.; running thence-north forty-one degrees twenty-three minutes thirty seconds east ten feet, more or less, to a point where the said line of South Valley Road would be intersected by a line drawn parallel with and ten feet distant from said boundary line; thence (2) south fifty-nine degrees twelve minutes thirty seconds east three hundred and fifty-six feet and twenty-five hundredths of a foot, more or less, to lands now or formerly of the South Orange and Maplewood Traction Co.; thence (3) along the lands of the said South Orange and Maplewood Traction Co., south ten feet to said boundary line; thence (4) along the said boundary line, north fifty-nine degrees twelve minutes thirty seconds west three hundred and fifty-nine feet and fifty-five hundredths of a foot, more or less, to the point and place of BEGINNING. Being part of the same premises conveyed to the said Entclar Land Co., by Julia B. Gillespie, widow, by deed dated October 1st, 1926, and recorded in the Register's Office of Essex County in Book F-75 of deeds for said County, pages 162-164.

And the said Company does further covenant and agree that it is the owner in fee of the lands affected by the said easement and does agree that during the period of the construction of the said sewer, which shall not exceed six months from the date hereof, the Town may have access to said right-of-way during said construction period, over a strip of land fifty feet in width, adjacent to said right-of-way and shown on said map, which said access permission shall cease and terminate on the completion of the said sewer and in any case, within six months from the date hereof.

And the said Mortgagee, for herself, her heirs and assigns, does hereby covenant and agree that her mortgage interest in the said lands shall be subordinate to the rights of the Town of West Orange in said easement by virtue of this agreement.

And the said Town does, for itself, its successors and assigns, hereby covenant and agree that it will replace any fence which it may become necessary to remove during the construction of the said sewer, and will restore the premises to their original grade and condition at any time it may become necessary, under this agreement, to enter upon the lands for the purpose of constructing, altering or repairing the said sewer.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be hereunto affixed, the party of the second part has hereunto set her hand and seal, and the party of the third part has caused these presents to be signed by its Mayor, attested by its Clerk and its official seal to be hereto affixed the day and year first above written.

Attest:

Andrew S. Hegeman,
Secretary.

ENTCLAR
LAND
COMPANY
INCORPORATED
1926
NEW JERSEY

Entclar Land Co.

By P. Myers Heiges
President.

Attest:

Ronald C. Alford,
Town Clerk.

SEAL OF
THE TOWN OF
WEST ORANGE
ESSEX CO.
INCORPORATED
1903
NEW JERSEY

Julia B. Gillespie

Seal

The Town of West Orange

By Simeon H. Rollinson
Mayor.

of said corporation; that the said seal was so affixed and the said instrument signed and delivered by P. Meyers Heiges, who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me at
Orange, N.J. the date aforesaid.

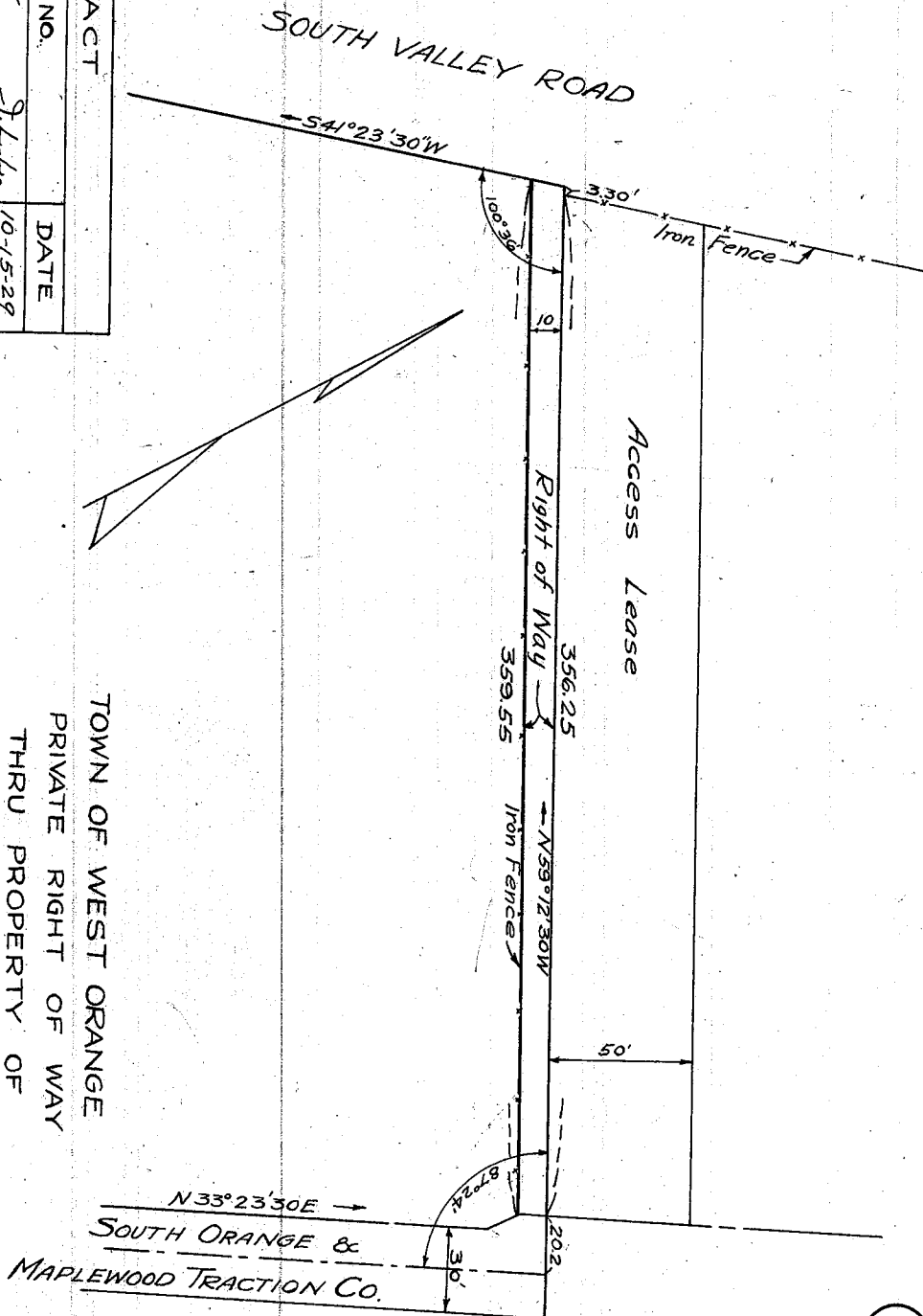
Andrew S. Hegeman
Secretary.

Ruth E. Jackson,
A Notary Public of New Jersey.
Notary Public of New Jersey.

RUTH E.
JACKSON
NOTARY
PUBLIC
NEW JERSEY

My Commission Expires Mar. 28, 1934.

CONTRACT	
DRAWING NO.	DATE
DRAWN BY	10-15-29
TRACED BY	10-17-29
CHECKED BY	10-17-29
REVISED	
ALEXANDER POTTER 50 CHURCH ST., N.Y.C.	



50 CHURCH ST.
NEW YORK CITY

ALEXANDER POTTER
CONSULTING ENGINEER
OCT. 1929

15/6A-2

STATE OF NEW YORK SS:
COUNTY OF NEW YORK

BE IT REMEMBERED, That on this 8th day of
January, in the year of our Lord One Thousand
Nine Hundred and Thirty one, before me, the subscriber, A Notary Public- personally appear-

any of the lands which he may have acquired by descent from Abram Slaff, deceased, and any lands, formerly of the said Abram Slaff, deceased, which he may have acquired from any heirs at law of the said Abram Slaff, though the said lands be not specifically set forth herein.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in
the presence of Victor Greenburg
STATE OF NEW JERSEY, SS:
COUNTY OF PASSAIC

George Slaff

Seal

BE IT REMEMBERED, That on this 5th day of September 1942, before me, the subscriber, an Attorney at Law of N.J. personally appeared George Slaff, single, who I am satisfied is the grantor mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Victor Greenburg, An Attorney at Law of N.J.

Received in the office June 22nd A.D. 1948, at 12:03 P.M.

No. 21

Recorded at the request of Samuel Slaff

ALBERT F. BALDWIN, JR. ET UX

TO

CHARLES J. BARKHORN, JR. ET UX

6/22/48
THIS DEED, Made the 18th day of June, in the year of our Lord, One Thousand Nine Hundred and Forty-eight, BETWEEN Albert F. Baldwin, Jr. and Carol R. Baldwin, his

wife, of the Town of West Orange, in the County of Essex and State of New Jersey, hereinafter known as the Grantors, And Charles J. Barkhorn, Jr. and Dorothy G. Barkhorn, his wife of the Town of West Orange in the County of Essex and State of New Jersey, hereinafter known as the Grantees,

(33.30) WITNESSETH, that in consideration of the sum of One Dollar and other good and valuable consideration, the said Grantors do grant, bargain, sell and convey, unto the said Grantees, their heirs and assigns forever, all that certain tract of land and premises, situate in the Town of West Orange, in the County of Essex and State of New Jersey, to wit:

BEGINNING in the southeasterly line of South Valley Road at a point therein distant two hundred forty-five feet and ten hundredths of a foot southwesterly from the south westerly line of Meeker Street and in line of lands of Ridgeview Community Church, running thence (1) along the line of lands of said Ridgeview Community Church south 46 degrees 2 minutes east ninety-five feet; thence (2) south 44 degrees 8 minutes west eighty-five feet and twenty-eight hundredths of a foot to the center line of the right-of-way hereinafter mentioned; thence (3) along the center line of the said right-of-way north 45 degrees 52 minutes west ninety-five feet to the aforesaid line of South Valley Road; thence (4) along the same north 44 degrees 8 minutes east eighty-five feet to the point and place of Beginning.

Being lot No. 7 on map entitled, "Property of A.F. Baldwin, Jr. Map of Silver Spring East, West Orange, N.J." surveyed by Louis DiMarzo, Jr. January, 1948.

Being part of the premises conveyed to the said Albert F. Baldwin, Jr. and Carol R. Baldwin, his wife by the Town of West Orange by deed dated May 4, 1948 recorded May 5, 1948 in Book A.111 of Deeds for Essex County on page 476, and also conveyed to the said Albert F. Baldwin, Jr. and Carol R. Baldwin, his wife by Edith H. Blake, single, by deed

1006/22/48

dated May 4, 1948, recorded May 5, 1948 in Book A.111 of Deeds for Essex County on page 474, &c. Said premises being conveyed expressly subject to zoning ordinances of the Town of West Orange.

TOGETHER with, and subject to, the free and common use, right, liberty and privilege of ingress from and egress to South Valley Road over a certain right-of-way or passage way, hereinafter more particularly described, in common with the owners, tenants and such other persons to whom the grantors may hereafter grant similar rights. The grantors hereby expressly reserve the right to construct and maintain, or to grant easements to the Town of West Orange for the construction and maintenance of sanitary sewers, storm sewers and other utilities therein. The said right-of-way is described as follows:

BEGINNING at a point in the southeasterly line of South Valley Road, distant three hundred twenty-three feet and ten hundredths of a foot measured southwesterly from the intersection formed by the said line of South Valley Road, with the southwesterly line of Meeker Street; thence (1) south 45 degrees 52 minutes east one hundred feet; thence (2) south 44 degrees 08 minutes west three hundred twenty-nine feet and sixty-four hundredths of a foot; thence (3) south 35 degrees 42 minutes 50 seconds west sixty-seven feet and thirty-eight hundredths of a foot; thence (4) north 54 degrees 17 minutes 10 seconds west ten feet; thence (5) north 35 degrees 42 minutes 50 seconds east sixty-eight feet and ten hundredths of a foot; thence (6) north 44 degrees 08 minutes east two hundred ninety-eight feet and thirty-six hundredths of a foot to a point of curve; thence (7) curving to the left on a circle whose radius is twenty feet for an arc length of thirty-one feet and forty-two hundredths of a foot; thence (8) north 45 degrees 52 minutes west seventy feet to the southeasterly line of South Valley Road; thence (9) along the said line of South Valley Road, north 44 degrees 08 minutes east fourteen feet to the point and place of Beginning.

And the grantees, for themselves, their heirs, executors, administrators and assigns do hereby covenant and agree that:

(a) No building shall be erected on said lot except one detached, single-family dwelling house having an aggregate livable floor area of less than one thousand square feet exclusive of garages and open porches if the building is one and one-half stories high and there is no provision for living quarters on the second floor, or less than twelve hundred square feet if the building is one and one-half or two and one-half stories high and there is provision for living quarters on two floors.

(b) No part of any building to be erected on said lot shall be nearer than thirty (30) feet from the side line of South Valley Road, except unenclosed porches, vestibules and bay windows; and no part of such building shall be nearer than four feet to the side lot lines.

(c) No garage or other outbuilding shall be built upon said premises unless the same is attached to the said dwelling house; nor shall any such garage or out-buildings, trailer, basement or tent at any time be used as a residence, either temporarily or permanently; nor shall any residence of a temporary character be erected thereon.

(d) No lot on said map shall be subdivided for the purpose of erecting thereon more than one dwelling house on the land comprising said lot prior to such resubdivision, except that the grantors reserve the right to re-subdivide the land shown on said Map or any part thereof, provided that no lot as re-subdivided shall have a mean width of less than sixty feet, or any area of less than five thousand square feet.

(e) No fence shall be erected or maintained along the boundary line of said lot provided, however, that this restriction shall not prevent the erection of ornamental

hedges along any such boundary line or an enclosure on the interior of any such lot designed for ornamental purposes or for the purpose of confining children or domestic animals within the same.

(f) No trade or business shall be carried on upon any such lot that shall in any wise be dangerous, offensive, unwholesome or annoying to the residents of the neighborhood.

(g) The said covenants and restrictions shall be construed to be real covenants running with the land and binding upon the Grantees, their heirs and assigns, as well as upon all persons who may hereafter derive title to the said premises or any part thereof, and shall expire and terminate on January 1, 1998.

(h) If the parties hereto, or any of them, or their respective heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before January 1, 1998, it shall be lawful for The Town of West Orange, or for any person or persons owning any other lot in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from so doing or to recover damages or other dues for such violation.

(i) It is further understood and agreed that the restrictive covenants herein contained are not, and shall not be construed to be neighborhood or tract restrictions and that the grantors reserve the right to impose other restrictive covenants on their remaining lands.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining. ALSO, all the estate, right, title interest, property, claim and demand whatsoever, of the said Grantors of, in and to the same, and of, in and to every part and parcel thereof. TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the said Grantees, their heirs and assigns, to the only proper use, benefit and behoof of the said Grantees, their heirs and assigns forever. AND the said Albert F. Baldwin, Jr. and Carol R. Baldwin, for themselves, their heirs, executors and administrators do covenant, promise and agree to and with the said Grantees, their heirs and assigns, that they have not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof of the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of M.C. Lindow
STATE OF NEW JERSEY, SS:
COUNTY OF ESSEX

Albert F. Baldwin, Jr. Seal
Carol R. Baldwin Seal

BE IT REMEMBERED, That on this 18th day
of June, in the year of our Lord One

thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of New Jersey, personally appeared, Albert F. Baldwin, Jr. and Carol R. Baldwin, his wife who, I am satisfied, are the grantors mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.