

**ZB# 92-12**

**William Fitzgerald**

**7-2-9.3**

Releas.

May 11, 1992.

Need:

- ① Copy of ~~Deed~~ Contract.
- ② Title Policy ✓
- ③ Photos ✓
- ④ OCLD. is to be notified - 5/13/92 (PAB)
- ⑤ 2 checks { 50,000 ✓  
250,000 ✓

(App. furnished)

⑥ Notice to Sentinel on

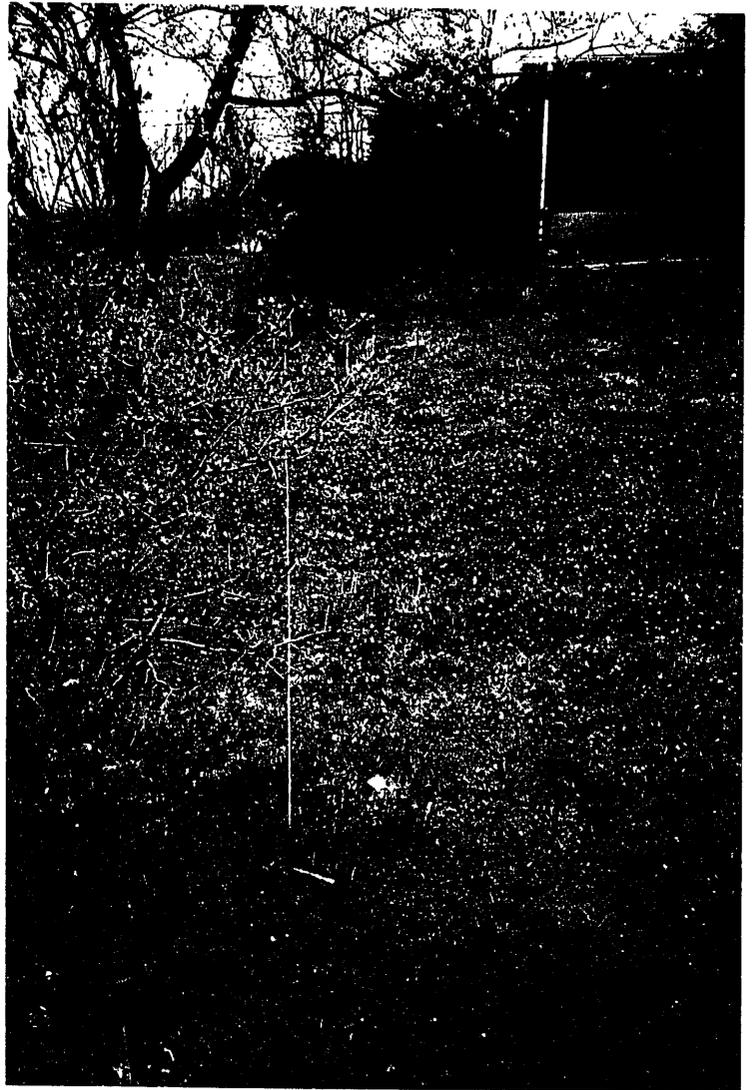
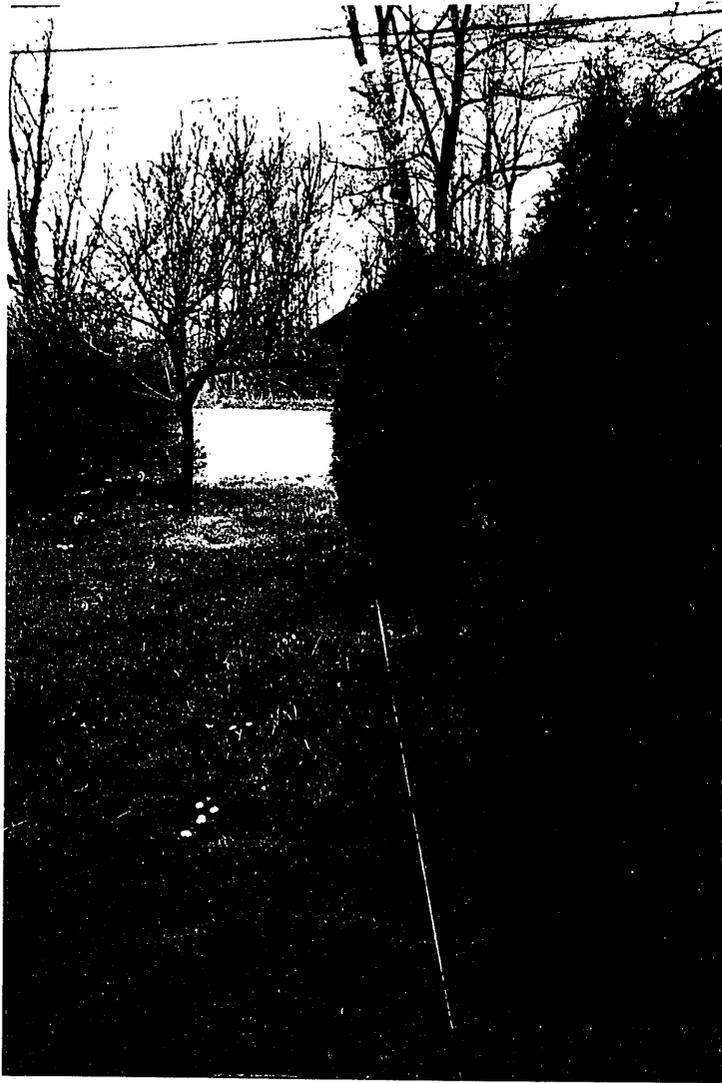
Public Hearing;  
June 8, 1992

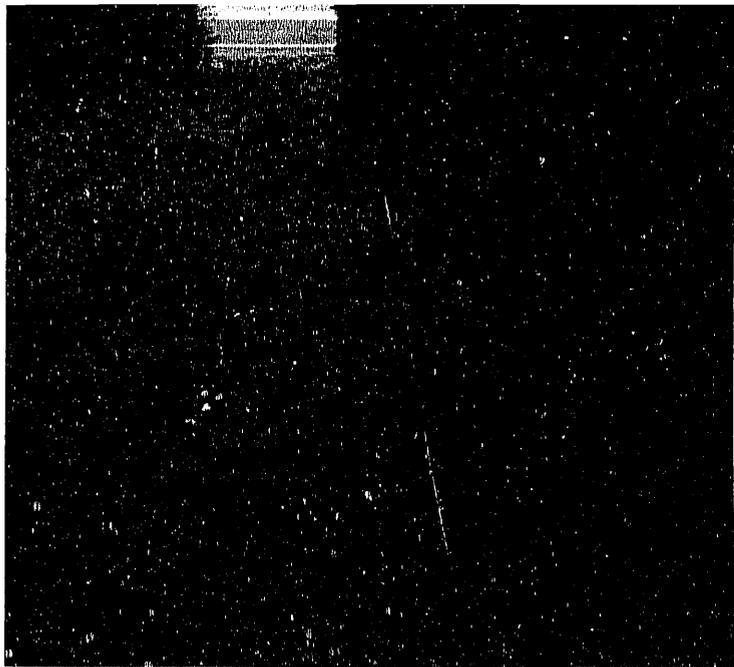
Area variance  
Granted

~~Final Dec. ✓~~

Refund  
\$ 10,000  
due  
paid ✓

# 92-12 - Fitzgerald, Wm.





146-2a Jan 12:22

**TOWN OF NEW WINDSOR**                      **GENERAL RECEIPT**                      12780  
 555 Union Avenue  
 New Windsor, NY 12550

Received of William Fitzgerald                      July 22, 19 92  
Fifty and 00/100                      \$ 50<sup>00</sup>/<sub>100</sub>                      DOLLARS

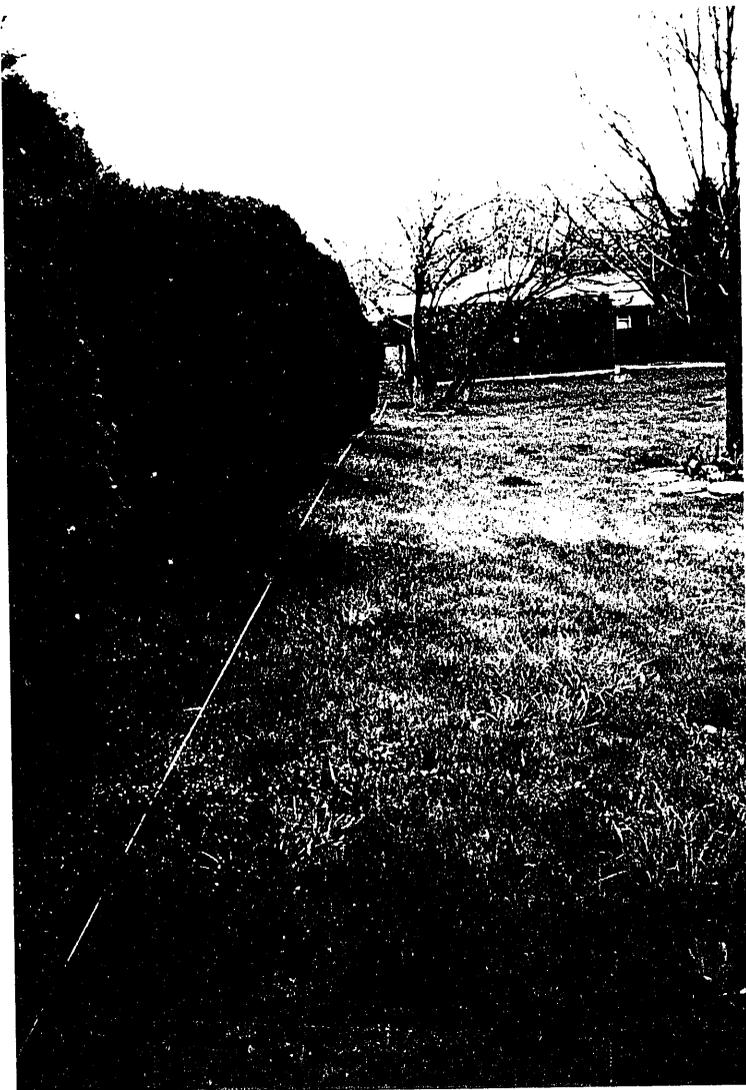
For Zoning Variance (#92-14)

DISTRIBUTION:

FUND	CODE	AMOUNT
Check # 2351		\$50 <sup>00</sup> / <sub>100</sub>

By Pauline S. Townsend  
Town Clerk  
 Title

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APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Fitzgerald, Wm.

FILE # 92-14.

RESIDENTIAL: \$50.00 COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00 pd.  
\* \* \* \* \* #2251

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 250.00 pd.  
#2252.

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 5/11/92 - 6 pages \$ 27.00  
2ND PRELIM. MEETING - PER PAGE . . . . . \$ \_\_\_\_\_  
3RD PRELIM. MEETING - PER PAGE . . . . . \$ \_\_\_\_\_  
PUBLIC HEARING - PER PAGE 6/8/92 - . . . . . \$ 18.00  
TOTAL . . . . . \$ 45.00

ATTORNEY'S FEES:

PRELIM. MEETING- .2 HRS. . . . . \$ \_\_\_\_\_  
2ND PRELIM. . . . . HRS. . . . . \$ \_\_\_\_\_  
*Pub Hearing* 3RD PRELIM. .3 HRS. . . . . \$ \_\_\_\_\_  
FORMAL DECISION .8 HRS. . . . . \$ \_\_\_\_\_  
TOTAL HRS. 1.3 @ \$ 150 PER HR. \$ 195.00  
TOTAL . . . . . \$ 195.00

MISC. CHARGES:

\_\_\_\_\_  
TOTAL . . . . . \$ 240.00  
LESS ESCROW DEPOSIT . . . . . \$ 250.00  
(ADDL. CHARGES DUE) . . . . . \$ \_\_\_\_\_  
REFUND TO APPLICANT DUE . . . . . \$ 10.00

NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of

DECISION GRANTING  
AREA VARIANCE

WILLIAM FITZGERALD,

#92-14.

-----x

WHEREAS, WILLIAM FITZGERALD, 1 Herbert Hoover Drive, New Windsor, N.Y. 12553, has made application before the Zoning Board of Appeals for a 1 ft. 6 in. rear yard variance for an existing deck and metal roof (awning) on property located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 8th day of June, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant, WILLIAM FITZGERALD, appeared in behalf of himself and spoke in support of the application; and

WHEREAS, the Board received a note from Vincent Soukup, an owner of neighboring property, stating that he had no objection to the application; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, the application was unopposed; and

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

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations with regard to rear yard in order to receive a certificate of compliance for an existing deck and metal roof (awning) attached to the applicant's residential dwelling in an R-4 zone.

3. The evidence presented by the applicant indicated that his builder advised the applicant that he had applied for and received a building permit to construct the deck in August of 1985, upon the advice of his builder that the building was exempt from a certificate of occupancy, he never completed the paperwork by seeking a certificate of compliance.

4. The evidence presented by the applicant indicated that

applicant is now in contract with a prospective purchaser and requires a certificate of compliance for the deck in order to be able to close title. Applicant further stated that the residence has been on the market for many months but until recently there were no interested purchasers.

5. The evidence presented by applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order for applicant to render the deck a legal structure, which otherwise would conform to the bulk regulations in the R-4 zone and rejection of same would cause practical difficulty since the relief sought by applicant is not substantial in relation to the required bulk regulations.

6. The evidence presented by applicant substantiated the fact that applicant cannot conform to the rear bulk regulations unless he decreases the size of the existing deck. If applicant decreases the size of the existing deck he will suffer a monetary loss not only because it would be economically unfeasible to do so since a smaller deck would detract from the house, but he risks losing the sale of the house.

7. The evidence presented by the applicant indicated that the prospective purchaser made a proposal to purchase the house assuming that the existing deck with its existing dimensions, was a legal structure. If the application is denied and the size of the deck must be reduced to conform to the required rear yard dimension, the applicant will suffer significant economic injury both from the cost of making the structure conform and from the loss of the pending sale, as well as possibly making the resulting deck uneconomic because its shape would be rendered irregular and its utility thereby impaired.

8. The evidence presented by the applicant further indicated that the deck is built at an angle to the property line so only one end of the deck encroaches on the required rear yard to a maximum distance of 1 ft. 6 in.

9. It is the finding of this Board that from the evidence submitted by the applicant, it appears that the applicant would suffer significant economic injury from the strict application of the bulk regulations to his lot since he would be deprived of the full value of his deck which formed part of the basis for his pending sale of the property.

10. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, intitling him to the requested area variance.

11. The requested variance is not substantial in relation to the bulk regulations for rear yard.

12. The requested variance will not result in substantial detriment to adjoining properties nor change the character of

the neighborhood.

13. The requested variance will produce no effect on the population density or governmental facilities.

14. There is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

15. The interests of justice would be served by allowing the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 1 ft. 6 in. rear yard variance sought by Applicant for an existing deck and metal roof (awning) in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: July 13, 1992.

  
Chairman

(ZBA DISK#6-053085.FD)



STATE OF NEW YORK,  
TOWN OF NEW WINDSOR

} ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here



No. ....

Town of New Windsor

Nature .....

Amount Claimed \$ .....

Amount Allowed \$ .....

Filed .....

I hereby certify that at a meeting of  
said Town Board held at the office of the  
Town Clerk on the ..... day  
of ....., 19.....

the within claim was audited and allowed  
for the sum of

\$ .....

.....  
Clerk

June 8, 1992

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PUBLIC HEARING

FITZGERALD, WILLIAM

MR. FENWICK: Request for 1 ft. 6 in. rear yard variance for existing deck with roof at 1 Herbert Hoover Drive in an R-4 zone.

Mr. William Fitzgerald came before the board representing this proposal.

MR. FITZGERALD: Best I can repeat is for the explanation that I gave Section B of the application I need to see for the pending sale of my home in order to avoid practical difficulties and economic loss to the seller, at the time I had supplied this attorney's office with a copy of the contract of sale and all the other documentation that you require.

MR. LUCIA: Thank you for submitting that, I appreciate it and there's photographs in the file. I notice your deed and title policy turns out certain covenants, restrictions, grants, easements I think there are a couple citations or conveyances for road width, they're not completely spelled out in the deed and title policy, just referred to. So I'm going to ask you of your knowledge, is there anything in any of that material that would prohibit the construction or maintenance of the structure for which you're now seeking a variance?

MR. FITZGERALD: Not to my knowledge.

MR. LUCIA: If you can explain to the board why you couldn't locate the deck in conforming manner or in some location that would require a smaller variance?

MR. FITZGERALD: Well, it's quite a simple situation. When I began, when I bought the house I did a lot of modifications, roof and siding and re-did the bathrooms and all this paraphernalia and my mother-in-law became very ill and I lost track of the C.O. on the deck, I have no excuse for not verifying that I'm sorry, it's just the time and elements that went on at the time.

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Stress from my mother-in-law and so forth. It was nothing intended. One end of the thing is fine.

MR. LUCIA: It slopes off?

MR. FITZGERALD: Back property line runs like this. One is over 41 feet.

MR. LUCIA: And the close end is 1 1/2 feet too close. The house itself though basic structure pre-exists zoning?

MR. FITZGERALD: Yes.

MR. LUCIA: I mention that because both of the front yards are deficient but if it pre-exists zoning, it's not a problem.

MR. BABCOCK: According to our records, it was built in '65.

MR. FENWICK: Couple things to read into the record. I'll read into the record that we have received back notification from the Orange County Planning and Development there are no significant intercommunity or county-wide concerns to bring to your attention. Signed by Vincent Hammond. And we have here just a note apparently from Vincent Soukup sayings I have no objections.

MR. NUGENT: Must be a neighbor.

MR. FENWICK: Cimorelli Drive across the street and that's the only thing that I see right now. I'll open up to the members of the board.

MR. NUGENT: No questions.

MR. TANNER: No questions.

MR. FENWICK: Anyone in the public that would like to comment on this? Then at this time I'll close the public hearing.

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MR. LUCIA: Just one more question Mr. Fitzgerald, if you were if you found it necessary for this board not grant you a variance to cut down the size of the deck, would you lose the present sale of your house?

MR. FITZGERALD: Yes.

MR. LUCIA: That would have a substantial economic impact?

MR. FITZGERALD: Yes.

MR. LUCIA: Thank you, sir.

MR. FENWICK: Open it back up to the members of the board. If no comments, could we have a motion to grant the variance?

MR. NUGENT: I'll make it.

MR. KONKOL: I'll second it.

ROLL CALL

MR. NUGENT	AYE
MR. TANNER	AYE
MR. TORLEY	AYE
MR. KONKOL	AYE
MR. FENWICK	AYE

MR. FENWICK: Mr. Fitzgerald, now there's going to be a formal decision adopted by or put together by our attorney which will then be voted on by us. It's basically everything we spoke to at this meeting, we're at least a meeting away from that happening. That's the only thing I can tell you. We explained to you at the preliminary that it takes time, there's actually what has to happen is a law has to be written for your property which is the variance.

MR. FITZGERALD: Doing the best we can under the circumstances.

MR. FENWICK: We'll pursue it as diligently as we can,

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it's one of those times where we don't have 4 weeks between meetings so with any luck, we'll have it ready at the next meeting which will be the 22. You don't have to attend but if you want to call the next day or in fact if you want you can probably call the day of the 22nd and find out if it's going to be on the agenda.

MR. FITZGERALD: Thank you.

MR. LUCIA: The availability of that decision depends in part of the availability of the minutes. If the minutes are not in before that next meeting there won't be a decision. It will go over to the second meeting which will be in July so that's something in terms of the sale the board certainly has adopted a motion granting the variance after a public hearing, you'll be able to go ahead and set up a closing so I would pursue that any way.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

(914)563-4630

June 16, 1992  
FAX: 914-563-4693

File

Mr. William Fitzgerald  
1 Herbert Hoover Drive  
New Windsor, N. Y. 12553

RE: APPLICATION FOR AREA VARIANCE (REAR YARD)  
#92-12 (ZBA)

Dear Mr. Fitzgerald:

This is to confirm that the Zoning Board of Appeals at its June 8, 1992 meeting voted to GRANT the above application for an area variance.

Formal decision will be drafted at a later date and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

PATRICIA A. BARNHART  
Secretary

/pab  
Enclosure

cc: Michael Babcock, B. I.

Date 6/13/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12550

(7)

TO Frances Roth 38a Moores Hill DR.  
New Windsor, Ny 12553

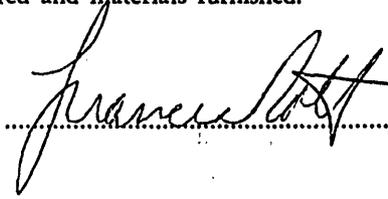
DATE		CLAIMED	ALLOWED
5/11/92	Zoning Board Meeting	75	00
	Misc - 1		
	DeDominicis - 1		
	Mugnano - 8 pgs		
	Bonet - 11 pgs		
	Fitzgerald - 6 27.00		
	Shupe - 3		
	De Cauto - 8		
	Borden - 10		
		291	00

STATE OF NEW YORK,  
TOWN OF NEW WINDSOR

} ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here



No. ....

Town of New Windsor

Nature .....

Amount Claimed \$ .....

Amount Allowed \$ .....

Filed .....

I hereby certify that at a meeting of

said Town Board held at the office of the

Town Clerk on the ..... day

of ....., 19.....

the within claim was audited and allowed

for the sum of

\$ .....

.....  
Clerk

May 11, 1992

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FITZGERALD, WILLIAM

MR. FENWICK: Request for 1 ft. 6 in. rear yard variance to obtain a c/o for existing wood deck and metal roof (awning) at 1 Herbert Hoover Drive in an R-4 zone.

Mr. Fitzgerald came before the Board.

MR. FENWICK: Tell us your problem.

MR. FITZGERALD: I have contract of sale on the house and they asked for a C.O. on it and I came down to the building department and no permit for a C.O. was ever issued on the deck.

MR. FENWICK: Did you put the deck in?

MR. FITZGERALD: I did and the builder told me he filed permits and I asked him at that time about a C.O. and he said that the building was exempt from C.O. I guess I should have known better to be honest with you. The one end of the deck is 41'3" from the property line, it's a line that runs uneven and the other side of it if you see here, here's the existing house, the deck was built off here and it's 38'6" to this part of the line and it's 41'3" so the line is running out a little bit over here so we're shy on this end of the deck by 18 inches.

MR. FENWICK: This is a corner lot?

MR. FITZGERALD: Yes, sir it's on Union Avenue.

MR. LUCIA: How old is the house?

MR. FITZGERALD: Built in 1965 from the deeds, sir.

MR. LUCIA: So the house itself would have pre-existed zoning.

MR. FITZGERALD: Yes to the best of my knowledge.

MR. FENWICK: When was the deck built?

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MR. BABCOCK: The original structure built in 1965.

MR. FITZGERALD: Deck was built in August of '85.

MR. LUCIA: The only reason I ask apparently both the front yards are deficient but if it pre-exists zoning we're okay. Deck was built in 1985 you said?

MR. FITZGERALD: Yes, sir. The other thing to bring up as I'm listening to the prior case here is that there's an awning on this thing. I measured to the deck the measurements I did give you were to the deck.

MR. FENWICK: That's what we're concerned with.

MR. FITZGERALD: It's not the overhang.

MR. FENWICK: No. Well, does the awning overhang the deck? Is it beyond the deck?

MR. FITZGERALD: No it overhangs.

MR. FENWICK: I thought that it was less.

MR. BABCOCK: We better do that because it's attached to the house.

MR. FENWICK: Is that, let me ask you this, is that the same as and a roof though, why wouldn't it be?

MR. BABCOCK: To be very honest with you I'm not sure what the surveyor is going to show, depends whether he's on the roof or not I guess I don't know.

MR. TANNER: Really the same as an overhang.

MR. FENWICK: How much farther is it?

MR. FITZGERALD: It's about 12 inches more.

MR. FENWICK: I don't know why the overhang would count against him.

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MR. TANNER: If you have an overhang on the gable end you don't take it from the side yard.

MR. FENWICK: That's right.

MR. BABCOCK: We've never really like you said we've never counted the overhang before.

MR. TORLEY: The Section 4814 C1F cantilevered roofs may project not more than 3 feet into the required side yards.

MR. FENWICK: I would say we're talking about the deck, board agree?

MR. TANNER: Yes.

MR. TORLEY: Yes.

MR. FENWICK: Any other questions from the members of the board? How far out did it come from the house.

MR. BABCOCK: Ten feet.

MR. FENWICK: Dan, would you explain to Mr. Fitzgerald what his proofs are.

MR. LUCIA: When you come back, Mr. Fitzgerald, if the board sets you up for a public hearing, you have to establish something called practical difficulty in order for board to grant you the area variance you requested. Basically, you need to establish practical difficulty by a showing of significant economic injury from the application of the ordinance to your land, why it is that the zoning ordinance is costing you money if you cannot have this deck there. Basically that's a dollars and cents proof, if you show us that by having a deck which conformed a smaller deck it wouldn't really be worth the money you've invested in the deck, might diminish the price you can get for the house since you have a sale pending. That pretty well establishes current market value, if you have to change the deck it would effect you economically.

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MR. FITZGERALD: Is that verbally?

MR. LUCIA: Yes, it's a dollars and cents proof, come back and tell us if you had to have this skinny little deck you know it wouldn't add anything to the value of the house. So that's going to be showing of how the ordinance affects you economically. You also need to show why it is you can't locate the deck someplace else on the land where it won't need a variance or would need a smaller one than your seeking. When you come back if you would you bring some photographs if you would bring a copy of your deed and copy of your title policy or search whatever your attorney may have gotten when you bought the house. And I think we need County referral because of Union Avenue and when you bring your application back, we need two checks both to the Town of New Windsor, one for \$50 for application fee and one for \$250 as a deposit against Town consultant fees and various disbursements that the Town has in connection with your application.

MR. FITZGERALD: Okay. What do I do with the other checks for the permits that I filed?

MR. BABCOCK: Well, you're going to have to pay them sooner or later if you get the variance.

MR. FITZGERALD: I just didn't know whether--

MR. BABCOCK: If you receive the variances then you just, we'll just cash them.

MR. FITZGERALD: Any time that I can make a special plea at this meeting because this will probably delay the closing, no question about that at this point in time.

MR. LUCIA: Just realistically, it's not going to happen soon. You need to complete this application, assuming the board adopts a motion to set you up for a public hearing then you go on the agenda for a public hearing. That conceivably could be within a month would be the earliest this board can set a public hearing. We need to notify the County Planning

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Department, they have by law a 30 day review period, they might reply sooner but this they haven't applied by the time of the public hearing this board can't vote so that would put it over for another two weeks so realistically a month is early even if the board grants you a variance it still takes another two weeks to do a formal decision we're looking at two months. Another.

MR. FITZGERALD: Another question just for my own information now we had the closing set for May 15. We're assuming that that's going to the bank, the abstract people and I explained that to them, haven't heard from the bank, suppose the bank is agreeable to go through with the closing on the 15th, how does that you know the insurance company is willing to insure that deck.

MR. FENWICK: That's their problem.

MR. FITZGERALD: How do I proceed, I don't mean to take the board's time but.

MR. LUCIA: I can't speculate for the bank or the title company but if they close it at all they're going to require that you put up a big chunk of money in escrow until you come back with the variance. It's unusual for them to do that.

MR. FITZGERALD: Would I continue on the paperwork in the variance.

MR. LUCIA: They'd hold some of your money.

MR. FITZGERALD: In my name, not in the new owner's name.

MR. LUCIA: If the title is transferred, you're going to have to come back with a proxy authorizing you to complete the application as of the date of the public hearing. We need something from the then record owner of the property saying go ahead and do it.

MR. TORLEY: Good luck.

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MR. TANNER: I make a motion we set him up for a public hearing.

MR. TORLEY: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

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SHUPE, JOHN

MR. FENWICK: Request for 6 ft. rear yard variance for existing deck at 245 James Street in an R-4 zone.

Mr. James Shupe came before the Board.

MR. SHUPE: I'm in the same situation that fella that just left is. I'm moving to the other side of town and I put a deck up about 4 1/2 years ago and I went to the title company saw that it was there and requested that I get a permit and when I came for a permit to my surprise they said that it was too close to the back yard.

MR. FENWICK: Where is James Street?

MR. SHUPE: One block off 32 where 32 and Union Avenue cross.

MR. BABCOCK: Right directly below us across 32.

MR. LUCIA: How old is the house itself?

MR. SHUPE: 1953 it was built.

MR. LUCIA: Pre-existing, non-conforming apparently we have lot area and front yard or two front yards I guess that pre-exist.

MR. FENWICK: So this deck was built without a building permit?

MR. SHUPE: I didn't know I needed one. I thought if you built an addition to your house I honestly didn't realize it was my fault.

MR. FENWICK: Is this two additions that you have made or is this one deck?

MR. SHUPE: One deck with a step between the two.

MR. TORLEY: You've heard the other applicants and I

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think you get the picture of what we require.

MR. FENWICK: You're on a corner lot?

MR. SHUPE: Yes I am, Wall Place and--

MR. LUCIA: You will need a County referral, it's less than 500 feet to Route 32.

MR. TORLEY: That doesn't involve money, it involves time. Our attorney said that they have a legal limit of 30 days in which to comment so we can't do anything for 30 days that's the problem. I seriously doubt the County will find it objectionable with this deck.

MR. SHUPE: I would think not.

MR. FENWICK: Any other questions from the members of the board? Would it help if we explain it to you again what's necessary?

MR. SHUPE: I think I got it.

MR. LUCIA: Why don't I do it again so you can't say you were shortchanged. Basically, the board has to make a finding of practical difficulty in order to grant you the area variance you're seeking, in order for this board to make that finding you have to establish something called significant economic injury from the application of the zoning ordinance to your lot. Basically, that's a showing of why it is uneconomic for you to locate this deck anyplace else in a conforming manner. The deck might wind up being too small or show us why it is you need a deck this size in this location. And that you couldn't have gotten by with a smaller deck or a deck that required lesser variance without having an economic impact on you. Essentially it's comparing the cost of the parcel of which you can have with respect to sale price to its value as zoned, why it is you couldn't get as much for the property if you had a deck that conformed to the ordinance. When you come back we'd like to see some pictures of the property, and also a copy of your deed and title policy and then when you return the

May 11, 1992

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application we need the two checks one for \$50 application fee and one for \$250 deposit against town consultant fees and various town expenses.

MR. SHUPE: Okay.

MR. FENWICK: Can I have a motion?

MR. TORLEY: I move we set the gentleman up for a public hearing.

MR. NUGENT: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

*Prelim.*

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

*May 11, 1992,  
7:30 p.m.*

DATE: 4-28-92

APPLICANT: WILLIAM FITZGERALD  
1 HERBERT Hoover DR  
New Windsor NY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-28-92  
FOR (BUILDING PERMIT) 1 OF EXISTING wood Deck / metal Roof  
LOCATED AT 1 HERBERT Hoover DR  
ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 7 BLOCK: 2 LOT: 9.3  
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS: INSUFFICIENT  
REAR YARD SET BACK, Need 40 HAS  
38'-6"

*Frank Lin*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>G-10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>40'</u>	<u>38'-6"</u>	<u>1'-6"</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		

New Windsor NY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-28-92

FOR (BUILDING PERMIT) 1 OF EXISTING wood Deck / metal Roof

LOCATED AT 1 HERBERT Hoover DR

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 7 BLOCK: 2 LOT: 9.3

ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS: INSUFFICIENT

REAR YARD SET BACK, Need 40' HAS  
38'-6"

Frank Lin  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>G-10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>40'</u>	<u>38'-6"</u>	<u>1'-6"</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.-		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	%	%

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:  
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

OF APPEALS.  
714) 363-4630 PATTI

CC: Z.B.A., APPLICANT, B.P. FILE

**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.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS 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. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises WILLIAM J FITZGERALD & LORRAINE M. FITZGERALD  
 Address 1 HERBERT HOOVER DRIVE Phone (914) 561-3839  
NEW WINDSOR, N.Y. 12553  
 Name of Architect \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name of Contractor NEW WINDSOR ALUMINUM PRODUCTS  
 Address R. 2 RILEY RD NEW WINDSOR N.Y. Phone (914) 564-5844  
 State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER  
 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 EAST side of HERBERT HOOVER DRIVE  
 (N.S.E. or W.)  
 and 5 FEET feet from the intersection of UNION AVENUE.
2. Zone or use district in which premises are situated RESIDENTIAL R-4 Is property a flood zone? Yes.....No X
3. Tax Map description of property: Section 7 Block 2 Lot 9-3
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
 a. Existing use and occupancy RESIDENTIAL b. Intended use and occupancy SAME
5. Nature of work (check which applicable): New Building \_\_\_\_\_ Addition X Alteration \_\_\_\_\_ Repair \_\_\_\_\_  
 Removal \_\_\_\_\_ Demolition 10x20' EXISTING WOOD DECK W METAL ROOF COVER
6. Size of lot: Front Rear SEE PLAN Depth PLAN Front Yard PLAN Rear Yard PLAN Side Yard PLAN  
 Is this a corner lot? YES
7. Dimensions of entire new construction: Front 21' Rear 31' Depth 10' Height 9' Number of stories 1
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1  
 Number of bedrooms 4 Baths 2 Toilets 3  
 Heating Plant: Gas X Oil \_\_\_\_\_ Electric/Hot Air \_\_\_\_\_ Hot Water X EXISTING  
 If Garage, number of cars 2 10x21 WOOD DECK W METAL ROOF
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_

IF ANY WORK IS FOUND TO BE UNSATISFACTORY OR DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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Removal \_\_\_\_\_ Demolition 10x20' EXISTING WOOD DECK W METAL ROOF COVER Other \_\_\_\_\_
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If Garage, number of cars 2 10x20' WOOD DECK W METAL ROOF
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost 2200 Fee 57.00  
(to be paid on this application)
11. School District NEWBURGH

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.

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

Examined.....19.....  
 Approved.....19.....  
 Disapproved a/c.....  
 Permit No. ....

Office Of Building Inspector  
 Michael L. Babcock  
 Town Hall, 555 Union Avenue  
 New Windsor, New York 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.. *April 22* ..19.. *92* ..

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.

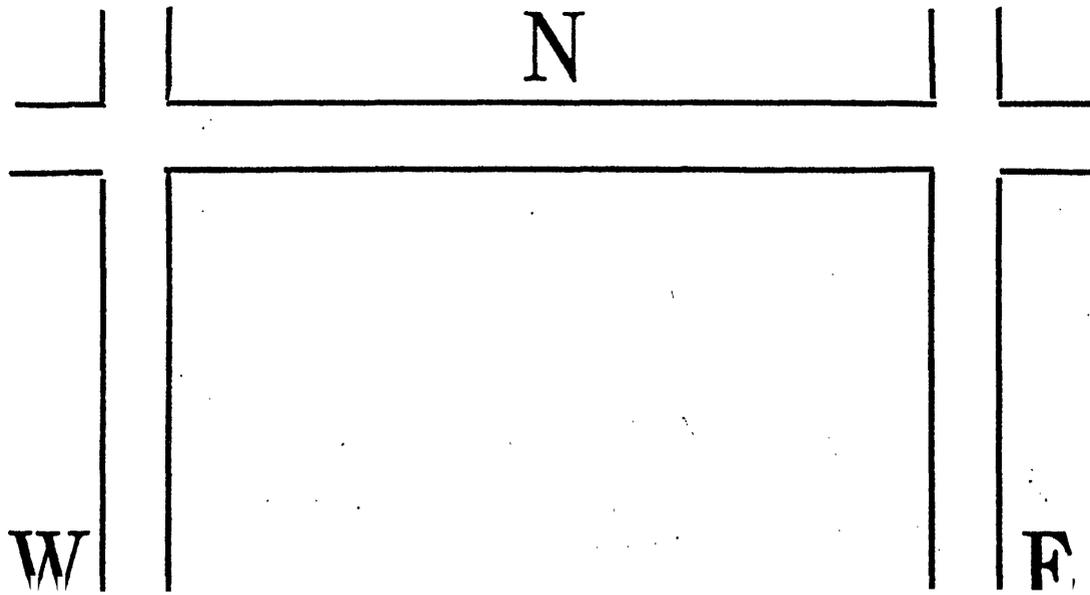
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein 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.

*William J. Fitzgerald*  
 (Signature of Applicant)

*1 Herbert Hoover Dr., N. W., NY 12553*  
 (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... *April 22* ... 19... *92*

#### INSTRUCTIONS

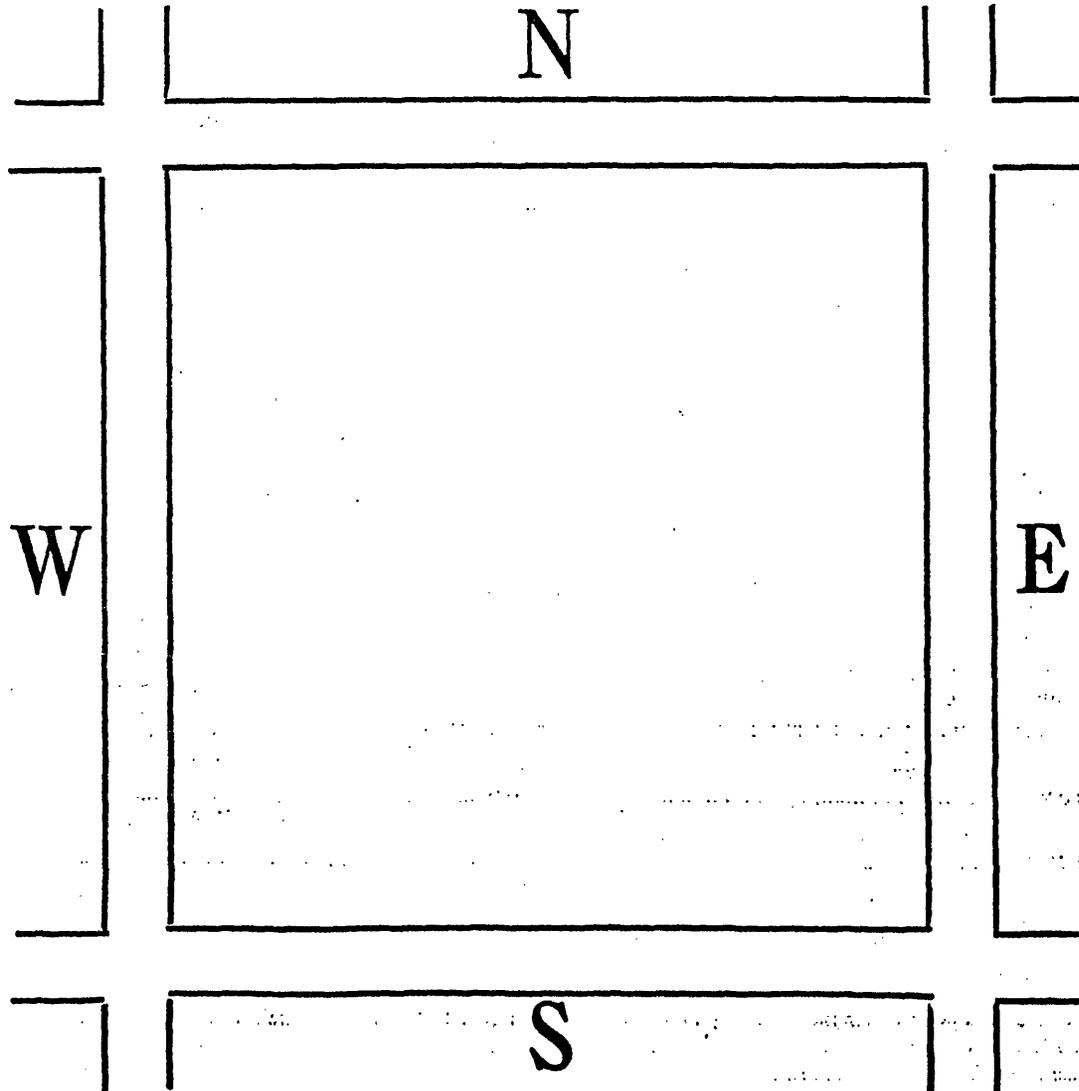
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*William J. Farrell* ..... *1 Herbert Hoover Dr. N.W. NY 12553*  
 (Signature of Applicant) ..... (Address of Applicant)

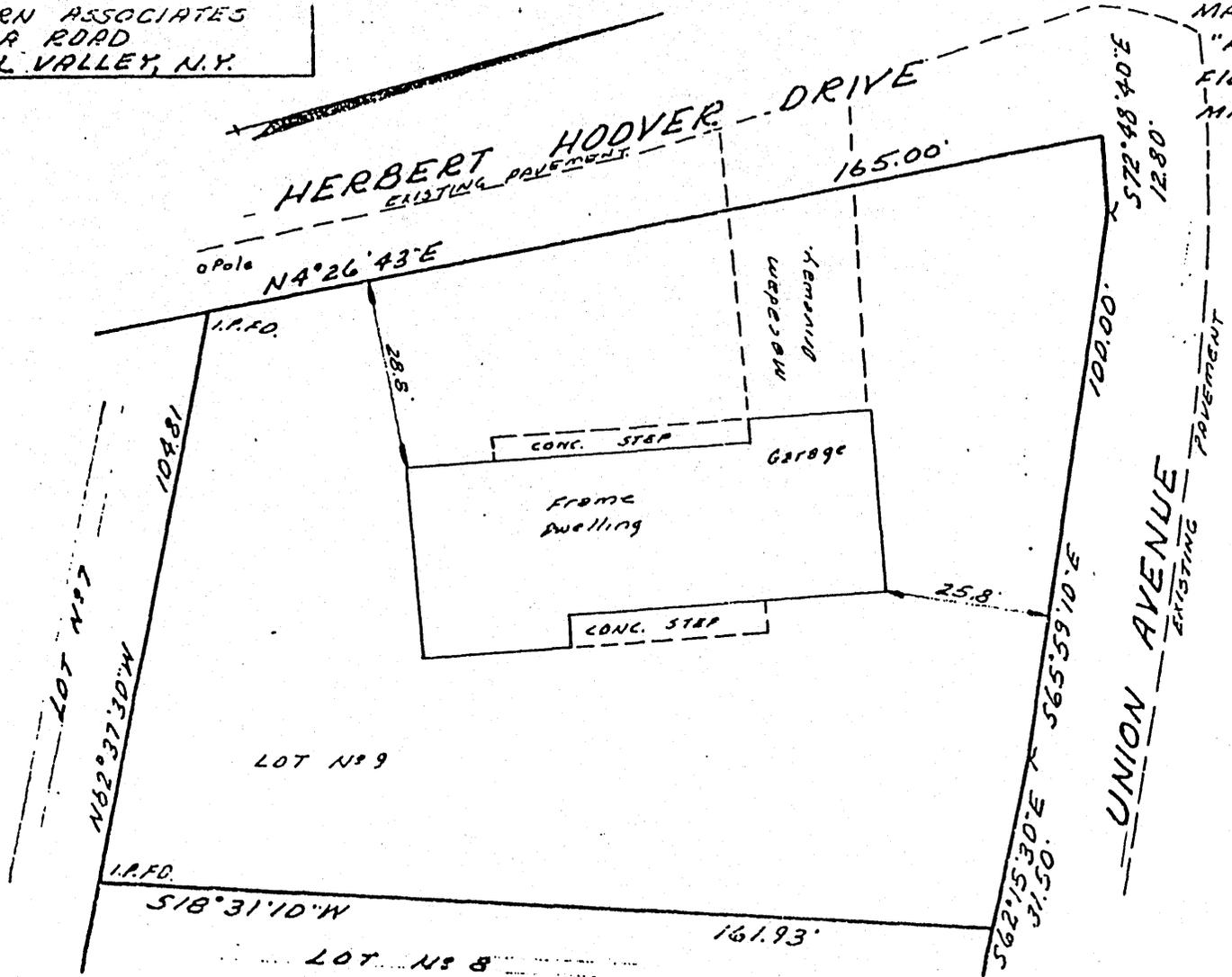
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WASHBURN ASSOCIATES  
 ESTRADA ROAD  
 CENTRAL VALLEY, N.Y.

MAP REFERENCE:  
 "ALFONSE A. SCHEITL"  
 FILED JUNE 30, 1967  
 MAP N° 2273



<b>SURVEY MAP FOR JEAN E. GRIFFIN</b>		
SCALE: 1"=30'	APPROVED BY:	DRAWN BY
DATE: DEC. 21, 1978		REVISED 1/2/79
TOWN OF NEW WINDSOR		ORANGE CO., N.Y.
		DRAWING NUMBER 1677

JEAN E. GRIFFIN  
 AMERICAN TITLE INSURANCE CO.  
 THE NEW YORK BANK FOR SAVINGS  
 CERTIFIED TRUE AND CORRECT  
 AS SHOWN HEREON.

Ronald S. Washburn  
 LIC. N° 48318

**CONTRACT OF SALE**

**DATE:** CONTRACT OF SALE made as of the 22<sup>nd</sup> day of April, 1992.

**PARTIES:** BETWEEN WILLIAM J. FITZGERALD and LORRAINE M. FITZGERALD, residing at 1 Herbert Hoover Drive, New Windsor, New York 12553,

hereinafter called "SELLER," who agrees to sell;

and ADELA SALAME-ALFIE and HARL'O M. FISHER, as joint tenants with rights of survivorship, residing at 849 N. Main Street, Spring Valley, New York 10977,

hereinafter called "PURCHASER," who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described as follows:

**PREMISES:** Street Address: 1 Herbert Hoover Drive, New Windsor, New York 12553

Tax Map Designation: Section 7, Block 2, Lot 9.3

which PREMISES are more fully described in Schedule "A" annexed hereto and made a part hereof.

**PERSONAL PROPERTY:**

The sale also includes all fixtures and articles of personal property attached to or used in connection with the "PREMISES," unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(s). They include but are not limited to plumbing, heating, lighting fixtures, stove, refrigerator, dishwasher, washer, dryer, wall to wall carpeting, living room, den and dining room curtains and drapes, garage door opener and air conditioning units, all in "AS IS" condition. Patio furniture, bumper pool table and workbench in garage. Excluded from this sale are: furniture and household furnishings.

1. (a) The Purchase Price is: \$ 154,000.00

Payable as follows:

On the signing of this contract,  
by check subject to collection \$ 7,500.00

BALANCE AT CLOSING: \$ 146,500.00

2. All money payable under this contract, unless otherwise specified, shall be either:

(a) Cash, but not over FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS,

(b) Good certified check of PURCHASER, or official check of any bank, trust company, or savings and loan

**ACCEPTABLE FUNDS:**

residing at 1 Herbert Hoover Drive, New Windsor, New York 12553,

hereinafter called "SELLER," who agrees to sell;

and ADELA SALAME-ALFIE and HARL' O M. FISHER, <sup>as joint tenants with rights of</sup> residing at 849 N. Main Street, Spring Valley, New York 10977, <sup>survivorship</sup>

hereinafter called "PURCHASER," who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described as follows:

**PREMISES:**

Street Address: 1 Herbert Hoover Drive,  
New Windsor, New York 12553

Tax Map Designation: Section 7, Block 2, Lot 9.3

which PREMISES are more fully described in Schedule "A" annexed hereto and made a part hereof.

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(a) Cash, but not over FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS,

(b) Good certified check of PURCHASER, or official check of any bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.

(c) Money, other than the Purchase Price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS, or

(d) As to otherwise agreed to in writing by **SELLER** or **SELLER'S** attorney.

**SUBJECT TO  
PROVISIONS:**

3. The **PREMISES** are to be transferred subject to:

(a) Laws and governmental regulations that affect the use and maintenance of **PREMISES**, provided that they are not violated by the buildings and improvements erected on the **PREMISES**.

(b) Consents for the erection of any structure on, under or above any streets on which the **PREMISES** abut.

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

(d) Covenants, easements and restrictions of record, if any, provided that they do not prohibit the present use and maintenance of the structure or structures now on the **PREMISES**.

(e) Such state of facts as an accurate survey or a personal inspection of the said **PREMISES** may reveal, provided the same does not render title unmarketable.

**TITLE  
COMPANY  
APPROVAL:**

4. **SELLER** shall give and **PURCHASER** shall accept such title as any reputable title company licensed to do business in the State of New York will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

**CLOSING  
DEFINED  
AND FORM  
OF DEED:**

5. "CLOSING" means the settlement of the obligations of **SELLER** and **PURCHASER** to each other under this contract, including the payment of the Purchase Price to **SELLER**, and the delivery to **PURCHASER** of a Bargain and Sale Deed with Covenant Against Grantors' Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the **PREMISES**, free of all encumbrances except as herein stated. The deed will contain a covenant by **SELLER** as required by Section 13 of the Lien Law.

**CLOSING DATE  
AND PLACE:**

6. CLOSING will take place at the office of RIDER, WEINER, FRANKEL & CALHELHA, P.C., 427 Little Britain Road, Newburgh, New York, or in the office designated by the **PURCHASER'S** lending institution on or before May 15, 1992. In the event CLOSING is held at **PURCHASER'S** lending institution (or lender's attorneys' office) outside of Orange, Dutchess, Ulster or Rockland Counties, the **PURCHASER** shall reimburse **SELLER** for additional attorneys' fees in the sum of TWO HUNDRED FIFTY AND 00/100 (\$250.00) DOLLARS.

**BROKER:**

7. **PURCHASER** hereby states that **PURCHASER** has not dealt with any broker in connection with this sale, except RE/MAX Benchmark Realty Group.

**STREETS AND  
ASSIGNMENTS  
OF UNPAID  
AWARDS:**

8. This sale includes all of **SELLER'S** ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the **PREMISES** to the center line thereof. It also includes any right of **SELLER** to any unpaid award by reason of any taking by condemnation and/or for any damage to the **PREMISES** by reason of change of grade of any street or highway. **SELLER** will deliver, at no additional cost to **PURCHASER**, at **CLOSING**, or thereafter, on demand, any documents which **PURCHASER** may require to collect the award and damages.

**COMPLIANCE  
WITH STATE  
AND  
MUNICIPAL  
DEPARTMENT  
VIOLATIONS  
AND ORDERS:**

9. **SELLER** will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor condition affecting the **PREMISES** at the date hereof. The **PREMISES** shall be transferred free of them at **CLOSING**. **SELLER** shall furnish **PURCHASER** with any authorizations necessary to make the searches that could disclose the matters.

**APPORTION-  
MENTS:**

10. The following are to be apportioned as of midnight of the day before the day of **CLOSING**:

(a) Taxes, water charges and sewer rents based on the fiscal period for which assessed.

(b) Fuel, if any.

If **CLOSING** shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the last assessed valuation.

Any errors or omissions in computing apportionments at **CLOSING** shall be corrected. This provision shall survive **CLOSING**.

**WATER METER  
READINGS:**

11. If there is a water meter on the **PREMISES**, **SELLER** shall furnish a reading to a date not more than thirty (30) days before **CLOSING** date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

**ALLOWANCE  
FOR UNPAID  
TAXES, ETC:**

12. **SELLER** has the option to credit **PURCHASER** as an adjustment of the Purchase Price with the amount of any taxes, unpaid taxes, assessments, water charges and sewer rents, together with interest and penalties thereon to a date not less than five (5) business days after **CLOSING**, provided that official bills therefor computed to said date are produced at **CLOSING**, or **PURCHASER'S** title company shall be willing to insure **PURCHASER** against such charges.

USE OF  
PURCHASE  
PRICE TO PAY  
ENCUM-  
BRANCES:

13. If there is anything else affecting the sale which **SELLER** is obligated to pay and discharge at **CLOSING**, **SELLER** may use any portion of the balance of the Purchaser Price to discharge it. As an alternative, **SELLER** may deposit money with the title insurance company employed by **PURCHASER** as required by it to assure discharge, but only if the title insurance company will insure **PURCHASER'S** title clear of the matter or insure against its enforcement out of the **PREMISES**. Upon request made within a reasonable time before **CLOSING**, **PURCHASER** agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT  
AS TO  
JUDGMENTS,  
BANKRUPT-  
CIES:

14. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of **SELLER**, **SELLER** shall deliver a satisfactory detailed affidavit at **CLOSING** showing that they are not against **SELLER**.

DEED  
TRANSFER AND  
RECORDING  
TAXES:

15. At **CLOSING**, **SELLER** shall deliver a check payable to the order of the appropriate county officer in the amount of any applicable transfer tax payable by reason of the delivery or recording of a deed. The **PURCHASER** shall pay the recording fees for the recording of the deed.

PURCHASER'S  
LIEN:

16. All money paid on account of this contract, and the reasonable expenses of examination of the title to the **PREMISES** and of any survey and survey inspection charges are hereby made liens on the **PREMISES** and collectable out of the **PREMISES**. Such liens shall not continue after default in performance of the contract by **PURCHASER**.

CONDITION OF  
PREMISES:

17. The **PURCHASER** has examined the **PREMISES** and the personal property above described and takes them in their present condition and "AS IS." Neither the **SELLER** nor any agent or representative of the **SELLER** has made any representations or promises upon which the **PURCHASER** has relied regarding the physical condition of the **PREMISES**, the equipment and fixtures therein contained, or any other matter or thing relating to the property hereby contracted to be sold, except as is expressly set forth in this agreement. The **SELLER** shall not be liable for or in any manner bound by any verbal or written statements or representations by any person or persons, unless such representations are expressly set forth in this agreement.

LIMITED  
WARRANTIES:

18. The **SELLER** represents, same not to survive delivery of the Deed, that all plumbing, electrical, air conditioning and heating systems included in this sale will be in working order on the date title closes. This representation shall not survive **CLOSING**.

ENGINEER'S  
OR OTHER  
INSPECTIONS:

19. Within ten (10) days of receipt by PURCHASER'S attorney of a fully executed copy of this agreement, PURCHASER, at PURCHASER'S own cost and expense, shall have the right to have the PREMISES inspected by a building inspector or inspection firm(s) for any of the following:

(a) Existence of a potable water supply adequate and fit for human consumption,

(b) Presence of termites, carpenter ants or other wood destroying insect infestation, and

(c) Mechanical and structural conditions or the improvements on the subject PREMISES.

(d) Radon in excess of 4.0 pCi/L

In the event such inspections reveal or disclose an inadequate supply or contamination of the water supply; the presence of wood destroying insect infestation; or, unsatisfactory mechanical or structural condition or conditions, then or in any such events the PURCHASER shall provide the SELLER with a written report thereof within two (2) days of the aforesaid deadline to conduct the inspection, and if PURCHASER fails to notify SELLER of an unsatisfactory report within the time specified herein, then such condition or conditions shall be deemed waived. Upon receipt of the written report from PURCHASER, the SELLER may thereupon and within ten (10) days of the receipt of such report, at SELLER'S option, agree to correct the conditions reported, or in the alternative, refund all monies paid on account of the purchase price hereof to the PURCHASER whereupon this agreement shall be deemed canceled and of no further effect. Notwithstanding the election of the SELLER to terminate this agreement as aforesaid, the PURCHASER shall have the final option to proceed with the consummation of this transaction, taking the property subject to such conditions and damage as may exist and the further terms of this agreement, provided that written notice is delivered to the SELLER within five (5) days of the PURCHASER'S receipt of the SELLER'S notice of election to terminate. Time is of the essence as to each and every time period set forth in this paragraph.

ASA  
2/27/14

RIGHT TO  
INSPECT:

20. The PURCHASER shall have the right to inspect the PREMISES at any reasonable time upon notice to SELLER during the two (2) days prior to the date of CLOSING.

CONDITION AT  
DELIVERY:

21. The SELLER will deliver the PREMISES vacant and broom clean, free all rubbish, garbage, debris and waste.

CERTIFICATE  
OF  
OCCUPANCY:

22. The SELLER shall produce a certificate of occupancy at the CLOSING called for herein or a letter from the municipal agency having jurisdiction that no certificate of occupancy was required at the time the improvements to the PREMISES were constructed.

MORTGAGE  
CONTINGENCY  
CLAUSE:

23. This sale is conditional upon the PURCHASER obtaining a mortgage commitment for a conventional mortgage for a fixed term of not less than fifteen (15) years in the amount of ~~ONE HUNDRED FORTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$146,500.00)~~ \* DOLLARS at the prevailing interest rates. PURCHASER agrees \*ONE HUNDRED FORTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$146,500.00)

ASA  
2/27/14

to promptly make application to a lending institution for such mortgage commitment. PURCHASER further agrees to notify SELLER'S attorney promptly of the result of such application for a mortgage loan. In the event PURCHASER is unable to obtain a mortgage commitment within thirty (30) days from the date PURCHASER's attorney receives a fully executed copy of this contract, then either party shall have the right to cancel this contract by written notice within ten (10) days after the last day for PURCHASER to obtain such mortgage commitment. In the event that notice of cancellation is given within the time provided above, this contingency shall be deemed waived and the contract shall remain in full force and effect. If the contract is cancelled by reason of inability of the PURCHASER to obtain the loan as herein indicated, any monies paid on account of this contract shall be refunded to the PURCHASER.

In no event shall the SELLER be responsible for the payment of any points or expenses or origination fees in connection with any mortgage being obtained to finance this purchase by the PURCHASER. Time is of the essence as to each and every time period set forth in this paragraph.

POST CLOSING  
OCCUPANCY:

~~24. SELLER may retain possession of the PREMISES from closing for up to three (3) days, provided SELLER gives PURCHASER notice at least five (5) days prior to the date set for closing. In the event SELLER elects to retain possession as aforesaid, the following terms shall apply:~~

(a) SELLER will be responsible for the cost of all utility service until SELLER vacates the PREMISES.

(b) All adjustments for taxes shall be made as of the date SELLER is to vacate the PREMISES. SELLER shall occupy the PREMISES at their own risk, and shall indemnify and hold PURCHASER harmless from all claims and expense, including injuries or property damages, arising out of SELLER's occupation of the PREMISES.

(c) In the event SELLER fails to vacate on the specified date, SELLER shall pay rent thereafter at the rate of ONE HUNDRED AND 00/10 (\$100.00) DOLLARS per day, and PURCHASER may commence summary proceedings to remove SELLER in which case SELLER shall be responsible for any attorneys fees and expenses incurred by PURCHASER in such proceeding.

TITLE  
DEFECTS AND  
LIMITATION  
OF  
LIABILITY:

25. If the SELLER shall be unable to convey a good and marketable title subject to and in accordance with this agreement, the sole obligation of the SELLER shall be to refund the PURCHASER'S down payment made herein, without interest thereon, and to reimburse PURCHASER for the cost of title examination (expense actually incurred by PURCHASER for title examination, in no event to exceed net amount which would be charged by a title company in the County of Orange for title examination of PREMISES described herein without issuance of a policy) and survey, if PURCHASER had ordered and paid for same, and upon making of such refund, this agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this agreement, and the lien, if any, of the PURCHASER against the PREMISES shall wholly cease. The

**SELLER** shall not be required to bring any action or proceeding or otherwise to incur any expenses to render the title to the **PREMISES** marketable. The **PURCHASER** may, nevertheless, accept such title as the **SELLER** may be able to convey without any further liability on the part of the **SELLER** and without any abatement or reduction of the Purchase Price. The acceptance of a deed by the **PURCHASER** shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the **SELLER** to be performed pursuant to the contract.

**NOTICE OF  
TITLE  
DEFECTS:**

26. **PURCHASER** shall notify **SELLER'S** attorney in writing by certified mail, return receipt requested, of any objections to title at least ten (10) days before closing of title. The submission of a copy of a title report for the **PREMISES** shall be deemed compliance with this paragraph with respect to the title exceptions listed therein. **SELLER** shall be entitled to a reasonable adjournment of the **CLOSING** date in order to clear any such objections to title, but if **SELLER** is unable to clear any such objections to title, **SELLER** shall have the option to terminate this contract by notifying **PURCHASER'S** attorney in writing by certified mail, return receipt requested, of such termination, whereupon the terms and conditions set forth in paragraph "27" herein shall apply.

**DOWN PAYMENT  
IN ESCROW:**

27. The down payment shall be held in escrow by **RIDER, WEINER, FRANKEL & CALHELHA, P.C.** (the "Escrow Agent"), as herein provided in an account maintained at Key Bank of Eastern New York, N.A., Union Avenue, Newburgh, New York, until **CLOSING** or until a default hereunder by **PURCHASER**, at which time it shall be delivered to **SELLER**. If **SELLER** defaults hereunder, the down payment shall be returned to **PURCHASER**. The Escrow Agent shall deposit the escrow fund in the firm trust account without interest. The **SELLER** and **PURCHASER** hereby direct the Escrow Agent to request, and the broker to deliver to the Escrow Agent any portion of the down payment held by the broker. The Escrow Agent shall have no liability for, or be responsible for any portion of the down payment held by a broker unless and until such sums are received by the Escrow Agent.

The Escrow Agent shall not be liable to any of the parties for any act or omission, except for bad faith or gross negligence, and the parties hereby agree to indemnify the Escrow Agent and hold the Escrow agent harmless from any claims, damages, losses or expenses (including attorneys' fees) arising in connection herewith. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrow Agent shall not be bound to release and deliver the escrow fund to either party but may either continue to hold the escrow fund until Escrow Agent is otherwise directed in a writing signed by all parties hereto or Escrow Agent may deposit the down payment with the clerk of any court of competent jurisdiction. Upon such deposit, the Escrow Agent will be released from all duties and responsibilities hereunder.

The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it in respect to the **PREMISES** or the subject matter of this

agreement unless requested to do so by **PURCHASER** or **SELLER** and indemnified to its satisfaction against the cost and expense of such defense (including attorneys' fees). The Escrow Agent shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this agreement. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

The parties agree that, notwithstanding the role of **RIDER, WEINER, FRANKEL & CALHELHA, P.C.** as Escrow Agent, **RIDER, WEINER, FRANKEL & CALHELHA, P.C.**, may and does represent **SELLER** as legal counsel in connection with the subject matter of this agreement and otherwise.

**SURVEY:**

28. **PURCHASER** shall have the right to have a survey and description prepared of the **PREMISES** provided it is prepared by a licensed surveyor or professional engineer at **PURCHASER'S** cost and expense. If a copy of such survey and description are provided to **SELLER'S** attorney prior to that date of **CLOSING**, and provided such survey is certified to **SELLER**, then **SELLER** agrees to use such survey description in the deed of conveyance in lieu of the description set forth in this contract.

**PURCHASER'S  
DEFAULT:**

29. If **PURCHASER** shall default hereunder, the down payment paid by **PURCHASER** to **SELLER** on account of this agreement may, at **SELLER'S** option, be retained by **SELLER**. In the event **SELLER** elects to retain the down payment, both parties shall be relieved and released of and from any further liabilities hereunder, and **PURCHASER** expressly releases any lien **PURCHASER** may have against the property.

**ASSIGNMENT  
OF CONTRACT:**

30. Neither the **SELLER** nor the **PURCHASER** shall assign or otherwise transfer this agreement without prior written consent of the other.

**ENTIRE  
AGREEMENT:**

31. All prior understandings and agreements between **SELLER** and **PURCHASER** are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

**CHANGES MUST  
BE IN  
WRITING:**

32. This contract may not be changed or cancelled, except in writing. The contract shall also apply to bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

PURCHASER'S RIDER TO CONTRACT OF SALE BETWEEN  
WILLIAM J. FITZGERALD AND LORRAINE M. FITZGERALD, AS SELLER,  
AND ADELA SALAME-ALFIE AND HARL'O M. FISHER, AS PURCHASER

Notwithstanding anything to the contrary contained in the annexed Contract of Sale, it is specifically agreed between the parties as follows:

R-1 If the terms and conditions of this Rider shall conflict with the terms and conditions of the Contract of Sale and any Riders attached thereto by Seller, the terms of this Rider shall control.

R-2 The "subject to" provisions contained in paragraph 3 of the Contract of Sale are acceptable to the Purchaser so long as easements are limited to utility easements serving the subject premises or are located with fifteen (15) feet of any boundary line and none of said provisions render title unmarketable or prohibit use of the subject premises as a single family residence.

R-3 The Seller represents that the subject premises is connected to and serviced by municipal water and sewage systems.

R-4 The premises shall be delivered vacant and broom clean on the date of the delivery of the deed.

R-5 Seller represents that Herbert Hoover Drive is a municipally maintained road.

R-6 Notwithstanding paragraph 17, Seller represents that the appliances will be in working order and the roof free of leaks at the time of closing or delivery of possession. This paragraph shall not survive closing of title.

R-7 Seller shall give Purchaser's attorney written notice, by first class mail return receipt requested, of his election to retain the downpayment as liquidated damages under the terms of paragraph 29. Said notice shall list Purchaser's alleged default(s). Purchaser shall have Ten (10) days from receipt of said notice to cure any default(s) or object to release of the downpayment to the Seller as liquidated damages.

*William J. Fitzgerald* 4/21/92  
WILLIAM J. FITZGERALD DATE  
*Lorraine M. Fitzgerald*  
By *William J. Fitzgerald* ATTY. IN FACT  
LORRAINE M. FITZGERALD DATE  
4/21/92

*Adela Salame-Alfie* 4/21/92  
ADELA SALAME-ALFIE DATE  
*Harl'O M. Fisher* 4/21/92  
HARL'O M. FISHER DATE

INGULAR  
LSO MEANS  
LURAL:

33. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

R-1. Paragraph R-1 is continued on Rider attached hereto and made a part hereof.

**SELLER:**

*William J. Fitzgerald*  
\_\_\_\_\_  
WILLIAM J. FITZGERALD  
*Lorraine M. Fitzgerald*  
*by William J. Fitzgerald, Attorney in Fact.*  
\_\_\_\_\_  
LORRAINE M. FITZGERALD

**PURCHASER:**

*Adela Salame-Alfie*  
\_\_\_\_\_  
ADELA SALAME ALFIE  
*Harl'o M. Fisher*  
\_\_\_\_\_  
HARL'O M. FISHER

**SCHEDULE "A"**

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, known and designated as Lot #9 on a certain map entitled "Map of Lands of Alfonse A. Scheitl, Town of New Windsor, Orange County," dated April 26, 1965 by Theodore Jargstorf and filed in the Orange County Clerk's Office June 30, 1967 as Map #2273 in Book #4 of New Windsor, Page 69.

BEGINNING at a point at the intersection of the easterly line of Herbert Hoover Drive with the southerly line of Union Avenue and runs thence along said line of Union Avenue S 72° 48' 40" E. 12.80 ft. to a point, thence continuing along said Line S 65° 59' 10" E. 100.0 ft. to a point, thence continuing S 62° 15' 30" E. 31.50 ft. to a point at the northwesterly corner of Lot #8, as shown laid down and designated on a map filed in the Orange County Clerk's Office titled "Lands of Alfonse A. Scheitl" thence along the westerly line of said Lot #8, S-18° 31' 10" W. 161.93 ft. to a point in the northerly line of Lot #7 of said map, thence along said line N 62° 37' 30" W. 104.81 ft. to a point along said line N 4° 26' 43" E. 165.0 ft. to the point or place of beginning.

SUBJECT to restrictions, reservations, covenants, conditions, grants, pole, rights of easements of record.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

50

May 13, 1992

William J. & Lorraine M. Fitzgerald  
1 Herbert Hoover Drive  
New Windsor, New York 12553

Re: Variance List 500 ft./ 7-2-9.3

Dear Mr. & Mrs. Fitzgerald:

According to our records, the attached list of property owners are within five hundred (500) ft. of the above referenced property.

The charge for this service is \$65.00, minus your deposit of \$25.00. Please remit balance of \$40.00 to the Town Clerk's office.

Sincerely,

*J. Cook*

LESLIE COOK  
Sole Assessor

LC/cad,cp  
Attachment  
cc: Pat Barnhart

Grehl, James A. & Judy Lynn  
24 Cimorelli Drive  
New Windsor, NY 12553 X

L'Estrange, Richard & Nancy D.  
26 Cimorelli Dr.  
New Windsor, NY 12553 X

Verzi, Matteo Jr. & Emily E.  
28 Cimorelli Dr.  
New Windsor, NY 12553 X

Marcantonio, Nicholas & Charlotte  
30 Cimorelli DR.  
New Windsor, NY 12553 X

Riccio, Albert J. & Gladys M.  
17 Cimorelli Dr.  
New Windsor, NY 12553 X

Baker, Garin  
478 Union Ave.  
New Windsor, NY 12553 X

Lindenauer, Harvey & Maxine E.  
15 Cimorelli Dr.  
New Windsor, NY 12553 X

Spicci, Patricia A. & Soukup, Vincent L.  
13 Cimorelli Dr.  
New Windsor, NY 12553 X

Ferraiulo, Anthony P. & Shirley P.  
11 Cimorelli Dr.  
New Windsor, NY 12553 X

Tom Wai King & Victor  
1 Park Hill Dr.  
New Windsor, NY 12553 X

Dubaldi, Carmen R. & Louise A. & Carmen R. Jr.  
3 Park Hill Dr.  
New Windsor, NY 12553 X

Guadagno, John Anthony & Concetta Mary  
5 Park Hill Dr.  
New Windsor, NY 12553 X

Mesaris, Joan  
7 Park Hill Dr. X  
New Windsor, NY 12553

Ronsini, Frank X  
9 Park Hill Dr.  
New Windsor, NY 12553

Denny, William & Concetta  
2 Herbert Hoover Dr. X  
New Windsor, NY 12553

Gaudioso, Bartholomew R.  
4 Herbert Hoover Dr. X  
New Windsor, NY 12553

Muscarella, Lenin & Anne  
6 Herbert Hoover Dr. X  
New Windsor, NY 12553

Kun, Julius & Susanne  
8 Herbert Hoover Dr. X  
New Windsor, NY 12553

Rodriguez, Edwin & Maria  
447 Union Ave. X  
New Windsor, NY 12553

Lewis, Edward J. Jr. & Janice E.  
7 Herbert Hoover Dr. X  
New Windsor, NY 12553

Walsh, Edward P. & Joan L.  
5 Herbert Hoover Dr. X  
New Windsor, NY 12553

Bennett, John F. & Hilda M.  
3 Herbert Hoover Dr. X  
New Windsor, NY 12553

Peragine, Joseph Thomas  
2 Park Hill Dr. X  
New Windsor, NY 12553

Horan, Edward G. & Dina M.  
4 Park Hill Dr. X  
New Windsor, NY 12553

Tucker, Harold & Frances T.  
6 Park Hill Dr. X  
New Windsor, NY 12553

Petro, John & Martha  
8 Park Hill Dr. X  
New Windsor, NY 12553

Litterilla, Thomas J.  
3165 Barna Ave. X  
Titusville, Fla. 32780

Lyden, John & Theresa A. X  
13 Park Hill Drive  
New Windsor, NY 12553

Dunikowski, John V. X  
15 Park Hill Drive  
New Windsor, NY 12553

Sky-Lom New Windsor Development Corp.  
430 Park Avenue X  
New York, NY 10022

Clinton, Frank & Sally X  
452 Union Ave.  
New Windsor, NY 12553

Sturupp, Daniel & Delores Von Gerichten  
P.O. Box 148 X  
Newburgh, NY 12550

Gutheil, Douglas E. & Rosemary E.  
446 Union Ave. X  
New Windsor, NY 12553

Carpenter, Joseph & Maria X  
9 San Giacomo Dr.  
New Windsor, NY 12553

Trotta, Gerard & Emilia X  
438 Union Ave.  
New Windsor, NY 12553

Ortiz, Frank & Carmen X  
& Cataldo, Philip & Mabel  
P.O. Box 6247  
Grand Central Station  
New York, NY 10163

Soto, Ediberto & Nancy X  
34 Keats Dr.  
New Windsor, NY 12553

Salgado, Victor & Rosa L. X  
36 Keats Dr.  
New Windsor, NY 12553

Cuomo, Paul V. & Jacqueline L. X  
38 Keats Dr.  
New Windsor, NY 12553

Gillen, John N. & Brenda X  
40 Keats Dr.  
New Windsor, NY 12553

Karp, Leonard A. & Linda B. X  
42 Keats Dr.  
New Windsor, NY 12553

Glick, Judith X  
44 Keats Dr.  
New Windsor, NY 12553

Iorio, Vincent D. & Bettina  
31 Keats Dr. X  
New Windsor, NY 12553

Colonnelli, Raymond & Elizabeth  
33 Keats Dr. X  
New Windsor, NY 12553

Acunzo, Thomas G. & Janice A.  
37 Keats Dr. X  
New Windsor, NY 12553

Mylonas, Pope & Dimitrios  
41 Keats Dr. X  
New Windsor, NY 12553

Heater, Richard M. & Mary F.  
43 Keats Dr. X  
New Windsor, NY 12553

Morrison, Edmund A. & Nancy G.  
45 Keats Dr. X  
New Windsor, NY 12553

DeSousa, Adriano & Beatriz  
51 Keats Dr. X  
New Windsor, NY 12553

Zielinski, Stanley & Halina  
53 Keats Dr. X  
New Windsor, NY 12553



MARY McPHILLIPS  
County Executive

Rec'd.  
ZBA 5/20/92

Department of Planning  
& Development

124 Main Street  
Goshen, New York 10924  
(914) 294-5151

PETER GARRISON Commissioner  
VINCENT HAMMOND Deputy Commissioner

ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT  
239 L, M or N Report

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 12 92 M

County I.D. No. 7 / 2 / 9.3

Applicant William Fitzgerald

Proposed Action: Area variance - rear yard for existing deck with roof

State, County, Inter-Municipal Basis for 239 Review within 500' of Cty. Hwy. #69

Comments: There are no significant Inter-community or Countywide concerns to bring to your attention.

\_\_\_\_\_  
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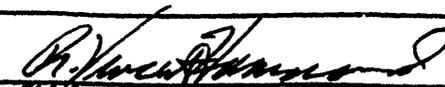
Related Reviews and Permits \_\_\_\_\_

County Action: Local Determination  Disapproved \_\_\_\_\_ Approved \_\_\_\_\_

Approved subject to the following modifications and/or conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5/18/92  
Date

  
\_\_\_\_\_  
Vincent Hammond

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----x  
In the Matter of Application for Variance of

William Fitzgerald

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#92-12.  
-----x

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

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On May 20, 1992., I compared the 50. addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
20<sup>th</sup> day of May, 1992.

Deborah Green  
Notary Public

**DEBORAH GREEN**  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1993

**FROM**

Vincent L. Soukup  
Professional Engineer  
13 Cimorelli Dr.  
New Windsor, NY 12553

Rec'd. ZBA  
6/1/92 (PAB)

**I have no  
objections.**

*Vincent Soukup*

**5/22/92**

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 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 14  
Request of WILLIAM J. & LORRAINE M. FITZGERALD  
for a VARIANCE of

the regulations of the Zoning Local Law to  
INSUFFICIENT REAR YARD FOR EXISTING  
permit DECK WHICH APX. 38 FEET 6 INCHES  
FROM REAR PROPERTY LINE.

being a VARIANCE of  
Section 48-12 TABLE OF USE/BULK REQS - COL. 4  
for property situated as follows:

1 HERBERT HOOVER DRIVE  
NEW WINDSOR, N. Y. 12553  
Known & designated as Tax Lot Sec. 7-Bk. 2-Lot 9.3.

SAID HEARING will take place on the 8th day of  
June, 1992, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

Richard Fenwick  
Chairman

Ath: Carol.

ORANGE COUNTY DEPARTMENT OF PLANNING  
APPLICATION FOR MANDATORY COUNTY REVIEW  
OF LOCAL PLANNING ACTION

(Variances, Zone Changes, Special Permits, Subdivisions, Site Plans)

Local File No. 92-12

1. Municipality Town of New Windsor Public Hearing Date 6/8/92  
 City, Town or Village Board     Planning Board     Zoning Board

2. Owner: Name Fitzgerald, Wm.  
Address 1 Herbert Hoover Drive

3. Applicant\*: Name (Same)  
Address \_\_\_\_\_

\* If Applicant is owner, leave blank

4. Location of Site: corner Union Avenue  
(street or highway, plus nearest intersection)

Tax Map Identification: Section 7 Block 2 Lot 9.3

Present Zoning District R-4 Size of Parcel 165' x 144'

5. Type of Review:  
Special Permit: \_\_\_\_\_

Variance: Use \_\_\_\_\_

Area Rear yard for existing deck w/ roof

Zone Change: From \_\_\_\_\_ To \_\_\_\_\_

Zoning Amendment: To Section \_\_\_\_\_

Subdivision: Number of Lots/Units \_\_\_\_\_

Site Plan: Use \_\_\_\_\_

5/13/92  
Date

Patricia A. Bankart, Secy.  
Signature and Title

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS  
APPLICATION FOR VARIANCE

# 92-14.  
Date: 5/12/93

I. ✓ Applicant Information:

- (a) WILLIAM J. AND LORRAINE M. FITZGERALD, 1 HERBERT HVR. DR. N.W. N.Y. <sup>561-3839</sup>  
(Name, address and phone of Applicant) (Owner) <sup>12553</sup>
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) RIDER WEINER FRANKELY CALHELHA P.C. 437 LITTLE BRITAIN RD., P.O. 2281  
(Name, address and phone of attorney) <sup>NEW WINDSOR, N.Y. 12553</sup>  
562-9100
- (d) NEW WINDSOR ALUM. PRODUCTS R.D. 2, RILEY RD., N.W. N.Y. 564-5844  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance  Sign Variance
- Area Variance  Interpretation

III. ✓ Property Information:

- (a) R-4 1 HERBERT HVR. DR. NEW WINDSOR, N.Y. 7-2-9.3 165' x 144'  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 8/20/85
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow: \_\_\_\_\_  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) <sup>N/A</sup> 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.

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V.  Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. 6.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
- Reqd. Rear Yd. <u>90'</u>	<u>38'-6"</u>	<u>1'6"</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt: _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____%	_____%	_____%
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

- \* Residential Districts only
- \*\* No-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 may have made to alleviate the difficulty other than this application.

NEED C.O. FOR DECK FOR PENDING SALE OF HOME IN ORDER TO AVOID PRACTICAL DIFFICULTY AND ECONOMIC LOSS TO SELLER

ONE END OF DECK (NORTH) IS OVER 41' TO PROPERTY LINE - SOUTH END OF DECK IS APPROX. 18 INCHES DEFICIENT - REMOVING 18" OF DECK NOT A PRACTICAL/ECONOMIC SOLUTION

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____

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

signs. N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

VII. Interpretation <sup>N/A</sup>

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.
- (b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIII. <sup>✓</sup> 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 is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

THIS SUN DECK UPGRADES THIS CORNER LOT FOR RESIDENCE AND OFFERS ADDITIONAL PROTECTION FOR OCCUPANTS CHILDREN OR AGED PARENTS FROM THE HAZARDS OF NEARBY ROAD (UNION AVE). IN ADDITION IT UPGRADES APPEARANCE OF REAR YARD AND PROVIDES OPPORTUNITY TO ENHANCE LANDSCAPING OF LOT. (TREES & SHRUBS IN PLACE) AND PROVIDES A COMFORTABLE SETTING FOR OCCUPANT.

IX. <sup>✓</sup> Attachments required:

- Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy of deed and title policy.
- 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 in question.
- N/A Copy(ies) of sign(s) with dimensions and location.
- Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR.
- Photographs of existing premises which show all present

X. Affidavit.

Date: May 12, 1992

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/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

*William J. Fitzgerald*  
(Applicant)  
*Laraine M. Fitzgerald*

Sworn to before me this  
12<sup>th</sup> day of May, 1992.

*Diane M. Tavano/Lare*

DIANE M. TAVANO / LARE  
NOTARY PUBLIC, State of New York  
No. 4631568  
Qualified in Ulster County  
Term Expires May 31, 1992

XI. ZBA Action:

- (a) Public Hearing date: \_\_\_\_\_.
- (b) Variance: Granted  Denied
- (c) Restrictions or conditions: \_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



A 201

Revised N.Y.S.U. Form 6001  
March 6, 1988, 142 Revised Against Grantor's Use - Ind. or Corp.

DATE CODE

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

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

33 - 13572

THIS INDENTURE, made the \_\_\_\_\_ day of August, nineteen hundred and eighty-five  
BETWEEN JEAN E. GRIFFIN, residing at 1 Herbert Hoover Drive, New Windsor,  
New York 12550,

059895

party of the first part, and WILLIAM J. FITZGERALD and LORRAYNE M. FITZGERALD, husband  
and wife, both residing at 226 Ehrhardt Road, Pearl River, New York 10965,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN AND 00/100-----

-----(\$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 first 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,  
known and designated as Lot #9 on a certain map entitled "Map of Lands of  
Alfonse A. Scheitl, Town of New Windsor, Orange County", dated April 26, 1963  
by Theodore Jargstorf and filed in the Orange County Clerk's Office June 30,  
1967 as Map #2273 in Book #4 of New Windsor, Page 69.

XD

Sec. 7  
Block 2  
Lot 9.3

BEGINNING at a point at the intersection of the easterly line of Herbert Hoover  
Drive with the southerly line of Union Avenue and runs thence along said line  
of Union Avenue S 72° 48' 40" E 12.80 ft. to a point, thence continuing along  
said line S 65° 59' 10" E 100.0 ft. to a point, thence continuing S 62° 15' 30"  
E. 31.50 ft. to a point at the northwesterly corner of Lot #8, as shown laid  
down and designated on a map filed in the Orange County Clerk's Office titled  
"Lands of Alfonse A. Scheitl" thence along the westerly line of said Lot #8,  
S 18° 31' 10" W 161.93 ft. to a point in the northerly line of Lot #7 of said  
map, thence along said line N 62° 37' 30" W. 104.81 ft. to a point in the  
easterly line of said Herbert Hoover Drive, thence along said line N 4° 26' 43"  
E. 165.0 ft. to the point or place of beginning.

SUBJECT to grants of record to public utilities.

SUBJECT to covenants and restrictions in Liber 2120 cp. 780.

BEING the same premises conveyed by Stanley Levinson to Jean E. Griffin by deed  
dated January 3, 1979 and recorded in the Orange County Clerk's Office on  
January 4, 1979 in Liber 2120 of Deeds at page 780.

Post-It™ brand fax transmittal memo 7671 # of pages > 3

To	Barbara	From	Dean
Co.	Kent's Personnel	Co.	Horizon
Dept.		Phone #	
Fax #		Fax #	

LIBER 2400 pg 324

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

In presence of:

*Chas M. Usher*

*Jean E. Griffin*  
JEAN E. GRIFFIN

STATE OF NEW YORK, COUNTY OF Orange

On the 20 day of August, 1985, before me personally came

JEAN E. GRIFFIN

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

*Elliott M. Wiener*

ELLIOTT M. WIENER  
Notary Public, State of New York  
Residing in Orange County  
Commission expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

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 executed the same.

STATE OF NEW YORK, COUNTY OF

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.

STATE OF NEW YORK, COUNTY OF

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.

**Regrain and Sale Book**  
With COVENANT AGAINST GRANTOR'S ACTS  
TITLE No.

JEAN E. GRIFFIN

TO

WILLIAM J. FITZGERALD and  
LORRAINE M. FITZGERALD

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

RETURN BY MAIL TO:

Alexander Gurevitch, Esq.  
157 North Middletown Road  
Pearl River, New York 10965

Zip No.

*370-14-12*  
*H. Fitzgerald*

Reserve this space for use of Recording Office.

RECEIVED  
REAL ESTATE  
AUG 22 1985  
TRANSFER TAX  
ORANGE COUNTY

LIBER 2400 PC 326

Orange County Clerk's Office, c/a  
Proposed in the *State* day  
of *Aug* 1985, by *JEAN E. GRIFFIN*  
and *LORRAINE M. FITZGERALD*  
and *WILLIAM J. FITZGERALD*  
at page 374.  
and Examined.  
*Minerva S. Murphy*

**KAR-VIN ABSTRACT CORP.**

273 Quassaick Avenue  
New Windsor, NY 12553  
(914) 562-2622  
Fax No. (914) 565-8737

5/07/92

David J. Stiles, Esq.  
PO Box 62  
Salisbury Mi NY 12577

Re: Title No. 921285  
Premises: 1 Herbert Hoover Drive  
Purchaser: Adela Salame-Alfie and Harl'o M. Fisher  
Seller: William J. Fitzgerald and Lorraine M. Fitzgerald  
Lender: Manufacturers and Traders Trust Company

Gentlemen:

Enclosed please find:

Certificate and Report of Title. Kindly advise the undersigned  
of the time and place of closing.

Addenda to Certificate and Report of Title. Kindly annex  
to title report.

- Survey
- Survey Reading
- Affirmative Insurance
- Street Report
- Certificate of Occupancy
- Description or Amended Description

Very truly yours,

Vincent J. Tangredi

VJT:clv

cc: Duggan Crotty & Dunn, Esqs. (2 copies)  
Charles E. Frankel, Esq.

Enclosure

**RECEIVED**

MAY - 8 1992

Rider, Womer, Frankel & Cathelna, P.C.

# CERTIFICATE AND REPORT OF TITLE



**Commonwealth**  
Land Title Insurance Company

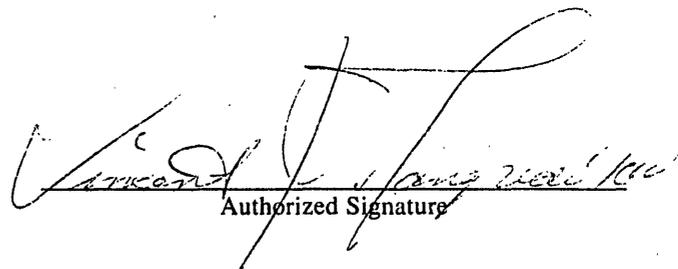
That in consideration of the fees, due and payable upon the delivery of this certificate, it has examined title to the premises described in Schedule A herein, in accordance with its usual procedure and agrees to issue its standard 1990 ALTA Loan/Owner's policy (with New York Endorsement) insuring such interest and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company, excepting all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in this certificate which are not disposed of to its satisfaction prior to such closing or issuance of the policy.

Such policy will be issued for the amount set forth herein, upon payment of the Company's fees and after the transaction has been duly closed and the closing instruments have been duly recorded and approved by the Company.

This certificate is subject to any question or objection as a result of a continuation of the title to the date of closing or which may be brought to the attention of the Company prior to the closing, or if there be no closing, before the issuance of the policy.

This certificate shall be null and void (1) if the Company's fees therefor are not paid (2) if the prospective insured, his attorney or agent, or the applicant or the person to whom this certificate is addressed, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) in any event, upon the delivery of the policy. Any claim arising by reason of the issuance of this certificate shall be restricted to the terms and conditions of the standard form of insurance policy.

If title, interest or lien to be insured was acquired by the prospective insured prior to delivery of this certificate, the Company assumes no liability except under the policy when issued.

  
Authorized Signature

Redated and Recertified:

\_\_\_\_\_  
Closer's Signature

If you have any questions regarding this report please communicate with

**KAR-VIN ABSTRACT CORP.**  
273 Quassalck Avenue  
New Windsor, N.Y. 12553  
(914) 562-2622 FAX (914) 565-8737

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**SCHEDULE A**

Title No. 921285

Effective Date: 4/19/92

Redated:

Proposed Insured:

Purchaser Adela Salame-Alfie and Harl'o M. Fisher  
Mortgagee Manufacturers and Traders Trust Company  
, its successors and/or assigns

Amount of Insurance

Fee \$154,000.00

Mortgage \$146,500.00

**THIS COMPANY CERTIFIES** that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

William J. Fitzgerald & Lorraine M. Fitzgerald who acquired title by deed dated 8/20/85 made by Jean E. Griffin and recorded in the ORANGE County Clerk's Office on 8/22/85 in Liber 2400 of Deeds, at page 324.

Premises described herein are known as:  
1 Herbert Hoover Drive

County: ORANGE

City:

Town: New Windsor

Section/Block/Lot: 7-2-9.3

## SCHEDULE A

Title No. 921285

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, known and designated as Lot #9 on a certain map entitled "Map of Lands of Alfonse A. Scheitl, Town of New Windsor, Orange County", dated April 26, 1965 by Theodore Jargstorf and filed in the Orange County Clerk's Office June 30, 1967 as Map #2273 in Book #4 of New Windsor, Page 69.

BEGINNING at a point at the intersection of the easterly line of Herbert Hoover Drive with the southerly line of Union Avenue and runs thence along said line of Union Avenue S  $72^{\circ} 48' 40''$  E 12.80 feet, to a point, thence continuing along said line S  $65^{\circ} 59' 10''$  E 100.0 feet, to a point, thence continuing S  $62^{\circ} 15' 30''$  E, 31.50 feet, to a point at the northwesterly corner of Lot #8, as shown laid down and designated on a map filed in the Orange County Clerk's Office titled "Lands of Alfonse A. Scheitl" thence along the westerly line of said Lot #8, S  $18^{\circ} 31' 10''$  W 161.93 feet, to a point in the northerly lien of Lot #7 of said map, thence along said line N  $62^{\circ} 37' 30''$  W. 104.81 feet, to a point in the easterly line of said Herbert Hoover Drive, thence along said line N  $4^{\circ} 26' 43''$  E. 165.0 feet, to the point or place of BEGINNING.

FOR CONVEYANCING ONLY, IF INTENDED TO BE CONVEYED:

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to center line thereof

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**SCHEDULE B**

Title No. 921285

SCHEDULE B in which are set forth the additional matters which will appear in the policy as exceptions from coverage, unless disposed of to the Company's satisfaction prior to the closing or delivery of the policy:

1. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in schedule herein.
2. Mortgages returned herein (ONE). Detailed statement within.
3. Any state of facts which an accurate survey might show or Survey exceptions set forth herein.
4. Rights of tenants or persons in possession.
5. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein:--Grants in Liber 725 cp 416, Liber 1314 cp 579, Liber 1341 cp 252, Liber 1427 cp 347, Liber 1715 cp 961 and Liber 1715 cp 969. Conveyances for Highway purposes in Liber 1429 cp 555. Road Dedication and easement in Liber 1832 cp 581. Covenants and restrictions in Liber 1839 cp 966 and later deeds as shown in Liber 2120 cp 780.
6. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.

**NOTE:** Insurance Law Sec. 64 Subdivision 6409(c) requires that title companies offer, at or prior to closing, an optional policy to cover the homeowner for the **FUTURE** market value of his house. You may, therefore, elect to obtain protection in excess of your purchase price. If you do not wish this additional statutory coverage, you **MUST WAIVE** by signing in the space below this exception:

\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE B CONTINUED

Title No. 921285

7. The amount of acreage is not insured.
8. No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of or adjoining the premises described in Schedule "A" or which may cross over the same.
9. Subject to rights and easements if any acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
10. No personal inspection having been made by this Company, policy will except any state of facts an inspection would disclose.
11. The courses stated in the description will not be insured in the absence of a satisfactory survey certified to the Company.
12. Riparian rights, if any, in favor of the premises herein are not insured.
13. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
14. Except all water meter charges from date of the last actual reading of the meter, including all charges entered hereafter but which might include usage prior to the date of this policy.
15. If the mortgage or mortgages returned herein is a Credit Line Mortgage, special arrangements with the title company must be made PRIOR to closing in order to satisfy same at closing.

## SCHEDULE B CONTINUED

Title No. 921285

16. If a deed, presented to the Company for recording at closing, is dated prior to said closing date, the Company will use its best efforts to record the deed and its accompanying instruments promptly; however no liability is assumed for penalties and interest under Section 1416 of the New York State Tax Law due to the inability to file transfer tax returns or pay transfer taxes within the time requirements. Said penalties and/or interest will be charged against the grantor(s).
17. The date on the Deed in this transaction must be the same date as on the Equalization and Assessment form and the TP-581. This date must be the date of closing. If the Deed is signed and dated by the Transferors prior to the closing, duplicate original affidavits, signed by the Transferors, must be presented to the closer at the closing; to be forwarded to the Clerk's office with the Deed.

**IF THIS TRANSACTION CONSISTS IN WHOLE OR IN PART OF AN ASSIGNMENT OF MORTGAGE, THEN THE FOLLOWING OBJECTION MAY APPLY:**

18. In order to record an assignment of a mortgage, there must be set forth in the assignment document or attached thereto and recorded as part thereof a statement under oath signed by the mortgagor or any other party to the transaction having knowledge of the facts (provided he asserts such knowledge), that the assignee is not acting as a nominee of the mortgagor and that the mortgage continues to secure a bona fide obligation.

This requirement is not applicable to assignment of the type used between lenders which continues, at all times, to secure a bona fide debt, such assignment shall contain the statement: "This assignment is not subject to the requirements of Section 275 of the Real Property Law of the State of New York because it is an assignment within the secondary mortgage market."

## SCHEDULE B CONTINUED

Title No. 921285

19. If a mortgage to be insured in this transaction contains a "Dragnet Clause" (that is, a clause which secures "any and all other sum, indebtedness, obligations and liabilities of any and every kind now or hereafter during the term of the mortgage owing and to become due from the mortgagor to the mortgagee), then the following exception must be taken in the lender's policy:

"Because the amount secured by the mortgage is not determinable pursuant to Section 256 of the Tax Law, policy excepts any loss, claim or damage pursuant to Section 258 of the Tax Law, including any loss, claim or damage by reason of the inability to record the insured mortgage and other related instruments".

20. Obtain proof that Lorraine M. Fitzgerald has not been known by any other name for 10 years last past. Any other name must be submitted to Company prior to closing.
21. If we are required to make a later visit to pick up Closing Papers, Checks, etc. a surcharge will be added to attached bill as follows:

Greater Newburgh-New Windsor Area.....	\$ 25.00
Within 15 miles of Newburgh-New Windsor.....	\$ 50.00
Within 30 miles of Newburgh-New Windsor.....	\$ 75.00
Over 30 miles from Newburgh-New Windsor.....	\$125.00

22. Notes on Filed Map #2273.
23. As premises herein are benefited by a tax exemption, policy will except the lien which may attach by reason of any restoration of real property taxes after transfer of title by the owner entitled to tax exemption.

24. 1 possible judgment herein to be disposed of:

Bank of New York  
48 Wall Street  
New York, N.Y.  
vs.  
William Fitzgerald  
205 Union St.  
Montgomery, N.Y.

Court: Orange Supreme  
Amount: \$7,505.99  
Docketed: 9/27/90  
Perfectd: 9/27/90  
Attorney: Kopald & Kopald

Title No. 921285

## MORTGAGE SCHEDULE

MORTGAGOR: William J. Fitzgerald & Lorraine M. Fitzgerald

MORTGAGEE: Barclay Bank of New York

Amount: \$110,000.00

Dated: 3/7/88

Recorded: 8/15/88

Liber 3151 Mp. 189

These mortgage returns, unless the mortgage is to be insured will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes, the provisions of a mortgage are modified by agreements which are not recorded. We suggest that you communicate with the mortgagee, if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Title No. 921285

## TAX SCHEDULE

County: ORANGE  
Street: 1 Herbert Hoover Drive  
Section/Block/Lot: 7-2-9.3  
Property Class Code: 210  
Town: New Windsor  
School District: Newburgh Enlarged City  
Property Size: 144 X 165

### ASSESSED VALUATION

LAND: \$10,400.00 FULL: \$36,400.00

VET. EXEMPT: \$2,204.00 County, & \$4,409.00 Town

ASSESSED TO: William J. Fitzgerald and Lorraine M. Fitzgerald

1992 STATE, COUNTY AND TOWN TAX: \$1,481.06 PAID 1/30/92  
1991/92 SCHOOL TAX: \$1,803.51 PAID 3/10/92

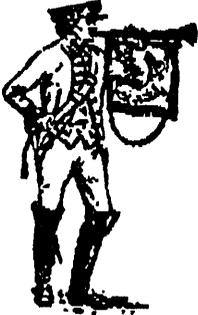
PAID WATER AND SEWER RECEIPTS TO BE PRODUCED AT CLOSING.

EXCEPT WATER METER AND SEWER RENTAL CHARGES ACCRUING SINCE  
THE DATE OF THE LAST READING AND BUILDING PURPOSE OR  
UNFIXED WATER FRONTAGE CHARGES SUBSEQUENTLY ENTERED.

POLICY WILL EXCEPT ALL UNPAID WATER RATES  
AND/OR SEWER RENTS OR ASSESSMENTS IN THE  
ABSENCE OF PAID BILLS AND RECEIPTS TO BE  
PRESENTED AT CLOSING.  
DOES NOT INCLUDE ASSESSMENTS FOR ANY  
SPECIAL DISTRICT NOT A PART OF THE  
TOWN AND COUNTY TAX ROLL.

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553



1763

APRIL 29, 1992

KARVIN ABSTRACT CORP.  
273 BLASSAICK AVENUE  
NEW WINDSOR, NEW YORK 12553

PROPERTY ASSESSED TO: FITZGERALD, WILLIAM J. & LORRAINE M.  
1 HERBERT HOOVER DRIVE  
TOWN OF NEW WINDSOR  
SECTION 7, BLOCK 2, LOT 9.3

DEAR SIR:

PLEASE BE ADVISED THAT THE ABOVE REFERENCED STRUCTURE WAS BUILT IN 1965 WHICH WAS PRIOR TO THIS TOWN ADOPTING BUILDING AND ZONING CODES IN 1966. THEREFORE, THERE IS NO CERTIFICATE OF OCCUPANCY NOR IS ONE REQUIRED.

HERBERT HOOVER DRIVE IS OWNED AND MAINTAINED BY THE TOWN OF NEW WINDSOR.

PLEASE BE ADVISED THAT ON APRIL 28, 1992, MR. FITZGERALD APPLIED FOR A VARIANCE FOR AN "EXISTING" 10'X21" WOOD DECK WITH METAL ROOF. PROVIDED THE VARIANCE IS GRANTED A CERTIFICATE OF COMPLIANCE WILL BE ISSUED AND A COPY WILL BE FORWARDED.

VERY TRULY YOURS,

A handwritten signature in cursive script that reads "Michael Farnock". The signature is written in black ink and is positioned above the typed name and title.

MICHAEL FARNOCK  
BUILDING INSPECTOR

MB:md

Title No. 921285

**FOR INFORMATION ONLY**

No state or municipal department searches for notices of violations of laws, regulations and ordinances filed therein and no searches for certificate of occupancy, building or other permits or licenses are made unless specifically requested by the applicant. If requested, they are made by the particular municipal department and are called "Record Search"; they disclose only those violations reported by the last inspection made by the department and do not show the present condition, which can be ascertained only requesting a new inspection and paying the fee therefor. Such searches are not continued to date of closing nor are new searches made even in event of adjournment of closing. All searches specifically requested, are made at an additional charge to the applicant.

This Company does not, in any event, insure that the buildings or other erections upon the premises or their use comply with Federal, State and Municipal laws, regulations and ordinances, and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following information has been furnished by the various department.

Search made by Department of Buildings:

See Attached

Search made by Building Department: Town of New Windsor

Herbert Hoover Drive is a dedicated road and municipally maintained.