

ZB# 01-45

Veronica Harris

50-2-1

Prelim.
Sept. 10, 2001.

Public Hearing:

November 26, 2001.

Granted

Refund \$189.50

01-45 Harris, Veronica
area

50-2-1

Dave
Donovan, Esq.

N/E ESTATE OF JANET B. WIGANT
(REPUTED OWNER)

N 50°-54' W 50.0'

RD. BNDY.

0.3'

GARAGE

N/E ESTATE M. M. HUBBARD
(REPUTED OWNER)

100.0'

COMMON DRIVE

S 39°-15' W

1 STORY FRAME HOUSE

100.0'

N 39°-15' E

7 1/2'

PORCH

23 1/2'

S 50°-54' E 50.0'

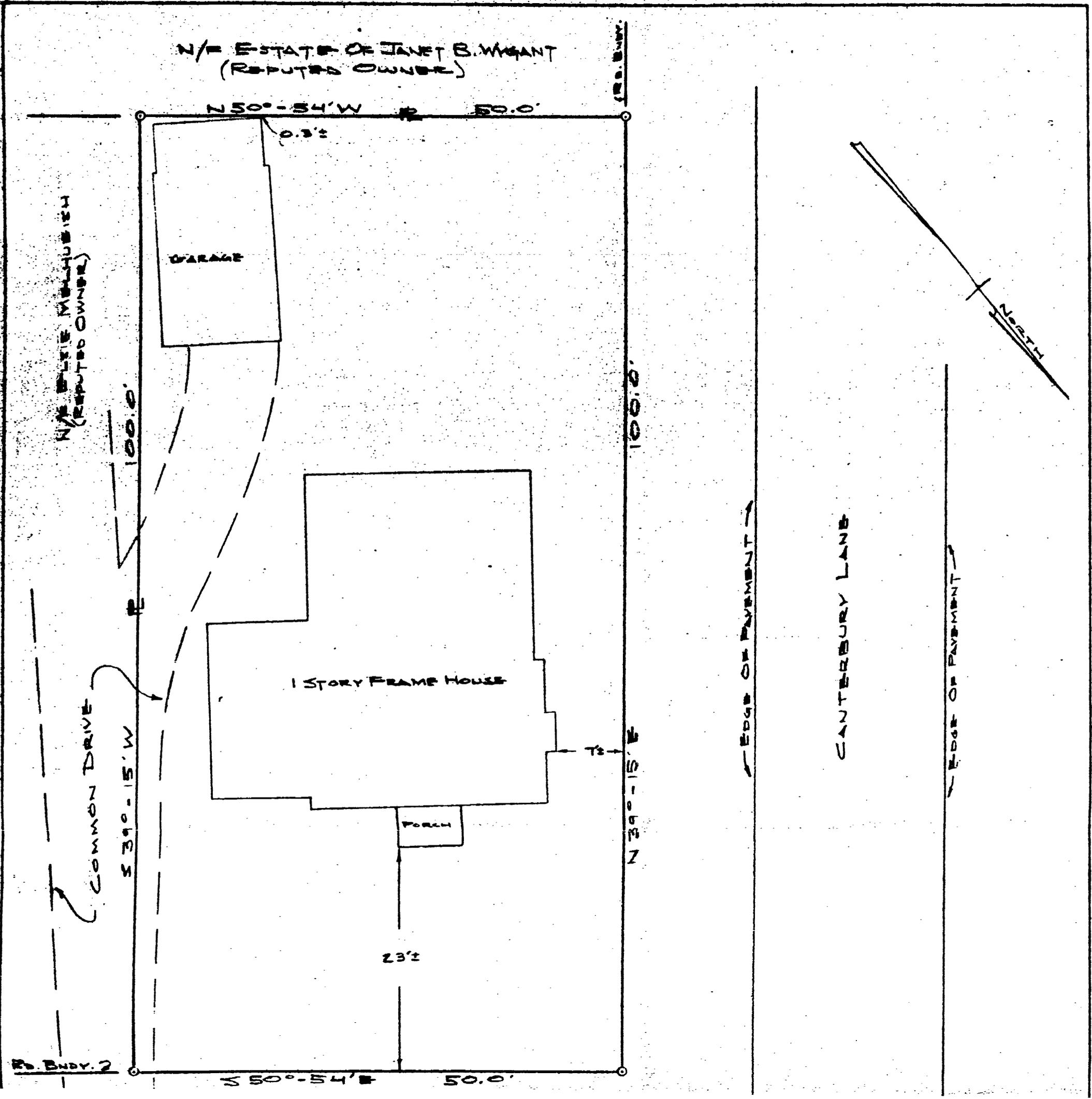
RD. BNDY. 2

EDGE OF PAVEMENT

CANTERBURY LANE

EDGE OF PAVEMENT

NORTH



EDGE OF PAVEMENT

FORGE HILL ROAD
(ORANGE CO. HWY. NO. 74)

SUBJECT PARCEL TAX MAP INFORMATION:
TOWN OF NEW WINDSOR
SECTION #50 BLOCK #2 LOT #1

SUBJECT PARCEL DEED:
LIBER 1094 PAGE 612

TO ROUTE 9W

TO ROUTE 94

I HEREBY CERTIFY TO THE PARTIES LISTED
BELOW THAT MAP SHOWN IS FROM A SURVEY
PREPARED BY ME AND THAT ALL INFORMATION
SHOWN HEREON IS TRUE AND CORRECT AS
STATED.

VINCENT & VERONICA FARINA
NEWBURGH SAVINGS BANK
HARDENBURGH ABSTRACT CO.
FILE NO. RD. 83-7473



CERTIFICATION SURVEY

ESTATE OF
JANET B. WYGANT

FORGE HILL ROAD TOWN OF NEW WINDSOR
ORANGE CO. NEW YORK

PREPARED UNDER:

VINCENT J. DOCE

P.L.S. 044604

DARAN PARK
BY: H.F. RAAB
DATE: 9-17-79

NEWBURGH, N.Y.
DRAWN BY: H.F.
SCALE: 1" = 10'

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Harris, Veronica

FILE# 01-45

RESIDENTIAL: \$50.00 COMMERCIAL: \$150.00
INTERPRETATION: \$150.00

AREA X USE

APPLICATION FOR VARIANCE FEE \$ 50.00
* * *
ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

*Paid ck. #5654
10/17/01
Paid ck. 5655*

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 9/10/01 4 \$ 18.00
2ND PRELIMINARY- PER PAGE \$
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE 11/24/01 5 \$ 22.50
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 40.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 9/10/01 \$ 35.00
2ND PRELIM. \$
3RD PRELIM. \$
PUBLIC HEARING. 11/24/01 \$ 35.00
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 110.50

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 189.50

DICKOVER, DONNELLY,
DONOVAN & BIAGI, LLP
(845) 294-9447
28 BRUEN PLACE, P.O. BOX 610
GOSHEN, NY 10924

KEYBANK NATIONAL ASSOCIATION
GOSHEN, NY 10924
50-883/219

5654

Memo:

DATE

AMOUNT

Oct 17, 2001

*****\$50.00

PAY Fifty and 0/100 Dollars

TO THE ORDER OF: Town of New Windsor

ATTORNEY OFFICE ACCOUNT



AUTHORIZED SIGNATURE

ZBA #01-45.

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈005654⑈ ⑆021906934⑆ 323110012909⑈

**DICKOVER, DONNELLY,
DONOVAN & BIAGI, LLP**
(845) 294-9447
28 BRUEN PLACE, P.O. BOX 610
GOSHEN, NY 10924

KEYBANK NATIONAL ASSOCIATION
GOSHEN, NY 10924
50-693/219

5655

Memo:

DATE

AMOUNT

Oct 17, 2001

*****\$300.00

PAY Three Hundred and 0/100 Dollars

TO THE ORDER OF: Town of New Windsor

ATTORNEY OFFICE ACCOUNT

26A #01-45



AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

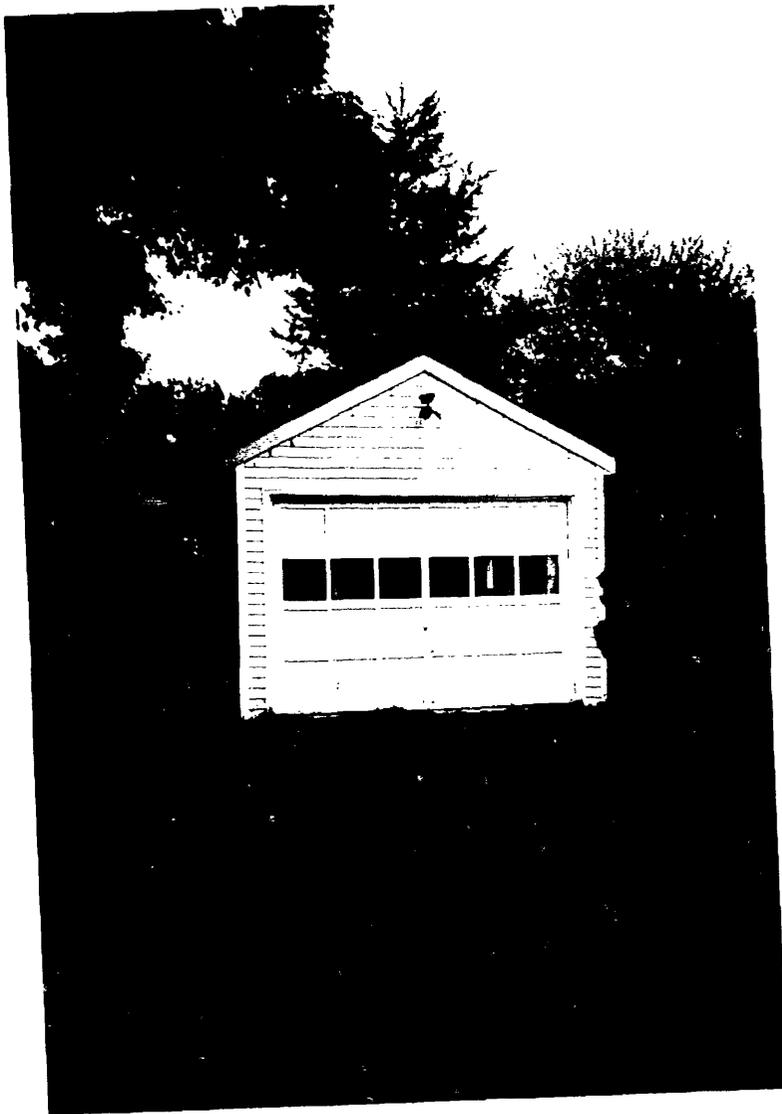
⑈005655⑈ ⑆021906934⑆ 323110012909⑈



8' X 11' REAR ROOM UNDER CONSTRUCTION



8' X 11' REAR ROOM COMPLETE



GARAGE



DECK ADJOINING REAR ROOM

Date 12/3/01

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
1/16/01	Zoning Board Mtg	75 00	
	Misc - 2 Manera - 2		
	Leonetti - 1 53 pgs	238 50	
	Applied Building - 1		
	Muccifone - 2	313 50	
	Mlythe - 1		
	WGB Associates - 2		
	Conkiliu - 4		
	Baker - 3		
	Harris - 5		
	Misheel Realty - 13		
	Lucas - 6		
	Sheehan - 3		

HARRIS, VERONICA

David Donovan, Esq. appeared before the board for this proposal.

MR. TORLEY: Request for 9 ft. side yard and 9 ft. 9 in. rear yard for existing garage and 7 ft. rear yard variance for existing rear addition at 11 Forge Hill Road in an R-3 zone.

MR. DONOVAN: Good evening, Mr. Chairman, members of the board, my name is Dave Donovan, I'm an attorney from Goshen representing Ronnie Harris. I do have, actually, if I can hand out copies of the letters from some neighbors who are in support of the application.

MS. CORSETTI: On the same note, we have sent out on October 21, 36 letters to adjacent property owners.

MR. TORLEY: Before we go on, is there anyone in the audience who wishes to speak on this matter? There being none, so note, please.

MR. KANE: She just wanted to drop, this is another letter from a person but she doesn't want to speak.

MR. TORLEY: Before we continue, let me note that we have received several letters in this matter, one from Miss Edna Mullen, a Catherine Linninger, these are all copies of one letter.

MR. DONOVAN: I made copies for the members of the board.

MR. TORLEY: And a Fred Wyant or Weygant.

MR. DONOVAN: Weygant. If I may, just so the record is clear, those letters were in support of the application.

MR. TORLEY: Yes.

MR. DONOVAN: The situation we have here is about I guess 1984, 1985, there was an 8 x 11 foot addition added to the rear of the house and then a deck which

was actually existing on the side of the house was brought out so both of those are now 33 feet from the rear yard as opposed to the 40 feet that's required. It was also a garage partly in existence for some time, it was torn down and replaced and a new garage put on the same location and that garage is about, we're only one foot from the side yard, three inches from the rear yard. But my understanding was this that garage was built probably maybe 50 years ago, but just to be on the safe side, I included an application for a variance for the garage as well, even though it may be pre-existing, non-conforming.

MR. KANE: They used the same footings?

MR. DONOVAN: Same footprint, yeah.

MR. KANE: Any complaints formally on informally about either the deck or the garage?

MR. DONOVAN: No, sir.

MR. TORLEY: Let the record show by the mapping it shows a corner lot. Mike, does that give us any problem with the garage, that yard then becomes a side yard rather than a rear yard?

MR. BABCOCK: It's in the opposite corner, if you look, the roads are on the--

MR. KANE: Opposite from the road.

MR. BABCOCK: It's opposite of the road.

MR. TORLEY: My map shows opposite corner from the road but still they've got a corner lot, so we've got, how are we going to define which one, we have two front yards then.

MR. BABCOCK: Yes.

MR. TORLEY: So the garage can be considered to be in a side yard rather than rear yard?

MR. BABCOCK: That's correct.

MR. TORLEY: Which one will require the greater variance, so just so we can make sure we're covered if it was considered a side yard it would be?

MR. BABCOCK: It doesn't matter, it's ten foot of a property line so side or rear, it's still ten foot. It's the same requirements.

MR. TORLEY: The garage doesn't cover any water, sewer or other easements?

MR. DONOVAN: No, sir. Actually, right next to, the neighbor has one about a foot away from the property line as well, so it's pretty much in keeping with the character of the neighborhood. You can tell by some of the pictures.

MR. KRIEGER: It's not built over the top of any well or septic system?

MR. DONOVAN: No.

MR. KANE: Re-creation of water hazards or runoffs whatsoever?

MR. DONOVAN: No.

MR. TORLEY: Gentlemen, we have copies of the letters that the attorney's provided, did you want to look at them? There's two letters and multi copies.

MR. KRIEGER: Even though this house is located on the corner of two intersecting roadways, it appears visually to have a front and side yard but it appears to be facing Forge Hill Road.

MR. DONOVAN: Correct.

MR. TORLEY: There have been no complaints formally or informally about the garage or rear deck?

MR. DONOVAN: No, sorry, rear addition.

MR. KRIEGER: How does this lot compare in size to the

other lots in the neighborhood, is it approximately the same, great deal smaller?

MR. DONOVAN: You know, my understanding not being intimately familiar with the neighborhood that it's relatively in keeping with the balance of the neighborhood in terms of the lot size.

MR. KRIEGER: Mr. Babcock, do you have a problem with that?

MR. BABCOCK: No, it's 50 x 100 and there's some larger lots that are 60 by 100 but they're all within 60 and 50 foot wide.

MR. TORLEY: We have no developmental coverage problem, I want to make sure you're completely clear. It doesn't look like it.

MR. BABCOCK: No, there's nothing here.

MR. TORLEY: Nothing in the record that indicates that?

MR. BABCOCK: No.

MR. REIS: Accept a motion?

MR. KRIEGER: Yes.

MR. TORLEY: Yes.

MR. REIS: I make a motion that we accept and pass Veronica Harris' application for her requested variances.

MR. KANE: Second the motion.

ROLL CALL

MR. KANE	AYE
MR. REIS	AYE
MR. RIVERA	AYE
MR. MCDONALD	AYE
MR. TORLEY	AYE

MR. DONOVAN: If I can ask one additional question, we're under contract to sell so I need something for writing for the bank.

MR. KANE: See the building inspector tomorrow.

MR. BABCOCK: Not tomorrow, we'll process it and we'll be calling you.

MR. DONOVAN: Have any idea? I just need to let somebody who's real anxious to move in know.

MR. BABCOCK: I couldn't tell you.

MS. CORSETTI: We're definitely not going to hold you up.

MR. BABCOCK: I'll put a note to process as soon as possible.

MR. DONOVAN: Thank you.

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

Prelim:
Sept. 10, 2001
#

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 8/15/01

APPLICANT: Veronica Harris
97802 Overseas Highway
Key Largo, FL 33037

② of ②

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Existing 8x11 rear room *4 deck*

LOCATED AT: 11 Forge Hill Road

ZONE: R-3 Sec/Blk/ Lot: 50-2-1

DESCRIPTION OF EXISTING SITE:

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing 8x11 rear room does not meet minimum rear yard set-back.

Franklin
BUILDING INSPECTOR

PERMITTED 40ft

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-3 USE: 8-G

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

33ft

7ft

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

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

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.

RECEIVED

AUG 13 2001

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:
Building Permit #: 2001-824

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 VERONICA HARRIS

Address 11 FORGE HILL RD, NEW WINDSOR, NY Phone # (845) 562-4200 (*)

Mailing Address 91802 Overseas Highway Key Largo FL 33037 Fax # (305) 852-4629

Name of Architect _____ office

Address _____ Phone 305-852-7200

Name of Contractor Ronald Harris

Address _____ Phone _____

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

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

Sue Knieser or Carol Varone - call when ready - contacts (Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____

(N,S,E or W)

and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

X 3. Tax Map Description: Section 50 Block 2 Lot 1

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

a. Existing use and occupancy A-1 b. Intended use and occupancy A-1

5. Nature of work (check if applicable) New Bldg. Addition Alteration Repair Removal Demolition ~~Other~~

6. Is this a corner lot? EXISTING 8'x11' REAR ROOM

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

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

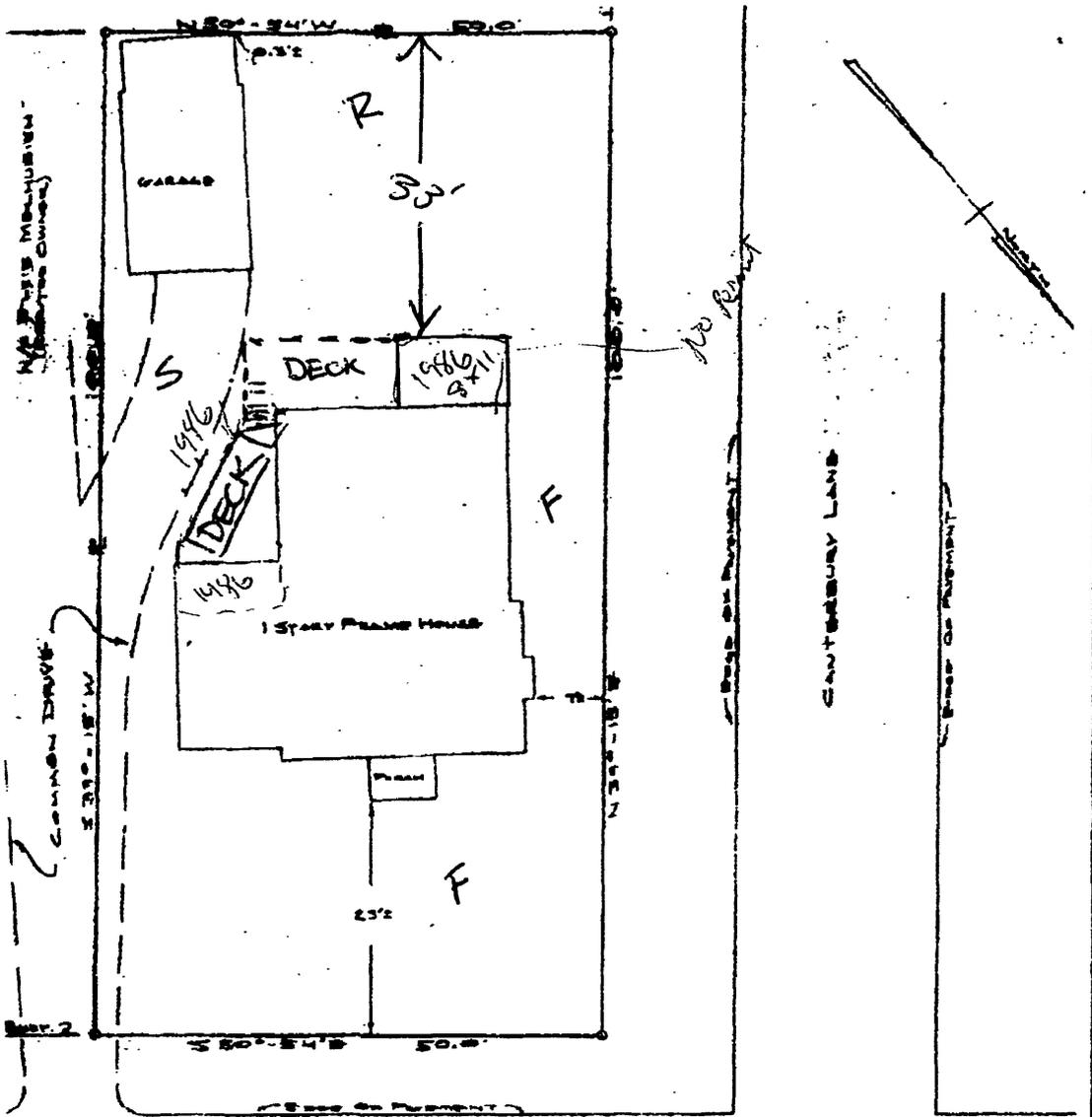
Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

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

10. Estimated cost _____ Fee \$50.00

PAID \$50 -
CN # 414



Forge Hill Road
(Orange Co. Hwy. No. 74)

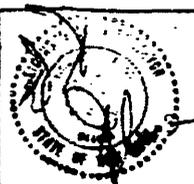
SUBJECT TO THE MAT. RECORD IN
TOWN OF NEW WINDSOR
SECTION 50 BLOCK 2 LOT 1
SUBJECT PARCEL DEED
LIBR. 1074 PL 48 612

2 Route 24

2 Route 24

HEREBY CERTIFY TO THE PARTIES LISTED
ON THAT MAP SHOWN & FROM A SURVEY
MADE BY ME AND THAT ALL INFORMATION
THEREON IS TRUE AND CORRECT AS
PER...

AGENT: VERONICA PERINA
NEWBURN SAVING BANK
GREENBURGH BRANCH CO
FILE NO. RD. 23-7472



CERTIFICATION SURVEY

ESTATE OF
JANET B. WYGANT

FORGE HILL ROAD TOWN OF NEW WINDSOR
ORANGE CO. NEW YORK

PREPARED UNDER
VINCENT J. DUCE

NEWBURN SAVING BANK
DATE: 5-17-73

NEWBURN SAVING BANK
DRAWN BY: J. R.
SCALE: 1"=10'



Town of New Windsor

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

Assessors Office

October 15, 2001

36

Michael H. Donnelly
P.O. Box 610
Goshen, NY 10924

Re: 50-2-1 Veronica Harris Farina

Dear Mr. Donnelly,

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

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

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

Sincerely,

Leslie Cook
Sole Assessor

LC/bw
Attachments

CC: Pat Corsetti, ZBA

37-1-13.12
Barbara & Robert Farkas
16 Laurel Ave
Cornwall, NY 12518 X

50-1-19
Federal National Mortgage Association
1900 Market Street, Suite 100
Philadelphia, PA 10103 X

50-2-6
Anne Farrickner- Kane &
Christopher Kane X
33 Canterbury Lane
New Windsor, NY 12553

37-1-37
Joseph O'Rourke
C/o Richard Clarino, Esq
5 Mace Circle
Newburgh, NY 12550 X

50-1-21
Frances Lewis
4 Cantenbury Lane
New Windsor, NY 12553 X

50-2-7
Shannon & Mark Kintz
31 Canterbury Lane
New Windsor, NY 12553 X

37-1-38
Margaret & Edward Herbison
8 Forge Hill Rd
New Windsor, NY 12553 X

50-1-22
Leona & Hugh Gavin
8 Canterbury Lane
New Windsor, NY 12553 X

50-2-8
Katherine & David Ringel
29 Canterbury Lane
New Windsor, NY 12553 X

37-1-39
Beverly & Jess Williams
15 Commonwealth Ave
Newburgh, NY 12550 X

50-1-24
Margaret Napolitano
10 Canterbury Lane
New Windsor, NY 12553 X

50-2-9
Pamela Laffin &
David Jones
27 Canterbury Lane
New Windsor, NY 12553 X

50-1-11
Frances Laddick
45 Forge Hill Rd
New Windsor, NY 12553 X

50-1-25
Julia & William Ondriska
12 Canterbury Lane
New Windsor, NY 12553 X

50-2-10
Sally & Stanley Clark
25 Canterbury Lane
New Windsor, NY 12553 X

50-1-13.1; 50-1-13.22; 50-1-16
Mary & Joseph Bradley
4 Staples Lane
New Windsor, NY 12553 X

50-1-27
Marion & Charles Demicco
16 Canterbury Lane
New Windsor, NY 12553 X

50-2-12.2
Andrew Ryan
216 Bailey Rd
Montgomery, NY 12549 X

50-1-14
Sue Ann Gould
15 Staples Lane
New Windsor, NY 12553 X

50-1-28.1
Renee & Brenden Feenaghty
18 Canterbury Lane
New Windsor, NY 12553 X

50-2-13
Eileen & John Bates
17 Canterbury Lane
New Windsor, NY 12553 X

50-1-15.1; 50-1-30
Carmela & John Staples
6 Staples Lane
New Windsor, NY 12553 X

50-2-2
Rebecca & Francis Orlando III
5 Forge Hill Rd
New Windsor, NY 12553 X

50-2-14
Linda Rieb &
William Kane
13 Canterbury Lane
New Windsor, NY 12553 X

50-1-17
Diane & Anthony Santoro
1 Staples Lane
New Windsor, NY 12553 X

50-2-3
Catherine & Paul Leininger
9 Forge Hill Rd
New Windsor, NY 12553 X

50-2-15
Hazel & Walter Casey
11 Canterbury Lane
New Windsor, NY 12553 X

50-1-18; 50-1-20
Mary A Wagner
15 Forge Hill Rd
New Windsor, NY 12553 X

50-2-4; 50-2-20
Kathryn & Fred Wygant
7 Forge Hill Rd
New Windsor, NY 12553 X

50-2-16
Catherine & Theodore Vallau
9 Canterbury Lane
New Windsor, NY 12553 X

50-2-11
Alina Melendez
23 Canterbury Lane
New Windsor, NY 12553

X

50-2-17
Kathleen M Corke &
Louis Pignetti
7 Canterbury Lane Rd 4
New Windsor, NY 12553

X

50-2-18
Maria & Victor Calchi
5 Canterbury Lane
New Windsor, NY 12553

X

50-2-19
Edna & Thomas Mullen
3 Canterbury Lane
New Windsor, NY 12553

X

50-3-1
Terri & Michael Mastrorocco
3 Forge Hill Rd
New Windsor, NY 12553

X

50-3-2
Jennifer & Charles Sadera
69 Edgewood Drive
Central Valley, NY 10917

X

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#995-2001**

10/17/2001

Dickover, Donnelly, Etal

**Received \$ 50.00 for Zoning Board Fees on 10/17/2001. Thank you for stopping by
the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**

Pls. publish ASAP. Send bill to: David O. Donovan, Esq.
P.O. Box 610
Goshen, NY 10924.

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. 45

Request of Veronica Harris Farina

for a VARIANCE of the Zoning Local Law to Permit:

An existing 8' x 11' rear room, an existing deck and an existing garage,

which encroach into permitted yards, to remain in their present locations.

being a VARIANCE of Section 48-12- Table of Use/Bulk Regs. - Cols. F, G.

for property situated as follows:

11 Forge Hill Road, New Windsor, New York

known and designated as tax map Section 50, Blk. 2 Lot 1

PUBLIC HEARING will take place on the 26th day of November, 2001 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

Lawrence Torley
Chairman

By: Patricia A. Corsetti, Secy.

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

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

Veronica Harris

01-45

AFFIDAVIT OF
SERVICE
BY MAIL

STATE OF NEW YORK)

) SS.:
COUNTY OF ORANGE)

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

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

That on the 23 day of October, 2001, I compared the 36
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 caused the envelopes to be deposited in a U.S. Depository within the Town
of New Windsor.

Patricia A. Corsetti

Notary Public

Sworn to before me this

____ day of _____, 20____.

Notary Public

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

01-45

Date: 10/12/01.

I. ✓ Applicant Information:

- (a) Veronica Harris Farina, 97802 Overseas Highway, Key Largo, FL
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) David A. Donovan, P.O. Box 610, 28 Bruen Place, Goshen, New York 10924
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance
- Area Variance
- Sign Variance
- Interpretation

III. ✓ Property Information:

- (a) 11 Forge Hill Road 50-2-1 50 x 100 +
(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? 1979
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance. N/A/

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

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

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

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

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 _____, Table of _____ Regs., Col. _____.

See Attached * Requirements	Proposed or Available	Variance Request
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____ <i>NA</i> _____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____ 10 feet _____	_____ 1 foot _____	_____ 9 feet _____
Reqd. Rear Yd. _____ 10 feet _____	_____ 3 inches _____	_____ 9 feet 9 inches _____
Reqd. Street Frontage* _____ 40 feet _____	_____ 33 feet _____	_____ 7 feet _____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area [^] _____	_____	_____
Dev. Coverage* _____ % _____	_____ % _____	_____ % _____
Floor Area Ratio ^{^^} _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only
** No-residential districts only

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

*Three area variances are requested as a result of improvements which were made to the subject dwelling either without a building permit, or with a building permit which was thereafter not timely closed out.

The first variance relates to the construction of an existing 8' x 11' rear room. The minimum permitted rear yard is 40' in the R-3 zone. The distance from the rear lot line to the rear room is 33' and a variance of 7' is therefore requested.

The second variance relates to the construction of a deck which adjoins the rear room. Again, the minimum permitted rear yard is 40' feet. The deck is 33' feet from the rear lot line and a variance of 7' is therefore requested.

The third variance relates to a garage. It is believed that the garage was constructed prior to the adoption of zoning in the Town of New Windsor. At one time, it was demolished and rebuilt on the existing footprint. Nevertheless, to be on the safe side, a variance is also requested for this garage. The minimum permitted distance from the rear and side yard is 10'. The garage is 1' from the side yard and 3" from the rear yard. Accordingly, a variance of 9' is requested relative to the side yard and a variance of 9' 9" is requested relative to the rear yard.

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:

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

VI. Sign Variance: *N/A*

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

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

(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. Interpretation. *N/A*

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

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

✓ VIII. Additional comments:

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

DURABLE GENERAL POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

*THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE
SHOULD YOU BECOME DISABLED OR INCOMPETENT*

Caution: This is an important document. It gives the person whom you designate (your "Agent") broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you. These powers will continue to exist even after you become disabled or incompetent. These powers are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permit the use of any other or different form of power of attorney.

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy to do this.

If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

THIS is intended to constitute a DURABLE GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

 , VERONICA HARRIS, residing at 97802 Overseas Highway, Key Largo, Florida 33037
(insert your name and address) do hereby appoint:

DAVID A. DONOVAN, ESQ., with offices at 28 Bruen Place, Goshen, New York 10924

(If 1 person is to be appointed agent, insert the name and address of your agent above)

(If 2 or more persons are to be appointed agents by you insert their names and addresses above)

my attorney(s)-in-fact TO ACT

(If more than one agent is designated, CHOOSE ONE of the following two choices by putting your initials in ONE of the blank spaces to the left of your choice:)

Each agent may SEPARATELY act.

All agents must act TOGETHER.

(If neither blank space is initialed, the agents will be required to act TOGETHER)

IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

(DIRECTIONS: Initial in the blank space to the left of your choice any one or more of the following lettered subdivisions as to which you WANT to give your agent authority. If the blank space to the left of any particular lettered subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Alternatively, the letter corresponding to each power you wish to grant may be written or typed on the blank line in subdivision "(Q)", and you may then put your initials in the blank space to the left of subdivision "(Q)" in order to grant each of the powers so indicated.)

- | | |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> (A) real estate transactions; | <input type="checkbox"/> (M) making gifts to my spouse, children and more remote descendants, and parents, not to exceed in the aggregate \$10,000 to each of such persons in any year; |
| <input type="checkbox"/> (B) chattel and goods transactions; | <input type="checkbox"/> (N) tax matters; |
| <input type="checkbox"/> (C) bond, share and commodity transactions; | <input type="checkbox"/> (O) all other matters; |
| <input type="checkbox"/> (D) banking transactions; | <input type="checkbox"/> (P) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select; |
| <input type="checkbox"/> (E) business operating transactions; | <input type="checkbox"/> (Q) each of the above matters identified by the following letters: |
| <input type="checkbox"/> (F) insurance transactions; | |
| <input type="checkbox"/> (G) estate transactions; | |
| <input type="checkbox"/> (H) claims and litigation; | |
| <input type="checkbox"/> (I) personal relationships and affairs; | |
| <input type="checkbox"/> (J) benefits from military service; | |
| <input type="checkbox"/> (K) records, reports and statements; | |
| <input type="checkbox"/> (L) retirement benefit transactions; | |

(Special provisions and limitations may be included in the statutory short form durable power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)

This Durable Power of Attorney shall not be affected by my subsequent disability or incompetence.
If every agent named above is unable or unwilling to serve, I appoint *(insert name and address of successor)*

to be my agent for all purposes hereunder.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Durable General Power of Attorney may be revoked by me at any time.

In Witness Whereof, I have hereunto signed my name this _____ day of September, 2001

(YOU SIGN HERE:) → *Veronica Harris*
(Signature of Principal)
VERONICA HARRIS

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of New York
County of _____

ss.: State of *Florida*
County of *Manatee*

ss.:

On _____ before me, the undersigned,
personally appeared _____

On *September 20, 2001* before me, the undersigned,
personally appeared VERONICA HARRIS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledged)



Laura Laskos-Cannoll
(signature and office of individual taking acknowledgment)

AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE (Sign before a notary public)

STATE OF _____ COUNTY OF _____ ss.:

being duly sworn, deposes and says:

1. The Principal appointed me as the Principal's true and lawful ATTORNEY(S)-IN-FACT in the within Power of Attorney.
2. I have no actual knowledge or actual notice of revocation or termination of the Power of Attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent that the Principal is alive, has not revoked or repudiated the Power of Attorney and the Power of Attorney still is in full force and effect.
3. I make this affidavit for the purpose of inducing to accept delivery of the following Instrument(s), as executed by me in my capacity as the ATTORNEY(S)-IN-FACT, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor:

Sworn to before me on _____

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Contract of Sale

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."

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.

Date: CONTRACT OF SALE made as of July 30, 2001

Parties: BETWEEN VERONICA HARRIS, formerly known as Veronica Farina
Address: 97802 Overseas Highway, Key Largo, FL 33037

hereinafter called "SELLER", who agrees to sell, and
SUSAN A. DUDMAN,
Address: 1446 Salt Point Turnpike, Pleasant Valley, NY 12569

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 the personal property, if any, set forth on "Schedule B" and also known as:

Street Address: 11 Forge Hill Road, New Windsor, NY 12553
Tax Map Designation: 50-2-1

1. **Purchase Price:** The purchase price is \$128,000.00
Payable as follows:
On the signing of this Contract, by check subject to collection: \$ 3,840.00

BALANCE AT CLOSING: \$124,160.00

2. **Escrow of Downpayment:** The downpayment herein shall be held in escrow by SELLER'S attorney (the "escrow agent") in an IOLA account at HSBC or Provident Savings, Suffern, NY, until CLOSING, or until this Contract is otherwise rendered null and void pursuant to its terms; and thereafter shall be disbursed to SELLER or PURCHASER, as the case may be. In the event of a dispute as to whom is entitled to such sum, the Escrow Agent may (i) continue to retain such sum in escrow or; (ii) in the event no litigation is instituted within ~~twenty~~ ^{THIRTY} (30) days of delivery of a notice of default, transmit same to SELLER; or (iii) deposit such sum in the Court of pending litigation.; and, in any event, the Escrow Agent shall be only liable for his own gross negligence in the discharge of his duties as Escrow Agent.

The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract or involving gross negligence. SELLER and PURCHASER shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Contract or involving gross negligence on the part of the Escrow Agent. The Escrow Agent shall have no duty to invest any of the funds deposited with it hereunder and shall not be responsible for

any action or failure to act, unless said action or failure demonstrates bad faith.

In the event that the downpayment check given by PURCHASER pursuant to the terms and conditions of this Contract is returned for "Insufficient Funds" or not honored by any bank for any reason whatsoever, PURCHASER shall be deemed to be in default of this Contract and PURCHASER shall be responsible to pay to SELLER as and for liquidated damages, a sum equal to the amount of said downpayment, unless PURCHASER delivers a bank or certified check for said amount to SELLER'S attorney within three (3) days of said dishonor, plus the cost of bank charges incurred as a result of the check being dishonored.

3. **Defaults by Purchaser:** In the event PURCHASER fails to make any payments due under this Contract, fails or refuses to sign any documents required to close title, refuses to pay any costs required by this Contract or fails to keep any promises made by PURCHASER pursuant to this Contract, SELLER shall provide written notice of PURCHASER'S failure (also known as a default). If PURCHASER fails to correct said default within fifteen (15) days after receipt of notice from SELLER, SELLER may terminate this Contract, and retain the downpayment made hereunder. The amount retained by SELLER shall be considered "liquidated damages" based upon an understanding between the parties hereto that SELLER will have suffered damages due to the withdrawal of the PREMISES from sale to the general public. The damages suffered by SELLER as a result will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount retained by SELLER is not a penalty, but rather a mutually beneficial estimate of damages suffered by SELLER.

4. **Defaults by Seller:** If SELLER wilfully defaults hereunder, PURCHASER shall have such remedies as PURCHASER is entitled to at law or in equity, including, but not limited to, specific performance.

5. **Acceptable Funds:** All money payable under this Contract, unless otherwise specified, shall be either:

- (a) Cash, or personal check, 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;
- (c) As otherwise agreed to or requested within five (5) days of CLOSING in writing by SELLER or SELLER'S attorney.

6. **Subject to Provisions:** Said PREMISES are sold and conveyed subject to the following:

- (a) Any state of facts an accurate survey or physical inspection may show, provided same does not render title ~~uninsurable at normal rates;~~ *unmarketable.*
- (b) Covenants, restrictions, easements, reservations, ~~consents and Contracts~~ of record, if any, provided same are not violated by the existing dwelling structure and present use thereof;
- (c) Rights of record, if any, acquired by any utility company to maintain and operate lines, wires, cables, poles and distribution boxes, in, over and upon the PREMISES;
- (d) Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided they are not violated by the buildings and improvements erected on the PREMISES.

7. **Title Company Approval:** Seller shall give and PURCHASER shall accept such title as any title underwriter, or any agent in good standing with its underwriter, will be willing to approve and insure in accordance with the standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this Contract.

8. **Closing Defined Form of Deed:** "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this Contract, including the payment of the balance of the purchase price to SELLER, and the delivery to PURCHASER of a **Bargain & Sale with Covenants Deed** in proper statutory form for recording so as to transfer to PURCHASER full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by

Section 13 of the Lien Law.

9. **Pay Off Fees:** SELLER shall not be obligated to pay more than \$150.00 to the title company/representative in consideration of paying off each mortgage, plus the actual recording fees. PURCHASER will pay such fees in excess of \$150.00.

10. **Closing Date and Place:** CLOSING will take place at the office designated by PURCHASER'S lender; or the office of SELLER'S attorney; **on or about September 1, 2001**. Purchaser specifically agrees, that the closing will take place at the law offices of Burke, Miele & Golden in their Rockland or Orange County location or a lending institution located within the County of Orange or Rockland. In the event the closing does not take place within Rockland or Orange County, purchaser agrees to pay a travel fee in the amount of \$150.00 to Burke, McGlenn & Miele.

11. **Possession:** In the absence of a written Agreement to the contrary, possession of the PREMISES shall be delivered at CLOSING, vacant and broom clean, except as to articles of personal property passing to PURCHASER under the terms of this Contract.

12. **Broker:** PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than **Coldwell Banker Currier & Lazier** and **Re/Max Benchmark Realty Group** and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate Contract).

13. **Streets and Assignment of Unpaid Awards:** 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.

14. **Seller's Representations:** SELLER makes the following warranties and representations:

- (a) The street address of the PREMISES is stated in the preamble to this Contract.
- (b) To SELLER'S best knowledge, there are no assessments of any type affecting the subject PREMISES;
- (c) SELLER is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA").

15. **Mortgage Contingency:**

(a) PURCHASER'S obligation under this Contract is subject to, and contingent upon, the PURCHASER obtaining, at PURCHASER'S own cost and expense, a mortgage commitment in the sum of ~~\$124,160.00~~ ^{\$126,600.00}, repayable over a period of thirty (30) years with interest at the prevailing rate per annum, as shall be then charged by such lending institution, registered mortgage broker or licensed mortgage banker, plus any applicable "points", discount charges or loan origination fees within 30 days from the date purchaser's attorney receives a fully executed copy of the contract. PURCHASER will diligently and in good faith, apply for said mortgage and will promptly furnish all reports, documents, verifications and/or fees required in connection therewith. PURCHASER agrees to promptly send to SELLER'S attorney a copy of any bank letter received by PURCHASER granting or declining the mortgage commitment. In the event PURCHASER does not obtain said mortgage commitment after the exercise of good faith, then this Contract shall be deemed null and void at the option of either party to this Contract, communicated to the other party, or to the other party's attorney, in writing, via the United States Postal System; and SELLER'S sole liability thereunder shall be the return of all monies paid pursuant to this Contract. If, however, prior to actual denial of PURCHASER'S mortgage application, PURCHASER elects to cancel this Contract pursuant to the provisions of this Paragraph; SELLER may, by notice to PURCHASER'S attorney given within three (3) days thereafter, unilaterally extend the time, for an additional period of not more than thirty (30) days, for PURCHASER to obtain the said mortgage commitment; during which period of time,

PURCHASER shall continue to diligently pursue PURCHASER'S efforts to obtain such mortgage commitment.

(b) A commitment requiring PURCHASER to sell any property, or to discharge any debt, as a condition precedent to CLOSING of the mortgage loan, shall be deemed to be a "mortgage commitment" which shall satisfy the contingent aspect of this Paragraph; however, a Commitment Letter which is subject to an appraisal of the PREMISES, or a credit report of PURCHASER, or a P.M.I. application, and/or verification of PURCHASER'S income, assets and/or source of funds shall not be deemed a commitment for purposes of this Paragraph.

(c) If PURCHASER is unable to obtain a commitment for such mortgage, SELLER'S attorney shall, upon request, have the right to see copies of the application filed by PURCHASER with the proposed mortgagee. If requested, PURCHASER will request, in writing, that the proposed mortgagee send a copy of the application to SELLER'S attorney.

(d) In the event that PURCHASER receives a commitment for a new first mortgage for a sum less than the amount applied for, SELLER may reduce the Purchase Price by the amount of the difference between the mortgage applied for and the mortgage obtained and PURCHASER shall not have the right to declare this Contract null and void, if such modification is acceptable to PURCHASER'S mortgage lender.

16. Compliance with State Municipal Department and Orders:

(a) SELLER will comply with all notes or notices of violations of law, municipal ordinances, order 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 of CLOSING. 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.

(b) Violations that may be required to be removed by SELLER shall not constitute objections to title, provided SELLER at CLOSING, deposits with SELLER'S attorneys, in escrow, a sum reasonably sufficient to remedy and cure said violations within ninety (90) days from the date of CLOSING and submits proof of the discharge of said violations of record to PURCHASER or their attorneys within one hundred twenty (120) days from the date of CLOSING, provided same is acceptable to the lending institution, if this Contract is conditioned upon the procurement of a mortgage. A sum reasonably sufficient shall be that sum agreed upon by the parties; and, if the parties cannot so agree, then the respective attorneys shall choose an independent Contractor whose decision as to said amount to be held in escrow shall be deemed final and binding on all parties.

(c) If the PREMISES are located within a jurisdiction which requires personal inspection of the PREMISES, SELLER will reasonably cooperate in obtaining the Certificate of Occupancy and Violation Searches.

(d) If requested, the delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a *single* family dwelling at the date of Closing,

together with reimbursement for monies expended for title search and related departmental searches

17. Violations of Record: If the cost of the removal of violations required to be removed by SELLER pursuant to the provisions of this Contract shall be in excess of Five Hundred (\$500.00) Dollars, SELLER is hereby granted an option to withdraw from this Contract, in which event, SELLER shall refund to PURCHASER the monies paid on the execution hereof, whereupon this Contract shall become null and void without further liability from either party to the other, unless PURCHASER shall agree to take title subject to said violations and assume the performance thereof and receive an abatement in reduction of the Purchase Price in the sum of Five Hundred (\$500.00) Dollars. The options herein granted shall be exercised by notice in writing by either party, or their attorneys, on or before the time fixed for CLOSING, by certified mail, return receipt requested.

18. Installment Assessments: 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, unless the assessment is part of the State, County, Town taxes and/or Village taxes (if applicable) in which event same shall be adjusted as if it were taxes.

19. Apportionments:

(a) The following are to be apportioned as of Midnight of the date before CLOSING: Taxes, water charges and sewer rents, fuel, if any, and municipal solid waste fees, if any.

(b) Tax adjustments shall be made in accordance with the following procedure:

- (i) State, County and Town Taxes shall be adjusted for the tax year from January 1st through December 31st;
- (ii) School Taxes shall be adjusted for the fiscal year from July 1st through June 30th; all other Counties shall be adjusted on fiscal year.
- (iii) Village Taxes shall be adjusted for the tax year from June 1st through May 31st (unless the subject Village utilizes a different tax year, in which case such tax year shall be the basis for adjustment);
- (iv) The taxes shall be computed on a 365 days basis; and
- (v) PURCHASER shall pay the tax for the day upon which the adjustment is made.

(c) In any Town or Village which permits partial payments (i.e., quarterly, bi-annually, etc.) where said partial payment would include a premium or penalty for choosing the partial payment option, adjustment will be made on the base amount of the tax only, without the premium for the full payment of the premium or penalty thereon.

(d) 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.

(e) Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING, but in no event shall survival exceed 60 days from the actual date of CLOSING.

20. Water Meter Readings: If there are water meter(s) and other utilities meters on the PREMISES, SELLER shall furnish a reading for each meter to a date not more than Five (5) days before CLOSING date and the unfixed utility meter charges if any, shall be apportioned on the basis of such last reading.

21. Allowance for Unpaid Taxes, etc.: SELLER has the option to credit PURCHASER as an adjustment of the Purchase Price with the amount of any unpaid taxes, assessments or utility charges, together with any interest and penalties thereon, to a date not less than three (3) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

22. Use of Purchase Price to Pay Seller Obligations: If there is anything else affecting the sale of 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 money with the Title Insurance Company employed by PURCHASER and required by it to assure its discharge; but only if the Title Insurance Company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES, and if acceptable to the mortgage lender. Upon request, made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

23. Affidavit as to Judgments, etc.: 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 detailed affidavit satisfactory to the Title Insurance Company insuring PURCHASER at CLOSING showing that they are not against SELLER. SELLER'S representations herein shall survive CLOSING.

24. Deed Transfer and Recording Taxes: At CLOSING, SELLER shall deliver a check or other acceptable funds payable to the order of the Orange County Clerk, or to the Title Company, in the amount of any applicable transfer tax payable by reason of the 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 Title Insurance Company representative at CLOSING.

25. **Purchaser's Lien:** 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 this Contract by PURCHASER as defined in this Agreement.

26. **Seller's Inability to Convey; Limitation of Liability:** 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 incurred for: (i) examining the title; (ii) any appropriate additional searches made in accordance with this Contract. Upon such refund and payment, this Contract shall be considered canceled, and neither SELLER or PURCHASER shall have any further rights against the other party.

27. **Condition of Premises:** The PREMISES are sold in ~~an "AS-IS"~~ ^{their present} physical condition and SELLER makes no representations other than that the roof is free of leaks, and the plumbing, heating and electrical systems, appliances, air-conditioning systems, if applicable, septic system, if applicable, and items of personal property to be conveyed to PURCHASER under this Contract, now in said dwelling, are in working order and will be in such condition at the time of transfer of possession to PURCHASER, normal wear and tear excepted and that the premises will be delivered free of debris. This Paragraph shall not be construed as a warranty surviving transfer of possession. The limit of SELLER'S liability for non-working appliances, however, shall be the market value of such appliances in their condition as of the date of this Contract.

28. **Maintenance:** It shall be the obligation of SELLER to maintain the PREMISES, both interior and exterior, in present condition, except as may be otherwise set forth herein, until the transfer of possession of the PREMISES.

29. **No other representations:** PURCHASER represents to SELLER that PURCHASER knows and has investigated to the full satisfaction of PURCHASER the physical nature and condition of the land, improvements and the personal property agreed to be sold; that neither the SELLER nor any agent, employee or representative of SELLER has made any representation whatsoever regarding the subject matter of this sale, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the premises, except as expressly stated in this contract; and that PURCHASER does not rely upon any statement or information made or given by any person.

30. **Inspection:** PURCHASER shall have access to the PREMISES within forty eight (48) hours prior to CLOSING or taking possession, with all utilities in service, in order to ascertain the condition of the PREMISES.

31. **Notices:** All notices required pursuant to this Contract shall be in writing and forwarded to the other party's attorney at the office address of such party's attorney via the United States Postal Service, certified mail, return receipt requested; and such notice shall be deemed given on the third business day following mailing of such notice. Alternatively, a notice may be delivered by an overnight delivery service, or by facsimile, but in any case, such notice shall be deemed made upon the date such notice is actually received by the attorney. However, a notice of default or cancellation shall only be made by certified mail return receipt requested.

32. **Closing Funds:** PURCHASER does hereby personally guarantee all funds that shall be submitted by PURCHASER, or on their behalf, to SELLER at the time of CLOSING as and for the balance of the Purchase Price; it being understood that this personal guaranty shall survive the delivery of the Deed.

33. **Headings:** The paragraph headings are for convenience only and have no legal significance.

34. **Assignment:** This Contract may not be assigned or transferred by PURCHASER without the prior express written permission of SELLER.

35. **Changes Must be in Writing:** This Contract may not be changed or canceled, except in writing, signed by the parties or their attorneys.

36. **Contract Binding:** This Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and permitted assigns of the respective parties.

37. **Singular also Means Plural:** Any singular word or term herein shall also be read as in the plural, and vice versa, whenever the sense of this Contract may require it.

38. **Conflicts:** This Contract constitutes the entire Contract between the parties and shall not be canceled, modified or altered by any Contracts, warranties or representations, whether expressed or implied, unless set forth in writing and executed by all of the parties hereto or their respective attorneys.

39. **Attorney Authorization:** EACH OF THE PARTIES HEREBY AUTHORIZE THEIR ATTORNEYS TO AGREE IN WRITING TO ANY CHANGES IN THIS CONTRACT.

40. ~~Purchaser shall receive a credit at closing in the amount of \$3,840.00 towards closing costs of purchaser.~~ ^{seller shall pay} ~~DO~~ _{DO}

Veronica Harris
VERONICA HARRIS

084-46-0660
Social Security Number

Susan A. Dudman
SUSAN A. DUDMAN

104-66-2822
Social Security Number:

SCHEDULE "B"
PERSONAL PROPERTY RIDER

Personal Property: (a) The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to: (Check the boxes needed)

- | | |
|------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> PLUMBING FIXTURES | <input checked="" type="checkbox"/> HEATING FIXTURES |
| <input checked="" type="checkbox"/> LIGHTING FIXTURES | <input checked="" type="checkbox"/> BATHROOM CABINETS |
| <input checked="" type="checkbox"/> KITCHEN CABINETS | <input checked="" type="checkbox"/> MANTEL |
| <input checked="" type="checkbox"/> DOOR MIRRORS | <input checked="" type="checkbox"/> BLINDS |
| <input checked="" type="checkbox"/> SHADES | <input checked="" type="checkbox"/> SCREENS |
| <input type="checkbox"/> AWNINGS | <input checked="" type="checkbox"/> STORM WINDOWS |
| <input type="checkbox"/> WINDOW BOXES | <input checked="" type="checkbox"/> STORM DOORS |
| <input checked="" type="checkbox"/> MAIL BOX | <input type="checkbox"/> WEATHER VANE(S) |
| <input type="checkbox"/> FLAGPOLES | <input type="checkbox"/> PUMPS |
| <input checked="" type="checkbox"/> SHRUBBERY | <input type="checkbox"/> FENCING |
| <input type="checkbox"/> OUTDOOR STATUARY | <input type="checkbox"/> TOOL SHED(S) |
| <input checked="" type="checkbox"/> DISHWASHER(S) | <input checked="" type="checkbox"/> WASHING MACHINE |
| <input checked="" type="checkbox"/> CLOTHES DRYER | <input type="checkbox"/> GARBAGE DISPOSAL UNIT(S) |
| <input checked="" type="checkbox"/> RANGE | <input checked="" type="checkbox"/> REFRIGERATOR |
| <input type="checkbox"/> FREEZER(S) | <input type="checkbox"/> AIR CONDITIONER EQUIPMENT &
INSTALLATIONS |
| <input checked="" type="checkbox"/> PERSONAL EXERCISE UNIT | <input checked="" type="checkbox"/> WALL TO WALL CARPETING |
| <input checked="" type="checkbox"/> GARAGE DOOR OPENER(S) | <input type="checkbox"/> SATELLITE DISH |
| <input type="checkbox"/> WINDOW TREATMENTS | |

(b) Excluded from this sale are:

- | | |
|-----------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> FURNITURE | <input checked="" type="checkbox"/> HOUSEHOLD FURNISHINGS |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

(c) Lighting fixtures permitted to be removed by SELLER, shall be replaced by SELLER at SELLER'S expense, with standard builders fixtures.

(d) The personal property to be conveyed pursuant to this Contract shall only be to the extent that said personal property presently exists upon the PREMISES, and shall be deemed transferred to and conveyed to PURCHASER under the Deed of Conveyance to be delivered; but it is understood and agreed that no part of the purchase price shall be deemed to have been paid by the PURCHASER for same and that the property transferred hereunder shall be deemed transferred without consideration.

(e) If, however, it is determined that, notwithstanding the foregoing Paragraph, there is a sales tax due for the transfer of any of the items noted in this Contract, PURCHASER shall hold harmless and indemnify SELLER for any sales tax liability. This Paragraph shall survive CLOSING.

Schedule "A"
Harris to Dadman

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, briefly described as follows:

BEGINNING at a point on southerly side of Forge Hill Road North 50° 54' West distance 300 feet from an iron pipe driven in the ground on the southerly side of Forge Hill Road, said pipe being the northeast corner of Lot No. 20 as shown on map hereinbefore referred to. Thence South 39° 15' West 100 feet to a point; thence North 50° 54' West 50 feet to a point; thence North 39° 15' East 100 feet to a point on the southerly side of Forge Hill Road; thence South 50° 54' East 50 feet along southerly side of said Road to the point or place of beginning. Said lot or parcel of land being 50' x 100' and same being the easterly half of Lot No. 23.

TOGETHER with an easement over a strip 5 feet in width and 70 feet in depth adjoining the lands of the grantor on the easterly boundary line as set forth in the Agreement dated September 26, 1979 between Elsie Melhuish (the owner of the parcel adjoining the herein described premises on the east) and Vincent Farina and Veronica Farina, the grantees herein.

BEING the same premises conveyed by deed dated September 23, 1932, made by Sigrid C. Sykes to Fred C. Wygant and Janet B. Wygant (incorrectly referred to therein as Fred C. Weygant and Janet B. Weygant) and recorded in the Orange County Clerk's office on March 19, 1932 in Liber 737 of Deeds at page 423, the said Fred C. Wygant having died a resident of Orange County, New York, on April 21, 1969 and Janet B. Wygant having died a resident of Orange County, New York on June 8, 1979, leaving a Last Will and Testament which was admitted to probate by the Surrogate of Orange County on July 12, 1979, and Letters Testamentary having been issued to Fred C. Wygant, Jr. on that day.

Said premises are described, pursuant to a recent survey as follows:

BEGINNING at a point, said point being the point of intersection of the southwesterly line of the existing Forge Hill Road and the southeasterly line of Canterbury Lane; thence, from said point of beginning and along the southwesterly line of Forge Hill Road, South 50° 54' East 50.0 feet to a point on the division line between the lands now or formerly of Elsie Melhueish (reputed owner) on the southeast and the parcel herein described on the northwest; thence, along the last mentioned division line, South 39° 15' West 100.0 feet to a point on the division line between other lands now or formerly of the Estate of Janet B. Wygant on the southwest and the parcel herein described on the northeast; thence, along the last mentioned division line, North 50° 54' West 50.0 feet to a point on the aforementioned southeasterly line of Canterbury Lane; thence, along the last mentioned line, North 39° 15' East 100.0 feet to the point or place of beginning.

BEING the same premises described in a deed dated September 15, 1994, made by Vincent Farina and Veronica Farina to Veronica Farina, recorded in Liber 4123 at Page 172 on October 13, 1994 in the office of the Orange County Clerk.

Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based hazards (check on below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based hazards.

Agent's Acknowledgment

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 485d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Veronica Harris 7/29/01
VERONICA HARRIS Date

Susan A. Dudman 7/16/01
SUSAN A. DUDMAN Date

Agent

Date

Agent

Date

RIDER I TO CONTRACT OF SALE

BETWEEN VERONICA HARRIS, SELLER, AND SUSAN A. DUDMAN, PURCHASER, ON 11 FORGE HILL ROAD, NEW WINDSOR, NEW YORK, PREMISES.

1) IF ANY PROVISIONS OF THIS RIDER CONFLICT WITH THE PROVISIONS OF THE CONTRACT OF SALE, THEN THIS RIDER SHALL CONTROL.

2) PARAGRAPH 5(B) IS AMENDED TO STATE THAT THE CHECK PROVIDED BY THE MORTGAGEE AT THE CLOSING SHALL BE ACCEPTABLE AS LONG AS DRAWN UPON AN ATTORNEY'S IOLA ACCOUNT. ~~IN ADDITION, A CHECK AS DEFINED THEREIN MADE PAYABLE TO PURCHASER AND ENDORSED IN ACCORDANCE WITH THE DIRECTIONS OF SELLER SHALL BE ACCEPTABLE.~~

3) UPON DEATH OR PERMANENT DISABILITY OF PURCHASER THERE SHALL BE THE RIGHT TO CANCEL WHEREUPON DOWN PAYMENT MONIES SHALL BE REFUNDED.

4) PARAGRAPH 22 IS AMENDED TO PROVIDE THAT ANY SUCH REQUEST FOR SEPARATE CERTIFIED FUNDS TO CLEAR SELLER'S OBLIGATIONS SHALL BE MADE NO LESS THAN THREE DAYS PRIOR TO THE SCHEDULED CLOSING DATE.

5) PARAGRAPH 6 IS AMENDED AS FOLLOWS:

-TO ADD TO 6(b), "AND DO NOT IMPEDE THE ABILITY TO USE THE PROPERTY IN CONNECTION WITH ITS USE AS A SINGLE FAMILY DWELLING."

-TO ADD TO 6(c), "AS LONG AS NOT ENCROACHED UPON BY THE IMPROVEMENTS, AND AS LONG AS THEY DO NOT IMPEDE THE ABILITY TO USE THE PROPERTY IN CONNECTION WITH ITS USE AS A SINGLE FAMILY DWELLING."

6) NOTHING HEREIN IS INTENDED TO PRECLUDE PURCHASER FROM PURSUING LAWFUL REMEDIES IN THE EVENT OF WILLFUL DEFAULT BY SELLER.

7) PARAGRAPH 10 IS AMENDED TO PROVIDE FOR CLOSING *on or before September 4, 2004, the expiration date of purchaser's rate lock.*

8) THE SELLER IS RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY EXCEPT FOR NORMAL USAGE BY THE SELLER UNTIL CLOSING. IF THE PROPERTY IS DAMAGED BY FIRE, VANDALISM, STORM, FLOOD, OR ANY OTHER CASUALTY BETWEEN NOW AND THE CLOSING, THE SELLER MAY RESTORE THE PROPERTY BEFORE THE CLOSING AT THE SELLER'S EXPENSE OR IF SELLER ELECTS NOT TO RESTORE, THE PURCHASER MAY CANCEL THIS CONTRACT. SELLER SHALL PROVIDE WRITTEN NOTICE TO PURCHASER OF ITS INTENTION WITHIN 10 DAYS AFTER THE EVENT. IF SELLER ELECTS TO RESTORE THE PROPERTY, THEN SELLER SHALL HAVE THE RIGHT TO A REASONABLE ADJOURNMENT TO ALLOW SAME. HOWEVER, IF THE ADJOURNMENT GOES BEYOND ANY EXPIRATION OF MORTGAGE COMMITMENT OR RATE LOCK, THEN PURCHASER SHALL HAVE THE RIGHT TO CANCEL.

ANY ELECTION BY PURCHASER TO CANCEL SHALL BE VIA WRITTEN NOTICE WITHIN 7 DAYS AFTER SUCH RIGHT IS TRIGGERED. FAILURE BY PURCHASER TO CANCEL SHALL RESULT IN THIS CONTRACT CONTINUING IN FULL FORCE AND EFFECT.

9) PURCHASER'S OBLIGATIONS HEREUNDER ARE CONDITIONED UPON THERE BEING A C.O. FOR THE PREMISES AND FOR ANY IMPROVEMENTS ON THE PROPERTY FOR WHICH A C.O. IS REQUIRED, OR A LETTER FROM THE TOWN STATING THAT THE PREMISES AND IMPROVEMENTS PRE-DATE ZONING ORDINANCES. SELLER REPRESENTS THAT THE PREMISES ARE A LEGAL ONE FAMILY DWELLING.

10) SELLER AGREES TO PROVIDE, IF AVAILABLE, A COMPLETE COPY OF A PRIOR SURVEY OF THE PREMISES.

11) THE PARTIES HEREBY AUTHORIZE THEIR RESPECTIVE ATTORNEYS TO AGREE IN THEIR BEHALF TO ANY EXTENSIONS OF ANY DATES FOR PERFORMANCE OF ITEMS CONTAINED IN THE CONTRACT, OR PERFORMANCE OF REPAIR ITEMS AND THE LIKE.

12) IF THIS CONTRACT IS CANCELLED PURSUANT TO RIGHTS CONTAINED HEREIN FOR ANY REASON OTHER THAN PURCHASER'S DEFAULT, THEN THE FUNDS BEING HELD IN ESCROW SHALL BE RETURNED TO PURCHASER FORTHWITH.

13) PURCHASER'S OBLIGATIONS HEREUNDER ARE CONDITIONED UPON THE FOLLOWING: THAT THE PROPERTY FRONTS ON A PUBLIC STREET; THAT THE TOTAL ANNUAL TAXES FOR 2000 WERE +/- \$3182.00, AND THE PROPERTY DOES NOT BENEFIT FROM A TAX EXEMPTION OF ANY KIND; THAT THE PROPERTY IS SERVICED BY MUNICIPAL WATER; THAT THE PROPERTY IS NOT IN A STATE OR FEDERAL FLOOD HAZARD AREA* THAT THE PROPERTY HAS NOT BEEN DESIGNATED TO BE WITHIN A LANDMARK OR HISTORIC DISTRICT; THAT THE PROPERTY IS NOT WITHIN ANY WETLAND AREA.* SUCH THAT FLOOD INSURANCE IS MANDATED BY THE LENDER;

14) SELLER REPRESENTS THAT THEY HAVE NO KNOWLEDGE OF ANY SPECIAL ASSESSMENTS CHARGEABLE TO THE OWNER OF THE PREMISES, NOR OF ANY PROPOSED WORK BY ANY GOVERNMENT ENTITY THAT WILL CREATE ASSESSMENTS AGAINST THE PREMISES.

15) SELLER REPRESENTS THAT THEY HAVE NO KNOWLEDGE OF THE PRESENCE OF ANY UNDERGROUND STORAGE TANK, ACTIVE OR INACTIVE, WITHIN THE PROPERTY BOUNDARIES.

~~16) Purchaser shall have the right to review & approve the terms of the record relating to the common driveway failure to raise issues within 7 days of receipt shall be deemed waiver.~~

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 30th DAY OF July, 2001.

Veronica Harris

SELLER: VERONICA HARRIS

Susan A. Dudman

PURCHASER: SUSAN A. DUDMAN

Commitment for Title Insurance



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota stock corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

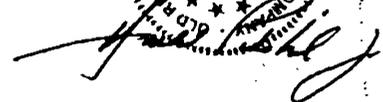
This Commitment is preliminary to the issuance of such policy or policies of the title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

Issued by: Transaction Title Agency
38 Martin Road
Hopewell Junction, NY 12533
#845-226-2391
#845-223-5236 FAX

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

Countersigned by: 
Kristina Mancini

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

Old Republic National Title Insurance Company Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

The ALTA sample privacy form includes a full list of the requisite disclosures. The sample form does not envision sharing of information outside the corporate title insurance underwriter and affiliate or agent structure. If you are considering sharing nonpublic customer information and do not qualify for an exception within the Federal Trade Commission and/or state rules, please obtain legal advice on what should be included in your form.

1828 L Street, NW	Suite 705	Washington, DC 20036-5104	202-296-3671	800-787-ALTA
	E-mail: service@alta.org	Fax: 888-FAX-ALTA	Local Fax: 202-223-5843	

Effective
x-xx-xx

Supersedes
New

Page 1

Schedule A

Title Number: **TT-1140-O**

Effective Date: **07/05/2001**

Section 50

Block 2

Lot 1

Premises **11 Forge Hill Road**
Town/Village/City **Town of New Windsor**
County **Orange**

ALTA Owner's Policy 1992 (with N.Y. Endorsement Modifications) \$ **128,000.00**

Proposed Insured **Susan A. Dudman**

ALTA Loan Policy 1992 (with N.Y. Endorsement Modifications) \$ **121,600.00**

Proposed Insured **Please advise, its successors and/or assigns**

The estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

Title to said estate or interest in said land at the effective date hereof is vested in:

Veronica Farina

Source of Title:

By deed dated 9/6/94 recorded 10/13/94 in the Orange County Clerk's Office in Liber 4123 Cp 172 from Vincent Farina & Veronica Farina; and by deed from Fred C. Wygant, Executor, to Vincent Farina & Veronica Farina dated 9/27/79 recorded 9/28/79 in Liber 2144 Cp 799.

Recertified Date: / /

Title Recertified In:

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION TO FOLLOW

Schedule A Description

Title Number TT-1140-O

Page 1

All that certain plot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, briefly described as follows:

Beginning at a point, said point being the point of intersection of the southwesterly line of the existing Forge Hill Road and the southeasterly line of Canterbury Lane; thence from said point of beginning and along the southwesterly line of Forge Hill Road, South 50 degrees 54' East 50.0 feet to a point on the division line between the lands now or formerly of Elsie Melhueish (reputed owner) on the southeast and the parcel herein described on the northwest; thence, along the last mentioned division line, South 39 degrees 15' West 100.0 feet to a point on the division line between other lands now or formerly of the Estate of Janet B. Wygant on the southwest and the parcel herein described on the northeast; thence, along the last mentioned division line, North 50 degrees 54' West 50.0 feet to a point on the aforementioned southeasterly line of Canterbury Lane; thence, along the last mentioned line, North 39 degrees 15' East 100.0 feet to the point or place of beginning.

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 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy.
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material);
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6 Any statutory lien for services, labor or materials (or claim of the priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7 Any claim which arises out of the transaction creating the interest of the mortgage insured by this policy or vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
- 8 Rights of tenants or persons in possession, if any.
- 9 Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
- 10 Mortgages returned herein. (0).
- 11 Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein.
- 12 If the application is for insurance under a master or blanket policy all items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.
- 13 The identity of parties at the closing of this title should be established to the satisfaction of the closer and the affidavit attached to this certificate filled out, signed and sworn to.
- 14 Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- 15 When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
- 16 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 17 If this Commitment requires a conveyance of the fee estate and the contract therefore has not been submitted to the Company, it should be furnished for consideration prior to closing.

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.

- 18 If the property to be insured is subject to the CREDIT LINE MORTGAGE which is to be satisfied, the Company will require proof from the mortgagee that the lien of credit has been terminated and that the pay-off figures are final and binding on the mortgagee. IF WRITTEN PROOF FROM THE MORTGAGEE IS NOT PRODUCED, THE COMPANY WILL REQUIRE A SUBSTANTIAL DEPOSIT AS SECURITY UNTIL A SATISFACTION IS RECEIVED. In the event we do not have adequate proof at the closing as to the balance due on the mortgage, and we are uncertain as to whether or not the line of credit has been terminated, we should start to take an additional 25% of the balance that we do know about, as a security deposit or escrow.

19 THE FOLLOWING ITEMS ARE REQUIRED AT CLOSING:

- A. Property street address to be recited in closing instruments.
- B. All instruments must recite the complete county tax map designation.
- C. Photo ID must be submitted at closing.
- D. Certified, Bank or Attorney checks will be accepted for payment
- E. ALL closing document MUST be filled out COMPLETELY before being turned in to the closer (ie..RPT, 255 Aff., etc..)
- F. Closings MUST be called in 48 HOURS in advance to avoid unnecessary inconveniences.

- 20 ~~Meter reading must be~~ obtained by the seller. In the event said reading is not obtained Company will hold escrow until said reading is obtained, or the following objection will apply.

Policy will except any additional water and sewer charges that may be reimposed as a result of an actual reading from the date of the last special meter reading.

- 21 Taxes, tax liens, tax sales, water rates, sewer rents, and assessments set forth herein.
- 22 Rights of tenants or persons in possession.

- 23 All documents to be recorded in the Office of the Clerk/Register or filed in the Registrar's Office must be executed in ~~BLACK INK~~ or this company will assume no responsibility for the recording of same.

- 24 Underground encroachments, if any, including pipes and drains and such rights as may exist upon said premises to maintain and repair same.
- 25 No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of, adjoining or within the premises described in Schedule A or which may cross over same.
- 26 The exact acreage of the premises herein will not be insured.
- 27 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.
- 28 Proof is required that certified owners herein have not been known by any other name for the

Survey Reading

Title Number TT-1140-O

Page 1

Survey made by Vincent J. Doce dated September 17, 1979 shows:
a 1 story frame house within bounds; garage within bounds; common drive
servicing premises extends to and upon Forge Hill Road; No other variations
and/or encroachments.

Inspection to follow.

Mortgages

Title Number **TT-1140-O**

NONE OF RECORD

There is a \$90.00 service charge payable to the company closer for mortgage payoff. This includes postage/mailing, but does not include recording charges.

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

Tax Search

Account Number:

Municipality **11 Forge Hill Road**
Town of New Windsor

Title Number: **TT-1140-O**

Year of Roll **2001**

Section **50** Block **2** Lot **1**
Assessed Valuation **4,600.00** Total **28,000.00**
Assessed To **Veronica Harris**

Lot Size

Class **210**

School District **Cornwall**

Code

Taxes

Note: **2001 State, County & Town Tax: \$1204.56 - PAID - 1/22/01**

2000/01 School Tax: Information to follow.

2001/02 School Tax: A Lien as of 7/1/01

Water/Sewer: \$125.55 - PAID - Through 3/27/01. (Next bill goes out 9/1)
A FINAL WATER METER READING MUST BE SUPPLIED AT CLOSING.

This Commitment includes only such unpaid taxes, assessments, water and sewer charges and any open or unredeemed tax sales which are indexed, as to the date of this Commitment, against the above lot on the official tax ledger sheets of the tax office or offices searched. No responsibility is assumed for any error or omission on these sheets, nor for any taxes levied after the date of this Commitment. Proposed assessments reported herein are for information only and no responsibility is assumed by the Company for the accuracy or completeness thereof, if a tax exemption is noted above, same will terminate on the date when premises are conveyed by the certified owner, and the full tax rate will thereupon be reinstated.

NOTE: some of the items may have been paid but the payment not officially posted.

New York State Municipal Department Searches

Page 1

Title Number TT-1140-O

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

CERTIFICATE OF OCCUPANCY SEARCH

See Attached

HOUSING AND BUILDING DEPARTMENT SEARCH

See Attached

STREET REPORT

See Attached



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4618
Fax: (845) 563-4695

Building Department

July 11, 2001

Transaction Title Agency
38 Martin Road
Hopewell Junction, NY 12533

PROPERTY ASSESSED TO: Veronica Harris Farina
11 Forge Hill Road
New Windsor, NY 12553
Section/Block/Lot: 50-2-1

Dear Sirs:

Please be advised that the above referenced structure was built in 1948 which was prior to this Town adopting building and zoning codes in 1966. Therefore, there is no certificate of occupancy nor is one required.

Forge Hill Road is owned and maintained by the County of Orange.

Our records indicate that Building Permit # 2574 for the removal & reconstruction of a garage issued on 8/23/84 has expired. You will need to file for a new permit in order to receive a Certificate of Occupancy.

The Assessor's records indicate the following violations:

- 1) The conversion of a 6x10 enclosed porch into a 1-story frame.
- 2) A 133sqft deck.

The above referenced violations were both constructed without Building Permits.

This letter has been prepared after inspection of the records available in the Town Hall. The records indicate that there are 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
Building Inspector
MB: jm

STATE OF NEWYORK

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 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: _____

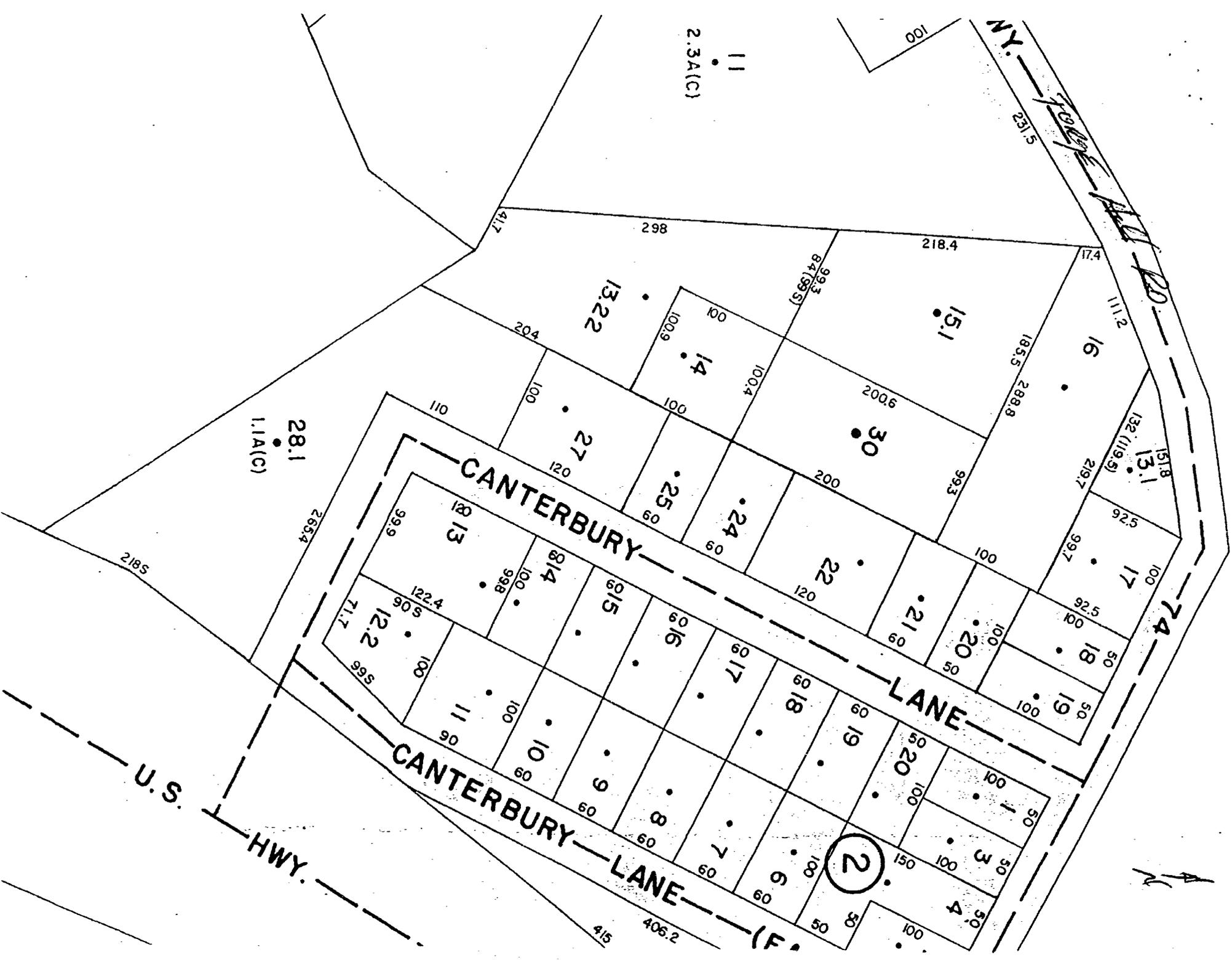
3. (I) (WE) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferer L.S

Transferer L.S

Sworn to before me this _____ day
of _____ 20 _____

Notary Public



11
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28.1
1.1A(C)

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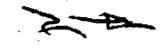
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CANTERBURY

LANE

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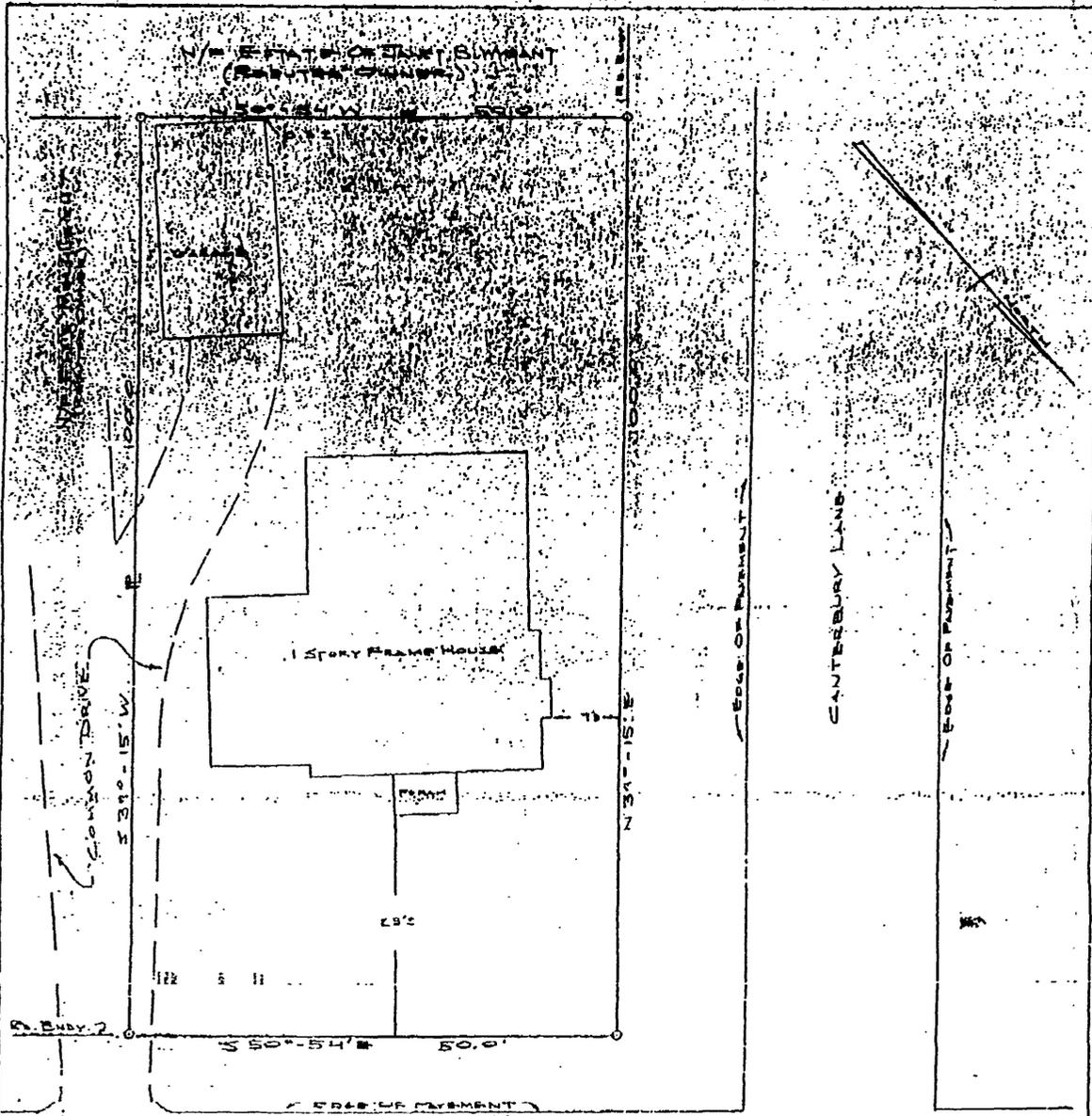
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FORGE HILL ROAD
(ORANGE CO. HWY. NO. 74)

SUBJECT PARCEL TAX MAP INFORMATION:
TOWN OF NEW WINDSOR
SECTION 50 BLOCK 2 LOT 1
SUBJECT PARCEL DEED:
LIBER 1094 PAGE 612

TO ROUTE 9W

TO ROUTE 94

I HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT MAP SHOWN IS FROM A SURVEY PREPARED BY ME AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT AS STATED.

VINCENT & VERONICA FLORINA
NEWBURGH SAVING BANK
HARDENBURGH ABSTRACT CO
FILE NO. R.D. 33-7472



CERTIFICATION SURVEY

ESTATE OF
JANET B. WYGANT

FORGE HILL ROAD TOWN OF NEW WINDSOR
ORANGE CO. NEW YORK

PREPARED UNDER:
VINCENT J. DOCE

PL. N. 044604
NEWBURGH, NY

LIBER 2164 PAGE 802

THIS AGREEMENT made the 26th day of September, 1979, between ELSIE MELHUIISH, residing at Forge Hill Road, Town of New Windsor, Orange County, New York, party of the first part, and VINCENT FARINA and VERONICA FARINA, his wife, residing at 316 Knox Village, Town of New Windsor, Orange County, New York.

WITNESSETH: WHEREAS the party of the first part is the owner of premises more fully described in Schedule A hereto annexed and the parties of the second part are the contract purchasers of the premises more fully described in Schedule B annexed hereto

WHEREAS the two above described parcels are adjoining and the parties hereto desire to establish a mutual easement for a common driveway 10 feet in width the center line of which is the dividing line between the lands of the party of the first part and the lands of the party of the second part to a depth of 70 feet for ingress and egress to be maintained jointly by the parties hereto which driveway shall be unobstructed and open to use by either party at all times.

NOW, THEREFORE, in consideration of the sum of ONE AND 00/100-----(\$1.00)-----DOLLAR, and other good and valuable consideration, each to the other in hand paid, the party of the first part does hereby remise, release and quit claim unto the parties of the second part, their heirs and assigns the right to use that portion of the common driveway located on lands of the party of the first part and the right to continue to use the same,

TO HAVE AND TO HOLD such easement unto the parties of the second part, their heirs and assigns forever,

Ack. 9/27/79 Rec. 9/28/79

SCHEDULE A

Description of premises on Forge Hill Road in the Town of New Windsor, County of Orange, New York, owned by Elsie Melhuish;

ALL that tract or parcel of land situate in the Town of New Windsor, County of Orange, and State of New York, briefly described as follows:

BEGINNING at a point on the southerly side of Forge Hill Road north $50^{\circ} 54'$ west distance 250 feet, from an iron pipe driven in the ground on southerly side of said Road, said pipe being the north-east corner of Lot No. 20, as shown on map hereinbefore referred to. Thence south $39^{\circ} 15'$ west 100 feet to a point, thence north $50^{\circ} 54'$ west 50 feet to a point; thence north $39^{\circ} 15'$ east 100 feet to a point on the southerly side of Forge Hill Road; thence south $50^{\circ} 54'$ east 50 feet along southerly side of said Road to the point of place of beginning. Said lot or parcel of land (50' x 100') being the westerly half of Lot No. 22.

BEING the same premises conveyed by Sigrid C. Sykes to Ernest E. Melhuish and Elsie Melhuish, his wife, by deed dated May 2, 1935 and recorded in Orange County Clerk's office on May 11, 1935 in Liber 758 of Deeds at page 214, Ernest E. Melhuish having died on OCTOBER 3, 1964

SCHEDULE B

Description of premises on Forge Hill Road in the Town of New Windsor, County of Orange, New York, under contract of purchase with Vincent Farina and Veronica Farina, his wife

ALL that tract or parcel of land situate in the Town of New Windsor, County of Orange and State of New York, briefly described as follows:

BEGINNING at a point on southerly side of Forge Hill Road north $50^{\circ} 54'$ west distance 300 feet from an iron pipe driven in the ground on the southerly side of Forge Hill Road, said pipe being the north-east corner of Lot No. 20 as shown on map hereinbefore referred to. Thence south $39^{\circ} 15'$ west 100 feet to a point; thence north $50^{\circ} 54'$ west 50 feet to a point; thence north $39^{\circ} 15'$ east 100 feet to a point on the southerly side of Forge Hill Road; thence south $50^{\circ} 54'$ east 50 feet along southerly side of said Road to the point or place of beginning. Said lot or parcel of land being $50' \times 100'$ and same being the easterly half of Lot No. 23.

BEING the same premises conveyed by deed dated September 23, 1932, made by Sigrid C. Sykes to Fred C. Wygant and Janet B. Wygant (incorrectly referred to therein as Fred C. Weygant and Janet B. Weygant) and recorded in Orange County Clerk's Office on March 19, 1932 in Liber 737 of Deeds at page 423, the said Fred C. Wygant having died a resident of Orange County, New York, on April 21, 1969, and Janet B. Wygant having died a resident of Orange County, New York, on June 8, 1979, leaving a Last Will and Testament which was admitted to probate by the Surrogate of Orange County on July 12, 1979, and Letters Testamentary having been issued to Fred C. Wygant, Jr. on that day.

Survey Reading

Title Number TT-1140-0

Page 1

Survey made by Vincent J. Doce dated September 17, 1979 shows:
a 1 story frame house within bounds; garage within bounds; common drive
servicing premises extends to and upon Forge Hill Road; No other variations
and/or encroachments.

Inspection dated 8/1/01 disclosed:

- 1) cement walk from drive to front entry;
 - 2) wood deck on rear of premises;
- No other variations and/or encroachments.

Ms Edna J Mullen
3 Canterbury Ln
New Windsor NY 12553-8002

RJF

11/26/01

26A meeting

Mrs. David Donovan,

I am writing on behalf of
Ronnie Farnie Harris. She and
her husband made wonderful
improvements to an old home,
inside and out. The grounds were
well manicured and kept
lively with flowers and flowering
scrubs. Adding new siding to the
house and garage, and adding
the deck to the house
enhanced the attractiveness of the
home and neighborhood.

Sincerely
Edna Mullen



R&F
October 5, 2001 11/26/01
ZBA meeting

Dear Mr. Donovan,

I am writing on behalf of the Harris property located at 11 Forge Hill Road New Windsor. I live in 9 Forge Hill Road which shares the driveway with the property. For 10 years I have looked out upon the deck, garage, and addition, and is in no way an eyesore to the area. The home always looked nice. The new owner should consider themselves lucky to have such improvements.

Thank you
Catherine Seivinger
9 Forge Hill Road
New Windsor NY 12553

RECEIVED OCT 10 2001

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 (845) 563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 8/15/01

APPLICANT: Veronica Harris
97802 Overseas Highway
Key Largo, FL 33037

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Existing Garage

LOCATED AT: 11 Forge Hill Road

ZONE: R-3 Sec/ Blk/ Lot: 50-2-1

DESCRIPTION OF EXISTING SITE:

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing detached garage does not meet minimum side & rear yard set-backs.

① of ②
COPY


BUILDING INSPECTOR

PERMITTED 10ft

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-3 USE: 48-14-A-1-B

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD:

1ft

9ft

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

3in

9ft9in

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

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

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.

RECEIVED

NOV 03 2001

BUILDING DEPARTMENT

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 #: 2001-789

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 VERONICA HARRIS

Address 11 FORGE HILL ROAD, NEW WINDSOR, NY 12553 Phone # (845) 562-4200

Mailing Address 97802 OVERSEAS HIGHWAY Fax # (305) 852-4629

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

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

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

(*) PLEASE CONTACT SUE KNEISER OR CAROL VARDOLAK TO PICK UP BLDG. PERMITS AT THIS # (Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N,S,E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 50 Block 2 Lot 1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy _____ b. Intended use and occupancy _____

5. Nature of work (check if applicable) New Bldg. Addition Alteration Repair Removal Demolition Other Renewal of BP#2574 for the removal & rebuild of a garage.

6. Is this a corner lot? YES

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

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

PAYED

10. Estimated cost _____ Fee \$50.00

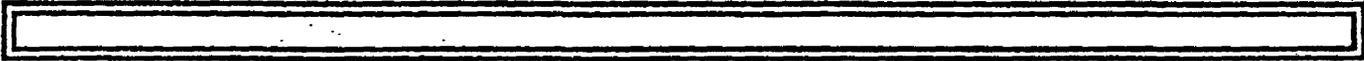
CH #410 \$50 -
paid to

____/____/____
date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(845) 563-4618
(845) 563-4695 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____



INSTRUCTIONS

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

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

Deonica Lynn Hueris

(Signature of Applicant)

97802 Overseas Highway, Key Largo, FL, 33037

(Address of Applicant)

Deonica Lynn Hueris

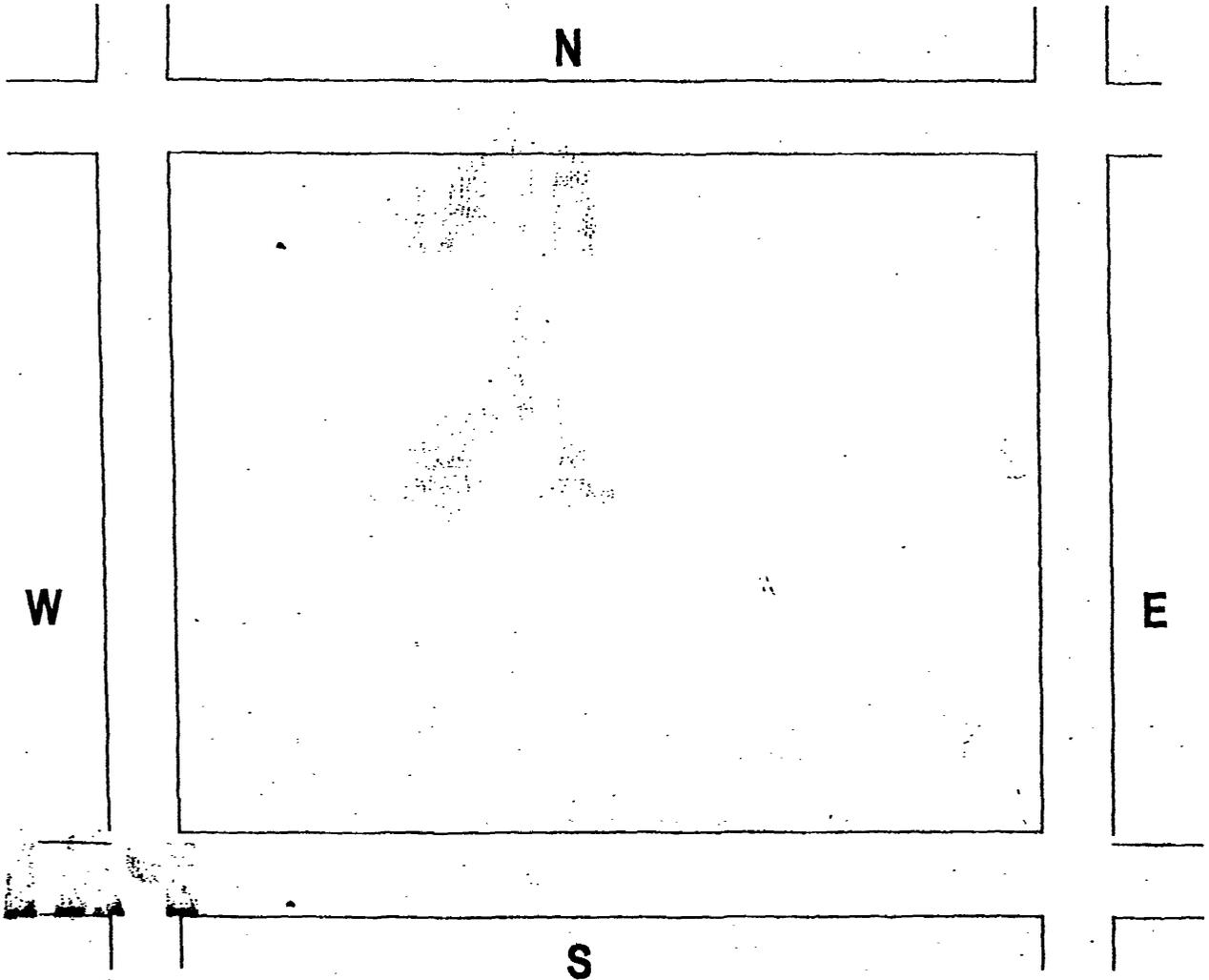
(Owner's Signature)

97802 Overseas Highway, Key Largo, FL 33037

(Address of Applicant)

PLOT PLAN

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



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

VERONICA HARRIS

MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE

#01-45.
-----X

WHEREAS, VERONICA HARRIS, 97802 Overseas Highway, Key Largo, FL 33037, has made application before the Zoning Board of Appeals for a 9 ft. side yard and 9 ft. 9 in. rear yard variance for an existing garage and 7 ft. rear yard variance for an existing addition and deck at 11 Forge Hill Road in an R-3 zone; and

WHEREAS, a public hearing was held on the 26th day of November, 2001 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared by David Donovan, Esq.; and

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

WHEREAS, none of the spectators spoke in favor of or in opposition to this 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) Applicant seeks variances for an existing garage and existing rear addition on the premises

(c) The garage was originally constructed approximately 50 years ago, but since, at a time not specified, it has been rebuilt.

(d) The deck has existed on the premises for 16 or more years.

(e) No complaints have been received, either formal or informal, about either the deck or the garage.

(f) The property is located on a "corner" lot making location of the garage and deck problematic.

(g) Although the Zoning Law requires that the yards be measured as two front yards, the residence appears visually to have a single front yard.

(h) The garage is not built on top of any water, sewer or other easements.

(i) The deck and garage are similar to other decks and garages in the neighborhood.

(j) The deck is not built on top of any well or septic system.

(k) Neither the deck nor the garage create any water problems including the diversion of drainage or the ponding or collection of water.

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, outweigh 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 a 9 ft. side yard and 9 ft. 9 in. rear yard variance for an existing garage and a 7 ft. rear

yard variance for an existing rear addition and deck at 11 Forge Hill Road, in an R-3 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 Applicants.

Dated: February 25, 2002.

Chairman

R&F
11/26/01
26A
Meeting

7 FORGE HILL RD.
NEW WINDSOR, NY 12553
OCTOBER 11, 2001

MR. DAVID DONOVAN
DICKOVER, DONNELLY, DONOVAN AND BIAGI, LLP
PO BOX 610
28 BRUEN PLACE
GOSHEN, NY 10924

DEAR MR DONOVAN,

WE UNDERSTAND THAT THE TOWN OF NEW WINDSOR ZONING BOARD IS REQUIRING THAT RONNIE FARINA HARRIS OBTAIN A VARIANCE FOR IMPROVEMENTS THAT WERE MADE TO 11 FORGE HILL RD. A NUMBER OF YEARS AGO.

WE LIVE AT 7 FORGE HILL RD. AND OUR PROPERTY IS ADJACENT TO THE SUBJECT PROPERTY'S 50' REAR YARD. THE DECK AND THE ADDITION TO THE BACK BEDROOM APPARENTLY DO NOT HAVE THE REQUIRED SETBACK. WE HAVE NO OBJECTION TO A VARIANCE BEING GRANTED FOR THE DECK AND ADDITION AND ACTUALLY FEEL THAT THEY IMPROVED THE APPEARANCE AND DESIREABILITY OF THE PROPERTY.

THE ZONING BOARD IS ALSO REQUIRING A VARIANCE FOR THE GARAGE SETBACK. THIS GARAGE WAS BUILT THE SAME SIZE AND IN EXACTLY THE SAME LOCATION AS THE OLD GARAGE (BUILT IN THE 1930'S) THAT IT REPLACED. THE OLD GARAGE WAS IN POOR CONDITION. THE NEW GARAGE IMPROVED THE APPEARANCE OF THE PROPERTY. THE NEW GARAGE HAD NO NEGATIVE EFFECT ON OUR PROPERTY WHICH IS ADJACENT IN THE REAR. IT WOULD BE IMPOSSIBLE TO CONSTRUCT A GARAGE ON THIS PROPERTY THAT WOULD MEET THE SETBACK REQUIREMENT.

WE TRULY SUPPORT THE APPLICATION FOR THE REQUESTED VARIANCES AND WOULD BE GLAD TO ATTEND THE HEARING IF DESIRED.

Very truly yours,
Kathryn Wygant Fred Wygant FRED C. WYGANT & KATHRYN WYGANT

Date 9/2/01

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
9/10/01	Zoning Board Mtg	75.00	
	Misc -		
	(cont'd) - 2		
	Sisters of the Presentation - 4		
	Harris - 4		
	Carbett - 3		
	Hughes - 3		
	Mills - 19		
	Kaljan - 3		
	Singh - 6		
	45	207.50	
		277.50	

HARRIS, VERONICA

Michael Donnelly, Esq. appeared before the board for this proposal.

MR. TORLEY: Request for 9 ft. side yard and 9 ft. 9 in. rear yard variance for existing detached garage and 7 ft. rear yard variance for existing addition at 11 Forge Hill Road in an R-3 zone.

MR. DONNELLY: I'm Michael Donnelly, I'm an attorney in Goshen, I represent the applicant. I don't have a great deal of familiarity with it, other than the file, but I can tell you quickly that my client is the owner of the home, no longer lives in the area. The work was done by a contractor and at least for one of the items there was in fact an application for a building permit that didn't close out. She was surprised when she went to sell the property that the violations showed up. The building inspector has been most helpful identifying them and telling us what we need to do. As you mentioned in the notice, there are really three issues, the first is a garage which was rebuilt exactly where it was, a building permit was obtained but never closed out.

MR. KANE: How long ago was the building permit obtained?

MR. DONNELLY: In '84.

MR. TORLEY: Built in the same foundation as the previous garage?

MR. DONNELLY: That's what I'm told, I don't know that, the building inspector can confirm that from the application.

MR. TORLEY: Existing addition is more recent than the late '70's.

MR. DONNELLY: The addition was the enclosure of a porch and that was done in '85.

MR. TORLEY: Okay, so since that one would not be

grandfathered, whether or not the garage would be becomes almost moot.

MR. DONNELLY: Well, they are probably separate things but the--

MR. TORLEY: You have to be here for one, you can be here for two.

MR. DONNELLY: That one is no closer to the side line than the existing house which I think is of some significance. The deck clearly is within the setback and I don't know how that happened and nobody knew about it, I'm not sure when that was done, I don't know if Mike has that information there but that one clearly needs a variance.

MR. KANE: Are we talking three different, I see the garage, I see an existing addition?

MR. DONNELLY: I don't know that the garage needs a variance, but if we're here and needs one, we'll certainly make application.

MR. KANE: I don't see anything on the deck on the notice, looking for request for 9 foot side yard and 9 foot 9 inch rear yard variance for existing detached garage and 7 foot rear yard variance for existing addition, that's the screened-in porch that you're talking about.

MR. DONNELLY: Mike, do you know if the deck fails too? I only know what the client told me she thought there was a setback issue on the deck as well.

MR. TORLEY: If the addition is back as far or further than the deck than it would so yes, if the enclosed addition is deeper into the setback than the deck is, then it doesn't matter.

MR. DONNELLY: One may have been assigned but I wanted to make sure that we do in fact apply for both of them because I think we need them.

(Whereupon, Mr. Krieger entered the room.)

MR. TORLEY: We operate off the dimensions you give us so if--

MR. DONNELLY: I don't know what I gave you at all, I think Mr. Babcock was good enough to give the information.

MR. TORLEY: Maybe add in the deck as a separate variance to ensure that it is not.

MR. BABCOCK: I think you--

MR. TORLEY: So we've got the garage addition and the deck.

MR. KANE: Do we have a site plan.

MR. TORLEY: The deck appears to be--

MR. BABCOCK: I have it here, the deck is the same distance as the rear addition.

MR. KANE: Should we formalize that, include the deck in with the addition if it's on the same line or--

MR. BABCOCK: What we can do is say the deck and addition cause the numbers will be the same.

MR. MC DONALD: They share a back line.

MR. KANE: This way we cover it in the paperwork.

MR. DONNELLY: So, do you have the information that you need for the hearing notice and Mike, is there anything I need?

MR. TORLEY: Gentlemen, any other questions?

MR. BABCOCK: No.

MR. KANE: Yes, I move that we set up a public hearing for Veronica Harris for requested variances at 11 Forge Hill Road.

September 10, 2001

11

MR. MC DONALD: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. REIS	AYE
MR. TORLEY	AYE