

ZB# 86-12

Hoerst & Dunnigan

59-2-27

Prelim.

4/28/86.

Public Hearing:

June 9, 1986.

App. transmitted
to Applicant

5/24/86. Notice to Sentinel
Sent.

Planning Bd. notified
on 5/28/86.

Variances
 Granted
 Area
 6/9/86

General Receipt

7731

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

June 13, 19 86

Received of Hicks and Dunningan \$ 25.00

Twenty-five and 00/100 DOLLARS

For ZBA Application Fee #86-12

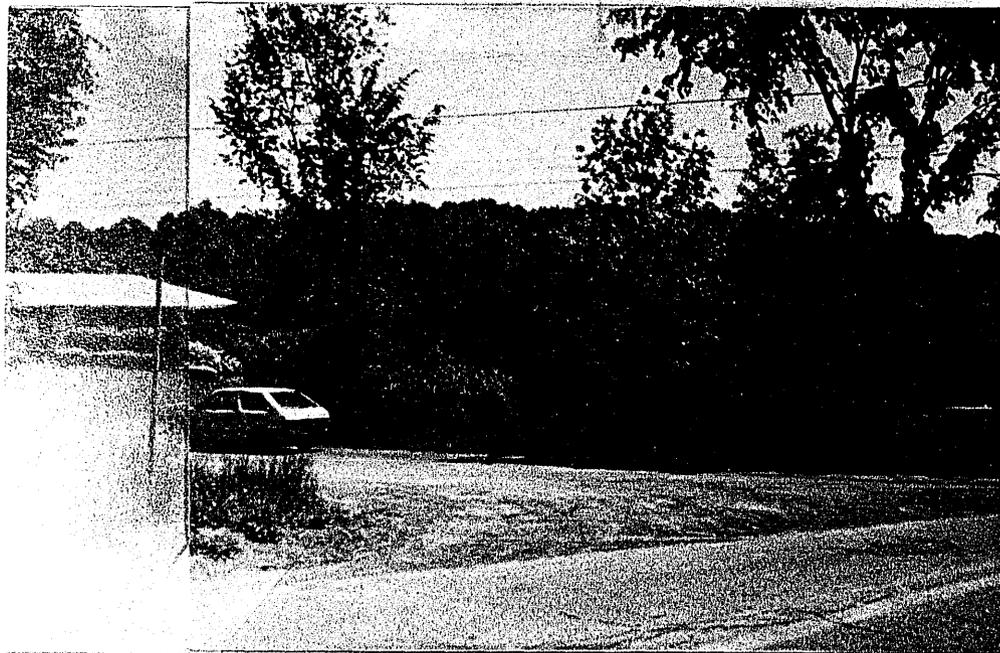
DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CK # 582</u>		<u>25.00</u>

By Pauline S. Townsend
CS
Town Clerk

Title

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



NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

HERMAN HOERST/HICKS & DUNNIGAN
CONTRACTING CO.

#86-12.

-----x

WHEREAS, HERMAN HOERST, (owner), 238 North Highland Avenue, Pearl River, New York, 10965 and HICKS & DUNNIGAN CONTRACTING CO., Box 352, Congers, New York, 10920 (contract purchaser) have made application before the Zoning Board of Appeals for area variance for the purpose of:

Construction of a one-family residential dwelling on a lot located on Valley View Drive and Windsor Terrace, (Beaver Dam Lake) N. Y. with insufficient lot area and lot width in an R-4 zone.

WHEREAS, a public hearing was held on the 9th day of June, 1986 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant PATRICK O. DUNNIGAN appeared in behalf of Co-Applicant, Hicks & Dunnigan, and furnished a copy of the contract to purchase the parcel in question; and

WHEREAS, the application was opposed by several adjacent residents;

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 sought permission to construct a residential dwelling which lot area would be insufficient by 6,737 s.f. and lot width by 32 ft. in order to meet the bulk requirements.

4. The evidence presented by the applicant substantiated the fact that practical difficulty would be encountered if the applicant was denied the area variance.

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 variance requested is not granted since there is no additional property which can be acquired in order to meet the bulk requirements.

2. The requested variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood since the neighboring properties are one-family residential dwellings in nature.

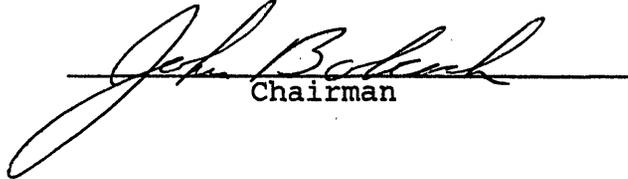
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 6,737 s.f. lot area and 32 ft. lot width variance with the restriction that applicant construct the dwelling in conformance with the frontyard setbacks of the existing residential dwellings in the area and accordance with plans submitted 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: June 23, 1986.


Chairman



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

June 12, 1986

HICKS & DUNNIGAN CONTRACTING CO.
Box 352
Congers, N. Y. 10920

RE: APPLICATION FOR AREA VARIANCE - HOERST, HERMAN
#86-12

Attn: Patrick O. Dunnigan

Dear Pat:

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 an area variance. This decision was made at the June 9, 1986 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.

Best regards.

Very truly yours,

PATRICIA DELIO
Secretary to Zoning Bd. of Appeals

/pd

cc: Town Building Inspector
Planning Board

Dear Sirs

RAF 6/9/86
ZBA

I object to the proposed variance
because it would not be in
accordance with other homes in the
area

George D. Blauth &
Valley Drive Blauth.
Salisbury, Md, 21877

Rec'd
Filed 6/5/86
6/9/86 -
ZAA.

Dear Sir -

I feel the property is not large
enough to accommodate a house that is
equivalent to the others in the area.

Mrs. Frances Herald Remba
Windsor Terrace
Salisbury Mills 12577 N.Y.

June 8, 1986 ^{2BP} 6/9/86
2BA

I am not in favor of a zoning change
to grant a Variance.

Water is my main concern.

People new to the area do not know how to
work from a well & thus cause drastic
drain on water supply.

2nd - if such a variance is granted
to build on so small a piece of property it
will happen again & thus cause over-crowding
and increased traffic on already over used
streets in the area.

Margaret D. Gallagher

Ref 6/9/86.

ZBA.

JUNE 6, 1986

THE ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR, NY 12550

RE: VARIANCE REQUEST OF MR. HOERST & PATRICK O. DUNNIGAN,
ZBA # 12
APPLICABLE TO: BUILDING SITE AT THE INTERSECTION OF
VALLEY VIEW DRIVE AND WINDSOR TERRACE,
NEW WINDSOR, NY.

Gentlemen:

It is requested that you accept this letter of the undersigned concerned parties who are unable to personally attend the meeting on this date concerning the variance request of Mr. Herman Hoerst & Patrick O. Dunnigan, ZBA # 12 regarding construction of a single family dwelling with insufficient lot area and lot width; as a community objection to the placement of the dwelling on said site.

We Mrs. & Mrs. Stephen H. Delgado object to the construction of said dwelling because it is not in accordance of surrounding area. This in turn will open the area to more objectionable sites.

Bertha Delgado

6/9/86

Public Hearing - Hoerst/Dunnigan

86-12

	Name:	Address:
object *	Don Waldo	Windsor Rd
object x	Charlotte Waldo	" "
	Helenja Best	" "
object x	Eva Gulholland	" "
	Margaret Smith	Birchwood Lane
	Barbara LaFroyga	Valley Dr
	Grace Brown	Windsor Rd.
*	Joseph Collins	Valley Dr
	Elizabeth Benz	Valley Dr.
? object x	Spaldine Morahan	Valley Dr.
object x	Francis E. Sutton	Windsor Rd
object x	James A. Madden, Jr.	Attorney for Wm. & Margaret Collins 16 Valley Drive
	Elizabeth Hselt	438 Highland Ave. Bend River
	Clare McLeod	910 Sierra Vista Valley College ²¹⁴
? x	Res. Wheelhammer	Palisade Mts. ²¹³

28 returns
1 no del.

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK



1763

May 14, 1986

Hicks & Dunnigan
c/o Patrick Dunnigan
Box 352
Congers NY 10920

Re: 59-2-27

Dear Mr. Dunnigan:

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

The charge for this service is \$55.00. Please remit the same to the Town Clerk, Town of New Windsor.

Very truly yours,

Christian E. Jahrling
CHRISTIAN E. JAHRLING, IAO
SOLE ASSESSOR

CEJ/jk
Enc



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

31
1

✓ Rakowiecki Joseph E
Station Rd
Salisbury Mills NY 12577

Snipel Corp
27 Waring Rd
Newburgh NY 12550

✓ Knipp John & Fannie
Route 208
Washingtonville NY 10992

✓ Goodrich Paul S
& Donna M
Box 138A RD1
Salisbury Mills NY 12577

✓ Weider Arthur
552 Laguardia Place
New York NY 10012

✓ Remba Frances H
Windsor Terr
Salisbury Mills NY 12577

✓ Sutton Francis E
& Marianne
RD4 Windsor Terrace
Salisbury Mills NY 12577

✓ Windsor Hills Assn Inc
PO Box 144
Salisbury Mills NY 12577

✓ Best Hermina & Charles
RD1 Windsor Terrace
Salisbury Mills NY 12577

✓ Collins William & Margaret
16 Valley Drive
Salisbury Mills NY 12577

✓ Mendola John & Olga
RD1 Box 161 Valley Drive
Salisbury Mills NY 12577

✓ Blauth George D Sr
RD4 Windsor Terrace
Salisbury Mills NY 12577

✓ Delgado Stephen H & Bertha
RD1 Box 142 Valley Dr.
Salisbury Mills NY 12577

✓ Lafrazza Joseph & Barbara
RD4 Valley Dr
Salisbury Mills NY 12577

✓ Gisselbrecht George L
& Mary Jane
RD1 Salisbury Mills NY 12577

✓ Parrinello Joseph
RD1 Box 141D Valley View Dr
Salisbury Mills NY 12577

✓ Gallagher John R
& Margaret
PO Box 52
Salisbury Mills NY 12577

✓ Mullholland Harry G
& Eva M
RD1 Box 158 Windsor Rd
Salisbury Mills NY 12577

✓ Patco Homes Inc
PO Box 143
Monroe NY 10950

✓ Melone Mark J
RD1 Birchwood Dr
Salisbury Mills NY 12577

✓ Reilly Dalton & Ann Marie
17 Keeler Place
Ridgefield Ct 06877

✓ Broere Antonius & Grace
RD1 Box 158 Windsor Rd
Salisbury Mills NY 12577



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

✓Hyde Walter F Jr
& Janine E
RD1 Windsor Rd
Salisbury Mills NY 12577

✓Waldo Daniel Sr
& Charlotte
Valley Dr
Salisbury Mills NY 12577

✓Monahan John R
& Geraldine
RD1 Box 160B Valley Dr
Salisbury Mills NY 12577

✓Strugger Stuart R
RD1 Box 162A
Salisbury Mills NY 12577

✓Amiano Fred A
161 Valley View Dr
New Windsor NY 12550

✓Heidelberg Jan
56 Lake Road
Salisbury Mills NY 12577

✓Benga Joseph Jr
& Theresa R
Valley View Dr
Salisbury Mills NY 12577

Ball Robert R
& Shanthi V
Valley View Dr
Salisbury Mills NY 12577

✓Benz Elizabeth
Box 161A Valley Drive
Salisbury Mills NY 12577

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. 12

Request of HERMAN HOERST and PATRICK O. DUNNIGAN for a VARIANCE ~~SPECIAL PERMIT~~ of the regulations of the Zoning Ordinance to permit construction of single family residential dwelling with insufficient lot area and lot width; being a VARIANCE ~~SPECIAL PERMIT~~ of Section 48-12-Table of Use/Bulk Regs.-Cols. C & D for property situated as follows:

At the intersection of Valley View Drive and Windsor Terrace, New Windsor, N. Y. known and designated as tax map Section 59-Block 2- Lot 27.

SAID HEARING will take place on the 9th day of June, 1986, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

JACK BABCOCK
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

86-12.

Date: 5/21/86.

I. ✓ Applicant Information:

914-638-2316

- (a) HICKS & DUNNIGAN CONTRACTING Co. P.O. Box 352 CONGERS, N.Y. 10920
(Name, address and phone of Applicant) (Owner)
- (b) HICKS & DUNNIGAN CONTRACTING Co. P.O. Box 352 CONGERS, N.Y. 10920
(Name, address and phone of purchaser or lessee)
- (c) JOHN F. MARTIN P.O. Box 424 CHESTER, N.Y. 10918 469-9129
(Name, address and phone of attorney)
- (d) STEVE VALASTRO RT. 17 M CHESTER, N.Y. 10918 469-9144
(Name, address and phone of Broker)

II. Application type:

- Use Variance Sign Variance
- Area Variance Special Permit

III. ✓ Property Information:

- (a) R-4 VALLEY VIEW DR. & WINDSOR TERRACE 59-2-27 15,043 S.F.
(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? 12/60
- (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? YES
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: N/A

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 USE/BULK Regs., Col. C, D.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>21,780 S.F.</u>	<u>15043 S.F.</u>	<u>6,737 S.F.</u>
Min. Lot Width <u>100 FT.</u>	<u>68 FT.</u>	<u>32 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

(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.

THE PROPERTY IN QUESTION IS LANDLOCKED & NO ADDITIONAL LAND IS AVAILABLE FOR PURCHASE IN ORDER TO MEET THE BULK REQUIREMENTS OF THE ZONING LAW AN AREA VARIANCE IS THE ONLY RELIEF TO APPLICANT.

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.)

SINGLE FAMILY DWELLING OF FRAME CONSTRUCTION WHICH
WILL CONFORM TO NEIGHBORING RESIDENCES.

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.
- N/A 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 May 21, 1986.

STATE OF NEW YORK)
COUNTY OF ORANGE) 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.

Patrick O. Sammons
Co- (Applicant)

Sworn to before me this
21st day of May, 1986.

Patricia Delio

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

XI. ZBA Action:

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

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

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.

CONTRACT OF SALE made as of the ^{11th} day of ~~February~~ ^{March}, 1986

BETWEEN

HERMAN HOERST and ELIZABETH HOERST, husband and wife, both residing at 238 North Highland Avenue, Pearl River, New York 10965

Address:

hereinafter called "SELLER", who agrees to sell, and

PATRICK DUNNIGAN and ALLEN HICKS, residing at River Rise Road, New City, New York 10956

Address:

hereinafter called "PURCHASER", who agrees to buy:

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

Street Address. Windsor Terrace, New Windsor, New York

Tax Map Designation: 59-2-27, New Windsor

Being an unimproved (vacant) lot of approximately 0.5 acres

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

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.

NONE ARE INCLUDED - VACANT LAND

Excluded from this sale are:

Furniture and household furnishings,

1. a. The purchase price is

BETWEEN

HERMAN HOERST and ELIZABETH HOERST, husband and wife, both residing at 238 North Highland Avenue, Pearl River, New York 10965

Address:

hereinafter called "SELLER", who agrees to sell, and

PATRICK DUNNIGAN and ALLEN HICKS, residing at River Rise Road, New City, New York 10956

Address:

hereinafter called "PURCHASER", who agrees to buy:

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

Street Address. Windsor Terrace, New Windsor, New York

Tax Map Designation: 59-2-27, New Windsor

Being an unimproved (vacant) lot of approximately 0.5 acres

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

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NONE ARE INCLUDED - VACANT LAND

Excluded from this sale are:

Furniture and household furnishings,

1. a. The purchase price is	\$ 25,000.00
payable as follows: Previously paid to the broker	250.00
On the signing of this contract, by check subject to collection: to be held in escrow by sellers' attorney until closing	\$ 2,250.00
By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S):	\$ -0-
By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER:	\$ -0-
BALANCE AT CLOSING: by cash or certified check in US funds	\$ 22,500.00

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

ing
gage(s):

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

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.

table
s:

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 (\$ 500.00) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

ject to"
sions:

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- d. Covenants, easements, agreements, restrictions and consents of record, and such state of facts that an accurate survey and personal inspection may reveal.

Company
with:

5. SELLER shall give and PURCHASER shall accept such title as any licensed title company

the escrow account to SELLER at CLOSING.

ing
Mortgage(s):

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

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.

table
s:

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 (\$ 500.00) dollars, or
d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

ject to"
sions:

4. The PREMISES are to be transferred subject to:
a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
d. Covenants, easements, agreements, restrictions and consents of record, and such state of facts that an accurate survey and personal inspection may reveal.

Company
deal:

5. SELLER shall give and PURCHASER shall accept such title as any licensed title company 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.

ig
and
of Deed:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale with covenants 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.

ig
and Place:

7. CLOSING will take place at the office of Charles P. Obremski, Esq. 320 Main St. Cornwall, N.Y. 12518
at 10 o'clock on or before ~~March 31, 1986~~ ~~xxxxxx~~ April 30, 1986

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

ALL that certain plot, piece or parcel of land, with the building thereon, situate, lying and being in the TOWN OF NEW WINDSOR, COUNTY OF ORANGE AND STATE OF NEW YORK:

BEGINNING at a point in the east line of Valley View Drive distant 17.15 feet on a course of north 12 deg 26' west from the northwest corner of lands heretofore conveyed by Clarence P. and Mary E. Strakosch to Providlo and Lavender by Deed dated Oct. 17, 1952 and recorded in Orange County Clerk's Office on Dec. 16th, 1952, in Liber 1253 of Deeds at page 525, and thence along the east line of Valley View Drive north 12 deg 26' west 23.58 ft. to the corner formed by the intersection of the east line of Valley View Drive with the south line of Windsor Terrace; thence at right angles to the last described line and along the south line of Windsor Terrace north 77 deg 34' east 63.04 feet to an angle in the same; thence along the east line of Windsor Terrace north 18 deg. 49' east 24.07 feet; thence south 73 deg 27' east 318.37 feet to the west shore line of Beaver Dam Lake; thence along the west shore line of Beaver Dam Lake south 30 deg. 40' west 61.83 feet to an angle in the same; thence still along the west shore line of Beaver Dam Lake south 42 deg. 40' west 17 feet; thence north 73 deg. 27' west 340.47 feet to the east line of Valley View Drive and the place of beginning.

TOGETHER with an easement of right of way for access over and upon the streets abutting the said premises and along the same to and from Lake Road (Jackson Avenue)

SUBJECT to easements and rights of way in favor of the Central Hudson Gas and Electric Corporation and the Highland Telephone Company;

SUBJECT to reservation of a right of way four feet in width along the front and rear lines of the premises described herein for the use of electric light and telephone poles, and wires, and water mains;

SUBJECT to the covenants and restrictions contained in deed made by Clarence P. Strakosch and Mary E. Strakosch to the seller dated in June, 1954 and recorded in the Orange County Clerk's Office. Book 1309 Page 32.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, and more particularly all rights set forth in Deed Strakosch to Maehnel dated June 12, 1954, recorded Book 1309 page 32. TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs and assigns forever

SCHEDULE A

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.

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.

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.

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.

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.

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

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

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.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

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(5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

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 and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

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.

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.

19. All money paid on account of this contract and the reasonable expenses of examination of the title to the

days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

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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.

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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.

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20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

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erty:

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.

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reement:

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

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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. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

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

25. Sellers represent that the premises which are the subject of this contract is a legal building lot and that, subject to the requirements of the zoning laws of the Town of New Windsor, a building permit to construct a single family dwelling may be obtained. The sellers shall have no obligation to obtain any building permits or licenses for the purchasers or any third parties, but this contract is conditional upon the Purchasers obtaining a Building Permit to erect a one family house on the property in accordance with the Zoning Laws of the Town of New Windsor. The Purchasers will make application for a variance in order to obtain a Building Permit and such other Permits and licenses as may be required and thereafter a closing will be held. In the event that such variance is denied or in the event the Purchasers are unable to obtain a Building Permit and such other Permits and licenses as may be necessary to erect a one family house, ~~thereafter~~ ~~that~~ ~~event~~ this Contract shall be null and void and the purchase price returned by the attorney for the Sellers to the Purchasers and thereafter all parties will be released from any further liability under the Contract.

Herman Hoerst
HERMAN HOERST

Elizabeth Hoerst
ELIZABETH HOERST

Patrick O. Dunnigan
PATRICK DUNNIGAN

Allen K. Hicks
ALLEN HICKS

In Presence Of:

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

PREMISES

TITLE No.

SECTION

BLOCK

LOT

COUNTY OR TOWN

TO

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Herman Hoerst
HERMAN HOERST

Elizabeth Hoerst
ELIZABETH HOERST

Patrick O. Dunnigan
PATRICK DUNNIGAN

Allen K. Hicks
ALLEN HICKS

In Presence Of:

Closing of title under the within contract is hereby adjourned to _____, 19____, at _____ o'clock, 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. _____

TO

SECTION
BLOCK
LOT
COUNTY OR TOWN
STREET ADDRESS
TAX BILLING ADDRESS



Prelim.

4/28/86. - 7:30.

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

(2)

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 4/10 1986

To HERMAN & Elizabeth HOERST
238 N. Highland AVE
Pearl River, N.Y.

PLEASE TAKE NOTICE that your application dated 4/10 1986

for permit to Build Home

at the premises located at Valley View Drive & Windsor Terrace BD Lake.

R4 Zone 59-2-27

is returned herewith and disapproved on the following grounds:

Need Lot AREA OF ~~17,627 Ft~~ - Need Lot Width of 32 Ft

① Lot area - 6,737 sq. ft. lot width 32 ft. required

② Lot width - 32 ft.

Pat O. Dunnington - contact pm.
Rwin Rise Rd.
New City NY 10956.

John Dunnington Asst Zoning Inspector
Building Inspector

Requirements	21,780	Proposed or Available	Variance Request
Min. Lot Area	32,470 Ft	15,043 Ft	17,627 Ft 6,737
Min. Lot Width	100 Ft	60 Ft	32 Ft
Reqd. Front Yd.	35	35	
Reqd. Side Yd.	15/30	20/20	

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 4/10 1986

To HERMAN + Elizabeth HOERST
238 M. Highland Ave
Penel River, N.Y.

PLEASE TAKE NOTICE that your application dated 4/10 1986
 for permit to Build Home
 at the premises located at Valley View Drive + Windsor Terrace BDrake
Rd Zone 59-2-37

is returned herewith and disapproved on the following grounds:

- Need Lot AREA OF ~~17,627~~ FT - Need Lot Width of 32 FT
 ① Lot area - 6,737 sq. ft. lot width 32 ft. required
 ② Lot width - 32 ft.

*Pat O. Dunnington - contact pm.
 Rwin Rise Rd.
 New City NY 10956.*

John Finnegan
 Building Inspector
 Assistant Inspector

Requirements	21,780	Proposed or Available	Variance Request
Min. Lot Area	<u>32,470 FT</u>	<u>15,013 FT</u>	<u>17,627 FT 6,737</u>
Min. Lot Width	<u>100 FT</u>	<u>68 FT</u>	<u>32 FT</u>
Reqd. Front Yd.	<u>35</u>	<u>35</u>	<u>-</u>
Reqd. Side Yd.	<u>15/30</u>	<u>20/20</u>	<u>7</u>
Reqd. Rear Yd.	<u>40</u>	<u>154</u>	<u>-</u>
Reqd. Street Frontage*			
Max. Bldg. Hgt.			
Min. Floor Area*			
Dev. Coverage*			
Floor Area Ratio**			

* Residential Districts only
 ** Non-residential districts only

Name of Owner of Premises HERMAN + ELIZABETH HOERST
 Address 238 N. HIGHLAND AVE. EARL RIVER, N.Y. Phone

Name of Architect JAMES H. TANNER
 Address 117 SPOOK ROCK RD. SUFFERN, N.Y. Phone 914-357-4644

Name of Contractor HICKS + DUNNIGAN CONTRACTING CO.
 Address P.O. BOX 352 CONGERS, N.Y. 10920 Phone 914-638-2316

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 EAST side of WINDSOR TERRACE
 (N. S. E. or W.)
 and AT feet from the intersection of VALLEY VIEW DR. + WINDSOR TERRACE
2. Zone or use district in which premises are situated RESIDENTIAL
3. Tax Map description of property: Section 59 Block 2 Lot 27
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
 - a. Existing use and occupancy VACANT LOT b. Intended use and occupancy
5. Nature of work (check which applicable): New Building Addition..... Alteration..... Repair..... Removal.....
 Demolition..... Other.....
6. Size of lot: Front 68 Rear 68 Depth 79.5 Front Yard 35 Rear Yard 15.4 Side Yard 2.0
 Is this a corner lot?.....
7. Dimensions of entire new construction: Front 28 Rear 28 Depth 26 Height 26 Number of stories 2
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor.....
 Number of bedrooms 3 Baths 1 1/2 Toilets 2
 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 \$50,000.00 Fee \$135.00
 (to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

Name of Contractor

Address P.O. BOX 352 CONGERS, N.Y. 10920 Phone 914-638-2316

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 EAST side of WINDSOR TERRACE
(N. S. E. or W.)

and AT feet from the intersection of VALLEY VIEW DR. & WINDSOR TERRACE

2. Zone or use district in which premises are situated RESIDENTIAL

3. Tax Map description of property: Section 59 Block 2 Lot 27

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

a. Existing use and occupancy VACANT LOT b. Intended use and occupancy

5. Nature of work (check which applicable): New Building Addition..... Alteration..... Repair..... Removal.....
Demolition..... Other.....

6. Size of lot: Front 68 Rear 68 Depth 195 Front Yard 35 Rear Yard 154 Side Yard 20

Is this a corner lot?.....

7. Dimensions of entire new construction: Front 28 Rear 28 Depth 26 Height 26 Number of stories 2

8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor.....

Number of bedrooms 3 Baths 1 1/2 Toilets 2

Heating Plant: Gas..... Oil Electric...../Hot Air..... Hot Water

If Garage, number of cars.....

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CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 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 is completed, and before it is covered from inside, and Plumbing rough-in.
- 5-Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.

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

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.. APRIL .. 9 .. 19.. 86 ..

INSTRUCTIONS

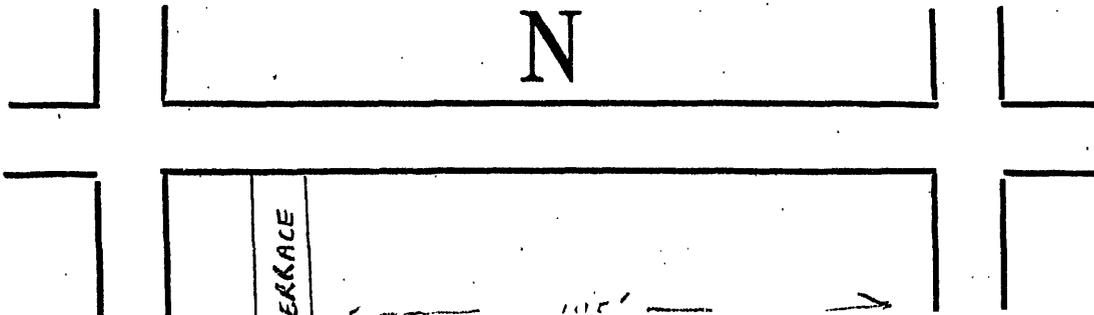
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout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

..... Patrick O. Demingham RIVER RISE RD. NEW CITY, N.Y. 10956
(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.. *APRIL 9*.....19*86*...

INSTRUCTIONS

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Patrol O. Deming.....*RIVER RISE RD. NEW CITY, N.Y. 10956*
 (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.

