

ZB# 91-14

Robin Gordon

73-3-4

Preliminary Meeting:

April 22, 1991

Public Hearing:

May 13, 1991

Notice to Sentinel
on 4/24/91. ✓

Need:

- (1) Copy of Deed
- (2) Title Report
- (3) Photos.

aff ✓

Paid \$25.00 ✓
fee on 4/29/91.

Ap. Granted

Area -
5/13/91

#91-14- Gordon, Robin
(Rear deck)

General Receipt

12013

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

May 14 1991

Received of Robert Gordon \$ 25.00

Twenty-five and 00 DOLLARS

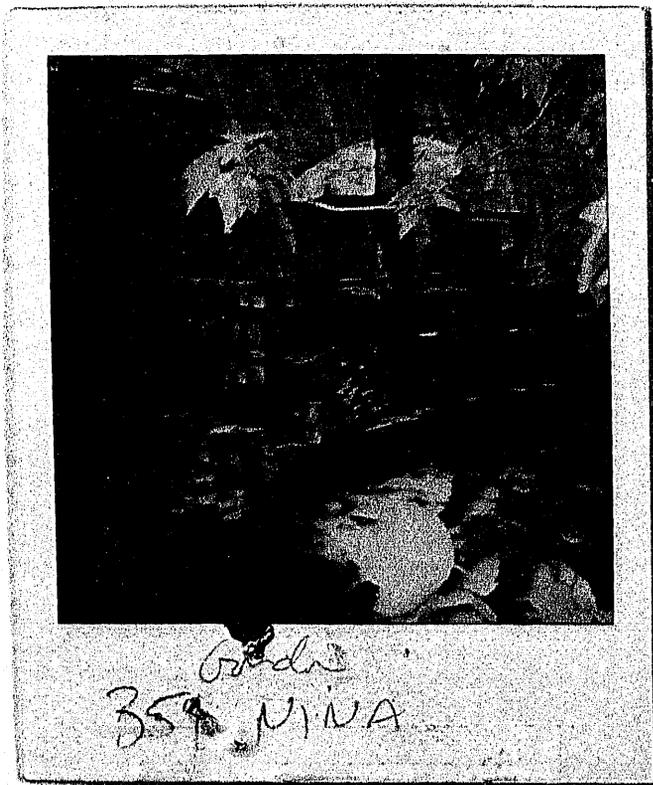
For ZBA App. Fee #91-14 100

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CP 864</u>		<u>25.00</u>

By Pauline M. Townsend
Town Clerk
Title

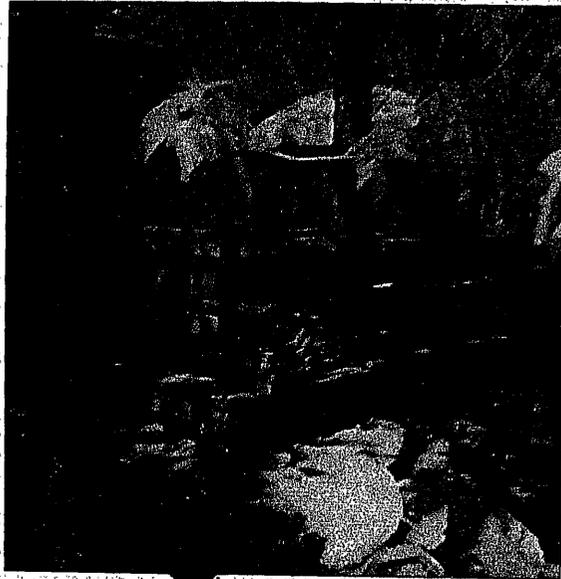
Williamson Law Book Co., Rochester, N. Y. 14609



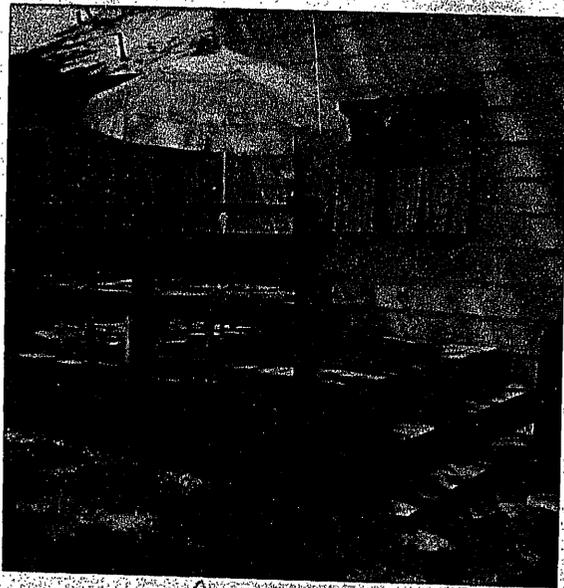
FUND	CODE	AMOUNT
CP. 864		25.00

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

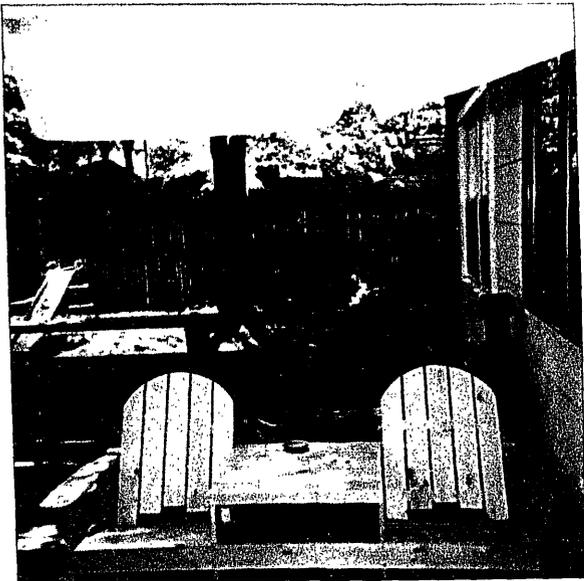
By Hulene H. Townsend
es.
Town Clerk
 Title



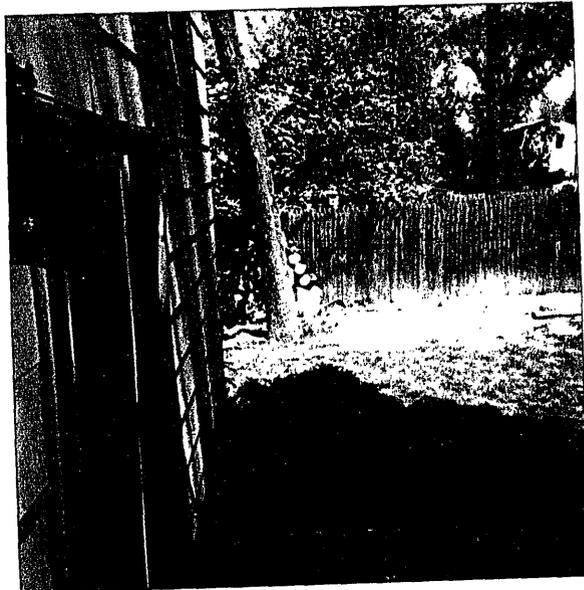
Garden
 35 + NINA



Garden
 35 + NINA



351



NEW WINDSOR ZONING BOARD OF APPEALS

-----X
In the Matter of the Application of
ROBIN GORDON,

DECISION GRANTING
AREA VARIANCE

#91-14.
-----X

WHEREAS, ROBIN GORDON, residing at 351 Nina Street, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for an 27 ft. 4 in. rear yard variance in order to replace an old deck with a larger deck on property located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 13th day of May, 1991 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, ROBIN GORDON, appeared in behalf of himself and spoke in support of the application; and

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

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings 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 is seeking permission to vary the provisions of the bulk regulations pertaining to rear yard in order to replace an existing deck with a larger deck attached to residential dwelling in an R-4 zone.

3. The evidence presented by applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order to allow construction of the proposed larger deck, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that the house and the existing deck were built about 1973. The existing deck, and possibly the rear portion of the house itself, as built, encroach into the required rear yard. It does not appear that any previous variances were obtained by the builder for this layout.

5. The evidence presented by the applicant indicated that the layout of the existing deck and house was similar to that of his neighbors, given the small size of the lots and the

applicable yard requirements.

6. Because of the existing undersize rear yard, this application for a deck which is only approximately 2 1/2 ft. wider than the deck which it replaces, results in a request for a 27 ft. 4 in. rear yard variance.

7. Although the variance requested is seemingly substantial, the impact of the new construction on the neighborhood is not substantial.

8. The evidence presented by the applicant indicated that the existing deck was rotting and needed to be replaced.

9. The applicant seeks to replace the existing deck with a larger deck in order to preserve an existing tree and at the same time create more usable space on the deck. The applicant indicated that the existing deck is barely wide enough to accommodate a picnic table.

10. The evidence presented by the applicant further indicated that he would suffer significant economic injury from the strict application of the bulk regulations to his lot since he would be deprived of a deck entirely, unless a variance were granted.

11. In addition, the evidence presented by the applicant indicated that if the variance were granted only to replace the existing deck with one of the same size, he would suffer significant economic injury due to the expense of removing the tree, and the diminished property value resulting therefrom, as well as being unable to recover his investment in creating an undersized deck which lacks utility.

12. The evidence presented by applicant substantiated the fact that the addition could not be constructed economically on any other portion of the parcel because of the size of the lot.

13. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variance.

14. The requested variance is not substantial in relation to the bulk regulations for rear yard given the fact that there was an existing deck attached to the residential dwelling when the house was constructed.

15. The requested variance will not result in substantial detriment to adjoining properties nor change the character of the neighborhood.

16. The requested variance will produce no effect on the population density or governmental facilities.

17. There is no other feasible method available to applicant which can produce the necessary results other than the variance procedure.

18. The interest of justice would be served by allowing the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 27 ft. 4 in. rear yard variance to allow construction of a deck located to the rear of the residential dwelling in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

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

Dated: June 24, 1991.


Chairman

(ZBA DISK#4-052891.FD)

PUBLIC HEARING: GORDON, ROBIN

MR. FENWICK: This is a request for 27 foot 4 inch rear yard variance to replace porch at 351 Nina Street in an R-4 zone.

Mr. Robin Gordon came before the Board representing this proposal.

MR. FENWICK: Tell us what you want to do for the record and why you want to do it.

MR. GORDON: Well, I want to take down the deck that's rotting and replace it with a slightly larger deck, which will accomplish two things. It will enable me to save a tree that is actually growing up through the deck but because the present deck is so small, if I wanted to utilize the space, I'd have to take the tree down. That would cost around 4 or \$500 and of course destruction of the tree and that's one of the things I like about the property. I believe Pat you have some pictures showing.

MRS. BARNHART: Yes, I have pictures. I have the application. I have all kinds of things.

MR. FENWICK: Do we have a deed and title policy?

MR. LUCIA: Yes, thank you. Again, you may have heard the previous applicants, that refers to recorded covenants, restrictions and easements. To your knowledge, is there anything effecting the title to this property which would prevent you in building a deck that you're proposing, assuming the Board grants you a variance?

MR. GORDON: To my knowledge, there's no such policies in existence. So, basically, all I want to do is tear the deck down that's rotting, put a deck up that's a little larger that will give us some room to put a picnic table and keep me from having to cut the tree down.

MR. PETRO: What's the dimensions of the deck that's there now, probably 8 foot?

MR. GORDON: It's like 10 by 15, 10 by 12. Part of that is taken up by a bench and part of it is taken up by this tree that's growing up through the building or porch. So, actually all we are talking about is extending 2 1/2 feet towards the back of

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the property and several feet wider giving us more square footage to accommodate, as you can see, there's a little picnic table that really doesn't have room to get by on either side for all intense purposes, it's not useable as it is.

MR. PETRO: This is a ground level deck? It's ground level this deck, it's not coming off the second story?

MR. GORDON: Correct.

MR. FENWICK: You're not going to cover this deck, just going to be--

MR. GORDON: Right, going to be an open deck with a railing and some stairs.

MRS. BARNHART: For the record, I have mailed out 57 addressed envelopes and I have an affidavit in here.

MR. LUCIA: If I can have you speak to significant economic injury. You mentioned cost of removing the tree.

MR. GORDON: That's right. That's one primary, one of the main economic difficulties to tear down that deck and construct a similiar deck of similiar size around the tree would give me a deck with almost no useable space so the only way to have useable space without getting a variance would be cutting the tree down.

MR. LUCIA: If you were to do that, the loss of the tree would diminish the value of the property?

MR. GORDON: Correct.

MR. LUCIA: And the undersized deck--

MR. GORDON: Would also contribute to devaluing my property.

MR. LUCIA: Thank you.

MR. FENWICK: Questions from Members of the Board?

MR. TANNER: How are we getting 27 feet out of this, the deck isn't that wide, is it?

MR. GORDON: I thought isn't the variance from the rear of the deck to the rear of my property?

MR. FENWICK: Yes, he may be too close to the back with the house now. Is that it?

MR. BABCOCK: Yes.

MR. FENWICK: He doesn't even have a 40 foot rear yard.

MR. TANNER: I thought I remembered something like that. I just was trying to figure that out.

MR. GORDON: Did they have to get a variance when they built that house?

MR. TORLEY: They should have.

MR. LUCIA: How old is the house?

MR. GORDON: 1973.

MR. FENWICK: It might have been part of the planned development plan.

MR. TORLEY: That wasn't up there. I don't think Nina Court is that.

MRS. BARNHART: It's Nina Street.

MR. FENWICK: They are all undersized lots. There isn't a legal sized lot there. There isn't a 15,000 square foot lot up there, I don't think.

MR. GORDON: They are all about 10 and I believe that the back of the house--

MR. FENWICK: The standard lots were 100 by 100. If you wanted to pay extra money, you got a 100 by 125.

MR. PETRO: Bottom line is you're only going 2 1/2 feet further than what is already up?

MR. GORDON: Exactly. And I believe that the back of the house is less than 40 feet to the back.

MR. FENWICK: Yes, it must be in order to have this.

MR. GORDON: It's probably 35 feet.

MR. BABCOCK: Thirty-five (35) something, it's 35 something is his rear yard.

MR. FENWICK: Any other questions from the Members of the Board?

MR. TANNER: I make a motion we grant it.

MR. TORLEY: We have no trouble because of the small lots? We are not getting into trouble with developmental coverage, are we? Just to make sure we are covered on this. I don't think so but I want to make sure we don't mess it up.

MR. BABCOCK: I don't know what the coverage is there but it doesn't look like 30%. I think that's what the requirements are. We'll have to ask the applicant to give us the calculations of what the coverage is of his property.

MR. TORLEY: I'm not asking for the exact detail.

MR. BABCOCK: If we don't have the number, I can't tell you.

MR. FENWICK: If we don't have the numbers, we don't have them on the application and that's what we are acting on right now is the application as it stands.

MR. TORLEY: Are there any limitations how much of your lot you can cover with structures and--

MR. BABCOCK: I have to start asking for that number because it does come up often. I'm going to start asking for it.

MR. FENWICK: We are not acting on it now. It's not on the application. We're not going to move on it.

MR. GORDON: There's a limit to the amount of covered yard, house or otherwise percentage wise?

MR. TANNER: Yes, 30%.

MR. GORDON: You can't exceed 30%?

MR. TORLEY: So you can't pave your entire property.

MR. GORDON: If you put up a bordello and charged--

MR. TANNER: Because your driveway is included.

MR. FENWICK: I'm going to open it up to the public. I notice there is no one that signed the roster, but is there anyone that would like to speak in reference to this? Are we all set?

MR. LUCIA: Yes.

MR. FENWICK: I'll close the public hearing and open it back up to the Members of the Board. Any questions?

MR. TANNER: Now, I'll make my motion.

MR. FENWICK: Are we satisfied?

MR. LUCIA: Yes.

MR. FENWICK: We have a motion from Mr. Tanner.

MR. TANNER: Yes.

MR. PETRO: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Petro	Aye
Mr. Tanner	Aye
Mr. Fenwick	Aye

MR. FENWICK: Again, if you were listening to what I told the other applicants, you are going to have to wait until the formal decision comes through before you can get a building permit.

MR. GORDON: What's the time lapse between this point and that point?

MR. FENWICK: That point would be the earliest June 10th.

MR. GORDON: It's something that has to happen at the next--

MR. FENWICK: If we have all our paperwork then we'll strive to get it done at the next one. It's just a matter of writing it up like this.

MR. GORDON: Do I have to be present again?

MR. FENWICK: No, you do not.

MR. TORLEY: You're more than welcome to come.

MR. FENWICK: If you call Pat that day, she'll know whether the formal decisions are up for that evening or you can wait until the next day and find out whether yours went through or not.

MR. GORDON: And then is that part of some official

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paperwork that I then take back to Mike?

MR. FENWICK: Right over to Mike.

MR. PETRO: He'll give you a building permit.

MR. BABCOCK: You can start with your plans.

MR. GORDON: I think I drew up some plans.

MR. FENWICK: He's going to have to take a look at whatever you have got and again there's not law that says you can't tear it down and there's no law that says you can't dig holes.

MR. GORDON: I understand. Thank you all for making this such a pleasant experience.

MR. FENWICK: Thank you.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

91-14

Date: _____

I. Applicant Information: ✓

- (a) Robin Gordon 351 NINA ST N.W. 561-0632
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation.

III. ✓ Property Information:

- (a) R-4 351 NINA ST 73,34 100 x 100
(Zone) (Address) (S.B.L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? yes 6/28/89
- (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? N/A
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: N/A

IV. Use Variance: N/A

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

(b) ^{N/A} 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 Use Regs., Col. G.

Requirements	Proposed or Available	Variance Request
Min. Lot Area	_____	_____
Min. Lot Width	_____	_____
Reqd. Front Yd.	_____	_____
Reqd. Side Yd.	<u>1</u>	<u>1</u>
Reqd. Rear Yd.	<u>40'</u>	<u>22' 8"</u>
Reqd. Street Frontage*	_____	<u>27' 4"</u>
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.

Present deck is rotting and is dangerous.
also, we would like to save a tree that is
part of the deck before it also rots.

VI. Sign Variance: ^{N/A}

(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.

N/A

(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. Interpretation: N/A

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

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

VIII. Additional comments:

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

Replacing ugly rotting porch deck with beautiful, new, laminated pine deck.

IX. Attachments required:

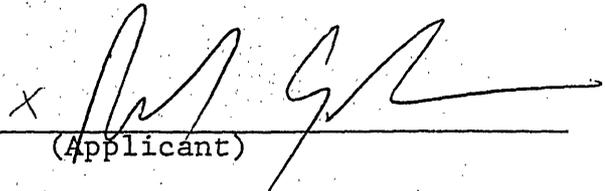
- Copy of letter of referral from Bldg./Zoning Inspector.
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access 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 4/24/91

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.

x 

(Applicant)

Sworn to before me this
24th day of April, 1991.
Patricia A. Barnhart

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1991.

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.

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

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

Robin Gordon,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

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

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

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

On May 2, 1991., I compared the 57. addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
On 2nd day of May, 1991..

[Signature]

Notary Public
ORANGE COUNTY, N.Y.
COMM EXPIRES 2/28/93

(TA DOCDISK#7-030586.AOS)

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. 14

Request of Robin Gordon

for a VARIANCE of

the regulations of the Zoning Local Law to

permit replacement of existing Dock
with insufficient rear yard

being a VARIANCE of

Section 48-12 Table of Bulk/Use Regulations

Column G₁ for property situated as follows:

351 NINA ST
New Windsor

Section: 73 Block: 3 Lot: 4

SAID HEARING will take place on the 13th day of
May, 1991, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

Richard Fenwick
Chairman

Notice
to Sentinel
on 4/24/91 (PFB)

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

THIS INDENTURE, made the ^{23rd} 23rd day of June, nineteen hundred and eighty-nine
BETWEEN

CHARLES HERRMANN and EDITH HERRMANN, his wife, residing at 351 Nina Street,
New Windsor, New York, 12550

party of the first part, and

ROBIN S. GORDON and LINDA K. GORDON, ^{husband + wife} residing at 90 Goldsmith Court,
Washingtonville, New York, 10992 ^{RG, RJ}

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----TEN-----
-----(\$10.00)-----dollars,

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

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

BEING shown and designated as Lot #4, Block D as shown on a certain map entitled
"Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated
February 1972, revised April 18, 1972 and filed in Orange County Clerk's office
on September 26, 1972 as Map #2869 (2 sheets).

COMMONLY known as 351 Nina Street, New Windsor, New York.

BEING ALSO KNOWN AS FOLLOWS:

Beginning at a point on the Easterly line of Nina Street, said point being the
intersection of the Easterly line of Nina Street with the Northerly line of Lot
No. 3, Block D on a map entitled "Woodwind" filed in the Orange County Clerk's
Office on September 26, 1972 as filed map No. 2869, running thence along the
Easterly line of Nina Street North 31 degrees 05'00" East 100.00 feet to a
point; thence along Lot No. 5, Block D on said filed map No. 2869 South 58
degrees 55'00" East 100.00 feet to a point; thence along Lot No. 11, Block D
on said filed map No. 2869 South 31 degrees 05'00" West 100.00 feet to a point;
thence along Lot No. 3, Block D on said filed Map No. 2869 North 58 degrees
55' 00" West 100.00 feet to the point or place of beginning.

BEING the same premises conveyed to Joseph P. Palomba and Rose L. Palomba,
husband and wife, dated April 1, 1975 and recorded in the Orange County Clerk's
Office in Liber 2004 at page 77. The said Joseph P. Palomba died on
October 10, 1979.

BEING the same premises described in a certain deed dated October 18, 1984 made
by ROSE L. PALOMBA (RAUHAUSER) to CHARLES HERRMANN and EDITH HERRMANN, husband
and wife, which deed was recorded in the Orange County Clerk's Office on
October 22, 1984 in Liber 2302 of Deeds at Page 559:

Deed to
351 Nina St

Ad
S/C

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

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

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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

CHARLES HERRMANN
EDITH HERRMANN

Charles Herrmann
CHARLES HERRMANN

Edith Herrmann
EDITH HERRMANN

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

CHARLES HERRMANN and
EDITH HERRMANN

TO

ROBIN S. GORDON and
LINDA K. GORDON

RECORD AND RETURN TO:
(Name and Address)

291150

Jeffrey R. Otto
Roskoski & Otto
710 Broadway
Newburgh, New York 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 057421 DATE 6-23-89 AFFIDAVIT FILED _____ 19 _____

INSTRUMENT TYPE: DEED MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

- BG20 Blooming Grove _____
- CH22 Chester _____
- CO24 Cornwall _____
- CR26 Crawford _____
- DP28 Deerpark _____
- GO30 Goshen _____
- GR32 Greenville _____
- HA34 Hamptonburgh _____
- HI36 Highland _____
- MK38 Minisink _____
- ME40 Monroe _____
- MY42 Montgomery _____
- MH44 Mount Hope _____
- NT46 Newburgh (T) _____
- NW48 New Windsor
- TU50 Tuxedo _____
- WL52 Walkkill _____
- WK54 Warwick _____
- WA56 Wawayanda _____
- WO58 Woodbury _____
- MN09 Middletown _____
- NC11 Newburgh _____
- PJ13 Port Jervis _____
- 9999 Hold _____

SERIAL NO. _____

Mortgage Amount \$ _____ CHECK _____ CASH _____ CHARGE

Exempt Yes _____ No _____ MORTGAGE TAX \$ _____

3-6 Cooking Units Yes _____ No _____ TRANSFER TAX \$ 590-

Received Tax on above Mortgage _____

Basic \$ _____

MTA \$ _____ RECORD. FEE \$ 14-

Spec. Add. \$ _____ REPORT FORMS \$ 5-

TOTAL \$ _____ CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 30th day of June 19 89 at 1253
O'Clock 11 A. M. In Liber/Film 3153
Deeds at page 81 and examined.

Marion S. Murphy
County Clerk

RECEIVED
\$ 590-
REAL ESTATE
JUN 30 1989
TRANSFER TAX
ORANGE COUNTY 89

STATE OF NEW YORK, COUNTY OF ORANGE

On the 23rd day of June 1989, before me personally came CHARLES HERRMANN and EDITH HERRMANN

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

Laura E. Remaley
LAURA E. REMALEY
NOTARY PUBLIC, State of New York
Qualified in Orange County
Reg. No. 01RE4914996
Commission Expires April 4, 1990

STATE OF NEW YORK, COUNTY OF

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

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

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

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

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No.

CHARLES HERRMANN and
EDITH HERRMANN

TO

ROBIN S. GORDON and
LINDA K. GORDON

SECTION 73
BLOCK 3
LOT 4
COUNTY OR TOWN Town of New Windsor
County of Orange

RETURN BY MAIL TO:

Jeffrey R. Otto
Roskoski & Otto
710 Broadway
Newburgh, New York 12550
Zip No.

Reserve this space for use of Recording Office.

LIBER 3155 PAGE 84

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

P.H. - 5/13/91

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

91-14

DATE: 4-17-91

Prelim -

APPLICANT: Gordon, Robin & Linda

Apr. 22, 1991

351 Nina St.

Need: Photos
Deed / Title die

New Windsor N.Y. 12553

Motion to sched. P.H.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-17-91

FOR (BUILDING PERMIT) To Build 12'6" x 30 REAR DECK

LOCATED AT 351 Nina St.

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 73 BLOCK: 3 LOT: 4

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____

INSUFFICIENT REAR YARD SETBACK

Michael Babcock
BUILDING INSPECTOR (S.D.)

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE <u>A-10</u>		
MIN. LOT AREA	_____	_____
MIN. LOT WIDTH	_____	_____
REQ'D FRONT YD	_____	_____
REQ'D SIDE YD.	_____	_____
REQ'D TOTAL SIDE YD.	_____	_____
REQ'D REAR YD.	<u>40'</u>	<u>27'4"</u>
REQ'D FRONTAGE	_____	_____
MAX. BLDG. HT.	_____	_____
FLOOR AREA RATIO	_____	_____

351 OLINA ST.
NEW WINDSOR, N.Y. 12553

Need photos
Deed/Title Policy
Motion to sched. P.H.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-17-91
FOR (BUILDING PERMIT) To Build 12'6" x 30 REAR DECK
LOCATED AT 351 OLINA ST.
ZONE R-7

DESCRIPTION OF EXISTING SITE: SEC: 73 BLOCK: 3 LOT: 4

IS DISAPPROVED ON THE FOLLOWING GROUNDS:
INSUFFICIENT REAR YARD SETBACK

Michael Babcock
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-7</u> USE <u>A-10</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.	<u>40'</u>	<u>27'4"</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	<u>6</u> %	<u>6</u> %

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

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.

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- INSULATION.
6- 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. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Robin + Linda Gordon
Address 351 NINA ST NW Phone 561-0632
Name of Architect Same
Address Phone
Name of Contractor Same
Address Phone
State whether applicant is owner, lessee, agent, architect, engineer or builder owner
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 North side of NINA ST and 300 feet from the intersection of SIM
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes No X
3. Tax Map description of property: Section 73 Block 3 Lot 4
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

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.

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Name of Owner of Premises ROBIN + LINDA GORDON
Address 351 NINA ST NW Phone 561-0632
Name of Architect SAME
Address Phone
Name of Contractor SAME
Address Phone
State whether applicant is owner, lessee, agent, architect, engineer or builder owner
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 North side of NINA ST
(N.S.E. or W.)
and 300' feet from the intersection of SIM
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes No X
3. Tax Map description of property: Section 73 Block 3 Lot 4
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy 1 Family b. Intended use and occupancy 1 Family
5. Nature of work (check which applicable): New Building 1 Addition X Alteration Repair 1
Removal Demolition Other 12' x 30' Deck
6. Size of lot: Front Rear 100' Depth 100' Front Yard Rear Yard Side Yard
Is this a corner lot? No
7. Dimensions of entire new construction: Front 30 Rear 30 Depth 12' Height 22' Number of stories
8. If dwelling, number of dwelling units Number of dwelling units on each floor
Number of bedrooms Baths Toilets
Heating Plant: Gas Oil Electric/Hot Air Hot Water
If Garage, number of cars
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost..... Fee.....

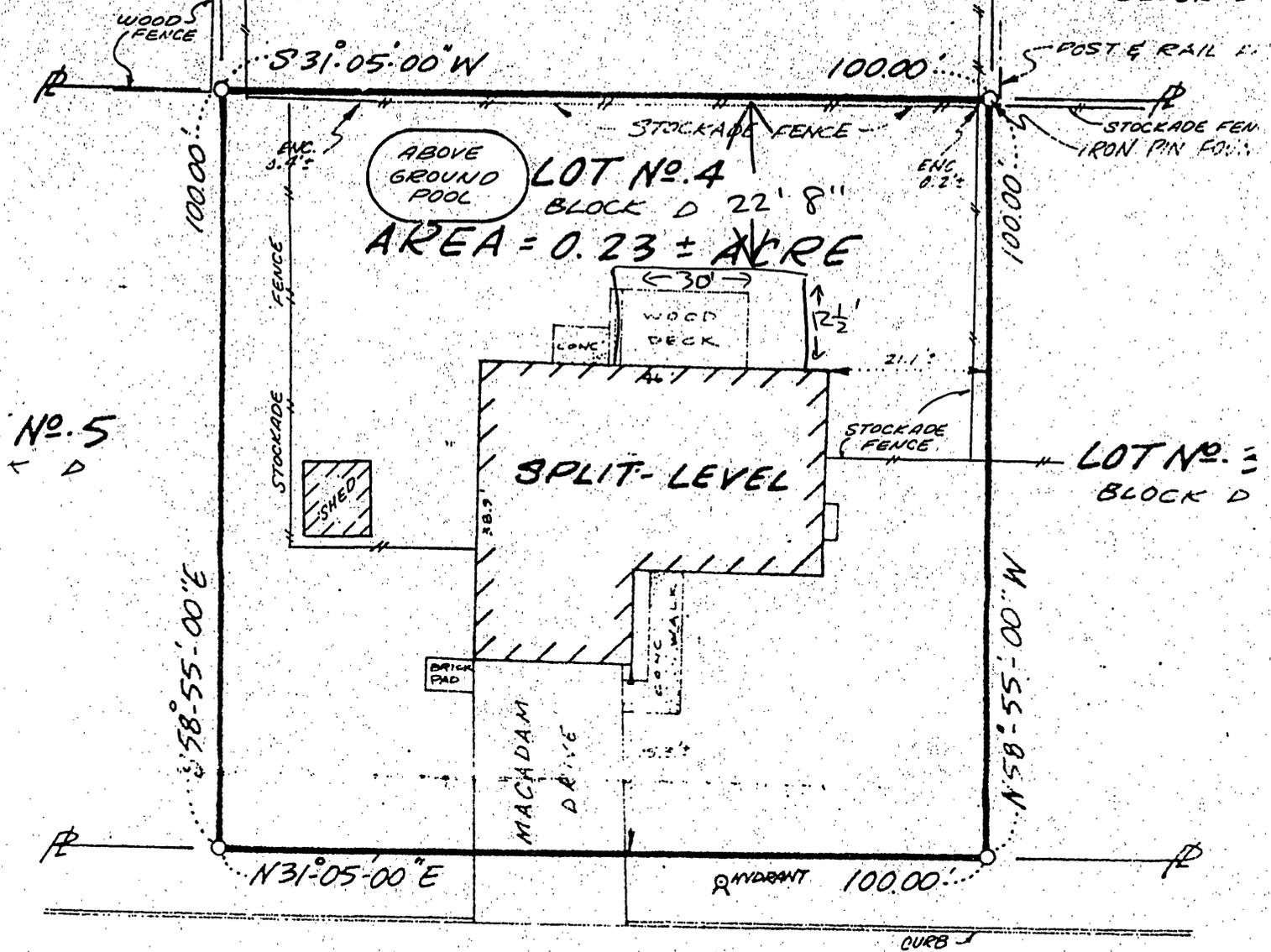
(to be paid on filing this application)

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.

No. 10
CK D

LOT No. 11
BLOCK D

LOT No. 1
BLOCK D



NINA STREET

MAP OF SURVEY
LOT No. 4 - BLOCK D, ON A MAP ENTITLED
"WOODWIND" *

GORDON, ROBIN - PRELIMINARY

MR. FENWICK: This is a request for a 27 foot 4 inch rear yard variance to replace old deck with new structure at 351 Nina Street in an R-4 zone.

Mr. Robin Gordon came before the Board representing this proposal.

MR. FENWICK: Mr. Gordon, tell us what you'd like to do.

MR. GORDON: I have got a house that's about 17 years old and a deck that's about 17 years old. It's fairly small and it's starting to rot off. So, what we'd like to do is replace the existing structure with a new structure that's a little larger, that allows for a picnic table. There's a tree right next to the structure that we'd like to keep. We'd like to include that in the decking structure and basically, just put up a new deck that's a little larger for, you know, family sized deck.

MR. TORLEY: How big is the deck?

MR. GORDON: The old or new?

MR. TORLEY: Both.

MR. GORDON: Old one is about 10 feet by about--no, I guess it's 10 by 20 and the new one is going to be 2 1/2 feet longer, 2 1/2 feet wider and 10 feet longer. I have got the diagrams, if that would help.

MR. TORLEY: Very much.

MR. GORDON: Here's a diagram of what the new deck would look like. And then here's a diagram of how it coincides with the old deck.

MR. TORLEY: He needs a 27 foot variance putting up a 12 1/2 foot deck.

MR. GORDON: It's only 2 1/2 feet wider than the deck that's there now.

MR. BABCOCK: Okay, he's got 22 foot 8 inches left to the property line. The requirement in an R-4 zone is 40 feet.

MR. NUGENT: Old one wasn't any good either.

MR. BABCOCK: Right.

MR. GORDON: They must have had a variance because--

MRS. BARNHART: You're very kind, they didn't have a variance.

MR. NUGENT: The house sits to far back.

MR. GORDON: Bearing in mind that it's pretty much in the same approximation as the rest of the houses on the street. The builder has since gone under, draw your own conclusions, I guess. Certainly the quality of his deck wasn't very good.

MR. TORLEY: Was it at least attached to the house?

MR. GORDON: Yes, it was.

MR. FENWICK: Did you say it's been there 17 years?

MR. GORDON: I believe that it was.

MR. FENWICK: Regular wood, that's not bad at all.

MR. NUGENT: Must have been well painted.

MR. GORDON: It's mostly starting to rot right up against the house, termites are one concern. It's not one of those decks that's 10 feet up in the air, it's a foot off the ground.

MR. FENWICK: Any questions from the Members of the Board?

MR. NUGENT: No.

MR. TANNER: No.

MR. KONKOL: I make a motion we set him up for a public hearing.

MR. NUGENT: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

MR. FENWICK: Before you come back, we're going to need photos of the property, probably showing the old deck now, what you're planning on doing with the new deck, reference how it is with the neighbors, probably from the deck looking into the back yard from the side yard so you can really give us a good picture of how this deck is going to look and be able to describe it in relation to your neighbors and your house. Okay, we'll also need a deed.

MR. LUCIA: Copy of the deed and copy of the title policy.

MR. GORDON: I believe the title policy is at my attorney but I'm sure if I call--

MR. LUCIA: I'm sure if you call and ask for it, he'll provide it to you.

MR. TORLEY: If you're going to be taking new photographs, I'd appreciate it if you can stick some stakes where the deck is going to be.

MR. LUCIA: Also when you come back, the legal standard that the Board has to apply in order to grant you an area variance is something called practical difficulty. Practical difficulty is what is required essentially a showing on your part of significant economic injury, why it is uneconomic for you to locate the deck in some other place that either requires a smaller variance or no variance at all. You have got to some extent a free ride in the sense that you're replacing an existing deck so it's no new impact but for the incremental addition, the additional variance that you are seeking on this application, you should bring in some kind of a reason why it would be uneconomic to replace the deck as it is with the same sized deck, if that involved possibly getting something from the real estate brokers stating it will diminish the value as it sits as opposed to the deck that you're seeking, that it adds to the house. Something that shows the economic impact.

MR. TORLEY: You might have to move the tree, if you replace the deck as it is and that's a loss of a tree, that kind of thing.

MR. GORDON: I don't want to cut down the tree.

MR. LUCIA: It's all interplay of factors there but it's a dollars and cents type presentation.

MR. GORDON: Mostly, I guess what I'm seeking in terms of the distance between the back of the deck and the back of the property is an additional 2 1/2 feet. Most of the reason that is, is that the current deck has a little bench built on to it and the distance between the bench and the house isn't large enough to put a picnic table so we can't, to extend the deck we have to keep the tree and I guess if you talk to a real estate broker and they say larger deck will increase the value looking to some economic--

MR. LUCIA: Some economic tie that the Board can hang their hat on to define practical difficulty.

MR. GORDON: I need to get a variance approved and then--

MRS. BARNHART: Here you go.

MR. LUCIA: That's an application. When you complete that and get it back to Pat, we'll set a date for the public hearing and the public notices and so on that's where you come back with all this information.

MR. GORDON: Isn't there you have to send registered letters?

MRS. BARNHART: Read that, covers you, that will tell you everything you ever wanted to know.

MR. LUCIA: If you have questions, call Pat.

MR. GORDON: Once I prepare all that and get it back to you, at what point the next step is a scheduled public hearing?

MRS. BARNHART: Right, based upon the time that you bring it back to me.

MR. GORDON: If I get it back to you in a couple days--

MRS. BARNHART: It has to be published in a newspaper 10 days before. It also has to be sent out to the proper owners within 500 feet. It has to be postmarked 10 days before the hearing so that depends a lot on the list, how quickly you get the list.

MR. TORLEY: The list you have to buy from the assessors.

MR. GORDON: Oh, I'm sure. Okay, so I assume that this will answer most of my questions?

4-22-91

MRS. BARNHART: If you have any questions, you can call me.

MR. GORDON: You have been most helpful and I'll get this together.

MR. TORLEY: Good to see you're saving the tree.

No. NYO- 14446

Robin + Linda Jordan

POLICY OF TITLE INSURANCE

Issued By

*351 NINA ST
N.Y.*

Transamerica Title Insurance Company OF NEW YORK

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSAMERICA TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation (herein called the Company), insures, as of Date of Policy shown in Schedule A, against loss or damage not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, Transamerica Title Insurance Company of New York has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



Countersigned:

By *[Signature]*
AUTHORIZED SIGNATORY

Transamerica Title Insurance Company
of New York

By

David R. Porter
Gulielm...

President

By

Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected

as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these

Continued from Back of Front Cover

Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom; it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom; adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B, or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation. Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's

**ADDITIONAL CONDITIONS
ON REVERSE**

Endorsement

Attached To Policy No. NYO-14446

Issued By

**Transamerica Title Insurance Company
of New York**

The provisions of said policy are hereby modified and amended as of the date hereof as to the following matters and none other:

1. The following is added to the insuring provisions on the face page of this policy:
"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:
"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents."
"(e) Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy."

The total liability of the Company under said Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

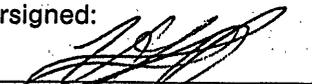
**Transamerica Title Insurance Company
of New York**

Dated: 6/28/89

Order No. 36017-XAP-OM454

Countersigned:

By


AUTHORIZED SIGNATORY

By



President

Market Value Policy Rider

Attached To Policy No. NYO-14446

Issued By

Transamerica Title Insurance Company of New York

Name(s) of Insured Homeowner(s) Robin S. Gordon and Linda K. Gordon

Owner's Statement of Coverage:

In consideration of the payment of the additional premium for the issuance of this Rider to the Basic Policy, the company insures the named homeowner against loss or damage not exceeding the market value of the premises at the time of loss, in accordance with the conditions of the Basic Policy not inconsistent with the provisions of this Rider, and subject to the matters excepted from coverage in Schedule B.

DEFINITIONS:

- (a) The Basic Policy is the policy issued to the named insured herein in the amount of the original purchase price paid for the insured premises, and is identified as N.Y.B.T.U. Form No. 100E.
- (b) A homeowner is a natural person, fee owner and resident of a one or two family dwelling, a residential condominium unit, or a residential co-operative leasehold interest. The benefits of this Rider shall be available only to the named insured provided he is a homeowner as defined herein at the date of the issuance of this Rider and at the date any claim under this Rider is made.
- (c) Market value at time of loss shall be such value of the insured premises as is established in accordance with the procedures for valuation set forth in paragraph 5 (b) (3) of the Basic Policy. Such valuation shall be determined as of the time that Notice of Claim is given to the company pursuant to the Basic Policy, minus the market value of any improvements made to the premises subsequent to the date of the Basic Policy. The valuation procedures set forth in paragraph 5 (b) (3) of the Basic Policy shall also apply in the event the insured premises is a residential cooperative leasehold interest.

CONDITIONS:

- (a) Paragraph 6 of the Basic Policy is hereby amended to delete subdivisions (b) and (c). The first and second paragraphs of subdivision (a) are hereby deleted and the following paragraph is substituted in place thereof:

In the event that a partial loss occurs after the insured makes an improvement to the insured premises subsequent to the date of this Rider, the valuation of such partial loss shall be determined in relationship to the market value of the premises at the time of such partial loss, minus the market value of such improvements made to the insured premises subsequent to the date of this Rider.
- (b) Notwithstanding anything herein to the contrary, in the event of a loss, partial or total, the insured shall have the option to elect to value such loss under the terms of this Rider or under the terms and amount of the Basic Policy.
- (c) All other provisions of the Basic Policy, not inconsistent with the provisions of this Rider, shall remain in full force and effect.
- (d) This Rider and the Basic Policy is the entire contract between the named insured and the Company.

Dated: 6/28/89

Order No. 36017-XAP-OM454

Countersigned:

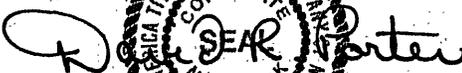
By


AUTHORIZED SIGNATORY

Transamerica Title Insurance Company
of New York

By




President

Transamerica Title Insurance Services

Policy No. 36017-XAP-OM454 **SCHEDULE A**

Order No.: 36017-XAP-OM454

Amount of Insurance: \$147,500.00

Date of Policy: 6/28/89

1. Name of Insured: Robin S. Gordon and Linda K. Gordon

2. The estate or interest in the land described herein and which is covered by this policy: Orange County, Orange County, Florida, September 28, 1972 as Map 42334 (see attached), and being more particularly described as follows:
Fee Simple Estate

3. The estate or interest referred to herein is at Date of Policy vested in:

Robin S. Gordon and Linda K. Gordon by deed made by Charles Herrmann and Edith Herrmann dated 6/23/89 and duly recorded in the office of the County Clerk, County of ORANGE.

4. The land referred to in this policy is in the State of New York, County of ORANGE and is described as follows:

Policy No. NYO-14446

SCHEDULE A - CONTINUED

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being shown and designated as Lot #4, Block D as shown on a certain map entitled "Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated February 1972, revised April 18, 1972 and filed in the Orange County Clerk's Office on September 26, 1972 as Map #2869 (2 sheets), and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly line of Nina Street, said point being the intersection of the easterly line of Nina Street with the northerly line of Lot #3, Block D on map entitled "Woodwind" filed in the Orange County Clerk's Office on September 26, 1972 as Map #2869, running thence along the easterly line of Nina Street North 31 degrees 05 minutes 00 seconds East 100.00 feet to a point; thence along Lot #5, Block D on said Filed Map #2869 South 58 degrees 55 minutes 00 seconds East 100.00 feet to a point; thence along Lot #11, Block D on said Filed Map #2869 South 31 degrees 05 minutes 00 seconds West 100.00 feet to a point; thence along Lot #3, Block D on said Filed Map #2869 North 58 degrees 55 minutes 00 seconds West 100.00 feet to the point or place of BEGINNING.

Transamerica Title Insurance Services

11. UNDEVELOPED ENCROACHMENT

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
6. Mortgage made by Robin S. Gordon and Linda K. Gordon to Empanque Capital Corp. dated 6/28/89 recorded 6/30/89 in Liber 3459 Mp. 190 in the office of the County Clerk, County of Orange.
7. Survey dated 4/27/89 made by Peter R. Hustis, L.L.S., shows no encroachments or variations of lot lines, except the following: 1) stockade fence extends outside southerly boundary line, 2) stockade fence at variation with easterly boundary line, 3) macadam drive extends outside westerly boundary line leading to Nina Street.
8. Grants in Liber 1110 Cp. 356, Liber 1136 Cp. 210, Liber 1341, Cp. 258, Liber 1427 Cp. 346, Liber 1769 Cp. 991, Liber 1769 Cp. 992, Liber 1931 Cp. 664 and Liber 1937 Cp. 548.
9. Notes and setbacks on filed map #2869.
10. Rights of tenants or persons in possession.

11. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.
12. The amount of acreage is not insured.
13. Policy does not insure title to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of or adjoining the premises described in Schedule "A" or which may cross over the same.
14. Subject to rights and easements if any acquired by any public utilities company to maintain its poles and operate its wires, lines etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
15. Except all water meter charges from the date of the last actual reading of the meter, including all charges entered hereafter but which might include usage prior to the date of this policy.
16. Current sewer and water charges.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

57

April 24, 1991

Mr. Robin S. Gordon
351 Nina St.
New Windsor, NY 12553

Re: 500 Ft. Variance List - Tax Map Parcel 73-3-4
Robin S. & Linda K. Gordon

Dear Mr. Gordon:

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

The charge for this service is \$75.00, minus your deposit of \$25.00.

Please remit the balance of \$50.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

Leslie Cook
LESLIE COOK
Sole Assessor

LC/po
Attachments

cc: [REDACTED]

Buer, Lidia ✓
504 MacNary Rd.
New Windsor, NY 12553

Goldsmith, William C. ✓
423 Philo St.
New Windsor, NY 12553

McCarthy, Patrick T. & MaryAnn ✓
425 Philo St.
New Windsor, NY 12553

Molfetta, John & Beverly ✓
609 Sim St.
New Windsor, NY 12553

Wieber, Michael & Marie ✓
611 Sim St.
New Windsor, NY 12553

Suo, John A. & Katherine M. ✓
364 Nina St.
New Windsor, NY 12553

Rostek, Jan & Angelina ✓
362 Nina St.
New Windsor, NY 12553

Organ, Thomas F. & Margaret M. ✓
360 Nina St.
New Windsor, NY 12553

Probst, Carol & Jeremiah M. Whitaker
c/o Dept. of Housing & Urban Development
Case #374-072653-203
Attn: Single Fam. Loan Mgt. ✓
26 Federal Plaza
New York, NY 10278

Griffin, Jr. Thomas J. & Kathleen L. ✓
356 Nina St.
New Windsor, NY 12553

Lepora, Carmine & Frances ✓
354 Nina St.
New Windsor, NY 12553

Ahern, Judith A. ✓
352 Nina St.
New Windsor, NY 12553

App, Howard L. & Elsa ✓
350 Nina St.
New Windsor, NY 12553

McCrossen, John C. & Kathryn ✓
348 Nina St.
New Windsor, NY 12553

Union Avenue Developers, Inc. ✓
178 Grand St.
Newburgh, NY 12550

Macchiarella, Isidoro & Rosaria ✓
346 Nina St.
New Windsor, NY 12553

Form, Ronald W. & Ida ✓
344 Nina St.
New Windsor, NY 12553

Stiller, James & Jeanne ✓
342 Nina St.
New Windsor, NY 12553

Lehman, Gail ✓
340 Nina St.
New Windsor, NY 12553

Kostenblatt, Mary & William ✓
338 Nina St.
New Windsor, NY 12553

DeMilt, Brendan F. & Susan D. ✓
336 Nina St.
New Windsor, NY 12553

Wallace, Marilyn ✓
334 Nina St.
New Windsor, NY 12553

Cohen, Elliott & Vicki ✓
332 Nina St.
New Windsor, NY 12553

Nicolosi, Francis A. & Geraldine ✓
330 Nina St.
New Windsor, NY 12553

Tepper, Samuel B. & Esther
328 Nina St. ✓
New Windsor, NY 12553

Mittleman, Allen P. & Stephanie L. ✓
326 Nina St.
New Windsor, NY 12553

Smith, Ray C. & Elizabeth A. ✓
357 Nina St.
New Windsor, NY 12553

Bernstein, Myron & Phyllis F. ✓
355 Nina St.
New Windsor, NY 12553

Stadler, Jr. Edward A. ✓
& Kathy A. Noll
353 Nina St.
New Windsor, NY 12553

Cabasin, Jr. Joseph J. & Dorothy C. ✓
349 Nina St.
New Windsor, NY 12553

Sweeney, John D. & Suzanne M. ✓
347 Nina St.
New Windsor, NY 12553

Joo, Cornell I. & Youngsin ✓
345 Nina St.
New Windsor, NY 12553

Malaszuk, Peter & Irene ✓
343 Nina St.
New Windsor, NY 12553

Grimm, Jr. Joseph J. & Patricia A. ✓
Box 2866
Newburgh, NY 12550

Cestari, Alfred & Maureen ✓
435 Philo St.
New Windsor, NY 12553

McCann, Thomas J. & Lorraine ✓
433 Philo St.
New Windsor, NY 12553

Adams, Gary R. ✓
431 Philo St.
New Windsor, NY 12553

Guarracino, John J. & Mary C. ✓
429 Philo St.
New Windsor, NY 12553

Scott, Thomas & Joanne E. ✓
22-30 79th St.
Jackson Heights, NY 11370

Hersh, Bob & Rosemary ✓
444 Philo St.
New Windsor, NY 12553

Finneran, Thomas & Kathleen ✓
446 Philo St.
New Windsor, NY 12553

Sherman, Bertram P. & Beverly J. ✓
448 Philo St.
New Windsor, NY 12553

Irizarry, Helga ✓
450 Philo St.
New Windsor, NY 12553

Roberts, Dennis & Joan E. ✓
452 Philo St.
New Windsor, NY 12553

Dubiansky, Stephen & Joanne ✓
454 Philo St.
New Windsor, NY 12553

Sousa, Ian J. & Filomena ✓
456 Philo St.
New Windsor, NY 12553

McKeon, Donald S. & Diana ✓
339 Nina St.
New Windsor, NY 12553

Hughey, Janice E. ✓
337 Nina St.
New Windsor, NY 12553

D'Agostino, Robert & Xiomara ✓
335 Nina St.
New Windsor, NY 12553

Enders, Villi P. ✓
333 Nina St.
New Windsor, NY 12553

Breakiron, Richard C. ✓
& Anneke-Jans Bogardus
331 Nina St.
New Windsor, NY 12553

Moriarty, Marshall P. & Kathleen
329 Nina St. ✓
New Windsor, NY 12553

Canale, John N. & Catherine A.
327 Nina St. ✓
New Windsor, NY 12553

Toback, Irwin & Mary
440 Philo St. ✓
New Windsor, NY 12553

McCarville, Dan & Mary Lou ✓
442 Philo St.
New Windsor, NY 12553

D'Alessandro, Erminio & Lena ✓
325 Nina St.
New Windsor, NY 12553

Scheible, Otto ✓
439 Little Britain Rd.
Newburgh, NY 12550