

ZB# 95-2

Patricia Kane

80-8-20

#95-2 - Kane, Patricia
(area)

Return:

~~January 9, 1995.~~
~~January 23, 1994.~~
Jan. 9, 1995.

Motion to sched.

P. H. letters out - 2/1/95.
Letters sent by mail 4
Notice to Sentford - 1/27/95.

Copy of:

- ① Deed ✓
- ② Title ✓
- ③ Fees ✓ - Paid 1/27/95.
- ④ Photos ✓

February 27, 1995.

Area Variance

Granted

Refund \$ 207.50.

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

Jan 30 14463
19 95

Received of Michael & Patricia Kane \$ 50.00

Fifty⁰⁰/100 DOLLARS

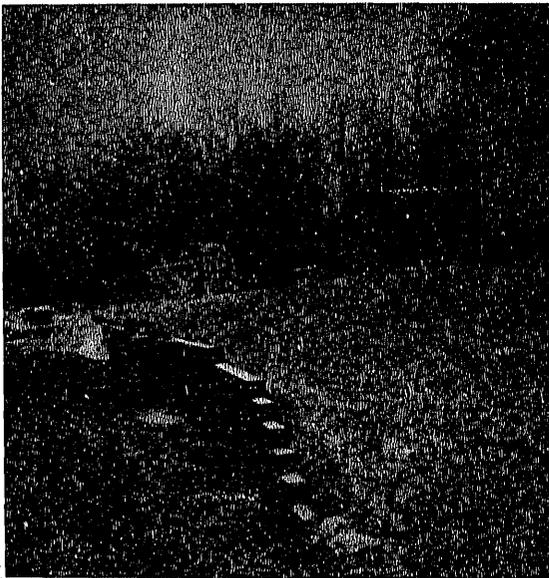
For ZBA #95-2

DISTRIBUTION:

FUND	CODE	AMOUNT
CR# 2541		50.00

By Dorothy H. Hansen
sk

Town Clerk
Title



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Kane, Michael

FILE # 95-2

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 paid
 * * * * * 1/27/95

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00 paid
 1/27/95

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 1/9/95 - 2 pages \$ 9.00
 2ND PRELIM. MEETING - PER PAGE 2/27/95 - 3 pages \$ 13.50
 3RD PRELIM. MEETING - PER PAGE \$ _____
 PUBLIC HEARING - PER PAGE \$ _____
 PUBLIC HEARING (CONT'D) PER PAGE \$ _____
 TOTAL \$ 22.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING- _____ HRS. 1/9/95 - 1 hr \$ 35.00
 2ND PRELIM. _____ HRS. 2/27/95 - 1 hr \$ 35.00
 3RD PRELIM. _____ HRS. \$ _____
 PUBLIC HEARING _____ HRS. \$ _____
 PUBLIC HEARING _____ HRS. (CONT'D) \$ _____
 TOTAL HRS. _____ @ \$ _____ PER HR. \$ _____
 TOTAL \$ 70.00

MISC. CHARGES:

_____ \$ _____
 TOTAL \$ 92.50
 LESS ESCROW DEPOSIT \$ 300.00
 (ADDL. CHARGES DUE) \$ _____
 REFUND TO APPLICANT DUE \$ 207.50

(ZBA DISK#7-012192.FEE)

-----X
In the Matter of the Application of

PATRICIA KANE,

DECISION GRANTING
AREA VARIANCE

#95-2.

-----X

WHEREAS, PATRICIA KANE, 105 Shaker Court North, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 2 ft. side yard variance for existing pool deck located at the above address in a CL-1 zone; and

WHEREAS, a public hearing was held on the 27th day of February, 1995, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared before the Board for this proposal; and

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

WHEREAS, no one spoke and there was no opposition to the application before the Board; 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 presented by the applicant showed that:

(a) The instant property consists of a one-family home located in a neighborhood of one-family homes.

(b) The variance requested is a single side yard variance for 2 ft. of a required 12 ft. side yard.

(c) The variance requested is for an existing pool and deck.

(d) If the pool were located in conformity with the Town Code, it would pose a hazard to the neighbor since it would then be located on a slope and in the event of a leak, water would travel onto the neighbor's property causing flooding to this neighbor.

(e) The instant owners of the property intended to construct the pool and deck in compliance with the Town Code which requirement is normally 10 ft., but due to the specific zoning of this premises it is, in fact, 12 ft.

(f) Many homes in this neighborhood are equipped with similar pools and decks.

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

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure. In order to relocate the pool and deck to be in conformity with the code, a hazard would be created to the neighboring property and it appears that the pool and deck are located in the most feasible area.

3. The variance sought is one of 16.67% and is not substantial. Further, there is remaining a 10 ft. side yard area.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is self-created because the applicant constructed the pool and deck but it should be granted. The applicant believed that she was in conformity with the Town Code and to relocate the pool and deck would cause a hazard to neighboring properties.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

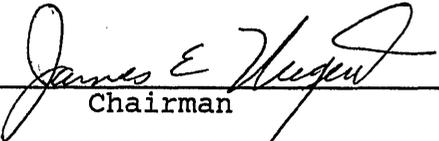
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 2 ft. side yard variance to allow existing pool and deck at the above address, in a CL-1 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

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: April 10, 1995.


Chairman

(ZBA DISK#13-032995.PK)

Date 3/3/95 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr DR.
New Windsor, Ny 12553

DATE

CLAIMED

ALLOWED

DATE		CLAIMED	ALLOWED
2/27/95	Zoning Board Meeting	75 00	
	Misc-4		
	Keegan - 13		
	J.N.G. - 3		
	Eckhus - 5		
	Kane - 3		
	Perratt - 4		
	32 pp	<u>144 00</u>	
		219 00	

~~KANE, PATRICIA~~

MR. KANE: Mr. Vice Chairman, I have a conflict in the upcoming hearing and I'll remove myself from consideration.

MR. LANGANKE: Thank you for disclosing that Mr. Kane.

MR. TORLEY: Request for 2 ft. side yard variance for existing pool deck at 105 Shaker Court North in a CL zone. That will reduce the voting and present members of the board to three which is the minimum required for any positive action or any action to be taken. So it would have to be unanimous vote either way.

Mrs. Patricia Kane appeared before the board for this proposal.

MS. BARNHART: Is there anyone in the audience who wishes to sign this?

MRS. KANE: I'm here to request two foot variance for a pre-existing pool.

MR. TORLEY: The difficulty is that it is too close to the--

MRS. KANE: Well, the side is ten foot.

MR. TORLEY: He's requesting a two foot variance?

MRS. KANE: Right, minus 12.

MR. TORLEY: And you feel you'd have practical difficulties in moving the pool?

MRS. KANE: Right, yeah, the property slopes so if it was moved, it would flood the neighbor which already has a water problem.

MR. KRIEGER: How long has the deck been there?

MRS. KANE: The pool, four years, six years, but the distance in New Windsor is ten foot, only in Butterhill is it 12. So it was legal so we thought.

MR. KRIEGER: You put it in and you believed it to be in accordance when you put it in?

MRS. KANE: Right, because it is ten foot, Butterhill is 12.

MR. TORLEY: And you feel that there is no safe alternative location for it?

MRS. KANE: No, because the property slopes. She has water problems as it is and if the pool ever let go, it would be a complete disaster.

MR. TORLEY: Where you are putting it now is in an effort to preserve the neighbor's land?

MRS. KANE: Yes.

MR. KRIEGER: One family homes in the neighborhood?

MRS. KANE: Yes.

MR. KRIEGER: Are there any homes with similar pools and decks?

MRS. KANE: Yes.

MR. TORLEY: So you feel this would not create an undesirable change in the neighborhood?

MRS. KANE: absolutely not.

MR. TORLEY: And well, the hardship is self-created but you felt that you were in compliance with the law?

MRS. KANE: Exactly.

MR. LANGANKE: I have no questions.

MR. REISS: No.

MR. TORLEY: I'll open the meeting up to the public and seeing and hearing no members of the public interested in speaking, I'll close the public hearing and turn it

February 27, 1995

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back to the board. Any other questions? Mike, do you have anything you want to add?

MR. BABCOCK: No.

MR. REISS: Make a motion that we accept the variance.

MR. LANGANKE: I second it.

ROLL CALL

MR. KANE AYE

MR. LANGANKE AYE

MR. TORLEY AYE

MR. REISS AYE

MR. KRIEGER: Grant the requested variance.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

95-2.

Date: 4/27/95

914-565-6767

I. ✓ Applicant Information:

- (a) Michael S. & Patricia A. Kane 105 SHAKER CT. N. New Windsor, NY
(Name, address and phone of Applicant) (Owner)
- (b) N/A
(Name, address and phone of purchaser or lessee)
- (c) N/A
(Name, address and phone of attorney)
- (d) N/A
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. ✓ Property Information:

- (a) CL 105 SHAKER CT. North 80-8-20 15,000
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A.
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 1989
- (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: outside shed - Has 0/0

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) ^{N/A} 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.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

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

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. <u>12'</u>	<u>10'</u>	<u>2'</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only
** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

Main concern is safety/hazard placement of pool - other placement would subject pool to sloping land exposing neighbors - who already have flooding problems. Variance conforms with most of town which has a 10' side for pools - Butter Hill has 12'. Most homes in area have pools but we are at highest point in development.

(You may attach additional paperwork if more space is needed)

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	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

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

(c) *N/A* 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. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(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)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

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January 19, 1995

Michael & Patricia Kane
105 Shaker Court No.
New Windsor, NY 12553

Re: Tax Map Parcel #80-8-20

Dear Mr. & Mrs. Kane:

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

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit balance of \$30.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/co

LESLIE COOK
Sole Assessor

LC/co
Attachment
cc: Pat Barnhart

Hoey, Leonard X
1 Shaker Court
New Windsor, NY 12553

Pulliano, Anthony & Pauline X
3 Shaker Court
New Windsor, NY 12553

Arcaro, Vincent & Sandra X
5 Shaker Court
New Windsor, NY 12553

Duquette, James R. * & Judy A. X
7 Shaker Court
New Windsor, NY 12553

Perretti, Donald J. & Gina X
9 Shaker Court
New Windsor, NY 12553

Villafane, Rafael E. & Linda X
11 Shaker Court
New Windsor, NY 12553

Foschini, Errol X
13 Shaker Court
New Windsor, NY 12553

Stone, Howard & Kathleen X
15 Shaker Court
New Windsor, NY 12553

Zimmerman, Robert P. & Mary Ellen X
17 Shaker Court
New Windsor, NY 12553

Cleeves, James A. Jr. & Linda X
352 Butternut Drive
New Windsor, NY 12553

Morfe, Michael E. X
& Carmen P.
350 Butternut Drive
New Windsor, NY 12553

Herlihy, Dennis & X
Mayer, Susan
348 Butternut Drive
New Windsor, NY 12553

Cazzola, Keith & Karen X
346 Butternut Drive
New Windsor, NY 12553

Lubarsky, Donald & Joann X
344 Butternut Drive
New Windsor, NY 12553

Floravanti, Eric L. & Judith A. X
127 Creamery Drive
New Windsor, NY 12553

Luckett, Larry W. & Judith A. X
125 Creamery Drive
New Windsor, NY 12553

Prudential Home Mortgage Company Inc.
5325 Spectrum Drive
Frederick, MD 21701 X

Cabrera, Ronald & Marie A. X
4 Shaker Court
New Windsor, NY 12553

Lakritz, Mark N. & Shelia J. X
6 Shaker Court
New Windsor, NY 12553

Sims, Edwin L. & Anastasia M. X
8 Shaker Court
New Windsor, NY 12553

Kuo, Livingston & Miaw-Hwa, Susan
235 Blooming Grove Turnpike
New Windsor, NY 12553 X

Seto, Wing & Lois X
104 Shaker Court North
New Windsor, NY 12553

Harrison, Glen C. & Laura Kay X
106 Shaker Court North
New Windsor, NY 12553

Marotta, James A. & Jennifer A. X
108 Shaker Court North
New Windsor, NY 12553

Bjorkman, John & Doris X
107 Shaker Court North
New Windsor, NY 12553

Dolan, Raymond P. & Virginia M. X
103 Shaker Court North
New Windsor, NY 12553

Hannon, Thomas M. & Kathleen A. X
101 Shaker Court North
New Windsor, NY 12553

Cossavella, Dominick & Irmgard
14 Shaker Court
New Windsor, NY 12553 X

Zgrodek, Clara M. & Stanley & Jeanne
6 Rocky Lane
New Windsor, NY 12553 X

Order of St. Helena
Blooming Grove Turnpike
New Windsor, NY 12553 X

McQuade Foundation
PO Box 4064
New Windsor, NY 12553 X

Lafayette Paper LP
754 Forge Hill Road
New Windsor, NY 12553 X

~~Town of New Windsor
555 Union Ave.
New Windsor, NY 12553~~



C.T.I. ABSTRACT CORP.

AGENT FOR
LAWYERS TITLE INSURANCE CORPORATION

176 MAIN STREET, GOSHEN, NEW YORK 10924 • (914) 294-5428 • FAX # 294-3894

SERVING: ORANGE, ROCKLAND, SULLIVAN, ULSTER, DUTCHESS, WESTCHESTER AND UPSTATE COUNTIES

Number 89BF091713	Date August 25, 1989	Insurance Home Equity	Mtg \$ 10,000.00 Fee \$
TITLE VESTED IN: Michael S. Kane & Patricia A. Kane		CHARGES	FEE
INSURED, FEE:		TITLE	\$172.00
INSURED, MTG.: (3)		TA MUN. SEARCH	85.00
Warwick Savings Bank its successors and/or assigns		INSPECTION	
		Retainer	150.00
		Mun. Dept. Searches: <input type="checkbox"/> H & B <input type="checkbox"/> Fire	
		<input type="checkbox"/> C.O. Other:	
PREMISES: (IF DESCRIPTION IS LENGTHY, ATTACH A SEPARATE SHEET)		County	Town
			Sec. 80 Blk. 8 Lot(s) 20
105 Shaker Court North		New Windsor	
Prior 88BF078968			
ADDRESS			
Bank Atty: Beattie & Krahulik, Esq., P.O. Box 391, Warwick, NY 10990			
REMARKS Do not order c/o, street report, violation search & pers. inspection - check back file			
SURVEY COVERAGE	NONE <input type="checkbox"/>	AS OF EXISTING SURVEY DATE <input type="checkbox"/>	AS OF POLICY DATE USE EXISTING <input type="checkbox"/>
APPLICANT FEE TEL.		APPLICANT MTG. TEL.	
Michael S. Kane		SELLERS ATTY. TEL.	
105 Shaker Ct., North			
New Windsor, New York 12550			
565-6763			
Report on	Discount \$		<u>DISCOUNT</u>
Copies <i>Lush</i>	Prior Insurer		M/F \$
Closing			/ /

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES, ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS.

WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

VERY TRULY YOURS,

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

89- BF 091713
Commitment No.

COMMITMENT FOR TITLE INSURANCE Issued by LAWYERS TITLE INSURANCE CORPORATION

Lawyers Title Insurance Corporation, a Virginia corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations on the reverse hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Lawyers Title Insurance Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Lawyers Title Insurance Corporation

By: Robert C. Dawson
President

Attest: R. W. Jordan III
Secretary.

Countersigned by: C.T.I. ABSTRACT CORP.

by: Donald W. Hines
Authorized Officer or Agent

Telephone number: (914) 294-5428

This Commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this Commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

over

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE A

Commitment No. _____

1. Effective date: **September 1, 1989**

2. Policy or Policies to be issued:

(a) _____ Owner's Policy, NYBTU, 100D

\$ _____

Proposed Insured:

(b) _____ Loan Policy, NYBTU, 100D

\$ **10,000.00**

Proposed Insured:

**THE WARWICK SAVINGS BANK
Its Successors and/or Assigns**

(c) _____ Policy

\$ _____

Proposed Insured:

3. Title to the **Fee simple** estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in: **MICHAEL S. KANE and PATRICIA A. KANE, his wife, who acquired title by deed from ANDOOM DEVELOPMENT CO., INC., dated January 4, 1989 and recorded January 18, 1989 in Liber 3071 page 325.**

4. The land referred to in this Commitment is described as follows: (If not described here, as on page 2 of this Schedule).

SEE ANNEXED DESCRIPTION

Issued at Goshen, New York

ATTEST: _____

Lawyers Title Insurance Corporation

DESCRIPTION

All that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, N.Y., being Lot # 329, as shown on a map entitled "Butter Hill Section 10", said map having been filed in the Orange County Clerk's Office on 13 November 1987 as Map No. 8585, being more particularly described as follows:

BEGINNING at a point in the southerly line of Shaker Court North where said line is intersected by the division line between Lot # 329 and Lot # 330, running thence, the following courses:

1. Along said division line, S 4° 52' 22" E, 160.00' to a point;
2. Along the division line between Lot # 326 and Lot # 329, S 54° 52' 15" W, 27.92' to a point;
3. Along lands now or formerly of Church Order of St. Helena, N 78° 11' 02" W, 109.00' to a point;
4. Along the division line between Lot # 328 and Lot # 329, N 16° 22' 20" E, 130.00' to a point in the southerly line of Shaker Court North;
5. Along said line on a curve to the left having a radius of 50.00' a distance of 70.90' to a point;
6. Still along said line, N 85° 07' 38" E, 20.00' to the point or place of BEGINNING.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B (Continued)

Commitment No. **89BF 091713**

15. Proof is required to show that **PATRICIA A. KANE** has not been known by any other name in the 10 years last past. If she has been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.
16. Rights of present tenants, lessees or parties in possession.
17. The following mortgages (if not shown on separate page 3 of this Schedule B), taxes and assessments (if not shown on separate page 4 of this Schedule B), easements, conditions, restrictive covenants, judgments, mechanic's liens, other liens, encumbrances, defects and objections to title. (Copies of any restrictive covenants, easements or conditions are attached):
18. Our policy does not insure against taxes, water rates, assessments and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises abut.
19. The exact acreage of the premises herein will not be insured.
20. Survey made by Elias D. Grevas, dated November 1, 1988 shows no variations to the lot line or encroachments except as follows: (1) paved driveway encroaches upon Saker Court. Policy excepts any changes since November 1, 1988.
21. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which the premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
22. 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.
23. The mortgage reported herein must be properly disposed of as or prior to closing.
24. Filed Map No. 8588 shows the following: (1) 40 foot minimum front yard setback; (2) 10 foot minimum side yard; (3) 40 foot minimum rear yard.
25. Grants in Liber 1611 cp. 249, Liber 1611 cp. 242 and Liber 2021 page 272. Policy insures that same does not interfere with the use of the dwelling.
26. Sewer Easements in Liber 1967 cp. 111, Liber 1991 cp. 1005 and Liber 2093 page 321. Policy insures that same does not interfere with the use of the dwelling.
27. Attention is called to the fact that any instrument covering premises in the County of Orange (Local Law 10, 1983) must be endorsed with the Section, Block and Lot of the Tax Map of the City or Town in which the premises are situated before it will be acceptable for recording.

(CONTINUED)

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B cont'd. Commitment No. 89EF 091713

28. Pursuant to Chapters 924 and 925 of the Laws of 1985 and regulations of the State Tax Commission promulgated thereunder, each deed submitted for recording must either that (i) the real property is not encumbered by a credit line mortgage; (ii) the premises is being transferred subject to a credit line mortgage to a relative of the transferor by blood, marriage or adoption (specifying the facts of each case); or (iii) a bank or certified check has been drawn in payment of the balance due on the credit line mortgage for transmission to the credit line mortgage or its agent and that the credit line mortgage outstanding will be satisfied of record in due course. Otherwise, the deed will not be accepted for recording. An affidavit of the transferor, or the transferor's attorney will be accepted in lieu of a recital in the deed.

NOTE: A Memorandum from the Orange County Clerk states that Equalization forms must typed, or documents will not be accepted for recording.

NOTE: As of July 31, 1989 the County Clerk will require an additional statutory fee of \$5.00 for all documents to be recorded.

NOTE: This Company has recently suffered considerable delay and expense in recording instruments due to the rejection of uncertified checks by various County Clerks. By reason hereof, any check made payable to a County Clerk in excess of \$1,000.00 must be certified funds.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

SECTION 80 BLOCK 8 LOT 20

Anderson Development Co Inc

TO

Michael S. Kane &
Patricia A. Kane

RECORD AND RETURN TO:
(Name and Address)

Timothy J. Burns II Esq
317 Harrington Ave
Closter, N.J. 07624

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 050610 DATE 1-4-89 AFFIDAVIT FILED _____ 19 _____

INSTRUMENT TYPE: DEED MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

- BG20 Blooming Grove _____
- CH22 Chester _____
- CO24 Cornwall _____
- CR26 Crawford _____
- DP28 Deerpark _____
- GO30 Goshen _____
- GR32 Greenville _____
- HA34 Hamptonburgh _____
- HI36 Highland _____
- MK38 Minisink _____
- ME40 Monroe _____
- MY42 Montgomery _____
- MH44 Mount Hope _____
- NT46 Newburgh (T) _____
- NW48 New Windsor
- TU50 Tuxedo _____
- WL52 Wallkill _____
- WK54 Warwick _____
- WA56 Wawayanda _____
- WO58 Woodbury _____
- MN09 Middletown _____
- NC11 Newburgh _____
- PJ13 Port Jervis _____
- 9999 Hold _____

SERIAL NO. _____

Mortgage Amount \$ _____

Exempt Yes _____ No _____

3-6 Cooking Units Yes _____ No _____

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

Spec. Add. \$ _____

TOTAL \$ _____

CHECK CASH _____ CHARGE _____

MORTGAGE TAX \$ _____

TRANSFER TAX \$ 688⁰⁰

RECORD. FEE \$ 14⁰⁰

REPORT FORMS \$ 5⁰⁰

CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

CTI

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 18th day of January 19 89 at 10:52
O'Clock AM in Liber/Film 3071
Deed's at page 325 and examined.

Marion S. Murphy

County Clerk

RECEIVED

\$ 688⁰⁰

REAL ESTATE
JAN 10 1989
TRANSFER TAX
ORANGE COUNTY

90

Standard F.T.B. Form 8007
Special sale deed with covenant against grantor's acts—Ind. or Corp.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE RECORDED

THIS INDENTURE, made the 14th day of January, nineteen hundred and 19
BETWEEN

ANDOOM DEVELOPMENT CO., INC., a New York
corporation, having its principal place of business located at
No. 33 Sweet Briar Road, Stamford, CT 06905,

party of the first part, and

MICHAEL S. KANE AND PATRICIA A. KANE, husband
and wife, both residing at 19 Tulip Street, Bergenfield, New
Jersey 07621,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----TEN-----
----- (\$10.00) ----- dollars,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

Town of New Windsor, Orange County, New York, being more particularly described as Lot #329 as shown on a map entitled "Final Subdivision Plan, Section 10, Butter Hill" and filed in the Orange County Clerk's Office on November 13, 1987 as Map No. 8585, and more particularly described on the attached Schedule "A".

TOGETHER WITH A RIGHT-OF-WAY over those portions of Shaker Court, Shaker Court North, Butternut Drive and Creamery Drive as shown on the above-noted map.

BEING a portion of the premises described in that certain deed dated the 18th day of November, 1987 from GEORGE R. KROM, JR. AND DONALD T. KROM to ANDOOM DEVELOPMENT CO., INC., which deed was recorded in the Orange County Clerk's Office on the 7th day March, 1988 in Liber 2901 of Deeds at page 222.

SUBJECT to covenants, easements and restrictions of record, if any, and any notes on the filed map.

This deed is given in the usual course of corporate business of the party of the first part and does not exhaust or substantially deplete the assets of the corporation.

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.

RECORDED IN OFFICE OF THE CLERK OF THE SUPREME COURT
IN THE CITY AND COUNTY OF NEW YORK
ON APRIL 23 1966
AT 10:30 AM

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.

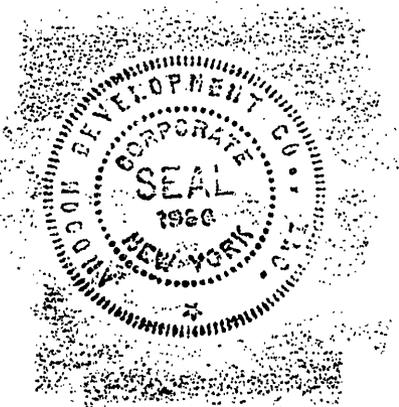
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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:

ANDOOM DEVELOPMENT CO., INC.



Gerrit V. Lydecker

GERRIT V. LYDECKER, President

STATE OF NEW YORK, COUNTY OF

ss:

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 ORANGE

ss:

On the 4th day of January 19 89, before me personally came GERRIT V. LYDECKER to me known, who, being by me duly sworn, did depose and say that he resides at No. 33 Sweet Briar Road, Stamford, CT 06905 ; that he is the President of ANDOOM DEVELOPMENT CO., INC.

_____ 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.

ELIZABETH M. BACKER
NOTARY PUBLIC, State of New York
Qualified in Orange County
Reg. No. 4582858
Commission Expires March 30, 1989

STATE OF NEW YORK, COUNTY OF

ss:

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

ss:

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

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

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. 88BF078968

ANDOOM DEVELOPMENT CO., INC.

SECTION

BLOCK

LOT

COUNTY OR TOWN

TO

MICHAEL S. KANE and
PATRICIA A. KANE

RETURN BY MAIL TO:

Timothy J. Dunn II Esq.
317 Harrington Ave.
Closter, New Jersey
Zip No. 07624

Reserve this space for use of Recording Office.

LIBER 3071 PAGE 328

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. 2

Request of

Patricia Kane

for a VARIANCE of the Zoning Local Law to permit:

insufficient side yard for existing pool deck;

being a VARIANCE of Section 48-12-Table of Use/Bulk - Col. F

for property situated as follows:

105 Shaker Court, North, New Windsor, N.Y.

known as tax lot Section 80 Block 8 Lot 20.

SAID HEARING will take place on the 27th day of February, 1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 7:30 o'clock P.M.

James Nugent
Chairman

January 9, 1995

28

2 = 9.00

KANE, PATRICIA

MR. NUGENT: Request for 2 ft. side yard variance for existing pool deck at 105 shaker court in R-4 zone.

MR. KANE: And this preliminary hearing I have a conflict so I have to remove myself.

Mrs. Patricia Kane appeared before the board for this proposal.

MRS. KANE: Request a two foot variance for a pre-existing pool and deck and the pool is in the best possible location on the property, okay, the flat part of the property, the rest of the property slopes down completely which will flood out the neighbors if it were moved in any other area. So it's in the best area possible. And this is my disapproval from the building department, I guess.

MR. NUGENT: I have that.

MR. KRIEGER: How long has the deck been existing?

MRS. KANE: I think it's about three, four years, around, you see we didn't know that we needed all this until we refinanced, we have a permit and I have the map.

MR. BABCOCK: Just one bit of information here. This is the only zone CL1 zone that requires 12 foot. All the other zones in the Town of New Windsor require ten foot.

MR. NUGENT: That is a cluster zone, right?

MR. BABCOCK: Yes, so I don't know what happened and why they were issued a building permit to install the pool ten foot from the property line. So I don't know whether there was a mistake in whether it was supposed to be 10 foot or 12 foot at time of the building permit or not.

MR. NUGENT: Why in God's name did they ever make a 12 foot?

MR. BABCOCK: Just to confuse us.

MR. NUGENT: Because the cluster zone, the lots are smaller to start with.

MR. BABCOCK: Yes, but the side yard is 12 foot in Butterhill and it's 10 foot everywhere else.

MR. TORLEY: And there will be no more cluster zones ever.

MR. BABCOCK: Hopefully not.

MR. BABCOCK: Apparently, they are doing a review for a Certificate of Compliance for the pool. I'm not sure how it came up. I wasn't here but it came up that it was only ten foot from the property line. It needs to be 12 foot, that is why they are here tonight.

MR. TORLEY: Entertain a motion to grant them a public hearing. I move we set up Mrs. Kane for a public hearing regarding her request for two foot side yard variance.

MR. LANGANKE: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. KANE	ABSTAIN
MR. LANGANKE	AYE
MR. NUGENT	AYE

MR. KRIEGER: When you come back, if you would address yourself to 5 criteria set forth there, the Zoning Board of Appeals must decide by law according to the criteria set forth in the law which have been summarized there. So if you would refer to those and identify them as you do it would be easier for the board to follow the argument.

MRS. KANE: Okay.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: DECEMBER 29, 1994

APPLICANT: MICHAEL KANE
105 SHAKER COURT
NEW WINDSOR, NY. 12553

565-6763

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: DECEMBER 29, 1994

FOR (BUILDING PERMIT): 4712

LOCATED AT: 105 SHAKER COURT

ZONE: CL

DESCRIPTION OF EXISTING SITE: SECTION: 80, BLOCK: 8, LOT: 20

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT SIDE YARD SET-BACK FOR POOL DECK ATTACHED TO HOUSE.

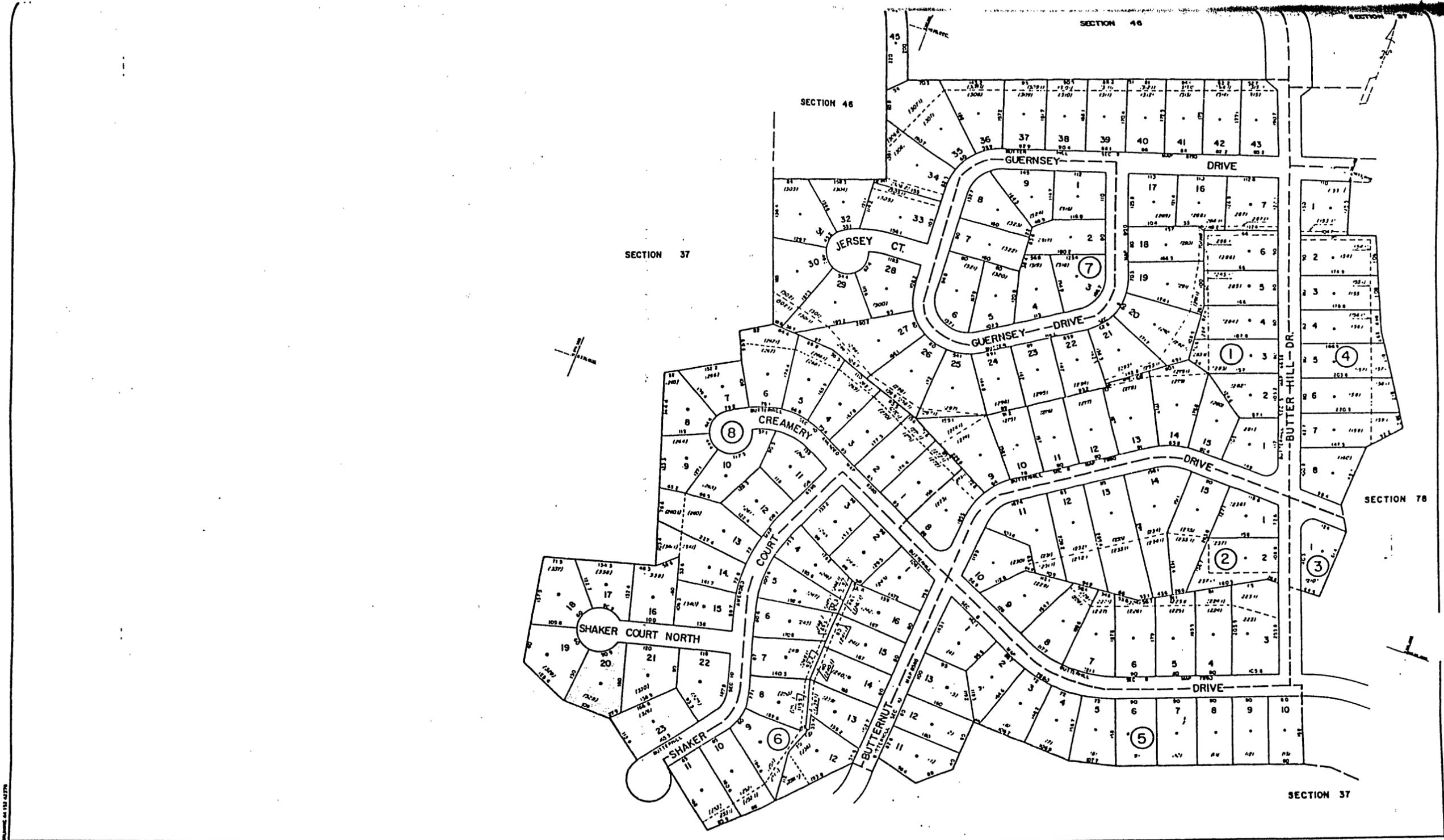


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: CL-I	USE CL-F	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD	10FT.	2FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT 914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

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



Prepared by
 ORANGE CO. TAX MAP DEPT.
 MAIN ST., GOSHEN, N. Y. 10924
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	OWNER'S LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	SETBACK LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LIMIT	MATCH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Elev) as shown on	COUNTY HIGHWAYS
PROPERTY LINE	GRID COORDINATE CENTERS	TOWN ROADS	

ORANGE COUNTY-NEW YORK

Photo No. 14-3233 Date of Map 3-10-84
 Date of Photo 3-1-63 Date of Revision 3-1-91
 Scale: 1" = 100'

TOWN OF NEW WINDSOR

Section No. 80