

**ZB# 93-22**

**James Greene**

**16-2-1**

Hellem,

June 14, 1993.

# 93-22 - Greene, James -  
front yd - pool.

Need copy of:

- ① Need at home
- ② 776 report &
- ③ Fees: ① 50.00 + ② 250.00 +
- ④ Photos.

⑤ Information on corner  
lot obstruction of roadway.

Addr. Sections { 48-14 A 1 (b)  
48-14 A-4  
48-14 G (1)

48-14 (C) (1) [redacted]

Letters out 6/18/93

New Notice of Denial from Mike  
Notice to Sentinel - 9/16/93.

Public Hearing:  
July 12, 1993.

Area Variance  
Approved.

\$ 141.50 due

Filed ct #

1198

10/29/93.

•

MADE IN U.S.A. NO. R753 1/3

•

ESSELTE  
**Oxford**

Jonathan Goodson  
E. side Rt. 9W  
Office 20-2-69

C/O 170

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

# GENERAL RECEIPT

13423

Received of James R. & Janet Greene <sup>June 16</sup> 19 83  
Fifty and 00/100 \$ 50.00  
DOLLARS

For Zoning Board #93-22

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>Ch # 1093</u>		<u>50.00</u>

By Pauline G. Townsend  
Town Clerk  
Title

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C/O 170 Jonathan  
E. side  
Office

FUND	CODE	AMOUNT
CR# 1093	#	5000

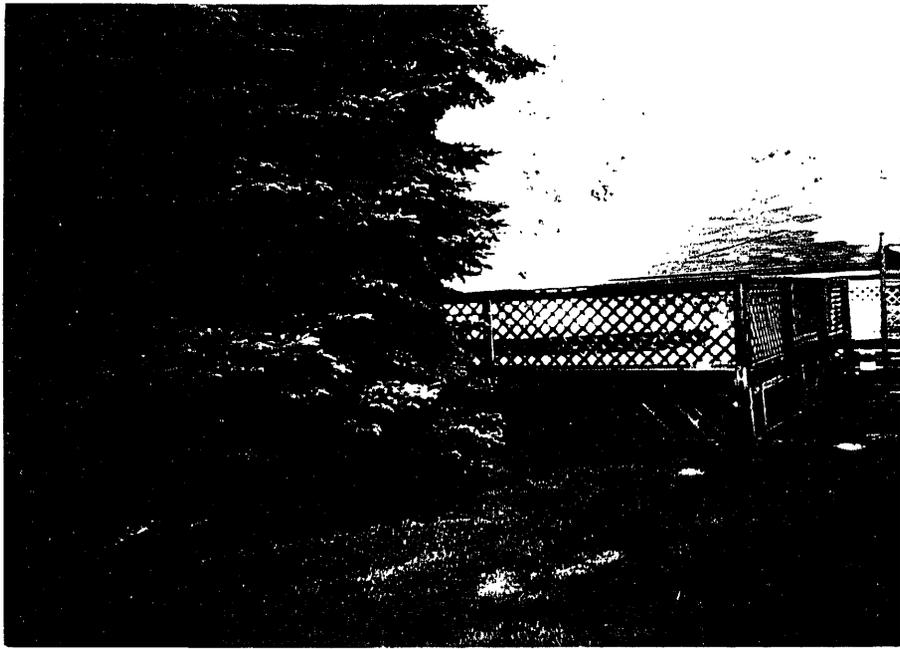
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By Pauline W. Dowson  
@  
Town Clerk  
Title



28A Disk # 9-  
012693, JW,

# 93-22 - Lincoln, Vermont - front yard - post.



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Galene, James

FILE # 93-22

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00 paid  
 \* \* \* \* \* 6/16/93

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 250.00 paid  
4/16/93

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 6/14/93 - 9 pages . . . \$ 40.50  
 2ND PRELIM. MEETING - PER PAGE 7 . . . \$ \_\_\_\_\_  
 3RD PRELIM. MEETING - PER PAGE . . . \$ \_\_\_\_\_  
 PUBLIC HEARING - PER PAGE 7/12/93 - 6 pages . . . \$ 36.00  
 PUBLIC HEARING (CONT'D) PER PAGE . . . \$ \_\_\_\_\_  
 TOTAL . . . . . \$ 76.50

ATTORNEY'S FEES:

PRELIM. MEETING- .3 HRS. . . . . \$ \_\_\_\_\_  
 2ND PRELIM. \_\_\_\_\_ HRS. . . . . \$ \_\_\_\_\_  
 3RD PRELIM. \_\_\_\_\_ HRS. . . . . \$ \_\_\_\_\_  
 PUBLIC HEARING .3 HRS. . . . . \$ \_\_\_\_\_  
 PUBLIC HEARING \_\_\_\_\_ HRS. (CONT'D) . . . \$ \_\_\_\_\_  
 FORMAL DECISION 1.5 HRS. . . . . \$ \_\_\_\_\_  
 TOTAL HRS. 2.1 @ \$ 150.00 PER HR. \$ 315.00  
 TOTAL . . . . . \$ 315.00

MISC. CHARGES:

\_\_\_\_\_ TOTAL . . . . . \$ 391.50

LESS ESCROW DEPOSIT . . . \$ 250.00  
 (ADDL. CHARGES DUE) . . . \$ 141.50 due  
 REFUND TO APPLICANT DUE . . . \$ \_\_\_\_\_

*file*  
*cc: Ap.*

-----x

In the Matter of the Application of  
JAMES GREENE

DECISION GRANTING  
AREA VARIANCES

#93-22

-----x

WHEREAS, JAMES GREENE, 1 Oak Ridge Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 26 ft. front yard variance, a 3 ft. 6 in. fence height variance and variances from Sections 48-14A(1)(b), 48-14A(4), and 48-14C(1)(c)[1] and (d) of the Supplementary Yard Regulations, and a variance from Section 48-21G(1) of the Supplementary Use Regulations, all for an existing above ground pool, with fence and deck which exists in the front yard, closer to property line than 10 ft., on a corner lot located on the residential parcel at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 12th day of July, 1993 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared in behalf of himself 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 of fact in this matter:

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

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations relating to front yard and fence height in order to maintain an existing pool, deck and fence at his residential parcel in an R-4 zone. In addition, the applicant is seeking permission to vary the provisions of the Zoning Local Law of the Town of New Windsor at Section 48-21G(1) which provides that a pool shall not be located in any required front yard and in no case closer than ten feet to any property line, and also Section 48-14(A)(1)(b) which provides that an accessory building (which includes the pool, deck, and fence in the front yard over 4 ft. high) shall be set back ten feet from any lot line. Further, the applicant is seeking to vary the provisions of Section 48-14A(4) which provide that no accessory building (which again includes the pool, deck and fence in the front yard over 4 ft. high) shall project nearer to the street on which the principal building fronts than such principal building.

Finally, the applicant is seeking to vary the provisions of Section 48-14(C)(1)(c)[1] and (d) which provides that the maximum permissible height of fences located between the principal building and the street or streets on which it fronts shall be 4 ft., except if a lower fence is required by Section 48-14B (an exception which is not relevant to the instant application), and that fences or walls with a height in excess of 6 ft. shall conform to the requirements set forth for buildings (as are set forth above for accessory buildings).

3. The evidence presented by the applicant substantiated the fact that a variance for less than the required front yard for the pool and deck; a variance for more than the allowable fence height for a fence which projects into the front yard and is set back less than 10 ft. from any lot line; a variance for a pool located in a required front yard and closer than 10 ft. to any property line; a variance for an accessory building (which includes a pool, deck and fence in front yard over 4 ft. high) set back less than 10 ft. from any lot line; and a variance for an accessory building (which again includes the pool, deck and fence in front yard over 4 ft. high) which projects nearer to the street on which the principal building fronts than such principal building, all contrary to Sections 48-14A(1)(b), 48-14A(4), 48-14C(1)(c)[1] and (d) and 48-21G(1), would be required in order to allow the existing pool, deck and fence to remain at his residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that applicant was erroneously told that there were no town requirements applicable to his construction of a pool, deck and fence and he stated that he was unaware that any permits were required for the installation of the pool, deck and fence back in 1985. When applicant applied to the bank for refinancing recently, he found out that the contractor never applied for a building permit to construct the pool and there were no certificates of compliance for any of the other structures.

5. The applicant is now applying for a 26 ft. front yard variance, a 3 ft. 6 in. fence height variance and variances from Sections 48-14A(1)(b), 48-14A(4), 48-14C(1)(c)[1] and (d) of the Supplementary Yard Regulations and Section 48-21G(1) of the Supplementary Use Regulations in order to obtain certificates of compliance on all structures to permit existing structures to remain in their present location.

6. The applicant indicated that although he believed that he was locating his pool, deck and fence in his "rear" yard, it appears that the applicants lot fronts on a road which curves around his property. This creates a corner lot under Section 48-14B(2) and front yards are required on both street frontages.

7. The evidence presented by the applicant also indicated that the pool and deck were located in their present position because that was the only practical place for them on the lot. The lot is steeply sloped and the area selected for the pool and deck was in what applicant believed was his "rear" yard on a portion of the lot which was less steeply sloped. The deck which

surrounds the pool could have been located in a manner which would have required a smaller variance but that would have required the removal of a large, mature hemlock tree, which the applicant preferred to preserve. The deck could have been located in a manner which would have required a smaller variance but that would have required excavation of the lot and this was deemed to be too expensive and impractical by applicant. The fence which surrounds the pool and deck reaches to its present height because of the contour of the land and the resulting height of the pool and deck above the slope at the end.

8. Consequently the applicant seeks a 26 ft. front yard variance to maintain his pool, deck and fence 9 ft. from the property line; a 3 ft. 6 in. variance to maintain his fence at a height of 7 ft. 6 in. and the variances from the Supplementary Yard Regulations and the Supplementary Use Regulations noted above.

9. The evidence presented by the applicant indicated that the neighborhood surrounding the subject site is devoted exclusively to residential uses.

10. The applicant indicated that all of his neighbors have pools and decks (or a patio surrounding an in-ground pool).

11. The applicant further indicated that his pool, deck and fence are almost completely screened from view from the street by large, mature trees and shrubs which border the road.

12. Given these factors, it is the finding of this Board that the applicant's pool, deck and fence has not had, and will not have an adverse effect on property values in the neighborhood.

13. It is the finding of this Board that the proposed variances will not adversely impact the public health, safety and welfare.

14. The evidence presented by applicant substantiated the fact that the variances, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the structures will fit in well with the other residential dwellings adjacent thereto.

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

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

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

3. The requested variances are substantial in relation to the bulk regulations for front yard and maximum fence height. It

is the conclusion of this Board that the granting of the requested substantial variances are warranted here because the layout of the improvements on the property makes the present location for the pool, deck and fence the most suitable with the least adverse impacts on the neighborhood and the applicant.

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

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one due to his failure to apply for building permits before construction but he is now in the process of correcting this situation by the appropriate application to this Board.

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

7. It is the further finding of this Board that the requested area variances are the minimum variances 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.

8. 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 26 ft. front yard variance, 3 ft. 6 in. fence height variance and variances from Sections 48-14A(1)(b), 48-14A(4), 48-14C(1)(c)[1] and (d) of the Supplementary Yard Regulations and from Section 48-21G(1) of the Supplementary Use Regulations for an existing pool, deck and fence at the above location in an R-4 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 25, 1993.

  
Chairman



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

(914) 563-4630

*Greene*  
*Rec'd 10/29/93*

Date: October 25, 1993  
FAX: 914-563-4693

RE: ZONING BOARD OF APPEALS - APPLICATION # 93-22

Dear ZBA Applicant:

After computation of the consulting fees that were posted with your application before the Zoning Board of Appeals, the Board found that there are additional fees due and owing in the amount of \$ 141.50. (A copy of the computation list is attached).

In order to obtain a copy of your formal decision, this amount will have to be paid immediately.

Please forward a check in the above amount and I will be happy to furnish an executed copy of the formal decision.

*10/22/93*  
*ck # 1198*

Very truly yours,

PATRICIA A. BARNHART, Secretary  
Zoning Board of Appeals

/pab

Attachment

(ZBA DISK#7-031292.FEE)

Date 7/19/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Francis Roth, 172 Moores Hill Rd DR.  
New Windsor Ny 12553

DATE		CLAIMED	ALLOWED
7/12/93	Zoning Board Meeting-	75.00	
	Misc 2		
	Kreva - 6		
	Fairbanks - 4		
	Rigoli - 6		
	Kresovic - 4		
	Mugnano - 1		
	Tolotta - 8		
	<del>Coreene - 6</del> 36.00.	<del>11.66</del> 50	
	37 pp	241.50	

GREENE, JAMES

MR. NUGENT: Request for 26 ft. front yard variance, 3 ft. 6 in. fence height variance and variances from Sections 48-14A(1)(b), 48-14A(4), 48-G(1) and 48-14C(1) at 1 Oak Ridge Drive in an R-4 zone.

Mr. James Greene appeared before the board for this proposal.

MR. GREENE: I drove 62 miles from boy scout camp, I have 22 boys, this is the only clothes that I can wear.

MR. LUCIA: In looking over this file, I think I may have represented you at the time you bought this property. I didn't realize that at the preliminary. I assume that doesn't pose any conflict for you?

MR. GREENE: I don't have a problem.

MR. LUCIA: Thank you for supplying the copy of your deed and title policy. They refer to certain covenants and restrictions of record affecting the property, do you know anything effecting the title to your property which would prevent you from maintaining the structures concerning which you applying for a variance for?

MR. GREENE: No, especially since the house was financed in 1987 and nothing came up then I don't believe that that changes over time.

MR. LUCIA: If you would just since this is a public hearing for the benefit of the public lay out on the record if you would the grounds for the variance and why it is you're seeking a variance?

MR. GREENE: Basically I think I've submitted in writing.

MR. LUCIA: Just need it on the record. Why don't you just tell us why you located the pool where you did and why the fencing is the way it is?

MR. GREENE: Basically, I disagreed with the Town on what my front yard is. My front door and my living

room entrance to my house is my front yard. But I understand about the less than 135 degrees so it becomes a corner lot which I wasn't aware of when I bought the house. So the most logical place to put it was on the side near the back entrance to the house. Most people don't generally put pools in their front yard anyway so that was the reason for selecting that location. And it was the area that had more sun. If I put it in the back under one of the huge trees, I have 130 foot hemlock which provides an awful lot of good shade on warm summer days. That was my reason for locating it.

MR. TORLEY: You felt that was the only practical place to put it on the lot?

MR. GREENE: Yes.

MR. LUCIA: And the height of the fence is due to the contour of the land?

MR. GREENE: It is a combination of safety to make sure that nobody can get on the deck and most decks it would look nice if they were level because of the contour and safety factor so that people can't get into the pool area unless you come through our house or chain link fence which is shown on the property on the survey, it comes out to 7 1/2 feet.

MR. LUCIA: Some of this is shielded from public view by shrubbery.

MR. GREENE: Yes, I have pictures, there's quite a few trees. One of the reasons I selected the house I had an option to get out of buying it, I think if you remember you were the one that informed me, anyway, as you can see it's fairly well secluded, this is a shot directly from the street. This is actually standing in the driveway on my property though. This is standing on Oak Ridge Drive looking directly in and that would be in a basically a southerly direction. This would be from a northwesterly direction up from the corner towards Veronica and Oak Ridge and I've included this because this is what my wife still thinks is the front of our house.

MR. LUCIA: If you don't mind speaking to those five factors, if you want to read or summarize them that is up to you. First is whether you feel an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties created by the variance?

MR. GREENE: I don't, and I don't think too many other people feel that way either. Basically, especially the immediate neighbors, my deck preceded all of my neighbors, okay. Once you go out maybe 300 feet or so then there are people that owned homes in the area prior to the deck going up.

MR. LUCIA: Character of the neighbor is residential?

MR. GREENE: Definitely residential.

MR. LUCIA: Many of your neighbors have decks and pools?

MR. GREENE: They all have pools. One is inground, so it doesn't have a deck just cement foundation around it but the other neighbors have decks and pools.

MR. LUCIA: And is the benefit which you seek here achievable by some other method feasible for you to pursue other than an area variance? Is there any way to maintain the structures by not getting a variance?

MR. GREENE: Not being a legal entity, I don't believe so.

MR. LUCIA: Any other location on the property which these improvements could have been located that would have been required smaller variance or no variance at all?

MR. GREENE: I would say that in all honesty, a scout is honest, it would be possible to rearrange the deck you know in the long dimension and put it up towards the hill. The problem is that I think the fence it would kind of look kind of funny because the actual slope of the land is going downhill, this is 94 down

here, and the lane actually has a pretty good slope to it at that point and I really, I would have an above-ground pool that would be less than this above the ground.

MR. TORLEY: It would be an economic hardship?

MR. GREENE: Yeah, I don't remember how much it was an inch for them to dig but it didn't, it wasn't, first of all, wasn't economical and secondly, I don't know that well, actually, no it would have been a big hardship, there's an enormous spruce tree which you have seen in one of the photos which sits actually probably about six or seven feet off the deck so if I did turn the deck, I would have had to take down that tree.

MR. HOGAN: Just for the record, when was the deck built?

MR. GREENE: The deck was, it was started June 18 and it was finished I think it was August 5 of 1985, both dates are 1985.

MR. LUCIA: You believe that the requested area variance is small, that is in terms of numbers judged against the standard, you're required to have front yard of 35 feet and providing front yard of 9 feet, I guess that is pretty substantial in looking for a 26 foot variance but this is a technically a front yard although you say it's not really the front yard, you traditionally consider.

MR. GREENE: Most people don't drive their garage into the front door, this is the garage right here.

MR. LUCIA: And the contouring of the land is trees and shrubbery ameliorate the impact of this on your neighbors?

MR. GREENE: Yeah, I think that as a matter of fact many people have driven by and never knew there was a pool there cause it almost looks like a fence from one side there's no way to see unless you come through the trees actually see that there's water in the pool.

MR. LUCIA: And would the proposed variance have an adverse effect or impact on physical or environmental conditions in the neighborhood?

MR. GREENE: I don't believe so. We don't discharge any water. We only add water lately but I use the standard chemicals that are required and don so by reputable businesses in the area upon their recommendation.

MR. LUCIA: Was this difficulty self-created?

MR. GREENE: Yes, I went to refinance my house which I'm not sure is going to be worth it yet.

MR. LUCIA: But you really didn't have an option in locating?

MR. GREENE: I don't believe that there was any option.

MR. LUCIA: And you're now doing what you have to to rectify the situation?

MR. GREENE: Yes, I am. Would you like to keep the pictures?

MR. LUCIA: At least some of them.

MR. GREENE: The electrical work on the deck has already been inspected.

MR. NUGENT: Any other questions by the board? I'll accept a motion.

MR. LUCIA: Just mention there's no public here.

MR. NUGENT: Close the public hearing.

MR. TORLEY: I move we grant the requested variances.

MR. LANGANKE: Second it.

ROLL CALL

MR. NUGENT                      AYE

July 12, 1993

36

MR. HOGAN  
MR. LANGANKE  
MR. TORLEY

AYE  
AYE  
AYE

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 93-22

Date: 6/14/93

I. ✓ Applicant Information:

- (a) JAMES R. GREENE, 1 OAKRIDGE DR. N.W. NY 562-8794  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance  Sign Variance
- Area Variance  Interpretation

III. ✓ Property Information:

- (a) R4 1 OAKRIDGE DR. 16 2 1 .43 ACRE  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 1980
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No  
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: ~~YES - I HAVE A BUILDING PERMIT FOR A STORE HOUSE FOR STORE LAWN FURNITURE~~  
N/A

IV. Use Variance. N/A

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

(b) <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.

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✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of USE/BULK REGULATIONS Regs., Col. E.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. <u>35ft</u>	<u>9ft</u>	<u>26ft</u>
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

SEE ATTACHED

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- V (b)(1) The benefit for me is that I will not have to remove my deck and pool. A secondary benefit is that I will be able to obtain refinancing on my house. Since the deck and pool are well maintained, I feel that they represent no hazard to the health, safety, and welfare of my neighborhood or my community. Since the pool/deck pre-dates many of my neighbors, it is my feeling that if they felt strongly about its effect on the neighborhood they would not have decided to purchase their houses in this neighborhood. (The pool/deck was completed July, 1985.)
- (b)(2) When the pool was installed, in 1985, it was placed where the natural surroundings (trees) provided privacy for me and preserved the natural setting of Oakridge Drive. I now realize that what I considered to be the front of my house is considered the side. If I had installed the pool in what I refer to as my front yard, I certainly would understand my neighbors and the town complaining. Almost eight years later I still believe I made the right decision. The deck nearest the street, was intentionally made just large enough to walk around for maintenance and cleaning. I feel justified in stating that the pool/deck were placed properly for both my convenience my neighborhoods appearance.
- (b)(3) In light of the fact that I have made every effort to minimize the size of the deck near the road, and use the natural beauty of existing trees to conceal the deck to preserve the neighborhoods appearance I feel that the request for an area variance has merit.
- (b)(4) I believe that there is no adverse impact or effect on my community either physical or environmental. My belief is based on the fact that the structures are well maintained, as well as the aesthetic appearance of the property.
- (b)(5) When the pool/deck was installed I was informed that I was not in violation of any zoning regulations. Had this issue had occurred when I refinanced my house in 1987, I would have resolved the issue at that time.

I believe the Zoning Board of Appeals should grant this area variance because the pool/deck are a source of enjoyment for my family and in no way imposes on my neighbors, or the Town of New Windsor of which I have been a resident for over 13 years.

(You may attach additional paperwork if more space is needed)

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	_____	_____	_____

(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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

VII. Interpretation. *N/A*

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

✓ VIII. Additional comments:

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

*PLEASE SEE ATTACHMENT FOR V (b)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

✓ IX. Attachments required:

- Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- Copy of tax map showing adjacent properties.

- N/A 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.
- N/A Copy(ies) of sign(s) with dimensions and location.
- ✓ Two (2) checks, one in the amount of \$ 250.00 and the second check in the amount of \$ 50.00, each payable to the TOWN OF NEW WINDSOR.
- ✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: June 16, 1993.

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.

James R. [Signature]  
 (Applicant)

Sworn to before me this

16th day of June, 1993.  
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.



# 1 ZBA  
6-14-93  
SETUP FOR PH  
# 98-22

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MAY 17, 1993

APPLICANT: JAMES AND JANET GREENE  
1 OAKRIDGE DRIVE  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MAY 16, 1993  
FOR (BUILDING PERMIT): OF EXISTING 4FT. ABOVE GROUND POOL.  
LOCATED AT: 1 OAKRIDGE DRIVE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 16 BLOCK 2 LOT 1  
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. EXISTING 4FT. ABOVE GROUND POOL/DECK IS IN REQUIRED FRONT YARD
2. IS CLOSER THAN 10FT. TO PROPERTY LINE. (THIS A CORNER LOT.)

*Ronald Ait*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-21 (1)	

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MAY 17, 1993

APPLICANT: JAMES AND JANET GREENE  
1 OAKRIDGE DRIVE  
NEW WINDSOR, N.Y. 12553

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*Donald J. ...*  
BUILDING INSPECTOR

\*\*\*\*\*

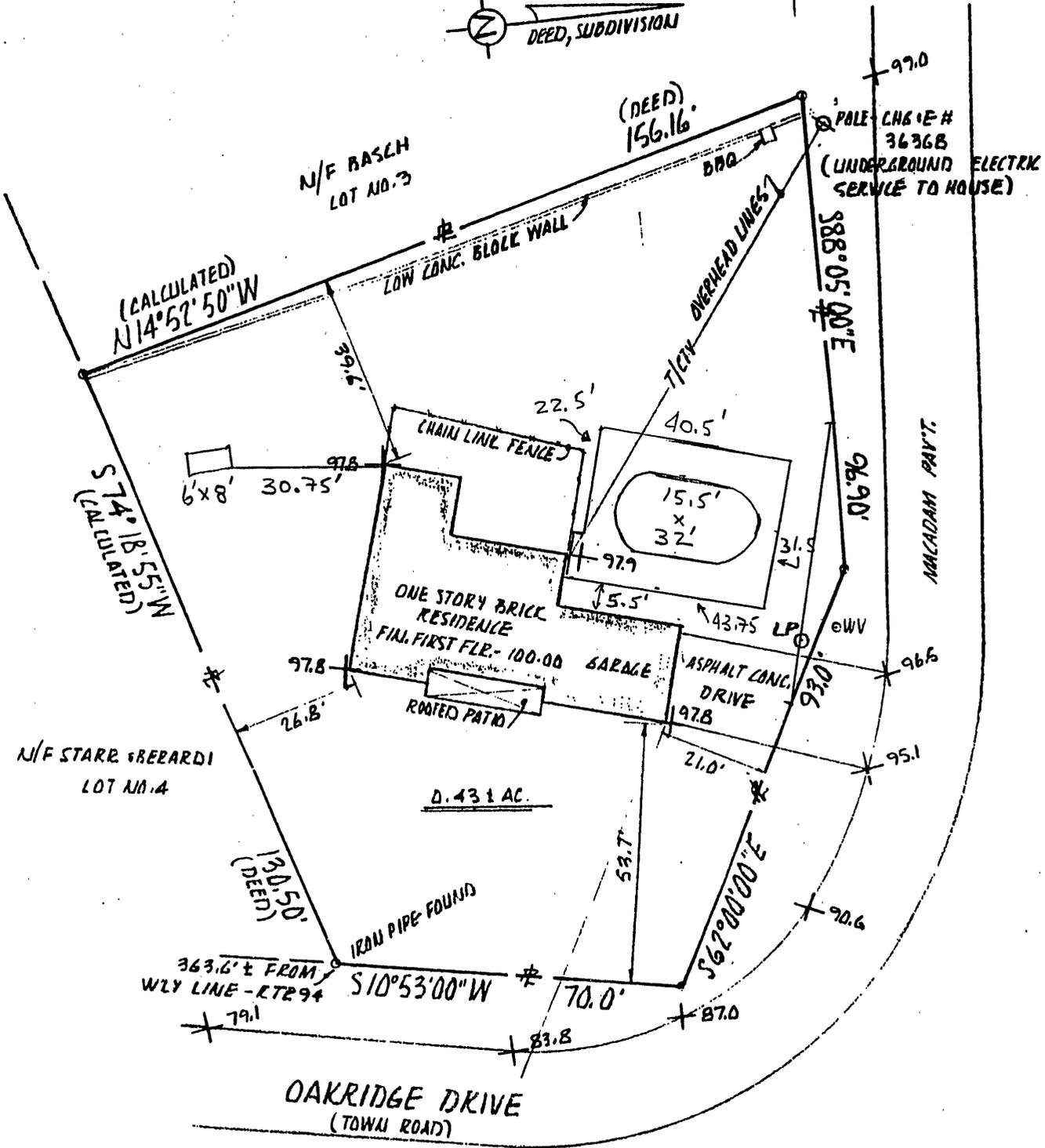
REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-21 (1)	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD	35FT.	9FT.. 26FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT 914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

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

ALSO  
48-14 - A-1-(B)  
48-14 - A(4)  
48-14 - G(1)  
48-14 - C-1

FENCE      REQ      PROPOSED      VARIANCE REQUEST  
4'      7'6"      3'6"



(CALCULATED)  
N14°52'50"W

S74°18'55"W  
(CALCULATED)

N/F RASCH  
LOT NO. 3

(DEED)  
156.16'

POLE LINE #  
36368  
(UNDERGROUND ELECTRIC  
SERVICE TO HOUSE)

LOW CONC. BLOCK WALL

890

S88°05'00"E

CHAIN LINK FENCE

TICOM OVERHEAD LINES

MACADAM PAV'T.

6'x8'

22.5'

15.5'  
x  
32'

30.75'

40.5'

31.5'

96.90'

ONE STORY BRICK  
RESIDENCE  
FIN. FIRST FLR. - 100.00

GARAGE

ASPHALT CONC.  
DRIVE

ROOTED PATIO

197.8

N/F STARR & BERARDI  
LOT NO. 4

97.8

26.8'

0.431 AC.

21.0'

93.0'

96.6'

95.1'

S105°0'  
(DEED)

IRON PIPE FOUND

59.7'

S62°00'00"E

363.6' ± FROM  
WLY LINE - RT294

S10°53'00"W

90.6'

79.1

70.0'

87.0

83.8

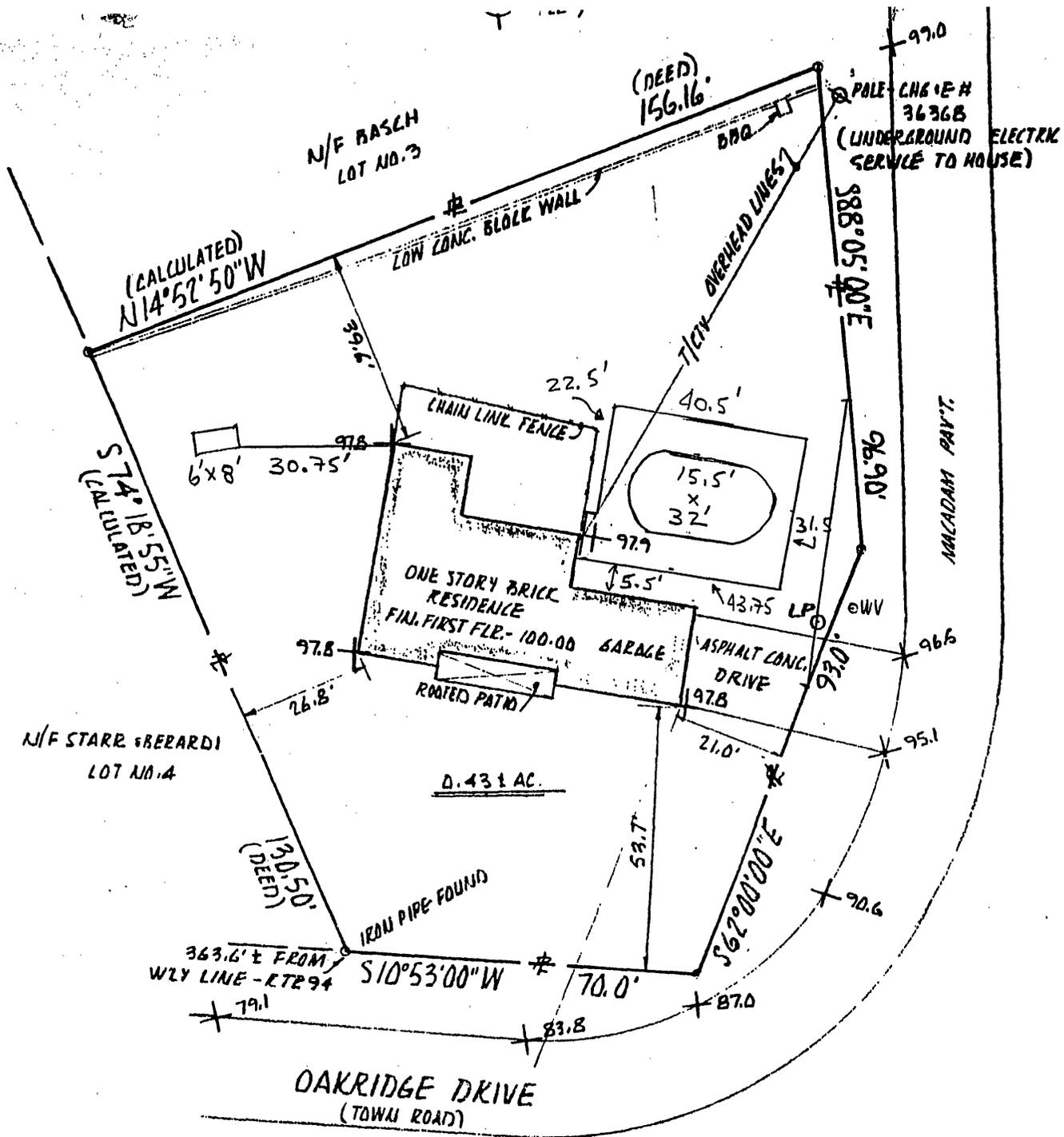
OAKRIDGE DRIVE  
(TOWN ROAD)



SHED IS 6' x 8'  
POOL IS 15.5' x 32.5'  
DECK IS 40.5' x 31.5 + 3' x 9'

GREENE  
1 OAKRIDGE DR.  
SECTION 16  
BLOCK 2  
LOT 1





SHED IS 6' x 8'  
 POOL IS 15.5' x 32.5'  
 DECK IS 40.5' x 31.5' + 3' x 9'

GREENE  
 1 OAKRIDGE DR.  
 SECTION 16  
 BLOCK 2  
 LOT 1

DECK IS 1302.75 SQ. FT.  
 POOL IS 503.75 SQ. FT.  
 DECK AREA = 799 ≈ 800 SQ. FT.



Date 6/30/93, 19.....

**TOWN OF NEW WINDSOR**

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 172 Moores Hill Rd DR.

New Windsor NY 12553

DATE		CLAIMED	ALLOWED
6/14/93	New Windsor Zoning Board	75 00	
	Misc. 1		
	Jones - 11		
	Toyota - 10		
	Greene - 9 40.50.		
	Berry - 4		
	Leidy - 4		
	La Casa D'oro, Inc - 7		
	DeDominicis - 2	216 00	
	<del>488 00</del>		
		291 00	
		- 46 00	per 5/24
		245 00	

GREENE, JAMES

MR. NUGENT: Request for 26 Ft. front yard variance for existing above-ground pool, Section 48-21(1), located at 1 Oakridge Drive in an R-4 zone.R

Mr. James Greene appeared before the board for this proposal.

MR. GREENE: I don't know if any of you have copies. I think front yard is a matter of opinion. We discussed this once before. It's a shame they decided to curve the road. Very simply, when I put the pool in, I put the deck up around it, I was told that there wasn't any kind of requirements for it so I just put it up, it pre-dates all my neighbors. They have all since changed hands since I put it it up in 1985 it was completed in July of '85. Actually, I wouldn't have been made aware of it if the finance company or the mortgage company told me that I had to get a variance for it.

MR. LUCIA: We hear that a lot.

MR. GREENE: Well, they didn't in '87, that is the funny part.

MR. NUGENT: You're right on the corner where it makes that big sweep?

MR. GREENE: I'm the guy that losses part of his real front yard as the trucks take more and more away. I have some pictures of it. I don't know if you want to see it now. What you're looking at is you're standing over here, almost in the middle of the road looking up towards the corner of the garage. There's the deck and then all along this road frontage even right up here are a bunch of hews when you go up about 20 feet they go right up to the wire, Central Hudson keeps them clean. This is a view if you are looking from directly in the road looking straight in, you can see there's the deck, there's a piece of the house by the garage, I'm trying to circle it for you. This is up the road a little bit further, you can see it's almost totally obscured, this is it back here. Here's a picture of my

front yard, my front yard over here, I'm standing right down here on the road. There's a little bit of sun coming over the top.

MR. NUGENT: What do you consider to be his front yard, it's all on Oak Ridge Drive?

MR. GREENE: Actually, I'm the only person that has 180 degrees of the front yard.

MR. BABCOCK: If he is here for one, he might as well get the other one. Then there's no problem, nobody can question whether he's a corner lot or not. In my opinion, he's a corner lot and I think that it is, could be stretched to say it's not a corner lot.

MR. NUGENT: I thought my own definition of a corner lot it's two intersecting roads, he doesn't have intersecting roads.

MR. LUCIA: There's a definition in the code, it goes by the included angle just from eyeballing it, he would be considered a corner lot.

MR. TORLEY: Anything less than 135?

MR. LUCIA: Something like that, yeah.

MR. GREENE: That is 90 degrees goes down, bends slightly.

MR. LUCIA: Do you know the age of the house?

MR. GREENE: Yes, the house was constructed in 1952.

MR. LUCIA: Because the house, it's looks like it's less than 35 feet from one of those front yards but if it pre-exists, you're okay.

MR. GREENE: It may be.

MR. LUCIA: The other question I would have is are you confident of that 9 foot measurement to the deck from the property line?

MR. GREENE: That is in your benefit, it's more than 9 feet, I was, I rounded things up because I didn't want anybody to come out and measure and say see, you're off by three inches or something.

MR. LUCIA: As long as it gives you a comfortable margin of error, the board is happy with it again.

MR. GREENE: If the surveyor and I have an original or signed copy of the survey which is my last one, I don't want to leave it but everything is a photocopy of it, I've used the reference points of the house you know which really is the garage and this is the garage over here and the deck actually is in here, I've used that as reference points because I didn't want to trust, you know, drawing angles out and coming up with errors so I have worked from the house, the deck doesn't really touch the house, it clears by about an inch and a half.

MR. LUCIA: Other thing you might want to doublecheck on the measurements, it's designed for corner lots to avoid obstructing vision for traffic and if you form out a triangle from the corner pointing with legs of 30 feet each.

MR. GREENE: Whole street is in violation of the Town's law then because what's here is a row of hews, they go right up to the wire, Central Hudson keeps them cut. The problem is when you're coming down the hill at 80 miles an hour which is I think the speed limit, Mrs. Fiedelholz is getting a letter from my son who is going to be an Eagle Scout, they come flying down the hill and I hear a lot of brake noise. it's not so much the trees, I don't think, because what I did was they used to come out actually towards the road and I cut them back because I felt it was a hazard and you know I trimmed them back actually if I didn't you would have never seen the deck.

MR. LUCIA: My concern is not so much for what's in the street line but anything on your property they can go from that corner point and go 30 feet in each direction and form the triangle there should be nothing man made in there, corner point of your street, your pool and deck are over here, go 30 feet each way from that

corner point and form a triangle, two, 30 foot legs there should be no man made structure in there higher than 30 inches and I think you're probably going to clear but while you're here, you might just want to doublecheck those measurements again.

MR. GREEN: Trees were there before I bought the property. Well, the trees are just a little bit beyond the pole and they kind of go up parallel to the street.

MR. TORLEY: If the trees are the primary structure what the heck does it matter what's beyond the trees?

MR. LUCIA: Let him argue that as a mitigating factor. I'm raising it not to block him but to get everything on the record if he's got a problem, let him apply for the variance he needs. The reason I raise it is for your protection, just check the measurements if it is a problem, add it. If it is an additional line item you're looking for a variance from this board.

MR. GREENE: I need to have 30 feet.

MR. LUCIA: Just measure out 30 feet from that corner point along the road and then form a triangle with the two, 30 foot legs.

MR. GREENE: So the 70 foot dimensions are parallel to the road?

MR. BABCOCK: Right along long the property line from here up to 30 feet and down here 30 feet.

MR. LUCIA: As long as you're clear, your deck and pool are clear, you're okay. If they are not clear, then we probably should add it as a line item in your variance.

MR. LANGANKE: Is that center point of the road?

MR. LUCIA: From the corner of the intersection corner right on the property line.

MR. TANNER: Where do you call the intersection corner?

MR. LUCIA: Pick the point of the road that is closest

to the pool. We're bound to look at any intersection of course he really has a multi-cornered lot.

MR. NUGENT: Are you saying that this is the point of his property line?

MR. BABCOCK: I just did that.

MR. LUCIA: What the building inspector did assuming that the photocopy of the scale is approximately equal to what's shown on there, it looks like you clear but for your own protection, you may want to measure it out, it's not a big deal adding to it. Also inherent in your variance application are a couple sections of the law, nothing different than what the board is seeing but it involves section 48-14 A1 B that provides that an accessory building which would include both the pool and deck shall be set back ten feet from any lot. 4814 A 4 provides that no accessory building shall project nearer to the street than the principal building on which the principal building fronts and 48-14 G 1 which provides that the pool shall not be located within any required front yard so those are all inherent in what it is you're asking for. Do you know how high the fence is around the pool?

MR. GREENE: It's level and it varies because the certain slopes it gets the terrain is lower as you approach the roadway, it's rolled off, near the road. Which point are you interested in?

MR. LUCIA: Is any part of it over 6 feet high?

MR. GREENE: Yes.

MR. LUCIA: Is the 6 foot high portion closer than ten feet to the road as shown on the map?

MR. GREENE: Yes, the highest portions to the road.

MR. LUCIA: You need a variance from Section 48-14 C 1D which says that a fence should conform to building requirements because it doesn't meet the ten foot setback so that covers everything that you need.

MR. TORLEY: This may sound like a lot but it's really not.

MR. BABCOCK: What was the first one, Dan?

MR. LUCIA: 4814 A 1 B.

MR. LUCIA: It doesn't change what you're applying for, it just needs to have all the I's dotted and T's crossed.

MR. GREENE: When will I find out what 4814 A C, the rest of it all pertains to?

MR. LUCIA: You can give me a call or give Pat a call and we'll give you a copy of the ordinance.

MR. TORLEY: I think at attorney has covered what you need to beyond the setback and others are for our internal use, write down what variance number you're asking for you know what you have got.

MR. LUCIA: You're still asking for the basic thing but it involves variances from a number of sections.

MR. GREENE: I need to make sure what if we have a public hearing that I come with the right information.

MR. LUCIA: That is fine.

MR. LANGANKE: Shouldn't he check the height of the fence, might not even need it.

MR. GREENE: I do, if 6 feet is the right number, I do.

MR. BABCOCK: I think 4 feet is the right number in the front yard is that the same section.

MR. LUCIA: I think that was the one that was amended.

MR. BABCOCK: You can put a 6 foot fence anywhere on the property line except closer to the street than the principal building so this is closer to the street than the principal building so it's got to be a 4 foot fence.

MR. LANGANKE: And you know it's 6 foot.

MR. GREENE: It's probably closer to about 7 and a half to the top of the railing.

MR. LUCIA: Right, okay.

MR. TORLEY: I'm glad to see you've got a good high fence around your pool.

MR. GREENE: I was told it was a rule.

MR. LUCIA: Do we want to cite a specific number to allow you a fence of X feet high where a fence only Y feet high is permitted?

MR. GREENE: If it is four or five, six feet, I'm still in violation.

MR. LUCIA: Do you want to check the measurement of the fence within ten feet of the road?

MR. GREENE: It's difficult because at one point, it's probably only maybe five feet.

MR. BABCOCK: It should be the highest point you're allowed a 4 foot is your highest point.

MR. GREENE: It's probably 7 and a half feet with the top of the railing.

MR. TORLEY: Round it up to make sure you're covered.

MR. GREENE: I do have a pole which I use to illuminate the deck that stands up probably about another five feet so I'll tell you what I will do, I'll take that down and move it to the other side of the deck because that is probably another 5 feet up.

MR. BABCOCK: No, the fence itself.

MR. GREENE: Are you sure the pole is not going to matter?

MR. LUCIA: Not to me.

MR. TORLEY: Would you like a motion?

MR. NUGENT: Yes, I would, if there are no further questions.

MR. TORLEY: I move that we set the gentleman up for a public hearing.

MR. TANNER: Second it.

ROLL CALL

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

MR. LUCIA: More important actually let me give you copy of Section 267B of the Town Law, just put an arrow in the margin. There are 5 specific factors you have to speak to for any area variance so when you come back to the public hearing, if you would be prepared to speak to those 5 issues that are listed there. To grant you the area variance, this board needs to engage in a balancing test to weigh the benefit to you if the variance is granted against the detriment to the health, safety and welfare of the community by granting that variance and letting you do something other than what the zoning ordinance permits and those five factors address that issue. So if you can speak to those, I'd appreciate it. I'd like to see a copy of your deed and title policy when you come back. Complete the application, return it to Pat along with two checks, one for \$50 application fee and \$250 deposit against Town consultant review fees.

MR. GREENE: I've left a check for \$25.00 with the assessors office to make a list of the people.

MR. LUCIA: Different set of fees, you need to pay.

MR. BABCOCK: You're going to call me with the highest

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

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

James Greene,

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#93-22.  
-----X

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

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

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

On June 18, 1993, I compared the 45 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
21<sup>st</sup> day of June, 1993.

Deborah Green  
Notary Public

**DEBORAH GREEN**  
**Notary Public, State of New York**  
**Qualified in Orange County**  
**# 4984065**  
**Commission Expires July 15, 1995**

*P.S. 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. 22

Request of JAMES R. GREENE

for a VARIANCE of

the regulations of the Zoning Local Law to

permit EXISTING POOL + DECK w/

insufficient front yard;

being a VARIANCE of

Section 48-216, 48-14A(1)(b), 48-14A(4), 48-14G(1), 48-14C(1)

for property situated as follows:

1 OAKRIDGE DRIVE, NEW WINDSOR, NY

ALSO KNOWN AS: SECTION 16, BLOCK 2

LOT 1

SAID HEARING will take place on the 12<sup>th</sup> day of July, 1993, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

James Nugent  
Chairman

By: Patricia A. Barnhart,  
Secy.

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 5-14-93

APPLICANT: JAMES + JANET GREENE  
1 OAKRIDGE DR  
NEW WINDSOR NY 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 5-14-93

FOR (BUILDING PERMIT) 1 OF EXISTING 4' ABOVE GND POOL

LOCATED AT 1 OAKRIDGE DR

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 16 BLOCK: 2 LOT: 1

ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS: EXISTING 4' ABOVE

GROUND: POOL IS IN REQUIRED FRONT YARD ALSO

IS CLOSER ~~THAN~~ THAN 10' TO PROPERTY LINE

THIS IS A CORNER LOT

Andrew J. Jiri  
BUILDING INSPECTOR

\*\*\*\*\*

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE <u>48-21 (1)</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD <u>35</u>	<u>9</u>	<u>26'</u>

NEW WINDSOR VIC  
New Windsor NY 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 5-14-93  
FOR (BUILDING PERMIT) 1 OF EXISTING 4' ABOVE GND POOL  
LOCATED AT 1 CARRIDGE DR

ZONE R-4  
DESCRIPTION OF EXISTING SITE: SEC: 16 BLOCK: 2 LOT: 1  
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS: EXISTING 4' ABOVE  
GROUND POOL IS IN REQUIRED FRONT YARD ALSO  
IS CLOSER ~~THAN~~ THAN 10' TO PROPERTY LINE  
THIS IS A CORNER LOT

Frank Jim  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>48-21 (1)</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD	<u>35</u>	<u>26'</u>
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
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

**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..... JAMES R. B + JANOT GREENE  
Address..... 1 OAKRIDGE DR Phone..... 562-8794  
Name of Architect.....  
Address..... Phone.....  
Name of Contractor.....  
Address..... Phone.....  
State whether applicant is owner, lessee, agent, architect, engineer or builder..... OWNER  
If applicant is a corporation, signature of duly authorized officer.

.....  
(Name and title of corporate officer)

1. On what street is property located? On the..... SOUTH..... side of..... OAKRIDGE DR.....  
(N.S.E. or W.)  
and..... 100..... feet from the intersection of..... UTRONIA + OAKRIDGE DR.....
2. Zone or use district in which premises are situated..... Is property a flood zone? Yes..... No.....

IF ANY 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).
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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 JAMES R. B + JANET GREENE  
Address 1 OAKRIDGE DR Phone 562-8794  
Name of Architect .....  
Address ..... Phone .....  
Name of Contractor .....  
Address ..... Phone .....  
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER  
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the SOUTH side of OAKRIDGE DR  
(N.S.E. or W.)  
and ~ 100 feet from the intersection of UCRONIA + OAKRIDGE DR
2. Zone or use district in which premises are situated ..... Is property a flood zone? Yes.....No.....
3. Tax Map description of property: Section 16 Block 2 Lot 1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
a. Existing use and occupancy..... b. Intended use and occupancy.....
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....  
Removal..... Demolition..... Other EXISTING WOOD DECK 823 SQ. FT.
6. Size of lot: Front Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....  
Is this a corner lot? .....
7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units 1..... Number of dwelling units on each floor.....  
Number of bedrooms 3 Baths 1 Toilets 2  
Heating Plant: Gas..... Oil X Electric/Hot Air..... Hot Water X  
If Garage, number of cars 2.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use .....
10. Estimated cost..... Fee \$ 290.00 =  
(to be paid on this application)
11. School District .....

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.

(914) 294-6909  
5085  
6459  
343-6678



# Hardenburgh Abstract Company of Orange County, Inc.

12 SCOTCHTOWN AVENUE, GOSHEN, N.Y. 10924

Policy Writing Agent for

## american title insurance company

NWD-852

### PRELIMINARY CERTIFICATE

NO. RD-33-15884

Application of	<u>Richard Cummings, Esquire</u>	owner's	\$ _____
	(Name of attorney or firm applying for insurance)	for lessee's	\$ _____
policy insuring	<u>Dutchess Bank &amp; Trust Company</u>	Refinanced	\$ <u>75,000.00</u>
	(Name of party to be insured)	Mortgages	

AMERICAN TITLE INSURANCE COMPANY certifies that the title to the premises described in Schedule A, subject to the encumbrances and defects noted in Schedule B, is insurable at this date on a valid conveyance, lease or mortgage by \_\_\_\_\_

James R. Greene

who acquired title by deed from Laura W. Ostner  
dated 2/15/80 and recorded 2/20/80 in Liber 2157 at page 1045

### SCHEDULE A

All that certain tract of land lying and being in the County of Orange, Town of New Windsor, State of New York, being more particularly described as follows:

See Schedule "A" attached.

### SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges

See Tax Search attached.



SCHEDULE B (continued)

3. Zoning Restrictions or Ordinances Imposed by any Governmental Body.
4. Restrictive Covenants, Easements, Agreements, and Consents, Including Set-Back Established by Filed or Recorded Map. Covenants and Restrictions in Liber 957 Cp. 72. Grant in Liber 957 Cp. 56.
5. Survey Survey made by Elias D. Grevas L. S. dated January 23, 1980 shows premises improved with one story brick dwelling, retaining wall varies with westerly property line and utility service to dwelling. Personal Inspection made by Hardenburgh Abstract Company on 1/11/87 finding no further variation from date of survey.
6. Judgments, Bankruptcies, Corporate Franchise Taxes and other State or Federal Liens. (set forth under section 7, if any.)
7. Other Encumbrances or Defects:

How Disposed of

- A. The Company does not insure that the buildings or other erections upon the premises herein, or their use, comply with Federal, State and Municipal Laws, regulations and ordinances.
- B. No title to personal property will be insured nor has any search for chattel mortgages been made.
- C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
- D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. 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.
- I. 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, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose.
- N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. Mortgage shown herein to be considered or disposed of.
- P. Certificate of Occupancy if any, to come.
- Q. Company insures one Oak Ridge Drive is maintained by Town of New Windsor.
- R. See attached.
- S. See attached.

NOTE: New York State Real Property Transfer Report for the State Board of Equalization and Assessment must accompany each deed for recording.

The undersigned certifies to AMERICAN TITLE INSURANCE COMPANY that in his (its) opinion this Preliminary Certificate correctly reflects the status of the title to the property described in Schedule A, such opinion being based upon an examination of an abstract prepared by HARDENBURGH ABSTRACT COMPANY

covering a period of at least sixty years (or from the date of certificate of prior insurance No. \_\_\_\_\_) of all public records affecting title to said real estate; that so far as is known to him (it) there is no dispute among attorneys of the local bar as to the validity of said title, nor has any question been raised or adverse claim asserted with respect thereto; and that the title is not dependent upon a sale for delin-

5. Survey Survey made by Elias D. Grevas L. S. dated January 23, 1980 shows premises improved with one story brick dwelling, retaining wall varies with westerly property line and utility service to dwelling. Personal Inspection made by Hardenburgh Abstract Company on 1/11/87 finding no further variation from date of survey.

6. Judgments, Bankruptcies, Corporate Franchise Taxes and other State or Federal Liens. (set forth under section 7, if any.)

7. Other Encumbrances or Defects:

How Disposed of

- A. The Company does not insure that the buildings or other erections upon the premises herein, or their use, comply with Federal, State and Municipal Laws, regulations and ordinances.
- B. No title to personal property will be insured nor has any search for chattel mortgages been made.
- C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
- D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. 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.
- I. 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, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose.
- N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. Mortgage shown herein to be considered or disposed of.
- P. Certificate of Occupancy if any, to come.
- Q. Company insures one Oak Ridge Drive is maintained by Town of New Windsor.
- R. See attached.
- S. See attached.

NOTE: New York State Real Property Transfer Report for the State Board of Equalization and Assessment must accompany each deed for recording.

The undersigned certifies to AMERICAN TITLE INSURANCE COMPANY that in his (its) opinion this Preliminary Certificate correctly reflects the status of the title to the property described in Schedule A, such opinion being based upon an examination of an abstract prepared by HARDENBURGH ABSTRACT COMPANY

covering a period of at least sixty years (or from the date of certificate of prior insurance No. \_\_\_\_\_) of all public records affecting title to said real estate; that so far as is known to him (it) there is no dispute among attorneys of the local bar as to the validity of said title, nor has any question been raised or adverse claim asserted with respect thereto; and that the title is not dependent upon a sale for delinquent taxes or assessments.

This title is certified down to the 31st day of December, 1986, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

JAMES V. RINALDI Agent, Approved by \_\_\_\_\_ am

NAME OF PARTY TO BE INSURED: Dutchess Bank & Trust Company

AMERICAN TITLE INSURANCE COMPANY insures, subject to the matters shown in Schedule B, against loss or damage in the amounts set forth which its insured may sustain by the failure of this Preliminary Certificate to reflect correctly the record title to the property described as of the above date and hour; such insurance to be null and void unless its title policy is issued within nine (9) months from date and the premium thereon paid. Upon the issuance of said policy, this Certificate shall be of no further force and effect and no liability for loss or damage will be assumed by the Company other than that arising under said policy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_

7. Other Encumbrances or Defects (Cont'd.):

- R. Company affirmatively insures that with the exception of providing utility service to the subject dwelling, that Grant in Liber 957 Cp. 56 does 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.
- S. Company affirmatively insures that Covenants and Restrictions in Liber 957 Cp. 72 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.

**SCHEDULE "A"**

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, Orange County, State of New York, known as Lot 2 on "Map of Subdivision of Lands of Veronica Lucas, which map was filed in the Orange County Clerks Office on April 25, 1945, as Map No. 1280, being more particularly bounded and described as follows:

BEGINNING at an iron pipe found on the westerly side of Oakridge Drive where the same is intersected by the dividing line between lots 2 and 4; RUNNING THENCE along said dividing line, South  $74^{\circ} 18' 55''$  West, 130.5 feet to the dividing line between lots 2 and 3; THENCE along said dividing line, North  $14^{\circ} 52' 50''$  West, 156.16 feet to the southerly side of Oakridge Drive; THENCE along the southerly and Westerly side of Oakridge Drive, the following:

1. South  $88^{\circ} 05' 00''$  East, 96.90 feet;
2. South  $62^{\circ} 00' 00''$  East, 93 feet;
3. South  $10^{\circ} 53' 00''$  West, 70 feet to the point of place of BEGINNING

TAX SEARCH

TOWN OF NEW WINDSOR  
COUNTY OF ORANGE  
SCHOOL DISTRICT 331100

1986 TAX ROLL

Assessed To: James Greene

Bounded: Map 16 Block 2 Lot 1  
190 x 70

Assessed Value: Land: \$ 9,200.00  
Full: \$35,000.00

1987 State and County Taxes \$1,158.43 - UNPAID.

Subject to 1986/87 School Taxes.

Subject to Sewer and Water owing, if any.

Policy will except all unpaid water rates and/or sewer  
rents or assessments in the absence of paid bills and  
receipts to be presented at closing.  
If the said premises are in an incorporated village,  
village tax receipt must be produced.  
Does not include assessments for any special district  
not a part of the state and county tax roll.

Company excepts any liability or damage  
due to the removal of premises from aged/  
agricultural/veterans/exemptions.

L 957 97 56 5/7/45

Form No. 409 2Nt. 5-41

56

EN 325 Book 35-1 Page 27

5-2063

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, and New York Telephone Co., a domestic Corporation having its principal office (residence) at 141 West St. N.Y.C., is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way, right of way, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the town of New Wadon, County of Orange, State of New York.

Said easement and line shall extend from the property line of present location on the property in a North Westerly direction to the property line of East and Howard Budney on the West.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, but not remove trees and other objects thereon so as to provide a clearance of 10 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND New York Telephone Co. shall reimburse the undersigned for any damage to his ~~her~~ ~~their~~ property caused solely by the said Corporations in repairing the line to be located by this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporation(s) respectively.

Signed, sealed and delivered, this 00th 24 day of June, 1945 Veronica Lucas (L. S.)

In the presence of: JP Page Residing at: M. D. 14 No. Street Orange N.Y.  
New Wadon Orange N.Y.  
Town, City or Village County State

\* Put in number, street and city, town or village. If no street number put "(no street number)" after name of street. (Over for Acknowledgment) † If no street number put "(none)".

**RETAKE  
OF  
PREVIOUS  
DOCUMENT**

L 95 7 90 56 5/7/45

Form No. 409 2N-5-41

56

EN 325 Book 35-1 Page 27

5-2063

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND New York Telephone Co., a domestic Corporation having its principal office (residence) at 141 West St. N.Y.C., is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the Town of New Wadsworth, County of Orange, State of New York.

Said easement and line shall extend from the property line of property located at North Westley in a West direction to the property line of Lot 7 and Howard Budney on the West

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 20 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only after such removal may be required.

Central Hudson Gas & Electric Corporation AND New York Telephone Co. shall reimburse the undersigned for any damage to his ~~his~~ ~~her~~ ~~its~~ property caused solely by the said Corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporation(s) respectively.

Signed, sealed and delivered, this Oct 24, 1944 at Veronica Lucas (L.S.)  
In the presence of: J.P. Hage Residing at: M.D. 14 No. Street Orange (L.S.)  
New Wadsworth Orange N.Y.  
Town, City or Village County State

\* Put in number, street and city, town or village. If no street number put "(no street number)" after name of street. (Over for Acknowledgment) † If no street number put "(none)".

L957 of 72 5/7/45

# This Indenture,

Made the 26<sup>th</sup> day of April, 1945  
hundred and forty-five

Between VERONICA LUCAS of Quassaick Avenue, No. D. 14, New Windsor, Orange County, N. Y. (no street number)

party of the first part, and

JAMES VINCENT CUNNINGHAM of 220 Fullerton Avenue, Newburgh, N. Y.  
and MILDRED A. CUNNINGHAM of 220 Fullerton Avenue, Newburgh, N. Y.  
husband and wife as tenants by the entirety

parties of the second part:

Witnesseth, that the party of the first part, in consideration of  
TEN . . . . . (\$10.00) . . . . . Dollars,  
lawful money of the United States, and other good and valuable  
consideration paid by the parties of the second part,  
does hereby grant and release unto the parties of the second part,  
their heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying  
and being in the Town of New Windsor, County of Orange and State  
of New York and designated as lot No. 2 on a map of subdivision  
of lands of Veronica Lucas located in the Town of New Windsor,  
Orange County, N. Y. made by Theo. Jargstorff, L. S., dated  
October 1, 1944 and filed in the office of the Clerk of the  
County of Orange on April 25, 1945 and more particularly  
bounded and described as follows:

BEGINNING at a point in the westerly side of the existing drive-

12

# WILL GUARANTEE

Made the 26<sup>th</sup> day of April, nineteen hundred and forty-five

Between VERONICA LUCAS of Quassaick Avenue, No. 14, New Windsor, Orange County, N. Y. (no street number)

party of the first part, and

JAMES VINCENT CUNNINGHAM of 220 Fullerton Avenue, Newburgh, N. Y. and MILDRED A. CUNNINGHAM of 220 Fullerton Avenue, Newburgh, N. Y. husband and wife as tenants by the entirety

parties of the second part:

Witnesseth, that the party of the first part, in consideration of TEN . . . . . (\$10.00) . . . . . Dollars, lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York and designated as lot No. 2 on a map of subdivision of lands of Veronica Lucas located in the Town of New Windsor, Orange County, N. Y. made by THOS. JARGSTORFF, L. S., dated October 1, 1944 and filed in the office of the Clerk of the County of Orange on April 25, 1945 and more particularly bounded and described as follows:

BEGINNING at a point in the westerly side of the existing driveway 50 feet wide shown on said map, which point is distant along the southerly and westerly lines of said drive as it winds and turns 363.6 feet from the westerly side of Quassaick Avenue, and running thence along the westerly side of said drive north 10° 53' east for 70 feet to a point where said existing drive turns nearly at right angles to the west, thence still along the line

of said existing drive north 62° west for 93 feet to a point; thence still along said drive north 88° 51' west 96.9 feet to the northeasterly corner of lot No. 3 on said map; thence along the easterly line of said lot No. 3, 156.16 feet to a point in the northerly line of lot No. 4 on said map, and thence along the northerly line of said lot No. 4 for 130.50 feet to the point or place of beginning.

Together with a right of way in common with others for access to and from Quassaick Avenue to the above-described premises through and over the present roadway hereinbefore mentioned.

Subject to the following covenants and restrictions which shall run with the title to the land forever:

1. That said premises shall be used for residential purposes only and that no trade or business shall be carried on on said premises.

2. That no building shall be erected on said land within 20 feet of the front line thereof nor within 5 feet of the rear line thereof nor within 15 feet of the side lines thereof.

3. That no more than one one-family residence and private garage costing at least \$5000 to erect shall be erected or maintained upon any parcel of land 75 feet in front or less.

4. That no cattle, live stock or chickens shall ever be kept or maintained on said premises.





1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

45

June 16, 1993

James R. & Janet Greene  
1 Oakridge Dr.  
New Windsor, NY 12553

Re: Tax Map Parcel: 16-2-1

Dear Mr. Greene:

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 \$65.00, minus your deposit of \$25.00. Please remit the balance of \$40.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook (cd)*

Leslie Cook  
SOLE ASSESSOR

LC/cad  
Attachments  
cc: Pat Barnhart

Cherie, Wetzel L. & Kevin D. Boehm Irrevocable Trust  
c/o Howard Protter, Trustee  
PO Box 367  
Walden, NY 12586

Chernek, Joseph M. & Lynda  
130 Quassaick Ave.  
New Windsor, NY 12553

Hughley, Otis & Maria Diaz  
2 Oakridge Dr.  
New Windsor, NY 12553

Wilson, Donald L. & Sherlie L.  
17 Veronica Ave.  
New Windsor, NY 12553

Anzovino, III Peter & Patricia K.  
3 Oakridge Dr.  
New Windsor, NY 12553

Koury, Walter & Jeanne M.  
1 Lucas Dr.  
New Windsor, NY 12553

Stortecky, Helen L.  
3 Lucas Dr.  
New Windsor, NY 12553

Lease, Dominick Francis & Stella Agnes  
5 Lucas Dr.  
New Windsor, NY 12553

Markuson, Harvey J. & Mildred W.  
136 Quassaick Ave.  
New Windsor, NY 12553

Thompson, William R. & Angela C.  
140 Quassaick Ave.  
New Windsor, NY 12553

Kieva, George W. & Phyllis R.  
142 Quassaick Ave.  
New Windsor, NY 12553

Rosenblum, Margaret  
5 Oakridge Dr.  
New Windsor, NY 12553

Bedrosian, Lawrence & Marilyn  
2 Lucas Dr.  
New Windsor, NY 12553

Deyo, James  
4 Lucas Dr.  
New Windsor, NY 12553

Krisch, Hilda J.  
6 Lucas Dr.  
New Windsor, NY 12553

Thomas, P.A. & Mary Kathy  
Emplanque Capital Corp.  
1 Old Country Rd.  
Carle Place, NY 11514

Damario, Carmine & Louise  
61 Clancy Ave.  
New Windsor, NY 12553

Fitzgerald, Robert L. & Audrey K.  
11 Oakridge Dr.  
New Windsor, NY 12553

Town of New Windsor  
555 Union Ave.  
New Windsor, NY 12553

Budney, Clifford J. & Patricia M.  
12-14 Veronica Ave.  
New Windsor, NY 12553

Dreyer, Gary & Darla  
18 Veronica Ave.  
New Windsor, NY 12553

Anniballi, Richard Z. & Wilma S.  
20-22 Veronica Ave.  
New Windsor, NY 12553

Anderson, Donald J. & Ernestine J.  
4 Oakridge Dr.  
New Windsor, NY 12553

Maushart, Ambrose Y. & Nellie L.  
6 Oakridge Dr.  
New Windsor, NY 12553

Gonzales, Jr. Raymond & Barbara  
8-A Oakridge Dr.  
New Windsor, NY 12553

Costantino, John & Diane M.  
10 Oakridge Dr.  
New Windsor, NY 12553

Gambino, William J. & Lucy B.  
8 Oakridge Dr.  
New Windsor, NY 12553

Etri, William A. & Rose M.  
c/o Donna Etri-Puchalski  
43 Dogwood Hills Rd.  
Newburgh, NY 12553

Granata, Carmello & Dorothy  
12 Oakridge Dr.  
New Windsor, NY 12553

Smith, Robert J. & Rita V.  
116 Chestnut Dr.  
New Windsor, NY 12553

Bettters, Georgann P.  
103 Pine Dr.  
New Windsor, NY 12553

Vanasco, Ronald J. & Richard T.  
215 Riley Rd.  
New Windsor, NY 12553

Hotaling, William C. & Christine C.  
125 Quassaick Ave.  
New Windsor, NY 12553

Sarcka, John W. & Carol P.  
123 Quassaick Ave.  
New Windsor, NY 12553

Nelson, Clarence E. & Anne M.  
121 Quassaick Ave.  
New Windsor, NY 12553

Harsch, Ronald & Jane  
100 Pine Dr.  
New Windsor, NY 12553

Di Eduardo, Nano & Wendy S.  
102 Pine Dr.  
New Windsor, NY 12553

Di Cesari, Frank A. & Margaret R.  
104 Pine Dr.  
New Windsor, NY 12553

Kranz, Florence C.  
106 Pine Dr.  
New Windsor, NY 12553

Scharf, Kenneth B. & Tereza  
c/o Kenny Scharf Studio  
435 Espanola Way A & B  
Miami Beach, FL 33139

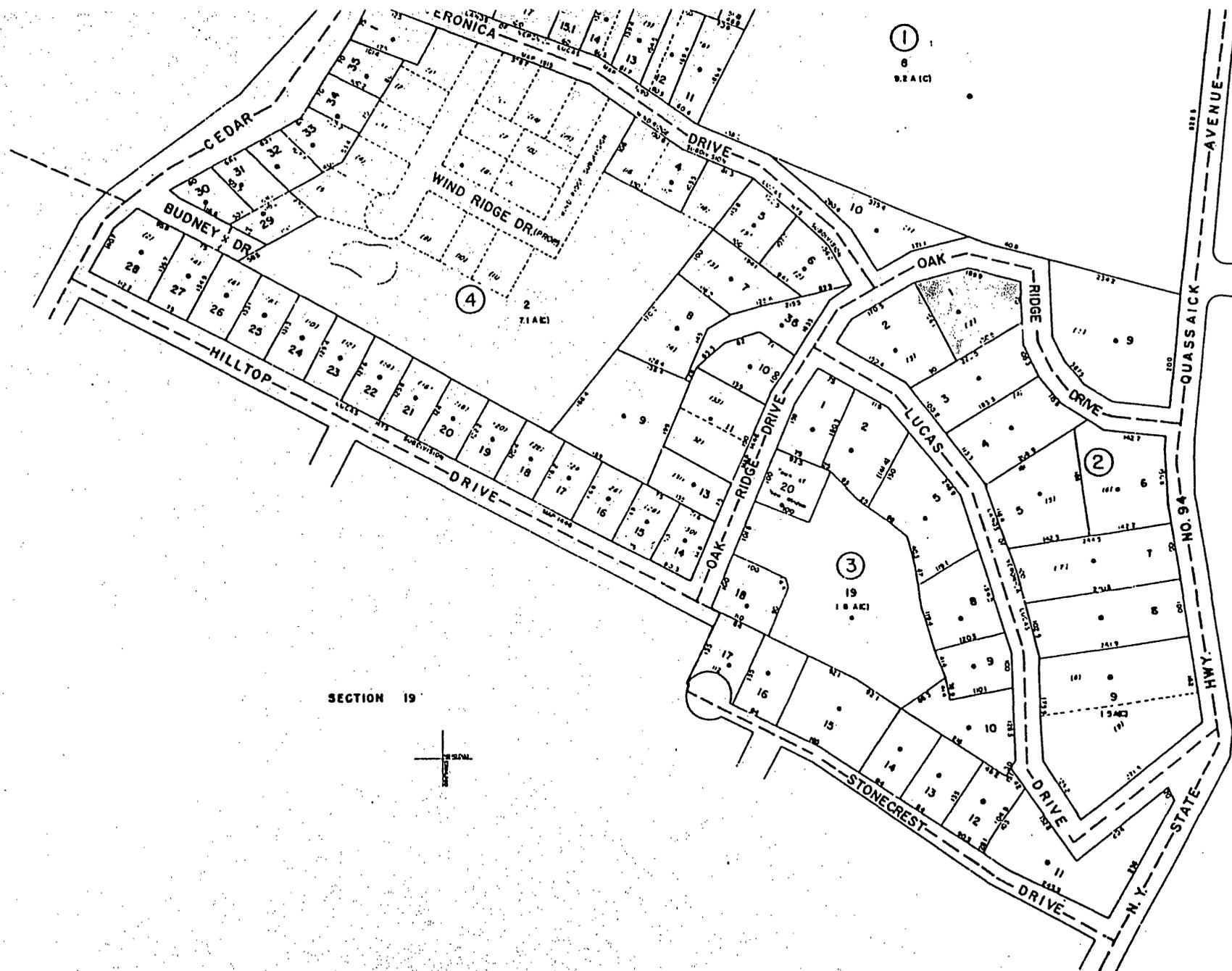
Rosenblum, Marshall & Rita E.  
139 Quassaick Ave.  
New Windsor, NY 12553

Miller, Frederick A. & Frances V.  
143 Quassaick Ave.  
New Windsor, NY 12553

Dowd, Thomas G. & Mildred C.  
135 Quassaick Ave.  
New Windsor, NY 12553

Egglar, Walter J. & Helen  
133 Quassaick Ave.  
New Windsor, NY 12553

Fogarty, Patrick W. & Penelope T.  
131 Quassaick Ave.  
New Windsor, NY 12553



①  
0.8 AC

④  
7.1 AC

③  
1.8 AC

②

SECTION 17

SECTION 19

ALL NEWBURGH SCHOOL DISTRICT  
ALL QUASSACK BRIDGE FIRE DISTRICT

Prepared by  
**SERVICE**  
RATION  
LITHO REPRODUCED  
REPRODUCED 1978  
**PURPOSES ONLY**  
USED FOR CONVEYANCE

**LEGEND**

STATE OR COUNTY LINE	FILED PLAN LOT LINE	125 MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	EASEMENT LINE	125 MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LINE	WATCH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (feet or 1/4, 1/2, 3/4)	COUNTY HIGHWAYS
PROPERTY LINE		TOWN ROADS	

## ORANGE COUNTY-NEW YORK

Photo No. 14-30, 31, 32 Date of Map: 7-24-87  
 Date of Photo: 3-1-89 Date of Revision: 3-1-91  
 Scale: 1" = 100'

**TOWN OF NEW WINDSOR**  
 Section No. 16

RD-33-15884

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

**THIS INDENTURE**, made the 29th day of January, nineteen hundred and eighty-seven  
**BETWEEN** James R. Greene, 1 Oakridge Drive, New Windsor, New York

party of the first part, and

James R. Greene and Janet Greene, <sup>ux</sup> 1 Oakridge Drive, New Windsor, New York

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, Orange County, State of New York, known as Lot 2 on "Map of Subdivision of Lands of Veronica Lucas, which map was filed in the Orange County Clerk's Office on April 25, 1945, as Map No. 1280, being more particularly bounded and described as follows:

BEGINNING at an iron pipe found on the westerly side of Oakridge Drive where the same is intersected by the dividing line between lots 2 and 4; RUNNING THENCE along said dividing line, South 74 deg. 18 min. 55 sec. West, 130.5 feet to the dividing line between lots 2 and 3; THENCE along said dividing line, North 14 deg. 52 min. 50 sec. West, 156.16 feet to the southerly side of Oakridge Drive; THENCE along the southerly and Westerly side of Oakridge Drive, the following: South 88 deg. 05 min. 00 sec. East, 96.90 feet; South 62 deg. 00 min. 00 sec. East, 93 feet; South 10 deg. 53 min. 00 sec. West, 70 feet to the point of place of BEGINNING.

BEING the same premises conveyed by Laura W. Ostner to James R. Greene by deed dated February 15, 1980 and recorded in the Orange County Clerk's Office on February 20, 1980 in Liber 2157 at page 1045.

**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 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 for the purpose of paying the cost of the improvement and will apply the same first to

052858

TOWN OF NEW WINDSOR  
Section 16  
Block 2  
Lot 1

party of the first part, and

James R. Greene and Janet Greene, <sup>UX</sup> 1 Oakridge Drive, New Windsor, New York

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, Orange County, State of New York, known as Lot 2 on "Map of Subdivision of Lands of Veronica Lucas, which map was filed in the Orange County Clerk's Office on April 25, 1945, as Map No. 1280, being more particularly bounded and described as follows:

BEGINNING at an iron pipe found on the westerly side of Oakridge Drive where the same is intersected by the dividing line between lots 2 and 4; RUNNING THENCE along said dividing line, South 74 deg. 18 min. 55 sec. West, 130.5 feet to the dividing line between lots 2 and 3; THENCE along said dividing line, North 14 deg. 52 min. 50 sec. West, 156.16 feet to the southerly side of Oakridge Drive; THENCE along the southerly and Westerly side of Oakridge Drive, the following: South 88 deg. 05 min. 00 sec. East, 96.90 feet; South 62 deg. 00 min. 00 sec. East, 93 feet; South 10 deg. 53 min. 00 sec. West, 70 feet to the point of place of BEGINNING.

BEING the same premises conveyed by Laura W. Ostner to James R. Greene by deed dated February 15, 1980 and recorded in the Orange County Clerk's Office on February 20, 1980 in Liber 2157 at page 1045.

TOWN OF NEW WINDSOR  
Section 16  
Block 2  
Lot 1

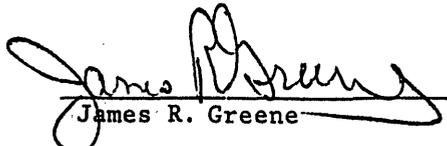
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; 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 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 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 R. Greene

STATE OF NEW YORK, COUNTY OF DUTCHESS

ss:

On the 29th day of January 19 87, before me personally came

James R. Greene

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

*Diane M. O'Leary*  
Notary Public

DIANE M. O'LEARY  
Notary Public, State of New York  
Qualified in Dutchess County  
Commission Expires March 30, 1987

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 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.

SECTION

BLOCK

LOT

COUNTY OR TOWN

TO

RETURN BY MAIL TO:

*James R & Janet Greene*  
*1 Oakridge Drive*  
*New Windsor*  
*New York* Zip No. 12550

*14-15-87*  
*W. L. ...*

*fy*

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

*Diane M. O'Leary*  
Notary Public

DIANE M. O'LEARY  
Notary Public, State of New York  
Qualified in Dutchess County  
Commission Expires March 30, 1987

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.

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.

**Bargain and Sale Deed**

WITH COVENANT AGAINST GRANTOR'S ACTS

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

SECTION

BLOCK

LOT

COUNTY OR TOWN

TO

RETURN BY MAIL TO:

*James R & Janet Greene*  
*1 Oakridge Drive*  
*New Windsor*  
*New York* Zip No. *12550*

*1411*  
*1511*  
*West Saikubugh*

Reserve this space for use of Recording Office.

RECEIVED  
15. *Exempt*  
REAL ESTATE  
FEB 26 1987  
TRANSFER TAX  
ORANGE COUNTY

Orange County Clerk's Office, s.s.  
Recorded on the \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_  
o'clock \_\_\_\_\_ M. in Liber & Probate  
Records at page \_\_\_\_\_  
and Examined.

*Miriam S. Murphy*