

ZB# 03-15

Richard Dickerman

4-2-10

ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR
555 UNION AVENUE
NEW WINDSOR, N.Y. 12553

APPROVED

5/12/03

#03-15 DICKERMAN, R.
51 ONA LANE (4-2-10) AREA

APPLICATION FEE (DUE AT TIME OF FILLING OF APPLICATION)

FILE # 03-15 TYPE: AREA _____ USE _____

APPLICANT: Richard Dickerman

New Address: 3624 James Drive
Endwell, NY 13760

TELE: 607-754-4943

RESIDENTIAL:	<u>\$50.00</u>	CHECK # <u>1418</u>
COMMERCIAL:	\$150.00	CHECK # _____
INTERPRETATION:	\$150.00	CHECK # _____
ESCROW:	\$500.00 ^{300.00}	CHECK # <u>1419</u>

DISBURSEMENTS:

	MINUTES \$4.50 PER PAGE	ATTORNEY FEES \$35.00 / MEETING
PRELIM..... ^{4/14}	\$ <u>13.50</u>	\$ <u>35.00</u>
2 ND PRELIM.....	_____	_____
3 RD PRELIM.....	_____	_____
PUB HEARING..... ^{5/12}	\$ <u>13.50</u>	\$ <u>35.00</u>
PUB HEARING (CON'T)...	_____	_____
TOTAL	\$ <u>27.00</u>	\$ <u>70.00</u>

OTHER CHARGES:..... \$ _____



ESCROW POSTED:	\$ <u>300.00</u>
AMOUNT DUE:	\$ _____
REFUND DUE:	\$ <u>203.00</u>

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
OFFICE
845-563-4615**

MEMORANDUM

TO: LARRY REIS, COMPTROLLER
FROM: MYRA MASON, SECRETARY TO THE ZONING BOARD
DATE: 07-15-2003
SUBJECT: ZBA FILE #03-15 - DICKERMAN

**PLEASE ISSUE A CHECK IN THE AMOUNT OF \$ 203.00 TO CLOSE OUT
ESCROW FOR:**

ZBA FILE #03-15
NAME: RICHARD DICKERMAN
ADDRESS: 3624 JAMES DRIVE
ENDWELL, NY 13760

THANK YOU,
MYRA



**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
RECORD OF CHARGES & PAYMENTS**



FILE #03-15 TYPE: AREA

APPLICANT:
RICHARD DICKERMAN

TELEPHONE:

RESIDENTIAL:	\$ 50.00	CHECK #1418
COMMERCIAL	\$ 150.00	CHECK #
INTERPRETATION	\$ 150.00	CHECK #

ESCROW: RESIDENTIAL \$300.00 CHECK #1419

* * * * * * * * * * * * *

<u>DISBURSEMENTS:</u>		<u>MINUTES</u> \$4.50 / PAGE	<u>ATTORNEY</u> <u>FEE</u>
PRELIMINARY:	<u>3</u>	PAGES	\$ <u>13.50</u>
2 ND PRELIMINARY:	<u> </u>	PAGES	\$ <u> </u>
PUBLIC HEARING:	<u>3</u>	PAGES	\$ <u>13.50</u>
PUBLIC HEARING:	<u> </u>	PAGES	\$ <u> </u>
	TOTAL:		
		\$ <u>27.00</u>	\$ <u>70.00</u>

* * * * * * * * * * * * *

ESCROW POSTED:	\$ 300.00
LESS: DISBURSEMENTS:	\$ <u>97.00</u>
AMOUNT DUE:	\$ <u> </u>
REFUND DUE:	\$ <u>203.00</u>

L.R. 7/15/03 @



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

OFFICE OF THE ZONING BOARD OF APPEALS

August 12, 2003

Alan R. Lewis, Attorney
425 Robinson Avenue
Newburgh, NY 12550

SUBJECT: DICKERMAN, RICHARD - REQUEST FOR VARIANCE #03-15

Dear Mr. Lewis:

Please find enclosed two copies of the Formal Decision for your case before the Zoning Board of Appeals. Please keep these copies in your records for future reference if needed.

If you are in need of any further assistance or have any questions in this matter, please feel free to contact me at the above number.

Very truly yours,

Myra Mason, Secretary to the
NEW WINDSOR ZONING BOARD

MLM:mlm

In the Matter of the Application of

MEMORANDUM OF
DECISION GRANTING

RICHARD DICKERMAN

AREA

CASE #03-15

WHEREAS, Richard Dickerman , owners of 51 Ona Lane, New Windsor, New York, 12553, has made application before the Zoning Board of Appeals for a/an 7 foot front yard setback for existing one family dwelling; and

WHEREAS, a public hearing was held on the May 12th, 2003 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant was represented by Mr. Alan Lewis, Esq. appearing on behalf of this Application; and

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

WHEREAS, no one spoke in favor of or in opposition to the Application; and

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

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

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The Evidence presented by the Applicant showed that:
 - (a) The property is a single-family residential property located in a neighborhood of single-family residential properties.
 - (b) When constructed in approximately 1967, the house was placed closer to the front yard setback line than is required.
 - (c) The house visually does not project closer to the road than other homes in the neighborhood.

(d) There have been no complaints, formal or informal, about the home since its construction.

(e) The location of the house does not divert the flow of drainage or create any 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 variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variance requested is not substantial in relation to the Town regulations.
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 variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance is appropriate and is the minimum variance 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.

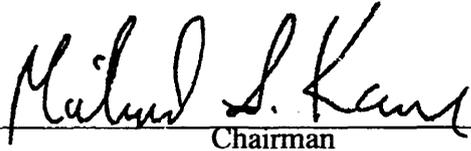
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 7 foot front yard setback for existing one family dwelling as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

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

Dated: July 15, 2003


Chairman

PUBLIC HEARINGS:

RICHARD DICKERMAN (03-15)

Alan Lewis, Esq. appeared before the board for this proposal.

MR. TORLEY: Is there anyone in the audience besides the applicants who may wish to speak on this matter? Let the record show there's none. Before you start, got your letters?

MS. MASON: On the 29th day of April, 27 envelopes containing the public hearing notices were mailed out.

MR. TORLEY: Fine.

MR. REIS: Any responses?

MS. MASON: No.

MR. TORLEY: Okay.

MS. MASON: Yes, there is one, I received one in the mail today from Phyllis Larkin who did write in that she has no objection to the variance.

MR. REIS: Thank you very much.

MR. TORLEY: Yes, sir?

MR. LEWIS: Yes, good evening, my name is Alan Lewis. As you know, I'm counsel for Dr. Richard Dickerman. Dr. Dickerman sends his regards and his regrets at not being able to be here personally but he has already moved upstate and his wife is ill and he was unable to attend. The variance requested is basically for a 28 foot setback where a 35 foot front yard setback is required. The house was built as it stands now in 1967. It was, we understand, the third house on the block and all of the other houses are similar in character. Granting the variance certainly would not affect any change whatsoever upon the character of the neighborhood. It's been like that since 1967 and it is similar to the other existing structures. The only

reason that the need for a variance arose is because the house is under contract to be sold and in the title company's investigation and in preparing the necessary documents, it was developed that there's a non-conformity, so we're here to address that at this time. It won't change the runoff or result in any trees being cut down and certainly it's been that way since 1967, so I don't think that anyone could claim that it would in any way change the character of the neighborhood if this variance were granted. On the otherhand, the applicant would have an undue hardship because there's no other way to possibly have the house sold unless the variance is granted so that the non-conforming front yard setback would be eliminated.

MR. KANE: Does the house as it currently stands project closer to the road than other homes in the neighborhood?

MR. LEWIS: No.

MR. KANE: To your knowledge, has there been any complaints formally or informally about the home?

MR. LEWIS: No, not to our knowledge.

MR. TORLEY: When was the house built?

MR. KANE: '67, one year.

MR. REIS: Off the record.

(Discussion was held off the record)

MR. KANE: As absurd as it sounds, there was no creation of water hazards or runoffs from the home over all these years?

MR. LEWIS: No.

MR. REIS: Accept a motion?

MR. TORLEY: If there are no other questions.

May 12, 2003

23

MR. REIS: I make a motion that we grant Mr. Dickerman his requested variance for his Ona Lane property.

MR. KANE: Second the motion.

ROLL CALL

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



RESULTS OF Z.B.A. MEETING OF: May 12, 2003

PROJECT: _____ ZBA # _____
P.B.# _____

USE VARIANCE: NEED: EAF _____ PROXY _____

LEAD AGENCY: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

NEGATIVE DEC: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

PUBLIC HEARING: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

APPROVED: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
~~MCDONALD~~ _____
REIS _____ CARRIED: Y _____ N _____
KANE _____
TORLEY _____

PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES yes

VARIANCE APPROVED: M) Reis S) K VOTE: A 4 N 0.
RIVERA A
~~MCDONALD~~ _____ CARRIED: Y ✓ N _____
REIS A
KANE A
TORLEY A

Large empty rectangular box with horizontal lines, likely for additional notes or signatures.

PUBLIC HEARING NOTICE
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. 03-15

Request of RICHARD DICKERMAN

for a VARIANCE of the Zoning Local Law to Permit:

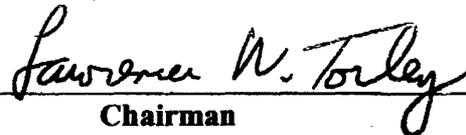
Request for 7 ft. Required Front Yard Setback for existing one-family house.

being a VARIANCE of Section R-4 Bulk Tables E-8

for property located at: 51 Ona Lane

known and designated as tax map Section 4 Block 2 Lot 10

PUBLIC HEARING will take place on May 12th, 2003
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York
beginning at 7:30 P.M.


Chairman

TOWN OF NEW WINDSOR REQUEST FOR NOTIFICATION LIST

DATE: 04-15-2003 PROJECT NUMBER: ZBA# 03-15 P.B. # _____

APPLICANT NAME: RICHARD DICKERMAN

PERSON TO NOTIFY TO PICK UP LIST:

ALAN LEWIS, ATTY.
425 ROBINSON AVENUE
NEWBURGH, NY 12550

TELEPHONE: 561-2727

TAX MAP NUMBER: SEC. 4 BLOCK 2 LOT 10
SEC. _____ BLOCK _____ LOT _____
SEC. _____ BLOCK _____ LOT _____

PROPERTY LOCATION: 51 ONA LANE
NEW WINDSOR, NY

THIS LIST IS BEING REQUESTED BY:

NEW WINDSOR PLANNING BOARD: _____

SITE PLAN OR SUBDIVISION: (ABUTTING AND ACROSS ANY STREET) _____

SPECIAL PERMIT ONLY: (ANYONE WITHIN 500 FEET) _____

AGRICULTURAL DISTRICT:
(ANYONE WITHIN THE AG DISTRICT WHICH IS WITHIN 500'
OF SITE PLAN OR SUBDIVISION PROJECT) _____



NEW WINDSOR ZONING BOARD XX

LIST WILL CONSIST OF ALL PROPERTY WITHIN 500 FEET OF PROJECT XX



AMOUNT OF DEPOSIT: 25.00 CHECK NUMBER: 1182

TOTAL CHARGES: _____



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessor's Office

April 16, 2003

Alan Lewis, Attorney
425 Robinson Avenue
Newburgh, NY 12550

Re: 4-2-10 ZBA#03-15 Richard Dickerman

Dear Mr. Lewis:

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 \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's Office.

Sincerely,

J. Todd Wiley, IAO
Sole Assessor

JTW/lrd
Attachments

CC: Myra Mason, ZBA

4-2-7.1
Newburgh Enlarged School District
Attn: E. Phillips
124 Grand Street
Newburgh, NY 12550 ✓

4-2-11.37
Anthony Martelli
39 Ona Lane
New Windsor, NY 12553 ✓

8-4-11.1
William & Jan Bosserdet
242 Summit Drive
New Windsor, NY 12553 ✓

4-2-9
Orange Temple Development Corp.
385 Union Avenue
Brooklyn, NY 11211 ✓

4-2-11.39
Michael & Irene Fringuello
54 Park Hill Drive
New Windsor, NY 12553 ✓

8-4-11.2
County of Orange
255-275 Main Street
Goshen, NY 10924 ✓

4-2-11.1
Phyllis Larkin
32 Ona Lane
New Windsor, NY 12553 ✓

4-2-11.4
Peter & Victoria Sorriento
52 Park Hill Drive
New Windsor, NY 12553 ✓

8-4-12
Robert Freer
28 Ona Lane
New Windsor, NY 12553 ✓

4-2-11.2
Robert & Mary Suphan
30 Ona Lane
New Windsor, NY 12553 ✓

4-2-11.41
Michael & Carol Schwartz
50 Park Hill Drive
New Windsor, NY 12553 ✓

8-5-10
Robert & Francine Schulze
26 Ona Lane
New Windsor, NY 12553 ✓

4-2-11.31
Marcia Barracks
49 Ona Lane
New Windsor, NY 12553 ✓

4-2-11.42
Stephen & Sherri Danny
48 Park Hill Drive
New Windsor, NY 12553 ✓

8-5-11
Thomas & Phyllis Rycroft
233 Summit Drive
New Windsor, NY 12553 ✓

4-2-11.32
Janice Olsen
55 Park Hill Drive
New Windsor, NY 12553 ✓

4-2-11.43
Michael Zurl
46 Park Hill Drive
New Windsor, NY 12553 ✓

8-5-12
Leonard & Arlene Revitz
231 Summit Drive
New Windsor, NY 12553 ✓

4-2-11.33
Felicia Graham
41 Ona Lane
New Windsor, NY 12553 ✓

4-2-11.48
Angelo & Antonia Valletta
53 Park Hill Drive
New Windsor, NY 12553 ✓

State of New York C/o Colin M. Campbell
Office of the State Comptroller
Bureau of Financial Administration
5th Floor, A.E. Smith Building
Albany, NY 12226 (35-1-27) ✓

4-2-11.34
Victor & Irene Di Cesare
43 Ona Lane
New Windsor, NY 12553 ✓

4-2-21.23
RPA Associates, LLC
C/o AVR Realty Company
1 Executive Boulevard
Yonkers, NY 10701 ✓

4-2-11.35
Jesus & Kimberly Rivera
47 Ona Lane
New Windsor, NY 12553 ✓

8-4-9
John & Tina Petutis
238 Summit Drive
New Windsor, NY 12553 ✓

27

4-2-11.36
James & Sabrina Roe
45 Ona Lane
New Windsor, NY 12553 ✓

8-4-10
Rene Janofsky
240 Summit Drive
New Windsor, NY 12553 ✓



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

ZONING BOARD OF APPEALS

May 6, 2003

Alan R. Lewis, Atty.
425 Robinson Avenue
Newburgh, NY 12550

SUBJECT: REQUEST FOR VARIANCE #03-15 - DICKERMAN, RICHARD

Dear Mr. Lewis:

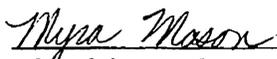
This is just a reminder that your Public Hearing before the Zoning Board of Appeals for your requested variance at:

51 Ona Lane
New Windsor, NY

is scheduled for the May 12th, 2003 agenda.

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have any questions or concerns in this matter, please feel free to contact me.

Very truly yours,



Myra Mason, Secretary
Zoning Board of Appeals

MLM:mlm

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

RECEIPT OF ESCROW RECEIVED:

DATE RECEIVED: 04-14-2003

FOR: #03-15

FROM: **RICHARD DICKERMAN**

NEW ADDRESS: 3624 JAMES DRIVE

ENDWELL, NY 13760

CHECK NUMBER: 1419

AMOUNT: 300.00

RECEIVED AT COMPTROLLER'S OFFICE BY:



4.22.03

NAME

DATE

PLEASE RETURN SIGNED COPY TO MYRA FOR FILING

THANK YOU

PRELIMINARY MEETINGS

RICHARD DICKERMAN (#03-15)

MR. KANE: Request for 7 ft. required front yard setback for existing one-family home on Ona Lane in R-4 zone.

Alan Lewis, Esq. appeared before the board for this proposal.

MR. LEWIS: My name is Alan Lewis, I'm the attorney for Dr. Richard Dickerman. This is an application for a 7 foot front setback variance. Although it's our understanding that when the house was built, it was in compliance with all existing codes and regulations. Dr. Dickerman bought it in August of 1981 and we haven't been able to find exactly what the problem was in terms of a zoning problem at that time. We're prepared to go forward with the variance if we're requested but if it was in compliance with the existing codes at the time it was built, I would ask that it simply be grandfathered in and that a C.O. be issued so that he can proceed with the sale of property.

MR. KANE: I think the only way we could grandfather something in is if they preceded zoning altogether, if not, we need to clear it up with a variance.

MR. KRIEGER: Yes, if it was in compliance that's understandable but if there was no C.O. granted, the compliance measured at the time the C.O. is issued, it's the problem, I was sort of waiting to listen to hear what the problem was.

MR. KANE: Mike, can you shed any light on this? Do they have an existing C.O. for the house?

MR. BABCOCK: I don't think they would be here, Mr. Chairman, if they had, I'm searching the file right now. Yeah, they're renewing a building permit for the existing house. Apparently, the existing house doesn't have a C.O. It was built in 1967.

MR. KANE: The house itself was built in '67?

MR. BABCOCK: Yes.

MR. KANE: Zoning was '66?

MR. BABCOCK: Yes.

MR. KANE: Since '67 they just kept renewing the permit or they just built the house and let it ride?

MR. BABCOCK: Yes, just forgot to get a C.O., never was issued a C.O. or really don't know what the reason was.

MR. KANE: Okay, the best in my opinion, Andy can correct me, the best that I can see is to go ahead and proceed to get the variance and clear everything up since we're not exactly sure who was at fault and I don't think there's anything we can do one way or the other about it. We need to get a C.O. on the building, to do that, we need a variance on the front yard setback, correct?

MR. BABCOCK: Correct.

MR. LEWIS: We'll proceed as quickly as possible.

MR. REIS: If you can bring pictures, it would be helpful.

MR. LEWIS: I think they were submitted with the application. Anything else that you need, just let me know, I can leave you my card and we'll be happy to move on this as quickly as possible. There's a pending contract of sale of the property, this is why this situation even came to light and we're concerned that if too long a time transpires, we may lose the prospective purchaser.

MR. KANE: If the board sets you up for a public hearing, the speed of that will be up to you with getting the requirements done and the paperwork in.

MR. REIS: Accept a motion?

MR. KANE: Yes, I will.

April 14, 2003

5

MR. REIS: I make a motion that we set Mr. Richard Dickerman up for his required variance at Ona Lane.

MR. MC DONALD: Second it.

ROLL CALL

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

ZBA #03-15

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

**RECEIPT
#374-2003**

04/21/2003

Dickerman, Margaret

**Received \$ 50.00 for Zoning Board Fees, on 04/21/2003. Thank you for
stopping by the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**



RESULTS OF Z.B.A. MEETING OF: April 17, 2003

PROJECT: Richard Dickerman

ZBA # 03-15
P.B.#



USE VARIANCE: NEED: EAF _____ PROXY _____

LEAD AGENCY: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

NEGATIVE DEC: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

PUBLIC HEARING: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____

APPROVED: M) _____ S) _____ VOTE: A _____ N _____
RIVERA _____
MCDONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
TORLEY _____



ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) R S) M VOTE: A 4 N 0
RIVERA A _____
MCDONALD A _____
REIS A _____
KANE A _____
~~TORLEY~~ _____
CARRIED: Y N _____

PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES _____

VARIANCE APPROVED: M) _____ S) _____ VOTE: A _____ N _____

RIVERA _____
MC DONALD _____ CARRIED: Y _____ N _____
REIS _____
KANE _____
~~TORLEY~~ _____

House built in 1967 (Zoning began 1966)

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) 563-4615 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: MARCH 13, 2003

APPLICANT: RICHARD DICKERMAN
51 ONA LANE
NEW WINDSOR, NY 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: March 13, 2003

FOR : ONE FAMILY HOUSE

LOCATED AT: 51 ONA LANE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 4 BLOCK 2 LOT 10

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING ONE FAMILY HOUSE DOES NOT MEET MIMIMUM 35FT. FRONT YARD SET-BACK

COPY


BUILDING INSPECTOR

PERMITTED 35FT.

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: E-8 BULK TABLES

MIN. LOT AREA:

MIN LOT WIDTH:

REQ=D.. FRONT YD:

28FT.

7FT.

REQ=D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ=D REAR YD:

REQ=D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

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

03-15

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 those listed below it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be re-inspected after correction.

RECEIVED

NOV 21 2002

Town of New Windsor Md. Dept.

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 pond 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 #: 2002-1285

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

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

✓ Owner of Premises: RICHARD & MARGARET DICKERMAN

✓ Address: 51 OYA LANE Phone #: 562-8371

✓ Mailing Address: NEW WINDSOR, MD. 12553 Fax # _____

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. _____
(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 4 Block 2 Lot 10

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# 37 for a

✓ 6. Is this a corner lot? NO

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

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

Number of bedrooms 4 Baths 2 1/2 Toilets 3 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

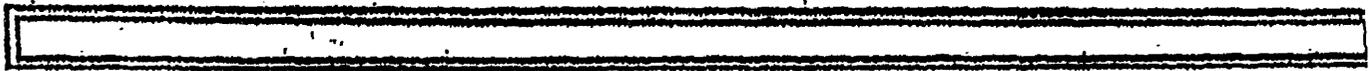
03-15

____/____/____
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 Liel & Louis Kryochear
New Windsor Town Hall
655 Union Avenue
New Windsor, New York 12553
(845) 863-4818
(845) 863-4885 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.

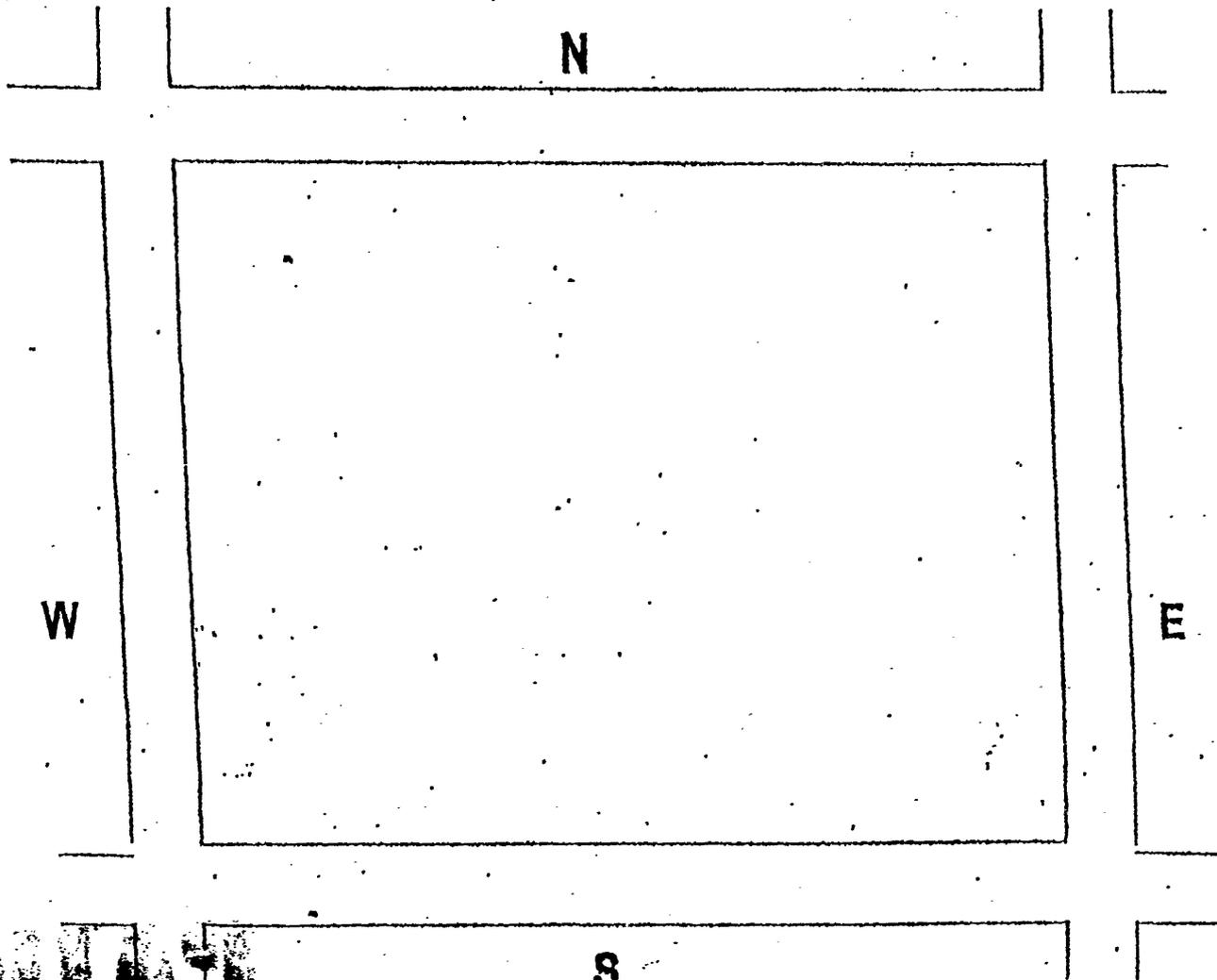
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein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

✓ Richard M. Ovesman 51 OMA LANE NEW WINDSOR, NY 12553
(Signature of Applicant) (Address of Applicant)

✓ Richard M. Ovesman 51 OMA LANE NEW WINDSOR NY 12553
(Owner's Signature)

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.



MARGARET L. DICKERMAN
RICHARD M. DICKERMAN
51 ONA LN. 845-562-8371
NEW WINDSOR, NY 12553

1419

Date April 7, 2005 29-7003/2213
468

Pay to the
Order of Town of New Windsor \$ 300.00
Three hundred and no/100 Dollars

CHARTER ONE
BANK

Newburgh/Aldtown Branch

For CARROW FEE

Richard M Dickerman

⑆ 221370030⑆ ⑆ 4680008004 ⑆ 1419

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GUARDIAN® SAFETY BLUE WEB

MARGARET L. DICKERMAN
RICHARD M. DICKERMAN
51 ONA LN. 845-562-8371
NEW WINDSOR, NY 12553

1182

Date April 2, 2005 29-7003/2213
468

Pay to the
Order of Town of New Windsor \$ 25.00
Twenty Five and no/100 Dollars

CHARTER ONE
BANK

Newburgh/Aldtown Branch

For Donor for Henry Lee

Richard M Dickerman

⑆ 221370030⑆ ⑆ 4680008004 ⑆ 1182

©Charter American

GUARDIAN® SAFETY BLUE WEB

MARGARET L. DICKERMAN
RICHARD M. DICKERMAN
51 ONA LN. 845-562-8371
NEW WINDSOR, NY 12553

1418

Date April 7, 2005 29-7003/2213
468

Pay to the
Order of The Town of New Windsor \$ 50.00
Fifty and no/100 Dollars

CHARTER ONE
BANK

Newburgh/Aldtown Branch

For ZOMBIE VAC. MIA. FEES

Richard M Dickerman

⑆ 221370030⑆ ⑆ 4680008004 ⑆ 1418

©Charter American

GUARDIAN® SAFETY BLUE WEB

ALAN R. LEWIS

**ATTORNEY AND
COUNSELLOR-AT-LAW**

**ALAN R. LEWIS
JOHN G. CAULFIELD**

April 1, 2003

**425 ROBINSON AVENUE
NEWBURGH, NEW YORK 12550
845-561-2727
FAX 561-6961
E-mail: ARLewisEsq@aol.com**

**Ms. Myra Mason
Town of New Windsor ZBA Office
Town Hall, Town of New Windsor
555 Union Avenue
New Windsor, New York 12553**

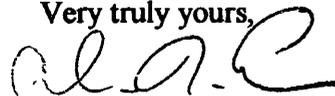
**Re: Dickerman to Willis
51 Ona Lane
Our File No. 1061.01**

Dear Myra:

Pursuant to telephone conversation with my office, enclosed please find copy of the deed, copy of Contract of Sale and title report in connection with the 51 Ona Lane property owned by Richard M. Dickerman.

Thank you for your courtesies and cooperation.

Very truly yours,



ALAN R. LEWIS

**ARL/dcp
Encls.**

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association

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 LANGUAGE").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless this 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 casualty loss upon taking possession of the Premises before the title closing.

Residential Contract of Sale

Contract of Sale made as of **February 2003** BETWEEN

RICHARD M. DICKERMAN,
Address: **51 Ona Lane, New Windsor, NY 12553**
Social Security Number/Fed. I. D. No(s):

hereinafter called "Seller"

JAMES H. WILLIS AND MARION E. WILLIS,
Address: **158 Fields Lane, Peekskill, NY 10566**
Social Security Number/Fed. I. D. No(s):

hereinafter called "Purchaser"

The parties hereby agree as follows:

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: **51 Ona Lane**

Tax Map Designation: **Section 4 Block 2 Lot 10**

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including 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 shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall-to-wall carpeting and built-ins not excluded below (strike out inapplicable items). ceiling fan, attic fan.

interest at the rate of _____ percent per annum, in monthly installments of \$ _____ which include principal, interest and escrow amounts, if any, and with any balance of principal due and payable on

(b) To the extent that any required payments are made on existing mortgage between the date hereof and Closing to reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage shall be made between the date hereof and Closing.

(c) If there is a mortgagee escrow account, Seller shall assign to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fee for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Property Law it may, instead of the certificate, furnish a statement signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage note secured thereby and any extensions and modifications thereof; (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

Excluded from this sale are furniture and household furnishings
and

3. Purchase Price. The purchase price is

\$ 275,000.00

payable as follows:

(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):

\$ 24,000.00

~~(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed:~~

\$ 1,000.00

~~(c) by a purchase money note and mortgage from Purchaser to Seller:~~

\$

(d) balance at Closing in accordance with paragraph 7:

\$ 225,000.00

~~4 Existing Mortgage. (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:~~

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable with~~

~~4 Purchase Money Mortgage. (Delete if inapplicable) If the to be a purchase money mortgage as indicated in paragraph above:~~

~~(a) The purchase money note and mortgage shall be drawn the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ for its preparation.~~

~~(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or conditions of the existing mortgage, provided that (i) the interest thereof shall not be greater than percent per annum the total debt service thereunder shall not be greater than \$ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid the existing mortgage at the time of placing such new mortgage, consolidated mortgage, the excess be paid to the holder of the purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreement further to effectuate such subordination.~~

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall (not) (Delete if inapplicable) hold the Downpayment in an interest-bearing account for the benefit

the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay the income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

7. Acceptable Funds. All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00;

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$ _____; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Contingency. (*Delete if inapplicable*) (a) The obligations of Purchaser hereunder are conditioned upon issuance on or

Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or any other commitment accepted by Purchaser) and shall Seller with a copy thereof promptly after receipt thereof. Such commitment is not issued on or before the Commitment Date unless Purchaser has accepted a commitment that does not contain the requirements set forth above, Purchaser may cancel this commitment by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and after neither party shall have any further rights against, or obligations to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to be entitled to a refund of the Downpayment by reason of the contingency contained in this paragraph. (*Delete if inapplicable*) (b) Purchaser and Seller shall cooperate in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker) and the prompt giving of Notice by Purchaser to Seller of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in paragraph 8(a)(v) and (vi) of this contract.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and land use, historic or wetlands designation, provided that they are not in conflict with the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

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

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey excepted or set forth in a Rider attached.

10. Governmental Violations and Orders. (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority over lands, housing, buildings, fire, health, environmental and other conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with all authorizations necessary to make the searches that could disclose these matters.

(b) (*Delete if inapplicable*) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) 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");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past _____ years, *except*

✓ before March 10, 2003, (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ 220,000.00 or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed _____ or initial adjustable rate

of interest not to exceed _____ for a term of at least _____ years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans. Purchaser shall (i) make prompt application to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, (v) cooperate in good faith with such Institutional Lender to obtain such commitment and (vi) promptly give Notice to Seller of the name and address of each

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, or as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representative, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. **Insurable Title.** Seller shall give and Purchaser shall accept such title as any New York Title Company

shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. **Closing, Deed and Title.** (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a bargain and sale

deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

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

15. **Closing Date and Place.** Closing shall take place at the office of Alan R. Lewis, Esq., 425 Robinson Avenue, Newburgh, New York

at 10:00 o'clock on ~~February~~ ^{or about March} 12, 2003
or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of

16. **Conditions to Closing.** This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) 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 one family dwelling at the date of Closing.

(c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale

required by law or by this contract to pay such transfer record tax, together with any required tax returns deducted and sworn to, and such party shall cause any such and returns to be delivered to the appropriate officer after Closing. The obligation to pay any additional tax agency and any interest or penalties thereon shall survive Closing. ~~Seller will pay transfer tax~~

18. **Apportionments and Other Adjustments; Water Meter Installment Assessments.** (a) To the extent applicable, the closing shall be apportioned as of midnight of the day before of Closing:

(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; ~~(iii) interest on the mortgage; (iv) premiums on existing transferable fire policies and renewals of those expiring prior to Closing; (v) charges;~~ (vi) rents as and when collected.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate of the immediately preceding fiscal period applied to the assessed valuation.

(c) If there is a water meter on the Premises, Seller shall cause a reading to be taken on a date not more than 30 days before Closing; and any meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date 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 then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments and other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. **Allowance for Unpaid Taxes, etc.** Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and rents, together with any interest and penalties thereon to the extent not less than five business days after Closing, provided that all bills therefor computed to said date are produced at Closing.

20. **Use of Purchase Price to Remove Encumbrances.** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash proceeds of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording and filing said instruments. As an alternative Seller may deposit with the title insurance company employed by Seller monies with the title insurance company employed by Seller acceptable to and required by it to assure their discharge but only if the title insurance company will insure Purchaser clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given less than 3 business days before Closing, Purchaser shall prepare separate certified or official bank checks as requested to

shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing.

(d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(e) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.

(f) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

(g) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(h) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party

clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitation of Liability. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to a mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to the Premises in accordance with this contract, or Purchaser has a valid ground for refusing to close, whether by reason of an encumbrance or other objections to title or otherwise (hereinafter collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter provided, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy or discharge or comply with such Defects or to cancel this contract. (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon written Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by written Notice to the other given within 10 days after such adjournment. (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate as of the date of cancellation and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise.

wise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, 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 an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any real estate broker in connection with this sale other than Century 21 ABS Realty Corp.

("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Richard M. Dickerman

Richard M. Dickerman

Seller

James H. Willis
James H. Willis

Purchaser

Marion E. Willis

Marion E. Willis

Purchaser

Jonathan Kopald, Esq.
Attorney for Purchaser:

Law Office of Alan R. Lewis
Attorney for Seller:

425 Robinson Avenue
Newburgh, New York 12550
Address:

189 Main Street
Highland Falls, New York 10928
Address:

Tel.: 845-561-2727 Fax: 845-561-6961

Tel.: 845-446-4764 Fax: 845-446-4788

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

Escrowee

Contract of Sale

PREMISES

TITLE No.

RICHARD M. DICKERMAN

Section
Block
Lot

County or Town Town of New Windsor; Orange Count
Street Number Address 51 Ona Lane

TO

JAMES H. WILLIS AND MARION E. WILLIS

EPA and HUD Lead Paint Regulations: Owners of pre-1978 housing must disclose known lead-based paint hazards to purchasers. Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Information Booklet () 3142 Disclosure Form, Sale of Residence () 143WIN Disclosure form software

RIDER TO CONTRACT
Richard M. Dickerman
to
James H. Willis and Marion E. Willis

Notwithstanding anything to the contrary contained in the printed and/or preceding portion of this Contract, including anything typed or handwritten on the printed or typed portion of this Contract (hereinafter referred to as the "main agreement"), of which this addendum is hereby made a part, the Seller and the Purchasers agree as follows:

A. CONDITION OF PREMISES. The Purchasers agree to take title to said premises with the buildings and improvements in the same condition as exists at the time of the signing of this Contract or as of the time of the inspection of the premises by the Purchasers for this Contract, whichever is later, and the premises shall be conveyed in substantially the same such condition, reasonable wear and tear excepted. The Seller makes no warranty or representation concerning the condition of said premises, except as expressly set forth herein.

Notwithstanding the Property Condition Disclosure Act of 2002, the Purchasers expressly acknowledges that no representations have been made other than those set forth in this Contract and agree to accept the same "AS IS" on the date hereof, EXCEPT HOWEVER, Seller represent that the plumbing, heating and electrical systems will be in working condition on the date of Closing and the roof free of leaks.

Notwithstanding the Property Condition Disclosure Act of 2002, the Seller has not made and do not make any representations as to the physical conditions, income, expenses, operation or any other matter or thing affecting or relating to the aforesaid premises except as herein specifically set forth. The Purchasers hereby expressly acknowledges that no such representations have been made. The Purchasers have made a physical inspection of the premises prior to execution of this agreement and know the physical condition thereof and agree to take the premises "AS IS" in its present physical condition and the Seller have made no representation or warranty other than set forth herein with reference to physical condition. The Seller shall not be liable or bound in any way by any verbal or written statements, representations or information pertaining to the above premises furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein. All statements or agreements of the Seller or his agents either are, or shall be, deemed to be incorporated into this agreement.

B. EXTENDED TRAVEL FEE. If the closing takes place in Ulster or Rockland County, Purchasers agree to pay to Seller's attorney the sum of \$250.00 as an extended travel fee. If the closing takes place in any county other than Orange, Dutchess, Ulster or Rockland, the Purchasers agree to pay Seller's attorney the sum of \$350.00 as an extended travel fee. There shall be no extended travel fee if the closing takes place in

Dutchess or Orange counties. In no event will the closing take place more than 100 miles from the City of Newburgh, absent an express written agreement between the parties.

C. MERGER OF ALL UNDERSTANDINGS. All understandings and agreements heretofore had between the parties are merged in this contract, which alone fully expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Contract.

D. LIMITED WARRANTIES. The Seller represents and warrants, same not to survive the delivery of the Deed, that all plumbing (including septic system), electrical and heating systems and all major appliances included in this sale will be in good working order on the date title closes. This covenant shall not survive closing.

E. INSPECTION. The Purchasers have examined the exterior and interior of the premises which are the subject of this contract thereof and the Seller has not made and does not make any representations as to the physical condition, expenses, operation, use or occupancy or any other matter or thing affecting or related to the aforesaid premises, except as herein specifically set forth, and the Purchasers acknowledge that no such representations have been made and the Purchasers further acknowledge that he has inspected the premises and the personal property included in this sale and agrees to take the premises and personal property in their present condition and state of repair, except for such changes as may occur between the date of this contract and the closing of title by reason of ordinary wear and tear. Notwithstanding the above, systems will be in working order, the roof and the basement free from water leakage at the time of closing. Purchasers shall have the right, after reasonable notice to Seller, to inspect the premises immediately before closing of title.

F. ENGINEERS OR OTHER INSPECTIONS. The Purchasers, at their own cost and expense, shall have the right to have the premises inspected by a building inspector or inspection firm for any of the following:

- (a) Existence of a potable water supply adequate and fit for human consumption;
- (b) Presence of termites, carpenter ants or other such insect infestation;
- (c) Mechanical and structural conditions of the improvements on the subject premises;
- (d) Radon or any other radioactive substance;
- (e) Lead-based paint, urea or other forms of and types of potentially hazardous materials;

and in the event such inspections reveal or disclose an inadequate supply or contamination or other detrimental imbalance as to the water supply; the presence of

insect infestation or damage resulting from such infestation; or unsatisfactory mechanical or structural condition or conditions, then or in any such event the Purchasers shall provide the Seller a written report by the Purchasers and the Seller may thereupon and within ten (10) days of their receipt of any such report, At his option, agree to correct the conditions reported, or in the alternative, refund all monies paid on account of the purchase price hereof to the Purchasers whereupon this Agreement shall be deemed cancelled and of no further effect; provided, however, that such inspection(s) shall be accomplished and such report(s) shall be delivered to the Seller within twenty (20) days of the Purchasers' receipt of a fully executed copy of this contract.

✓
G. **CONDITION AT DELIVERY.** The Seller will deliver the premises vacant and broom clean, free of all rubbish, garbage, debris and waste. Seller's obligation to continue snow removal and customary maintenance of the exterior of the premises between the date of the contract and closing.

H. **CERTIFICATE OF OCCUPANCY.** The Seller shall produce a certificate of occupancy at the closing called for herein or a letter from the municipal agency having jurisdiction that no certificate of occupancy was required at the time the improvements to the premises were constructed and that none is required for the subject closing.

a. Seller shall request an inspection by the appropriate building inspector or municipal agency in order to obtain the Certificate of Occupancy, which request shall be made within ten days of the date of the signing of this Agreement, or within thirty days of the date of anticipated closing, whichever is later. In the event that substantial repair work is required in order to obtain the Certificate of Occupancy, Seller shall notify Purchaser of the work required and estimated cost. For the purpose of this sub-paragraph "substantial repair work" is defined as anything needed to be done in order to obtain the Certificate of Occupancy, which item or items have in the aggregate an estimated cost in excess of one percent of the selling price of the premises. If substantial repair work is required, the Seller may, at their sole option, elect to cancel this contract on ten days' notice to Purchasers. If, within ten days after the Seller notice of cancellation, the parties agree to an adjustment of the purchase price or the Purchasers agree to pay that portion of the estimated cost which is in excess of one percent of the sale price as set forth in this contract, then the sale shall take place with the monies adjusted as set forth hereinabove. If the Seller elect to cancel the contract, and the Purchasers do not exercise their option to agree to make payment of the estimated repair costs in excess of one percent of the purchase price as set forth above, then this contract shall without further notice be deemed terminated, Seller shall return all monies paid on account of this contract to the Purchasers and neither party shall have any further liability to the other.

I. **DOWN PAYMENT.** The down payment will be held in escrow by LAW OFFICE OF ALAN R. LEWIS ("Escrowee") as herein provided until closing or until a default hereunder by Purchasers, at which time it shall be delivered to Seller. If Seller default hereunder, the down payment shall be returned to the Purchasers. Escrowee shall deposit the escrow fund in his firm's IOLA trust account at M & T Bank, Route 9W and Chestnut Lane, Newburgh, New York, without interest. The Escrowee shall not be liable to either of the parties of any act or omission, except for bad faith or gross negligence,

K. OBJECTIONS TO TITLE. Purchasers shall notify Seller's attorney in writing by mail, of any objection to title at least ten (10) days before the closing of title. Seller shall be entitled to a reasonable adjournment of the closing date in order to clear any such objections to title, but if Seller is unable to clear such objections to title, Seller shall have the option to terminate this contract by notifying Purchaser's attorney in writing by mail of such termination. If such termination notice is sent, Seller shall simultaneously return the down payment made hereunder, without interest thereon, to Purchaser, and thereupon, this contract shall be null and void and neither Seller nor Purchaser shall have any further rights or obligations hereunder or to the other.

L. CONFLICTS WITH MAIN AGREEMENT. The provisions of this Rider supplement and are in addition to the provisions of the Main Agreement. In each instance in which a provision of this Rider shall contradict or be inconsistent with a provision of the main body of the Contract, the provision contained in this Rider shall govern and prevail.

M. NOTICES. If notice may be given or is required to be given by one party to the other pursuant to any provision of the Main Agreement or of this rider, then such notice shall be in writing and hand delivered and a receipt obtained; or it shall be mailed in a properly addressed and sealed envelope, postage prepaid, and mailed by Certified Mail, Return Receipt Requested, to both the party to whom the notice is directed and in addition, if said party is represented by counsel, a copy of said notice must be similarly delivered or posted to that party's counsel. Notice shall be deemed given on the date delivered (if hand delivered) or three calendar days after the date it is posted (if mailed).

N. ANTI-SPECIFIC PERFORMANCE. If the Seller shall be unable to convey good and marketable title subject to and in accordance with this Agreement, the sole obligation of the Seller shall be to refund the Purchasers' down payment made herein, without interest thereon, and to reimburse Purchasers for the cost of title examination actually incurred by Purchaser for the cost of title examination actually incurred by Purchasers which shall in no event exceed ~~\$2500~~ ^{\$1500 plus any departmental charges} and upon making of such refund, this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Agreement, and the lien, if any, of the Purchasers against the premises shall wholly cease. The Seller shall not be required to bring any action or proceeding or otherwise incur any expenses to render the title to the premises marketable. The Purchasers may, nevertheless, accept such title as the Seller may be able to convey without any further liability on the part of the Seller and without any abatement or reduction of the purchase price. The acceptance of a Deed by the Purchasers shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to this Contract.

Company may have expended

O. LIQUIDATED DAMAGES. If Purchasers shall default hereunder, the down payment paid by Purchasers to Seller on account of this Agreement may, at Seller option, be retained by Seller. In the event Seller elects to retain the down payment, both

and the parties hereby indemnify the Escrowee and hold the Escrowee harmless from any claims, damages, losses or expenses arising in connection therewith. The parties acknowledge that the Escrowee is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrowee shall not be bound to release and deliver the escrow fund to either party but may either continue to hold the escrow fund until Escrowee is directed in writing signed by all parties hereto or Escrowee may deposit the down payment with the Clerk of any Court of competent jurisdiction. Upon such deposit the Escrowee will be released from all duties and responsibilities hereunder.

The Escrowee shall not be required to defend any legal proceedings which may be instituted against it in respect of the premises or the subject matter of this agreement unless requested to do so by Purchasers or Seller and indemnified to its satisfaction against the cost and expense of such defense. Escrowee shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectibility of any check delivered in connection with this agreement. Escrowee shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

The parties agree that notwithstanding Escrowee's role as escrow agent, Escrowee shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

The parties agree that notwithstanding Escrowee's role as escrow agent, Escrowee may and does represent the Seller as legal counsel in connection with the subject matter of this agreement and otherwise.

J. MORTGAGE CONTINGENCY CLAUSE. This sale is conditioned upon the Purchasers obtaining a mortgage commitment for a conventional mortgage for a fixed term of not less than 30 years in the amount of \$220,000 at the prevailing interest rates permitted under the Laws of the State of New York at the time of the closing of title. Purchasers agree to promptly make application to a lending institution for such mortgage commitment. Purchasers further agrees to promptly make application to a lending institution for such mortgage commitment. Purchasers further agrees to notify Seller's attorney promptly of the result of such application for a mortgage loan. In the event that Seller's attorney has not been advised in writing within thirty (30) days of the date of this contract that the mortgage loan herein referred to has been approved by letter of commitment from a lending institution and a copy of said letter is not delivered to Seller's attorney, then Seller shall have the right to cancel this Contract. If the Contract is cancelled by reason of the inability of the Purchasers to obtain the loan as herein indicated, any monies paid on account of this Contract shall be refunded to the Purchasers, unless specifically stated otherwise herein.

In no event shall the Seller be responsible for the payment of any points or expenses or origination fees in connection with any mortgage being obtained to finance this purchase by the Purchasers.

parties shall be relieved and released of and from any further liabilities hereunder, and Purchasers expressly release any lien Purchaser may have against the property.*see below

P NON-ASSIGNMENT. The Purchasers shall not assign or otherwise transfer this Agreement without the prior written consent of Seller.

✓ **Q. NON-OFFER.** This document does not constitute an offer to sell by the Seller and is not to be construed as such, unless and until it is signed by Seller.

Prior to the seller being entitled to retain the down payment, seller must give written notice to the purchasers' attorney setting forth the nature of the default and purchasers shall have 14 days within which to correct such default.

Richard M. Dickerman
Richard M. Dickerman Seller

James H. Willis
James H. Willis, Purchaser

Marion E. Willis
Marion E. Willis Purchaser

POLICY OF TITLE INSURANCE



Issued by

american title insurance company

northeast region

PETER H. NEUMAN, P.C.
400 Gidney Avenue
P.O. Box 2687
Newburgh, New York 12550

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason or liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

american title insurance company

Vice President and
Regional Manager

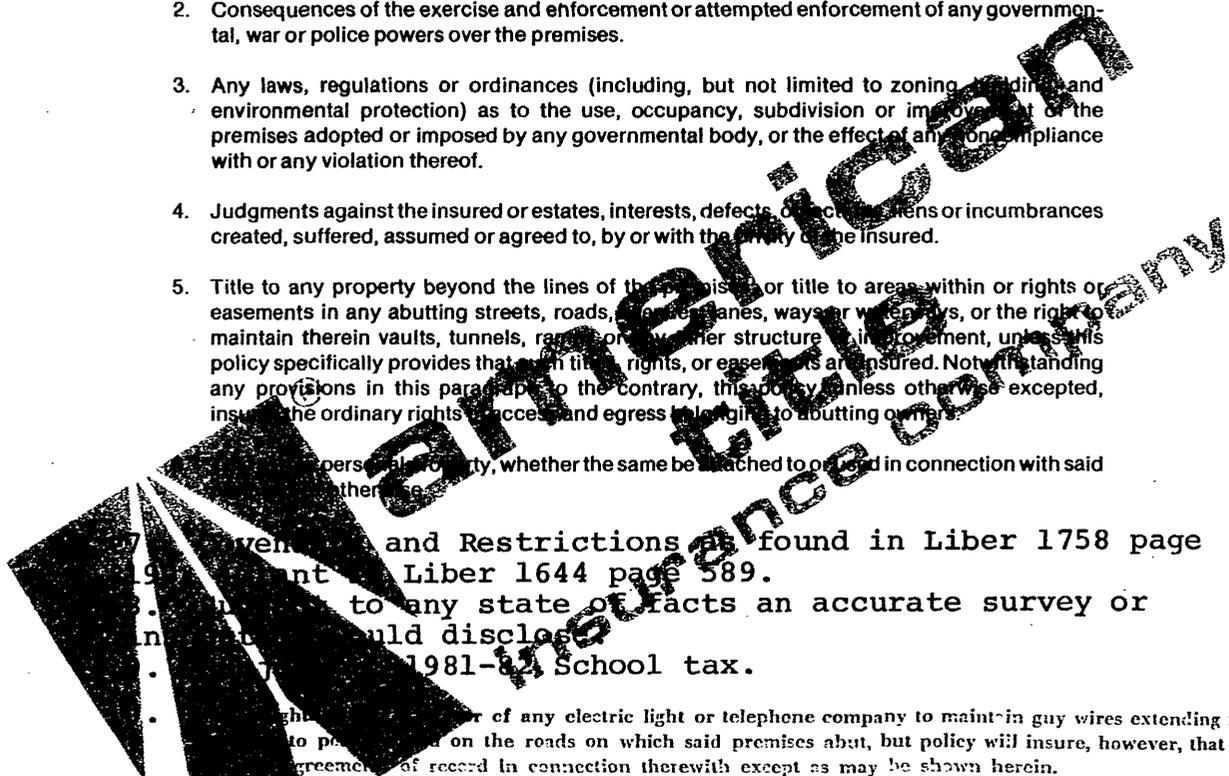


SCHEDULE B

TITLE NO. RD-33-9283

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or title to areas within or rights or easements in any abutting streets, roads, sidewalks, lanes, ways or water ways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such title, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.



personal property, whether the same be attached to or used in connection with said premises.

7. Easements and Restrictions as found in Liber 1758 page 589.
9. Easements as found in Liber 1644 page 589.
10. Any state of facts an accurate survey or map should disclose.
11. School tax.
12. Any right of any electric light or telephone company to maintain guy wires extending from said premises to poles on the roads on which said premises abut, but policy will insure, however, that there are no agreements of record in connection therewith except as may be shown herein.
11. Subsurface encroachments and easements, if any, including pipes and drains, and such rights as may exist upon said premises to maintain and repair the same, which do not appear of record.
12. The exact acreage of the premises herein will not be insured.
13. Riparian rights, if any, in favor of the premises herein are not insured.
14. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
15. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."

SCHEDULE "A"

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

BEGINNING at a point at the intersection of two stone walls, said point being the southwesterly corner of lands of John A. and James J. Petro; thence along said stone wall N 00°-04'-06" E 150.00' to a point, said point being in the right-of-way line of the proposed Ona Lane extension; thence along said right-of-way line S 89°-55'54" E 84.79' to a point; thence continuing along said right-of-way line on a curve to the left having a radius of 150.00', an arc of 31.31' and a chord of N 84°-05'-05" E 31.27' to a point; thence S 11°-53'56" E 141.53' to a point in a stone wall, said stone wall being the southerly boundary line of lands of aforementioned Petros; thence along said stone wall S 84°-15'-00" W 146.00' to the point or place of beginning.

CONDITIONS OF THIS POLICY

1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.



(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into

separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The

rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be affected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.

POLICY OF TITLE INSURANCE



american title insurance company

northeast region

EXECUTIVE OFFICES

360 LEXINGTON AVENUE, NEW YORK, N.Y. • (212) 687-5400

100 CLINTON STREET, BROOKLYN, N.Y. 11201 • (212) 852-4000

50 EAST OLD COUNTRY ROAD, MINEOLA, N.Y. 11501 • (516) 746-4800

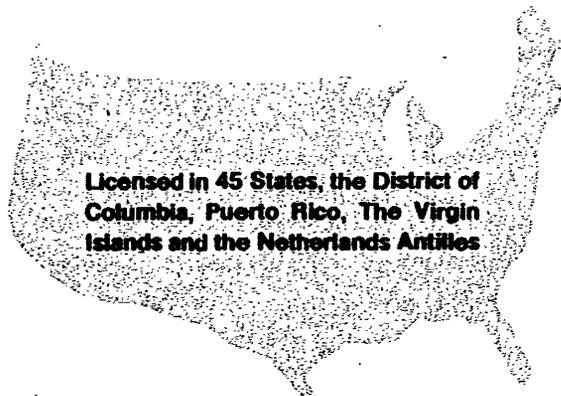
130 OSBORNE AVENUE, RIVERHEAD, N.Y. 11901 • (516) 727-5500

200 MAMARONECK AVENUE, WHITE PLAINS, N.Y. 10601 • (914) 946-1600

11 NORTH PEARL STREET, ALBANY, N.Y. 12207 • (518) 434-1104

20 SO. MAIN STREET, NEW CITY, N.Y. 10956 • (914) 634-3636

89-02 SUTPHIN BLVD., JAMAICA, N.Y. 11435 • (212) 526-0700



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Burgin & Co. Inc., 1122 Broadway, New York 10036

INDEX CODE
TIBER 2200 PG 442

JULIUS BLUMBERG, INC. - LAW BLANK PUBLISHER
80 EXCHANGE PL. AT BROADWAY, N. Y. C. 10

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

THIS INDENTURE, made the 6th day of August, nineteen hundred and Eighty-One
BETWEEN

MARIAN FISHER, residing at 51 Ona Lane, Town of New Windsor, Orange County, New York

party of the first part, and RICHARD M. DICKERMAN and MARGARET L. DICKERMAN, husband and wife, residing at 22 Carobene Court, Newburgh, New York

party of the second part.

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

ONE----- dollar

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

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

BEGINNING at a point at the intersection of two stone walls, said point being the southwesterly corner of lands of John A. and James J. Petro; thence along said stone wall N 00° - 04' - 06" E 150.00' to a point; said point being in the right-of-way of the proposed Ona Lane extension; thence along said right-of-way line S 89° - 55' - 54" E 84.79' to a point; thence continuing along said right-of-way line on a curve to the left having a radius of 150.00' an arc of 31.31', and a chord of N 84° - 05' - 05" E 31.27' to a point; thence S 11° - 53' 56" E 141.53' to a point in a stone wall, said stone wall being the southerly boundary line of lands of aforementioned Petros; thence along said stone wall S 84° - 15' - 00" W 146.00' to the point or place of beginning.

TOGETHER with a right-of-way over and upon Ona Lane extension.

BEING the same premises conveyed by Robert Thomas Fisher and Marian Fisher, husband and wife, to Marian Fisher, by deed dated April 21, 1978 and recorded in the Orange County Clerk's Office April 24, 1978 in Liber 2097 of deeds, at page 164.--

Subject to the restrictions contained in said deed, as follows:

1. That only one one-family residence dwelling shall ever be built upon a lot having a minimum area of 12,000 square feet, and only one garage for storage of not more than two automobiles shall be erected or built for use in connection with any such residence dwelling.

2. No building shall be erected nearer than 30 feet from the side line of the proposed roadway and no building shall be erected nearer than 10 feet of the lateral lines of any lot.

3. The premises shall be used for residence purposes only and no residence dwelling shall be erected thereon at a cost of more than \$12,000.00.

... of the proposed roadway and building shall be erected nearer than 10 feet of the lateral line of any lot.

3. The premises shall be used for residence and no residence dwelling shall be erected thereon of a value greater than \$12,000.00.

4. No chickens, fowl or animals may be kept or harbored upon the premises excepting a reasonable number of household pets.

5. Sewage disposal and water supply systems shall be installed or constructed by the purchasers in accordance with the regulations of the New York State Department of Health and the Town of New Windsor.

6. That no pens shall be constructed on the property for the purpose of confining dogs or cats.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 15 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

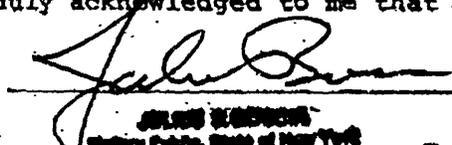
IN PRESENCE OF:


Marian Fisher (L.S.)

STATE OF NEW YORK,
COUNTY OF DUTCHESS, SS.:

On this 6th day of August, 1981, before me, the subscriber, personally appeared Marian Fisher to me personally known and known to me to be the same person described in and who executed the within Instrument, and she duly acknowledged to me that she executed the same.

LIBER 2200 pg 443


Notary Public, State of New York
Old Dutchess County #14 - 6335008
Commission Expires March 30, 1983

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came

LIBER 2200 pg 444

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

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came _____

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

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Marginal and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

SECTION
BLOCK
LOT
COUNTY OR TOWN

P-250
B-1
Hudson

TO

RETURN BY MAIL TO:

PETER H. NEUMAN, PR.
400 GIDNEY AVE
P.O. Box 2687
Newburgh, N.Y. Zip No. 12550

This space for use of Recording Office

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AUG 7 1981
TR: C COUNTY

County Clerk's Office, SA
subject on file
1987 at 3:50
in Liberated
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S. Murphy Clerk

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ORIGINAL
CONDITION**



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

ZONING BOARD OF APPEALS

April 9, 2003

Alan R. Lewis, Esq.
425 Robinson Avenue
Newburgh, NY 12550

SUBJECT: Richard Dickerman - Ona Lane

Dear Mr. Lewis:

This letter is to inform you that you have been placed on the April 14th, 2003 agenda for the Zoning Board of Appeals to discuss your request for a variance at:

Richard Dickerman
51 Ona Lane
New Windsor, NY

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have a problem with this time and/or date, please contact me at the above number and we will reschedule your appearance. If you have any further questions, please feel free to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Myra Mason". The signature is written in black ink and is positioned above a horizontal line.

Myra Mason, Secretary
Zoning Board of Appeals

MLM:mlm

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE - continued

VIII. AREA VARIANCE: (This information will be on your Building Department Denial form you receive)

Area Variance requested from New Windsor Zoning Local Law,

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

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area			
Min. Lot Width			
Reqd. Front Yd.			
Reqd. Side Yd.			
Reqd. Rear Yd.			
Reqd. St Front*		28'	7'
Max. Bldg. Hgt.			
Min. Floor Area*			
Dev. Coverage*			
Floor Area Ration**			
Parking Area			

*Residential Districts Only

**Non-Residential Districts Only

**PLEASE NOTE:
THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE
OF SUBMITTAL.**

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE - continued

- IX. In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

After reading the above paragraph, please describe why you believe the ZBA should grant your application for an Area Variance:

THIS HOUSE WAS ONE OF THE FIRST THREE HOUSES
BUILT IN THIS BLOCK AND ESTABLISHED THE CHARACTER OF THE NEIGHBORHOOD.
IT WAS IN COMPLIANCE WITH ALL REGULATIONS IN EFFECT AT THE TIME.
THE PRESENT ZONING REGULATIONS WERE NOT APPLICABLE AT THAT
TIME AND THE HOUSE SHOULD BE GRANDFATHERED. THE SETBACK ALSO
APPEARS THE SAME AS ALL OTHER HOUSES IN THE AREA.
GRANTING THE VARIANCE WILL HAVE NO EFFECT WHATSOEVER
ON THE NEIGHBORHOOD, THERE IS NO OTHER WAY OF ADDRESSING
THIS ISSUE. FAILURE TO GRANT A VARIANCE WOULD PREVENT
ANY FUTURE SALE OF THE HOUSE.

PLEASE NOTE:

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE
OF SUBMITTAL.**

XII. ADDITIONAL COMMENTS:

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

THE VARIANCE DOES NOT INVOLVE ANY CHANGES IN THE PROPERTY, APPROVAL WILL BE INVOLVED

XIII. ATTACHMENTS REQUIRED:

(TO BE DELIVERED BY ALAN NEWIS OFFICE)

- Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- Copy of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- Copies of signs with dimensions and location.
- Three checks: (each payable to the TOWN OF NEW WINDSOR)
 - One in the amount of \$ 300.00 or 500.00 , (escrow)
 - One in the amount of \$ 50.00 or 150.00 , (application fee)
 - One in the amount of \$ 25.00 , (Public Hearing List Deposit)
- Photographs of existing premises from several angles.

XIV. AFFIDAVIT.

STATE OF NEW YORK

) SS.:

COUNTY OF ORANGE)

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

Sworn to before me this:

2nd day of April 2003.

Richard M. Dwyer
Owner's Signature (Notarized)

RICHARD M. DWYER MDI
Owner's Name (Please Print)

Karen E Russell
Signature and Stamp of Notary

Applicant's Signature (If not Owner)

PLEASE NOTE:

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.

KAREN E. RUSSELL
Notary Public, State of New York
No. 01RU6058973
Residing in Tioga County
My commission expires May 21, 2003

RECEIVED
TOWN OF NEW WINDSOR
APR 14 2003
ENGINEER & PLANNING

03-15

APPLICANT/OWNER PROXY STATEMENT
(for professional representation)

for submittal to the:
TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS

RICHARD M. WICKERMAN, deposes and says that he resides
(OWNER)

at 3624 JAMES DRIVE, FORDWELL, NY in the County of BRONX
(OWNER'S ADDRESS)

and State of NEW YORK and that he is the owner of property tax map

(Sec. 4 Block 2 Lot 10)
designation number (Sec. _____ Block _____ Lot _____) which is the premises described in

the foregoing application and that he authorizes:

ALAN R. LEWIS, ESQ 425 ROBINSON AVE, NEWBURGH, NY 12550
(Applicant Name & Address, if different from owner)

ALAN R. LEWIS, ESQ., 425 ROBINSON AVE, NEWBURGH, NY 12550
(Name & Address of Professional Representative of Owner and/or Applicant)

to make the foregoing application as described therein.

Date: APRIL 2, 2003

**
Richard M. Wickerman
Owner's Signature (MUST BE NOTARIZED)

Sworn to before me this:
2nd day of April 2003

Karen E Russell

KAREN E. RUSSELL
Notary Public, State of New York
No. 01RU6058973

Residing in Tioga County
My commission expires May 21, 2003

Signature and Stamp of Notary

Applicant's Signature (If different than owner)

Representative's Signature

THIS FORM IS TO BE COMPLETED ONLY IF SOMEONE OTHER THAN THE PROPERTY OWNER WILL BE APPEARING AS REPRESENTATION OF THE OWNER AT THE ZBA MEETINGS.

** PLEASE NOTE:

ONLY OWNER'S SIGNATURE MUST BE NOTARIZED.

istrict of the City of Newburgh

7.1
39.8 A

(2)

SUMMIT DRIVE

SEE SECTION 8

1" = 100'

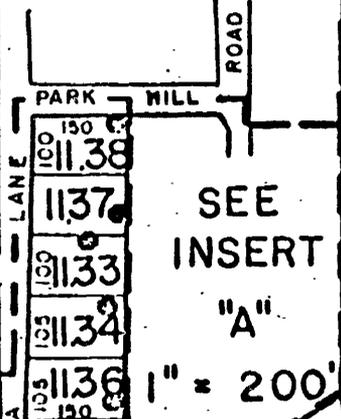


*See your map
And map in the
Park the the*

SOR WATER DISTRICT

8.2
11A(C)

6



SEE INSERT
"A"

1" = 200'

9
12.5 A(C)

11.1

10

*Down of New Windsor
Section 4 Block 2 Lot 10*

C.H.G.A.E. UTILITIES

