

**ZB# 86-5**

**Windsor Enterprises**

**37-1-35.3**

86-5 - Windsor Enterprises - Use Variance

Prelim

2/10/86.

Public Hearing:

April 14, 1986.

Notice to Enrol  
delivered by Pat Kennedy  
on 3/31/86.

Collect ~~\$50,000~~

fee

Use Variance  
granted -  
automotive body  
shop - on 4/14/86

# General Receipt

7541

TOWN OF NEW WINDSOR

555 Union Avenue  
New Windsor, N. Y. 12550

April 28, 1986

Received of Windsor Enterprises Inc. \$ 50.00

Fifty and 00/100 DOLLARS

For ZBA Application Fee <sup>CP.#</sup> 1011

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CP# 1011</u>		<u>50.00</u>

By Pauline J. Townsend

Town Clerk

Title

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 86-5

Date: 3/26/86

I. ✓ Applicant Information: (Contract Buyer)

(a) Windsor Enterprises, Inc. PO Bx 928, Vails Gate, NY 12584  
(Name, address and phone of Applicant) (Owner)

(b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)

(c) \_\_\_\_\_  
(Name, address and phone of attorney)

(d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

Use Variance

Sign Variance

Area Variance

Special Permit

III. ✓ Property Information:

(a) NC Rte. 9W 37-1-35-3 6.2 acres  
(Zone) (Address) (S B L) (Lot size)

(b) What other zones lie within 500 ft.? R-4, R-5, FP

(c) Is a pending sale or lease subject to ZBA approval of this application? Yes

(d) When was property purchased by present owner? 1965

(e) Has property been subdivided previously? Yes When? 1975

(f) Has property been subject of variance or special permit previously? No When? \_\_\_\_\_

(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No

(h) Is there any outside storage at the property now or is any proposed? Describe in detail: Yes, for proposed use: Body shop to have a fenced in area for vehicle storage. Boat sales to have outside boats on display (see site plan).

IV. ✓ Use Variance:

(a) Use Variance requested from New Windsor Zoning Local Law, Section 48-8, Table of Use Regs., Col. A, to allow:

(Describe proposal) Retail Boat Sales, Body Shop and Accessory Apartment.

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

(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.

The property has been actively on the market for 20 years without having any proposed uses within the zoning limits. The N.C. zone which the property is located in has few actual uses within the zoning limits. The proposed uses basically fit what is in existence along 9W.

V. Area variance:

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

Requirements	Proposed or Available	Variance Request
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____
Reqd. Front Yd.	_____	_____
Reqd. Side Yd.	_____ / _____	_____ / _____
Reqd. Rear Yd.	_____	_____
Reqd. Street Frontage*	_____	_____
Max. Bldg. Hgt.	_____	_____
Min. Floor Area*	_____	_____
Dev. Coverage* %	_____ %	_____ %
Floor Area Ratio**	_____	_____

\* Residential Districts only  
\*\* Non-residential districts only

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

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

VI. Sign Variance:

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

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

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

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

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

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

VII. Special Permit:

(a) Special Permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

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

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

VIII. Additional comments:

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

The lot is not within limits of any residential develop-  
ments. All buildings and drives to be new construction.  
The entrance to Rte. 9W to be paved and curbed per NYS  
DOT requirements. The storage area for vehicles to be  
worked on in the body shop to be enclosed by a 6 foot  
high stockade fence.

IX. Attachments required:

- Copy of letter of referral from Bldg./Zoning Inspector.
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- Check in the amount of \$ 5.00 payable to TOWN OF NEW WINDSOR.
- Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 3/31/86.

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

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

James R. Petro Jr. VICE PRES.  
(Applicant) W.E.I.

Sworn to before me this

31st day of March, 1986.

Patricia Delio

PATRICIA DELIO  
NOTARY PUBLIC, State of New York  
No. 5970775  
Qualified in Orange County  
Commission Expires March 30, 1987.

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_.
- (b) Variance is \_\_\_\_\_.  
Special Permit is \_\_\_\_\_.
- (c) Conditions and safeguards: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD  
FROM: ZONING BOARD OF APPEALS  
SUBJECT: WINDSOR ENTERPRISES, INC.  
DATE: April 16, 1986

Regarding the above-entitled application for a use variance before the ZBA which was granted on April 14, 1986, after viewing the plans presented to this board, it was suggested that the Planning Board require the applicant to construct a 50 ft. roadway at the entrance to the property.

Jack Babcock, Chairman

/pd

ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

-----x

In the Matter of the Application of  
WINDSOR ENTERPRISES, INC.

DECISION GRANTING  
USE VARIANCE

#85-5.

-----x

WHEREAS, WINDSOR ENTERPRISES, INC., a corporation having an office located at Walsh Road, New Windsor, New York, has made application before the Zoning Board of Appeals for a use variance for the purposes of:

Operation of automotive body shop in an NC zone.

WHEREAS, a public hearing was held on the 14th day of April, 1986 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, Raymond Yonnone, an officer of applicant corporation, appeared in person with surveyor, Patrick Kennedy; and

WHEREAS, the application was unopposed; and

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

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

2. The evidence shows that applicant proposes to construct an automotive body shop in an NC zone incidental to his boat sales.

3. The evidence shows that proposed use is conducive to the area in question.

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

1. The evidence indicates that the aforesaid circumstances or conditions are such that the strict application of the provisions of the local law would deprive the applicant of a reasonable use of such land.

2. The evidence indicates that the plight of the applicant is due to unique circumstances and not to general conditions suffered by other persons within the same zone since owner of property has attempted to sell this parcel for a number of years but has had no success in doing so.

3. The evidence shows that the application as presented does not alter the essential character of the neighborhood.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grants a use variance for an automotive body shop as applied for in connection with the plans submitted and dated 3/18/86 pending notification from Orange County Planning Dept and further suggesting to the Planning Board of the Town of New Windsor by communication that a 50 ft. roadway be constructed at entrance to property.

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 the applicant.

Dated: April 28, 1986.

  
Chairman



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

April 15, 1986

WINDSOR ENTERPRISES, INC.  
P. O. Box 928  
Vails Gate, N. Y. 12584

RE: APPLICATION FOR USE VARIANCE  
#86-5

Attn: Mr. James Petro

Dear Jim:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to grant the above request for a use variance. This decision was made at the April 14, 1986 meeting. Additionally, the ZBA members stipulated that a letter be transmitted to the Planning Board suggesting that a 50 ft. roadway be constructed at the entrance to the property. Also, the above decision was made pending receipt of approval from Orange County Planning Department.

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

Very truly yours,

PATRICIA DELIO  
Secretary to Zoning Bd. of Appeals

/pd

cc: Town Building Inspector  
Planning Board  
Patrick Kennedy



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

(14)

March 14, 1986

Re: 37-1-35.3

Dear Mr. Petro:

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

The charge for this service is \$35.00. Please remit the same to the Town Clerk, Town of New Windsor.

*pmc  
3/17/86*

Very truly yours,

*Christian E. Jahrling*  
JK

CHRISTIAN E. JAHRLING, IAO  
SOLE ASSESSOR

CEJ/jk  
Enc.



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

1763

✓ Washburn Ronald A  
& Stephanie  
44-52 Rt. 9W  
New Windsor NY 12550

✓ Paradise Park Inc  
c/o Exurban Realty  
285 Route 304  
Bardonia NY 10954

✓ Yonnone Vincent J  
82 Merline Ave  
New Windsor NY 12550

✓ Plant Edward R  
& Robert H Logan  
31 Merritt St  
Port Chester NY 10573

✓ Wilson William T  
Rt. 9W By Pass  
Cornwall NY 12518

✓ Olympia Peter M  
16 Russell Rd  
Newburgh NY 12550

✓ Clarke Charlotte  
110 Caesars Lane  
New Windsor NY 12550

✓ Lanza Frank  
PO Box 383  
New Hampton NY 10958

✓ Doherty Paul S Jr  
20 Saddle Ridge Rd  
Ho-Ho-Kus NJ 07423

✓ Town of New Windsor  
555 Union Ave  
New Windsor NY 12550

✓ Lease John Jr  
& Richard F  
313 Broadway  
Newburgh NY 12550

✓ ORourke Patrick Est  
RD4 Forge Hill Rd  
New Windsor NY 12550

✓ Exurban Modulares Inc  
614 Little Britain Rd  
New Windsor NY 12550

✓ Langer Lewis  
& Emily  
42 Faye Ave  
New Windsor NY 12550

Prelim.  
2/10/86 (2)

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. .... Date 1/17/ 1986

To WINDSOR ENTERPRISES (John Lease, owner)  
P.O. BOX 928  
VALES GATE NEW YORK

PLEASE TAKE NOTICE that your application dated ....., 19.....

for permit to AUTO AND BOAT BODY SHOP- RETAIL BOAT SALES AND PROPOSED  
FIRST FLOOR STORAGE WITH 2ND STORY APARTMENT FOR CARETAKER  
at the premises located at .....

RT 9W +

is returned herewith and disapproved on the following grounds:

NOT PERMITTED IN N-C ZONE

NEED USE VARIANCE

Michael Baloch  
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____

OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. .... Date 1/17/ 1986

To WINDSOR ENTERPRISES (John Lease, owner)  
P.O. BOX 928  
VAILS GATE NEW YORK

PLEASE TAKE NOTICE that your application dated ....., 19.....

for permit to AUTO AND BOAT BODY SHOP- RETAIL BOAT SALES AND PROPOSED FIRST FLOOR STORAGE WITH 2ND STORY APARTMENT FOR CARETAKER at the premises located at .....

RT 9W +

is returned herewith and disapproved on the following grounds:

NOT PERMITTED IN N-C ZONE

NEED USE VARIANCE

*Michael Baloch*  
 Building Inspector

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

\* Residential Districts only  
 \*\* Non-residential districts only

Rec'd 4/11/86

cc: Sup. Atty /

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

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 5  
Request of Windsor Enterprises, Inc.  
for a VARIANCE ~~SPECIAL PERMIT~~ of  
the regulations of the Zoning Ordinance to  
permit Retail Boat Sales, Automotive Body Shop  
and an Accessory Apartment in an NC Zone.  
being a VARIANCE ~~SPECIAL PERMIT~~ of  
Section 48-8; useables permitted uses  
for property situated as follows:  
Westside of NYS Rte. 9W, 436 feet south of  
Caesar's Lane. Tax Map Section 37, Block 1,  
Lot 35.3.

SAID HEARING will take place on the 14th day of  
April, 19 86, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

JACK BABCOCK  
Chairman

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 86-5

Date: 3/26/86

I. ✓ Applicant Information:

(Contract Buyer)

- (a) Windsor Enterprises, Inc. PO Bx 928, Vails Gate, NY 12584  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

- Use Variance                       Sign Variance
- Area Variance                       Special Permit

III. ✓ Property Information:

- (a) NC                      Rte. 9W                      37-1-35-3                      6.2 acres  
(Zone)                      (Address)                      (S B L)                      (Lot size)
- (b) What other zones lie within 500 ft.? R-4, R-5, FP
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 1965
- (e) Has property been subdivided previously? Yes When? 1975
- (f) Has property been subject of variance or special permit previously? No When? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: Yes, for proposed use: Body shop to have a fenced in area for vehicle storage. Boat sales to have outside boats on display (see site plan).

IV. ✓ Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-8, Table of Use Regs., Col. A, to allow:  
(Describe proposal) Retail Boat Sales, Body Shop and Accessory Apartment.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(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.

The property has been actively on the market for 20 years without having any proposed uses within the zoning limits. The N.C. zone which the property is located in has few actual uses within the zoning limits. The proposed uses basically fit what is in existence along 9W.

V. Area variance:

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

Requirements	Proposed or Available	Variance Request
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____
Reqd. Front Yd.	_____	_____
Reqd. Side Yd.	_____ / _____	_____ / _____
Reqd. Rear Yd.	_____	_____
Reqd. Street Frontage*	_____	_____
Max. Bldg. Hgt.	_____	_____
Min. Floor Area*	_____	_____
Dev. Coverage* %	_____ %	_____ %
Floor Area Ratio**	_____	_____

\* Residential Districts only

\*\* Non-residential districts only

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

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

VI. Sign Variance:

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

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

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

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

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

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

VII. Special Permit:

(a) Special Permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

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

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

VIII. Additional comments:

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

The lot is not within limits of any residential develop-  
ments. All buildings and drives to be new construction.  
The entrance to Rte. 9W to be paved and curbed per NYS  
DOT requirements. The storage area for vehicles to be  
worked on in the body shop to be enclosed by a 6 foot  
high stockade fence.

IX. Attachments required:

- Copy of letter of referral from Bldg./Zoning Inspector.
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- Check in the amount of \$ 5.00 payable to TOWN OF NEW WINDSOR.
- Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 3/31/86.

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

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

James R. Peto Jr. VINE PRES.  
(Applicant) W.E.I.

Sworn to before me this

31st day of March, 1986.

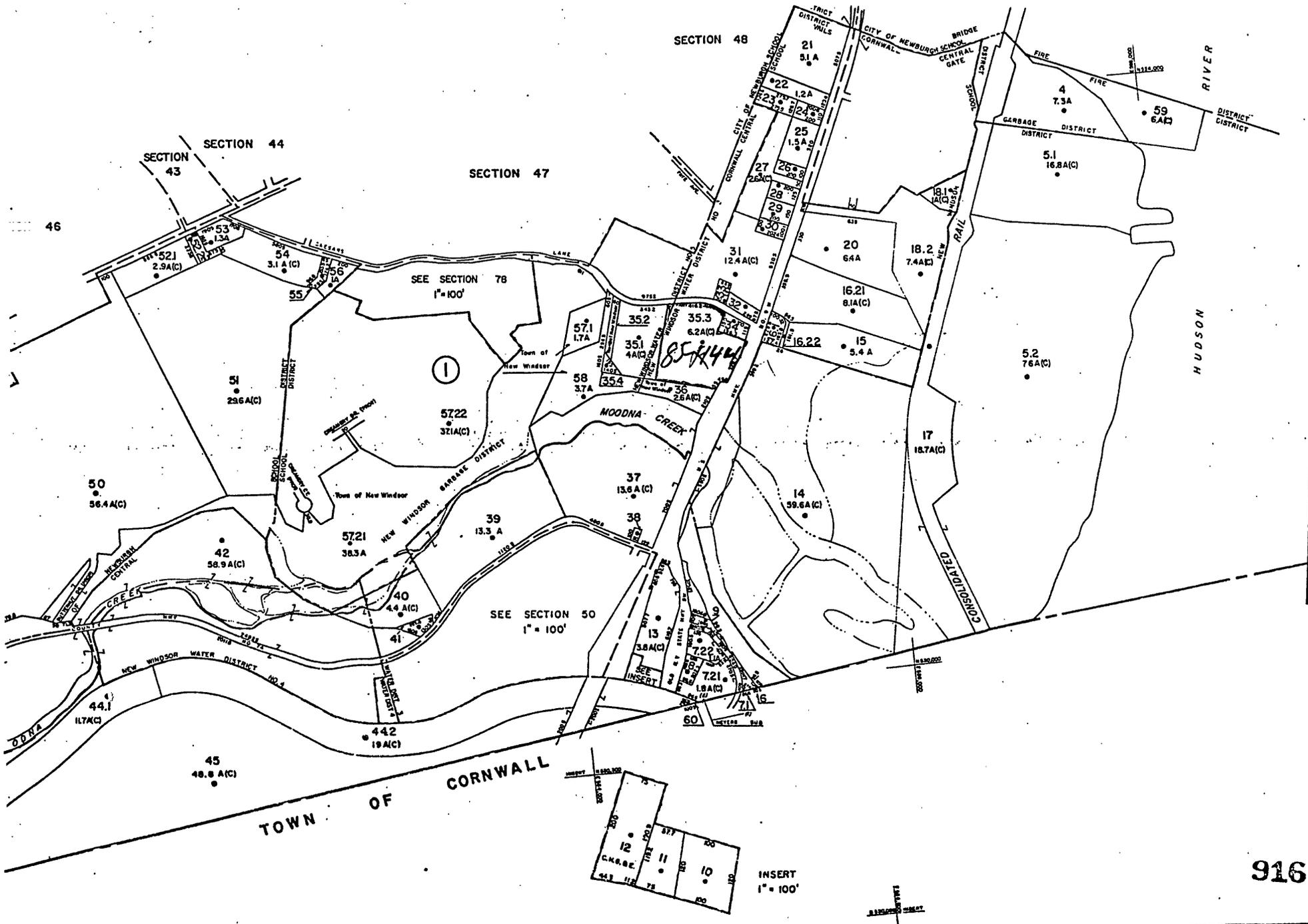
Patricia Delio

PATRICIA DELIO  
NOTARY PUBLIC, State of New York  
No. 5970775  
Qualified in Orange County  
Commission Expires March 30, 1987.

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_.
- (b) Variance is \_\_\_\_\_.  
Special Permit is \_\_\_\_\_.
- (c) Conditions and safeguards: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.



916

LEGEND		
FILED PLAN BLOCK NO.	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
EASEMENT	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
MATCH LINES		STATE HIGHWAY

# ORANGE COUNTY~NEW YORK

Photo No. B-496,477,498 Date of Map: 9-24-67  
 Date of Revision: 5-1-65

## TOWN OF NEW WINDSOR

Section No. 37

**WARNING:**

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

CONSULT YOUR LAWYER BEFORE SIGNING IT.

**NOTE: FIRE AND CASUALTY LOSSES:**

This contract form 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. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

3-2589-C

**Date Parties**

CONTRACT OF SALE made as of the 5th day of December, 1985

BETWEEN RICHARD F. LEASE, residing at (no number) Lakeside Road, Town of Newburgh, Orange County, New York and JOHN J. LEASE, JR., residing at (no ~~address~~ number) Grand Avenue, Town of Newburgh, Orange County, New York

hereinafter called "SELLER"

who agrees to sell, and JAMES R. PETRO, JR. and RAYMOND D. YANNONE, JR., both residing at 32 Clarkview Road, Town of New Windsor, Orange County, New York

~~Address~~

hereinafter called "PURCHASER"

who agrees to buy:

**Premises**

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also ~~known as~~

**INITIALS:**

~~Street Address~~

R.F.L.

Tax Map Designation:

R.F.L., Jr.

J.R.P., Jr.

R.D.Y., Jr.

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

**Personal Property**

The sale also includes ~~no~~ fixtures and articles of personal property attached to or used in connection with the PREMISES, ~~unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vances, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.~~

~~Excluded from this sale are:~~

~~Furniture and household furnishings,~~

This is a sale of vacant land.

**Purchase price**

1. (a) The purchase price is FORTY-FIVE THOUSAND AND 00/100 \$ 45,000.00 payable as follows: FOUR THOUSAND FIVE HUNDRED AND 00/100

...that the undersigned is responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

Date Parties

CONTRACT OF SALE made as of the 5th day of December, 1985  
BETWEEN RICHARD F. LEASE, residing at (no number) Lakeside Road, Town of Newburgh, Orange County, New York and JOHN J. LEASE, JR., residing at (no number) Grand Avenue, Town of Newburgh, Orange County, New York

hereinafter called "SELLER"  
who agrees to sell, and JAMES R. PETRO, JR. and RAYMOND D. YANNONE, JR., both residing at 32 Clarkview Road, Town of New Windsor, Orange County, New York

~~XXXXXX~~

hereinafter called "PURCHASER"

who agrees to buy:

Premises

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also ~~XXXXXX~~

NITIALS:

~~Street Address~~

R.F.L.

Tax Map Designation:

*[Handwritten initials]*

R.F.L., Jr.

*[Handwritten initials]*

J.R.P., Jr.

*[Handwritten initials]*

R.D.Y., Jr.

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal Property

The sale also includes <sup>no</sup> ~~any~~ fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings,

This is a sale of vacant land.

Purchase price

1. (a) The purchase price is FORTY-FIVE THOUSAND AND 00/100 \$ 45,000.00

payable as follows: FOUR THOUSAND FIVE HUNDRED AND 00/100

On the signing of this contract, by check subject to collection: \$ 4,500.00

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: FORTY THOUSAND FIVE HUNDRED AND 00/100 \$ 40,500.00

Closing date and place

7. CLOSING will take place at the office of NORTHROP, STRADAR & GLENN, P.C., 388 Broadway, Newburgh, N.Y. at 2:00 P.M. o'clock on or before March 1, 1986.

Broker

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale ~~xxxx~~

~~and SELLER agrees to pay the ~~xx~~~~

Streets and assignment of unpaid awards

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

Mortgagee's certificate or letter as to existing mortgage(s)

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

Compliance with state and municipal department violations and orders

~~11. a. SELLER will comply with all notices or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.~~

*omit if the property is not in the City of New York*

~~b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.~~

Installment assessments

~~12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.~~

Apportionments

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:  
~~(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.~~

INITIALS:

R.F.L.

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

J.F.L.

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

J.R.P.

Jr.

R.D.Y.

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

Water meter readings

Allowance for unpaid taxes, etc.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

Use of purchase price to pay encumbrances

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

Affidavit as to judgments, bankruptcies etc.

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

Deed transfer and recording taxes

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause

of unpaid awards	right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.
Mortgagee's certificate or letter as to existing mortgage(s)	10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.
Compliance with state and municipal department violations and orders <i>omit if the property is not in the City of New York</i>	<del>11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.</del>
Installment assessments	b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.
Apportionments	12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.
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J.F.L.	If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.
J.R.P.	Jr. <del>Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.</del>
R.D.Y.	Jr.
Water meter readings	14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.
Allowance for unpaid taxes, etc.	15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.
Use of purchase price to pay encumbrances	16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.
Affidavit as to judgments, bankruptcies etc.	17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.
Deed transfer and recording taxes	18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.
Purchaser's lien	19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.
Seller's inability to convey limitation of liability	20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.
Condition of property	21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

~~(c) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ \_\_\_\_\_ for its preparation.~~

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing mortgages

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows: Mortgage now in the unpaid principal amount of \$ \_\_\_\_\_ and interest at the rate of \_\_\_\_\_ per cent per year, presently payable \_\_\_\_\_ in installments of \$ \_\_\_\_\_, which include principal, interest, and with any balance of principal being due and payable on \_\_\_\_\_

INITIALS:

R.F.L.  
J.F.L., Jr.  
J.R.P., Jr.  
R.D.Y., Jr.

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

Acceptable funds

3. All money payable under this contract unless otherwise specified, shall be either:  
a. Cash, but not over one thousand (\$1,000.00) Dollars,  
b. Good certified check of PURCHASER, 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, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.  
c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of THREE HUNDRED AND 00/100----- (\$ 300.00 ) dollars, or  
d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"Subject to" provisions

4. The PREMISES are to be transferred subject to:  
a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.  
b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.  
c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.  
d. Building and zoning ordinances and the regulations of the Town of New Windsor.  
e. Such state of facts as an accurate survey and personal inspection of said premises may disclose.  
f. Covenants, conditions, grants and restrictions of record, if any.

Title company approval

5. SELLER shall give and PURCHASER shall accept such title as \_\_\_\_\_ any \_\_\_\_\_ member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

(a) if there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

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INITIALS:

R.F.L.

*[Signature]* J.F.L., Jr.

*[Signature]* J.R.P., Jr.

*[Signature]* R.D.Y., Jr.

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

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a. Cash, but not over one thousand (\$1,000.00) Dollars,  
b. Good certified check of PURCHASER, 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, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.  
c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of THREE HUNDRED AND 00/100----- (\$ 300.00 ) dollars, or  
d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

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b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.  
c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.  
d. Building and zoning ordinances and the regulations of the Town of New Windsor.  
e. Such state of facts as an accurate survey and personal inspection of said premises may disclose.  
f. Covenants, conditions, grants and restrictions of record, if any.

Title company approval

5. SELLER shall give and PURCHASER shall accept such title as \_\_\_\_\_ any \_\_\_\_\_, ~~xxx~~ member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Closing defined and form of deed

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

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

Entire agreement

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

Changes must be in writing

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

Singular also means plural

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

See Rider attached to and made a part hereof.

In Presence Of:

RICHARD F. LEASE

JOHN J. LEASE, JR.

JAMES R. PETRO, JR.

RAYMOND B. YANNONE, JR.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 , before me personally came 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; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 , before me personally came

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

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.

Purchaser

Assignee of Purchaser

### Contract of Sale

PREMISES

Title No.

RICHARD F. LEASE AND JOHN J. LEASE, JR.

Section  
Block  
Lot  
County or Town

See Rider attached to and made a part hereof.

In Presence Of:

RICHARD F. LEASE

JOHN J. LEASE, JR.

JAMES R. PETRO, JR.

RAYMOND E. YANNONE, JR.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19, before me personally came to me known, who, being by me duly sworn, did depose and say that deponent resides at No. of deponent is of the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19, before me personally came

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

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.

Purchaser

Assignee of Purchaser

### Contract of Sale

### PREMISES

Title No.

RICHARD F. LEASE AND JOHN J. LEASE, JR.

Section  
Block  
Lot  
County or Town  
Street Numbered Address

Tax Billing Address

TO  
JAMES R. PETRO, JR. AND RAYMOND D. YANNONE, JR.

RECORD AND RETURN BY MAIL TO:

Zip No.

RIDER ATTACHED TO AND MADE A PART OF CONTRACT OF SALE DATED DECEMBER 5, 1985, BETWEEN RICHARD F. LEASE AND JOHN J. LEASE, JR., SELLER, AND JAMES R. PETRO, JR. AND RAYMOND D. YANNONE, JR., PURCHASER

25. Purchaser shall not assign any of his rights under this agreement without the prior written consent of Seller, and any purported assignment in violation of these provisions shall be null and void.

26. (a) Purchaser shall prosecute and bear the expense of a subdivision application necessary to subdivide the premises being conveyed. The Purchaser shall engage a surveyor, whose selection shall be subject to the reasonable approval of Seller, to survey the premises to be conveyed and to prepare the necessary maps and legal description, all of which shall include certification (including provision of five copies of all prints) to the Seller. The controlling dimension of the premises shall be its frontage on Route 9-W, which frontage shall be exactly as described in courses "3", "4" and "5" of Exhibit A hereto; otherwise, the premises shall be as described in Schedule A hereto.

(b) Seller shall cooperate with the prosecution of said subdivision application by the Purchaser.

(c) Included in Purchaser's said survey obligation shall be the provision of metes and bounds description, also certified to Seller, of the easements which are part of Schedule A.

27. If, despite Purchaser's best and diligent efforts, final subdivision approval has not been obtained and the subdivision map filed with the Orange County Clerk by February 15, 1986, in that event either party by written notice to the other may terminate this agreement, and thereupon all sums paid by Purchaser to Seller on account of this agreement shall be refunded to Purchaser, thereafter terminating all rights and obligations of the parties hereunder.

28. Purchaser agrees no later than January 15, 1986 to deliver to the attorney for Seller a written notice of any defects, encumbrances, encroachments or other objections to title not herein expressly consented to by the Purchaser and which in the opinion of the Purchaser's attorney render the Seller's title unmarketable.

29. If the Seller shall be unable to convey good and marketable title, subject to and in accordance with this agreement, or if all or a material part of the premises is destroyed without fault of Purchaser, or taken by eminent domain, the sole obligation of the Seller shall be to refund the Purchaser's down payment made hereunder and to reimburse the Purchaser for the cost of title examination and, upon the making of such refund and reimbursement, this agreement shall wholly cease and terminate, and neither party shall have any further claim against the other by reason of this agreement and the lien, if any, of the Purchaser against the premises shall wholly cease. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement.

INITIALS: \_\_\_\_\_ R.F.L.

J.J.L., Jr. J.R.P., Jr. R.D.Y., Jr.

SCHEDULE A

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, Orange County, New York, and being more particularly described as follows:

BEGINNING at the northwesterly corner of lands of Lease, also being in the line of lands now or formerly of the Town of New Windsor and at a corner of lands now or formerly of Arrow Carrier Corporation, and from said point of beginning, thence

(1) North 24° 30' 00" East along the line of lands now or formerly of Arrow Carrier Corporation for approximately 150 feet; and thence

(2) through the lands of Lease, South 67° 04' 06" East approximately 530 feet to a point on the northerly line of state highway Route 9W which is exactly 102.00 feet northeasterly along the northerly line of Route 9W from a corner of lands of Lease which corner is located in the northerly line of Route 9W; thence

(3) along the northerly line of Route 9W, South 41° 15' 00" West exactly 102.00 feet to the said corner of lands of Lease; thence

(4) still along the line of Route 9W North 74° 41' West 49.6 feet; thence

(5) still along the line of Route 9W South 41° 31' West 52 feet to the line of lands now or formerly of the Town of New Windsor; thence

(6) along said line of lands of the Town of New Windsor, North 67° 04' 06" West 430 feet, more or less, to the point and place of beginning.

BEING part of the lands described in that certain Deed dated August 18, 1965, made by Bruno & Oken to John J. Lease, Jr. and Richard F. Lease and recorded in the Orange County Clerk's Office on August 19, 1965 in Liber 1722 of Deeds at page 278, and SUBJECT to the conditions therein stated, insofar as the same may affect.

EXCEPTING all lands which lie within the bounds of the highway.

SUBJECT to that certain grant of easement dated July 21, 1982, made by John J. Lease, Jr. and Richard Lease to the Town of New Windsor, and recorded in the Orange County Clerk's Office on September 21, 1982 in Liber 2233 of Deeds at page 116.

SUBJECT to public utility grants of record, if any.

INITIALS: \_\_\_\_\_ R.F.L.

*J.F.L.*

J.F.L., Jr.

*J.R.P.*

J.R.P., Jr.

*R.D.Y.*

R.D.Y., Jr.

Schedule A (continued)

*RDYH  
J.R.P., Jr.*

EASEMENT I

TOGETHER with an easement and right of way in common with others heretofore or hereafter granted, over and upon a strip of land 25<sup>3/4</sup> feet in width, contiguous on the north to the northerly bounds (course numbered "2") of the premises first above described; on the EXPRESS CONDITION that such easement and right of way shall without any further action terminate unless the grantees herein have by March 1, 1987 completed the construction of a roadway improved to then-existing Town of New Windsor highway standards (excepting width) on said 25<sup>3/4</sup> foot strip of land extending at least 265 feet from the northerly line of Route 9W, including issuance of the requisite entrance permit from the New York State Department of Transportation, and complying with any conditions for such permit as required by the New York State Department of Transportation; and on the further condition the grantees shall share proportionately as there are users (initially two users, viz., the grantees and the grantors herein) in the cost of maintaining said easement, right of way and roadway; nevertheless, however, grantees shall pay the entire cost of maintaining said easement, right of way and roadway until grantors (or their heirs or assigns) regularly shall use the roadway and shall erect a residential or commercial building on lands retained by the grantors; and on the further conditions that the grantees shall and do indemnify and hold harmless the grantors and their heirs, successors and assigns from and on account of any loss, expense, claim or demand arising from the roadway and Route 9W entrance way construction and the use of the easement and right of way by grantees, their employees and invitees, and further, grantees shall at all times provide and maintain liability insurance reasonably covering such obligation of grantees.

*RDYH  
J.R.P., Jr.*

EASEMENT II

TOGETHER with an easement and right of way in common with others heretofore or hereafter granted, over and upon a strip of land 25 feet in width on lands of Lease contiguous to the easterly line of lands now or formerly of ARROW CARRIER CORP., which strip runs in a Northeast/Southwest direction between the premises first above described and Easement III described below; on the EXPRESS CONDITION that the grantees shall and do indemnify and hold harmless the grantors and their heirs, successors and assigns from and on account of any loss, expense, claim or demand arising from the use of the easement and right of way and any improvements hereafter erected on said easement and right of way by grantees, their employees and invitees, and further, grantees shall at all times provide and maintain liability insurance reasonably covering such obligation of grantees.

EASEMENT III

TOGETHER with an easement and right of way in common with others heretofore or hereafter granted, over and upon that certain 30 foot wide easement and right of way premises described in an agreement dated March 11, 1975 between John J. Lease, Jr. and Richard F. Lease, as grantors, and Arrow Carrier Corp., as grantee which was recorded in the Orange County Clerk's Office on March 12, 1975 in Liber 2002 of Deeds at page 533 on the EXPRESS CONDITION that the grantees herein (Petro and Yannone) shall comply with all conditions set forth in said agreement of March 11, 1975, including participation in maintenance, repair and insurance costs; and on the further EXPRESS CONDITION that the grantees shall and do indemnify and hold harmless the grantors and their heirs, successors and assigns from and on account of any loss, expense, claim or demand arising from the use of the easement and right of way and any improvements hereafter erected on said easement and right of way by grantees, their employees and invitees, and further, grantees shall at all times provide and maintain liability insurance reasonably covering such obligation of grantees.

INITIALS: \_\_\_\_\_ R.F.L.

*J.F.L., Jr.*

J.F.L., Jr.

*J.R.P., Jr.*

J.R.P., Jr.

*RDYH*

R.D.Y., Jr.

RIDER TO CONTRACT OF SALE BETWEEN

RICHARD F. LEASE AND JOHN J. LEASE, JR.  
AS SELLERS

AND

JAMES R. PETRO, JR. AND RAYMOND D. YANNONE, JR.  
AS PURCHASERS

Anything to the contrary herein notwithstanding, it is further specifically understood and agreed by and between the parties hereto as follows:

1. Purchasers may assign this contract of sale to a domestic corporation to be formed by them hereafter although they shall remain personally responsible for all of the terms and conditions set forth herein.
2. This contract is subject to purchasers obtaining within fifteen days of execution of this contract of sale by the sellers, written approval from the building inspector from the Town of New Windsor a 60 foot by 120 foot commercial building on the subject premises.
3. The purchasers hereby reserve the right to have the subject premises surveyed by a licensed surveyor at their sole expense within 45 days of the signing of this contract of sale by the sellers. In the event that said survey reveals any encroachments or that the amount of the property to be conveyed by the sellers herein is substantially less than as indicated in this contract, to consider this contract null and void and to secure a refund of all earnest monies paid hereunder.
4. Paragraph 4(f) of the annexed printed form of contract is hereby amended to provide that any other referred to covenants, conditions, grants and restrictions of records shall not preclude the construction and/or use of commercial buildings for commercial purposes on the subject premises.
5. Paragraph 28 of the annexed printed agreement is amended to reflect the date of February 10, 1986 for presentation of any objections to title by the attorney for the purchasers.

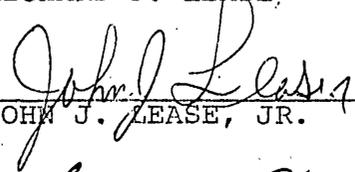
RAY  
J.P.P.  
OR THEIR  
HEIRS OR  
ASSIGNS

6. With respect to easement number I referred to on the annexed agreement, it is specifically understood that the purchasers shall be obligated to secure a New York State curb cut and construct a shale road bed on the right of way in question. Additionally, purchasers shall maintain the right of way at their sole expense until seller shall use the road way and/or erect a residential or commercial building on the lands retained by the sellers. With respect to the indemnification clause in the subject easement, it is specifically understood that the same shall terminate upon sellers or their assigns regularly using the premises or constructing any improvements upon the same.

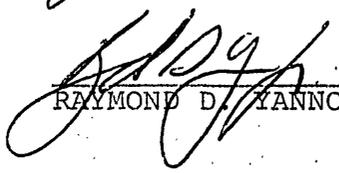
7. With respect to easement number II and III it is specifically understood and agreed that purchasers's obligation to maintain the roadways in question at their sole expense shall terminate (and the same shall be shared equally by the users thereafter) upon the sellers or their assigns using the roadway on a regular basis and/or residential buildings on the other parcels serviced by the right of way in question.

8. This contract is subject to purchasers securing written confirmation from the building inspector of the Town of New Windsor, within fifteen days of execution of this contract of sale by the sellers, for the use of the subject premises as a wholesale and/or retail sales business for boats and other marine equipment.

\_\_\_\_\_  
RICHARD F. LEASE

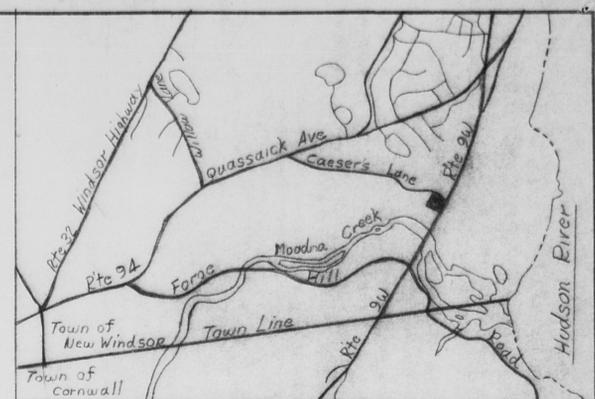
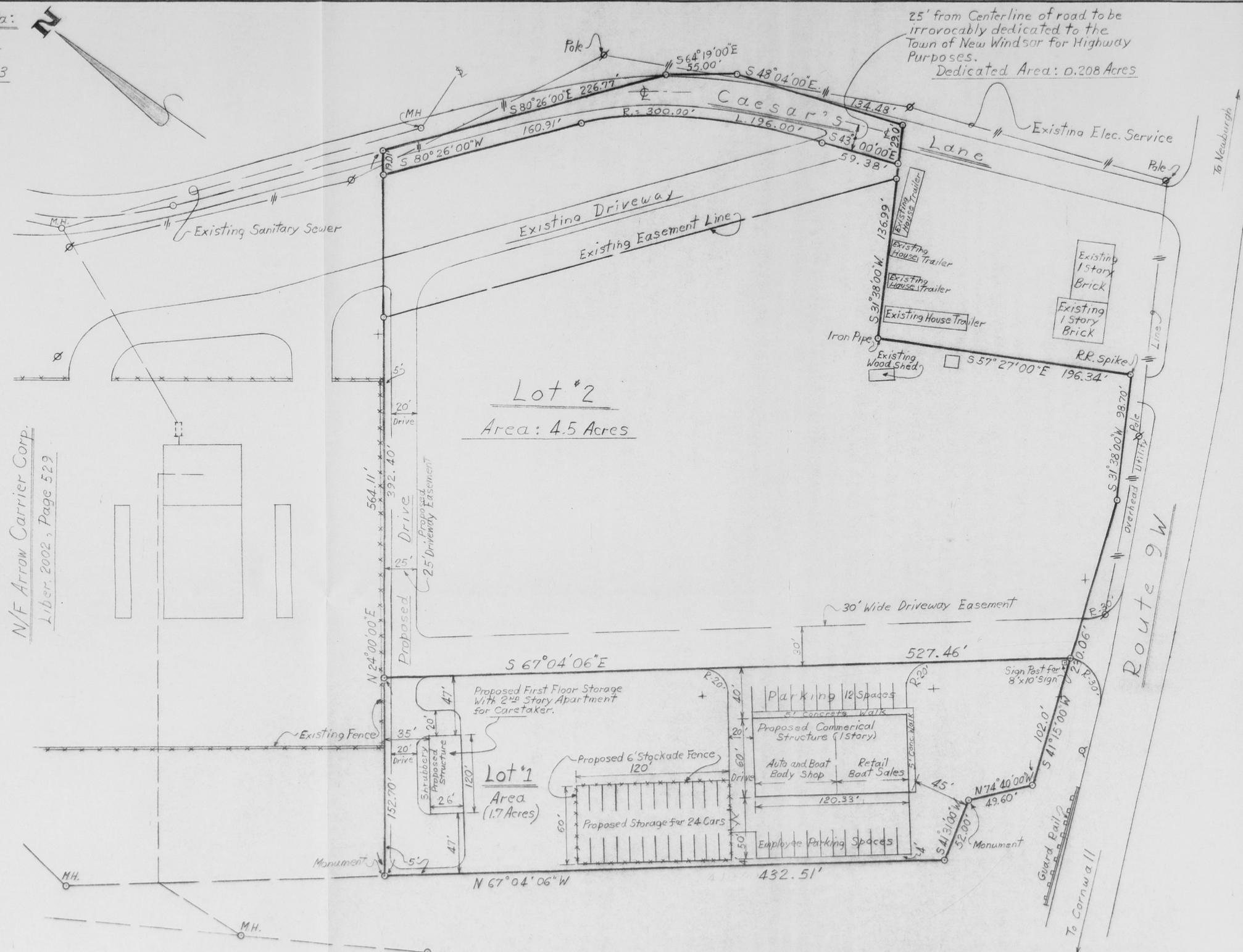
  
\_\_\_\_\_  
JOHN J. LEASE, JR.

  
\_\_\_\_\_  
JAMES R. PETRO, JR.

  
\_\_\_\_\_  
RAYMOND D. YANNONE, JR.

**Tax Map Data:**

Section: 37  
Block: 1  
Lot: 35.3



**Location Map**

Scale: 1" = 2,000 ft

**Zoning District N/C**

**Minimum Required**

- Lot Area: 10,000 Sq Ft.
- Lot Width: 100'
- Front Yard: 40'
- Side Yard: 15/35'
- Rear Yard: 15'
- Floor Area Ratio: 1
- Max. Bldg Hgt.: 2 Stories or 35'

**Deed Reference:**

Liber. 1722, Page 278

**Note: Property Lines Plotted from Deeds of Record**

**Record Owners:**

John J. Lease Jr.  
63 Grand Ave.  
Baltimore, Newburgh, N.Y. 12550  
Richard F. Lease  
Williamsburg Court  
Newburgh, N.Y. 12550

**Subdivider: Developer:**

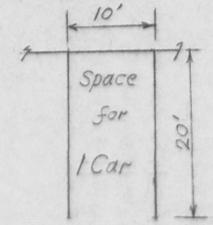
Windsor Enterprises Inc.  
P.O. Box 928  
Vails Gate, New York 12584  
Raymond Yannone Pres.

N/F Arrow Carrier Corp.  
Liber. 2002, Page 529

To: Windsor Enterprises Inc.  
John J. Lease, Richard F. Lease  
and The Town of New Windsor  
certified to be correct and  
accurate.

Date: Jan 14, 1986

N/F Town of New Windsor  
Liber. 2022, Page 921



**Parking Space Detail**  
Scale: 1" = 10'

**Parking Requirements**

- ① Retail Sales: Auto  
1 Space per 1,000 S.F.  
3,390 S.F.: Req 4 Spaces
- ② Repair Garages  
4 Spaces per repair bay  
5 Bays: Req 20 Spaces  
Total Spaces Req. 24  
Spaces Provided 48

Authorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2 of the N.Y. State Education Law.

City copies from the original of this survey made with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies.

Certifications indicated herein signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Such certifications shall run only to the person for whom the survey is prepared, and in his behalf to the title company, governmental agency and lending institution listed herein, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent users.

Underground improvements or encroachments, if any, are not shown hereon.

**Patrick T. Kennedy L.S.**  
647 Little Britain Rd + New Windsor, New York 12550

SCALE: 1" = 40' APPROVED BY: [Signature] DRAWN BY: [Signature]  
DATE: 12-17-85 REVISED: 3-19-86

Survey - Site Plan, for  
**Windsor Enterprises Inc.**  
Town of New Windsor  
Orange County, New York

DRAWING NUMBER  
**85-444**

Lic No. 49219