

**ZB# 92-23**

**Louise Schumacher**

**55-1-3**

Prelem.

July 23, 1992.

Need:

- ① Copy of deed &
- ② Title Report &
- ③ Photos. &

Accurate measurement  
 required from Ap. & done  
<sup>new survey</sup>

~~CRP~~  
 Notified on 8/27/92 &

Fees: \$50.00 Pl. & 250.00 Pd.

Applicant awaiting  
 list from Assessor. &

Public Hearing: Sept. 14, 1992

Hearing:

- Granted -
- Area variance

NO. 753 1/3

MADE IN U.S.A.

ESSELTE

**Oxford**

~~DO NOT~~  
~~GET ANY TIME~~

Total Due: \$250.00  
 Pd. 11/4/92 -  
 ck. 1458.

#92-23 - Schumacher, house  
 near 4d - addition

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

125-1

August 27, 19 72

Received of Francis R. Johnson \$ 50<sup>00</sup>/<sub>100</sub>

Fifty and 00/100 DOLLARS

For Senior Board Application Fee (#92-23)

DISTRIBUTION

FUND	CODE	AMOUNT
Check # 1418		\$ 50.00

By Pauline S. Townsend

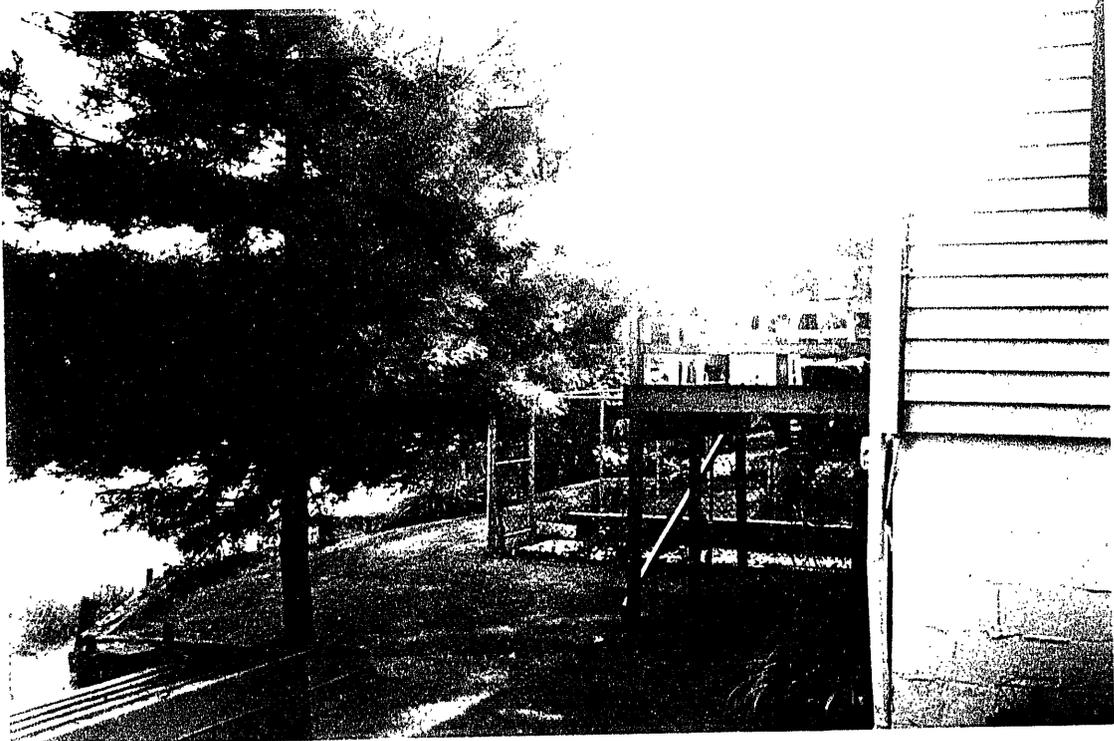
Town Clerk

Title

WILLIAMSON LAW BOOK CO. INC. FOR N.Y. 14564



AC 10 # 234 - Johnson, R. & H. R. D.



#93-83 - Schumacher, New York  
New York - Schumacher

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Schumacher, Louise

FILE # 92-23

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00  
 \* \* \* \* \*  
 ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 250.00 CK  
 pd. 1415

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 7/27/92 - 13 pages: \$ 58.50  
 2ND PRELIM. MEETING - PER PAGE . . . . . \$ \_\_\_\_\_  
 3RD PRELIM. MEETING - PER PAGE . . . . . \$ \_\_\_\_\_  
 PUBLIC HEARING - PER PAGE 5 pages 7/14/92: . . . . . \$ 22.50  
 TOTAL . . . . . \$ 81.00

ATTORNEY'S FEES:

PRELIM. MEETING - .1 HRS. . . . . \$ \_\_\_\_\_  
 2ND PRELIM. . . . . HRS. . . . . \$ \_\_\_\_\_  
 3RD PRELIM. PH. .3 HRS. . . . . \$ \_\_\_\_\_  
 FORMAL DECISION .9 HRS. . . . . \$ \_\_\_\_\_  
 TOTAL HRS. 1.3 @ \$ 150.00 PER HR. \$ 195.00  
 TOTAL . . . . . \$ 276.00

MISC. CHARGES:

\_\_\_\_\_ \$ \_\_\_\_\_  
 TOTAL . . . . . \$ 276.00  
 LESS ESCROW DEPOSIT . . . . . \$ \_\_\_\_\_  
 (ADDL. CHARGES DUE) . . . . . \$ 26.00  
 REFUND TO APPLICANT DUE . . . . . \$ \_\_\_\_\_

October 25, 1993

*file: Schumacher 62  
Louise*

*#92-23*

DISCUSSION

MR. NUGENT: We have a couple items we have to clear up. First one is a letter from Luis Schumaker and it says Dear Pat, I'm requesting one year extension of my approval of my variance which was needed to put an addition on the back of my house. The variance approval date was 10/26/92. Due to economic reasons, work had not been started this passed year. However, our plans are just about completed and we now want to put the addition on in the spring of '94. Your consideration would be grately appreciated. Please let me know if there's any additional information required. Basically, what we're doing is giving an extension.

MR. LUCIA: Right up against the expiration date which is tomorrow.

MR. TANNER: Is that the lady with the house that backed on to the pond?

MR. LUCIA: Yes.

MR. NUGENT: We can grant one more year.

MR. TORLEY: I'll make such a motion to grant one year extension to the variance.

MR. TANNER: Second it.

ROLL CALL

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

(914)563-4630



1763

October 26, 1993  
FAX: 914-563-4693

Ms. Louise Schumacher  
1425 Route 207  
Rock Tavern, N. Y. 12575

RE: REQUEST FOR EXTENSION OF TIME  
APPLICATION FOR VARIANCE - ZBA FILE #92-23

Dear Louise:

Please be advised that at the October 25, 1993 meeting of the Zoning Board of Appeals, the members of the Board voted to extend the above application for an area variance for one (1) year. This extension will expire on October 26, 1994.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia A. Barnhart". The signature is written in black ink and is positioned above the typed name.

PATRICIA A. BARNHART,  
Secretary

/pab

cc: Building Inspector

Rec'd. ZBA  
10/21/93 (PAB)

cc: ZBA

October 21, 1993

Patricia A. Barnhart  
Zoning Board  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12553

Re: Section 56, Block 1, Lot 3

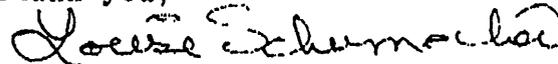
Dear Pat,

I am requesting a one year extension of the approval of my variance which was needed to put an addition on the back of my house. My variance approval date was 10/26/92.

Due to economic reasons, work had not been started this past year. However, our plans are just about completed and we now want to put the addition on in the spring of 1994.

Your consideration will be greatly appreciated. Please let me know if there is any additional information required.

Thank you,



Louise Schumacher  
1425 Rt. 207  
Rock Tavern, New York 12575

Home 427-2463  
Work 561-1706

NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of  
LOUISE SCHUMACHER

DECISION GRANTING  
AREA VARIANCE

#92-23.

-----x

WHEREAS, LOUISE SCHUMACHER, 1425 Route 207, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 47 ft. rear yard variance for construction of an addition to her residence at the above location in an R-1 zone; and

WHEREAS, a public hearing was held on the 14th day of September, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared in behalf of herself and spoke in support of the application; and

WHEREAS, there were no spectators appearing 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 allow construction of an addition to her residential dwelling in an R-1 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard, would be required in order to allow the proposed construction of the addition to applicant's residential dwelling, which otherwise would conform to the bulk regulations in the R-1 zone.

4. The applicant presented for the Board's review, a survey map prepared by Ronald Washburn dated September 22, 1986 and revised for the proposed addition on July 30, 1992, which survey showed an offset from the corner, southeast of the dwelling to the rear line, of 13.3 ft. Also depicted on the survey was the proposed addition of 12 ft. by 16 ft. and proposed offset from the southeast corner of the proposed addition to the rear line of 3.8 ft. Based upon the survey, the applicant indicated that she wanted to apply for a 47 ft. rear yard variance.

5. The evidence presented by the applicant indicated that the residential dwelling was constructed in 1945, prior to the adoption of the Zoning Local Law of the Town of New Windsor. The present rear yard of 13.3 ft. (where a 50 ft. rear yard is required) this is a pre-existing, non-conforming condition.

6. The applicant also indicated that her rear line borders Green's Pond. Thus there is no structure or neighbor's useable rear yard which is in close proximity and would be impacted by any further reduction in applicant's rear yard.

7. The evidence presented by the applicant further indicated that her house is quite small and that the kitchen table now extends into the living room. She thus proposes to construct an addition for a living room of 12 ft. by 16 ft. This proposed addition would extend an additional 12 ft. into the rear yard. Said addition, although involving a marginal change of only 12 ft., creates the need for a 47 ft. rear yard variance (because the pre-existing non-conforming present house already extends 36.7 ft. into the now required rear yard).

8. It is the finding of this Board, from the evidence submitted by the applicant, that the applicant would suffer significant economic injury from the strict application of the bulk regulations because applicant cannot obtain additional land area in order to meet the rear yard bulk regulations for purposes of constructing the addition to her residential dwelling, and the small size of the existing house and its rooms makes the same uneconomic in the R-1 zone.

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

10. The requested variance will not produce an undersirable change in the character of the neighborhood or create a detriment to nearby properties.

11. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

12. The requested variances are substantial in relation to the bulk regulations for rear yard. However, applicant has stated that the residential dwelling was constructed in 1945, previous to the adoption of zoning in the town. Since the dwelling is very small in size, applicant feels that she must add on to the dwelling in order to create a more viable and marketable piece of property. The pre-existing, non-conforming dwelling already extends substantially into the now required rear yard. The proposed addition will extend an additional 12 ft. into the required rear yard. Although this creates the need for a very substantial 47 ft. rear yard variance, it is the finding of this Board that the granting of the requested variance constitutes a reasonable adjustment of allowing the applicant to expand her residence to a size warranted by the market conditions and the customary design of residential structures today, without

adversely impacting the public health, safety and welfare by granting such a substantial variance since the location of the rear line adjacent to Green's Pond preserves a substantial separation between the useable area of adjacent rear yards.

13. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

14. The difficulty the applicant faces in conforming to the bulk regulations is not self-created since the residential dwelling was constructed well before the adoption of zoning in the Town of New Windsor.

15. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

16. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

17. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 47 ft. rear yard variance to allow construction of an addition to the residential dwelling at the above location in an R-1 zone as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

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

Dated: October 26, 1992.

    /  S  /  
\_\_\_\_\_  
Chairman

(ZBA DISK#8-091492.JN)



MARY MCPHILLIPS  
County Executive

**Department of Planning  
& Development**

124 Main Street  
Goshen, New York 10924  
(914) 294-5151

PETER GARRISON *Commissioner*  
VINCENT HAMMOND *Deputy Commissioner*

Rec'd.  
ZBA - 9/11/92  
PPMB

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT  
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 26 92 M

County I.D. No. 55 / 1 / 3

Applicant Louis Schumacher

Proposed Action: Variance: Rear Yard - Addition to residential dwelling

State, County, Inter-Municipal Basis for 239 Review Within 500' of NYS Hwy. 207

Comments: There are no significant Inter-community or Countywide concerns to bring to your attention.

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

Related Reviews and Permits \_\_\_\_\_

County Action: Local Determination XX Disapproved \_\_\_\_\_ Approved \_\_\_\_\_

Approved subject to the following modifications and/or conditions: \_\_\_\_\_

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

9/10/92  
Date

B. Vincent Hammond  
Deputy Commissioner

Date 10/9/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12550

TO FRANCIS BETH 389 Mead's Hill Rd DR.  
New Windsor NY 12553

DATE		CLAIMED	ALLOWED
11/1/92	Zoning Board 63 pages	75 00	
	Misc. 3	13 50	
	Mobil - 23	10 3 50	
	Belinsky - 12	54 00	
	Clancy - 10	45 00	
	Windsor Enterprises - 7	31 50	
	Schumacher - 5	22 50	
	Bella - 3		
		358 50	

PUBLIC HEARING: SCHUMACHER, LOUISE

MR. FENWICK: This is a request for 47 foot rear yard variance to construct addition to residential dwelling located at 1425 Route 207 in an R-1 zone.

Louise Schumacher came before the Board representing this proposal.

MR. TORLEY: Anyone who wishes to speak on this besides the applicant?

MR. FENWICK: Tell us what you'd like to do.

MRS. SCHUMACHER: I'd like to put an addition on the back of my house to make a new living room. My house is really small, I don't have enough room in my kitchen for a kitchen table so my kitchen table is like a third of my living room so I want to build off the back and make that my living room so I can have a normal dining area.

MR. FENWICK: You must have neighbors that own property but don't live there because I got calls from people in New Jersey that were wondering why they had to come to a public hearing up here over a piece of property they had no idea where it was. Not nice people either, believe me.

MR. TORLEY: 500 feet around you.

MR. FENWICK: Would you see owners of property on here and very possibly with an address but they make pick up their mail and live someplace else but I got a call from a couple of nasty people which had nothing to do with you, believe me.

MR. LUCIA: At the preliminary meeting, you indicated that approximate distance from the house to your rear line is 15 feet and we raised a question about getting an accurate measurement. Did you have that measured?

MRS. SCHUMACHER: Yeah, I think a copy of the new survey should be in there. I had the same surveyor come back out.

MR. LUCIA: I saw no copy in the file.

September 14, 1992

55

MR. BABCOCK: Who did you bring that to?

MRS. BARNHART: You brought me a new survey?

MRS. SCHUMACHER: Yes. I was asking for the 47 foot variance, I was figuring 3 foot leadway, it's actually 3.8 feet so I'm in there.

MR. LUCIA: You want to leave it the same and still apply for the 47 foot variance?

MRS. SCHUMACHER: Yes, I was okay with that.

MR. LUCIA: Can I just take a look at this, I'll return it to you.

MRS. BARNHART: You gave me a copy of it?

MR. FENWICK: We have Notice of Publication, we have the title policy here, a copy of the title policy and Assessor's list.

MRS. BARNHART: This is a list from the Town of Hamptonburg.

MRS. SCHUMACHER: You have to go out and do it yourself, they give you a tax book with a little ruler. It was cheaper, they don't charge.

MR. LUCIA: Looking at the survey map from Louise L. Schumacher prepared by Ronald Washburn dated September 22, 1986 and revised for the proposed addition on July 30, 1992, shows apparently an offset from the corner, the southeast of the dwelling to the rear line of 13.3 feet, shows proposed addition of 12 feet by 16 feet and proposed offset from the southeast corner of that proposed addition to the rear line of 3.8 feet. So, given that if you want to stand on your 47 foot variance application, I think the survey --

MR. BABCOCK: I'll make a copy for both our files.

MR. LUCIA: Thank you for providing copies of your deed and title policy. I notice there are some references to covenants and restrictions which are not completely spelled out. Is there anything affecting the title to this property to your knowledge which would prohibit

you from building what it is you propose to build if this Board should grant you a variance?

MRS. SCHUMACHER: No.

MR. LUCIA: I think you indicated at the preliminary this house is constructed in 1945.

MRS. SCHUMACHER: Yes.

MR. LUCIA: It pre-exists zoning.

MRS. SCHUMACHER: Yes.

MR. LUCIA: On the present rear yard dimensions which is obviously not a conforming also presumes to pre-exist zoning and you're going 12 feet beyond that.

MRS. SCHUMACHER: Yes.

MR. FENWICK: There's no one from the public here in reference to this case. And we have a letter from Orange County Department of Planning and Development. I think everybody is shocked to hear there's no significant intercommunity or countywide concerns to bring to your attention.

MR. LUCIA: If this Board decides to grant you a variance, would that produce an environment, undesirable changes in the character of the neighborhood or detriment to any nearby properties?

MRS. SCHUMACHER: No.

MR. LUCIA: Can the relief you seek be achieved by any other method other than a variance?

MRS. SCHUMACHER: No.

MR. LUCIA: Is the requested variance substantial? Now you're looking for 47 out of 50 feet so it's fairly obvious that it's substantial but it's really only 12 feet beyond the existing house, is that correct?

MRS. SCHUMACHER: Right.

MR. LUCIA: Will this variance have an adverse impact or effect on physical or environmental conditions in

the neighborhood or district?

MRS. SCHUMACHER: No, it won't.

MR. LUCIA: And did you create this difficulty yourself?

MRS. SCHUMACHER: No.

MR. LUCIA: Thank you.

MR. TANNER: You don't have another piece of property in the back, there's a pond or lake you said?

MRS. SCHUMACHER: Yeah, it's the pond in the back.

MR. TORLEY: Your only other alternative would be to put a houseboat back in the pond.

MRS. SCHUMACHER: Yes.

MR. FENWICK: Those photos that you're seeking the addition is not there, is that correct?

MRS. SCHUMACHER: Correct, no I didn't do it yet, I'm waiting for you to say it's okay.

MR. FENWICK: Is there any other questions from the Members of the Board? At this time I'll open it up to the public. If there's no one here to speak on this, I'll now close it. Back to the Members of the Board again. Can I have a motion to grant?

MR. KONKOL: I'll make a motion to grant it.

MR. TANNER: I'll second it.

ROLL CALL:

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

MR. FENWICK: There's a formal decision that has to be written, there's a special set of laws that have to be

September 14, 1992

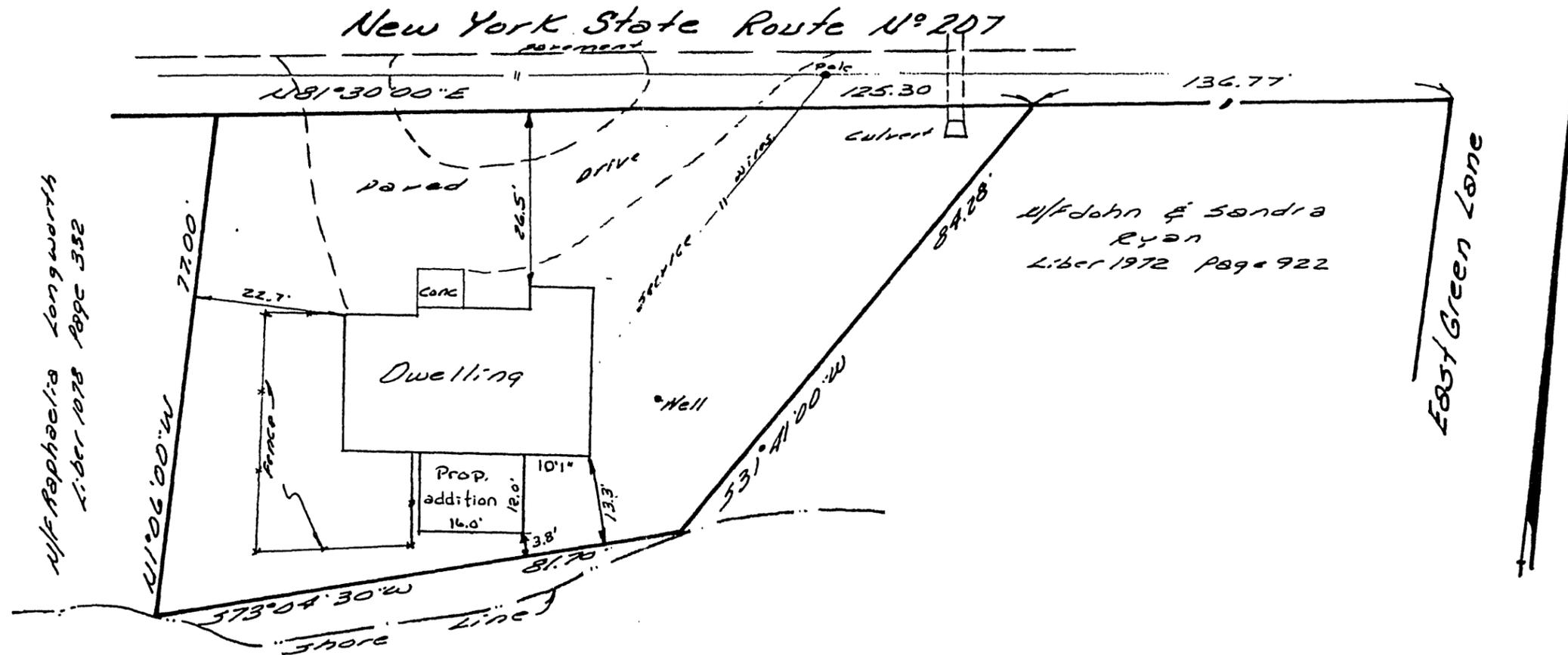
58

written that goes on your property, makes everything legal. With any luck, it will be by the next meeting which is probably a month away.

MR. LUCIA: Or maybe more, we have to discuss that.

Washburn Associates  
 44-52 Route 9W  
 New Windsor, N.Y.

Town of New Windsor Tax Map  
 Section 55 Block 1 Lot 3



N/F Raphael's Longworth  
 Liber 1978 Page 352

N/F John & Sandra  
 Ryan  
 Liber 1972 Page 922



Louise L. Schumacher  
 American Title Insurance Co.  
 Poughkeepsie Savings Bank  
 its successors and/or assigns.  
 Certified true and correct  
 as shown hereon.

Ronald A. Washburn  
 Lic. No. 48368

Survey Map for

Louise L. Schumacher

SCALE: 1"=20'	APPROVED BY:	DRAWN BY
DATE: Sept. 22, 1986		REVISED
Town of New Windsor Orange Co., N.Y.		
Proposed addition added 7/30/1992	DRAWING NUMBER 3180	



*Pb. publish immediately. Send Bill to: Applicant at below address.*

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. 33

Request of Louise Schumacher

for a VARIANCE of

the regulations of the Zoning Local Law to

permit construction of addition to residential dwelling w/ insufficient rear yard;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk. Reqs. - Col. G.

for property situated as follows:

1425 Route 207, Rock Tavern,

New Windsor, N.Y. known & designated

as Tax map Sec. 55 - Blk. 1 - Lot 3.

SAID HEARING will take place on the 14th day of

Sept., 1992, at the New Windsor Town Hall,

555 Union Avenue, New Windsor, N. Y. beginning at

7:30 o'clock P. M.

Richard Fenwick  
Chairman

By: Patricia G. Banhart, Secy.

B.

ORANGE COUNTY DEPARTMENT OF PLANNING  
APPLICATION FOR MANDATORY COUNTY REVIEW  
OF LOCAL PLANNING ACTION  
(Variances, Zone Changes, Special Permits, Subdivisions)

Section A. - To be completed by Local Board having jurisdiction.  
To be signed by Local Official.

Local File No. 92-23

1. Municipality Town of New Windsor Public Hearing Date 9/14/92

City, Town or Village Board  Planning Board  Zoning Board of Appeals

2. Applicant: NAME Louise Schumacher

Address 1425 Rt. 207, Rock Tavern, N.Y. 12575

Attorney, Engineer, Architect -

3. Location of Site: near E. Green Rd.  
(street or highway, plus nearest intersection)

Tax Map Identification: Section 55 Block 1 Lot 3

Present Zoning District R-1 Size of Parcel 81.7 x 84.3 x 125.3'

4. Type of Review:

Special Permit Use\* \_\_\_\_\_

Variance\* Use \_\_\_\_\_  
Area - Rear yard - addition to residential dwelling

Zone Change\* From: \_\_\_\_\_ To: \_\_\_\_\_

Zoning Amendment\* To Section: \_\_\_\_\_

Subdivision\*\* Major \_\_\_\_\_ Minor \_\_\_\_\_

8/27/92  
Date

Patricia C. Reinhart ZBA  
Signature and Title

\*Cite Section of Zoning Regulations where pertinent

\*\*Three (3) copies of map must be submitted if located along County Highway, otherwise, submit two (2) copies of map.

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

Prelim

DATE: 7-24-92

7/27/92-

APPLICANT: LOUISE Schumacher  
1425 RT 207  
ROCK TAVERN NY

#92-23.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7-24-92  
FOR (BUILDING PERMIT) of Living Room Addition 12'x16'  
LOCATED AT 1425 RT 207

ZONE R-1  
DESCRIPTION OF EXISTING SITE: SEC: 55 BLOCK: 1 LOT: 3

ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS: \_\_\_\_\_

REAR YARD SETBACK

Frank Lisi  
BUILDING INSPECTOR

\*\*\*\*\*

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-1</u> USE <u>G-6</u>		
MIN. LOT AREA	_____	_____
MIN. LOT WIDTH	_____	_____
REQ'D FRONT YD	_____	_____
REQ'D SIDE YD.	_____	_____
REQ'D TOTAL SIDE YD.	_____	_____

Rock Tavern NY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7-24-92 FOR (BUILDING PERMIT) 1 of Living Room Addition 12'x16' LOCATED AT 1425 RT 207

ZONE R-1

DESCRIPTION OF EXISTING SITE: SEC: 55 BLOCK: 1 LOT: 3 ONE Family House

IS DISAPPROVED ON THE FOLLOWING GROUNDS: REAR YARD SETBACK

Frank Lisi BUILDING INSPECTOR

\*\*\*\*\*

Table with 4 columns: REQUIREMENTS, PROPOSED OR AVAILABLE, VARIANCE REQUEST. Rows include ZONE R-1 USE G-6, MIN. LOT AREA, MIN. LOT WIDTH, REQ'D FRONT YD, REQ'D SIDE YD., REQ'D TOTAL SIDE YD., REQ'D REAR YD. (50', 3', 47'), REQ'D FRONTAGE, MAX. BLDG. HT., FLOOR AREA RATIO, MIN. LIVABLE AREA, DEV. COVERAGE.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT: [REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

(914) 363-4630 CC: Z.B.A., APPLICANT, B.P. FILE

3960

**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.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS 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 AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED 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 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 OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises Louise L. Schumacher  
Address 1425 Rt. 207, Rock Tavern, NY Phone 427-2463 (work-561-1706)  
Name of Architect none  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name of Contractor Creative Carpentry Connection  
Address P.O. Box 584, Fishkill, NY 12524 Phone 897-5451  
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 South side of Route 207  
(N.S.E. or W.)

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.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS 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 AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED 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 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 OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises Louise L. Schumacher  
 Address 1425 Rt. 207, Rock Tavern, NJ Phone 977-2463 (work-561-1706)  
 Name of Architect none  
 Address ..... Phone.....  
 Name of Contractor Creative Carpentry Connection  
 Address P.O. Box 584, Fishkill, NY 12524 Phone 897-5451  
 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 South side of Route 207  
 (N.S.E. or W.)  
 and approx. 137' feet from the intersection of East Green Road
2. Zone or use district in which premises are situated residential. Is property a flood zone? Yes.....No
3. Tax Map description of property: Section 55 Block 1 Lot 3
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
 a. Existing use and occupancy one family dwelling b. Intended use and occupancy same
5. Nature of work (check which applicable): New Building..... Addition  Alteration..... Repair.....  
 Removal..... Demolition..... Other.....  
 (living room) L-approx 30'  
 R- 14 22'
6. Size of lot: Front Rear 24.5' Depth? 125' Front Yard 125' Rear Yard 82' Side Yard.....  
 Is this a corner lot? no
7. Dimensions of entire new construction: Front 16' Rear 16' Depth 12' Height 8' Number of stories 1  
 (with cathedral ceiling)
8. If dwelling, number of dwelling units..... 1..... Number of dwelling units on each floor.....  
 Number of bedrooms 2 Baths 1 Toilets 1  
 (lolly columns with pier footings)
- Heating Plant: Gas..... Oil  Electric/Hot Air..... Hot Water.....  
 If Garage, number of cars 1
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use N/A
10. Estimated cost approx. \$7,500 Fee.....  
 (to be paid on this application)
11. School District Washingtonville

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.

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... July 19 1992

INSTRUCTIONS

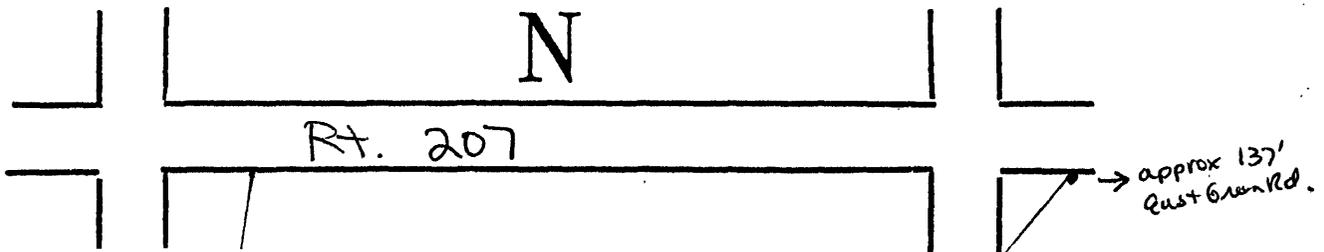
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout 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. *- I was advised not to submit plans at this time because I will need a variance.*
- 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.

*Joseph J. Schemacheo* 1425 Rd. 207, Rock Tavern, NY 12575  
 (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 July 19 1992

**INSTRUCTIONS**

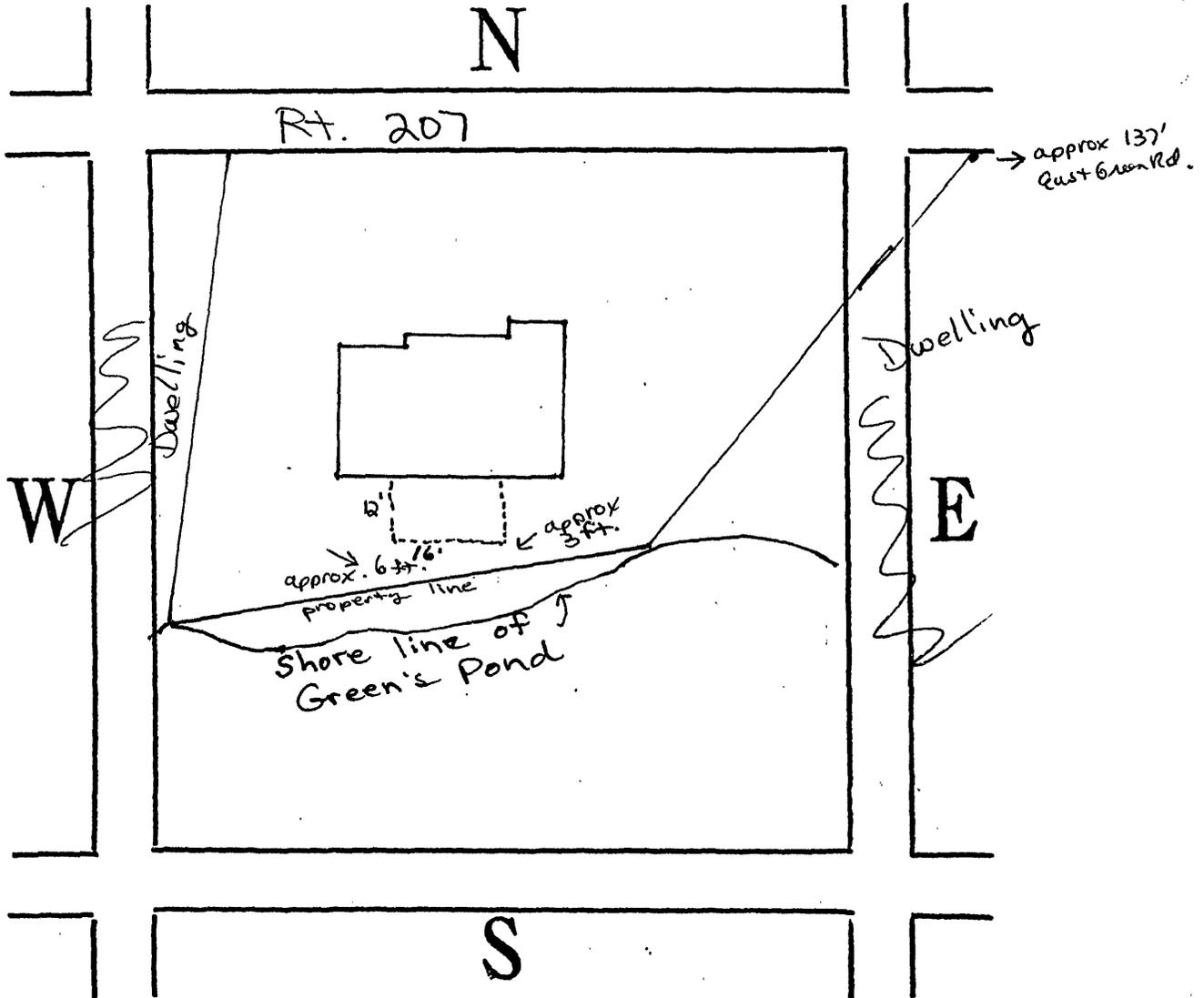
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout 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. *- I was advised not to submit plans at this time because I will need a variance.*
- 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.

*Yusef Schemmehed*, 1425 rd. 207, Rock Tavern, NY 12575  
 (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.







1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

17

August 21, 1992

Louise Schumacher  
1425 Route 207  
Rock Tavern, NY 12575

Re: Tax Map Parcel: 55-1-3

Dear Ms. Schumacher:

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

The charge for this service is \$35.00, minus your deposit of \$25.00.  
Please remit the balance of \$10.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook / LC*

Leslie Cook  
SOLE ASSESSOR

LC/cad  
Attachments  
cc: Pat Barnhart

Toranto, William & Barbara ✓  
310 Midstreams Rd.  
Brick, NJ 08723

Roberts, Donald L. Sr. & Brundage, Edward T. ✓  
PO Box 325  
Rock Tavern, NY 12575

Ryan, John J. Jr. & Sandra V. ✓  
Route 207  
Rock Tavern, NY 12575

Green, Floyd L. & Elsie D. ✓  
W. Green Rd.  
Rock Tavern, NY 12575

Scott, Michael A. & Gayle ✓  
East Green Rd.  
Rock Tavern, NY 12575

Olsen, Robert & Marilyn ✓  
East Green Rd.  
Rock Tavern, NY 12575

Consolidated Edison Company of New York, Inc. ✓  
4 Irving Place  
New York, NY 10003

Gordon, Robert & Lynn D. ✓  
East Green Rd.  
Rock Tavern, NY 12575

Jordan, Donna S. ✓  
W. Green Rd.  
Rock Tavern, NY 12575

DiDonato, Francis & Grace M. ✓  
Route 207  
Rock Tavern, NY 12575

DiDonato, Carl J. & Mary ✓  
Route 207  
Rock Tavern, NY 12575

Peterson, Brian L. ✓  
c/o George Peterson ✓  
13 E. Green Rd.  
Rock Tavern, NY 12575

Peterson, George & Philip & Doris Evelyn ✓  
13 E. Green Rd.  
Rock Tavern, NY 12575

Johnson, Gerald M. & Cheryl A. ✓  
Thiells Rd.  
Stoney Point, NY 10980

Gallagher, Peter & Margaret ✓  
E. Green Rd.  
Rock Tavern, NY 12575

County of Orange ✓  
255-275 Main St.  
Goshen, NY 10924

Havner, Sharon N.  
21 E. Green Rd.  
Rock Tavern, NY 12575 ✓

053742 A

**THIS INDENTURE**, made the 21 day of March, nineteen hundred and eighty-five

**BETWEEN** CHARLES E. CAWEIN, residing at (no number) Route 207, Campbell Hall, New York 10916

as executor of LOUIS C. CAWEIN the last will and testament of LOUIS C. CAWEIN, late of

Orange County, New York, who died on the 27th day of December, nineteen hundred and eighty-four party of the first part, and JAMES P SCHUMACHER and

LOUISE L. SCHUMACHER, residing at (no street or number) R.D. #1, Box 308, Campbell Hall, New York 10916, husband and wife

party of the second part,

**WITNESSETH**, that the party of the first part, to whom letters testamentary were issued by the Surrogate's Court, Orange County, New York on January 7, 1985 and by virtue of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of THIRTY-

FIVE THOUSAND AND NO/100----- (\$35,000.00)----- dollars,

paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

Sec. 55

Bl. 1

Lot 3

**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, bounded and described as follows:

BEGINNING at a point in the southerly line of the Newburgh-Campbell Hall Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way south 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

**ALSO** giving and granting unto the parties of the second part, their heirs and assigns, the right to use the existing pond and the future pond contemplated as southerly extension of the existing pond hereinafore mentioned for bathing, boating, fishing and other recreational purposes such right to extend to the said parties of

as executor of

the last will and testament of  
, late of

LOUIS C. CAWEIN

Orange County, New York,  
who died on the 27th day of December, nineteen hundred and eighty-four  
party of the first part, and **JAMES P SCHUMACHER and**

LOUISE L. SCHUMACHER, residing at (no street or  
number) R.D. #1, Box 308, Campbell Hall, New York 10916, *Husband*  
*and wife*

party of the second part,

**WITNESSETH**, that the party of the first part, to whom letters  
testamentary were issued by the Surrogate's Court, Orange County, New York  
on January 7, 1985 and by virtue of the power and authority given in and by said last will  
and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of **THIRTY-**

**FIVE THOUSAND AND NO/100----- (\$35,000.00)-----** dollars,

paid by the party of the second part, does hereby grant and  
release unto the party of the second part, the distributees or successors and assigns of the party of the second  
part forever,

Sec. 55

Bl. 1

Lot 3

**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, bounded and described as follows:

*ad*  
BEGINNING at a point in the southerly line of the Newburgh-Campbell  
Hall Highway at the northeasterly corner of certain lands heretofore  
conveyed by Floyd L. Green and wife to Raphaella A. Longworth and  
runs thence along the southerly line of said highway north 81 degrees  
30 minutes east 125.30 feet to a point in the westerly line of a  
right of way, the said right of way being approximately 25 feet wide  
and extending from the southerly line of said highway to the  
shore line of a lake within the bounds of the lands of Floyd L. Green  
and wife, thence along the westerly line of said right of way south  
31 degrees 41 minutes west 84.28 feet to a point in the northerly  
shore line of the said lake, thence along the shore line south 75  
degrees 39 minutes west 83.47 feet to a point at the southeasterly  
corner of the said Longworth lands, thence along the easterly lines  
of Longworth's lands north 1 degree 06 minutes west 77.0 feet to  
the southerly line of said highway, being the point or place of  
beginning.

ALSO giving and granting unto the parties of the second part, their  
heirs and assigns, the right to use the existing pond and the future  
pond contemplated as southerly extension of the existing pond here-  
inbefore mentioned for bathing, boating, fishing and other re-  
creational purposes, such right to extend to the said parties of  
the second part, their heirs and assigns and their guests upon the  
said premises, whether they be household or commercial, Floyd L.  
Green and Elsie D. Green covenanting and agreeing to keep and  
maintain the waters in said pond at their present normal level,  
reserving, however, the right to lower said water temporarily for  
the purpose of repairing the dam to the said pond and making  
improvements to the said premises covered by the waters of the  
said pond.

SUBJECT to utility grants of record.

The said grantees covenant that they will not erect, carry on, maintain, suffer or permit on said plot or upon any part thereof, any dangerous offensive or noxious trade, business or occupation nor any public or private nuisance whatever and this covenant shall run with the land and bind all future owners.

The said grantees covenant that any dwelling or building erected on said plot or any part thereof, will be constructed and finished in a good, substantial and workmanlike manner in appearance, neatness and design and this covenant shall run with the land and bind all future owners.

BEING the same premises described in a deed dated February 6, 1970 made by Patrick J. Corr and Betsy M. Corr to Louis Cawein and Carrie Cawein, his wife and recorded in the Orange County Clerk's Office on February 9, 1970 in Liber 1840 of Deeds at page 655. The said Carrie Cawein died a resident of Orange County, New York, on October 5, 1978, leaving the said Louis Cawein as her surviving tenant by the entirety. The said Louis Cawein died a resident of Orange County, New York, on December 27, 1984 leaving a Last Will and Testament which was admitted to probate by the Surrogate of Orange County and Letters Testamentary being granted to Charles E. Cawein, the Executor named in said Last Will and Testament on January 7, 1985 (file #6-85 Liber 74 page 695).

---

SAID property is also described in accordance with a survey dated *March 28, 1985* made by Ronald A. Washburn, as follows:

BEGINNING at a point in the southerly line of New York State Route No. 207, said point being S. 81° 30' 00" W. 136.77 feet, said point being the most northwesterly corner of lands now or formerly John and Sandra Ryan, as described in Deed Liber 1972 at Page 922 and running thence:

- (1) S. 31-41-00 W. 84.28 feet, along the said lands of Ryan, to a point in the shoreline of a Lake, thence;
- (2) S. 73-04-30 W. 81.70 feet, to a point in the shore line of a Lake, thence;
- (3) N. 1-06-00 W. 77.00 feet, along lands now or formerly Raphaelia Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N. 81-30-00 E. 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

maintain, suffer or permit on said plot or upon any part thereof, any dangerous offensive or noxious trade, business or occupation nor any public or private nuisance whatever and this covenant shall run with the land and bind all future owners.

The said grantees covenant that any dwelling or building erected on said plot or any part thereof, will be constructed and finished in a good, substantial and workmanlike manner in appearance, neatness and design and this covenant shall run with the land and bind all future owners.

BEING the same premises described in a deed dated February 6, 1970 made by Patrick J. Corr and Betsy M. Corr to Louis Cawein and Carrie Cawein, his wife and recorded in the Orange County Clerk's Office on February 9, 1970 in Liber 1840 of Deeds at page 655. The said Carrie Cawein died a resident of Orange County, New York, on October 5, 1978, leaving the said Louis Cawein as her surviving tenant by the entirety. The said Louis Cawein died a resident of Orange County, New York, on December 27, 1984 leaving a Last Will and Testament which was admitted to probate by the Surrogate of Orange County and Letters Testamentary being granted to Charles E. Cawein, the Executor named in said Last Will and Testament on January 7, 1985 (file #6-85 Liber 74 page 695).

SAID property is also described in accordance with a survey dated *March 28, 1985* made by Ronald A. Washburn, as follows:

BEGINNING at a point in the southerly line of New York State Route No. 207, said point being S. 81° 30' 00" W. 136.77 feet, said point being the most northwesterly corner of lands now or formerly John and Sandra Ryan, as described in Deed Liber 1972 at Page 922 and running thence:

- (1) S. 31-41-00 W. 84.28 feet, along the said lands of Ryan, to a point in the shoreline of a Lake, thence;
- (2) S. 73-04-30 W. 81.70 feet, to a point in the shore line of a Lake, thence;
- (3) N. 1-06-00 W. 77.00 feet, along lands now or formerly Raphaelia Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N. 81-30-00 E. 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

**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 also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

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

JOHN F. SCHMIDT

JOHN F. SCHMIDT  
JOHN F. SCHMIDT  
JOHN F. SCHMIDT

**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

roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

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

FOR THE ESTATE OF SCHMIDT

ESTATE OF LOUIS C. CAWEIN  
EXECUTOR OF THE ESTATE OF  
CHARLES E. CAWEIN

**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.

[N PRESENCE OF:

ESTATE OF LOUIS C. CAWEIN

By Charles E. Cawein  
Charles E. Cawein  
Executor

On the 21 day of March 19 85, before me personally came Charles E. Cawein

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

*[Handwritten Signature]*  
Notary Public

JAMES R. LOEB  
Notary Public, State of New York  
Residing in Orange County  
Commission Expires March 30, 1986

STATE OF NEW YORK, COUNTY OF ss:  
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 ss:  
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 he executed the same.

STATE OF NEW YORK, COUNTY OF ss:  
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.

Executor's Deed

TITLE NO.

CHARLES E. CAWEIN as  
Executor of the Last Will and  
Testament of LOUIS C. CAWEIN

TO  
LOUISE L. SCHUMACHER

SECTION 55  
BLOCK 1  
LOT 3  
COUNTY OR TOWN

Recorded At Request of

RETURN BY MAIL TO:

Brian G. Gilmartin, Esq.  
90 East Main Street  
Washingtonville, NY 10992  
Zip No

140-112-  
J. Schumacher

REG OFFICE

10-2-86  
11-2-86  
12-2-86  
13-2-86  
14-2-86  
15-2-86  
16-2-86  
17-2-86  
18-2-86  
19-2-86  
20-2-86  
21-2-86  
22-2-86  
23-2-86  
24-2-86  
25-2-86  
26-2-86  
27-2-86  
28-2-86  
29-2-86  
30-2-86

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:  
 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 corpora-  
 tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:  
 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.

Executor's Deed

TITLE NO. \_\_\_\_\_

CHARLES E. CAWEIN as  
 Executor of the Last Will and  
 Testament of LOUIS C. CAWEIN

TO  
 LOUISE L. SCHUMACHER

SECTION 55  
 BLOCK 1  
 LOT 3

COUNTY OR TOWN \_\_\_\_\_

Recorded At Request of \_\_\_\_\_

RETURN BY MAIL TO:

Brian G. Gilmartin, Esq.  
 90 East Main Street  
 Washingtonville, NY 10992  
 Zip No. \_\_\_\_\_

140-  
 15-  
 J. Schumacher

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED  
 REAL ESTATE  
 APR 8 1985  
 TRANSFER TAX  
 ORANGE  
 COUNTY

LIBER 2346 PG 7

Orange County Clerk's Office, s.s.  
 Recorded on the \_\_\_\_\_ day  
 of \_\_\_\_\_ 1985 at \_\_\_\_\_  
 o'clock \_\_\_\_\_ M. in Liber \_\_\_\_\_  
 and Examined.  
 \_\_\_\_\_ Clerk

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

**THIS INDENTURE**, made the 9th day of MAY nineteen hundred and Eighty-Five

**BETWEEN** JAMES P. SCHUMACHER, residing at RD. #1, Box 326 (no number) Rock Tavern, New York. 12575

party of the first part, and

LOUISE L. SCHUMACHER, residing at (no number) Route 207, Campbell Hall, N.Y.

party of the second part.

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York being and intended to be the same premises conveyed by Deed from Charles E. Cawein as the Executor of the Estate of Louis C. Cawein to James P. Schumacher and Louise L. Schumacher, dated March 21st, 1985 and recorded in the Orange County Clerk

055958

48  
55  
1  
3

**TOGETHER** with all right, title and interest, if any, of the party of the first part of, 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 encumbered 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 shall not be held liable for this or any other deed and will hold the right to receive such con-

055958

party of the first part, and

LOUISE L. SCHUMACHER, residing at (no number) Route 207,  
Campbell Hall, N.Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

48  
55  
1  
3

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 and intended to be the same premises conveyed by Deed from Charles E. Cawein as the Executor of the Estate of Louis C. Cawein to James P. Schumacher and Louise L. Schumacher, dated March 21st, 1985 and recorded in the Orange County Clerk

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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 encumbered 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 to 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:

LIBER 2365 PG 305

*James P. Schumacher*  
JAMES P. SCHUMACHER

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 9th day of MAY 19 85, before me personally came

JAMES P. SCHUMACHER

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

*[Signature]*  
NOTARY PUBLIC

BRIAN G. GILMARTIN  
NOTARY PUBLIC, State of New York  
No. 02G14735383  
Qualified in Orange County  
Commission Expires March 30, 19 87

STATE OF NEW YORK, COUNTY OF SS:

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 SS:

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 SS:

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. \_\_\_\_\_

SCHUMACHER  
TO  
SCHUMACHER

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

*11/2*

Recorded At Request of American Title Insurance Company  
RETURN BY MAIL TO:

BRIAN G. GILMARTIN, ESQS.  
90 EAST MAIN STREET  
WASHINGTONVILLE, N.Y. 10992  
Zip No. \_\_\_\_\_

*Ali Tardo*



A Member of The Continental Insurance Companies

RECORDING OFFICE

5 X *[Handwritten]*

*[Handwritten: day, 11/15, 1985]*

*[Handwritten: date]*

*Brian G. Gilmartin*  
NOTARY PUBLIC

BRIAN G. GILMARTIN  
NOTARY PUBLIC, State of New York  
No. 02G14795383  
Qualified in Orange County  
Commission Expires March 30, 19 87

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ SS:

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 \_\_\_\_\_ SS.

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. \_\_\_\_\_

SCHUMACHER  
TO  
SCHUMACHER

SECTION \_\_\_\_\_  
BLOCK \_\_\_\_\_  
LOT \_\_\_\_\_  
COUNTY OR TOWN \_\_\_\_\_

*4112*

Recorded At Request of American Title Insurance Company  
RETURN BY MAIL TO:

BRIAN G. GILMARTIN, ESQS.  
90 EAST MAIN STREET  
WASHINGTONVILLE, N.Y. 10992

Zip No. \_\_\_\_\_

*Ali Mardo*

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
  
american title insurance company  
northeast region

A Member of The Continental Insurance Companies

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

*2365 PG 306*

RECEIVED  
*Exp. 10/27/85*  
REAL ESTATE  
MAY 30 1985  
TRANSFER TAX  
ORANGE COUNTY  
*127*

Orange County Clerk's Office, S.S.  
Recorded on the *30th* day  
of *May* 19 *85* at *12:15*  
o'clock *P*. M. in Liber *2365*  
*Deeds* at page *306*  
and Examined:  
*Miriam P. Newirth*

062162

**THIS INDENTURE**, made the 26 day of September nineteen hundred and Eighty-Five **BETWEEN** JAMES P. SCHUMACHER, residing at (no number) Rt. 207, Campbell Hall, New York

party of the first part, and

LOUISE L. SCHUMACHER, residing at (no number) Rt. 207, Campbell Hall, New York

party of the second part,

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

-----TEN----- 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, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the southerly line of the Newburgh-Campbell Hall Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way South 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

ALSO giving and granting unto the parties of the second part, their heirs and assigns, the right to use the existing pond and the future pond contemplated as southerly extension of the existing pond hereinbefore mentioned for bathing, boating, fishing and other recreational purposes, such right to extend to the said parties of the second part, their heirs and assigns and their guests upon the said premises, whether they be household or commercial, Floyd L. Green and Elsie D. Green ~~convenanting and agreeing to keep and maintain~~ the waters in said pond at their present normal level, reserving however, the right to lower said water temporarily for the purpose of repairing the dam to the said pond and making improvements to the said premises covered by the waters of the said pond

55-1-3

X

party of the first part, and

LOUISE L. SCHUMACHER, residing at (no number) Rt. 207,  
Campbell Hall, New York

party of the second part,

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

-----TEN----- 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, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the southerly line of the Newburgh-Campbell Hall Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way South 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

ALSO giving and granting unto the parties of the second part, their heirs and assigns, the right to use the existing pond and the future pond contemplated as southerly extension of the existing pond hereinbefore mentioned for bathing, boating, fishing and other recreational purposes, such right to extend to the said parties of the second part, their heirs and assigns and their guests upon the said premises, whether they be household or commercial, Floyd L. Green and Elsie D. Green ~~covenanting and agreeing to keep and maintain~~ the waters in said pond at their present normal level, reserving however, the right to lower said water temporarily for the purpose of repairing the dam to the said pond and making improvements to the said premises covered by the waters of the said pond.

SUBJECT to utility grants of record.

The said grantees covenant that they will not erect, carry on, maintain, suffer or permit on said plot or upon any part thereof, any dangerous offensive or noxious trade, business or occupation nor any public or private nuisance whatever and this covenant shall run with the land and bind all future owners.

55-1-3

X

The said grantees covenant that any dwelling or building erected on said plot or any part thereof, will be constructed and finished in a good, substantial and workmanlike manner in appearance, neatness and design and this covenant shall run with the land and bind all future owners.

SAID property is also described in accordance with a survey dated March 28, 1985 made by Ronald A. Washburn, as follows:

BEGINNING at a point in the southerly line of New York State Route No. 207, said point being S. 81° 30' 00" W. 136.77 feet, said point being the most northwesterly corner of lands now or formerly John and Sandra Ryan, as described in Deed Liber 1972 at page 922 and running thence:

- (1) S. 31-41-00 W. 84.28 feet, along the said lands of Ryan, to a point in the shoreline of a Lake, thence;
- (2) S. 73-04-30 W. 81.70 feet, to a point in the shore line of a lake, thence;
- (3) N. 1-06-00 W. 77.00 feet, along lands nor or formerly Raphaelia Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N. 81-30-00 E. 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

BEING and intended to be the same premises conveyed to JAMES P. SCHUMACHER and LOUISE L. SCHUMACHER by CHARLES E. CAWEIN, EXECUTOR OF THE ESTATE OF LOUIS C. CAWEIN, by deed dated March 21, 1985 and recorded in the Orange County Clerk's Office on April 8, 1985 in Liber 2346 of Deeds at page 4.

BEING and intended to clarify the conveyance by deed dated May 9, 1985 and recorded in the Orange County Clerk's Office in Liber 2365 at page 305 running from the same James P. Schumacher to Louise L. Schumacher.

**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:

**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.

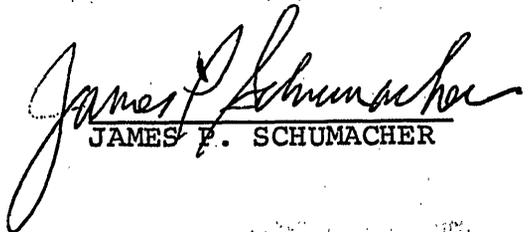
**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**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:**

  
JAMES F. SCHUMACHER

STATE OF NEW YORK, COUNTY OF ORANGE

On the 26 day of September 1985, before me personally came

JAMES P. SCHUMACHER

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

*Brian G. Gilmartin*

BRIAN G. GILMARTIN  
NOTARY PUBLIC, State of New York  
No. 02G14735383  
Qualified in Orange County  
Commission Expires March 30, 1987

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 he executed the same.

STATE OF NEW YORK, COUNTY OF

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

that he is the of

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

**Bargain and Sale Deed**

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. \_\_\_\_\_

SCHUMACHER  
TO  
SCHUMACHER

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

*F-17-8*  
*St. J. Hand + Gilmartin*

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
  
american title insurance company  
northeast region

A Member of The Continental Insurance Companies

Recorded At Request of American Title Insurance Company

RETURN BY MAIL TO:

BRIAN G. GILMARTIN, ESQ. *EW*  
90 EAST MAIN STREET  
WASHINGTONVILLE, NEW YORK  
Zip No. 10992

ORDING OFFICE

*day 2/15/86*  
*newphy*  
Clerk

executed the foregoing instrument, and acknowledged that he executed the same.

*Brian G. Gilmartin*

**BRIAN G. GILMARTIN**  
NOTARY PUBLIC, State of New York  
No. 02G14735383  
Qualified in Orange County  
Commission Expires March 30, 1987

executed the foregoing instrument, and acknowledged that he executed the same.

*[Signature]*

STATE OF NEW YORK, COUNTY OF

On the 14 day of February, 1985, before me personally came [Name], to me known, who, being by me duly sworn, did depose and say that he resides at No. [Address]

that he is the of

[Name], 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 14 day of February, 1985, before me personally came [Name], to me known, who, being by me duly sworn, did depose and say that he resides at No. [Address]

that he is the of

[Name], 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.

**Bargain and Sale Deed**

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. \_\_\_\_\_

SCHUMACHER  
TO  
SCHUMACHER

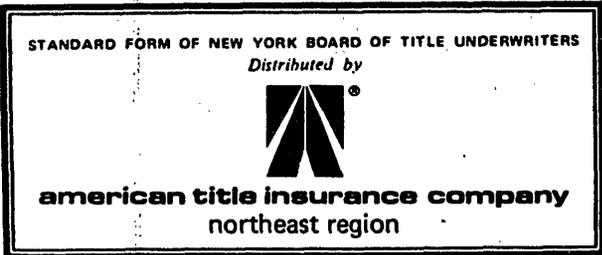
SECTION

BLOCK

LOT

COUNTY OR TOWN

*F-17-8*  
*St. J. Ward & Gilmartin*



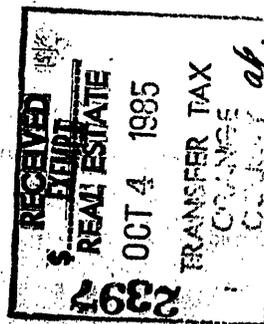
A Member of The Continental Insurance Companies

Recorded At Request of American Title Insurance Company  
RETURN BY MAIL TO:

BRIAN G. GILMARTIN, ESQ. *(EW)*  
90 EAST MAIN STREET  
WASHINGTONVILLE, NEW YORK  
Zip No. 10992

SERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 2421 PG 109



Orange County Clerk's Office, s.s.

Recorded on the 14th day

of OCT 1985 at 9:15

o'clock A M. in Liber 2421

at page 106

Examined.

*St. J. Ward*

Clerk

# POLICY OF TITLE INSURANCE



Issued by

TITLE NO. RD-33-13077  
POLICY NO. 342966

**american title insurance company**

Brian Gilmartin, Esq. northeast region  
DiNardo & Gilmartin, Esqs.  
P.O. Box 1000  
Washingtonville, New York 10992

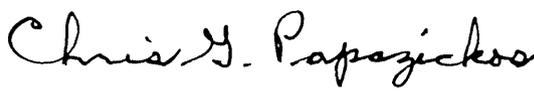
American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending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

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

**american title insurance company**

  
President

ATTEST:

  
Secretary



## CONDITIONS OF THIS POLICY

### 1. DEFINITIONS

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

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

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

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

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

### 2. DEFENSE AND PROSECUTION OF SUITS

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

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

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

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

### 3. CASES WHERE LIABILITY ARISES

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

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

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

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

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

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

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

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

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

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

### 4. NOTICE OF CLAIM

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

### 5. PAYMENT OF LOSS

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

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

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

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

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

#### 6. CO-INSURANCE

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

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

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

(b) If the premises are divisible into

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

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

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

#### 7. ASSIGNMENT OF POLICY

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

#### 8. SUBROGATION

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

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

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

#### 9. MISREPRESENTATION

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

#### 10. NO WAIVER OF CONDITIONS

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

#### 11. POLICY ENTIRE CONTRACT

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

#### 12. VALIDATION AND MODIFICATION

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

## POLICY OF TITLE INSURANCE



**american title insurance company**

northeast region

### EXECUTIVE OFFICES

360 LEXINGTON AVENUE, NEW YORK, N.Y. 10017  
(212) 687-5400

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

50 EAST OLD COUNTRY ROAD, MINEOLA, N.Y. 11501  
(516) 746-4800 • (212) 526-0700

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

245 MAMARONECK AVENUE, WHITE PLAINS, N.Y. 10605  
(914) 946-1600 • (914) 666-3399 • (212) 295-8920

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

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



Licensed in 45 States, the District of  
Columbia, Puerto Rico, The Virgin  
Islands and the Netherlands Antilles



© TCC 1982

a subsidiary of The Continental Corporation

SCHEDULE A

Date of Policy 4/8/85

Amount of Insurance \$ 35,000.00

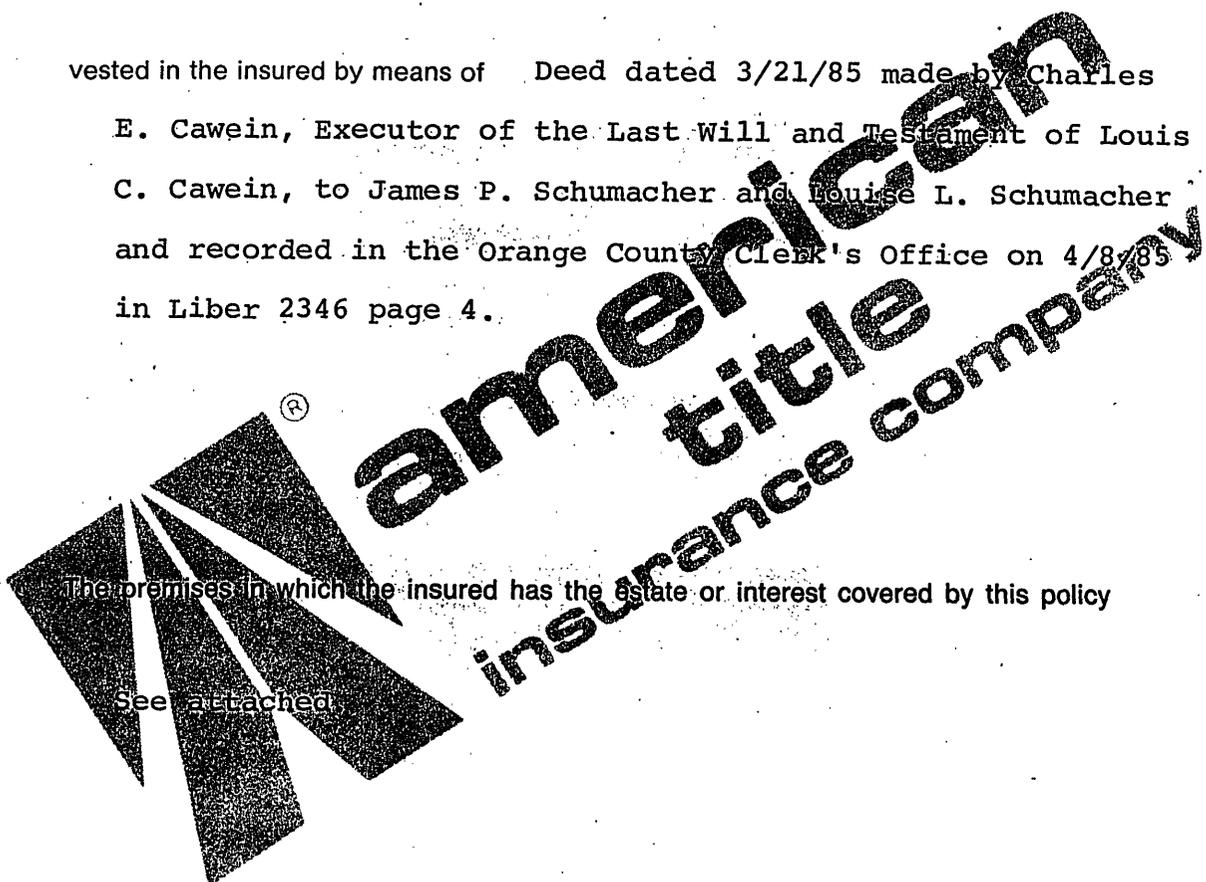
TITLE NO. RD-33-13077  
POLICY NO. 342966

Name of Insured:

JAMES P. SCHUMACHER and LOUISE L. SCHUMACHER

The estate or interest insured by this policy is fee simple.

vested in the insured by means of Deed dated 3/21/85 made by Charles E. Cawein, Executor of the Last Will and Testament of Louis C. Cawein, to James P. Schumacher and Louise L. Schumacher and recorded in the Orange County Clerk's Office on 4/8/85 in Liber 2346 page 4.

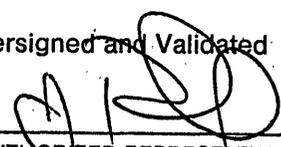


The premises in which the insured has the estate or interest covered by this policy

See attached.

Countersigned and Validated

BY

  
AUTHORIZED REPRESENTATIVE  
JAMES V. RINALDI

SCHEDULE "A"

All that certain tract or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the southerly line of the Newburgh-Campbell Hall Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way south 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

ALSO described as follows:

Beginning at a point in the southerly line of New York State Route No. 207, said point being S81°30'00"W 136.77 feet, said point being the most northwesterly corner of lands now or formerly John and Sandra Ryan, as described in Deed Liber 1972 at Page 922 and running thence;

- (1) S31°41'00"W 84.28 feet, along the said lands of Ryan, to a point in the shore line of a Lake, thence;
- (2) S73°04'30"W 81.70 feet, to a point in the shore line of a Lake, thence;
- (3) N1°06'00"W 77.00 feet, along lands now or formerly Raphaelia Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N81°30'00"E 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

SCHEDULE B

TITLE NO. RD-33-13077  
POLICY NO. 342966

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

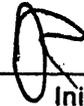
1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with other premises or otherwise.
7. Subject to Mortgage dated 4/5/85 made by Louise L. Schumacher and James P. Schumacher to The Bank of New York, securing \$31,500.00 and recorded in the Orange County Clerk's Office on 4/8/85 in Liber 1998 page 241.
8. Grants in Liber 767 page 453, Liber 1050 page 164, Liber 1210 page 338, Liber 1246 page 11. Covenants and Restrictions in Liber 1207 page 385.
9. Survey made by Ronald Washburn, L.S., shows premises with location of house, drive, utility line and drainage culverts. All within bounds.
10. Company insures that State Highway #207 is maintained by the State of New York.
11. Company insures there is no Certificate of Occupancy, house built prior to zoning.
12. Company affirmatively insures that with the exception of providing utility service to the subject dwelling, that Grants in Liber 767 page 453, Liber 1050 page 164, Liber 1210 page 338 and Liber 1246 page 11 do not create any rights which extend more than 10 feet inside any record line, and that the exercise of any rights thereunder will not interfere with the use and occupancy of structural improvements located on the premises.

# american title insurance company

## CONTINUATION SHEET

COMMITMENT/POLICY NO. RD-33-13077  
342966

13. Company affirmatively insures that Covenants and Restrictions in Liber 1297 page 385 are presently not violated and any future violation will not result in a reversion or forfeiture of title. Also, there is no condition or right of reentry or other provision for forfeiture under which the insured mortgagee can be cut off, subordinated or otherwise disturbed.
14. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
15. 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, which do not appear of record.
16. The exact acreage of the premises herein will not be insured.
17. Riparian rights, if any, in favor of the premises herein are not insured.
18. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
19. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."



Initialed for Identification



# Hardenburgh Abstract Co. of Orange County

P.O. Box 638, 12 Scotchtown Avenue, Goshen, N.Y. 10924

(914) 294-6909

Policy Writing Agent for

**american title insurance company**

Mouise Schumacher  
R.D. 1, Box 326  
Rock Tavern, New York 12575

DATE: 09/22/86

TITLE NO: RD-33- 13077

ATTN:

(1) MORTGAGE TITLE INSURANCE	\$	38,000.00	PREMIUM \$	246.00
(2) FEE TITLE INSURANCE	\$		PREMIUM \$	

INSURE (1) DOUGHKEEPSIE S/B (REFINANCE)  
(2) LOUISE SCHUMACHER

REPORT BY A.S.A.P.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 92-23

Date: 8/6/92.

I. ✓ Applicant Information:

- (a) Louise Schumacher, 1425 Rd. 207, Rock Tavern, NY 12575  
(Name, address and phone of Applicant) 427-2463 (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. ✓ Application type:

- Use Variance  Sign Variance
- Area Variance  Interpretation

III. ✓ Property Information:

- (a) R-1 1425 Rt. 207 55-1-3 81.70 front width,  
(Zone) (Address) (S B L) 77.00 side to back,  
125.30 rear width  
(Lot size) 84.28  
Rt. side  
to rear.
- (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? 4/85
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? \_\_\_\_\_ ?  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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) <sup>N/A</sup> 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. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>50-ft.</u>	<u>3 ft.</u>	<u>47 ft.</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only  
 \*\* No-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 may have made to alleviate the difficulty other than this application.

The variance, if granted, will not create detriment to the public health, safety, or welfare in maintaining the required bulk reqs. for rear yd. The proposed variance will produce no change to the character of the neighborhood or detriment to nearby properties. The area variance is not substantial. Proposed variance will have no adverse effect on physical or environmental conditions. The alleged difficulty was not self-created since the residence was constructed in 1945 and is pre-existing zoning.

VI. Sign Variance: N/A

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

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

<sup>N/A</sup>  
(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

---

---

---

---

---

<sup>N/A</sup>  
(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. <sup>N/A</sup>

(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 is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*Applicant intends to add a living room to the residential dwelling. Property will still maintain the quality of the zone which is residential in nature.*

---

---

---

IX. ✓ Attachments required:

Copy of referral from Bldg./Zoning Insp. or Planning Bd.

Copy of tax map showing adjacent properties.

<sup>N/A</sup> Copy of contract of sale, lease or franchise agreement.

Copy of deed and title policy.

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 in question.

<sup>N/A</sup> Copy(ies) of sign(s) with dimensions and location.

Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 250.00, each payable to the TOWN OF NEW WINDSOR.

Photographs of existing premises from several angles.

X. Affidavit.

Date: 8/6/92.

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

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

Joseph L. Schumacher  
(Applicant)

Sworn to before me this

8th day of August, 1992.

Patricia A. Barnhart

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1993.

XI. ZBA Action:

- (a) Public Hearing date: \_\_\_\_\_.
- (b) Variance: Granted () Denied ()
- (c) Restrictions or conditions: \_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



LOUISE SCHUMACHER .

MR. FENWICK: Third preliminary hearing is Louise Schumacher, is that correct?

MS. SCHUMACHER: Schumacher.

MR. FENWICK: Request a 47 foot rear yard variance to construct addition to residential dwelling located at 1425 Route 207 in an R-1 zone. Tell us what you would like to do?

MS. SCHUMACHER: I'd like to put an addition out the back of my house for a 12 by 16 living room. I've got a really small back yard there.

MR. BABCOCK: It's the second to the last piece of property in New Windsor on 207 all the way out.

MR. FENWICK: Lot number 3?

MR. BABCOCK: Yes.

MR. NUGENT: I thought you need a 40 foot variance?

MR. BABCOCK: R-1 zone it's a 50 foot rear yard requirement.

MR. NUGENT: 50 feet off the rear yard?

MR. BABCOCK: Yes.

MR. FENWICK: How far back is the house from the rear property?

MR. BABCOCK: She is looking for a 47 foot variance from the 50 foot.

MR. FENWICK: How close is the house?

MR. LUCIA: Your application shows a rear yard of 82 feet. I don't think that would be possible if you're adding a 12 foot deep extension.

MS. SCHUMACHER: Maybe that was my fault, I wasn't

sure exactly what dimensions. In fact I brought a copy of my survey. Actually the 82 feet is across. I guess I was a little confused on some of these measurements. Green's pond is right behind my house there. Obviously that's somebody else's property, but I don't know whether with the addition there it's not like somebody else's grass and yard is going to be right next to where that is.

MR. FENWICK: The house isn't even 50 feet.

MR. BABCOCK: Approximately 15 feet according to her.

MS. SCHUMACHER: It's real close.

MR. BABCOCK: It received a C.O. in 1972.

MS. SCHUMACHER: That's when it received a C.O.?

MR. BABCOCK: Yes.

MS. SCHUMACHER: It's older than that.

MR. BABCOCK: Well, there is a very good possibility that it might be older than that but that's when it found a C.O.. According to this the building permit was issued on May 10th of 1971 for that house.

MR. FENWICK: Who issued the building permit?

MS. SCHUMACHER: Howard Collet (phonetic).

MR. FENWICK: You're planning on putting a full addition, this isn't a deck, this is a total addition?

MS. SCHUMACHER: Right.

MR. LUCIA: One thing I notice on your plans you show this three foot from the property line as approximate. I think it screws off the sketch. I think the other end is approximately six feet. This Board needs fairly accurate dimensions to work with because you're coming in to apply for a

specific variance. If you come in and apply for a variance based on the three feet and it turns out to be two and a half, you haven't solved your problem then. So, if there is any variation in those dimensions I suggest you either get a surveyor to check it or determine exactly because if you make an error and it's not in your favor, you haven't done anything by coming for a variance. You're back in the same situation.

MS. SCHUMACHER: I would be starting over again.

MR. LUCIA: Yes.

MS. SCHUMACHER: What we tried to do was tie a string from one stake to another. There were trees in the way. It was hard to pull it straight across and then --

MR. LUCIA: The problem, the reason I raise it, when you go to sell the house invariably somebody buying it from you so you can get accurate survey. If you have applied for a variance based on a three foot dimension and it turns out to be two and a half, you're stuck. I would suggest that you get an accurate measurement or determined accurate measure.

MR. CICIO: Is there a problem when we say a foundation or footings, I'm going to be putting piers, it's going to be a deck --

MR. FENWICK: The actual structure itself. It doesn't make any difference how far in the ground or how far above the ground. It's right to the actual structure itself.

MR. TORLEY: The edge of the structure, not the foundation.

MR. CICIO: I'm sorry --

MR. TORLEY: If you have a candeliever out --

MR. CICIO: I'm going to put piers in. I understand what you're saying.

JULY 27, 1992

24

MR. TORLEY: That's awful close to the rear line.

MS. SCHUMACHER: It's close to the rear line but yet there's a little bit more land there before the water actually starts.

MR. FENWICK: How long have you lived there?

MS. SCHUMACHER: April of '85.

MR. FENWICK: I see.

MR. BABCOCK: There is a survey there, Mr. Chairman.

MS. SCHUMACHER: That was I refinanced a year after I bought it. That's --

MR. FENWICK: That's something that could be figured out from there. Using a scale we could probably come pretty close.

MS. SCHUMACHER: I bought it the year before. But I refinanced so I had to have that.

MR. CICIO: Just saying the house itself should have been even farther back, farther --

MR. NUGENT: Forward.

MR. FENWICK: The lot is so small it probably couldn't even be legally put on the lot. In an R-1 zone the size is --

MR. BABCOCK: 1972 it was --

MS. SCHUMACHER: I understand the house, I don't know whether it was the deed -- built back in '45. My guess it's older than the '70's.

MR. TORLEY: They may have just reconstructed it, got the building permit.

MR. BABCOCK: Unless it's the wrong one.

MR. TORLEY: Once they put in zoning I don't think it's ever been less than the present requirements.

MR. FENWICK: Particularly R-1.

MS. SCHUMACHER: The actual property line goes across but yet there is a lit bit more land there that is the shoreline, it's not a whole lot.

MR. FENWICK: Do you know your neighbors? No problem, as far as you know?

MS. SCHUMACHER: No, my neighbors on both sides, we're all real close friends. They know I'm planning to do this.

MR. BABCOCK: If you're not positive, there's a very good chance that this survey has either been reduced or enlarged, I'm not sure which one, but it's doesn't appear to be exactly right to scale as far as the measurement on there, in my opinion.

MS. SCHUMACHER: You don't think they did a correct --

MR. LUCIA: A photocopy doesn't always accurately reproduce the scale. It's difficult to work from a photographed survey.

MS. SCHUMACHER: I got the real thing. I reduced that at work to draw on it.

MR. BABCOCK: When you reduce, you reduce the size. I would say, the only correct way of knowing is either having the survey go back and get some type of a line up.

MR. LUCIA: The Board is not going to require you to hire a surveyer, that's going to be your decision. The Board only reacts to the figures you give us. As I say if it turns out you're wrong, the error is going to come back and haunt you. The Board can only work with the numbers you give us.

MS. SCHUMACHER: That would be if I ever went to sell it and somebody else actually got a survey --

MR. LUCIA: If it turns out you're closer than three feet to that back line then you need to come

JULY 27, 1992

26

in for a variance. You haven't gotten any place by going through this whole proceeding.

MR. FENWICK: The banks are getting really to be sticklers. They are on top of everything, as a matter of interest actually.

MR. BABCOCK: When you do it, put offsets. Did you ever do an offset, so there is no trees in the way. Measure in ten feet.

MR. CICIO: You can't even go that. The tree is right on the edge of the water. I was thinking of doing that. I would be doing some pile driving to put it through water. There is a tree there and a tree there (indicating). I could go forward and do it that way. I didn't know how accurate you had to have this.

MR. TORLEY: Give yourself a little slack.

MR. BABCOCK: You have to have three foot plus left over once the addition is in if they grant you the variance.

MR. CICIO: When you say --

MR. BABCOCK: If you have two foot eleven and a half you're in trouble. You have to have three foot plus.

MR. CICIO: So, you're telling me three foot, that's it.

MR. FENWICK: We are not saying three foot. We're saying what you write down on that piece of paper has to be accurate, or a little more. In other words, if you're applying three foot and you have three foot two that's fine. If you have three foot four, that's fine. If you have written down three foot to the line, if you come in here and say it's two foot six, that's okay, too, that will go on the application. But that, what we have to have is near as possible accurate number, that much gets put down on there. Cover yourself.

MR. CICIO: Right, is there a set where you cannot

build this or -- .

MR. FENWICK: Yes, if it's in the other guy's lot, that's about it. You can't build it legally now. That's where, that's the reason why you're here. You cannot legally build it now. You'll need a variance, no matter what you put out the back. Let's make it accurate.

MR. LUCIA: The Board is only reacting to the numbers you give us. If there is a question go for two and a half.

MR. CICIO: That's what I was just going to say, give a little more.

MR. LUCIA: We just respond to the numbers you give us. If there is an issue on locating it and you think you're going to come real close to three feet apply for two and a half.

MR. CICIO: I don't know, is the stakes accurate --

MR. TORLEY: Do yourself a favor and double check.

MR. CICIO: I think we should get --

MS. SCHUMACHER: I have to assume the stakes are accurate from the surveys.

MR. TANNER: Is the survey local?

MR. BABCOCK: It's Washburn.

MR. LUCIA: You might just get the surveyor to ask what he would charge you and shoot it again. If he is just going to shoot that one line and tell you your offsets it may not be very much money.

MR. FENWICK: He might be able to shoot the corners for you.

MR. CICIO: They are on an angle, the one stake is on an angle. I don't know if the kids have been playing with it.

JULY 27, 1992

28

MS. SCHUMACHER: It's a crazy shaped lot there. He could actually tell me from the back of the house then to certain points.

MR. FENWICK: It's not going to be a big deal. They can come out there and stake the building for you then you will know exactly. Stake it out and put it on the piece of property.

MR. CICIO: Let them do that, okay.

MR. TANNER: If they do that it also is helpful for us because you can take a photo with those stakes in place and then we can see how that building is going to sit on the lot.

MR. CICIO: Okay.

MR. TORLEY: Because you are asking for an awful big variance. Out of a 50 foot requirement you're asking for 47 foot to be thrown out.

MR. CICIO: Thrown out, yes, yes.

MR. LUCIA: The other side.

MR. CICIO: Has it ever been done?

MR. LUCIA: There are no absolute rules in terms of granting or denying a variance. But in your case the building itself is in the required rear yard. You bought it that way, you obviously didn't realize it was a problem with it and if there was a C.O. issued somebody overlooked it, didn't consider it or I don't know. But, in terms of the marginal change all you're asking for really is an additional 12 feet. So, as part of your proof obviously show us where the building is, how much back is already in the rear yard. Really you're just going 12 feet beyond.

MS. SCHUMACHER: Okay, if I get a survey done what do I do at that point?

MR. LUCIA: I don't think you need, unless you want to, I don't think you necessarily need an entire survey. I think it will just have --

MS. SCHUMACHER: I wouldn't want to do that if I don't have to.

MR. LUCIA: Mark the rear line and show them the size building you want to put up there, have them stake that and give you the offsets from the closest point to the rear line. If it's two feet eleven and a half inches, then apply for your variance based on those numbers.

MR. CICIO: Is he still do this surveying?

MR. BABCOCK: Yes.

MS. SCHUMACHER: So then I need to submit a new permit application?

MR. BABCOCK: Possibly not, you might be three feet or you might be over three feet, so you're okay.

MR. NUGENT: We can change the numbers.

MR. CICIO: Right now she submitted to you as three feet?

MR. BABCOCK: Yes.

MS. SCHUMACHER: I guess I didn't really understand it had to be a specific exact amount. I figured I needed so much anyway, what's a few inches here and there.

MR. TORLEY: It's really for your protection.

MR. LUCIA: When you get an accurate computation call Mike, they might change it. If it requires a change we can work from there.

MS. SCHUMACHER: I can get that done and that would be my next step to call.

MR. BABCOCK: Bring a copy of it in. We will make a copy.

MR. FENWICK: Let me ask you in order, since we are probably talking about a foot or two one way

or the other, is it appropriate to set her up for a public hearing?

MR. LUCIA: If Mike doesn't object I have no problem. We can rechange the notice of denial.

MR. NUGENT: Predicated on having the correct information.

MR. TANNER: I will make a motion to set for public hearing based on the corrected information.

MR. KONKOL: I will second it.

MR. FENWICK: Roll call?

ROLL CALL:

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

MR. FENWICK: I will turn it back over to the attorney and he's going to tell you what you have to do.

MR. LUCIA: You're applying for an area variance and the standard the Board has in order to grant you an area variance is that they must determine the benefit to you if the variance is granted does not outweigh the detriment to the public health, safety and welfare in maintaining the required bulk requirements for rear yard. There are five factors involved in the Board making that finding. One, whether it is a desirable change and would produce character of the neighborhood or detriment to nearby properties. Two, whether the benefit sought by you can be achieved in any other way than applying for a variance. Three, whether the requested area variance is substantial. It is in this case but as I say explain the existing location of the house and you effectively going only 12 feet beyond. Four, whether the proposed variance has any adverse effect on physical or environmental conditions in the neighborhood or

district. Five, whether the alleged difficulty is self-created. When you come back we might see some photographs of the back yard, where it is. If you have stakes in that will be great, they will obviously show where exactly it's going to go. Take some shots looking towards the rear so the Board can see how this will affect --

MS. SCHUMACHER: I will take my rowboat out on the pond and show it.

MR. LUCIA: The other way, what it is you would be looking at. If there is just to show the depth of the pond so we can see that you're not right up against your neighbor's back yard.

MS. SCHUMACHER: That's the thing, at least the water comes around there, it's not like it's really touching the land there, it's more the water.

MR. TORLEY: Does she have to do anything because that's a pond as far as wet lands provisions, drainage?

MR. LUCIA: I doubt it's a problem.

MS. SCHUMACHER: It's too small. Green's pond is not that big.

MR. TORLEY: It's permanent water. I don't know.

MR. LUCIA: If it is not Federally or State regulated the town does not have any separate wet lands regulations that I am aware of.

MR. TORLEY: The reason I say the Federal and State wet lands laws are getting very precise. I want to make sure you don't run into them, too.

MS. SCHUMACHER: Even if it's privately owned? I guess most of the pond is owned by old Mrs. Green that lives on the side there.

MR. LUCIA: Also, besides the photographs, when you come I would like to see a copy of your deed and a copy of your title policy. The application

you were just handed, obviously has to be filled out and submitted to Pat. There are instructions there, I think they are self-explanatory. If you have any questions give Pat a call. Bring back two checks when you come, written to the Town of New Windsor one for \$50, that's the application fee, and one for \$250 dollars, that's a deposit against town consultant review fees and various disbursements the town has in connection with your application.

MR. CICIO: Any refunded --

MR. LUCIA: As I say it's an estimate because we don't know how much time and disbursements are to be on the file. If it's too much you get a refund, if it's too little you get a bill.

MR. CICIO: If this does get denied just, is it okay if she wants to go up?

MR. LUCIA: If it's denied can she appeal it further? If it's denied you have court review Article 78 proceeding --

MR. BABCOCK: I think he meant, I think build-up.

MS. SCHUMACHER: Build-up rather than out.

MR. BABCOCK: No, you wouldn't have a problem with that, no.

MS. SCHUMACHER: You don't need a permit or you do?

MS. BARNHART: You always need a permit.

MR. FENWICK: Is it a low house now?

MR. BABCOCK: I don't even know, I haven't seen it.

MR. FENWICK: Would you exceed, what is it 35 feet? Would you be going over 35 feet if you went up?

MR. BABCOCK: Thirty-five foot height requirement

JULY 27, 1992

33

maximum. That's a high house.

MR. CICIO: Yes, that's high. It wouldn't be that high.

MS. SCHUMACHER: This is a little house.

MR. CICIO: Basically almost like a cottage. I was just curious to draw something else up.

11