

ZB# 74-21

Harris / Laskin

27-27-3

74-21

Harris / Laskin -

Public Hearing
Oct. 28, 1974
8 p.m.

All fees paid

12 return receipts.

LAW OFFICES

Daniel J. Bloom
Peter F. Bloom

October 30, 1974

ROUTE 94 POST OFFICE BOX 477
(AT THE PROFESSIONAL CIRCLE)
VAILS GATE, NEW YORK 12584

TELEPHONE (914) 561-6920

Alfred F. Cavalari, Esq.
P.O. Box
Vails Gate, New York 12584

RE: Zoning Board of Appeals - Town of New Windsor
Our File No. 1037
(U.S. Coast Guard Building)

Dear Al:

C
O
P
Y
There is presently pending before the Zoning Board of Appeals of the Town of New Windsor an application for variance that relates to property, which I am given to understand has been conveyed to the Town of New Windsor by the U.S. Coast Guard and to be utilized as a recreation building only, located on River Road.

In order that an appropriate determination may be made by the Board, may I request that you kindly forward a copy of the deed to the Town in the above matter to my office at your early convenience.

Thank you.

Sincerely yours,

DANIEL J. BLOOM

DJB/cal

cc Mr. Fred Wygant, Chairman
Zoning Board of Appeals
c/o Newburgh Savings Bank
94 Broadway
Newburgh, New York 12550

Forge Hill Road
New Windsor, N. Y.
September 22, 1974

Joseph LoScalzo, Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, N. Y. 12550

RE: LASKIN INTERPRETATION

Dear Mr. LoScalzo:

The following interpretation was made at
a recent meeting of the Zoning Board of Appeals:

After due deliberation regarding Section 27-
27.3 of the Junk Yard Statute of the Town of New Windsor,
the Zoning Board of Appeals of the Town of New Windsor,
based upon the inquiry of the Planning Board of the Town of
New Windsor, with respect to the propriety of establishing
a junkyard within 500 feet of the Naval Reserve Building
previously conveyed to the Town of New Windsor and
concluded that the same building was a "public Building"
within the meaning of the statute and, therefore, permission
to construct a junk yard should, in fact, be denied.

Yours truly,

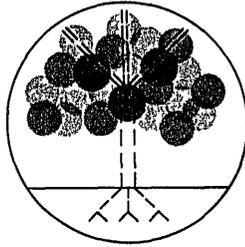
FRED WYGANT, Chairman

/pd

cc: Benjamin Harris, Realtor
Route 9W
New Windsor, N. Y. 12550

Department of Planning

Peter Garrison, AIP, Commissioner
Edwin J. Garling, AIP, Deputy Commissioner



The County Building
Goshen, New York 10924
(914) 294-5151

County of Orange

Louis V. Mills, County Executive

October 23, 1974

Mr. Fred Wygant, Chairman
c/o Mrs. Patricia Delio, Secretary
Town of New Windsor Zoning Board of Appeals
7 Franklin Avenue
New Windsor, New York

Re: Variance - Consolidated Iron and Metal
River Road

Dear Mr. Wygant:

Our office has reviewed the application of Consolidated Iron and Metal for a variance according to Section 239, 1 and m, Article 12-B of the General Municipal Law of the State of New York.

County approval is hereby granted.

Very truly yours,

Peter Garrison
Peter Garrison
Commissioner of Planning

hc
enc.

Reviewed by: Joel Shaw
Senior Planner

cc: J. Loscalzo, Chairman
Planning Board



1768

OFFICE OF THE PLANNING BOARD

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Action needed

letter to Jos. Loscalzo
cc: Ben Harris September 14, 1974

Mr. Fred Wygant, Chairman
Zoning Board of Appeals
Town Hall
555 Union Avenue
New Windsor, New York, New York

Subject: Laskin Junk Yard

Dear Mr. Wygant:

The Planning Board would like clarification with reference to the above subject matter to the New Windsor Code Chapter 27-27.3 regarding 500 feet stipulation from any public building.

This question arose with to the location of the Naval Reserve Building which is now Town property.

Respectfully,

JOSEPH LOSCALZO
Chairman

JL:sh

Adopted 12/20/65

APPLICATION FOR VARIANCE

Application No. 74-21

Date: _____

TO THE ZONING BOARD OF APPEALS OF THE TOWN OF NEW WINDSOR, NEW YORK

I (We) National Bank of Commerce of Dallas 1525 Elm Street, Dallas, Texas
Consolidated Iron & Metal Company, Inc. of Foot of Washington St., Newburgh, New York
(Street & Number)

~~XXXXXXXXXXXX~~

HEREBY MAKE

(State)

APPLICATION FOR A VARIANCE:

A. Location of the Property River Road, New Windsor, New York GI
(Street & Number) (Zone)

B. Provision of the Zoning Ordinance Applicable: (Indicate the article, section, sub-section and paragraph of the Zoning Ordinance applicable, by number. Do not quote the ordinance.) 27-27.3 Art. IV

C. NOTE: NECESSARY FINDINGS: Before any Variance is granted, the Zoning Board of Appeals must find all of the following conditions to be present:

1. Conditions and circumstances are unique to the applicant's land, structure or building and do not apply to the neighboring lands, structures or buildings in the same zone because: We are zoned correctly for our designated use. The question of the former Coast Guard building must be resolved.

2. Strict application of the provisions of this ordinance would deprive the applicant of a reasonable use of the land, structure or building in a manner equivalent to the use permitted to be made by other owners of their neighboring lands, structures or buildings in the same zone because: We are zoned correctly. The question of the former Coast Guard building must be resolved.

3. The unique conditions and circumstances are not the result of actions taken of the applicant subsequent to the adoption of the Ordinance because: We are zoned correctly. The question of the former Coast Guard building must be resolved.
We do not agree that the donation of the Coast Guard building to the town makes it automatically a public building. However, if we are given a variance it will eliminate the need to determine whether or not it is a public building.

4. Relief, if approved, will not cause substantial detriment to the public good or impair the purposes and intent of this Ordinance because: We are zoned correctly.

for our designated use, The question of the former Coast Guard building must be resolved.

5. Relief, if approved, will not constitute a grant of special privilege inconsistent with the limitations upon other properties in the zone because: We are zoned

correctly for our designated use. The question of the former Coast Guard building must be resolved.

D. Describe in detail how the property is to be used and submit plans or sketches in duplicate.

The property is to be used to recycle ferrous and non-ferrous metal with a modern shredder, installation to exceed 1 million dollars.

E. Application to be accompanied by two checks, one payable to the Town of New Windsor in the amount decided by the Board and the second check payable to the Secretary for taking the public hearing minutes. Applications to be returned to: Secretary of ZBA.

F. NOTICE OF HEARING: Applicant agrees to send notice of any public hearing via registered or certified mail to all abutting land owners as required by Sec. 9.4.1. of the Ordinance.

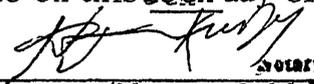
G. If the property in question is located within a radius of 500 ft. of an adjoining municipality, the Board should be notified. Also, have your attorney check Sec. 239 l&M of the Gen. Municipal Law to see if it applies. If so, notify the Orange County Planning Board by sending them an application.

Dated: October 15, 1974


Signature of Applicant

STATE OF NEW YORK) SS.:
COUNTY OF ORANGE)

Sworn to on this 15th day of October, 1974.


HYMEN KNOPP
Notary Public in the State of N. Y.
Residing in Orange County
Orange County Clerk's #830
My commission expires Mar 30 1975

200 Route 9W, New Windsor, N.Y.
Address 12550

(914) 562-3800
Telephone Number

(DO NOT WRITE IN THIS SPACE)

Application No. _____
Date of Hearing _____
Date of Decision _____

denied.

Date Received _____
Notice Published _____

DECISION:

Public Hearing - ~~to~~ Oct. 28, 1974

Re: Laskin - Ben Harris - National Bank of Commerce

Name:

Address:

Antonette Cimorelle River Rd. 300 D, 4

Ebira Cimorelle " " "

Joseph Pusatti 35 Walnut St New Windsor

John J. Alfeld River Rd New Windsor

Public Hearing - Oct. 21st. - 8 p.m.
Application of Laskin / Bank of Commerce

Name:

Address:

Joseph Puscette 35 Walnut St New Windsor N.Y.
~~John J. Olsfeld~~
Raymond Shouse Box 62. Montgomery N.Y.
John J. Olsfeld
Mrs. Anthony A. Cimorelli River Rd. m. 514
Antonette J. Cimorelli River Rd. m. 514
Rena Bozzone 186 Cassa La New Windsor

BENJAMIN HARRIS REALTY, INC.

INDUSTRIAL - COMMERCIAL



MORTGAGES - MANAGEMENT - LEASES

200 Route 9W, New Windsor, N. Y 12550
one mile South of Newburgh

Telephone 914 - 562-3800

September 23, 1974

New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

Attn: Joseph Loscalzo, Chairman

Gentlemen:

We represent Consolidated Iron Works who wish to use the Metallurgical Resources property located on River Road, Town of New Windsor, for metal recycling.

We have appeared before the New Windsor Planning Board on several occasions and described at great length the operation of a metal shredder needed for this operation. There does not seem to be any resistance to a metal shredder but the clamor begins when the word 'junkyard' is mentioned. Therefore we request that you designate the land and buildings known as Metallurgical Resources as an area where ferrous and non-ferrous metal may be recycled. The last known use of the property was for the recycling of metal and in that respect the intended use of the property has not changed.

If this property is designated as a metal recycling area, then all of the other privileges of a 'junkyard' such as collection of rags, paper, bottles, and the storage and retail sales of used parts for cars, etc., are eliminated. This designation would allow for the recycling of ferrous and non-ferrous metal only.

Cordially yours,

Benjamin Harris Realty, Inc.

Benjamin Harris, Realtor

BH/bs

QUITCLAIM DEED

Deputy

The UNITED STATES OF AMERICA, acting by and through the Regional Director Northeast Region, Bureau of Outdoor Recreation, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 37 as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084) and regulations and orders promulgated thereunder (hereinafter referred to as Grantor), for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the Town of New Windsor, New York, with offices at 555 Union Avenue, New Windsor, New York (hereinafter referred to as Grantee), does hereby remise, release, and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restriction conditions, and covenants hereinafter set forth, all right, title, and interest of the Grantor in and to the following described property situated in the Town of New Windsor, County of Orange, State of New York, and more particularly described as follows:

Beginning at a bolt in a concrete monument on the United States Navy line and near the intersection of the northerly line at a private dirt road and county highway right-of-way line; thence N 35° 52' 30" E, 250.0 feet to a monument; thence S 69° 35' E, 166.47 feet to a point in the westerly right-of-way line of the West Shore Railroad Company; thence S 20° 25' W, 320 feet along said railway right-of-way line; thence along a line bearing N 59° 50' W, for a distance of 163.0 feet; thence along a line bearing N 47° 49' W, for a distance of 44.3 feet; thence along a line bearing N 21° 25' W, for a distance of 47.0 feet to the first mentioned point and place of beginning.

The property herein conveyed contains 1.4 acres, more or less, and was formerly known as the Naval Reserve Center, N-NY-699, under the administrative jurisdiction of the Department of the Navy, an agency of the United States Government.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises.

SUBJECT TO any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and public utilities affecting the property herein conveyed.

TO HAVE AND TO HOLD the above premises, subject to the easements, reservations, exceptions, restrictions, conditions, and covenants herein enumer-

Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 37 as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084) and regulations and orders promulgated thereunder (hereinafter referred to as Grantor), for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the Town of New Windsor, New York, with offices at 555 Union Avenue, New Windsor, New York (hereinafter referred to as Grantee), does hereby remise, release, and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restriction conditions, and covenants hereinafter set forth, all right, title, and interest of the Grantor in and to the following described property situated in the Town of New Windsor, County of Orange, State of New York, and more particularly described as follows:

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TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises.

SUBJECT TO any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and public utilities affecting the property herein conveyed.

TO HAVE AND TO HOLD the above premises, subject to the easements, reservations, exceptions, restrictions, conditions, and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

LIBER 1975 PG 638

There are excepted from this conveyance and reserved to the Grantor all oil, gas, and other minerals in, under, and upon the lands herein conveyed, together with the right to enter upon the land for the purpose of mining and removing the same.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Town of New Windsor, New York.

It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

✓ 1. The property shall be used and maintained exclusively for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by Grantee on the 9th day of August 1973, as amended the 10th day of September 1973 and the 18th day of September 1973, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

✓ 2. The Grantee shall within twelve months of the date of this deed remove fencing encroaching on the northern boundary of the private lands of the Mid Valley Petroleum Corporation.

✓ 3. The Grantee shall within six months of the date of this deed erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreational area and has been acquired from the Federal Government for use by the

LIBER 1975

eyes, together with the right to enter upon the land for the purpose of mining and removing the same.

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LIBERTY/5 PG 040

(4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity), who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

LIBER 1975 PG

other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 29th day of March, 1974.

UNITED STATES OF AMERICA
BY Anthony M. Corleone
Deputy Regional Director
Northeast Region
Bureau of Outdoor Recreation
Room 9310, Federal Building
600 Arch Street
Philadelphia, Pennsylvania

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss #

On this 29th day of March, 1974, before me, the subscriber, personally appeared Anthony M. Corleone, to me known and known to me to be the Regional Director, Northeast Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Carol Ann Beecher
NOTARY PUBLIC



My Commission expires:

CAROL ANN BEECHER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES OCT. 13, 1973
Member, Pennsylvania Association of Notaries

In the Court of Common Pleas of Philadelphia County No. 5036
Commonwealth of Pennsylvania
County of Philadelphia, ss.

I, AMERICO V. CORTESE, Prothonotary of the Court of Common Pleas of said county, which is a Court of Record having an official seal, being the officer authorized by the laws of the Commonwealth of Pennsylvania to make the following Certificate,
Carol Ann Beecher
do Certify, That _____ Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania.



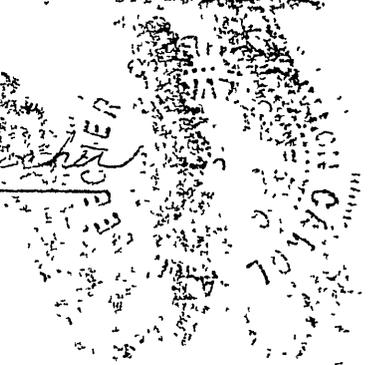
IN ITS NAME AND ON ITS BEHALF THIS THE 21 day of MARCH, 1974.

UNITED STATES OF AMERICA
BY Anthony M. Carlinio
Deputy Regional Director
Northeast Region
Bureau of Outdoor Recreation
Room 9310, Federal Building
600 Arch Street
Philadelphia, Pennsylvania

STATE OF Pennsylvania
COUNTY OF Philadelphia SS

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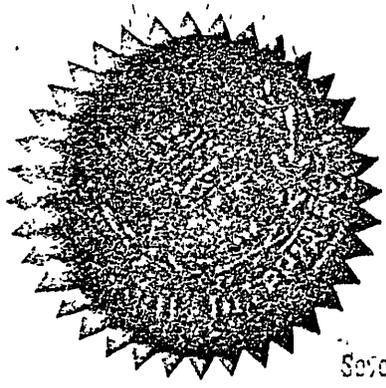
Carol Ann Beecher
NOTARY PUBLIC



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PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES OCT. 13, 1973
Member, Pennsylvania Association of Notaries

In the Court of Common Pleas of Philadelphia County No 5036
Commonwealth of Pennsylvania
County of Philadelphia, ss
I, AMERICO V CORTESE, Prothonotary of the Court of Common Pleas of said county, which is a Court of Record having an official seal, being the officer authorized by the laws of the Commonwealth of Pennsylvania to make the following Certificate,



do Certify, That Carol Ann Beecher Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said Commonwealth of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere, and that I am well acquainted with the handwriting of the said NOTARY PUBLIC and verily believe the signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the Commonwealth of Pennsylvania.
The impression of the seal of the Notary Public is not required by law to be filed in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this Third day of APRIL in the year of our Lord one thousand nine hundred Seventy-Four (1974)
By F. J. Mastrogiovanni Deputy Prothonotary
917

LIBER 1975 PG 042

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

TOWN OF NEW WINDSOR, NEW YORK

By _____

Title

State of _____)
COUNTY OF _____) ss

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 _____, that he is the _____ of the Town of New Windsor, New York, the corporation described in and which executed the foregoing acceptance and that he knows the seal of said corporation; that the seal affixed to said acceptance is such corporate seal; that it was so affixed by the order of the _____ of said corporation by resolution dated _____, and that he signed his name thereto by like order.

NOTARY PUBLIC

My Commission expires:

LIBER 1975 PG 6

ditions, covenants and agreements therein contained.

TOWN OF NEW WINDSOR, NEW YORK

By _____

Title

State of _____)
COUNTY OF _____) ss

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 _____, that he is the _____ of the Town of New Windsor, New York, the corporation described in and which executed the foregoing acceptance and that he knows the seal of said corporation; that the seal affixed to said acceptance is such corporate seal; that it was so affixed by the order of the _____ of said corporation by resolution dated _____, and that he signed his name thereto by like order.

NOTARY PUBLIC

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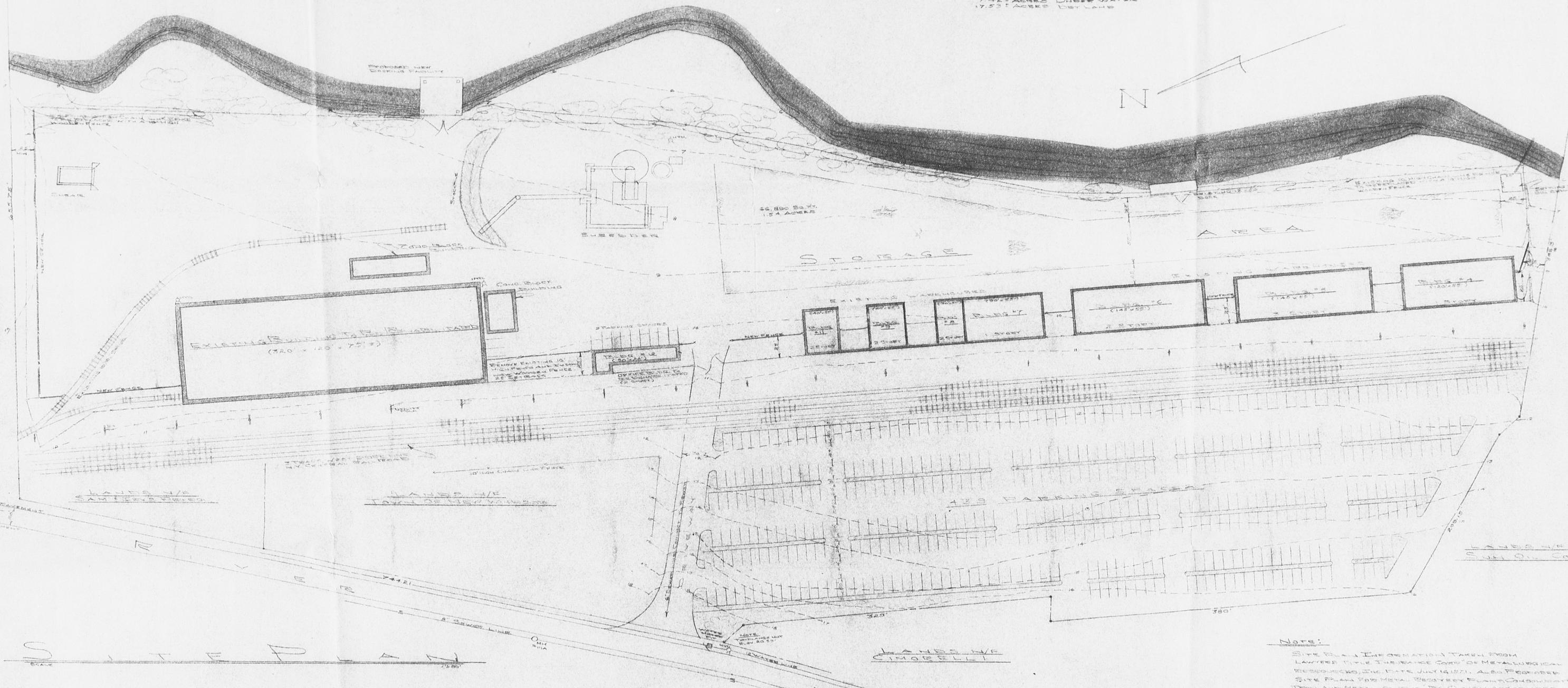
H U D S O N

R I V E R

257 ACRES TOTAL

742 ACRES UNDER WATER
17.53 ACRES DRY LAND

N



S I T E P L A N

JUNKYARD RESTRICTIONS:

JUNKYARD TO BE LOCATED IN A G-ZONE ONLY
 NO PART OF ANY JUNKYARD SHALL BE WITHIN 500 FT. OF ANY CHURCH, SCHOOL, HOSPITAL, PUBLIC PARK, PUBLIC USE, OR PLACE OF PUBLIC ASSEMBLY
 NO PART OF THE JUNKYARD WILL BE CLOSER THAN 25 FT. FROM ANY PUBLIC HIGHWAY ROW LINE OR FROM ANY ADJOINING PROPERTY LINE
 THE JUNKYARD SHALL BE ENCLOSED BY A WOODEN FENCE, 10 FT. IN HEIGHT ABOVE THE LEVEL OF THE HIGHWAY. THE FENCE WILL NOT BE CLOSER THAN 25 FT. FROM ANY PUBLIC HIGHWAY OR ROW LINE.

Note:
 SITE PLAN INFORMATION TAKEN FROM LAWYER FILE INSURANCE CORP. OF METALLOGICAL RECOVERY, INC. DATE JULY 14, 1971. ALSO PROVIDED SITE PLAN FOR METAL RECOVERY PLANT, CONQUERANT, IRON AND METAL CO. INC. BY CLOUGH ASSOCIATES CONSULTING ENGINEERS DATE AUG. 2, 1974

SITE PLAN	2100
PROPOSED SITE PLAN FOR METAL RECOVERY PLANT	680
CONQUERANT, IRON & METAL CO. INC.	7/1/74
George J. Shaw Jr., P. E. Consulting Engineers 162 Grand St. Newburgh, N. Y. 12550	1/25