

## AFFIDAVIT

Rockaway Borough  
Land Use Board

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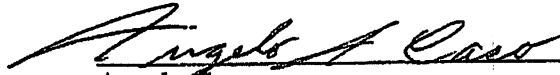
In Re: Angelo and Barbara Caso  
Application for Certificate of Non-Conformity  
and in the alternative a d(1) use variance

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I, Angelo Caso, being of full age and being duly sworn according to law, deposes and says:

1. My wife, Barbara Lesley Caso, and I are the owners of the property located at 5 Pleasant Place in Rockaway Borough, New Jersey, also known as Block 71, Lot 19 (the Property”).
2. We purchased the Property on May 10, 1973, nearly 50 years ago from Joseph Donofrio and Lucy Donofrio. When we purchased the Property, it consisted of one single-family residential home and one detached 3-car garage with a second-floor residential apartment. Attached as Exhibit A is a copy of our land survey dated May 3, 1973, from our original closing which describes the detached garage/residential apartment as “One story frame dwelling over 3 car garage”.
3. Both the residential home and the detached garage residential apartment were already rented to tenants when we purchased the Property in 1973. Attached as Exhibit B are copies of two letters from my attorney we used in April of 1973, both of which discuss the tenants who were already occupying the apartment over the garage. I submit that the attached survey and attorney correspondence is evidence that the residential apartment over the garage was existing and occupied by tenants prior to April of 1973. I also have attached as Exhibit C a copy of our deed evidencing we closed title on the Property on May 10, 1973.
4. Prior to closing in 1973 I personally went to the municipal offices and asked about the tenants at the Property, and I was told that the use was grandfathered in since the garage apartment had been there a long time. The sellers who we purchased the Property from were Joseph and Lucy Donofrio and they were very well known in the Borough, so everyone I spoke with was familiar with the Property.

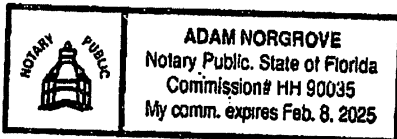
5. After we closed title, we lived in the main home and the tenant in the garage apartment continued to live there for many years. The garage apartment has always been occupied by tenants over the entire time we have owned the Property, spanning some 50 years.

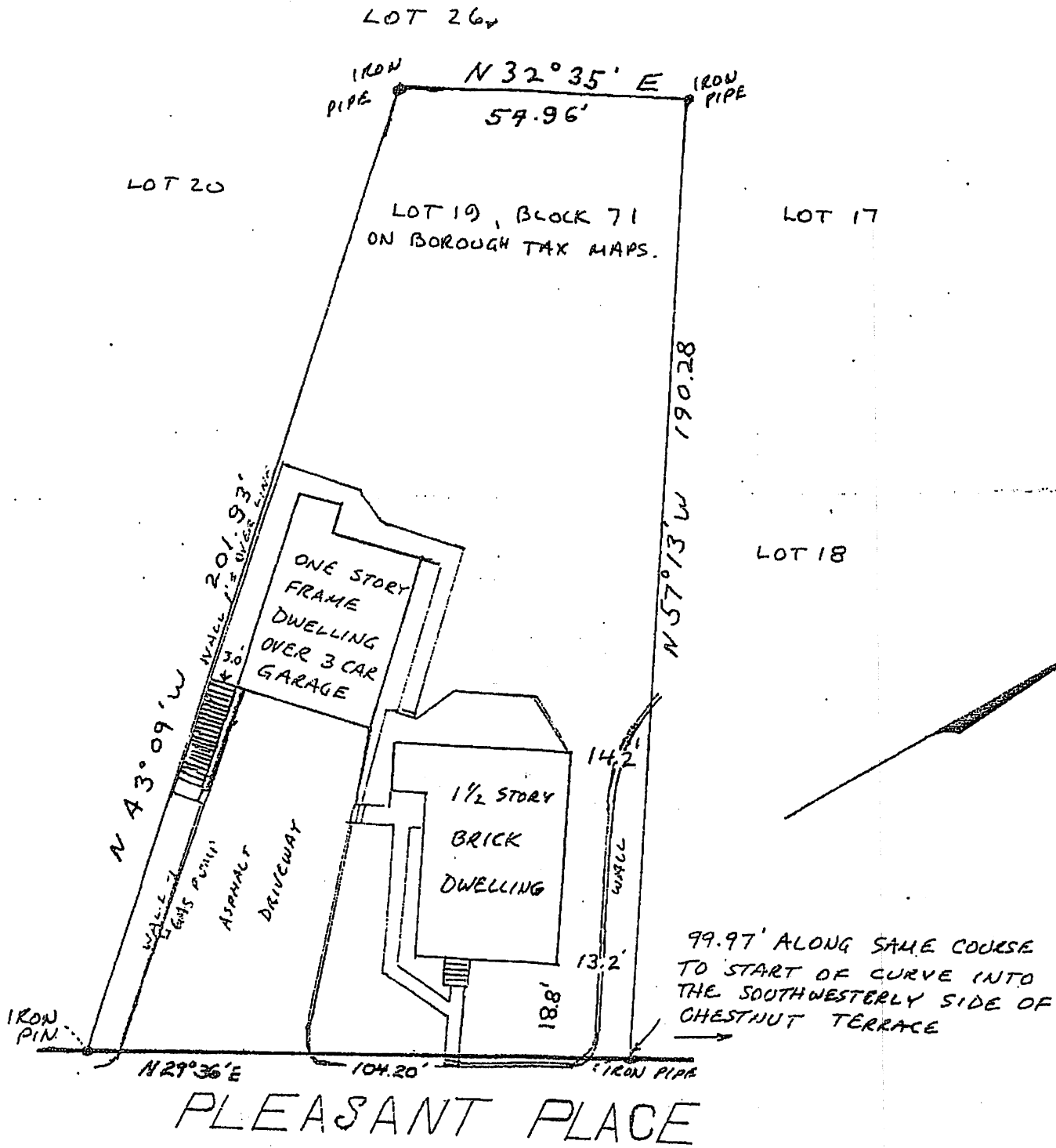
  
Angelo Caso

Sworn to and subscribed before me  
this 7 day of December, 2022.

  
Notary Public

The foregoing instrument was acknowledged before me this  
7th day of December, 2022 by Angelo Caso who  
provided a Florida Drivers license as identification.





PLEASANT PLACE

CERTIFIED TO New Jersey Realty Title Insurance Company; Yauch, Peterpaul & Clark, Esqs.; Angelo A. Caso and Barbara L. Caso, His wife; Morris County Savings Bank AND ALL OTHER PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED.

PROPERTY SURVEY

FOR  
 ANGELO A. & BARBARA L. CASO  
 ROCKAWAY BOROUGH, MORRIS CO., N. J.  
 SCALE 1" = 30' May 3, 1973

Marion P. Connolly  
 N. J. LICENCE # 46195

JACOB L. LENOX, PROF. ENGINEER & LAND SURVEYOR  
 101 WHITE MEADOW ROAD, ROCKAWAY, N. J.  
 PHONE 627-2287 ZIP NO. 07868

BOOK PAGE  
 JOB NO.

YAUCH, PETERPAUL & CLARK  
One Cleveland Place  
Springfield, New Jersey 07081

**YAUCH, PETERPAUL & CLARK**

COUNSELLORS AT LAW

(YAUCH & FAGAN)

JOHN H. YAUCH, SR. - COUNSELOR  
JAMES E. FAGAN (1937-1970)  
FRANK J. PETERPAUL  
JOHN H. YAUCH, JR.  
JAMES B. CLARK  
EDWARD J. GILHOOLY

April 23, 1973

11 COMMERCE STREET  
NEWARK, NEW JERSEY 07102

(201) 623-3343

Mr. and Mrs. Angelo Caso  
193 Horseneck Road  
Fairfield, New Jersey

Re: Donofrio to Caso

Dear Mr. and Mrs. Caso:

I have received a signed contract from the sellers. The sellers' attorney advises me that the tenants may be vacating. You might check into this and advise me.

Also, the Morris County Savings Bank advises me that they are waiting for a verification of employment as to Mr. Caso. You should make a special point to follow up on your mortgage.

Please call me at our new office. On April 23, 1973 our new office is located at:

One Cleveland Place  
Springfield, New Jersey 07081  
467-8855

Very truly yours,

  
Edward J. Gilhooly

EJG/bms

Exhibit B

**YAUCH, PETERPAUL & CLARK**

COUNSELLORS AT LAW

(YAUCH & FAGAN)

JOHN H. YAUCH, SR.—COUNSEL  
JAMES E. FAGAN (1937-1970)  
FRANK J. PETERPAUL  
JOHN H. YAUCH, JR.  
JAMES B. CLARK  
  
EDWARD J. GILHOOLY

April 29, 1973

11 COMMERCE STREET  
NEWARK, NEW JERSEY 07102  
  
(201) 623-3343

Thomas Vecchio, Esq.  
James, Wyckoff, Vecchio & Thomas  
64 Diamond Spring Road  
Denville, New Jersey

Re: Caso from Donofrio

Dear Mr. Vecchio:

Confirming our phone conversation of April 27, 1973, the closing is now scheduled for 10 a. m. at the Morris County Savings Bank on May 10, 1973. The original time was 2 p. m. Either I or John Yauch will attend.

In an earlier letter to you, I indicated that Mr. and Mrs. Caso did not wish to evict the tenants. Therefore, it will not be necessary to withhold monies from the closing on this account. However, as we agreed on the phone, you will represent on the closing statement that the tenants are month to month. It is also understood that you did not notify the tenants of an increase in rent.

Very truly yours,

Edward J. Gilhooly

EJG/bms

cc: Morris County Savings Bank  
Mr. and Mrs. Angelo Caso

Exhibit B

2 of 2

RECEIVED

**This Deed**, made the 10th day of May 19 73 ,

Between

57316

JOSEPH DONOFRIO and LUCY DONOFRIO, his wife,

residing at Chestnut Terrace  
in the Borough of Rockaway in the County of  
Morris and State of New Jersey herein designated as the Grantors,  
And

ANGELO A. CASO and BARBARA L. CASO, his wife,

about to be  
residing or located at Chestnut Terrace  
in the Borough of Rockaway in the County of  
Morris and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of FIFTY THOUSAND & 00/100

(\$50,000.00) -----DOLLARS

lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the  
Borough of Rockaway in the  
County of Morris and State of New Jersey, more particularly described as follows:

BEGINNING at a point on the northwesterly side of Pleasant Place which point, measured along said side is 99.97 feet southwesterly from the beginning of a curve into the southwesterly side of Chestnut Terrace; thence running (1) North 57° 13' West 190.28 feet; thence (2) South 32° 35' West 54.96 feet; thence (3) South 43° 09' East 201.93 feet to the said northwesterly side of Pleasant Place; thence (4) along said northwesterly side of Pleasant Place North 29° 36' East 104.20 feet to the point and place of BEGINNING.

This description is according to a survey by Jacob L. Lenox, dated May 3, 1973.

BEING a portion of the premises conveyed to Lucy Donofrio by deed of Rockaway Park Lakes, Inc., dated September 8, 1927 and recorded October 25, 1927 in the Morris County Clerk's Office in Book W-30, page 219; and further BEING a portion of the premises conveyed to Joseph Donofrio, Sr. and Lucy Donofrio, his wife, by deed of Luigi Susco and Yolanda Susco, his wife, dated August 1, 1960 and recorded August 25, 1960 in the Morris County Clerk's Office in Book F-72, page 120&c.

COUNTY OF MORRIS  
CONSIDERATION 50,000.00  
REALTY TRANSFER FEE 50.00  
DATE MAY 14 1973 BY [Signature]

MORRIS COUNTY CLERK'S OFFICE  
[Signature]

MAY 14 11 07 AM  
RECEIVED

Exhibit C

pd.  
9-  
10x pd.  
57

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

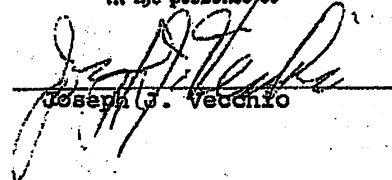
And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

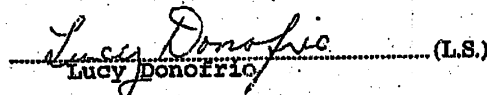
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

  
Joseph J. Vecchio

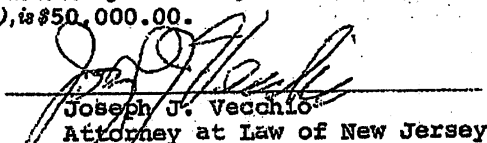
 (L.S.)  
Joseph Donofrio

 (L.S.)  
Lucy Donofrio

State of New Jersey, County of MORRIS ) ss.: Be it Remembered,  
that on May 10th 1973, before me, the subscriber, An Attorney at  
Law of New Jersey,  
personally appeared JOSEPH DONOFRIO and LUCY DONOFRIO, his wife,

who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1965, c. 49, Sec. 1 (c), is \$50,000.00.

Prepared by: Joseph J. Vecchio

  
Joseph J. Vecchio  
Attorney at Law of New Jersey

# Index

JOSEPH DONOFRIO and  
LUCY DONOFRIO, his wife

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ANGELIO A. CASO and  
BARBARA I. CASO, his wife

<i>Dated</i>	May 10th	19 73
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Record & Return to:

*Research Pittsburgh & Clark  
One Cleveland Place  
Springfield, Pa. 17081*