

ZB# 78-2

John Milkovich

35-1-2

Public Hearing

~~Dec. 12, 1977~~

Jan. 9, 1978

~~8:00~~ - 8:15 pm.

\$25.00 fee due

GENERAL RECEIPT

3517

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF

John Milkovich

Jan 11

19 78

\$ *25.00*

Twenty five and 00/100 DOLLARS

FOR

Variance Fee #78-2

(Zoning)

DISTRIBUTION:

FUND	CODE	AMOUNT
<i>25.00</i>		
<i>Check</i>		

BY

Charlotte Marston

Deputy

TITLE

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

In the Matter of the Application of

JOHN MILKOVICH and ETHEL MAE MILKOVICH and
ALBERT E. PUSHMAN,

DECISION GRANTING
USE VARIANCE

Application #77-33.

WHEREAS, JOHN MILKOVICH and ETHEL MAE MILKOVICH of 38 Garden Street, Cold Spring, New York, have applied to the Zoning Board of Appeals for a use variance to permit construction of a one-family dwelling in a PI (Planned Industrial) zone on property owned by ALBERT E. PUSHMAN, located on The Causeway, a/k/a Fisher's Lane, Town of New Windsor, Orange County, New York; and

WHEREAS, a public hearing was held on the 9th day of January, 1978 before the Zoning Board of Appeals at which time several adjacent property owners appeared in favor of the application before the board; and

WHEREAS, notice of public hearing was duly sent to residences and businesses as prescribed by law, and published in The Evening News, also prescribed by law; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter.

1. The requested use variance would not affect the general character of the neighborhood.
2. The proposed one-family residence to be constructed is in good taste and will upgrade the property since it was previously a vacant lot.

WHEREAS, the Zoning Board of Appeals makes the following determinations of law in this matter:

1. The variance sought is not substantial in relation to the legally required use variance.

2. The request will not be detrimental to the character of the neighborhood.

NOW THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor hereby grants the use variance requested for a one-family residence in a PI (Planned Industrial) zone on property located on The Causeway, a/k/a Fisher's Lane, in the Town of New Windsor, N.Y.

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the applicant, the Town Planning Board, and the Town Clerk.

Dated: March 27, 1978.

S/ Vincent Bivona
Vice Chairman

(914) 565-8550

January 11, 1977

Mr. John Milkovich
38 Garden Street
Cold Spring, N. Y. 10516

RE: APPLICATION FOR USE VARIANCE BEFORE ZONING BOARD OF
APPEALS #78-2
TOWN OF NEW WINDSOR, NEW YORK

Dear Mr. Milkovich:

This letter is to confirm that your above application for a use variance was granted at the January 9, 1978 meeting of the Zoning Board of Appeals. I received your check for application fee in the sum of \$25.00 in the mail today. Thank you.

If I can be of further assistance to you and Mrs. Milkovich, please do not hesitate to call upon me.

Very truly yours,

PATRICIA RAZANSKY, Secretary

/pr

cc: Town Planning Board
Attn: Ernest Spignardo, Chairman

Howard Collett, Bldg./Zoning Inspector
Town of New Windsor

1/9/78

Public Hearing - John Milkovich - 8:15 pm.

Name:

Address:

Valerie Neuman	RD 2 Box 21 Newburgh, NY
Francis Horni	91 Melville Ave N.W.
Dominick Francis	TEMPLE HILL RD N.W.
Stephen Presutti	Temple Hill RD # Causeway
Shirley Wasef	The Causeway RD 2 N.W.
Jenne Wolf	The Causeway RD #2 N.W.

(No objections)

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

77-33
(Number)

12/16/77
(Date)

I. Applicant information:

- ALBERT E. PUSHMAN (owner) and
- (a) JOHN MILKOVICH and ETHEL MAE MILKOVICH - CO 5-2221
(Name, address and phone of Applicant)
- (b) 38 Garden Street, Cold Spring, N. Y.
~~(Name, address and phone of property owner)~~
OWNER OF PROPERTY - Albert E. Pushman, Jr. 46 Melrose Avenue,
New Windsor, N. Y. 12550
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use variance
- Area variance
- Sign variance
- Special permit

III. Property information:

- (a) PI Causeway, New Windsor, N. Y. 35 1 2 100 x 150
(Zone) (Address) (a/k/a Fischer Lane) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4 - R-5
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? Jan 1959
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit previously? no When? -
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? yes If so, when? Feb 2, 1977

77-33
(Number)

12/16/77
(Date)

I. Applicant information:

- ALBERT E. PUSHMAN (owner) and
- (a) JOHN MILKOVICH and ETHEL MAE MILKOVICH - CO 5-2221
(Name, address and phone of Applicant)
- (b) 38 Garden Street, Cold Spring, N. Y.
~~(Name, address and phone of property owner)~~
- (c) OWNER OF PROPERTY - Albert E. Pushman, Jr. 46 Melrose Avenue,
New Windsor, N. Y. 12550
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use variance
- Area variance
- Sign variance
- Special permit

III. Property information:

- (a) PI Causeway, New Windsor, N. Y. 35 1 2 100 x 150
(Zone) (Address) (a/k/a Fischer Lane) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4 - R-5
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? Jan 1959
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit previously? no When? -
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? yes. If so, when Nov. 3, 1977
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. n/a

IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 4809, Table Use Regs., Column A, to allow construction of one-family dwelling in PI zone (not permitted)

Construction of one-family dwelling in PI zone (use not permitted).
 (Describe proposed use)
Size of lot - 100 x 150.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Property in question is located in an area where there are one-
family dwellings. We feel that this area should be zoned for
residential dwellings because of the surrounding circumstances.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only
 ** Non-residential districts only

(Describe proposed use)

Size of Lot - 100 x 150.

(b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Property in question is located in an area where there are one-family dwellings. We feel that this area should be zoned for residential dwellings because of the surrounding circumstances.



V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

(b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/> <hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The character of the neighboring houses will not be changed since we plan to construct a one-family dwelling on a lot 100 x 150 ft. The Causeway (a/k/a Fisher Lane) has only one-family dwellings located thereon.

IX. Attachments required:

- Copy of letter of referral from Building and Zoning Inspector.
- Copy of contract of sale, lease or franchise agreement.
- Copy of tax map showing adjacent properties
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- Check in amount of \$ 25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.

(b) Describe in detail the use and structures proposed for the special permit.

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The character of the neighboring houses will not be changed since we plan to construct a one-family dwelling on a lot 100 x 150 ft. The Causeway (a/k/a Fisher Lane) has only one-family dwellings located thereon.

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 - Copy(ies) of sign(s) with dimensions.
 - Check in amount of \$ 25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- Other

X. AFFIDAVIT.

Date December 16, 1977

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

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Albert E. Pushman, Jr.

ALBERT E. PUSHMAN, JR.

John Milkovich

(Applicant)
JOHN MILKOVICH

Sworn to before me this
16 day of December, 1977.

Ethel Mae Milkovich

ETHEL MAE MILKOVICH

Patricia Razansky

PATRICIA RAZANSKY
Notary Public, State of N.Y.
No. 6970776
Appointed in Orange County,
Term Expires Mar. 30, 1978.

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
- Special Permit is _____
- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

COUNTY OF ORANGE)

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Albert E. Pushman, Jr.
ALBERT E. PUSHMAN, JR.

John Milkovich
(Applicant)
JOHN MILKOVICH

Sworn to before me this
16 day of December, 1977.

Ethel Mae Milkovich
ETHEL MAE MILKOVICH

Patricia Razansky

PATRICIA RAZANSKY
Notary Public, State of N.Y.
No. 5970775
Appointed in Orange County
Term Expires Mar. 30, 1978.

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

Name of Owner of Premises John and Ethel M. Milkovich

Address..... 38 Garden Street Cold Spring , NY Phone CO 5-2221

Name of Architect..... none

Address..... Phone

Name of Contractor JALCO CONSTRUCTION CO

Address..... PO box 514, Vails Gate, NY Phone 534-8530

State whether applicant is owner, lessee, agent, architect, engineer or builder:..... Purchaser with option to buy

If applicant is a corporation, signature of duly authorized officer.

.....
(Name and title of corporate officer)

1. On what street is property located? On the..... north..... side of..... The Causeway (Fisher Lane)
(N. S. E. or W.)
and 350..... feet from the intersection of..... Temple Hill Road

2. Zone or use district in which premises are situated Planned Industrial

3. Tax Map description of property: Section..... 35..... Block..... 1..... Lot..... 21.....

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy vacant..... b. Intended use and occupancy residence..single family

5. Nature of work (check which applicable): New Building..X.....Addition.....Alteration.....Repair.....Removal.....
Demolition.....Other.....

6. Size of lot: Front..100. Rear..100. Depth..150 Front Yard..35. Rear Yard..40. Side Yard..45

Is this a corner lot?..... no

7. Dimensions of entire new construction: Front..40. Rear..40. Depth..24. Height..14. Number of stories..1...

8. If dwelling, number of dwelling units...1... Number of dwelling units on each floor...1....

Number of bedrooms...3.. Baths..1.. Toilets..1..

Heating Plant: Gas..... Oil...X. Electric...../Hot Air..... Hot Water.....

If Garage, number of cars.....

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....

10. Estimated cost \$21,400 Fee.....
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-When excavating is complete and footing forms are in place (before pouring).
- 2-Foundation Inspection - check here for waterproofing and footing drains.
- 3-Inspect gravel base under concrete floors, and underslab Plumbing.
- 4-When framing is completed, and before it is covered from inside, and Plumbing rough-in.

Name of Contractor JALCO CONSTRUCTION CO
Address PO box 514, Vails Gate, NY Phone 534-8530

State whether applicant is owner, lessee, agent, architect, engineer or builder: Purchaser with option to buy
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the north side of The Causeway (Fisher Lane)
(N. S. E. or W.)
and 350 feet from the intersection of Temple Hill Road
Planned Industrial
2. Zone or use district in which premises are situated Planned Industrial
3. Tax Map description of property: Section 35 Block 1 Lot 21
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy vacant b. Intended use and occupancy residence single family
5. Nature of work (check which applicable): New Building Addition..... Alteration..... Repair..... Removal.....
Demolition..... Other.....
6. Size of lot: Front 100 Rear 100 Depth 150 Front Yard 35 Rear Yard 40 Side Yard S 45
Is this a corner lot? no
7. Dimensions of entire new construction: Front 40 Rear 40 Depth 24 Height 14 Number of stories 1
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1
Number of bedrooms 3 Baths 1 Toilets 1
Heating Plant: Gas..... Oil Electric...../Hot Air..... Hot Water.....
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost \$21,400 Fee.....
(to be paid on filing this application)

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CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-When excavating is complete and footing forms are in place (before pouring).
- 2-Foundation Inspection - check here for waterproofing and footing drains.
- 3-Inspect gravel base under concrete floors, and underslab Plumbing.
- 4-When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5-Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
 Approved.....19.....
 Disapproved a/c. *No. 7, 77*.....
 Permit No.

Office of Building Inspector
 HOWARD COLLETT, Building Inspector
 Town Hall, 555 Union Avenue
 New Windsor, N. Y. 12550
 Telephone 565-8807

Refer —
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT
 Pursuant to New York State Building Code and Town Ordinances

Date... *November 3* ...19...*77*...

INSTRUCTIONS

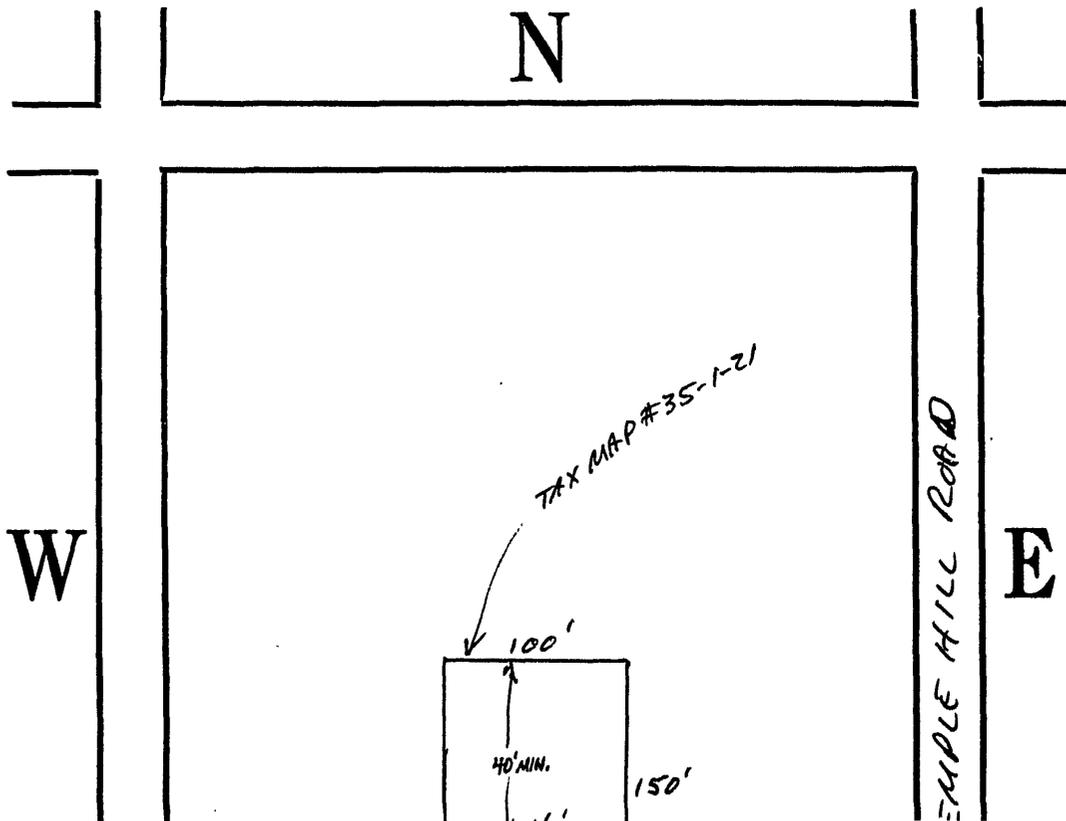
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

John Milhoir *38 Garden St Cold Spring N.Y. 10516*
 (Signature of Applicant) (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
 Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer —
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals...✓.....

APPLICATION FOR BUILDING PERMIT
 Pursuant to New York State Building Code and Town Ordinances

Date... November 3 1977

INSTRUCTIONS

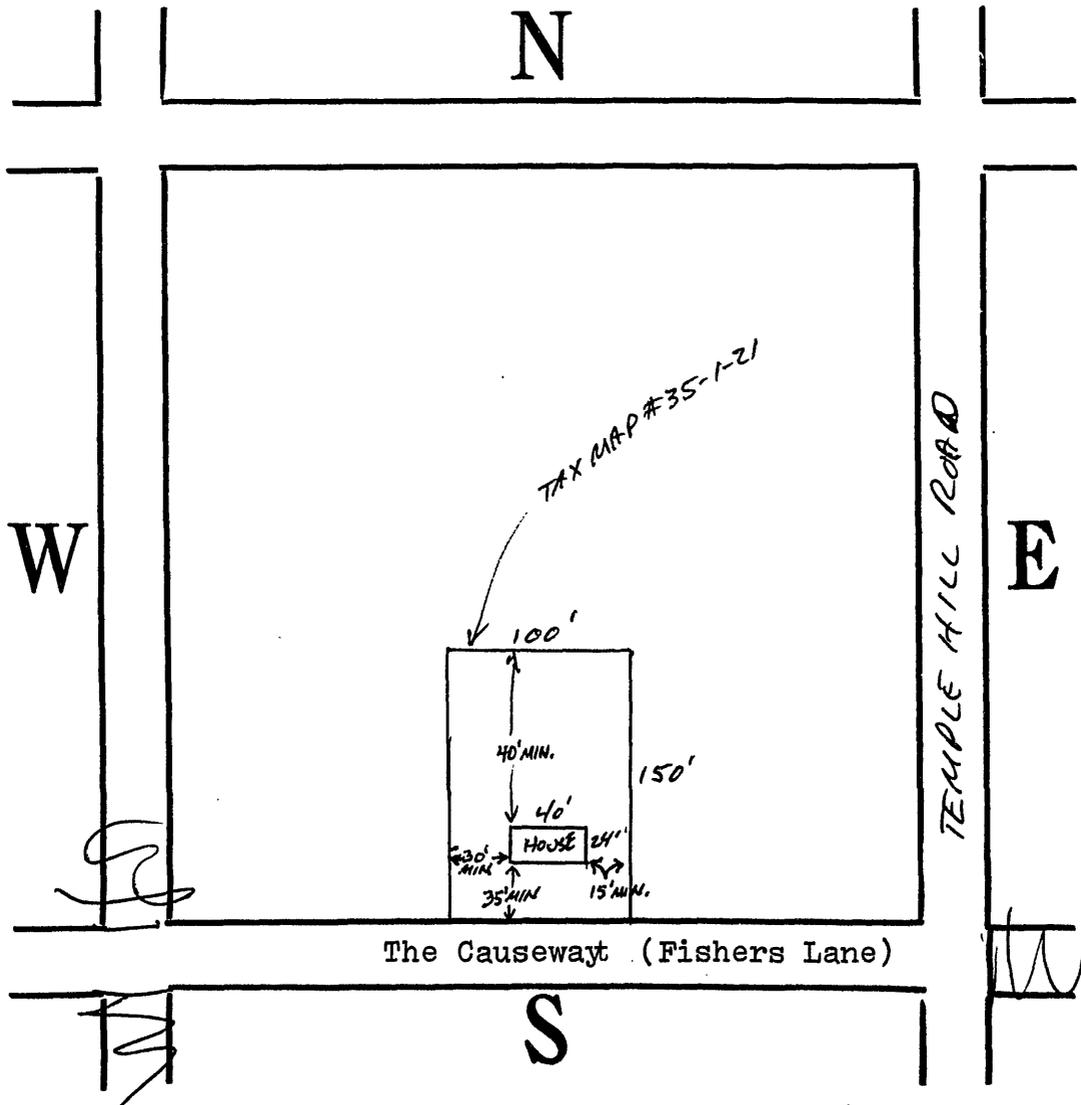
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John Milhoir 38 Garden St Cold Spring Ny 10516
 (Signature of Applicant) (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
 Applicant must indicate the building line or lines clearly and distinctly on the drawings.



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

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

THIS AGREEMENT, made the ^{28th} day of July, nineteen hundred and seventy-seven
BETWEEN ALBERT E. PUSHMAN, JR., residing at 46 Melrose Avenue,
New Windsor, NY,

hereinafter described as the seller, and JOHN MILKOVICH and ETHEL M. MILKOVICH,
husband and wife, residing at 38 Garden Street, Cold Spring, NY,

hereinafter described as the purchaser.

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, 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, State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly bounds of a proposed 50 foot street running through the lands of Fichera, said point being South 81° 38' West 350 feet from the westerly bounds of the Temple Hill Road, and runs thence along the northerly bounds of said proposed street, South 81° 38' West 100.0 feet to a stake, thence through lands of Fichera North 8° 22' West 150.0 feet to a stake set in a stone wall in the line of lands of the Cambell Sloan Estate, thence along said lands and following said wall North 81° 38' East 100.0 feet to a stake, thence South 8° 22' East 150.0 feet to the place of beginning and containing 0.344 acres of land.

TOGETHER with the right of access to and from the aforesaid proposed 50 foot wide street running along the southerly side of the premises conveyed.

BEING the same premises conveyed by deed dated January 31, 1959, from Daniel Nagy to Albert E. Pushman, Jr., and recorded in the Orange County clerk's office in Liber 1492 of Deeds at page 257 on February 20, 1959.

THIS AGREEMENT, made the 28th day of July, nineteen hundred and seventy-seven
BETWEEN ALBERT E. PUSHMAN, JR., residing at 46 Melrose Avenue,
New Windsor, NY,

hereinafter described as the seller, and JOHN MILKOVICH and ETHEL M. MILKOVICH,
husband and wife, residing at 38 Garden Street, Cold Spring, NY,

hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, 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, State of New York, bounded and
described as follows:

BEGINNING at a point on the Northerly bounds of a proposed 50 foot
street running through the lands of Fichera, said point being South
81° 38' West 350 feet from the westerly bounds of the Temple Hill
Road, and runs thence along the northerly bounds of said proposed
street, South 81° 38' West 100.0 feet to a stake, thence through
lands of Fichera North 8° 22' West 150.0 feet to a stake set in a
stone wall in the line of lands of the Cambell Sloan Estate, thence
along said lands and following said wall North 81° 38' East 100.0
feet to a stake, thence South 8° 22' East 150.0 feet to the place
of beginning and containing 0.344 acres of land.

TOGETHER with the right of access to and from the aforesaid proposed
50 foot wide street running along the southerly side of the premises
conveyed.

BEING the same premises conveyed by deed dated January 31, 1959,
from Daniel Nagy to Albert E. Pushman, Jr., and recorded in the
Orange County clerk's office in Liber 1492 of Deeds at page 257
on February 20, 1959.

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or
avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest
of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said
premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of
title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of
any such award.

RIDER FOR CONTRACT

SELLER: ALBERT E. PUSHMAN, JR.

PURCHASERS: JOHN MILKOVICH and ETHEL M. MILKOVICH

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this addendum is hereby made part, the Seller agrees with the Purchasers as follows:

This agreement is subject to the Purchasers being able to obtain a building permit on or before September 1, 1977, for the erection of a one-family dwelling. It is understood that the Purchasers shall make out the application for said permit on the described parcel. The Seller shall cooperate by executing any required application therefor, at no cost to the Seller. In the event that the Purchasers fail to secure such building permit and any and all consents, authorizations and permits necessary for the erection of such residence by September 1, 1977 then the Purchasers or Seller may rescind this contract, and thereupon the Seller shall refund to the Purchasers the down payment paid hereunder.

The Purchasers or their agents shall have the right from the date of this contract to enter upon the premises and make any and all inspections, tests, surveys and appraisals and to conduct and carry out any and all engineering studies and operations that they may desire at their sole cost and expense, provided they return the soil to its natural state in the event that they are unable to obtain the permits hereinbefore referred to.

In addition to obtain a building permit, the parties recognize that sewer and water hookups must be made and this contract is contingent upon the Purchasers obtaining same within ten days from the time they receive a building permit.

The execution of the printed form of agreement shall constitute agreement by the parties to the terms set forth above.

2. The price is
FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$4,500.00)----- Dollars, payable as follows:
FOUR HUNDRED FIFTY AND 00/100 (\$450.00)----- Dollars,
on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;
FOUR THOUSAND FIFTY AND 00/100 (\$4,050.00)----- Dollars,
in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

~~by taking title subject to a _____ mortgage now a lien on said premises in that amount, bearing interest at the rate of _____ per cent per annum, the principal being due and payable~~

~~by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money _____ mortgage on the above premises, in that amount, payable~~

~~together with interest at the rate of _____ per cent per annum payable~~

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing _____ mortgage of \$ _____, any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than _____ per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.

b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Any state of facts an accurate survey or personal inspection of the premises may reveal, provided title is not rendered unmarketable.

f. Easements of record for existing utility distribution lines for electricity, gas, telephone and water, if any.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of

by taking title subject to a ~~mortgage now a lien on said premises in that amount, bearing interest at the~~
rate of _____ per cent per annum, the principal being due and payable

Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a
note secured by a purchase money _____ mortgage on the above premises, in that amount, payable

_____ together with interest at the rate of _____ per cent
per annum payable

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

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7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

~~8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 564-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.~~

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and ~~to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.~~

10. The following are to be apportioned:

~~(a) Rents as and when collected. (b) Interest on mortgages. (c) Premiums on existing transferable insurance policies or renewals of those expiring prior to the closing. (d) Taxes and sewer rents, if any, on the basis of the fiscal year for which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.~~

Omit
Clause 8 if
the property
is not in
the City of
New York.
Clause 9 is
usually
omitted if
the property
is not in
the City of
New York.

11. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

12. If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

13. The deed shall be the usual Bargain & Sale deed with covenant against grantor's ^{acts} deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section,

credit

14. At the closing of the title the seller shall deliver to the purchaser a ~~certified check to the order of the recording officer of the county in which the deed is to be recorded~~ for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate officer for any other tax-payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate officer promptly after the closing of title.

Omit Clause 15 if the property is not in the City of New York.

~~15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.~~

16. The seller shall give and the purchaser shall accept a title such as
a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

~~18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.~~

19. The amount of any unpaid taxes, assessments, ~~water charges and sewer rents~~ which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, ~~and the net cost of any survey made in connection therewith incurred by the purchaser~~, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of Michael J. Tighe, Esq.
155 Main St., Cold Spring, NY or about
~~XX~~ ~~XXXX~~ on /Sept. 15, 19 77.

24. The parties agree that no broker ~~and the seller agrees to pay any commission earned thereby~~ ~~in the broker's name~~ brought about this sale.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section,

credit

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Omit Clause 15 if the property is not in the City of New York.

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19. The amount of any unpaid taxes, assessments, ~~water charges and sewer rents~~ which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, ~~and the net cost of any survey made in connection therewith incurred by the purchaser~~, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of Michael J. Tighe, Esq.
155 Main St., Cold Spring, NY or about
XX XX on /Sept. 15, 19 77.

24. The parties agree that no broker brought about this sale ~~and the seller agrees to pay any commission raised thereby~~ ~~in the broker's favor~~

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

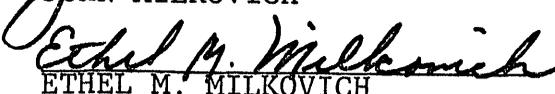
26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:


ALBERT E. PUSHMAN, JR.

JOHN MILKOVICH

ETHEL M. MILKOVICH

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 2
Request of ALBERT E. PUSHMAN, JR. and
/JOHN MILKOVICH and ETHEL MAE MILKOVICH
for a VARIANCE ~~XXXXXXXXXXXXXXXXXXXX~~ of
the regulations of the Zoning Ordinance, to permit
construction of one-family dwelling in PI zone

being a VARIANCE ~~XXXXXXXXXXXXXXXXXXXX~~ of
Section 48-9 - Table of Use Regulations- Col. A
for property situated as follows:
Causeway (Section 35-Block 1 - Lot 2), Town of
New Windsor, N. Y. (across street from Cantonment)

SAID HEARING will take place on the 9th day of January, 19 78,
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.
beginning at 8:15 o'clock P. M.

THEODORE JARGSTORFF,
Chairman

ZONING BOARD OF APPEALS
Town of New Windsor, New York 12550

January 4, 1978

TO: ZONING BOARD OF APPEALS

Dear Members:

There will be a regular meeting of the Zoning Board of Appeals on Monday evening, January 9, 1978 at 7:30 p.m. in the Town Hall.

Agenda: ROLL CALL

Motion to accept the December 12, 1977 minutes as written.

PRELIMINARY MEETINGS:

1. Mr. Jim Clark - Request of Dr. Burton Allen to put in professional office on Rocky Lane (residential zone). Not accessory use since the doctor does not plan to live there. *Burton Allen*
2. Mr. Jack Bragg ^{Paul Lindan} - request for trailer park to the rear of Safekey Mini-Warehouse property on Route 94. Use not permitted. - P.H. - 2/27/78 - 8 p.m.

PUBLIC HEARINGS:

- 8 p.m. - Public Hearing on Application of BILELLO/THOMPSON - use and special use permit for automobile repair garage on Walsh Road. *(Approved.)*
- 8:15 p.m. - Public Hearing on Application of John & Ethel Milkovich and Albert E. Pushman for construction of one-family dwelling on Causeway (Fisher Lane) in a PI (Planned Industrial) zone.
- 8:30 p.m. - Public Hearing on Application of Eldred P. Carhart, Jr. and James N. Mills for area and use variance on Route 207.

Correspondence reported.

Discussion period. Elections to be held for officers for 1978.

Adjournment.

Sincerely,

Pat 565-8550 (office)
562-7107 (home) after 4:30.

Pat

77-33

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. Date NOVEMBER 7, 1977

To MR & MRS JETTA MILKOVICH
38 GARDEN ST COLD SPRING NY

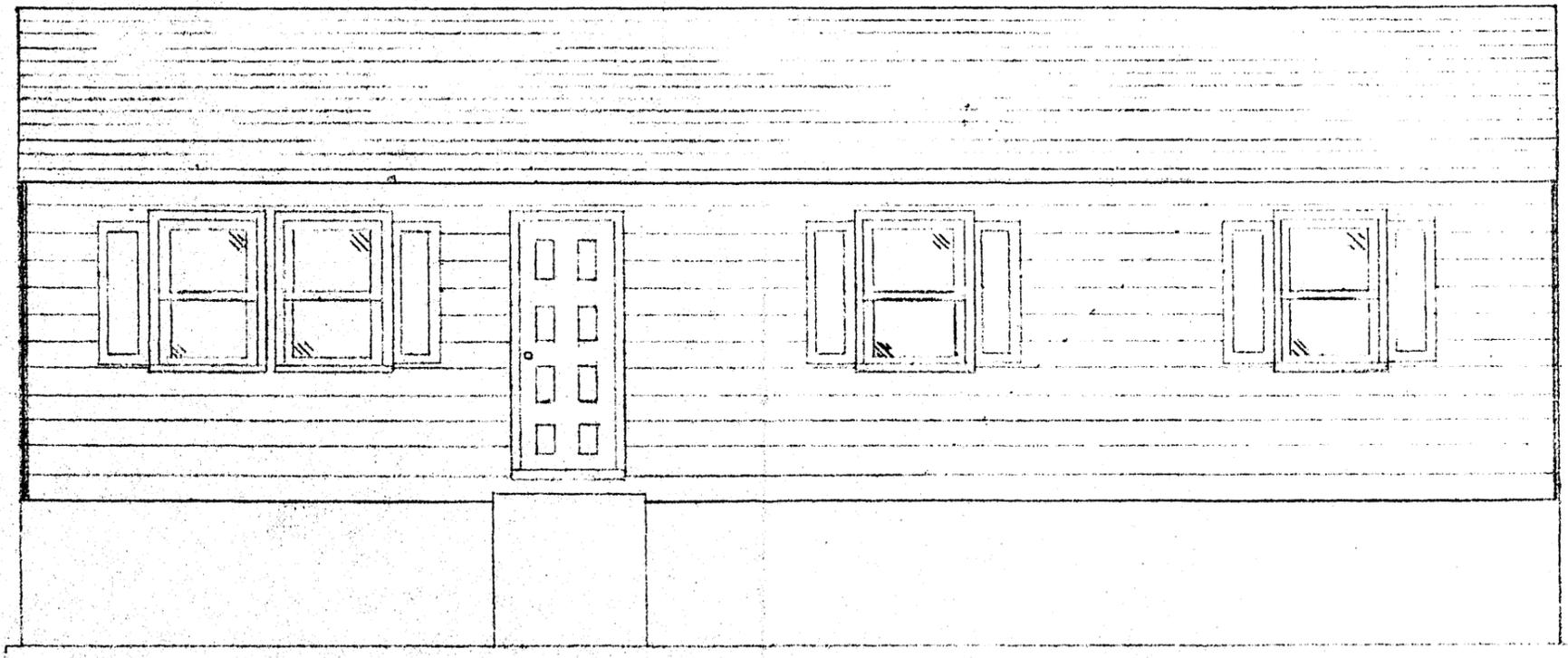
PLEASE TAKE NOTICE that your application dated NOVEMBER 3, 1977
for permit to ERECT DWELLING
at the premises located at FISHERS LANE (CAUSEWAY)
SEC 35 BLOCK 1 LOT 2)

is returned herewith and disapproved on the following grounds:
ONE FAMILY DWELLING NOT PERMITTED IN
A PLANNED INDUSTRIAL ZONE (P1)

(use variance)

Howard R. Cacciatore
Building Inspector

Table of Use Regs.
48-9- Col. A



ROOF LINE

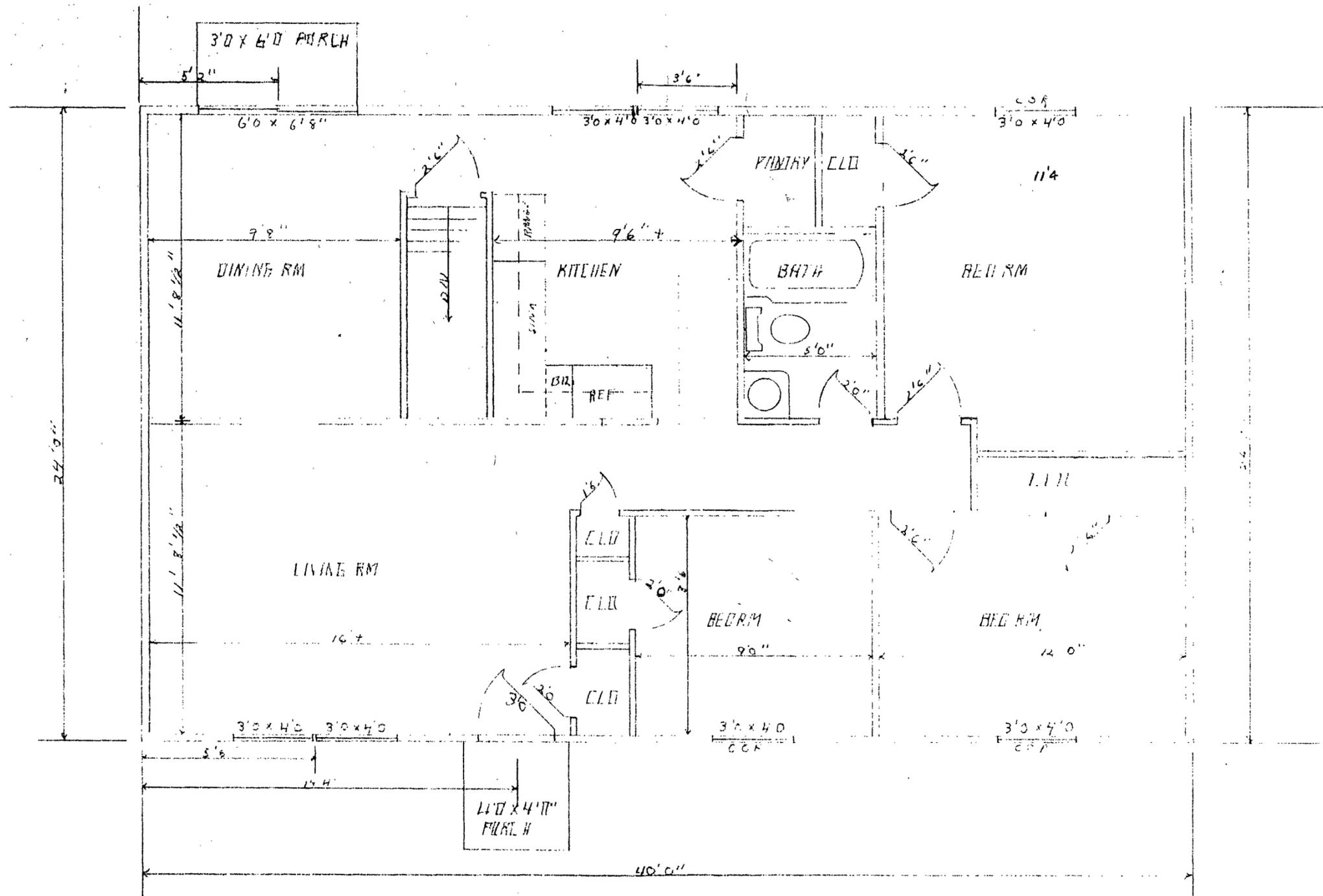
CEILING LINE

FLOOR LINE
FRONT LINE

BASE LINE
GROUND LEVEL

FRONT ELEVATION

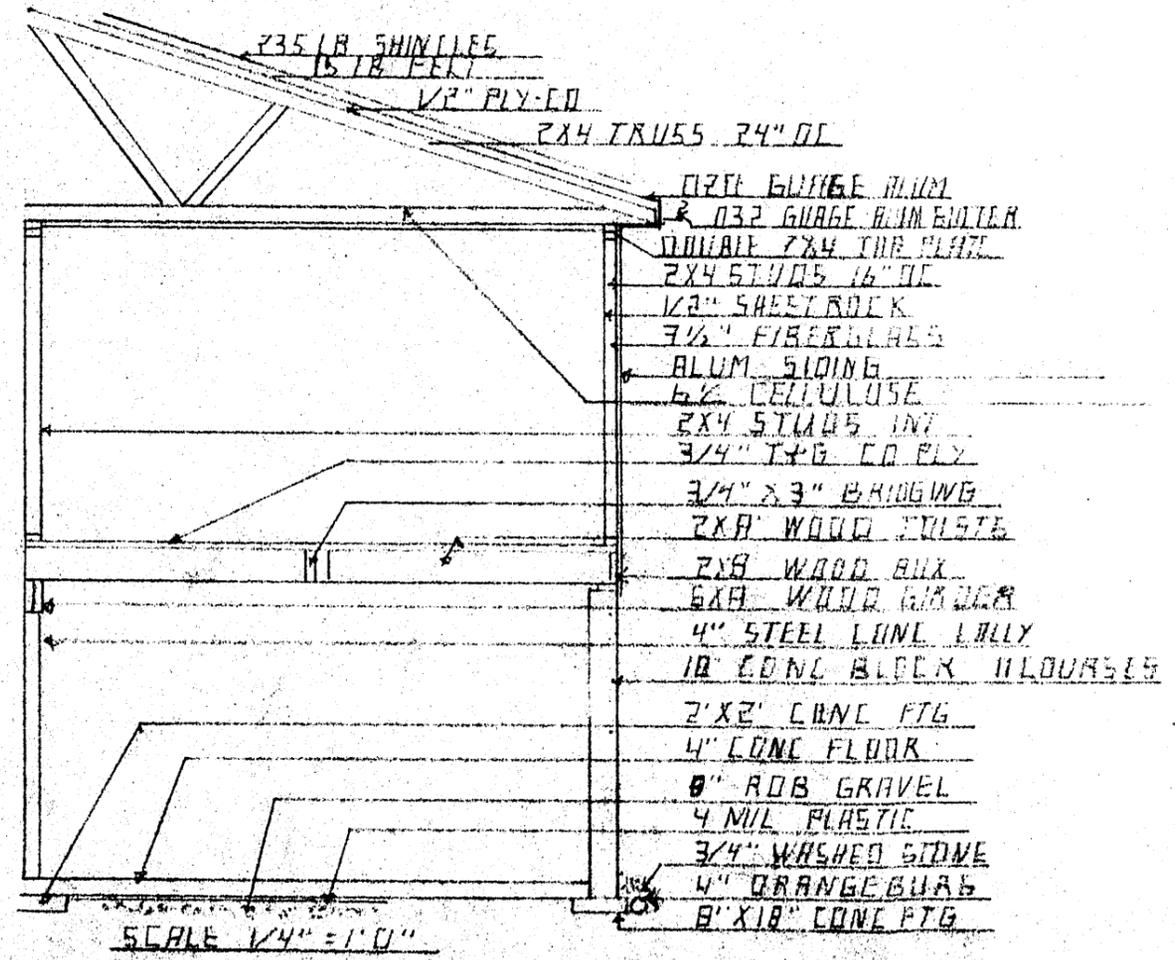
24' X 40' RANCH



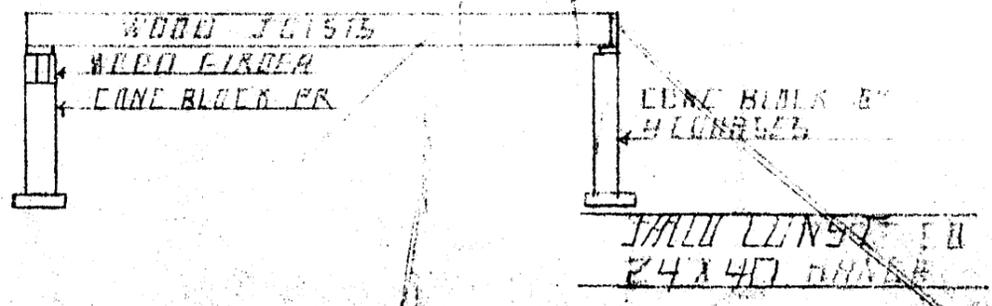
FLOOR PLAN

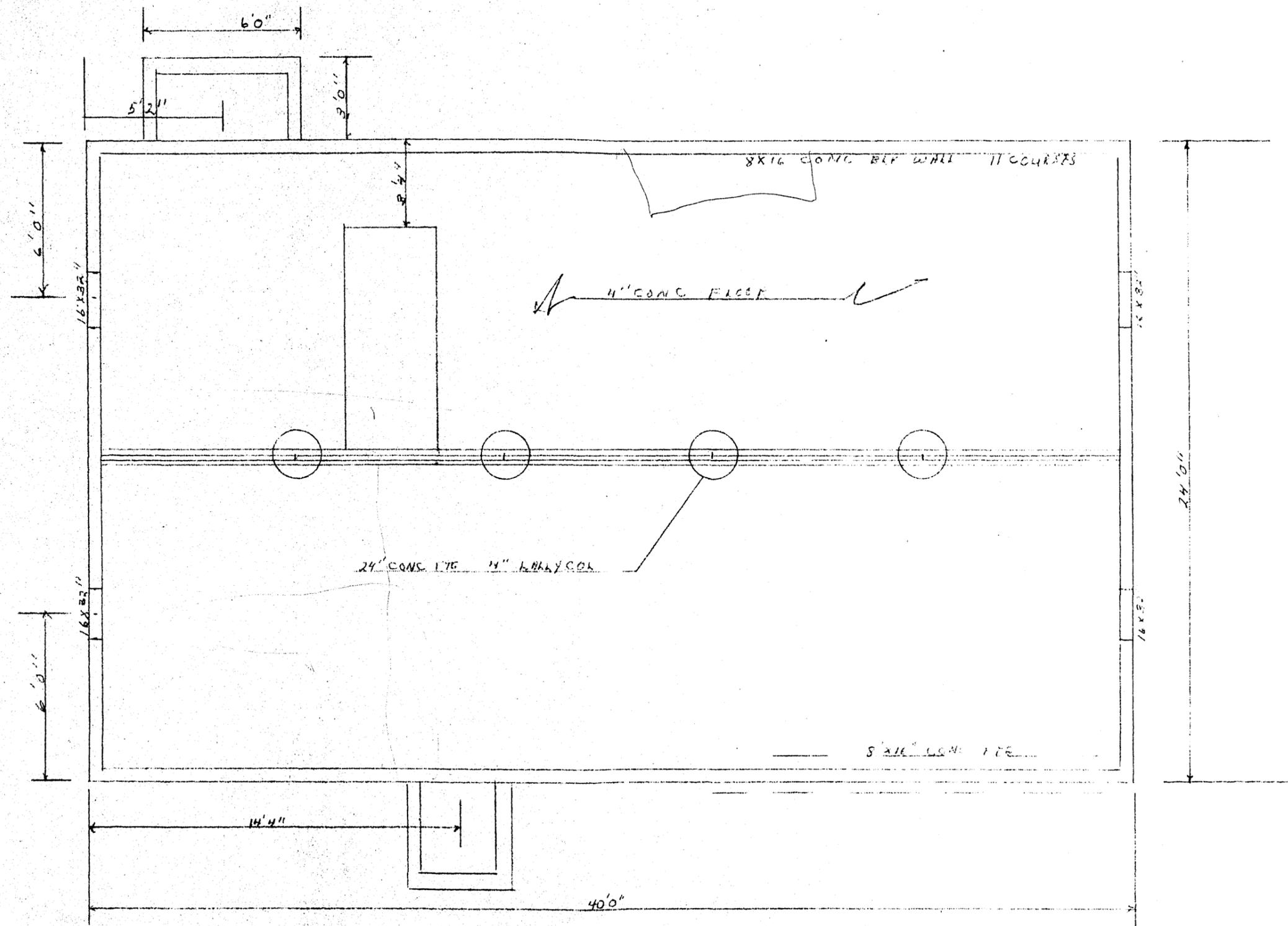
24' X 40' FINISH

WALL SECT
FULL FOUNDATION



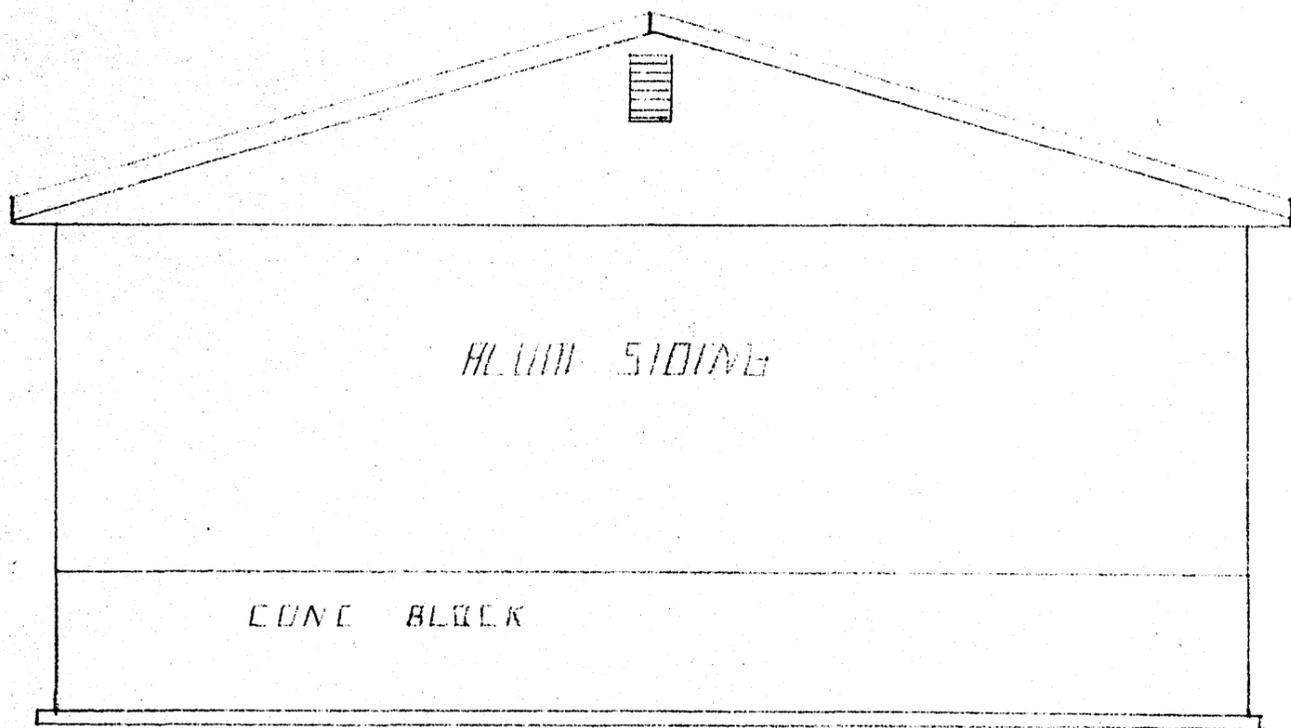
FOUNDATION SECT
CRAWL SPACE
FRAME SECT SAME
AS FULL FOUND



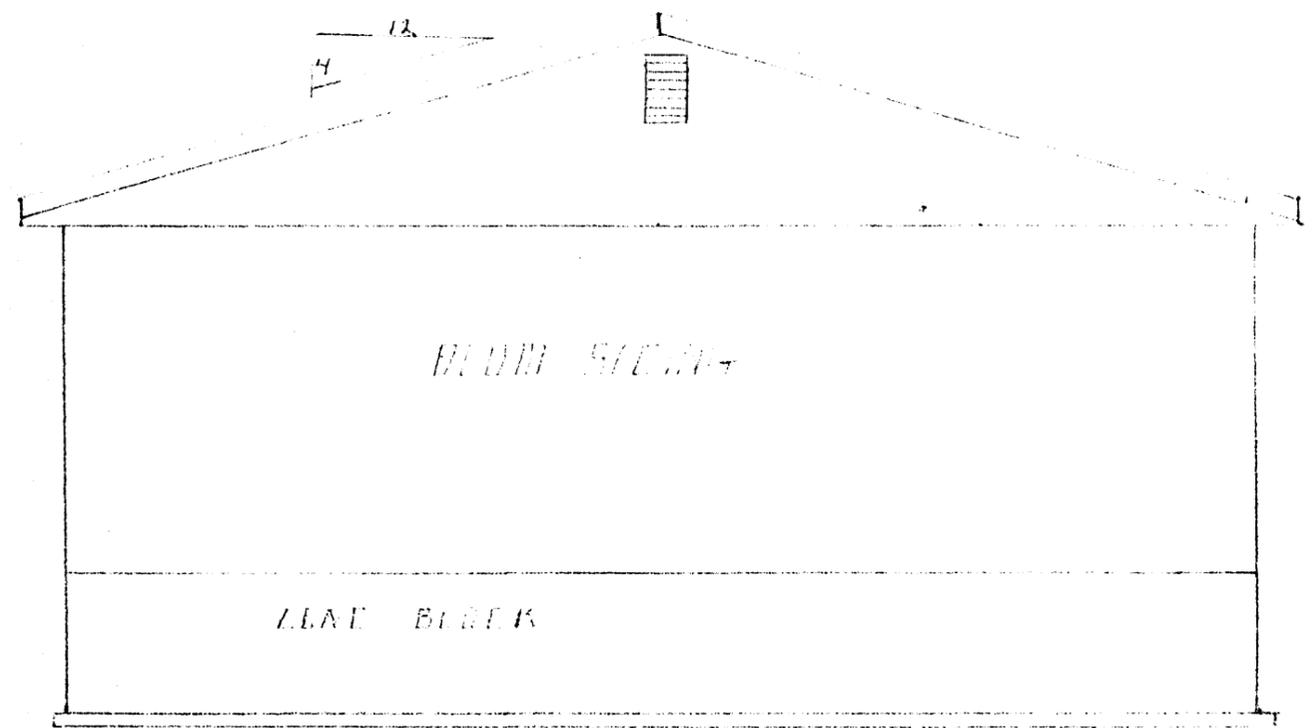


FOUNDATION PLAN

24'x40' FINISH



LEFT SIDE ELEV



RIGHT SIDE ELEV

JALLO CONST CO
 24 X 40 BLDG
 SCALE 1/4" = 1'-0"