

**ZB# 75-21-C**

**VSH Realty, Inc.**

**(no SBL given)**

Public Hearing

Aug. 25th - 8:15 pm.

Rider, Weiner & Jacob.

(Steve Reiniker)

Rt. 207 & Square Hill Rd

V.S.H. REALTY INC. - # 75-21



GENERAL RECEIPT

2538

Town of New Windsor, N. Y.

Aug. 27, 1975

Received of USH Realty - File 75-21 C \$ 25.<sup>00</sup>

Twenty-five and <sup>00</sup>/<sub>100</sub> Dollars

For Variance Application

DISTRIBUTION

FUND	CODE	AMOUNT

BY Pauline Townsend

Deputy Town Clerk  
TITLE

**Legal Notice**  
**PUBLIC NOTICE OF HEARING BEFORE THE ZONING BOARD OF APPEALS**  
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 48-33 A of the Zoning Ordinance on the following proposition:  
Appeal, No. 71-21 (c)  
Request of V S H Realty Inc. for a Variance of the regulations of the Zoning Ordinance, to permit relocation of a structure on its property being a Variance of New Windsor, Zoning Local Law Section 4.2, Column of Bulk Regs., Part 2, for property owned by him situated as follows: corner of Route 207, and Square Hill Road, Town of New Windsor, N. Y.  
SAID HEARING will take place on the 25th day of August, 1975, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y., beginning at 8:30 o'clock P. M.  
**THEODORE JARGSTORF** Chairman  
By **Patricia Dello** Secretary  
Aug. 16

**State of New York**  
**County of Orange, ss:**

Patti Harrison, being duly sworn deposes and says that he is Principal Clerk of Newburgh-Beacon News Co., Inc., Publisher of The Evening News, a daily newspaper published and of general circulation in the Counties of Orange and Dutchess, and that the notice of which the annexed is a true copy was published  
..... Once  
.....  
in said newspaper, commencing on the 16th day of August A.D., 1975, and ending on the 16th day of August A.D., 1975

**Subscribed and sworn to before me this**  
..... 19th ..... day of August ..... 1975 .....

*Patti Harrison*

*Patricia Dello*

.....  
**Notary Public of the State of New York, County of Orange.**  
**MY COMMISSION EXPIRES MARCH 30, 1977**

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

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In the Matter of the Application of

V.S.H. REALTY, INC.

DECISION GRANTING  
AN AREA VARIANCE

No. 75-21 (c)

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WHEREAS the V.S.H. REALTY, INC. of 777 Dedham Street, Canton, Massachusetts, 02021, has applied to the Zoning Board of Appeals for an area variance to permit the erection of a canopy over a gas station island at premises located at the corner of Route 207 and Square Hill Road in the Town of New Windsor; and

WHEREAS the applicant seeks a 35 foot required front yard variance; and

WHEREAS a public hearing was held on the 25th day of August, 1975, at which time no opposition appeared to the application; and the applicant was represented by counsel, Stephen Reineke, Esq.; and

WHEREAS notice of the public hearing was duly sent to residences and businesses as prescribed by law; and

WHEREAS the Zoning Board of Appeals makes the following findings of fact in this matter:

1. The proposed canopy would be in good taste and would not be offensive to the area.
2. The proposed canopy will facilitate the sale of self service gasoline which is in the interest of the gas-consuming public for it is less expensive than served gasoline.

WHEREAS the Zoning Board of Appeals makes the following determinations of law in this matter:

1. The variance sought is not substantial in relation to the

legally required set back;

2. Affect of the variance would have no affect on the governmental facilities available;

3. There will be no substantial change in the character of the neighborhood nor a substantial detriment to the adjoining properties;

4. There is no feasible method for the applicant to erect the canopy other than through a variance;

5. There are no other factors of interest bearing on this matter.

NOW THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor grants an area variance as hereinabove requested; and

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the attorney for the applicant, the Town Planning Board, and the Town Clerk.

Dated: September 8th, 1975.

S/  
THEODORE JARGSTORF, Chairman

Route 207/  
Square Hill Rd.

*done*

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

#75-21 (c)  
(Number)

8/19/75  
(Date)

I. Applicant information:

- (a) V.S.H. Realty Inc.  
(Name, address and phone of Applicant)
- (b) Same as applicant  
(Name, address and phone of purchaser or lessee)
- (c) Rider, Weiner & Loeb, P.C., Little Britain Road,  
P.O. 1268, Newburgh, New York  
(Name, address and phone of attorney)
- (d) none  
(Name, address and phone of broker)

II. Application type:

- Use variance
- Area variance
- Sign variance
- Special permit

III. Property information:

(a) NC corner Route 207 and  
(Zone) Square Hill Road (M B L) NC  
(Lot size)

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

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

(d) When was property purchased by present owner? under contract

(e) Has property been subdivided previously? no When? \_\_\_\_\_

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

(g) Has an order-to-remedy violation been issued against the property by

#75-21 (c)  
(Number)

8/19/75  
(Date)

I. Applicant information:

- (a) V.S.H. Realty Inc.  
(Name, address and phone of Applicant)
- (b) Same as applicant  
(Name, address and phone of purchaser or lessee)
- (c) Rider, Weiner & Loeb, P.C., Little Britain Road,  
P.O. 1268, Newburgh, New York  
(Name, address and phone of attorney)
- (d) none  
(Name, address and phone of broker)

II. Application type:

- Use variance
- Area variance
- Sign variance
- Special permit

III. Property information:

- (a) NC corner Route 207 and NC  
(Zone), (Address) (M B L) (Lot size)  
Square Hill Road
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? under contract
- (e) Has property been subdivided previously? no When? \_\_\_\_\_
- (f) Has property been subject of variance or special permit previously? no When? \_\_\_\_\_
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? no. If so, when \_\_\_\_\_
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. underground gasoline storage tanks



IV: Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_, to allow

(Describe proposed use)

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

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>15,000</u> )	<u>pre-existing</u>	
Min. Lot Width <u>125</u> )	<u>non-conforming</u>	
Reqd. Front Yard <u>40</u>	<u>5</u>	<u>35</u>
Reqd. Side Yards <u>15 / 30</u> )	<u>pre-existing</u> /	
Reqd. Rear Yard <u>40</u> )	<u>non-conforming</u>	
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. <u>23</u>	_____	<u>0</u>
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** <u>0.5%</u>	_____	_____

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

(Describe proposed use)

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

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

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

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>15,000</u> )	<u>pre-existing</u>	
Min. Lot Width <u>125</u> )	<u>non-conforming</u>	
Reqd. Front Yard <u>40</u>	<u>5</u>	<u>35</u>
Reqd. Side Yards <u>15 / 30</u> )	<u>pre-existing</u> /	
Reqd. Rear Yard <u>40</u> )	<u>non-conforming</u>	
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. <u>23</u>	_____	<u>0</u>
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** <u>0.5%</u>	_____	_____

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

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

Applicant seeks variance to construct canopy over gas sales area. As this will be self-service sales, applicant would lose sales due to inclement weather if variance is denied.



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

sales area. As this will be self-service sales, applicant would lose sales due to inclement weather if variance is denied.

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VI. Sign Variance:

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

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

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

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

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VII. Special Permit:

(a) Special permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

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

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

VIII. Additional comments:

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

Applicant proposes to make structure blend in with zone by use of quality building materials and plans presented to Board at hearing.

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

IX. Attachments required:

  x   Copy of letter of referral from Building and Zoning Inspector.

  x   Copy of contract of sale, lease or franchise agreement.

  x   Copy of tax map showing adjacent properties

  x   Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.

\_\_\_\_ Copy(ies) of sign(s) with dimensions.

  x   Check in amount of \$ 50\* payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping.

All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper

(D) DESCRIBE IN DETAIL  
the special permit.

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VIII. Additional comments:

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

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Copy(ies) of sign(s) with dimensions.

Check in amount of \$ 50\* payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping.

All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.

Other

\*Enclosed is one check for \$150 for applications

#71-21 (a)

71-21 (b)

71-21 (c)

(Official Use Only)

X. AFFIDAVIT.

Date August 14, 1975

STATE OF ~~NEW YORK~~ **Massachusetts**  
COUNTY OF ~~SENeca~~ **Norfolk** SS.:

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

V.S.H. REALTY, INC.

BY: *Lily Haseotes Bentas*  
(Applicant)

Lily Haseotes Bentas, Secretary-Treasurer

Sworn to before me this

14th day of August, 1975.

*Grace D. Fabio*  
Notary Public  
My Commission Expires 10/16/75

XI. ZBA Action:

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

Norfolk SS.:  
COUNTY OF ~~CHANCE~~ )

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

V.S.H. REALTY, INC.

BY: *Lily Haseotes Bentas*  
(Applicant)

Lily Haseotes Bentas, Secretary-Treasurer

Sworn to before me this

14th day of August, 1975.

*Grace D. Fabio*  
Notary Public  
My Commission Expires 10/16/75

XI. ZBA Action:

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

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

75-21-C

Public Hearing - 8:30 p.m. - USH Realty  
Cumberland Farms

Spectators:

Names:

Addresses:

Francis D. Charland MD35, Rte 207

555 Union Avenue  
New Windsor, N. Y.  
August 18, 1975

Joseph Loscalzo, Chairman  
New Windsor Planning Board  
555 Union Avenue  
New Windsor, N. Y. 12550

RE: APPLICATIONS FOR A VARIANCE - Nos. 75-21 (a), (b) and (c)  
V.S.H. REALTY CORP.

Dear Mr. Loscalzo:

Kindly be advised that three public hearings will take place on the  
25th day of August, 1975 at 8:00 p.m., 8:15 p.m. and 8:30 p.m. as  
follows:

V.S.H. Realty Corp. - Route 94 & Union Avenue  
" - Route 94 and Caesar's Lane  
" - Square Hill Rd. & Rt. 207

I have enclosed herewith copies of the above applications together  
with the public hearing notices pertaining to each for your information.

Yours truly,

PATRICIA DELIO, Secretary

/pd

Encs.

cc: Howard Collett, Bldg. Inspector





GULF OIL CORPORATION



AGREEMENT OF SALE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 75, by and between GULF OIL CORPORATION, a Pennsylvania corporation, acting by and through GULF OIL COMPANY - U.S. a division thereof, having an office at Number 1 Presidential Boulevard, Bala-Cynwvd, Montgomery County, Pennsylvania, 19004, hereinafter called SELLER, and

V.S.H. REALTY, INC 777 DEDHAM ST.  
CANTON, MASS., 02021 hereinafter called BUYER.

WITNESSETH:

That the SELLER agrees to sell and the BUYER agrees to purchase all that certain lot, piece or parcel of land and premises, together with the buildings thereon, if any, and the appurtenances thereto appertaining, hereinafter particularly described, situate in ALLEN AVE & ST. NEW WINDSOR COUNTY OF ORANGE, STATE OF NEW YORK

described as follows, to-wit: RT 207 + SQUARE HILL RD.  
PER SKETCH ATTACHED

(COMPLETE DESCRIPTION TO BE INCLUDED IN DEED)

on the following terms and conditions, to-wit:

1. BUYER agrees to pay for said property the sum of \$ 20,000.- as follows:
  - (a) certified, bank cashier's or bank treasurer's check upon the execution of this agreement by the BUYER \$ 2,000.-
  - (b) certified, bank cashier's or bank treasurer's check upon delivery of deed to BUYER \$ 18,000.-
2. Conveyance is to be by BARGAIN + SALE Deed subject to the following conditions: W/COVENANT AGAINST GRANTOR'S ACTS.
  - (a) Any state of facts and conditions that an accurate survey and personal inspection of the premises would disclose; easements, conditions, restrictions and reservations of record; existing tenancies, if any; zoning ordinances, if any; and taxes and assessments both general and special, if any, which shall fall due and payable following the date of closing.
  - (b) Title to all ~~trade fixtures, signs, underground tanks and other equipment~~ on the premises, if any, together with the right to enter the premises and to remove the same, at any time prior to settlement, is reserved unto the SELLER. ALL OTHER EQNID. TO BE CONVEYED TO BUYER AT NO EXTRA CHARGE.
3. ~~The deed will contain the following restrictive covenant running with the land: "In accepting this conveyance and as a part of the consideration therefor, the Grantees, for themselves, their heirs, legal representatives, successors and assigns, covenant and agree to and with the Grantor, its successors and assigns, that the premises hereby conveyed shall not be used or occupied for the wholesale or retail sale and/or storage of gasoline, petroleum or petroleum products for a period of \_\_\_\_\_ (\_\_\_\_\_) years from the date hereof. This restrictive covenant shall run with the land hereby conveyed."~~
4. Title is to be such as will be insured by a reputable title company at regular rates.
5. Possession is to be given on date of delivery of deed.
6. Real Estate taxes shall be prorated as of the date of settlement based upon the period for which they are levied.
7. Any taxes imposed on the conveyance of this property by \_\_\_\_\_

V.S.H. REALTY, INC 777 DEDHAM ST.  
CANTON, MASS., 02021

hereinafter called BUYER.

WITNESSETH:

That the SELLER agrees to sell and the BUYER agrees to purchase all that certain lot, piece or parcel of land and premises, together with the buildings thereon, if any, and the appurtenances thereto appertaining, hereinafter particularly described, situate in NEWburgh NEW  
COUNTY OF ORANGE, STATE OF NEW YORK WINDSOR

described as follows, to-wit:

RT 207 + SQUARE HILL RD.  
PER SKETCH ATTACHED

(COMPLETE DESCRIPTION TO BE INCLUDED IN DEED)

on the following terms and conditions, to-wit:

1. BUYER agrees to pay for said property the sum of \$ 20,000. - as follows:
  - (a) certified, bank cashier's or bank treasurer's check upon the execution of this agreement by the BUYER \$ 2,000. -
  - (b) certified, bank cashier's or bank treasurer's check upon delivery of deed to BUYER \$ 18,000. -
2. Conveyance is to be by BARGAIN + SALE Deed subject to the following conditions: W/COVENANT AGAINST GRANTOR'S ACTS.
  - (a) Any state of facts and conditions that an accurate survey and personal inspection of the premises would disclose; easements, conditions, restrictions and reservations of record; existing tenancies, if any; zoning ordinances, if any; and taxes and assessments both general and special, if any, which shall fall due and payable following the date of closing.
  - (b) Title to all ~~trade fixtures, signs, underground tanks and other equipment~~ on the premises, if any, together with the right to enter the premises and to remove the same, at any time prior to settlement, is reserved unto the SELLER. ALL OTHER EQNIP. TO BE CONVEYED TO BUYER AT NO EXTRA CHARGE.
3. ~~The deed will contain the following restrictive covenant running with the land: "In accepting this conveyance and as a part of the consideration therefor, the Grantees, for themselves, their heirs, legal representatives, successors and assigns, covenant and agree to and with the Grantor, its successors and assigns, that the premises hereby conveyed shall not be used or occupied for the wholesale or retail sale and/or storage of gasoline, petroleum or petroleum products for a period of \_\_\_\_\_ ( ) years from the date hereof. This restrictive covenant shall run with the land hereby conveyed."~~
4. Title is to be such as will be insured by a reputable title company at regular rates.
5. Possession is to be given on date of delivery of deed.
6. Real Estate taxes shall be prorated as of the date of settlement based upon the period for which they are levied.
7. Any taxes imposed on the conveyance of this property by any governmental body shall be paid in accordance with the law or ordinance levying such tax or, in the absence of a controlling law or ordinance, shall be divided equally between SELLER and BUYER.
8. BUYER shall pay all charges and fees for the recording of the Deed, and Mortgage, if any.
9. In the event the premises are damaged or destroyed by fire or other casualty prior to settlement, BUYER shall have the right to terminate this agreement by written notice to the SELLER, in which event SELLER shall return the down payment to BUYER and both parties shall be relieved of all further liability hereunder.

10. This agreement shall not be recorded.
11. Upon failure of the BUYER to perform hereunder, it is understood and agreed that the SELLER may at its option declare this agreement null and void and retain all sums paid by BUYER hereunder as liquidated damages.
12. The deed shall be delivered upon the receipt of said payments at the office of BUYER OR ATTORNEY on or before ~~3-31-75~~ 4/30/75
13. This instrument shall constitute an offer to purchase the aforescribed premises on the part of the BUYER herein named and may be withdrawn by the BUYER if this instrument is not accepted and executed by the SELLER and returned to the BUYER on or before 2-20-75. Nothing herein or elsewhere contained shall be construed as an agreement on the part of the SELLER to sell the premises unless the offer is so accepted by SELLER. Should the offer be rejected by the SELLER this instrument shall be null, void and of no effect and the sole liability of the SELLER will be to refund to the BUYER the amount paid on account of the purchase price.
14. SELLER is hereby irrevocably authorized to negotiate or deposit to its account the check representing the amount paid on account of the purchase price herein provided for. Notwithstanding the negotiation or deposit of such check, this offer shall not constitute a contract or otherwise be binding on SELLER unless and until the acceptance below has been executed by SELLER'S District Marketing Manager and an executed copy has been delivered to BUYER. In the event this offer is not accepted by SELLER, SELLER'S sole obligation shall be to refund the amount paid on account of the purchase price to BUYER.
15. *BUYER AGREES SALE IS WITHOUT ANY COMMITMENT ON PART OF SELLER TO PROVIDE AUTOMOTIVE GASOLINES AT ANY TIME NOW OR IN THE FUTURE, AND BUYER AT NO TIME SHALL REQUEST SUPPLY OF GASOLINES FROM GULF OIL CORPORATION.*
16. In the event that the buyer is unable to obtain, <sup>BY 4/20/75</sup> the permits, licenses, consents and authorization for the construction and operation of a food store with self-service <sup>petroleum</sup> facilities, in accordance with plans submitted to the respective agencies for the issuance of said permits, including permit for necessary and reasonable curb cuts, then this agreement shall become null and void, at the option of the buyer, and all monies paid by the buyer shall be immediately returned without deductions.

IN WITNESS WHEREOF, the BUYER has executed this agreement in duplicate the day and year first above written.

ATTEST:  
 \_\_\_\_\_  
*[Signature]*

V.S.H. REALTY, INC.  
 BY: *[Signature]*  
 D.B. HASEOTES, GENERAL MANAGER

\_\_\_\_\_  
 Buyer

ACCEPTANCE

GULF OIL CORPORATION, as SELLER herein, hereby accepts this offer from BUYER and agrees to sell the within described property on the terms and subject to the conditions stated in the foregoing agreement.

13. This instrument shall constitute an offer to purchase the aforescribed premises on the part of the BUYER herein named and may be withdrawn by the BUYER if this instrument is not accepted and executed by the SELLER and returned to the BUYER on or before 2-20-75. Nothing herein or elsewhere contained shall be construed as an agreement on the part of the SELLER to sell the premises unless the offer is so accepted by SELLER. Should the offer be rejected by the SELLER this instrument shall be null, void and of no effect and the sole liability of the SELLER will be to refund to the BUYER the amount paid on account of the purchase price.

14. SELLER is hereby irrevocably authorized to negotiate or deposit to its account the check representing the amount paid on account of the purchase price herein provided for. Notwithstanding the negotiation or deposit of such check, this offer shall not constitute a contract or otherwise be binding on SELLER unless and until the acceptance below has been executed by SELLER'S District Marketing Manager and an executed copy has been delivered to BUYER. In the event this offer is not accepted by SELLER, SELLER'S sole obligation shall be to refund the amount paid on account of the purchase price to BUYER.

15. *BUYER AGREES SALE IS WITHOUT ANY COMMITMENT ON PART OF SELLER TO PROVIDE AUTOMOTIVE GASOLINES AT ANY TIME NOW OR IN THE FUTURE, AND BUYER AT NO TIME SHALL REQUEST SUPPLY OF GASOLINES FROM GULF OIL CORPORATION.*

16. In the event that the buyer is unable to obtain, <sup>BY 4/20/75</sup> the permits, licenses, consents and authorization for the construction and operation of a food store with self-service <sup>petroleum</sup> facilities, in accordance with plans submitted to the respective agencies for the issuance of said permits, including permit for necessary and reasonable curb cuts, then this agreement shall become null and void, at the option of the buyer, and all monies paid by the buyer shall be immediately returned without deductions.

IN WITNESS WHEREOF, the BUYER has executed this agreement in duplicate the day and year first above written.

ATTEST:  
*[Signature]*

V.S.H. REALTY, INC.  
BY: *[Signature]*  
D.B. HASEOTES, GENERAL MANAGER  
Buyer

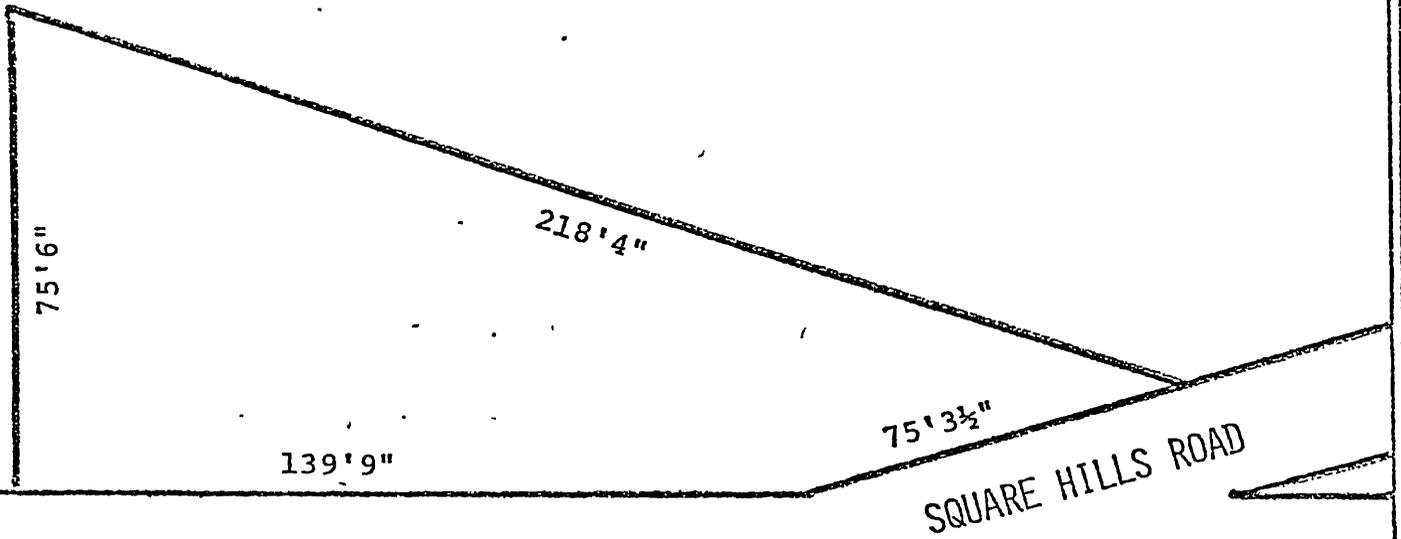
ACCEPTANCE

GULF OIL CORPORATION, as SELLER herein, hereby accepts this offer from BUYER and agrees to sell the within described property on the terms and subject to the conditions stated in the foregoing agreement.

Dated this 13<sup>th</sup> day of February, 19 75.

GULF OIL CORPORATION

By: *[Signature]*  
District Marketing Manager  
Gulf Oil Company - U.S., A Division  
of Gulf Oil Corporation



139'9"

218'4"

75'3½"

SQUARE HILLS ROAD

ROUTE NO. 207

Sect 3; Block 1; Lot 32.1; G.I. Zoning; Taxes \$1,035. (73)

Junks 3/4000; 1/550

\$30,000

LSH Realty, Inc

777 Dedham St  
 Weymouth, MASS 02021

**PLOT PLAN**

# Gulf Oil Company - U.S.

NEW YORK CITY RETAIL MARKETING DISTRICT

J W Cahill  
MARKETING MANAGER

2000 Marcus Avenue  
Lake Success, N Y 11040

July 15, 1975

Mrs. Margaret A. McFadden  
V. S. H. Realty, Inc.  
777 Dedham Street  
Canton, Massachusetts, 02021

Re: Proposed Sale of Premises  
Route 207 & Square Hill Road  
New Windsor, New York

---

Dear Mrs. McFadden:

Reference is made to your letter dated July 3, 1975 requesting an extension of our Agreement of Sale until September 15, 1975, to secure a permit to use the referenced premises for a convenience store.

This shall confirm our understanding to extend such time until September 15, 1975 with the further understandings that you will furnish this office with a written status report of your efforts to be received no later than September 2, 1975, that written notice of your success or failure to secure said permit will be received no later than September 15, 1975, and that upon your success you will be ready to accept this conveyance no later than September 29, 1975.

Please indicate your concurrence to these understandings by signing, dating, and returning the attached copy of this letter to the attention of Mr. Stanley Zarinsky at this office.

Very truly yours,

GULF OIL COMPANY - U.S.



J. W. Cahill  
District Marketing Manager

/fjg  
Concur:  
V.S.H. Realty, Inc.

By:   
D. B. Haseotes, General Manager

Date: 7/17/75



July 23, 1975

Mr. Stanley Zarinsky  
Gulf Oil Company - U.S.  
2000 Marcus Avenue  
Lake Success, New York 11040

Re: Route 207 & Square Hill Road  
New Windsor, New York

Dear Mr. Zarinsky:

As requested by your Mr. Cahill, I am enclosing a signed copy of the extension letter on the above-captioned property.

If you require anything further at this time, please let me know.

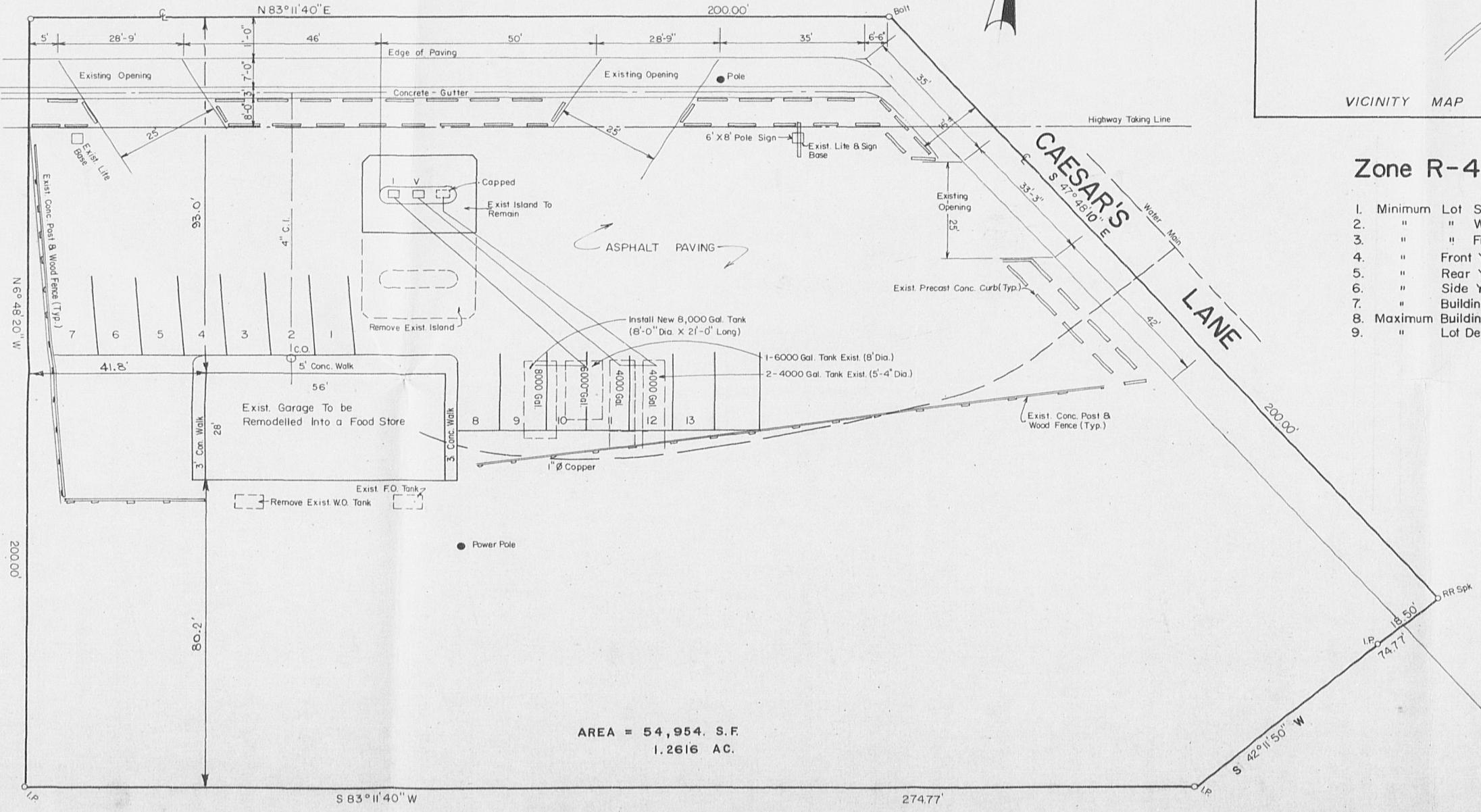
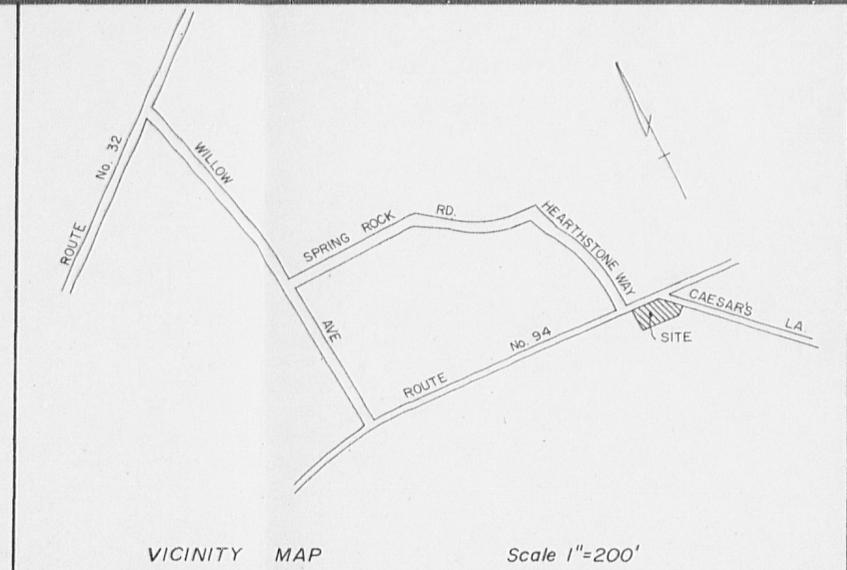
Very truly yours,  
V.S.H. REALTY, INC.

Margaret A. McFadden (Mrs.)  
Real Estate Supervisor

MM:lms

Enclosure

QUASSAIC AVE. (ROUTE #94)



AREA = 54,954. S.F.  
1.2616 AC.

Zone R-4 (Suburban Residential)  
(Group X)

- 1. Minimum Lot Size 43,560 Sq. Ft.
- 2. " " Width 125.00' (along bldg. line)
- 3. " " Frontage along road 70.00'
- 4. " Front Yard 45.00'
- 5. " Rear Yard 50.00'
- 6. " Side Yards 20'/40'
- 7. " Building Area 1200 Sq. Ft.
- 8. Maximum Building Height 2 1/2 Sty (40.00')
- 9. " Lot Development 25%

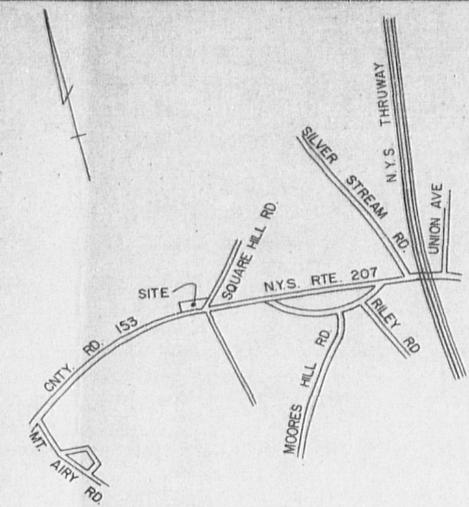
I hereby certify to:  
V.S.H. REALTY, INC.

this survey is accurate and correct.  
By: *Ben Kittler Jr.*  
BEN KITTLER, JR., N.Y.P.L.S., Lic. No. 45691  
26 Mill Street, Newburgh, New York 12550



TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK					
REVISIONS	SURVEY FOR		DRAWN	DESIGNED	CHECKED
	V. S. H. REALTY, INC.		J.C.V.		
			EXAMINED		
			APPROVED		
			FILE NO.		
	SCALES	DATE	DRAWING NUMBER		
	1" = 20'	May 16, 1975			

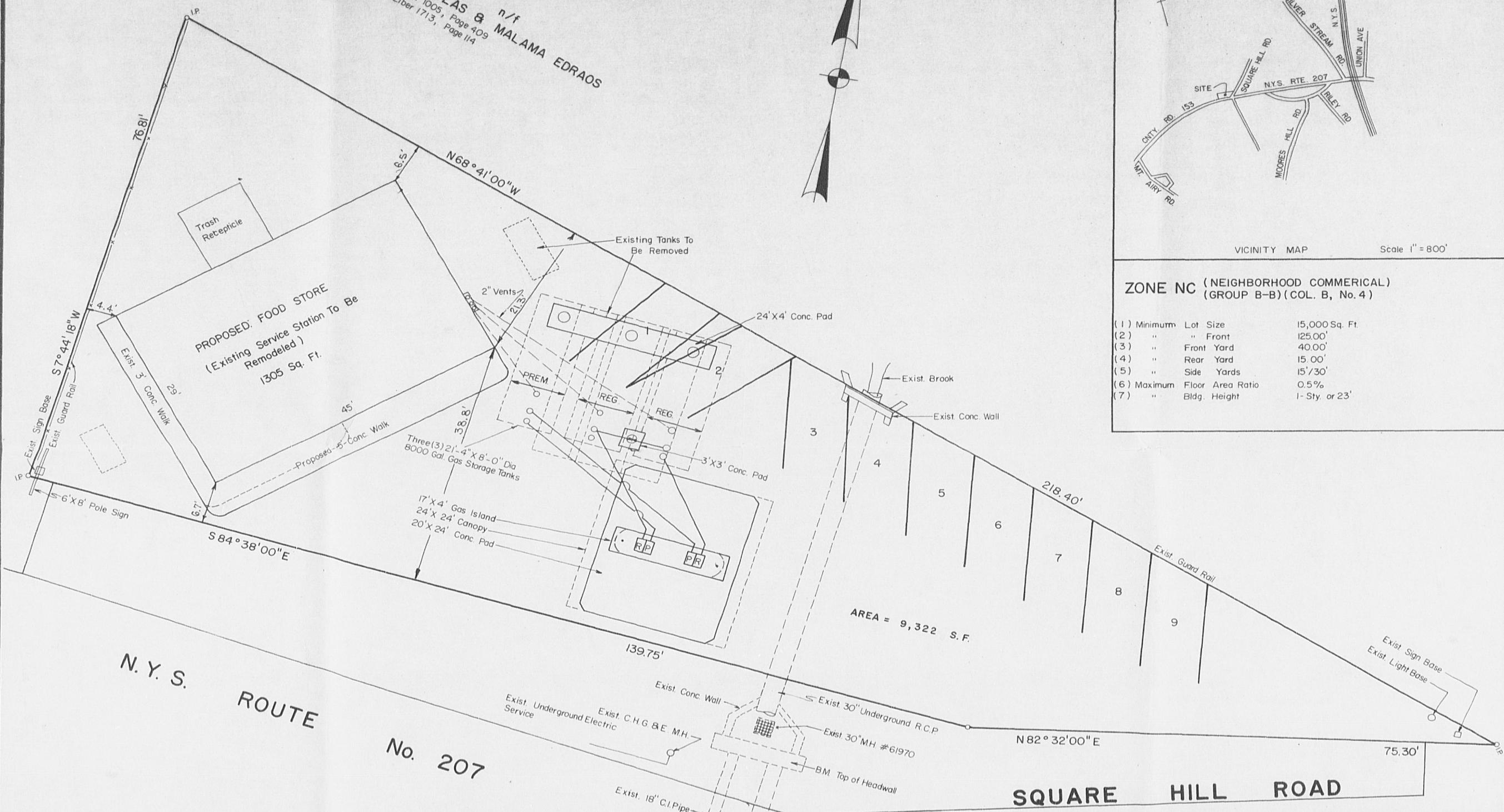
NICHOLAS & n/f MALAMA EDRAOS  
 Liber 1005, Page 409  
 Liber 1713, Page 114



VICINITY MAP Scale 1" = 800'

ZONE NC (NEIGHBORHOOD COMMERCIAL)  
 (GROUP B-B) (COL. B, No. 4)

- (1) Minimum Lot Size 15,000 Sq. Ft.
- (2) " " Front 125.00'
- (3) " " Front Yard 40.00'
- (4) " " Rear Yard 15.00'
- (5) " " Side Yards 15'/30'
- (6) Maximum Floor Area Ratio 0.5%
- (7) " " Bldg. Height 1- Sty. or 23'



N. Y. S. ROUTE No. 207

SQUARE HILL ROAD

I hereby certify to:  
 V.S.H. REALTY, INC.

this survey is accurate and correct.  
 By: *Ben Kittler Jr.*  
 BEN KITTLER, JR., NYPL S., Lic. No. 45691  
 26 Mill Street, Newburgh, New York 12550



TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK				
REVISIONS	SURVEY FOR	DRAWN	DESIGNED	CHECKED
	V.S.H. REALTY, INC.	J.C.V.		
		EXAMINED		
		APPROVED		
		FILE NO. Tax Map		
		Sect. 3, Blk. I, Lot 32		
	SCALES	DATE	DRAWING NUMBER	
	1" = 10'	June 10, 1975		