

PB# 83-1

Lands of Fred Warmer

#83-1

Loade of Fred Warner Soldier Co

Charge

Approved 1/26/83
filed with T.C. 1/31/83
ph.

TOWN OF NEW WINDSOR			General Receipt		5069
555 Union Avenue New Windsor, N. Y. 12550			Jan 26		19 83
Received of <u>Paul Capicchiom</u>			\$25. ⁰⁰		
<u>Twenty Five</u>					DOLLARS
For <u>Application fee (Fred Warner)</u>					
DISTRIBUTION <u>83-V</u>			By <u>Pauline Townsend</u>		
			<u>Town Clerk (ph)</u>		Title
FUND	CODE	AMOUNT			
<u>Check</u>	<u>hot line</u>				
<u>04073</u>	<u>Change</u>				

Williamson Law Book Co., Rochester, N. Y. 14609

Date January 26 1983

Application No. 83-1

APPLICATION FOR SUBDIVISION APPROVAL

Town of New Windsor, 555 Union Avenue, Orange County, N.Y.
Tel: 565-8808

Application is hereby made for subdivision of lands situated in the Town of New Windsor and described as follows:

1. Name of subdivision Lot line Change, Lands of Frederic Warmers
2. Location 316 Blooming Grove Tpk, W. Side, 264' No. of Oakwood Terrace
3. Acreage 27,700 SF ± 4. Number of lots 2 5. Zone NC
6. Name & address of subdivider Paul Capicchioni
316 Blooming Grove Tpk., New Windsor, N.Y. 12550
7. Name & address of record owner of land Frederic Warmers
8. Present and intended uses Real Estate Office to remain the same

The undersigned applies for subdivision approval of the above described lands under the rules and procedure of the "Land Subdivision Regulations of the Town of New Windsor" as duly authorized by the Town Board of New Windsor, New York. Upon approval of the Preliminary Layout of said subdivision the applicant agrees to install such utilities as are required and to complete the streets as finally approved by the Planning Board or in lieu of this to post a performance bond as set forth and provided in the "Land Subdivision Regulations". Copies of the Preliminary Layout are hereby attached.

Compliance with requirements shall be the sole responsibility of the applicant or his representative and it is suggested a copy of the Subdivision Regulations be obtained to avoid rejection of the plans. Seven (7) copies of the plans are required.

Fees are due and payable upon submission of the preliminary plans. All checks are to be made payable to the Town of New Windsor.

Signature of applicant

Paul Capicchioni

100-167

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 18th day of January , nineteen hundred and eighty-three, **BETWEEN** FREDERIC J. WARMERS, residing at P. O. Box 148, in the Town of Newburgh, County of Orange and State of New York,

party of the first part, and JILL A. CAPICCHIONI, residing at P. O. Box 4290, in the Town of New Windsor, County of Orange and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100ths - -
- - - - - (\$10.00) - - - - - dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of New York State Route 94, also known as Blooming Grove Turnpike, said point being located North 82° 50' 50" East, 702.30 feet from the southwesterly corner of lands conveyed by Tessie W. Warmers et anos. to Warmers Construction Corporation by deed Liber 1435, page 434; thence

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SUBJECT, however, to a Purchase Money Note and Mortgage in the principal sum of \$62,000.00, of even date herewith and intended to be recorded simultaneously herewith, given to secure a portion of the purchase price herefor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

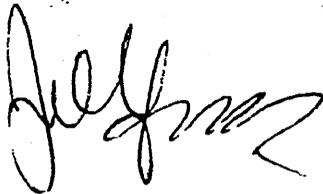
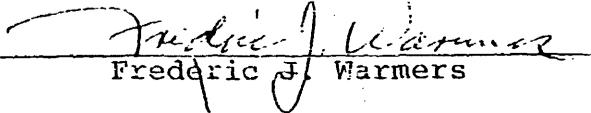
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so require

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

A large, stylized handwritten signature in black ink, appearing to be 'J. J. ...'.A handwritten signature in black ink that reads 'Frederic J. Warmers'. Below the signature is a horizontal line, and underneath the line, the name 'Frederic J. Warmers' is printed in a serif font.

On the 18th day of January, 1983, before me personally came Frederic J. Warmers

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Vincent J. Tangredi
Notary Public

VINCENT J. TANGREDI
Notary Public, State of New York
No. 4707715
Qualified in Orange County
Term Expires March 30, 1983

On the _____ day of _____ 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he is the _____ of _____;

_____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the _____ day of _____ 19____, before me personally came _____

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

On the _____ day of _____ 19____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he knows _____;

_____ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw _____ execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

NW - 169

SECTION

BLOCK

LOT

COUNTY OR TOWN

FREDERIC J. WARMERS

TO

JILL A. CAPICCHIONI

RETURN BY MAIL TO:

JERALD FIEDELHOLTZ, P.C.
270 Quassaick Avenue
Post Office Box 4088
New Windsor, N.Y. 12550
Zip No.

Reserve this space for use of Recording Office.