

ZB# 85-42

Vaccaro / Murphy

63-7-2

Prelim.

Sept. 23, 1985.

Public Hearing:

12/9/85-

Notice to Sentenced

on 11/25/85. ✓

Area Variances

granted on

12/9/85.

85-42-
Vaccaro/Murphy.

General Receipt

7149

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

Dec. 16, 1985

Received of Janne Murphy \$ 25.00

Twenty-five and 00/100 DOLLARS

For Variance Fee (85-42)

DISTRIBUTION:

FUND	CODE	AMOUNT
Check # 1270		25.00

By Pauline B. Townsend

Town Clerk
Title

Williamson Law Book Co., Rochester, N. Y. 14609

Oxford®

ESSELTE

MADE IN U.S.A.

NO. 753 1/5

NEW WINDSOR ZONING BOARD OF APPEALS

-----x
In the Matter of the Application of
PETER J. VACCARO/JOANNE MURPHY,
#85-42.

DECISION GRANTING
AREA VARIANCES

-----x
WHEREAS, PETER J. VACCARO, (owner) 241 Ontario Avenue,
Massapequa, N. Y. and JOANNE MURPHY, (contract purchaser) 24
East Avenue, West Nyack, N. Y., have made application before the
Zoning Board of Appeals for area variances for the purpose of:

Construction of a residential dwelling with insufficient
lot area and lot width;

in an R-4 zone.

WHEREAS, a public hearing was held on the 9th day of
December, 1985 before the Zoning Board of Appeals at the Town
Hall, New Windsor, New York; and

WHEREAS, Applicant MURPHY appeared in behalf of herself;
and

WHEREAS, the application was opposed by two area residents;
and

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

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

2. The evidence shows that applicant proposes to construct
a one-family residential dwelling in an R-4 zone.

3. The evidence presented by the applicant shows that the
proposed building lot located on Chestnut Avenue is 87 ft. by
167 ft.

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

1. The evidence shows that the applicant will encounter
practical difficulty if the area variances requested are not
granted since applicant cannot obtain additional land within
which to construct the dwelling.

2. The requested variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood since it is residential in nature.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT: (1) 1,000 s.f. lot area and (2) 13 ft. lot width in accordance with plans submitted at 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: January 27, 1986.

Chairman

Pat.

State of New York
County of Orange, ss:

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

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:
Appeal No. 42
Request of Peter and Helen Vaccaro/Joanne Murphy for a VARIANCE of the regulations of the Zoning Ordinance to permit construction of residential dwelling with insufficient lot area and lot width.
being a VARIANCE of Section 48-12 Table of Bulk Regulations, Coils 4 & 5 for property situated as follows:
Chestnut Ave., west side (Beaver Dam Lake), New Windsor, New York 12550. Known and designated as Section 63-Block 7-Lot 2.
SAID HEARING will take place on the 9th day of December 1985 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock p.m.
DANIEL P. KONKOL
Chairman
By: Patricia Delio
Secretary

Everett W. Smith, being duly sworn
disposes and says that he is
Publisher of the E.W. Smith
Publishing Company, Inc. publisher
of The Sentinel, a weekly newspaper
published and of general circulation
in the Town of New Windsor, and that
the notice of which the annexed is
a true copy was published once

in said newspaper, commencing on
the 27th day of November A.D., 1985
and ending on the 27th day of November
A.D. 1985

Subscribed and shown to before me
this 29th day of Jan., 1986.

Patricia Delio
Notary Public of the State of New York
County of Orange.

My commission expires 3/30/87.

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

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

85-42.

Date: 11/13/85.

I. ✓ Applicant Information:

- (a) Peter J. and Helen A. Vaccaro, 241 Ontario Ave., Massapequa, N.Y.
(Name, address and phone of Applicant) (Owner)
- (b) Joanne Murphy, 24 East Ave., West Nyack, N.Y. 10994
(Name, address and phone of purchaser or lessee) 624-8697
- (c) none
(Name, address and phone of attorney)
- (d) Carlson Agency Inc., Main St., Washingtonville, N.Y
(Name, address and phone of broker) 496-9133

II. Application type:

- Use Variance Sign Variance
- Area Variance Special Permit

III. ✓ Property Information:

- (a) R-4 Chestnut Ave. (Beaver Dam Lake) 63-7-2 87'x167'
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 8/1/1964
- (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
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. ~~Use Variance:~~

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

(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.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12 Table of Bulk Regs., Col. 4 and _____.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>15,000</u>	<u>14,000</u>	<u>1,000 s.f.</u>
Min. Lot Width <u>100</u>	<u>87</u>	<u>13 f.</u>
Reqd. Front Yd. <u>-</u>	<u>-</u>	<u>-</u>
Reqd. Side Yd. <u>7</u>	<u>7</u>	<u>7</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street _____	_____	_____
Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____%	_____%	_____%
Floor Area Ratio** _____	_____	_____

* Residential Districts only
** Non-residential districts only

(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.
Unable to build on this lot as it was originally subdivided. Accommodations have been made in house positioning, living area, and style to alleviate the need for other variances.

VI. Sign Variance:

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

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

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

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

VII. Special Permit:

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

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

VIII. Additional comments:

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

House style to coincide with neighborhood. House front yard depth will coincide with others on block. Minimal tree cutting will be done. All waste materials and garbage now on property will be removed. Extensive landscaping is planned.

IX. Attachments required:

- Copy of letter of referral from Bldg./Zoning Inspector.
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 11/3/85

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

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

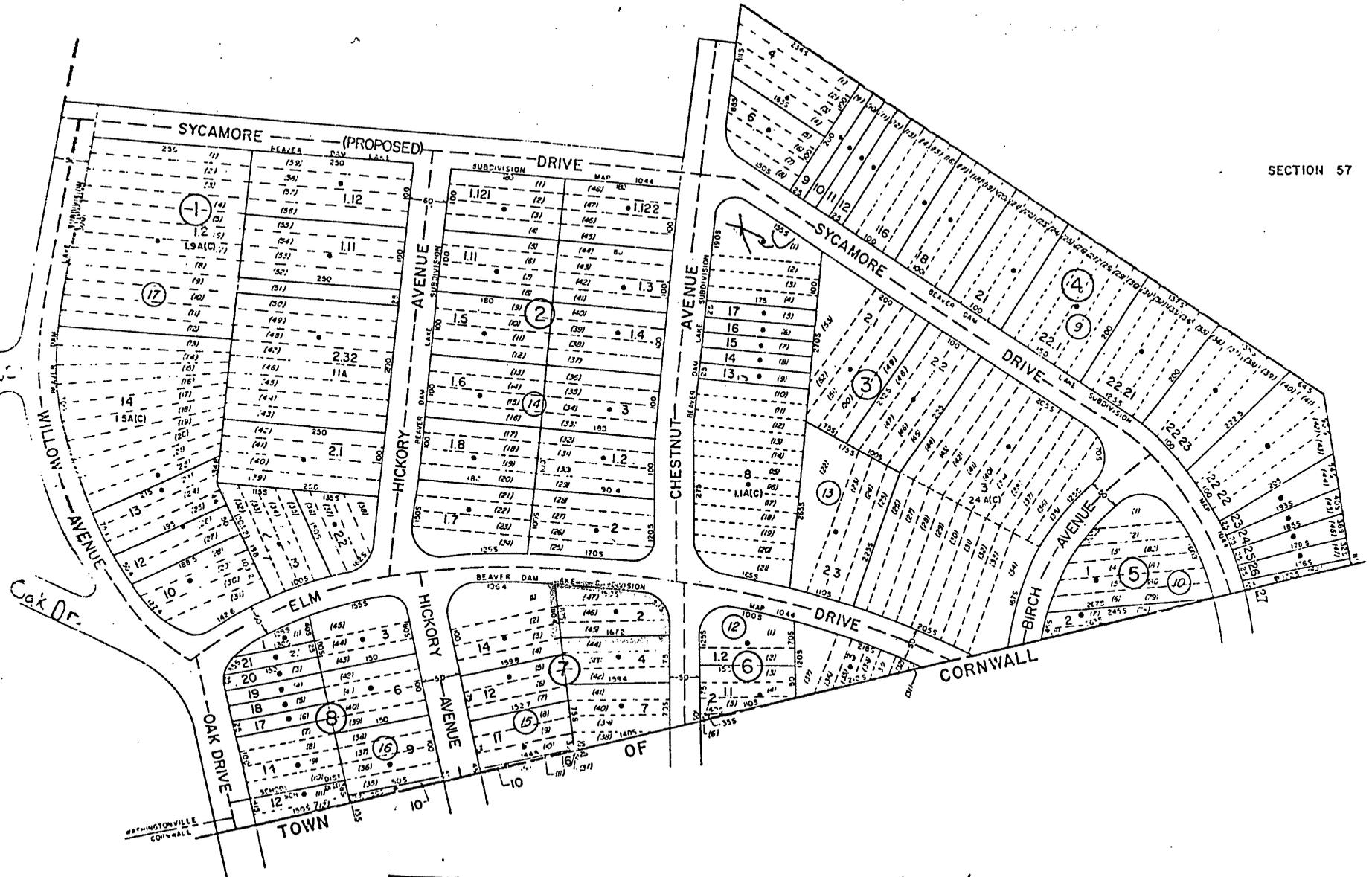
✓ _____
(Applicant)

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

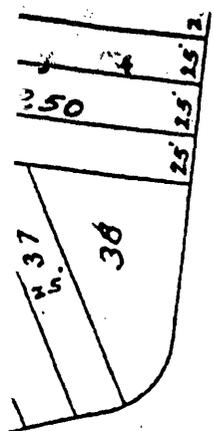
XI. ZBA Action:

- (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.



Tax Map - Town of New Windsor
 Sec. 63
 Bl. 7
 Lot 2



18	182.4
19	185.2
20	187.8
21	190.4
22	193.0
180' 23	195.6
24	26
25	25

172.4	14
169.8	15
167.2	16
164.6	17
162.0	18
159.4	19
156.8	20
21	

ELM

45
44
150' 43
42
41
40
39
38
150' 37
36
16 35
34
33
32
31
30
150' 29
17

166.7'	1	47
164.4'	2	46 169.8
162.1'	3	45 167.2
159.8'	4	44 164.6
157.5'	5	43 162.0
155.2'	6	42 159.4
152.9'	7	41 156.8
150.6'	8	40 154.2
148.3'	9	39 151.6
146.0'	10	38 149.0
143.7'	11	37 146.4
141.4'	12	36 143.8
139.1'	13	35 141.2
136.8'	14	34 138.6
134.5'	15	33 136.0
132.2'	16	32 133.4
129.9'	17	31 130.8
127.6'	18	30 128.2
125.3'	19	29 125.6
20	28 123.0	

HICKORY AVENUE

AVENUE

150'	1
	2
	3
150'	4
	5
	6
	7
150'	8
	9
	10

150'	1
	2
	3
	4

Beaver Dam lake Sec. 1

Blake and Woodhull C.E.

May 5, 1931 Map # 1044

County of Orange

(copy of original subdivision)



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

December 11, 1985

1763

Joanne Murphy
24 East Avenue
West Nyack, N. Y. 10994

RE: APPLICATION FOR VARIANCES - MURPHY/VACCARO
#85-42

Dear Mr. Lucas:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to GRANT the above request for area variances at the December 9, 1985 meeting.

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

Very truly yours,

A handwritten signature in cursive script that reads "Patricia Delio".

PATRICIA DELIO
Secretary to Zoning Bd. of Appeals

/pd
cc: Town Building Inspector
Planning Board
Mr. Peter J. Vaccaro



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

34

Rossini, Lawrence D. & Kathleen
RD #4, Hickory Avenue
New Windsor, NY 12550

Rossini, Ralph & Yolanda
Box 268D, RD #4, Hickory Avenue
New Windsor, NY 12550

Rinaldi, Theresa
45 Avenue O
Brooklyn, NY 11204

Nestved, Gary A. & Mary H.
Box 291, RD #4, Willow Avenue
New Windsor, NY 12550

Tesoriere, Charles & Daryl
Box 294, 4 Willow Avenue
New Windsor, NY 12550

Carbone, Pasquale
RD 4, Box 231, Chestnut Avenue
New Windsor, NY 12550

Corbett, Gerald R. & Mary L.
RD #4, Box 227, Chestnut Avenue
New Windsor, NY 12550

Desimone, Frank M. & Margaret
RD #4, Chestnut Avenue
New Windsor, NY 12550

Makofske, Raymond C. & Nancy A.
RD #4, Hickory Avenue, Box 266
New Windsor, NY 12550

Kelly, Maureen
RD #4, Box 266C, Hickory Avenue
New Windsor, NY 12550

Loniak, James A. & Luanne Paton
RD #4, Hickory Avenue
New Windsor, NY 12550

Matthews, George E. & Karen J.
Box 266B, Hickory Avenue
New Windsor, NY 12550

Doyle, Edward G. & Mary J.
RD #4, Hickory Avenue
New Windsor, NY 12550

Schmitt, Carole
RD #4, Chestnut Drive, Box 229
New Windsor, NY 12550

Anderson, Michael J. & Catherine E.
14 Malone Avenue
Gardnerville, NY 10923

Fairlane Associates
47 Washington Street
Babylon, LI, NY 11702

Zeidler, Karl R. & Donna J
Box 71, Route 207,
Rock Tavern, NY 12575

Kemmler, Adam G. & Anna
RD #4, Chestnut Avenue
New Windsor, NY 12550

Farinaccio, Joseph
121 Semton Blvd.
Franklin Square, NY 11010

Scalice, Pauline
RD #4, Box 238, Chestnut Avenue
New Windsor, NY 12550

Kotite, Antoinette L.
400 E. 52nd Street
NY, NY 10022

Sherwood, Christopher J. & Lynn E.
RD #4, 236 Chestnut Avenue
New Windsor, NY 12550



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Roberts, Victor & Anna
C/O Indiveri, Carol
23 Lancelot Lane
Basking Ridge, NJ 07920

Manookian, Patricia Rescigno
PO Box 359
Rochelle Park, NJ 007662

Mangiaracina, Joseph & Carmela
Box 263, RD #4, Hickory Avenue
New Windsor, NY 12550

Roselli, Louise & Albert V.
Alder Drive, RD #4
New Windsor, NY 12550

Wald, Carl F. & Marianne
1 Hillman Place
Spring Valley, NJ 10977

Westphal, Joann, &
Macaluso, Cecelia
Box 269, RD #4, Hickory Avenue
New Windsor, NY 12550

Lentini, Ralph
Oak Drive
New Windsor, NY 12550

Tesar, William C. & Stephanie L.
RD #4, Box 270, Hickory Avenue
New Windsor, NY 12550

Lundstrom, Eric A.
271 Hickory Avenue
New Windsor, NY 12550

Linden, Hans & Margaret
Box 272, RD #4, Hickory Avenue
New Windsor, NY 12550

Farrell, Robert G. & Charlotte M.
RD #4, Box 285, Oak Drive
New Windsor, NY 12550

Savino, Domenick
238-26-115 Terrace
Elmont, NY 11003

⑤ Prelim.

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

85-42

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. Date 9/3/ 1985
To JOANNE MURPHY - George Kepler - 624-8697 -
24 EAST AVE W. HYACK

PLEASE TAKE NOTICE that your application dated 8/20/ 1985
for permit to BUILD HOUSE
at the premises located at CHESTNUT AVE BEAVER DAM
LAKE

is returned herewith and disapproved on the following grounds:

- 1) MIN LOT AREA
- 2) LOT WIDTH

.....
Building Inspector

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. Date 9/3/ 1985

To JOANNE MURPHY - George Kepler - 624-8697 -
24 EAST AVE W. HYACK

PLEASE TAKE NOTICE that your application dated 8/20/ 1985
 for permit to BUILD HOUSE
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LAKE

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- 1) MIN LOT AREA 2) LOT WIDTH

Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>15,000</u>	<u>14,000 +-</u>	<u>1,000 +-</u>
Min. Lot Width <u>100 FT</u>	<u>87 FT</u>	<u>13 FT</u>
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential Districts only
 ** Non-residential districts only

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
 Approved.....19.....
 Disapproved a/c.....
 Permit No.

Office of Building Inspector
 Michael L. Babcock
 Town Hall, 555 Union Avenue
 New Windsor, New York 12550
 Telephone 565-8807

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Refer —
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals.....

Date... 8/20 19... 85

INSTRUCTIONS

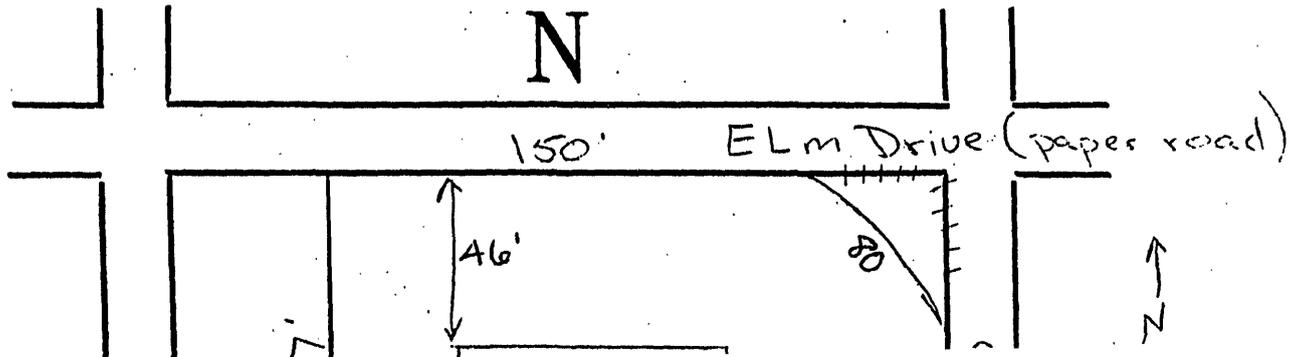
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout 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.

x. *Jeanne Murphy* 24 East Avenue, W. Nyack, N.Y. 10974
 (Signature of Applicant) (Address of Applicant)

PLOT PLAN

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



Refer -
 Planning Board.....
 Highway.....
 Sewer.....
 Water.....
 Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT
 Pursuant to New York State Building Code and Town Ordinances

Date... 8/20 19 85

INSTRUCTIONS

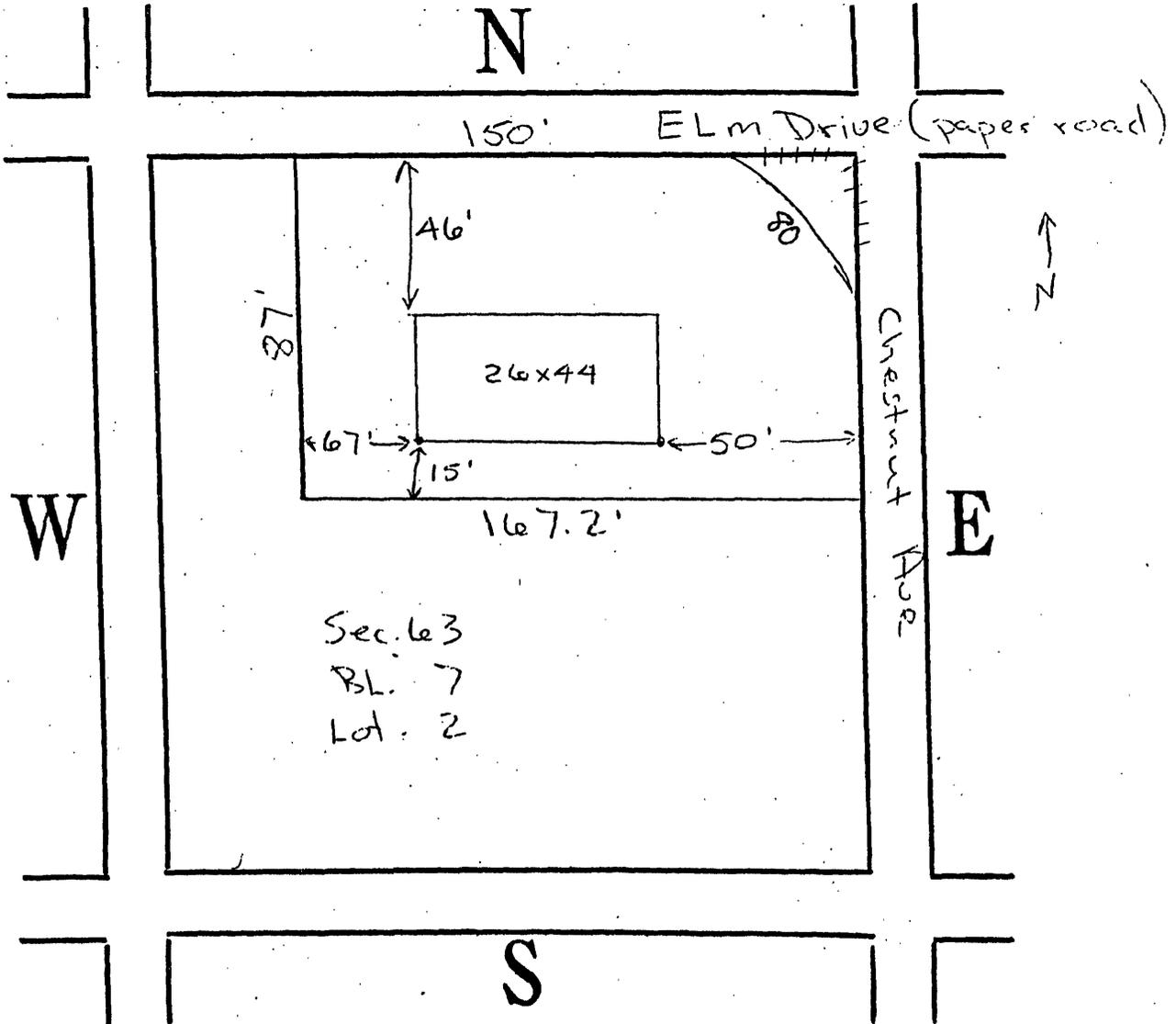
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x..... *James R. Murphy* 24 East Avenue, W. Nyack, N.Y. 10979...
 (Signature of Applicant) (Address of Applicant)

PLOT PLAN

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



28A file

WARNING:

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

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the _____ day of _____, 19____

PARTIES: BETWEEN Peter and Helen Vaccaro

Address: 241 Ontario Ave., Massapequa, New York 11758

hereinafter called "SELLER", who agrees to sell;

and

Joanne Murphy

Address:

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES") as fully detailed on a separate page attached hereto and also known as:

PREMISES:

Lots Nos. 45, 46, 47. Block 15
Town of New Windsor, Orange County N. Y.

Tax Map Designation

PERSONAL PROPERTY:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

PURCHASE PRICE:

1. (a) The purchase price is	\$	13,000.00
Payable as follows:		
Deposited in escrow account		500.00
On the signing of this contract, by check <i>gmw P+HV</i> Deposited in escrow account	\$	800.00

P+HV
gmw
P+HV
gmw
for P+HV
gmw

different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the _____ day of _____, 19____

PARTIES: BETWEEN Peter and Helen Vaccaro

Address: 241 Ontario Ave., Massapequa, New York 11758

hereinafter called "SELLER", who agrees to sell;

and

Joanne Murphy

Address:

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES")

PREMISES:

Lots Nos. 45,46,47. Block 15
Town of New Windsor, Orange County N. Y.

Tax map No. _____

PERSONAL PROPERTY:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

PURCHASE PRICE:

1. (a) The purchase price is \$ 13,000.00

Payable as follows: Deposited in escrow account 500.00

On the signing of this contract, by check ~~_____~~ Deposited in escrow account \$ 800.00

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

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

BALANCE AT CLOSING: \$ 11,700.00

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

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

(d) _____ PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

*P & H
P+H
gm*

EXISTING MORTGAGES:

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

LS for P+H JV gm

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

LS for P+H JV gm

ACCEPTABLE FUNDS:

3. All money payable under this contract unless otherwise specified, shall be either: a. Cash, but not over one thousand (\$1,000.00) Dollars, b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney. c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ 600.00) dollars, or d. As otherwise agreed to in writing by SELLER or SELLER'S attorney. for pro-rated tax bills.

LS for P+H JV gm

"SUBJECT TO" PROVISIONS:

4. Purchase is subject to the approval of the variance and issuance of a building permit. a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES. b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut. c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

LS for P+H JV gm

TITLE COMPANY APPROVAL:

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

LS for P+H JV gm

CLOSING DEFINED AND FORM OF DEED:

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

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

LS for P+H JV gm

CLOSING DATE AND PLACE:

7. CLOSING will take place at the office of Carlsen Agency, Inc. at o'clock on 19 within 5 business days following the approval of the variance and issuance of a building permit

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

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

MORTGAGEE'S CERTIFICATE OR LETTER AS TO EXISTING MORTGAGE(S):

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

LS for P+H JV gm

COMPLIANCE

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements

ACCEPTABLE FUNDS:

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ 600.00) dollars, or for pro-rated tax bills.
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"SUBJECT TO" PROVISIONS:

- 4. ~~_____~~: Purchase is subject to the approval of the variance and issuance of a building permit.
 - a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
 - b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
 - c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

TITLE COMPANY APPROVAL:

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

CLOSING DEFINED AND FORM OF DEED:

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

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

CLOSING DATE AND PLACE:

7. CLOSING will take place at the office of Carlson Agency, Inc. at _____ o'clock on _____ 19 _____ within 5 business days following the approval of the variance and issuance of a building permit

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than _____ and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

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

MORTGAGEE'S CERTIFICATE OR LETTER AS TO EXISTING MORTGAGE(S):

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

COMPLIANCE WITH STATE AND MUNICIPAL DEPARTMENT VIOLATIONS AND ORDERS:

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

OMIT IF THE PROPERTY IS NOT IN THE CITY OF NEW YORK:

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

INSTALLMENT ASSESSMENT:

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

APPORTIONMENTS:

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

~~_____ Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. _____~~

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

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

WATER METER READINGS:

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

ALLOWANCES FOR UNPAID TAXES, ETC.:

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

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

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

AFFIDAVIT AS TO JUDGMENTS BANKRUPTCIES:

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

DEED TRANSFER AND RECORDING TAXES:

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

PURCHASER'S LIENS:

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

SELLER'S INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, ~~_____~~

CONDITION OF PROPERTY:

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

ENTIRE AGREEMENT:

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

CHANGES MUST BE IN WRITING:

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. ~~_____~~

SINGULAR ALSO MEANS PLURAL:

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

In Presence Of:

(seller) Lucy M. Scalin POA for Peter J. Vaccaro & Helen A. Vaccaro

METER READINGS: CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

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

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

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

DEED TRANSFER AND RECORDING TAXES: 18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

PURCHASER'S LIEN: 19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

SELLER'S LIABILITY TO CONVEY AND LIMITATION OF LIABILITY: 20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, ~~_____~~

CONDITION OF PROPERTY: 21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

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

CHANGES MUST BE IN WRITING: 23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. ~~_____~~

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

In Presence Of:

Christine Rachuel

(seller)

*Lucy M Scalise POA for
Peter J Vaccaro &
Helen A Vaccaro*

(purchaser)

Joanne Murphy

8-20-85

STATE OF NEW YORK, COUNTY OF
On the 20th day of August 1985, before me
personally came *Lucy M. DeLici*

ss:

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

Melanie J. Roberts
MELANIE J. ROBERTS
Notary Public, Washingtonville
Orange County, N. Y.

My Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF
On the _____ day of _____ 19____, before me
personally came

ss:

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 20th day of August 1985, before me
personally came *Joanne Murphy*

ss:

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

Melanie J. Roberts
MELANIE J. ROBERTS
Notary Public, Washingtonville
Orange County, N. Y.

My Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF
On the _____ day of _____ 19____, before me
personally came

ss:

to me known and known to me to be a partner in

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

Closing of title under the within contract is hereby adjourned to
o'clock, at _____

19____, at _____

; title to be closed and all adjustments to be made

as of _____ 19____
Dated, _____ 19____

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned,
transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, _____ 19____

Purchaser

Assignee of Purchaser

Contract of Sale

PREMISES

TITLE NO. _____

From: _____

Section _____
Block _____
Lot _____
County or Town _____
Street Numbered Address _____

To: _____

Recorded At Request of
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
RETURN BY MAIL TO:

Zip No. _____

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

*The best title insurance service
comes from*

MELANIE J. ROBERTS
Notary Public, Washingtonville
Orange County, N. Y.

My Commission Expires March 30, 19...

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.

MELANIE J. ROBERTS
Notary Public, Washingtonville
Orange County, N. Y.

My Commission Expires March 30, 19...

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me
personally came
to me known and known to me to be a partner in

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

Closing of title under the within contract is hereby adjourned to
o'clock, at _____

as of _____ 19____
Dated, _____ 19____

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned,
transferred and set over unto _____

and said assignee hereby assumes all obligations of the purchaser thereunder.
Dated, _____ 19____

_____ 19____, at _____
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

TITLE NO. _____

From: _____

To: _____

PREMISES

Section _____
Block _____
Lot _____
County or Town _____
Street Numbered Address _____

Recorded At Request of
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
RETURN BY MAIL TO:

Zip No. _____

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS



*The best title insurance service
comes from*

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Notice: The powers granted by this document are broad and sweeping. They are defined in New York General Obligations Law, Article 5, Title 15, sections 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned.

Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

That ~~XYZ~~ We, PETER J. VACCARO and HELEN A. VACCARO, residing at
(insert name and address of the principal) 241 Ontario Avenue, Massapequa, New York
do hereby appoint ANN V. SCALICE, residing at 85 Oakwood Terrace, ~~North~~New
(insert name and address of the agent, or each agent, if more than one is designated)
Windsor, New York 12550

my attorney(s)-in-fact TO ACT

(a) If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

[Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subdivisions (A) to (L), inclusive, shall automatically constitute an elimination also of subdivision (M).]

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

- | | |
|--|---|
| (A) real estate transactions;.....[|] This Power of Attorney is expressly limited |
| (B) chattel and goods transactions;.....[|] to the execution of all documents necessary |
| (C) bond, share and commodity transactions;.....[|] for the sale of real property known as |
| (D) banking transactions;.....[|] all those certain lots or parcels of land |
| (E) business operating transactions;.....[|] situate in the Towns of Cornwall, or New |
| (F) insurance transactions;.....[|] Windsor, or both, Orange County, State of |
| (G) estate transactions;.....[|] New York, known and distinguished as lot |
| (H) claims and litigation;.....[|] numbers 45, 46 & 47 in Block #15, upon a |
| (I) personal relationships and affairs;.....[|] certain map entitled Beaver Dam Lake, |
| (J) benefits from military service;.....[|] Section I, Lands of Henry Powell Ramsdell, |
| (K) records, reports and statements;.....[|] Towns of Cornwall and New Windsor, Orange |
| (L) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;.....[|] County, New York, made by Blake and Woodhul |
| (M) all other matters;.....[|] engineers. Dated April 22nd, 1931 and filed |
| |] in the office of the clerk of the County of |
| |] Orange. |

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

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

In Witness Whereof, I have hereunto signed my name and affixed my seal this..... day of..... October 21st, 1985..

Helen Vaccaro (Signature of Principal) (Seal)

STATE OF New York COUNTY OF Nassau ss.:

On the 21st day of October 1985 before me personally came PETER J. VACCARO and HELEN A. VACCARO

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

Josephine Williamsen
JOSEPHINE WILLIAMSEN
Notary Public, State of New York
No. 30-4724750
Qualified in Nassau County
Commission expires March 30, 1986

TO

Power of Attorney
Statutory Short Form

Dated,, 19.....

ELM ST. (PROPOSED)

Vaccaro/Murphy

Variance 85-42

50S

87S

80S

35'

97'

5'

67.2'

15'

55'

50'

27x44
(1188ft.²)
(proposed site)

FRONT
DOOR

Variances needed:

1) 1,000 sq. ft. - TOTAL lot area

2) 13' for front yard line

Sec. 63

Bl. 7

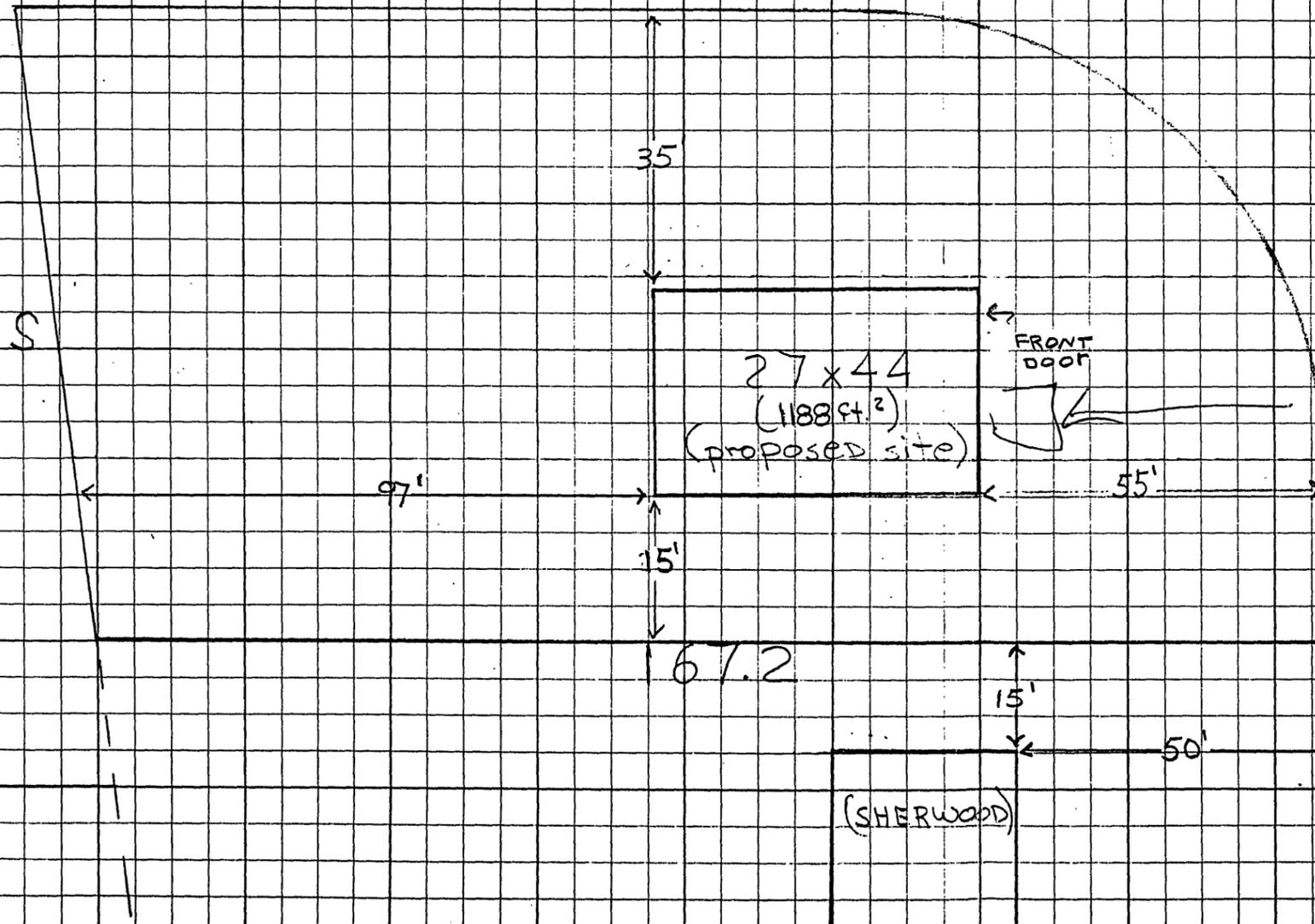
Lot 2

1"=20'

CHESTNUT
AVE.

(TOWN-PAVED)

(SHERWOOD)



12/9/85 Public Hearing - Vaccaro/Murphy

Name:

Address:

Carl F. Wild 245 Hickory Ave New Windsor

G. CORBETT RD4 BOX 227 NEW WINDSOR

Lynn Sherwood RD4 BX 236 Chestnut New Windsor

Priscilla Colson RD4 BX 231 Chestnut New Windsor

Adrian & Anne Kemmler RD4 Box 230 New Windsor

Curtis Macy RD4 BX 227 Chestnut New Windsor

Oct. 15, 1985

Mr. Michael Babcock
Building Zone Inspector
555 Union Avenue
New Windsor, N.Y.
12550

Dear Sir:

I am writing to you in regard to property I am trying to sell in New Windsor. The lots are #s 45, 46, 47 Block # 15.

The problem is, a variance is needed to build on this property. Since my wife has recently become Legally Blind, plus two spinal operations and developing a severe diabetic condition, it is now impossible for us to move from our present location. She now needs constant medical attention.

It is my fervent hope that you can be instrumental in acquiring a variance, as no doubt you can see we are in financial need. The sale of this property would be of great financial help to us. In deep appreciation.

Yours truly,

Peter Vaccaro

PV/kc

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

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

Appeal No. 42

Request of Peter and Helen Vaccaro/ Joanne Murphy

for a VARIANCE ~~SPECIAL-PERMIT~~ of the regulations of the Zoning Ordinance to permit construction of residential dwelling with insufficient lot area and lot width.

being a VARIANCE ~~SPECIAL-PERMIT~~ of Section 48-12- Table of Bulk Regulations, Cols. 4 & 5 for property situated as follows:

Chestnut Ave., west side, (Beaver Dam Lake)
New Windsor, New York 12550. Known and designated
as Section 63-Block 7- Lot 2.

SAID HEARING will take place on the 9th day of December,, 19 85, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

DANIEL P. KONKOL
Chairman

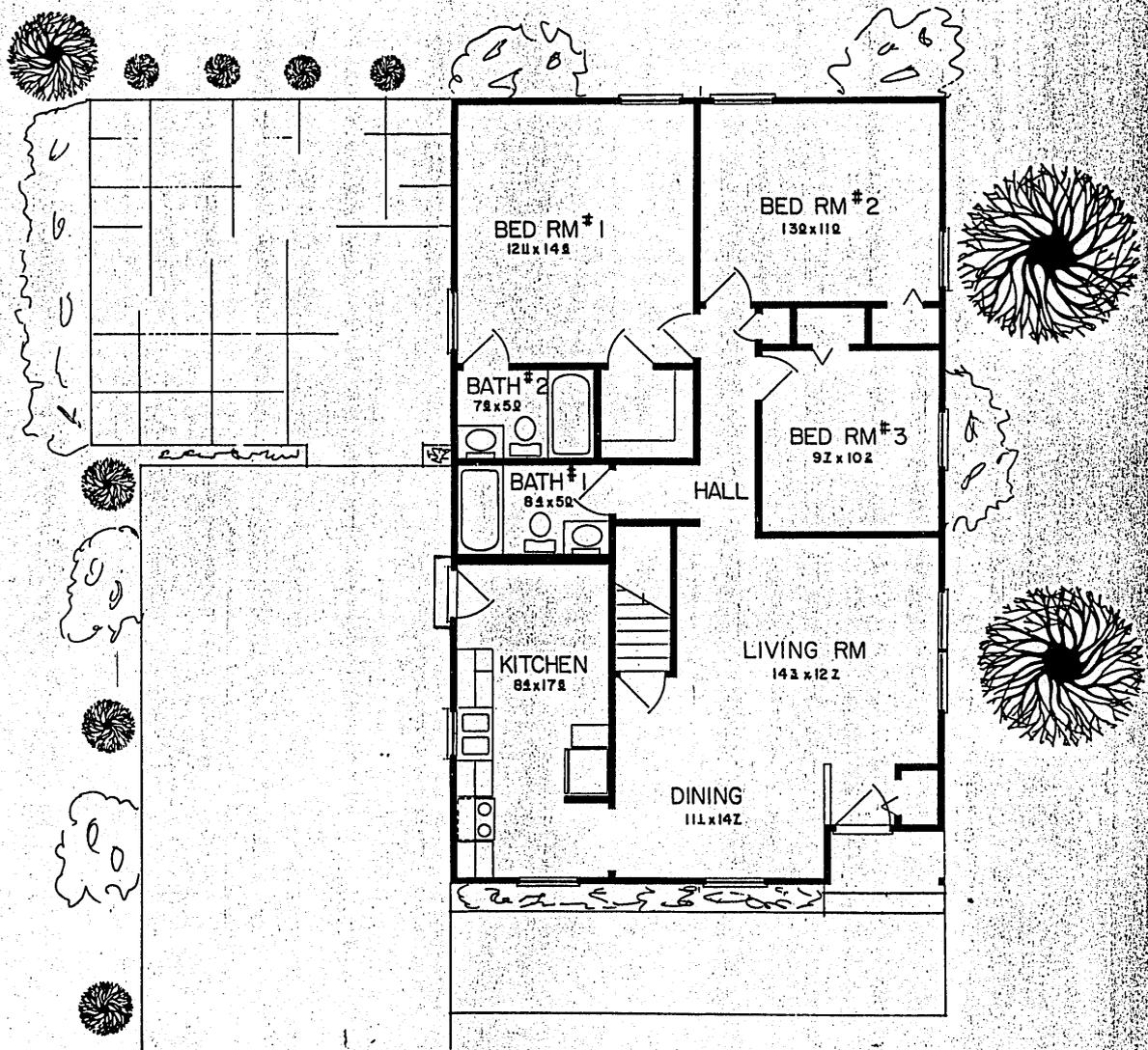
Pembroke

SERIES

BY PENN LYON HOMES INC.



END RANCH



ALBANY 27'x44'



PENN LYON HOMES INC.
 Old Trail Road, Selinsgrove Pa. 17870
 Telephone (717) 743-0111