

ZB# 99-23

Karen McGuinness

19-1-11

Pellam.

June 28, 1999.

Ap. has paperwork
Office to tapes

Public Hearing:

July 12, 1999.

Area Variances

Granted

Refund: \$198.50

#99-23 - McGuiness, Karen

Area (2) 19-1-11.

Wilson Jones • Carbonless • Step 4-NCR Duplicate • 5187N-CL Triplase

© Wilson Jones, 1989

RECEIPT 039396

DATE 6/22/99

RECEIVED FROM Francis Donnelly

Address _____

Fifty 00/100 DOLLARS \$ 50⁰⁰

FOR ZBA # 99-23

Town Clerk

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH <input checked="" type="checkbox"/>	<u>4001</u>
AMOUNT PAID		CHECK <input type="checkbox"/>	<u>5000</u>
BALANCE DUE		MONEY ORDER <input type="checkbox"/>	

BY Dorothy N. Hansen
st

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: McGuinness, Karen

FILE# 99-23

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE	<u>7/12/99-3</u>	\$ <u>13.50</u>
2ND PRELIMINARY- PER PAGE	<u>6/28/99-4</u>	\$ <u>18.00</u>
3RD PRELIMINARY- PER PAGE		\$ <u> </u>
PUBLIC HEARING - PER PAGE		\$ <u> </u>
PUBLIC HEARING (CONT'D) PER PAGE		\$ <u> </u>
TOTAL		\$ <u>31.50</u>

*Paid 6/22/99 #4202
Paid 6/22/99 #4201*

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM MEETING:	<u>7/12/99</u>	\$ <u>35.00</u>
2ND PRELIM.	<u>6/28/99</u>	\$ <u>35.00</u>
3RD PRELIM.		\$ <u> </u>
PUBLIC HEARING		\$ <u> </u>
PUBLIC HEARING (CONT'D)		\$ <u> </u>
TOTAL		\$ <u>70.00</u>

MISC. CHARGES:

..... \$
TOTAL \$ 101.50

LESS ESCROW DEPOSIT \$ 300.00
 (ADDL. CHARGES DUE) \$
 REFUND DUE TO APPLICANT . \$ 198.50

FRANCIS X. DONNERY 4202
 1-108/210

Date 6/22/99

Pay to the Order of To New Windsor \$ 300 ⁰⁰/₁₀₀
Three hundred and ⁰⁰/₁₀₀ **Dollars** Security features included. Details on back.

HSBC 
 HSBC Bank USA
 Vails Gate, New York 12584

For McGuinness Francis X. Donnery

⑆021001088⑆078100680⑆ 4202

© HARLAND PRESTIGE

FRANCIS X. DONNERY 4201
 1-108/210

Date 6/22/99

Pay to the Order of To New Windsor \$ 50 ⁰⁰/₁₀₀
Fifty and ⁰⁰/₁₀₀ **Dollars** Security features included. Details on back.

HSBC 
 HSBC Bank USA
 Vails Gate, New York 12584

For McGuinness Francis X. Donnery

⑆021001088⑆078100680⑆ 4201

© HARLAND PRESTIGE

*270 Main St
 Cornwall, N.Y.
 12518.*

In the Matter of the Application of

KAREN MC GUINNESS

#99-23.

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES**

WHEREAS, KAREN MC GUINNESS, residing at 10 Windsor Drive, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for an 18 ft. side yard variance for an existing attached rear deck and 4 ft. 3 in. side yard variance for an existing spa at the above location in an R-4 zone; and

WHEREAS, a public hearing was held on the 12th day of July, 1999 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared by Francis Donnery of Century 21 Smitchger Realty; and

WHEREAS, there were three spectators appearing at the public hearing; and

WHEREAS, two spectator spoke in favor of the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

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

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes.

(b) The existing enclosed rear porch has been in place for approximately 20 with no objection to it having been raised although the property was transferred twice before.

(c) The existing spa has been in place for approximately 5 years.

(d) A deck was added by the present owners of the property.

(e) No complaints about any of the structures, either formal or informal, have been received.

(f) The lot is irregularly shaped and has been located on a curve and it has unusually small side yards because of its shape.

(g) None of the structures are located on the top of any water or sewer easements or well or septic system.

(h) The structures do not create or add to the drainage of water or its ponding or collection. The owner of the house closest to the improvements appeared at the hearing and supported the Application.

(i) The owners of the property below this property onto which any water would drain appeared and supported this Application.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances 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 the Applicant which can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted for the reasons listed above.

4. The requested variances 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 but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law 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 variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for an 18 ft. side yard variance for an existing attached rear deck and 4 ft. 3 in. side yard variance for an existing spa and detached deck at the above location in an R-4 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: September 13, 1999.

Chairman

7/12/99 Public Hearing: McGuinness, Karen #99-23

no
objection

Name:

Address:

Margaret K. Tiso

5 HILLTOP DR. NW

Joseph Tiso

" " " "

no
objection

Bruce A. Hoase

8 WINDSOR DR. NW.

Date 7/21/99, 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

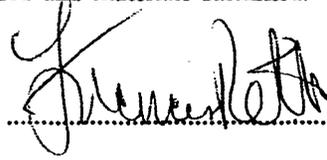
DATE		CLAIMED	ALLOWED
7/2/99	Zoning Board Mtg	75 00	
	Misc. - 2		
	Manusa - 4		
	Kadian - 4		
	Fountain - 10		
	Paspisil - 6		
	Gannone - 2		
	Leatto - 3		
	Zecola - 2		
	McQuinness - 3 #13.50		
	Costeri - 2 #38	171 00	
		246 00	

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

MC GUINNESS, KAREN

MR. NUGENT: Is there anyone in the audience for Karen Mc Guinness? Do you want to, Larry, have them sign this? Request for 18 ft. side yard variance for existing attached rear deck and 4 ft. 3 in. side yard variance for existing spa and detached deck at 10 Windsor Drive in an R-4 zone.

Mr. Francis Donnery of Century 21 Smitchger Realty appeared before the board for this proposal.

MS. BARNHART: There was 63 envelopes containing the public hearing notices which went out on June 24, 1999.

MR. DONNERY: Of the three parts of this request are for pre-existing and one that the owner and her husband had added, this room survived two transfers already prior to becoming an issue.

MR. KRIEGER: Looks like an enclosed deck on the rear of the property.

MR. DONNERY: Yes, sir. We went through an engineering inspection on all this and took care of the issues raised by the inspector at which point, we went back to the building department and were denied so that we could come here for the variances. This second part of this spa on the deck that existed, this also survived one transfer, the applicant added the spa, just sat it on top of the deck to be emptied and carried away. This is the closest to the line of any of the portions that are of issue. This is the only part that the applicant, her and her husband had added as an exit from the screen enclosed porch. The house is currently under contract to be transferred and is just waiting the action of the board to see if it will or will not close. We have been some time in addressing the matter and taking care of the engineering issues and possibility if we don't move soon, the buyer will lose his commitment and have to go through the process again with his lending institution. We have the survey taken care of there to show exactly where on the parcel they are.

MR. KANE: Any standing water problems created by the attached rear deck or the other decks?

MR. DONNERY: No, sir.

MR. KANE: Any complaints, formal or informal?

MR. DONNERY: No, sir, the people in the audience will probably speak on behalf of the current owner. Pat, there were 63 letters that went out on this?

MS. BARNHART: Yes, they sure did.

MR. DONNERY: Mr. and Mrs. Tiso and Mr. Haase were the only ones that responded.

MR. NUGENT: You said it's been there for quite some time.

MR. DONNERY: Enclosed room has been there for approximately 20 years, has survived two transfers, the deck with the spa has been there approximately five years just prior to McGuinness buying the house. The only one done by the applicant and her husband was that one sits in this picture, you can see sits between the two.

MR. KRIEGER: If I read the map correctly, it's right on the curve of Windsor Drive and it's an unusually shaped lot?

MR. DONNERY: Yes, sir, it is.

MR. KRIEGER: With small side yards because of its shape?

MR. DONNERY: Yes.

MR. NUGENT: At this time, I'd like to open it to the public, if you'd like to speak, feel free to, just tell your name and address and ask your question.

MR. BRUCE HAAS: I live next door, my name is Bruce Haas. I live at 8 Windsor Drive.

MR. KRIEGER: You're the house closest to the affected portion of the lot here?

MR. HAAS: Yes, I do not have any problems with the setup as it is, it's been there for quite a while, and has never been a problem right now, I'd just like to have a new neighbor.

MR. KRIEGER: Thank you.

MR. NUGENT: Anyone else?

MRS. MARGARET TISO: I'm Margaret Tiso, I live at 5 Hilltop Drive, which is just down from them, they are above us, our back yard, absolutely no problem.

MR. NUGENT: Thank you very much.

MR. DONNERY: I'm on the mailing list. I have, I also live in the neighborhood. I have no objection to any of this.

MR. NUGENT: Okay, I'll close the public hearing and open it up pack back to the board and I'll accept a motion.

MR. KANE: Mr. Chairman, I move that we grant the requested variances for Karen Mc Guinness at 10 Windsor Drive.

MR. REIS: Second the motion.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Date 7/27/99, 19.....

(S)

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

TO Frances Roth
 168 N. Drury Lane DR.
 Newburgh, N.Y. 12550

DATE		CLAIMED	ALLOWED
6/28/99	Zoning Board Mtg (Denise Pronick)	75 00	
	Misc. 2		
	Oswest Beatty - 2		
	McGuinness, Karen - 4 \$18.00		
	Villa - 4		
	Estate of Zeccola - 2		
	Jennings - 2		
	Barbera - 2		
	Bigi - 3		
	Barton - 2		
	83	103 50	
		<u>178 50</u>	

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

KAREN MC GUINNESS:

MR. NUGENT: Request for 4 foot 3 inch side yard variance for existing spa and deck #1 and 18 foot side yard variance for existing attached rear deck #2 and existing enclosed rear porch 12 by 20 and proposed or available is 26 foot 8, the variance request is 13 foot 4 inches #3 located at 13 Windsor Drive in an R-4 zone.

Mr. Francis X. Donnery appeared before the Board for this proposal.

MR. DONNERY: Actually, on the application there should be a third one, rear yard for an existing enclosed porch.

MR. TORLEY: Two parts, Part 1 and Part 2.

MR. NUGENT: Don't have a third.

MR. TORLEY: Three parts you say?

MR. DONNERY: There should be three.

MR. TORLEY: One is for the deck spa and deck attached, second one is for the rear deck.

MR. DONNERY: Right. And then on the application there should be for the enclosed porch.

MR. TORLEY: Doesn't that say enclosed porch?

MR. DONNERY: No. 3 on the application.

MR. NUGENT: Existing spa and deck attached.

MR. DONNERY: Correct, that's it.

MR. NUGENT: Michael, do you have three?

MR. BABCOCK: Yes.

MR. NUGENT: How come I didn't get a copy of the third one? I've only got two. We've only got two so far. Just hang loose.

MR. BABCOCK: Which one don't you have, Mr. Chairman?

MR. KANE: The enclosed porch.

MR. TORLEY: We have two, existing spa and deck, and existing attached rear deck.

(Mr. Reis arrived.)

MR. NUGENT: Will you see to it that Pat get's a copy of this?

MR. BABCOCK: Yeah. There seems to be two in my file so there maybe a mix up. I have another one in my file, so you can leave that one for Pat.

MR. TORLEY: Okay.

MR. DONNERY: The address should be 10 Windsor Drive.

MR. NUGENT: 10 Windsor Drive?

MR. DONNERY: 10, yes, sir.

MR. NUGENT: You got that, Mike?

MR. BABCOCK: Yes.

MR. NUGENT: My first question because of what we just went through with this other gentleman, are you sure these number are okay?

MR. DONNERY: I believe them to be. They came from the Building Department based on the survey submitted.

MR. NUGENT: You have a survey?

MR. BABCOCK: Yes, they have a survey, Jim. It's not somebody individually measuring them, there's an official survey.

MR. NUGENT: You've got 13 foot 4 inches. I mean, if you're really tight with that, then you want to go with 13 foot 6 inches to give yourself a little extra. But if you've got a survey, fine.

MR. TORLEY: Question, Mike, we're showing enclosed porch with side yard variance but it looks like to me it's a rear yard.

MR. NUGENT: It's not a corner lot.

MR. DONNERY: It's an inside corner. On one of the responses from the Building Department here --

MR. TORLEY: Is that 26 foot 8 on the enclosed porch, isn't that really a rear yard?

MR. DONNERY: On the rear porch as it was returned to us it says, "The existing enclosed rear porch does not minimum rear yard set back."

MR. BABCOCK: They typed it in --

MR. DONNERY: Wrong line, same numbers.

MR. NUGENT: If it was a side yard, they wouldn't need a variance, it's only 15 foot. That's just typed it in the wrong slot.

MR. TORLEY: In the wrong --

MR. BABCOCK: It's a rear yard requirement.

MR. DONNERY: The notice that went out I believe mentioned side and rear yards.

MR. TORLEY: Got to be sure we give you the right variances.

MR. DONNERY: Yes, sir, I understand that. If I might say so, this enclosed porch has been there for a long time. It has survived two transfers already, and we are now caught with trying to rectify that so we can close. The house was currently under contract when these came up. This deck with the spa survived one transfer already. This attached rear deck, this little piece here, is the only piece added by this owner, by her estranged husband, he's gone. She believed he had a permit. He apparently did not.

MR. NUGENT: Okay. Let them see the pictures, please.

MR. DONNERY: Sure.

MR. TORLEY: Mike, if we grant the variance for the deck and spa, it's actually closer to the side yard, would that cover the attached deck?

MR. BABCOCK: I don't believe it would. But I think that when we --

MR. TORLEY: We're in for a dime, in for a dollar. I just want to make sure we get the right variance.

MR. BABCOCK: When it's attached to the house, not an

accessory structure, and the house is, you know, a deck is closer to the property line that's attached to the house, then I say we would consider it. But I think that looking at this survey that's attached to each one of these files, we wrote it up separately.

MR. TORLEY: Okay.

MR. BABCOCK: The deck and sauna is an accessory structure.

MR. NUGENT: Any other questions? You two ought to see this, Mike and Mike. That's the one that we don't have.

MR. DONNERY: This one has survived two transfers already.

MR. KANE: Okay.

MR. TORLEY: Mr. Chairman, entertain a motion on this matter?

MR. NUGENT: Yes, I will.

MR. TORLEY: Mr. Chairman, I move that we grant Miss McGuinness and her agent a public hearing on the requested side yard and rear yard variances.

MR. KANE: Second the motion.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. DONNERY: See you on the 12th.

MR. TORLEY: Looks like you got everything all filled out and processed.

MR. DONNERY: Mailed and receipt.



FRANCIS X. DONNERY

4202

1-108/210

Date 6/22/99

Pay to the Order of

To New Windsor

\$ 300 ⁰⁰/₁₀₀

Three hundred and ⁰⁰/₁₀₀

Dollars Security features included. Details on back.

HSBC

HSBC Bank USA
Vails Gate, New York 12584

For

McGuiness

Francis X. Donnery

⑆021001088⑆078100680⑆ 4202

© HARLAND

PRESTIGE



FRANCIS X. DONNERY

4201

1-108/210

Date 6/22/99

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PRESTIGE

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: June 1, 1999

APPLICANT: Karen Mc Guinness/ Frank Donnery
270 Main Street
Cornwall, New York 12518

Part 2

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: June 1, 1999

FOR Existing enclosed rear porch 12' X 20'

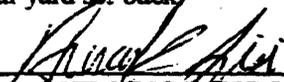
LOCATED AT: 18 Windsor Dr. }>

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 19-1-11

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing enclosed rear porch does not meet minimum rear yard set-back.


BUILDING INSPECTOR

PERMITTED 40'

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: G 10

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

~~26'-8"~~

~~13'-4"~~

REQD. TOTAL SIDE YD:

26'-8"

13'-4" JJA

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

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

Prelem.
June 28, 1999

part 1
2 parts

99-23

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: June 1, 1999

APPLICANT: Karen Mc Guinness/ Frank Donnery
270 Main Street
Cornwall, NY 12518

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: June 1, 1999

FOR : Existing spa & deck detached #1

LOCATED AT: 10 Windsor Dr. *gr*

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 19-1-11

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

- 1. Existing spa & deck does not meet minimum side yard set-back


BUILDING INSPECTOR

PERMITTED 10'

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: 48-14-A-(1)-(B)

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

5'-9"

4'-3"

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

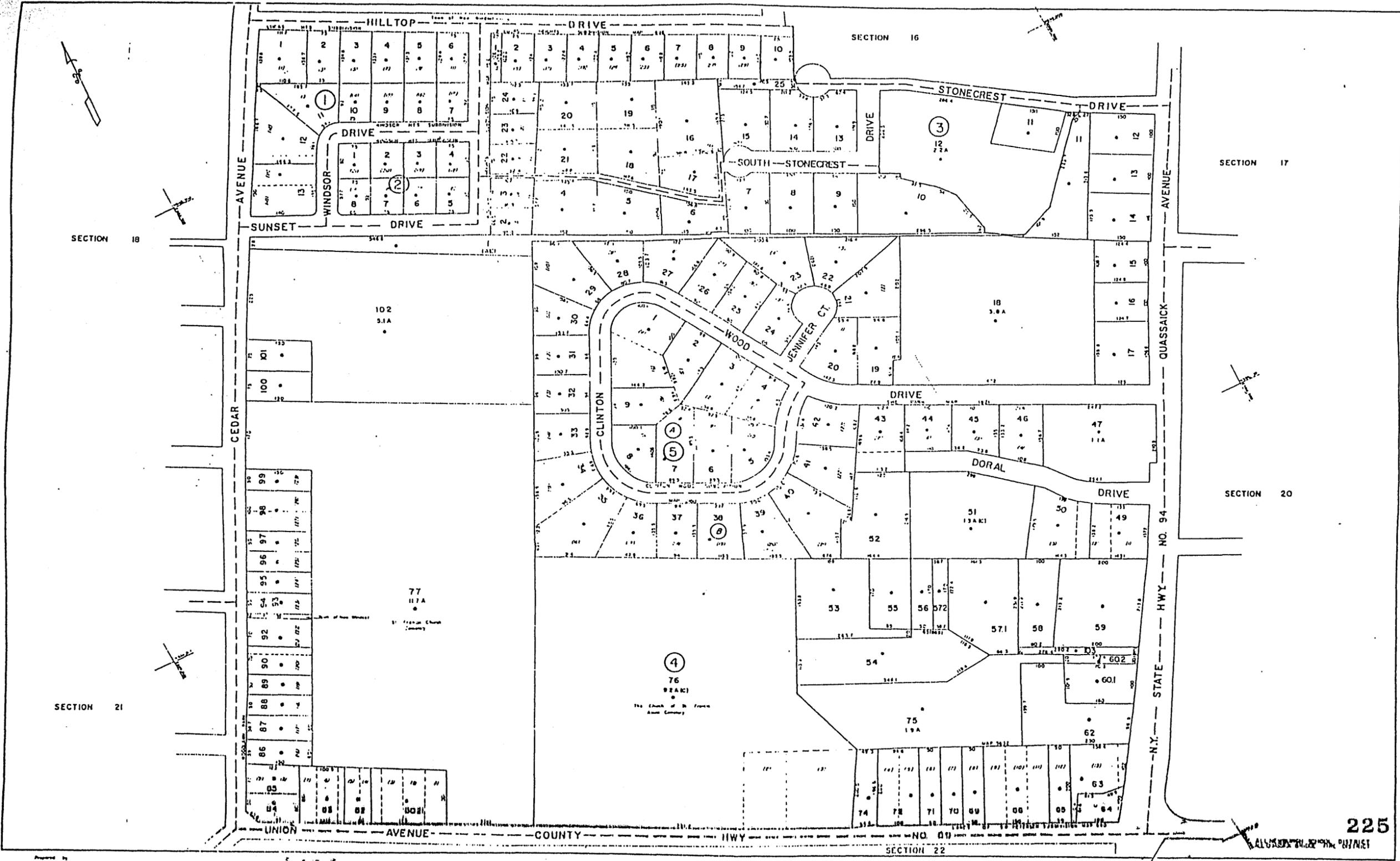
MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP



225

Prepared by
AERO SERVICE
 CORP. N.Y.C.
 110 W. 40th St. N.Y.C. 18
 FOR TAX PURPOSES ONLY

LEGEND

1. LOT	2. PLAT	3. MAP	4. PAGE
5. AREA	6. DIST.	7. DATE	8. NAME
9. OWNER	10. VALUE	11. TAX	12. COMMENTS

ORANGE COUNTY - NEW YORK
 Photo No. 14 3132 Date of Photo 3-1-62
 Date of Map 9-23-67 Date of Revision 3-1-61

TOWN OF NEW WINDSOR
 Section No. 19

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

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 footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule 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 and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:
Building Permit #: _____

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Kasey McGuinness

Address 13 Windsor Dr. New Windsor Phone 703-681-9418

Mailing Address SAME

Name of Architect NONE

Address _____ Phone _____

Name of Contractor Self

Address SAME Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder Agent

If applicant is a corporation, signature of duty authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the N side of Windsor Dr.
(N,S,E or W)
and 200± feet from the intersection of Sunset
2. Zone or use district in which premises are situated R-1 Is property a flood-zone? Y N
3. Tax Map Description: Section 19 Block 1 Lot 11
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction
 a. Existing use and occupancy SPA Deck, Entry Deck b. Intended use and occupancy SPA Deck, Entry Deck
4 Porch A-1
5. Nature of work (check if applicable) EXISTING DETACHED SPA + DECK
 New Bldg Addition Alteration Repair Removal Demolition Other
6. Is this a corner lot? NO
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories 1
8. If dwelling, number of dwelling units: Porch Only Number of dwelling units on each floor Porch Only
 Number of bedrooms N/A Baths N/A Toilets N/A Heating Plant: Gas N/A Oil N/A
 Electric/Hot Air N/A Hot Water N/A If Garage, number of cars N/A
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use N/A

10. Estimated cost

\$150 ±

Fee

\$50.00

OWNER
ABERG
 BK. 1, LOT 1
 PG. 316
 1446, LOT 1

REPUTED OWNER
IMPELLITTIERE
 SECT. 19, BLK. 1, LOT 2
 LIBER 1218, PG. 384
 FILED MAP # 1446, LOT 3

REPUTED OWNER
MOXHAM
 SECT. 19, BLK. 1, LOT 3
 LIBER 4866, PG. 305
 FILED MAP # 1446, LOT 5

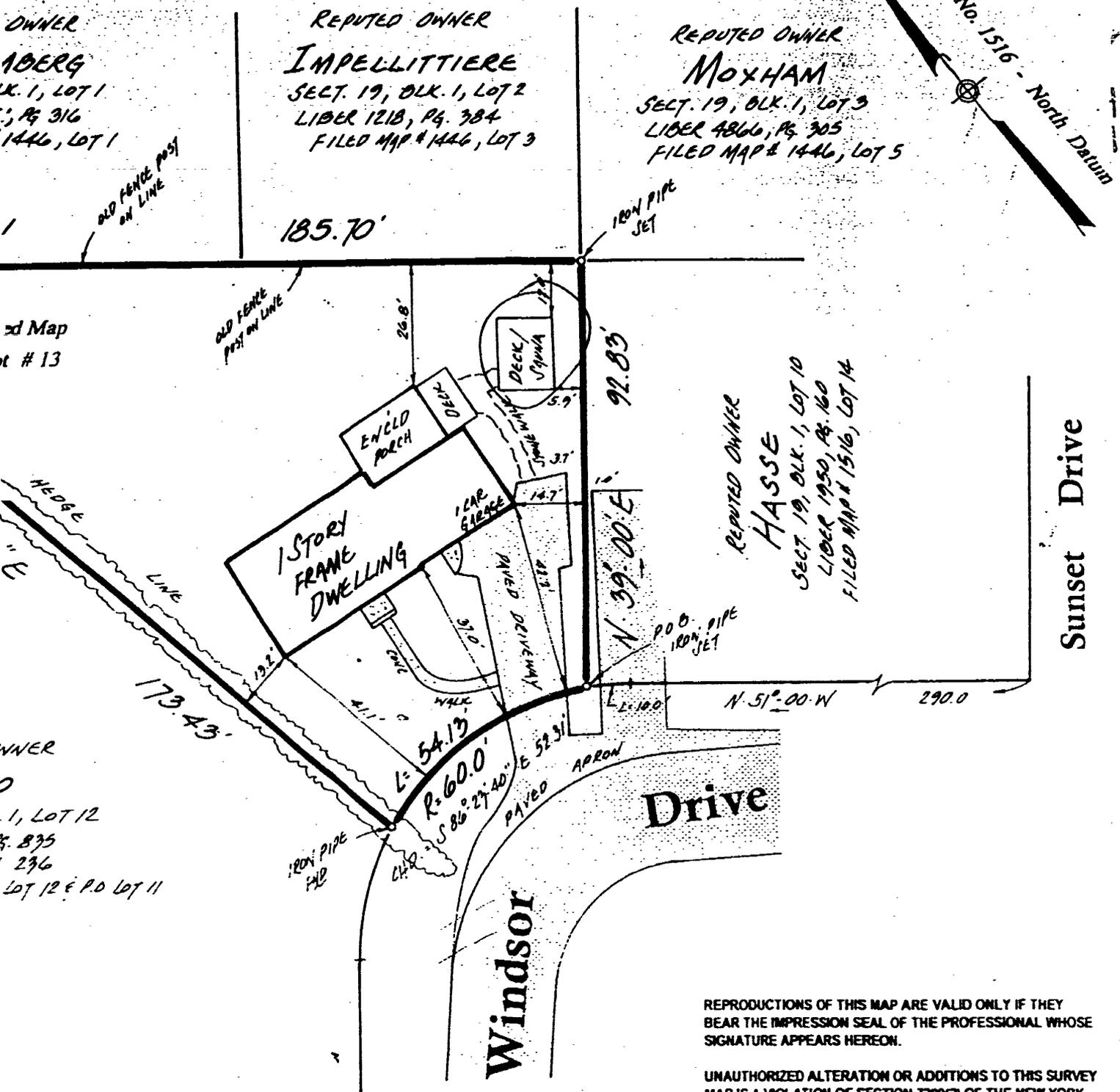
Filed Map No. 1516 - North Datum

Map # 13

REPUTED OWNER
HASSE
 SECT. 19, BLK. 1, LOT 10
 LIBER 1950, PG. 160
 FILED MAP # 1516, LOT 14

Sunset Drive

OWNER
McGUINNESS
 BK. 1, LOT 12
 PG. 875
 236
 LOT 12 & P.D. LOT 11



REPRODUCTIONS OF THIS MAP ARE VALID ONLY IF THEY BEAR THE IMPRESSION SEAL OF THE PROFESSIONAL WHOSE SIGNATURE APPEARS HEREON.

UNAUTHORIZED ALTERATION OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.

Survey & Building Location
 of lands belonging to
Karen M. McGuinness
 to be conveyed to
Joseph A Fortino

10 Windsor Drive, Town of New Windsor, Orange County, N Y

Proj. No. 99462
 Scale 1" = 30'
 Date MAY 13, 1995
 Revised _____

McGuinness, Karen

Budney Clifford J & Patricia M
12 Veronica Ave.
New Windsor, NY 12553

Perna Richard T
2980 Summit Drive
So. Mobile, Alabama 36618

Stefanchik Richard E
16 Hilltop Drive
New Windsor, NY 12553

Monte Barbara J & Monte Christine A
14 Hilltop Drive
New Windsor, NY 12553

Donnery Francis X & Colleen M
12 Hilltop Drive
New Windsor, NY 12553

Lydecker III Leigh K & Linda H
10 Hilltop Drive
New Windsor, NY 12553

Hatfield Robert E
8 Hilltop Drive
New Windsor, NY 12553

Johnston Stephen & M Elizabeth
6 Hilltop Drive
New Windsor, NY 12553

Dellon Alexander
4 Hilltop Drive
New Windsor, NY 12553

Micastro Vincent
3 Budney Drive
New Windsor, NY 12553

Phillips Charles and Madeline
73 Cedar Avenue
New Windsor, NY 12553

Lynch James H & Edna M
71 Cedar Avenue
New Windsor, NY 12553

Farrenkopf John J & Kathleen B
Farrenkopf
69 Cedar Avenue
New Windsor, NY 12553

Schebesta Charles J & Edward J
96 Cedar Avenue
New Windsor, NY 12553

McCarvel Edward K & Sharp-Mccarvel
Ondrea R
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Sherman John & Jeanne M
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Staples Fred Howard & Smith Marian
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Roberson William C
29 Stonecrest Drive
New Windsor, NY 12553

Cedar Avenue Trailer Park, Inc.
C/o Frank J Miele
Hi-View Drive, RD 6
Carmel, NY 10512

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

99-23

Date: 6/22/99

- I. Applicant Information: (703) 913-9418
- (a) Karen McGuinness, c/o Willis, 6352 Shaundale Dr., Springfield, VA. 22152
(Name, address and phone of Applicant) (Owner)
- (b) Joseph Fortino, 10 Woodland Dr., Jefferson, New York (Phone Unknown)
(Name, address and phone of purchaser or lessee)
- (c) Michael Sachs, 219 Quassaick Ave., New Windsor, N.Y. 12553 (562-8890)
(Name, address and phone of attorney) (534-7874)
- (d) Francis X. Donnery, C-21 Smitchger Realty, 270 Main St., Cornwall, N.Y. 12518
(Name, address and phone of ~~contractor/engineer/architect~~
Real Estate Broker)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. Property Information:

- (a) R-4 10 Windsor Drive, New Windsor 19-1-11 54 x 125
(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? August 1994
- (e) Has property been subdivided previously? Lot created in 1952
- (f) Has property been subject of variance previously? No
If so, when? N/A
- (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.

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

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

N/A

(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 .

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 Bulk Regs., Col. F & G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u> </u>	<u> </u>	<u> </u>
Min. Lot Width <u> </u>	<u> </u>	<u> </u>
Reqd. Front Yd. <u> </u>	<u> </u>	<u> </u>
Reqd. Side Yd. <u> 40 </u>	<u> 22-0 </u>	<u> 18-0 </u>
Reqd. Side Yd. <u> 10 </u>	<u> 5-9 </u>	<u> 4-3 </u>
Reqd. Rear Yd. <u> 40 </u>	<u> 26-8 </u>	<u> 13-4 </u>
Reqd. Street Frontage* <u> </u>	<u> </u>	<u> </u>
Max. Bldg. Hgt. <u> </u>	<u> </u>	<u> </u>
Min. Floor Area* <u> </u>	<u> </u>	<u> </u>
Dev. Coverage* <u> </u> %	<u> </u> %	<u> </u> %
Floor Area Ratio** <u> </u>	<u> </u>	<u> </u>
Parking Area <u> </u>	<u> </u>	<u> </u>

* 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:

Rear deck has survived transfer twice and spa deck once. Attached rear deck was not thought to be worse than existing spa deck.

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

VI. Sign Variance:

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

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

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

N/A

VII. Interpretation.

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

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

N/A

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)

PUBLIC NOTICE OF HEARING

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. 23

Request of Karen M. McGuiness

for a VARIANCE of the Zoning Local Law to Permit:

Less than required side yard distance and rear yard distance

for existing decks:

being a VARIANCE of Section 48-12 Tables of Use and Bulk Regulations, Columns F & G

for property situated as follows:

10 Windsor Drive, New Windsor, New York 12553,

known and designated as tax map Section 19, Blk. 1, Lot 11.

SAID HEARING will take place on the 12th day of July, 19 99 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

JAMES NUGENT

Chairman



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

June 16, 1999

63

Mr. Karen McGuiness
C/o Mr. Donnery
13 Windsor Drive
New Windsor, NY 12553

RE: 19-1-11

Dear Mr. Donnery:

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

The charge for this service is \$85.00, less your deposit of \$25.00. Please remit the balance of \$60.00 to the Town Clerk at the above listed address.

Sincerely,

S. Cook /ev

Leslie Cook
Sole Assessor

/ev

cc: Pat Barnhart, ZBA

Budney Clifford J & Patricia M
12 Veronica Ave.
New Windsor, NY 12553

Perna Richard T
2980 Summit Drive
So. Mobile, Alabama 36618

Stefanchik Richard E
16 Hilltop Drive
New Windsor, NY 12553

Monte Barbara J & Monte Christine A
14 Hilltop Drive
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Donnery Francis X & Colleen M
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Lydecker III Leigh K & Linda H
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Hatfield Robert E
8 Hilltop Drive
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Johnston Stephen & M Elizabeth
6 Hilltop Drive
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Dellon Alexander
4 Hilltop Drive
New Windsor, NY 12553

Nicastri Vincent
3 Budney Drive
New Windsor, NY 12553

Phillips Charles and Madeline
73 Cedar Avenue
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Lynch James H & Edna M
71 Cedar Avenue
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Farrenkopf John J & Kathleen B
Farrenkopf
69 Cedar Avenue
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Schebesta Charles J & Edward J
96 Cedar Avenue
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McCarvel Edward K & Sharp-Mccarvel
Ondrea R
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Bederka Andrew J and Suzanne
8 Walnut Avenue
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Hurd Charles D & Elma H
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Suphan Robert J Jr & Mary R W
12 Walnut Street
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Whalen Theresa Margaret
14 Walnut Street
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Quassaick Fire Engine Co of New
Windsor NY Inc.
191 Walsh Avenue
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Pisani Maureen B
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Sherman John & Jeanne M
18 Sunset Drive
New Windsor, NY 12553

Staples Fred Howard & Smith Marian
20 Sunset Drive
New Windsor, NY 12553

Roberson William C
29 Stonecrest Drive
New Windsor, NY 12553

Cedar Avenue Trailer Park, Inc.
C/o Frank J Miele
Hi-View Drive, RD 6
Carmel, NY 10512



FRANCIS X. DONNERY

4202

1-106/210

Date 6/22/99

Pay to the Order of

To New Windsor

\$ 300 ⁰⁰/₁₀₀

Three hundred and ⁰⁰/₁₀₀

Dollars

Security features included. Details on back.

HSBC

HSBC Bank USA
Vails Gate, New York 12584

For McGuiness

Francis X. Donnelly

⑆021001088⑆078100680⑆ 4202

© HARLAND

PRESTIGE



FRANCIS X. DONNERY

4201

1-106/210

Date 6/22/99

Pay to the Order of

To New Windsor

\$ 50 ⁰⁰/₁₀₀

Fifty and ⁰⁰/₁₀₀

Dollars

Security features included. Details on back.

HSBC

HSBC Bank USA
Vails Gate, New York 12584

For McGuiness

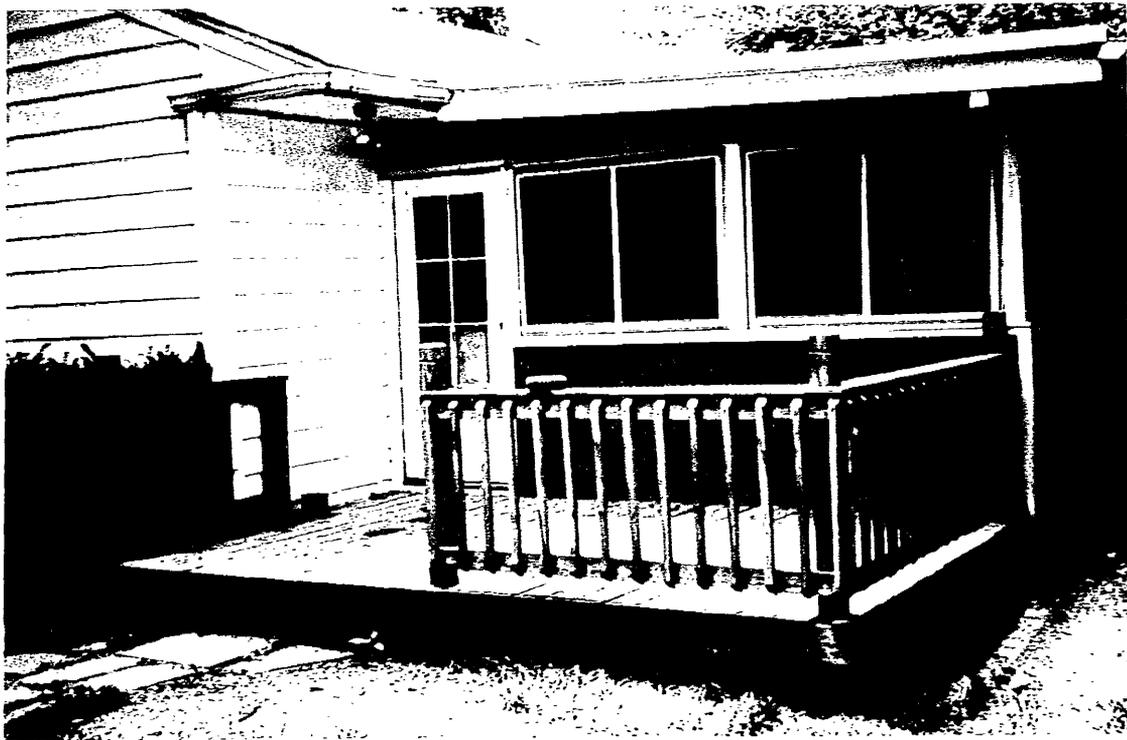
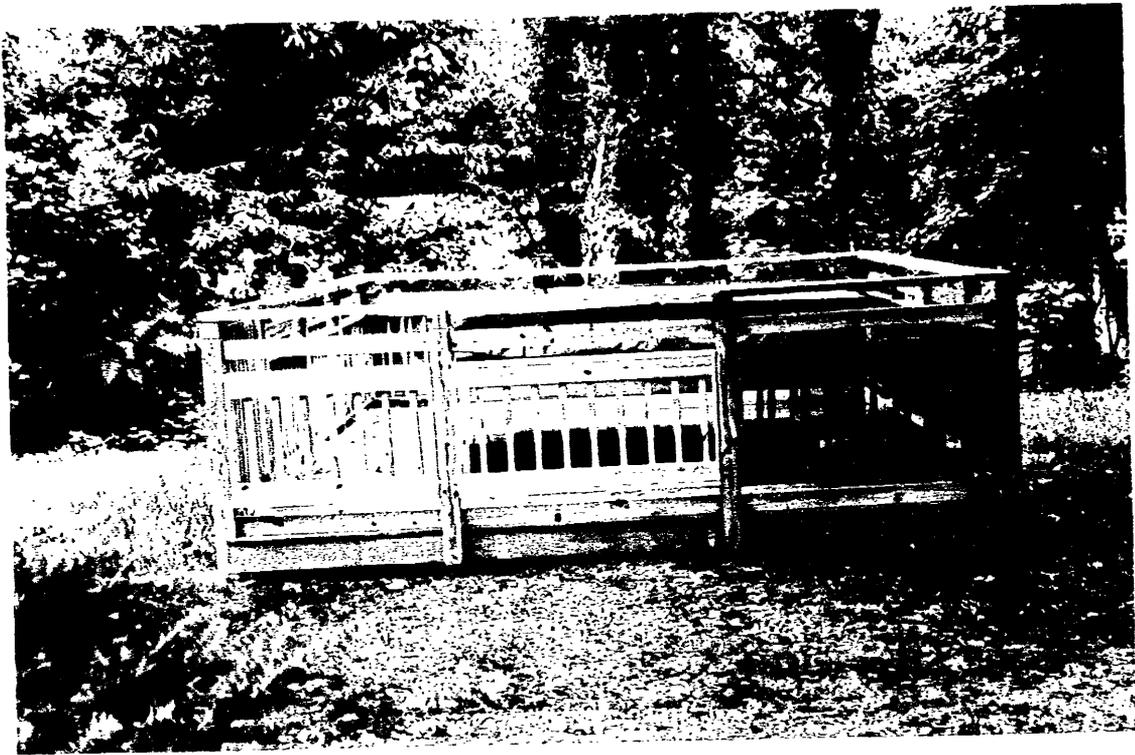
Francis X. Donnelly

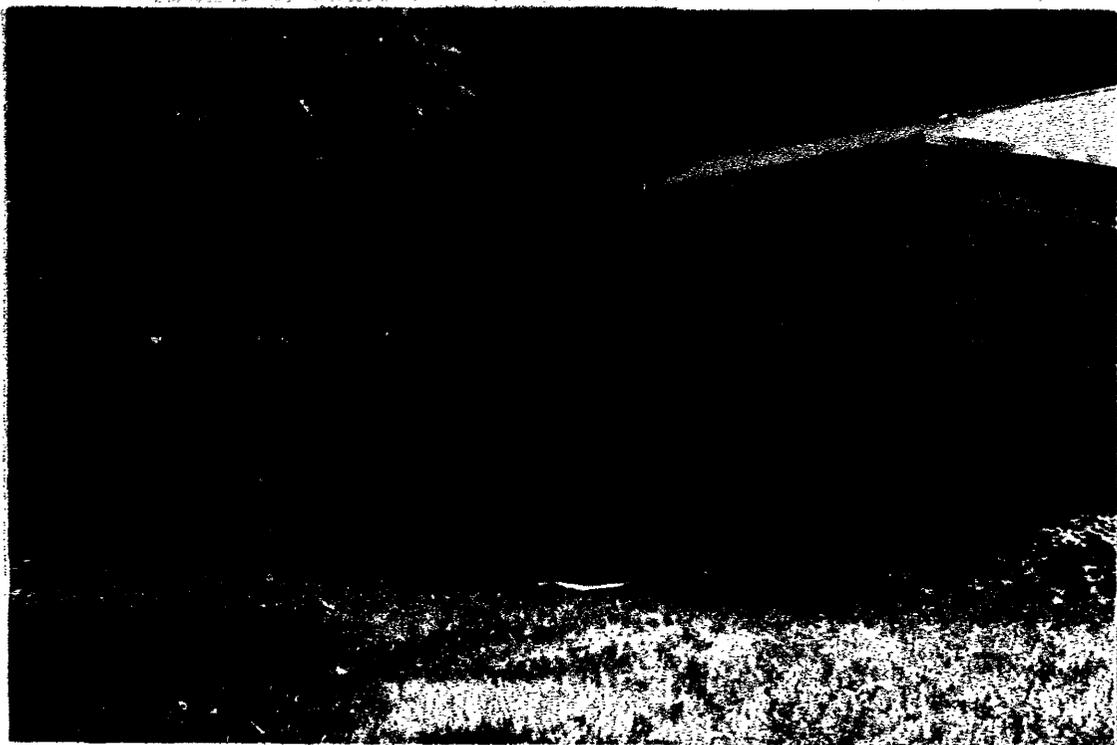
⑆021001088⑆078100680⑆ 4201

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PRESTIGE

McGuinness





ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE: BLACK INK ONLY

Sundberg, Steven & Maura
 TO
 McGuinness, Karen M.

SECTION 19 BLOCK 1 LOT 11

RECORD AND RETURN TO:
 (Name and Address)

Kevin Barry, Esq.
 276 Main Mall
 Poughkeepsie, NY 12601

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

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 39080 DATE 4/5/94 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 Highlands _____
- MK38 Minisink _____
- ME40 Monroe _____
- MY42 Montgomery _____
- MH44 Mount Hope _____
- NT46 Newburgh (T) _____
- NW48 New Windsor
- TU50 Tuxedo _____
- WL52 Walkkill _____
- 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 \$ 430.00
 ED. FUND \$ 5.00
 RECORD. FEE \$ 17.00
 REPORT FORMS \$ 30.00
 CERT. COPIES \$ _____

JOAN A. MACCIII
 Orange County Clerk

by: JK

ORANGE COUNTY CLERK'S OFFICE S.S.
 Recorded on AUG 10 1994
 at 1140 O'Clock P M.
 In Liber/Film 4089 Deed
 at page 23 and examined.

Joan A. Macchi
 County Clerk

Agency Check
 RECEIVED
 \$430.00
 REAL ESTATE
 AUG 10 1994
 TRANSFER TAX
 ORANGE COUNTY

DRG 08/10/84 01:04:70 37400 47.00
***** EDUCATION FUND: 5.00 *****
DEEP CONTROL NO: 59080 430.00 *
***** SERIAL NUMBER: 000070 *****

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

THIS INDENTURE, made the 5th day of April, nineteen hundred and ninety-four
BETWEEN

Steven Sundberg and Maura Sundberg
416 Cardinal Lane
Edminster, New Jersey 07921

party of the first part, and

KAREN M. MCGUINNESS
residing at 379 Quaker Street
Wallkill, New York 12589

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten

dollars,

lawful money of the United States, and other 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

SEE SCHEDULE "A" ATTACHED HERETO

LIBER 4089 PAGE 24

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, situate lying, being and in the Town of New Windsor, County of Orange, State of New York, known and designated as Lot # 13 on Map of Lands of Windsor Heights, located in the Town of New Windsor, County of Dutchess, State of New York, made by Kenneth B. Abt, C.E., filed in the Orange County Clerk's Office October 31, 1952, and more particularity bounded and described as follows:

BEGINNING at a point in the northeasterly line of Windsor Drive which point is 300 feet northwesterly from the intersection of the northeasterly line of Windsor Drive with the northwesterly line of Sunset Drive and running thence from said point of beginning northeasterly along the northwesterly line of Lot # 14 on said map to the most northerly corner of Lot # 14; running thence North 51* West 185.70 feet to a point in the southeasterly line of Cedar Avenue; and running thence southwesterly along the northeasterly line of Lot # 12 on said map to a point in the northwesterly line of Windsor Drive which point is also the most easterly corner of Lot # 12 on said map and running thence 54.13 feet in the line of curvature of a circle having a radius of 60 feet to the point or place of beginning; also

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, known and designated as the most northerly corner of Lot # 12 on a map of lands of Windsor Heights, located in the Town of New Windsor, County of Orange, State of New York, made by Kenneth B. Abt, C.E., filed in Orange County Clerk's Office October 31, 1952, and more particularity bounded and described as follows:

BEGINNING at a point in the easterly line of Cedar Avenue at the northerly corner of certain lands heretofore conveyed by Beatrice McKay to Sterling Construction Co., and by deed dated May 23, 1952, and recorded in the Orange County Clerk's Office July 6, 1952, Liber 1236, page 104, the said point of beginning being the most northerly corner of Lot # 12 as shown on said map and runs thence from said point of beginning in a southwesterly direction along the easterly line of Cedar Avenue South 41* 30' West 10 feet to a point; thence turning and running through the most northerly corner of said Lot # 12 in a southeasterly direction South 51* East 11.47 feet to a point in the division line between said Lot # 12 and Lot # 13 as shown on said map, thence along said division line North 8* 50' West 14.88 feet to the point or place of BEGINNING.

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.

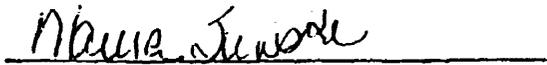
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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


Steven Sundberg


Maura Sundberg



Contract of Sale

Date..... March , 1999

Seller and Purchaser agree as follows:

Parties

Seller : KAREN M. MC GUINNESS
address: 10 Windsor Drive, New Windsor, New York 12553

Purchaser : JOSEPH A. FORTINO
address: 10 Woodland Drive, Jefferson, New York 12093

**Purchase
agreement
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York and more particularly described in Schedule "A" annexed hereto and made a part hereof as if set forth in full at this point.

RIDER TO CONTRACT OF SALE

Dated: March , 1999

Between KAREN M. MC GUINNESS, as Seller and JOSEPH A. FORTINO, as Purchaser.

1. The provisions of this Rider supplement and are in addition to the provisions of the main body (printed form) of this Contract and any other Riders. In each instance in which a provision of this Rider shall contradict or be inconsistent with a provision of the main body of the Contract, the provisions contained in this Rider shall govern and prevail.
2. This Contract shall be subject to and conditioned upon the Purchaser obtaining a conventional mortgage in an amount not less than \$103,500.00 Purchaser shall make a diligent, good faith effort to obtain a written commitment for such financing by April 10, 1999. In the event Purchaser is unable to obtain a written commitment for such loan by said date, upon prompt written notification thereof to the Seller, the amount paid hereunder by the Purchaser shall be refunded, this contract shall be terminated and neither party shall have any claim against the other. In the event such financing is obtained as aforesaid, this contract shall be binding and enforceable against the Purchaser.
3. The Purchaser's rights under this Contract shall not be assigned, devised or bequeathed without the prior written consent of the Seller.
4. The down payment hereunder shall be held in escrow, without interest, by the attorney for the Seller until the time of closing at which time said funds shall be turned over to the Seller.
5. At Seller's option, this Contract shall be null and void if the Purchaser records this Contract in the office of the Orange County Clerk or elsewhere.
6. Purchaser shall have the right to have an engineer's inspection and wood destroying insect inspection on the premises to be conveyed hereunder within fifteen (15) days from the date of this Contract. In the event any such test/inspection is/are less than satisfactory, Seller shall have the option of curing and/or correcting any such problems, defects and/or imperfections or may cancel this contract in which event all moneys paid hereunder shall be refunded to Purchaser and neither party shall have any further claim against the other.
7. Purchaser shall have the right to enter the premises to be conveyed hereunder on a date and time mutually agreeable with Seller to perform any and all tests and/or survey.
8. The escrow agent assumes no liability under this contract other than that of a stakeholder. If there is any dispute as to whether escrow agent is obligated to deliver the escrow moneys, or as to whom that sum is to be delivered, the escrow agent shall not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by escrow agent of an authorization in writing signed by all the persons having such dispute, directing the disposition of the sum, or in the absence of such authorization, escrow agent may hold the sum until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued escrow agent is not required to bring an appropriate action or proceeding for leave to deposit the sum in court, pending such determination. In making delivery of the moneys provided for in this Contract, escrow agent will have no further liability in this matter.

9. Purchaser agrees to notify MICHAEL S. SACHS, attorney for the Seller, in writing, of any objections to title at least ten (10) days prior to the scheduled date of closing. In the event that there are any objections to title, the Seller may adjourn the closing of title to afford reasonable opportunity to dispose of such objections. Seller, however, shall not be required to bring any action or proceeding with respect to such disposition or payment of judgments, mechanic liens, mortgages, federal and/or state tax liens and warrants.

10. It is understood and agreed by the parties that the delivery and acceptance of the deed of conveyance at the time of closing of title shall be deemed to constitute full compliance by the Seller of all the terms, covenants and conditions of this Contract on Seller's part to be performed. It is agreed that none of the terms hereof except those specifically made to survive title closing, shall survive such title closing.

11. In the event Seller shall be unable to convey a marketable title to the premises to be conveyed hereunder or convey title to the premises in accordance with the terms of this Contract, Purchaser shall at Purchaser's election have the right to accept such title as the Seller is able to convey without claim on the part of the Purchaser for abatement for defects or objections, or Purchaser shall have the right to rescind this Contract, and, upon such rescission pursuant to this paragraph the rights of the Purchaser shall be limited to the return of the moneys paid upon the signing of this Contract plus net title company and survey charges for examination of title and upon such repayment, this Contract shall be null and void and of no force and effect and Seller shall be under no obligation or liability whatsoever to the Purchaser for any damages that Purchaser may have sustained by reason of Seller's failure to convey title hereunder.

12. If the premises be subject to any liens, including transfer, inheritance, estate, franchise, license or other similar taxes, the amount of which has not been finally fixed, the same shall not be deemed an objection to title, provided that any title company to which Purchaser have applied for title insurance, will, at the time of closing of title issue or bind itself to issue its policy which will insure Purchaser against collection of said liens and taxes from said premises or if Seller leaves a reasonable deposit with Seller's attorney for with Purchaser's title company to secure the payment thereof. ~~The amount of the reasonable deposit shall be determined by the title company.~~

13. Purchaser represents that Purchaser has inspected the premises hereinabove described and are purchasing said premises in an "as is" condition as of this date, reasonable wear and tear excepted. Purchaser shall have an opportunity to again inspect the premises within 48 hours of closing or possession at a time mutually agreed upon by the parties.

14. This Contract contains all of the terms of the agreement entered into between the parties, and Purchaser acknowledges that Seller has made no representations, is unwilling to make any representations, and held out no inducements to the Purchaser, other than those expressly set forth herein, and the Seller is not liable or bound in any manner expressed or implied for warranties, guarantees, promises, statements, representations, or information pertaining to said premises as to the physical condition, income, expense, operation, or to what use the premises can be applied, including, but not limited to, any matter or thing affecting or relating to said premises, except as herein specifically set forth. Seller is not liable or bound in any manner by any verbal or written statements, representations, real estate brokers "set ups" or information pertaining to the above premises furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein.

15. In the event this agreement is terminated by Purchaser, notwithstanding any other provision of this Contract, or of law, Purchaser shall ~~return~~ ^{return} to Seller all maps, surveys, site plans, preliminary and final subdivision plans, engineering reports, studies and analyses at no cost to the Seller.

* given to Purchaser by Seller in anticipation of closing

willfully

16. It is expressly agreed and understood that if Purchaser defaults under this contract Seller shall retain \$5,000.00 paid by Purchaser under this Contract as liquidated damages; it being understood and agreed by Purchaser that Seller's actual damages would be difficult or impossible to ascertain in such event and that such amount constitutes fair and reasonable damages under such circumstances.

17. ~~If Purchaser defaults under this Contract, Purchaser shall pay the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars to Michael S. Sachs, the attorney for the Seller. Said payment shall not be construed or interpreted to be a waiver of any right or rights the Seller may have upon the Purchaser's default.~~

18. The execution of this Contract by Purchaser shall only be deemed an offer until this Contract is executed by the Seller at which time this Contract shall become binding between the parties.

19. Any notices to be given under this Contract shall be given in writing addressed to the attorney for the party to be notified.

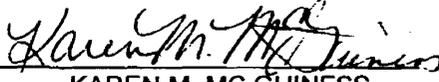
20. Purchaser shall pay the sum of \$150.00 to the attorney for the Seller in the event closing of title takes place outside a ~~twenty (20) mile driving distance from New Windsor, New York, of Orange or Rockland County.~~

21. The parties agree that any error in making final adjustments shall be corrected within ten (10) days after written notification of such error by either party to the other or to their respective attorney, and this representation shall survive closing of title notwithstanding delivery and acceptance of the Deed herein.

22. Pursuant to New York State Executive Law, Seller represents that a single-stage smoke detector is presently located in or will be located in the premises at the time of closing and will execute an affidavit with respect to same.

23. The premises to be conveyed hereunder shall be delivered to the Purchaser at the time of closing in a broom clean, vacant condition., all systems will be operational at time of "walk-through" prior to closing of title.

SELLER


KAREN M. MC GUINNESS
SS#: 121-68-1437

PURCHASER


JOSEPH A. FORTINO
SS #: 069 50 4601

MICHAEL S. SACHS
ATTORNEY AT LAW
219 QUASSAICK AVENUE
P.O. BOX 4277
EW WINDSOR, NEW YORK
12553

(914) 562-8890

PURCHASER'S RIDER TO CONTRACT OF SALE

FORTINO from MC GUINNESS

March , 1999

Notwithstanding anything to the contrary contained in the Contract of Sale or any other rider between the parties of which this rider is hereby made part, the parties agree as follows:

1. The Purchaser represents having fully inspected the premises and agrees to accept same in the present "as is" condition. The Seller represents that the premises will be in substantially the same condition at the time of closing of title, excepting usual wear and tear between the date of the Contract of Sale and the time of closing of title. The Seller further represents that the plumbing, heating and electrical systems and all personalty and appliances to be transferred with the premises will be in working order at the time of closing of title. The Seller further represents that the roof and basement will be free from leaks at the time of closing of title. However, said representations of the Seller shall not be deemed to survive delivery of the deed.

2. At the time of closing of title, the Seller shall deliver to the Purchaser either a permanent Certificate of Occupancy for the premises and all buildings and improvements on the premises as constructed and used at the time of closing of title, or evidence satisfactory to the Purchaser and the lending institution that a Certificate of Occupancy is not required.

3. The Seller represents that the premises are connected to a municipal or community sewerage treatment facility or that the septic system servicing the premises is in working order and will be in working order at the time of closing of title and that same is located entirely within the bounds of the premises which are the subject of this Contract of Sale.

4. The Seller represents that the premises are supplied with water from a municipal or community water system as of right or by a well producing potable water, and that the pump and other apparatus connecting and transporting the supply of water from the well to the residence is in working order and will be in working order at the time of closing of title and that same is located entirely within the bounds of the premises which are the subject of this Contract of Sale.

5. The Seller represents that the premises are not located within a "flood plain", "flood way", or a "flood hazard area" (hereinafter referred to as "flood zones"). In the event the premises are located in such a "flood zone", the Purchaser shall have the option to terminate this Contract of Sale and receive the return of any monies paid on said Contract of Sale.

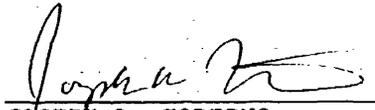
6. The Seller represents that there are no known pending outstanding assessments against the premises.

7. Seller represents that to the best of his/her knowledge there are no toxic substances on the premises.

8. The Seller represents that the premises do not contain wetlands as such are considered to be or are defined by any Governmental Agency.

9. Provided that Purchaser has complied with all reasonable requirements of lender, this contract is conditioned upon the lender fulfilling its mortgage commitment at the time of closing. If lender fails to fulfill its commitment as aforesaid, this contract will be null and void and all monies paid by Purchaser on account hereof shall be returned to Purchaser.

10. Seller represents that the premises fronts a municipal road or that there is a written recorded road maintenance agreement providing for access to the premises from a municipal road and providing for the maintenance of said access road or way.


JOSEPH A. FORTINO


KAREN M. MC GUINNESS

The sale includes:

(a) All buildings and improvements on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents 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 and cooking fixtures, fire, smoke, and burglar alarms, ~~radio and television sets, blinds, shades,~~ screens, awnings, storm windows, ~~storm doors,~~ mail boxes, ~~weather vane, flag poles,~~ pumps, shrubbery, clothes washers, clothes dryers, ~~garbage disposal units,~~ ranges, refrigerators, freezers, ~~air conditioning equipment and installations and well~~ ~~to well carpeting~~ water softener and spa.

Excluded from this sale are:

Furniture and household furnishings

Price	3. The purchase price is	\$ 115,000.00
	payable as follows:	
	On the signing of this Contract, by check subject to collection:	\$ 11,500.00
	By allowance for the principal amount still unpaid on the Existing Mortgage:	\$
	By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller:	\$
	*receipt of \$100.00 of which is hereby acknowledged.	
	BALANCE AT CLOSING	\$ 103,500.00

not exceeding \$500.00

The BALANCE AT CLOSING shall be paid in cash/or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

Existing Mortgage

4. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):
Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ %
per year, presently payable in _____ installments of \$ _____ which includes principal, interest,

and with any balance of principal being due and payable on _____ 19 _____

Purchase money mortgage

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

Title transfer
subject to

6. The Property is to be conveyed subject to:

- (a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.
- (b) Conditions, agreements, restrictions and easements of record.
- (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- ~~(d) Existing mortgages~~
- (e) Unpaid assessments payable after the date of the transfer of title.

Use of
purchase
price to pay
encumbrances

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

Deed and
transfer
taxes

8. At the Closing Seller shall deliver to Purchaser a **Bargain and Sale** deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

Adjustments
at closing

9. The following are to be apportioned pro-rata to the date of transfer:

- ~~(a) Rents as and when collected~~
- ~~(b) Interest on the Existing Mortgage~~
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- ~~(f) Depreciation as now held under Existing Mortgage~~

Water meter
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other
casualty

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

Condition of
Property

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

Seller unable
to convey,
liability

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

Closing date and place

14. The Closing will take place at the office of **Michael S. Sachs, 219 Quassaick Avenue, Route 94, Suite 2, New Windsor, New York** or lending institution

at **2:00 P. M.** on **April 20, 1999**.

Broker

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than **Family Real Estate, Inc. and C/21 Smitchger Realty** and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

Purchaser's lien

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

Notice

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

Entire Agreement

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

No Oral Change

19. This Contract may not be changed or ended orally.

Successors

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

Multiple Parties

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

22. See annexed Rider.

Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

Ligia A. Perales for Karen only

SELLER

Karen M. McGuinness
KAREN M. MC GUINNESS

PURCHASER

Joseph A. Fortino
JOSEPH A. FORTINO

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came

ss.:

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that said individual(s) executed the same.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came

ss.:

to me known, who, being by me duly sworn, did depose and say that deponent resides at No.

deponent is of the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; it was so affixed by order of the Board of Directors of said corporation, and deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came

ss.:

to me known and known to me to be a partner in a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said partner duly acknowledged that (s)he executed the foregoing instrument for and on behalf of said partnership.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that said individual(s) executed the same.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally

ss.:

to me known, who, being by me duly sworn, did depose and say that deponent resides at No.

deponent is of the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; it was so affixed by order of the Board of Directors of said corporation, and deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally

ss.:

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that deponent resides at No.

deponent knows to be the individual described in and who executed the foregoing instrument; deponent was present and saw said individual execute the same, and deponent at the same time subscribed deponent's name as witness thereto

Adjournment

Closing of title under this Contract is adjourned to 19 , at o'clock at and all adjustments are to be made as of 19

Assignment

Date: 19 For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purcha

Assignee of Purcha

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF NEW YORK

Seller

and

Purchaser

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF NEW YORK

Contract of Sale of Real Estate

Date 19
Deed to pass on 19

STATE OF NEW YORK

County of _____

RECORDED ON THE

..... day of 19.....

at o'clock M.

Liber of Deeds

Page and examined

CLERK

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

In the Matter of the Application for Variance of

Karen McGuinness

Applicant.

99-23.

**AFFIDAVIT OF
SERVICE BY
MAIL**

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, Windsor, N. Y. 12553.

That on June 24, 1999, I compared the 13 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses 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
1st day of July, 1999.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999

CERTIFICATE OF TITLE ISSUED BY

STEWART TITLE INSURANCE COMPANY

Certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and / or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefor are not paid (2) if the prospective insured, his attorney or agent 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) upon delivery of the policy. Any claim arising by reason of the issuance hereof 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 hereof, the Company assumes no liability except under its policy when issued.

STEWART TITLE
INSURANCE COMPANY



Countersigned by:

A handwritten signature in black ink, appearing to be 'D.P.', written over a horizontal line.

Company _____
Address _____
City State _____
Agent No. _____

A handwritten signature in black ink, appearing to be 'John A. ...', written over a horizontal line.

President

A handwritten signature in black ink, appearing to be 'John A. ...', written over a horizontal line.

Secretary

KAR-VIN ABSTRACT CORP.
273 Quassaick Avenue
New Windsor, N.Y. 12553

STEWART TITLE INSURANCE COMPANY

Title No. 991160

Effective Date: 3/9/99

Redated:

Proposed Insured:

Purchaser: Joseph A. Fortino

Mortgagee: Cendant Mortgage Corporation, its Successors
and/or Assigns

Amount of Insurance:

FEE: \$115,000.00

Mortgage: \$103,500.00

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:

Karen M. McGuiness who acquired title by deed dated 4/5/98 made by Steven Sundberg and Maura Sundberg and recorded in the ORANGE County Clerk's Office on 8/10/94 in Liber 4089 of Deeds, at page 23.

Premises described in Schedule "A" are known as:
10 Windsor Drive

County: ORANGE

City:

Town: New Windsor

Section/Block/Lot: 19-1-11

STEWART TITLE INSURANCE COMPANY

SCHEDULE A

Title No. 991160

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, known and designated as Lot #13 on Map of Lands of Windsor Heights, located in the Town of New Windsor, County of Orange, State of New York, made by Kenneth B. Abt, C.E., filed in the Orange County Clerk's Office October 31, 1952, and more particularly bounded and described as follows:

BEGINNING at a point in the northeasterly line of Windsor Drive which point is 300 feet northwesterly from the intersection of the northeasterly line of Windsor Drive with the northwesterly line of Sunset Drive and running thence from said point of beginning northeasterly along the northwesterly line of Lot #14 on said map to the most northerly corner of Lot #14; running thence North 51° West 185.70 feet to a point in the southeasterly line of Cedar Avenue; and running thence southwesterly along the northeasterly line of Lot #12 on said map to a point in the northwesterly line of Windsor Drive which point is also the most easterly corner of Lot #12 on said map and running thence 54.13 feet in the line of a curvature of a circle having a radius of 60 feet to the point or place of beginning; also

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, known and designated as the most northerly corner of Lot #12 on a map of lands of Windsor Heights, located in the Town of New Windsor, County of Orange, State of New York, made by Kenneth B. Abt, C.E., filed in Orange County Clerk's Office October 31, 1952, and more particularly bounded and described as follows:

continued....

BEGINNING at a point in the easterly line of Cedar Avenue at the northerly corner of certain lands heretofore conveyed by Beatrice McKay to Sterling Construction Co., Inc. by deed dated May 23, 1952, and recorded in the Orange County Clerk's Office July 8, 1952, Liber 1236, page 104, the said point of beginning being the most northerly corner of Lot #12 as shown on said map and runs thence from said point of beginning in a southwesterly direction along the easterly line of Cedar Avenue South $41^{\circ} 30'$ West 10 feet to a point; thence turning and running through the most northerly corner of said Lot #12 in a southeasterly direction South 51° East 11.47 feet to a point in the division line between said Lot #12 and Lot #13 as shown on said map, thence along said division line North $8^{\circ} 50'$ West 14.88 feet to the point or place of BEGINNING.

STEWART TITLE INSURANCE COMPANY

SCHEDULE B

Title No. 991160

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our 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 herein. Covenants and restrictions in Liber 1259 Cp. 479 and Liber 1256 Cp. 556.
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. (FEE POLICY ONLY)

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:

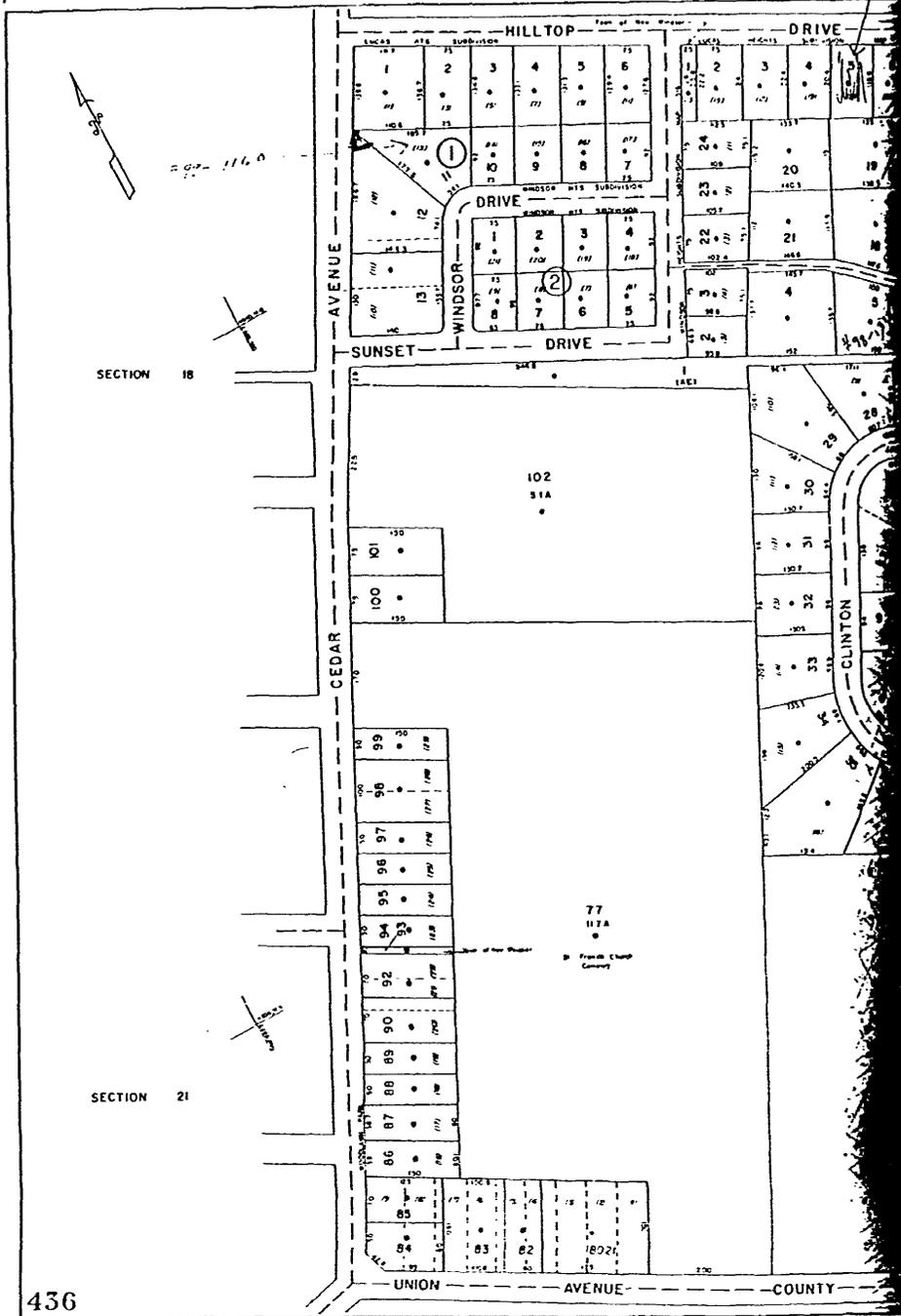
STEWART TITLE INSURANCE COMPANY

Title No. 991160

SCHEDULE B - Continued

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. (FEE POLICY ONLY)
10. 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.
- 5 11. Obtain proof that Karen M. McGuiness has not been known by any other name for 10 years last past. Any other name must be submitted to Company prior to closing.
12. No personal inspection having been made by this Company, policy will except any state of facts an inspection would disclose.
13. The courses stated in the description will not be insured in the absence of a satisfactory survey certified to the Company.
14. Riparian rights, if any, in favor of the premises herein are not insured.
15. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.

- S 16. 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.
17. Setbacks on filed map #1516.
- S 18. Variation between record description and the Orange County tax map is excepted. Parcel 2 in description is NOT included on tax map. Company excepts any loss, cost or damage by reason of same. (See copy of tax map herein).



436

Prepared by
AERO SERVICE CORPORATION
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE



LEGEND

LOT OR BLOCK LINE	THIN PLAIN LINE	1/4 SECTION LINE
SECTION OR BLOCK LINE	THIN DASHED LINE	1/4 SECTION PARCEL LINE
SECTION & BLOCK LINE	THICK LINE	AREAS
SPECIAL DISTRICT LINE	THICK DASHED LINE	UNIMPROVED LOTS
PROPERTY LINE	THIN DASHED LINE	

*William W. Anderson
 1911-11*

11

SCHEDULE C

(FOR INFORMATION ONLY)

- 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).
- The date on the Deed in this transaction must be the same date as on the Equalization and Assessment form and the TP-584. 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:

- 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."

- All documents are to be signed in black ink only for recording purposes.

STEWART TITLE INSURANCE COMPANY

M O R T G A G E

Title No. 991160

MORTGAGOR Karen M. McGuiness

MORTGAGEE Manufacturers and Traders Trust Company

Amount: \$102,100.00

Dated: 8/3/94

Recorded: 8/10/94

Liber: 5197

Page: 89

Said mortgage assigned to State of New York Mortgage Agency recorded 8/10/94 in Liber 5197 Mp. 103.

THIS TITLE REPORT DOES NOT SHOW ALL THE TERMS AND PROVISIONS OF THE MORTGAGE(S) THEREOF TO ASCERTAIN THE TERMS, COVENANTS AND CONDITIONS CONTAINED THEREIN, AND TO DETERMINE IF THERE ARE ANY UNRECORDED AMENDMENTS OR MODIFICATIONS THERETO.

Acct No -

Amo -

100.

STEWART TITLE INSURANCE COMPANY

T A X S C H E D U L E

Title No. 991160

ASSESSED VALUATION:

LAND: \$6,500.00 **FULL:** \$24,000.00
EXEMPT: \$ **NET:** \$
County: ORANGE
Town: New Windsor
School District: Newburgh Enlarged City School District
Section/Block/Lot: 19-1-11
Property Class Code: 210
Account #
Property Size: 54' x 177'

ASSESSED TO: Karen McGuiness

1999 STATE, COUNTY & TOWN TAX: \$1,137.67 PAID 1/31/99

1998/99 SCHOOL TAX: \$1,538.52 PAID 3/9/99

WATER & SEWER: \$49.05 PAID 3/5/99
(covers 1/98 to 3/31/99, next bill 6/99) PLEASE CONTACT THE TOWN
OF NEW WINDSOR PRIOR TO CLOSING FOR FINAL READING

PAID WATER AND SEWER RECEIPTS TO BE PRODUCED AT CLOSING.

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 STATE AND COUNTY TAX ROLL.

OUR POLICY DOES NOT INSURE AGAINST SUCH ITEMS WHICH HAVE NOT BECOME A LIEN UP TO THE DATE OF CLOSING, OR INSTALLMENTS DUE AFTER SUCH DATE. NEITHER OUR TAX SEARCH NOR OUR POLICY COVERS ANY PART OF STREETS ON WHICH THE PREMISES TO BE INSURED ABUT.

IF THE TAX LOTS ABOVE MENTIONED COVER MORE OR LESS THAN THE PREMISES UNDER EXAMINATION, THIS FACT WILL BE NOTED HEREIN. IN SUCH CASE, THE INTERESTED PARTIES SHOULD TAKE THE NECESSARY STEPS TO MAKE THE TAX MAP CONFORM TO THE DESCRIPTION TO BE INSURED.

Title No. 991160

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 therefore. 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

Windsor Drive is a dedicated road and municipally maintained.



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4635
Fax: (914) 563-4693

Building Department

March 30, 1999

Kar-Vin Abstract Corp.
273 Quassaick Avenue
New Windsor, New York 12553

PROPERTY ASSESSED TO: Karen M. McGuiness
10 Windsor Drive
New Windsor, New York 12553
Section/Block/Lot: 19-1-11

Dear Sirs:

Please be advised that the above referenced structure was built in 1952 which was prior to this Town adopting building and zoning codes in 1966. Therefore, there is no certificate of occupancy nor is one required.

Windsor Drive is owned and maintained by the Town of New Windsor.

The Assessor's records indicate the construction of a 20X 12 addition, a 12 X 15 deck with hot tub and a 8 X 12 deck without a building permit or certificate of occupancy.

This letter has been prepared after inspection of the records available in the Town Hall. The records indicate that there are no violations at the subject premises. No personal inspection was made by the undersigned for the purpose of preparing this letter. The Town of New Windsor does not represent that there are no other violations at the subject premises, however, the Town will represent that it has no knowledge of any other violations at the subject premises.

The inspection of the records was performed at the request of an interested party. The Town will not be liable for any loss or damage that may be suffered by the interested party or any other party who may rely on the contents of this letter.

Title #9 NYCRR requires that a smoke detector be installed prior to the sale of these premises. Please submit to the Fire Inspector at the above address the enclosed affidavit of compliance indicating that a smoke detector has been installed and is operational.

Very truly yours,

Michael Babcock / cd
Michael Babcock
Building Inspector

STATE OF NEW YORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOME

State of New York)

ss:

County of Orange)

1. (I) (WE) are the transferer (s) of the property described herein, and attest that the property at the time of transfer has installed on its premises an operable single Station smoke detecting alarm device.

2. The property is a (one) (two) family dwelling located at:

Address: _____
Town: _____ County: _____
State: _____ Zip: _____

3. (I) (WE) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferor L.S.

Transferor L.S.

Sworn to before me this _____ day
of _____, 19_____

Notary Public

This Indenture,

Made the 15th day of January, nineteen hundred and Fifty-Seven

Between MAURICE G. HARTNETT and CYNTHIA M. HARTNETT, husband and wife, both residing at 4000 Ralston Avenue, Belmont, State of California, (P.O. Address: Box 714 Belmont, California),

part 1a of the first part, and

0.

ORVILLE ORTS and MARGERIE I. ORTS, husband and wife, both residing at South Plank Road (no number), Town of Newburgh, Orange County, New York,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of TEN AND NO/100 (\$10.00) - - - - - Dollars, lawful money of the United States, and other good and valuable considerations paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever.

That certain lot, piece or parcel of land together with the buildings and improvements thereon situate, lying and being in the Town of New Windsor, Orange County, New York, known and designated as Lot #13 on Map of Lands of Windsor Heights, located in the Town of New Windsor, Orange County, New York, made by Kenneth B. Abt, C.E., filed in the Orange County Clerk's Office October 31, 1952, and more particularly bounded and described as follows:

BEGINNING at a point in the northeasterly line of Windsor Drive which point is 300 feet northwesterly from the intersection of the northeasterly line of Windsor Drive with the northwesterly line of Sunset Drive and running thence from said point of beginning northeasterly along the northwesterly line of Lot #14 on said map to the most northerly corner of Lot #14; running thence North 51° West 185.70 feet to a point in the southeasterly line of Cedar Avenue; and running thence southwesterly along the northeasterly line of Lot #12 on said map to a point in the northwesterly line of Windsor Drive which point is also the most easterly corner of Lot #12 on said map and running thence 54.3 feet in the line of curvature of a circle having a radius of 60 feet to the point or place of beginning.

SUBJECT to the following covenants and restrictions which shall run with the title to the land to be conveyed hereunder:

10-1-57

1. That said premises shall be used for residential purposes only and that no trade or business shall be carried on on said premises.

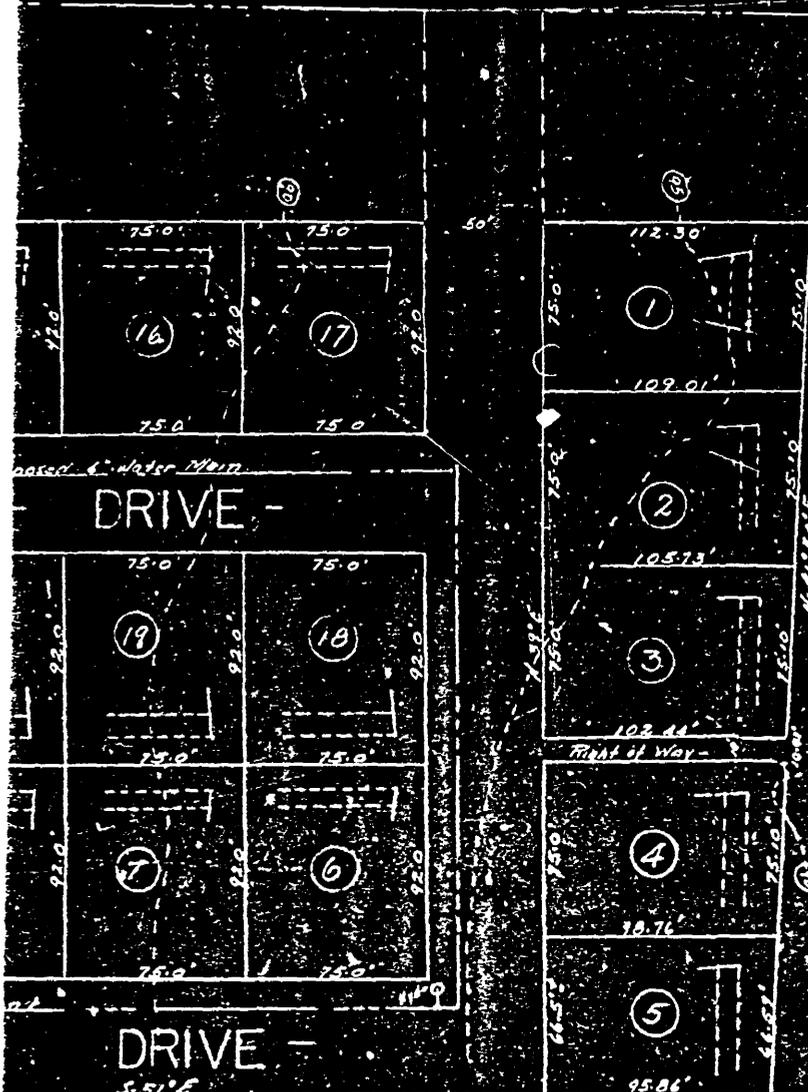
2. That no building shall be erected on said land within 20 feet of the front line thereof nor within five feet of the side lines thereof.

3. That no more than one one-family residence and private garage costing at least \$5,000.00 to erect shall be erected or maintained upon any parcel of land 50 feet in front or less.

4. That no cattle, livestock or chickens shall ever be kept or maintained on said premises.

(X)
BEING the same premises described in a certain Deed, Sterling Construction Co., Inc. to Maurice G. Barnett and Cynthia W. Barnett, dated January 23, 1953 and recorded in the Orange County Clerk's Office on January 26, 1953 in Liber 1256 of Deeds at page 556.

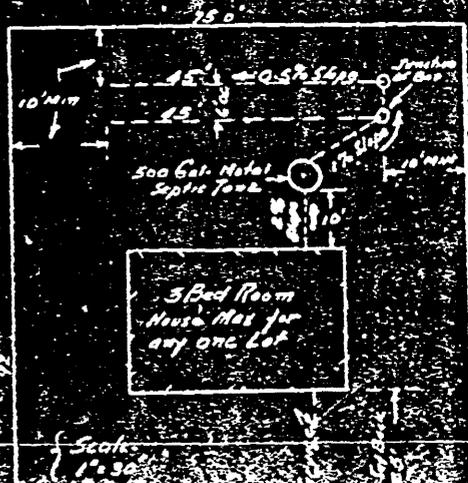
DRIVE -



Disposal field Leaching Trench Detail -



Typical Lot Layout
For Subsurface Sewerage Disposal System
All systems to be located as shown in each lot.



Design
Soil Tests poorest condition:
1" water fall in 4 min
Average 1" in 3 1/2 min
Soil capacity 1 1/2 to 2 gal/day



-VA-

-LOCATED-

Existing 9" Water Main

- HILLTOP -

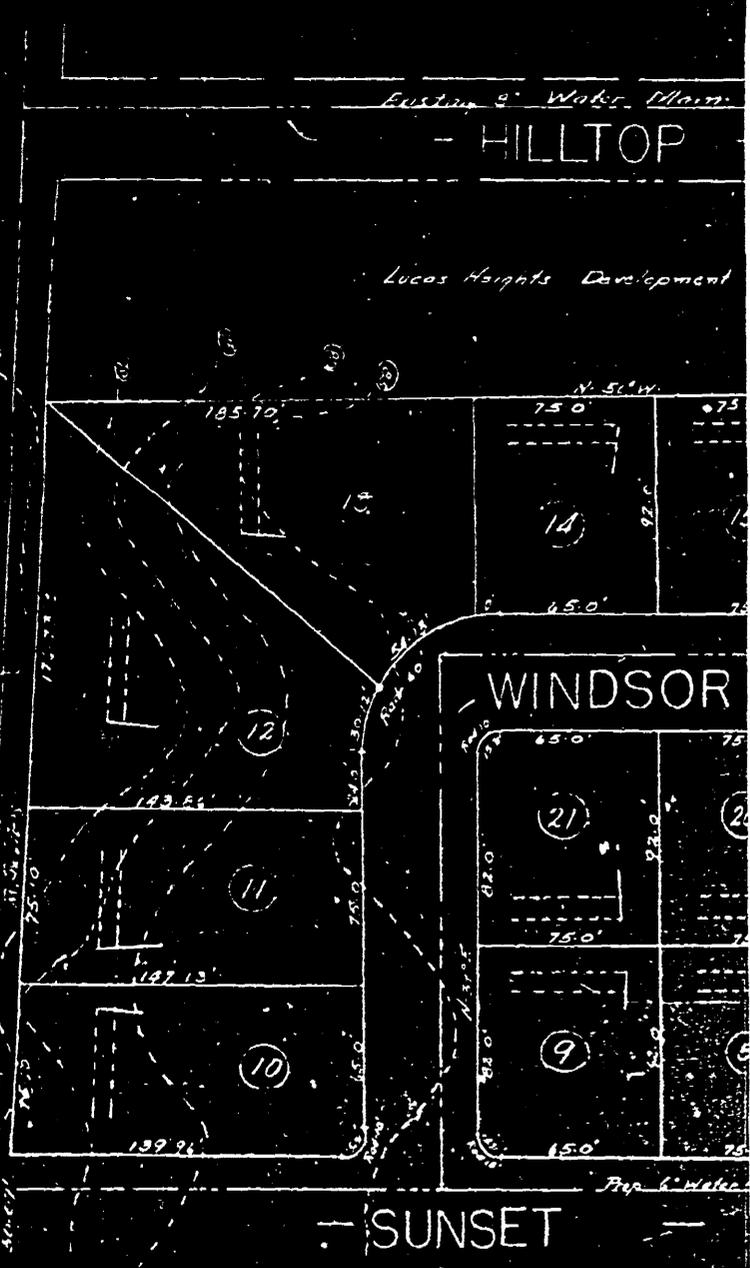
Lucas Heights Development

- CEDAR AVE -

WINDSOR

- SUNSET -

FILED OCT 31 1952 1516



August 29, 1952

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**