

**ZB# 93-51**

**Vasseghi / Buckner**

**19-4-38**

Prelim.

Nov. 8, 1993

Need copy of:  
Notice to Subcontractors 11/29/93

- ① Read it
- ② Title Report
- ③ Photos
- ④ Fees: ① \$ 50.00 <sup>paid</sup>
- ② 292.00 <sup>paid</sup>

Ordered list on 11/29/93  
see ✓

Letters to be sent out. ✓

Public Hearing:  
January 24, 1994

Area Advance

Granted.

#93-51-Buckner/Vassallo  
Area

MADE IN U.S.A. NO. 753 1/3

**Oxford**<sup>®</sup>  
✱ ESELTE

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

# GENERAL RECEIPT

13805  
1993

Dec 21

Received of Courtney Buckner \$ 50.<sup>00</sup>  
Depty and 00 DOLLARS  
For ZBA #93-51 App. Fee 100

DISTRIBUTION:

FUND	CODE	AMOUNT
CR 375		50.00

By Pauline M. Townsend  
Town Clerk  
Title

Dec. 21, 1993

CR 3/5		20,00

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Town Clerk  
Title

... Bae Hler, R v.t.



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: ~~Buckner, Harriet~~  
Vesegh, Michael

FILE # 93-51

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00 *4*

\* \* \* \* \*

*Paid  
ck # 315*

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 292.00 *4*

*Paid  
ck # 374*

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE . . . . .	\$	_____
2ND PRELIM. MEETING - PER PAGE . . . . .	\$	_____
3RD PRELIM. MEETING - PER PAGE . . . . .	\$	_____
PUBLIC HEARING - PER PAGE . . . . .	\$	_____
PUBLIC HEARING (CONT'D) PER PAGE . . . . .	\$	_____
TOTAL . . . . .	\$	_____

ATTORNEY'S FEES:

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

MISC. CHARGES:

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

LESS ESCROW DEPOSIT . . . . .	\$	_____
(ADDL. CHARGES DUE) . . . . .	\$	_____
REFUND TO APPLICANT DUE . . . . .	\$	_____

-----X

In the Matter of the Application of  
MICHAEL VASSEGHI/COURTNEY BUCKNER

DECISION GRANTING  
AREA VARIANCE

#93-51.

-----X

WHEREAS, MICHAEL VASSEGHI and COURTNEY BUCKNER, 45 Clintonwood Drive, New Windsor, New York 12553, have made application before the Zoning Board of Appeals for a 25 ft. 10 in. rear yard variance in order to construct an addition to enlarge the kitchen of the house on the residential parcel at the above address located in an R-4 zone; and

WHEREAS, a public hearing was held on the 24th day of January, 1994 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicants appeared at the hearing and spoke in support of the application; and

WHEREAS, there was one spectator, Mr. James G. Lazarski of 43 Clintonwood Drive, New Windsor, N. Y., appearing at the public hearing; and

Mr. Lazarski had a question in mind about the orientation of the house and the variance requested but the said question was answered by the applicant's presentation; and Mr. Lazarski had no objection to the granting of the requested variance; and

WHEREAS, the application was unopposed; and

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

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

2. The evidence shows that applicants are seeking permission to vary the provisions of the bulk regulations pertaining to rear yard in order to construct an addition to the above residential dwelling in an R-4 zone.

3. The evidence presented by the applicants substantiated the fact that a variance for less than the allowable rear yard would be required in order for applicants to be able to construct the addition to enlarge the kitchen at their residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicants indicated that the existing residence was constructed in 1872, long before the surrounding property was subdivided. As the neighborhood

developed, the existing house faced what ultimately came to be the side yard, and the side of the existing house faced the street, resulting in a house that was turned on the lot 90 degrees relative to the neighboring houses.

5. The evidence presented by the applicants further indicated that there was an existing shed located in the rear yard, and only 2.7 ft. from the rear property line. The applicants believes that this shed was constructed at about the same time as the house.

6. Both the existing house and shed were constructed long prior to the adoption of the Zoning Local Law of the Town of New Windsor, New York. Thus the rear yard now existing, and the setback of the shed from the rear line, are less than the 40 ft. rear yard required for the house and the 10 ft. set back from the lot line required by Section 48-14(A)(1)(b) for accessory buildings (the shed in this instance). Consequently the existing house has an insufficient rear yard, and the existing shed has insufficient set back, but these conditions are pre-existing and non-conforming.

7. The applicants now propose to expand the existing 12 ft. by 12 ft. kitchen by extending the same an additional 4 ft. into the already undersized rear yard. This proposed expansion of the kitchen would be between the existing house and the existing shed, reducing the spacing between the two structures. The proposed addition would extend to within 14 ft. 2 in. of the rear line and thus generates the need for a 25 ft. 10 in. rear yard variance.

8. The applicant now submits the instant application for an area variance in order to construct the addition to enlarge the kitchen. The applicants indicated that the existing kitchen is undersize and the proposed 4 ft. addition into the rear yard to enlarge the same is the only feasible direction in which the kitchen can be enlarged.

9. The evidence presented by the applicants substantiated the fact that the requested addition is located to the rear of the property and is adjacent to a cemetery. Therefore, the impact on the neighboring properties is almost non-existent. The evidence presented by the applicants further indicated that if the addition were constructed in any other manner, it would place it close to a neighboring dwelling. Consequently the proposed location of the addition in the rear yard, which abuts a cemetery, and behind the existing shed, which is already close to the rear line, ameliorates its impact on the neighboring properties.

10. The evidence presented on behalf of the applicants further indicated that since the side of the residential dwelling faces Clintonwood Drive, the proposed addition could only be constructed to the rear of the property. The addition could not have been located in either side yard because of the configuration of the way the house was constructed on the parcel. If the addition were constructed in a side yard, it would be more expensive, less functional because traffic flow within the house would be adversely affected, and it would ruin the character of

the house because it would have to come out beyond the front of the house (which actually is facing a side yard) creating an unattractive and uneconomic one-story L-shaped addition.

11. The evidence presented on behalf of the applicants also indicated that, if the addition had been constructed in such a conforming manner, it would not benefit either the applicants or the neighborhood since it would have negative impacts upon both.

12. The evidence presented by the applicant and the Board's familiarity with the area indicated that the neighborhood surrounding the subject site is devoted predominately to residential uses (except for the neighboring cemetery). In addition, the Board finds that the applicant's desire to enlarge the existing 12 ft. by 12 ft. kitchen by an additional 4 ft. is certainly not an unreasonable request and is not out of character with kitchens in this predominately residential neighborhood.

13. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community since the structure without the addition has been in place for more than 100 years and, even after the addition, will continue to conform to the character of the neighborhood.

14. Given these factors, it is the finding of this Board, that the applicants proposed addition will not have an adverse effect upon property values in the neighborhood.

15. The evidence presented by the applicants further substantiated the fact that the requested variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the addition is quite well concealed from view of the neighbors and does not detract from the neighborhood.

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

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

1. The requested variance 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 applicants which can produce the benefit sought other than the variance procedure.

3. The requested variance is not substantial in relation to the bulk regulations for rear yard. However, it is the conclusion of this Board that the granting of the requested substantial area variance is warranted here because the pre-existing, non-conforming rear yard was already undersize, the addition is partially concealed by the pre-existing, non-conforming shed which is located even close to the rear

property line, the configuration of the house on the lot was established long before the area was subdivided and developed, and because the impact on the neighborhood is minimal given that the abutting property to the rear is a cemetery.

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

5. The difficulty applicants face in conforming to the bulk regulations is a partially self-created one. Applicants did not create the orientation of the house on the lot nor its placement so close to the rear line. But, since applicants now desire to construct an addition to the kitchen, which extends further into the already undersize pre-existing, non-conforming rear yard, they must apply for a rear yard variance since they cannot conform to the requirements in the R-4 zone. Given the factors considered herein by this Board, it is the conclusion of this Board that the requested variance should be granted notwithstanding the applicants' partially self-created hardship.

zone by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicants, if the requested area variance is 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 variance is the minimum variance necessary and adequate to allow applicants 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 variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 25 ft. 10 in. rear yard variance in order to allow construction of an addition to enlarge the kitchen of the residential dwelling at the above location in an R-4 zone, as sought by applicants 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: April 25, 1994.

(ZBA DISK #9-012894.VB)

  
Chairman

*pls. 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. 51.

Request of Michael R. Vasseghi & Courtney M. Buckner  
for a VARIANCE of

the regulations of the Zoning Local Law to

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

being a VARIANCE of

Section 48-12-Table of Use/Bulk Req., Col. G  
for property situated as follows:

45 Clintonwood Drive, New Windsor,  
N.Y. 12553, known as tax map  
Section 19-Blk. 4 - Lot 38.

SAID HEARING will take place on the 24th day of  
January, 1994, 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.



TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 93-51

Date: 11/23/93

I. ✓ Applicant Information:

- (a) Michael R. Vasseghi & Courtney M. Buckner 45 Clintonwood Drive (562-8039)  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) Jerry Sherman 459 Station Rd, Salisbury Mills, NY 12577 (496-6833)  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance  Sign Variance
- Area Variance  Interpretation

III. ✓ Property Information:

- (a) R4 45 Clintonwood Drive, New Windsor, NY 19-4-38  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? \_\_\_\_\_
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 10/26/93
- (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: There is an outside shed approximately 11' x 17'

IV. Use Variance. N/A

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

N/A

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. 6.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____ <sup>N</sup>	_____ <sup>N</sup>
Reqd. Rear Yd. <u>40' FT</u>	<u>15' <del>23.2'</del> FT</u>	<u>25' <del>10'</del> 25'</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only  
 \*\* No-residential districts only

(b) 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:

The original two bedroom, one bath structure was built in 1872 and later renovated in 1965. Since that time, there have been no other interior renovations. The existing kitchen is in need of renovation and updating. With the additional space we are requesting in the kitchen, an additional bathroom and laundry room would be added. Above the kitchen, on the second floor, we would add an additional bedroom making it a three bedroom house with two baths and making it more suitable for a family. This can not be achieved any other way. There would be no detriment or adverse effect on the neighborhood.

(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.

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

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

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

VII. Interpretation: *N/A*

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

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

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

✓ VIII. Additional comments:

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

*Quality of the zone will be maintained as residential.*

✓ IX. Attachments required:

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



1/24/94 VASSEGHI/BUCKNER PUBLIC HEARING

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NAME  
JAMES G. LAZARSKI

ADDRESS  
43 CLINTONWOOD DR.

~~V. S. S. G. O. / BUCKNER~~

MR. NUGENT: Request for 25 ft. rear yard variance to construct addition at 45 Clintonwood Drive in an R-4 zone.

Mr. Michael Vasseghi appeared before the board for this proposal.

MR. LUCIA: Before you start on this, I see that the assessor's list shows that the chairman owns property within 500 feet. I assume that poses no problem for the applicant?

MR. VASSEGHI: No.

MR. LUCIA: If it does, you should say so now.

MR. VASSEGHI: No.

MR. LUCIA: No problem for you?

MR. NUGENT: No.

MR. LUCIA: In looking at your application, I think the Notice of Denial showed that the rear yard had 40 feet required, you were going to provide 15 feet and generate a variance request of 25 feet. I see the numbers changed just a little bit on the application that shows apparently provided as 23 feet 2 inches, I think that is an error. I think what you meant to say was 14 feet 2 inches and that generates a variance request of 25 feet 10 inches. I don't know where the revised numbers came from but they are on your application.

MR. BABCOCK: On the survey, the existing structure before the addition is 23 foot 2 inches so they must have took that number off the map. We did a subtraction by the size of the addition and that is how we come up with the number.

MR. LUCIA: Just let me have you revise your application.

FAX: 212-449-1788.

MR. BABCOCK: What you did is when you filled out the application, you used this number instead of this number.

MR. LUCIA: If I can just have you initial those 2 changess. Thank you.

MR. HOGAN: Do we have photos?

MR. NUGENT: I have one. That is on the left-hand side, that is not attached to the house. At the angle that they took the picture, it looks like it's attached.

MR. TORLEY: That shed is closer than the addition.

MR. VASSEGHI: We're looking to go closer to the shed, there's an existing structure which is three feet away from the property line. We're just looking to go a couple feet closer to the shed.

MR. NUGENT: Only real problem is the back yard the house is situated the wrong way.

MR. VASSEGHI: It's actually--

MR. LUCIA: House and shed date from the 1800's, is that correct?

MR. VASSEGHI: Yes.

MR. LANGANKE: You were here quite a while ago, weren't you?

MR. VASSEGHI: It took a while to get the list of names.

MR. BABCOCK: They were here November 8, 1993.

MR. LUCIA: I know you were here at the preliminary. Just explain to the board why it is you're locating the addition where you are putting it, why you are putting it here and why it's generating a need for the variance.

MR. VASSEGHI: There's an existing kitchen now it's about 12 by 12 feet and we're looking to renovate it so we're going to make it larger. The 12 feet doesn't give us enough room so we're looking to go an extra four feet. We put in for the extra footage for a possible balcony and one extra foot because you suggested just in case. So like I said, we're looking to do the renovations and if we're going to do it, we might as well do it correctly. No sense in spending as much money to redo 12 by 12 so we're looking for extra four feet which goes closer to an existing freestanding structure which is also closer to a cemetery.

MR. LUCIA: So there's no neighbors living within close proximity?

MR. VASSEGHI: Not in that direction, no.

MR. TANNER: Not living, no.

MR. LUCIA: There's no other feasible way to locate this and utilize the existing kitchen?

MR. VASSEGHI: Looking at the picture, if you look at the picture, this is the kitchen now the way the house is set up, living room, bedrooms upstairs, we're looking to just take this down and go four feet over this way, this is the only way because we have a problem, the kitchen is already there obviously so we're looking to redo the kitchen and like I said, just make it a couple feet larger when we do so.

MR. LUCIA: Just for the record, the kitchen you're referring to sits on the left side of the house as you face it in this photograph?

MR. VASSEGHI: Yes.

MR. TORLEY: And you're still in fact you would not be any closer to the side line than the freestanding shed?

MR. VASSEGHI: We're only like I said the freestanding shed is approximately three or four feet from the property line and it's been there, the property was subdivided long after the shed and the house were ever

built. And we're looking just to get closer to that structure.

MR. LUCIA: If this board should grant you a variance, do you feel that an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties would be created?

MR. VASSEGHI: I couldn't imagine. If anything, it's going to improve the neighborhood because it will bring up the value of the house.

MR. LUCIA: Is the benefit which you seek here achievable by some other method feasible for you to pursue other than an area variance?

MR. VASSEGHI: I couldn't imagine doing it any other way. We've had architects draw up plans, this is the best possible way to do it.

MR. LUCIA: Any other design would be more expensive, less functional in terms of flow?

MR. VASSEGHI: Wouldn't be possible without taking away from the character of the house. We'd have to make the kitchen come out well passed the front of the house, looking at the picture that is where we have the real space.

MR. LUCIA: Wind up with an L-shaped house?

MR. VASSEGHI: Yes.

MR. LUCIA: Is the requested area variance substantial, that is in terms of numbers? I guess you have a 40 foot requirement, you're looking for 25 foot variance that is fairly substantial, I guess.

MR. VASSEGHI: Well, if you look at it that way the property like I said was there long before it was subdivided, the house doesn't comply with any of the side or front yards and the bigger problem is the house isn't situated towards the road like every other property. When we originally started, we thought it was side to side, front to back but it's actually front

and back, side to side just because the house is situated doesn't make a difference which way your house faces. Our front and back is our sides.

MR. LUCIA: House is really turned on the lot.

MR. VASSEGHI: Exactly.

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

MR. VASSEGHI: Like I said, we're going closer to an existing freestanding structure. I can't imagine having any problems and it is adjoining a cemetery.

MR. LUCIA: Is this difficulty self-created? Did you create the problem yourself? I guess there's two parts to that. Obviously you did, you did not create the orientation of the house on this lot nor its placement so close to the rear line but you're coming in to expand the kitchen.

MR. VASSEGHI: That is correct.

MR. LUCIA: But you feel there is no other reasonable way of expanding the kitchen?

MR. VASSEGHI: We can go, since there's not much required on our back which is our side, we have more than enough side property, which is the back of our house. But again, it creates the L shape and we'd be going closer to neighbors. This way, we're not going closer to neighbors and there's another structure there.

MR. LUCIA: Thank you.

MR. NUGENT: At this time, I'd like to open it up to the public. Anyone has a comment, state your name and your address and try not to be repetitious.

MR. LAZARSKI: Jim Lazarski, address is 43 Clintonwood, next door, I think my questions have been answered. I was just curious the way the house sits, what's the

back, what's the side and apparently I think I understand that what we're calling the rear is usually the side of the house and we're going backwards.

MR. LUCIA: You're welcome to come up and look at the survey.

MR. LAZARSKI: I think I understand now.

MR. VASSEGHI: We're going closer to the shed. We're not going closer we've in fact we've got a ton of property here. We're just going the four feet over next to the shed. I thought you would have been confused because it says rear yard and it's really our side yard.

MR. LAZARSKI: Thank you.

MR. TORLEY: You'd have no objection to this?

MR. LAZARSKI: No.

MR. LUCIA: Thank you.

MR. NUGENT: I'll close the public hearing and open it up to the members for any questions.

MR. TORLEY: Glad to see a house is being renovated.

MR. LANGANKE: I think it's a great project.

MR. TANNER: Make a motion we grant the variances.

MR. HOGAN: Second it.

ROLL CALL

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

BUCKNER, HARRIET

MR. NUGENT: Request for 25 ft. rear yard variance to construct alterations and addition at 45 Clintonwood Drive in an R4 zone.

MR. MICHAEL VASSAGHI: It has been sold, we're now the new owners.

MR. NUGENT: Just for the record, give your name.

MR. VASSAGHI: Michael Vassaghi.

MR. LUCIA: You're now the new owner?

MR. VASSAGHI: I believe it's put in both of our names.

MR. LUCIA: We can drop Buckner?

MR. VASSAGHI: That is correct. What we're proposing to do is we're asking for 88 feet for the rear yard and possibly 2 feet for side yard. When the house was, you guys have copy of the survey. What we're proposing to do is if you look from the survey here, the first view here, the small dimension, the 12 by 12 off the side that is the existing kitchen we want to remove that kitchen and go another four feet to the side yard or to actually to the back yard, this is the only house that doesn't face the road, so this is why we're having a problem, we have to go 40 feet to the rear, the house was built in 1872 and it was before they subdivided the entire Clintonwood Drive section so we don't have adequate property on either the side or rear so what we're proposing to do is take down the existing kitchen, go four feet towards the shed, four more feet towards the shed with another balcony so we'd be requesting full eight foot and possibly two feet off the back of the house going towards the side property there.

MR. BABCOCK: The two foot on the side yard Mr. Chairman is not a problem. They have 17 foot 8 inches, they want to go out 2 more feet there so that would leave them 15 foot eight inches which is plenty. To clarify it a little bit, the addition is 4 foot bigger

than the 12 foot but on the second floor, there's a 4 foot balcony that sticks out so that is the eight foot and that is why we're down to 15 foot so the little square showing up above is actually 4 foot balcony on the second floor.

MR. LUCIA: So the net effect it's a 40 feet rear yard required, you're proposing only 15 so he needs 25 foot variance request.

MR. BABCOCK: Yes.

MR. TORLEY: What about the shed?

MR. VASSAGHI: That is the next thing, there's already an existing structure close to the property line two feet away from the property line the shed has been there since the house was built. We're actually not even going really any closer, just taking up more space going closer to the existing structure.

MR. LUCIA: You're saying the shed dates from 1872 also?

MR. VASSAGHI: That is correct or as long as we can remember.

MR. TORLEY: Before zoning anyway.

MR. VASSAGHI: This is a copy of the proposed plan, these are just preliminary plans until we ran into the variance problem then we put things on hold until we found out for sure. We're going two feet out this way which we have an existing structure is 12 feet we're asking for additional four feet to the side yard or to the rear yard actually.

MR. TORLEY: Is there any difficulty, Mike, he's got the balcony overhang, looks like only a couple feet between the end of the balcony and shed, do we have any regulations about spacing between the buildings?

MR. BABCOCK: No requirements by State Code, only one and a half feet and I talked to, not sure who I talked to, but I think there's three foot left plus it's eight

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foot high the balcony is on the second floor so you are going to walk underneath the balcony.

MR. PHILLIPS: We're proposing to put actually like a walkway between the shed and balcony over the top, give it somewhat of a support from the side.

MR. TORLEY: I was wondering between the space between the edge of the balcony and the shed.

MR. BABCOCK: One and a half feet and they have already said three feet.

MR. LUCIA: As you may have heard me explain this board only reacts to the numbers you give them so you need to build within the parameters you're giving us as far as the 8 and 15 foot and if you go more than two feet, you're going to have a side yard problem. So you need to be within those parameters.

MR. VASSAGHI: We're only asking for the two feet and I was going to ask for 9, I don't know if we'll use it but I'd hate to be an inch or so off something like this.

MR. NUGENT: It wouldn't make any difference if you are a foot it would be a difference.

MR. LUCIA: Just be confident.

MR. VASSAGHI: I'll ask for 9.

MR. TORLEY: Give yourself a little slack.

MR. LUCIA: Just whatever numbers you decide, give them to Mike.

MR. BABCOCK: The 15 foot I think is exactly what it is.

MR. TANNER: He's got a survey, you ought to be able to tell reasonably well, I hope.

MR. LUCIA: As long as they build it according to the plan, right?

MR. TANNER: Make a motion we set him up for a public hearing.

MR. HOGAN: Second it.

ROLL CALL

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

MR. LUCIA: There's a cover sheet with instructions, if you would follow that and fill out the application and return it to Pat. Also you need a copy of Section 267B of the Town Law and I put an arrow in the margin next to the section relevant to area variances. There's 5 specific factors you should speak to in order for this board to pass on your area variance application. Essentially, they need to weigh the benefit to you if the variance is granted as against the detriment to the health, safety and welfare of the community by giving you this variance from the Zoning Ordinance. When you return the application to Pat, submit two checks both payable to the Town of New Windsor, one for \$50 application fee, second for \$292 deposit against Town consultant review fees and various disbursements the board has in handling your application. Also I think Mr. Nugent owns property within 500 feet of this, that is not a problem as long as you don't feel it's a problem.

MR. NUGENT: No, there's a cemetery between us.

MR. VASSAGHI: When we're going within the eight feet we're, the property we're encroaching is a cemetery, would there be, I'm just trying to wonder what opposition there would be?

MR. NUGENT: Might not get many answers.

MR. LUCIA: You need to know the cemetery owner just as any other property owners, whether or not they appear

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and show up is up to them. It's certainly a factor this board would consider. It's obviously not like you're within 15 feet of somebody else's deck, sure.

MR. VASSAGHI: Thank you.

9/93

PENGAD CO., BAYONNE, NJ 07002 • LASER BOND-A

RESIDENTIAL CONTRACT OF SALE

**WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT.**

**NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION:** Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

CONTRACT OF SALE made as of September , 1993

**BETWEEN: HARRIET BUCKNER, 21 Stonecrest Drive, New Windsor, New York**  
**and DORRENE MARR JOYCE, Taft Avenue, Montgomery, New York**

**Social Security Nos.: 123-32-0728 (HARRIET) 126-26-3480 (DORRENE)**

hereinafter called "SELLER", and

**COURTNEY BUCKNER, 45 Clintonwood Drive, New Windsor, New York and**

**MICHAEL R. VASSEGHI, 45 Clintonwood Drive, New Windsor, New York**

**Social Security Nos.: 125-66-5895 (COURTNEY) 099-46-9071 (MICHAEL)**

hereinafter called "PURCHASER".

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **PREMISES.** SELLER shall sell and convey and PURCHASER shall purchase the property, together with buildings and improvements thereon ("PREMISES"), more fully described on a separate page marked Schedule "A", annexed hereto and made a part hereof and also known as:

**Street Address: 45 CLINTONWOOD DRIVE, NEW WINDSOR, NEW YORK**

**Tax Map Designation: 19 - 4 - 38**

Together with SELLER'S ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the PREMISES to the center line thereof, including any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER shall deliver at no additional cost to PURCHASER, at CLOSING (as hereinafter defined), or thereafter, on demand, any documents PURCHASER may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. PERSONAL PROPERTY. This sale includes all fixtures and articles of personal property now attached or appurtenant to the PREMISES. SELLER represents and warrants that at CLOSING they will be paid for and owned by SELLER, free and clear of all encumbrances, except any existing mortgage to which this sale may be subject.

All items of personalty included are included "AS IS".

3. PURCHASE PRICE. \$ 60,000.00 payable as follows:

(a) on signing of this contract, by PURCHASER'S check payable to ESCROWEE, subject to collection, to be held in escrow pursuant to paragraph 4 of this contract ("DOWN PAYMENT"):

\$ 7,000.00

(b) balance at Closing as per paragraph 5: \$ 53,000.00

4. DOWN PAYMENT IN ESCROW. (a) JERALD FIEDELHOLTZ, ESQ., SELLER'S attorney ("Escrowee") shall hold the DOWN PAYMENT for SELLER'S account in a segregated non-interest bearing trust account at Fleet Bank of Upstate NY, Newburgh, New York, until CLOSING or sooner termination of this contract and shall pay over or apply the DOWN PAYMENT to comply with the terms of this paragraph. The Social Security numbers of the parties shall be furnished to Escrowee upon request. At CLOSING, the DOWN PAYMENT shall be paid by Escrowee to SELLER. If for any reason CLOSING does not occur and either party gives Notice to Escrowee demanding payment of the DOWN PAYMENT, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the DOWN PAYMENT with the clerk of a court in the county in which the PREMISES are located and shall give Notice of such deposit to SELLER and PURCHASER. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the DOWN PAYMENT for SELLER'S account, for all other purposes Escrowee is acting solely as a stake holder at the request of and for the convenience of the parties and Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. SELLER and PURCHASER jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee or its firm shall be permitted to act as counsel for SELLER in any dispute as to the disbursement of the DOWN PAYMENT or any other dispute between the parties whether or not Escrowee is in possession of the DOWN PAYMENT and continues to act as Escrowee.

(d) In the event this agreement is terminated by reason of PURCHASER'S failure or refusal to take title, through no fault of SELLER, SELLER and PURCHASER agree that SELLER'S attorney shall pay itself out of the escrow funds referred to in this paragraph, the sum of THREE HUNDRED FIFTY AND NO/100 (\$350.00) DOLLARS as and for its fee for preparing this agreement.

5. ACCEPTABLE FUNDS. All money payable under this contract unless otherwise specified, shall be paid by:

a. Cash, but not over \$1,000.00;

b. Good certified check of PURCHASER'S, or cashier's, teller's or certified check of any bank, trust company, or savings and loan association having a banking office in New York State, unendorsed and payable to the order of SELLER, or as SELLER may otherwise direct upon not less than 3 business days notice to PURCHASER;

c. As to money other than the purchase price payable to SELLER at CLOSING, uncertified check of PURCHASER up to \$500.00; and

d. As agreed to in writing by SELLER or SELLER'S attorney.

6. MORTGAGE CONTINGENCY. The obligations of PURCHASER hereunder are conditioned upon issuance on or before OCTOBER 1, 1993 ("Commitment Date") of a written commitment from any Institutional Lender ("Lender") pursuant to which such Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to PURCHASER, at their sole cost and expense, of \$ 53,000.00 or such lesser sum as they shall be willing to accept, at the prevailing rate of interest for a term of at least 30 years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to Lender. PURCHASER shall (a) make prompt application to Lender for such mortgage loan, (b) furnish accurate and complete information regarding PURCHASER and members of PURCHASER'S family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Lender to obtain such commitment, and (f) promptly give Notice to SELLER of the name and address of each Lender to which PURCHASER has made such application. PURCHASER shall comply with all requirements of such commitment and shall furnish SELLER with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless PURCHASER has accepted a commitment that does not comply with the requirements set forth above, PURCHASER may cancel this contract by giving Notice to SELLER within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to the other by reason of this contract, except that the DOWN PAYMENT shall be promptly refunded to PURCHASER.

If PURCHASER fails to give Notice of cancellation or if PURCHASER shall accept a commitment that does not comply with the terms set forth above, then PURCHASER shall be deemed to have waived PURCHASER'S right to cancel this contract and to receive a refund of the DOWN PAYMENT by reason of the contingency contained in this paragraph.

7. LENDING INSTITUTION IN ANOTHER COUNTY. Closing of Title shall be held at the office of JERALD FIEDELHOLTZ, P.C., attorney for SELLER, or at a location designated by PURCHASER'S lending institution. In the event the Closing is held at a location outside the counties of Orange or Ulster, but within the counties of Dutchess, Sullivan, Putnam or Rockland, PURCHASER will reimburse SELLER'S attorney the sum of \$150.00 for SELLER'S additional expense resulting therefrom. In the event the Closing is held in any other county, PURCHASER will reimburse SELLER'S attorney the sum of \$250.00 for the additional expense resulting therefrom.

8. RETURNED CHECKS. PURCHASER agrees that PURCHASER shall be responsible for the replacement of any checks paid to SELLER at the CLOSING for the balance of the purchase price and any tax adjustments in the event that any such checks are returned to SELLER due to insufficient funds or any other reason, whether such checks shall have been tendered by PURCHASER, PURCHASER'S Lender or any other party acting on behalf of PURCHASER or PURCHASER'S Lender. The terms of this paragraph shall survive the delivery of the Deed.

9. PURCHASER'S REPRESENTATION. PURCHASER herein represents their ability to conclude this transaction is not conditioned upon the prior sale and transfer of any other piece or parcel of real estate, and in the event that the mortgage commitment received hereunder is so conditioned, SELLER shall have the option of declaring this contract null and void, in which case the down payment made herein shall be retained by SELLER as and for liquidated damages, and SELLER shall be entitled to any and all other legal and equitable remedies permitted by law.

10. PERMITTED EXCEPTIONS. The PREMISES are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and historic or wetlands designation, provided they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the PREMISES abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

11. GOVERNMENTAL VIOLATIONS AND ORDERS. (a) SELLER shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the PREMISES. The PREMISES shall be conveyed free of them at CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters. However, should the cost of removal of violations required to be removed by SELLER pursuant to the printed provisions of this contract be in excess of \$500.00, SELLER is hereby granted an option to withdraw from this contract, in which event SELLER shall refund to PURCHASER all monies paid on execution hereof; whereupon this contract shall become null and void without further liability from either party to the other unless PURCHASER shall agree to take title subject to said violations and assume the performance thereof. The options herein granted shall be exercised by notice in writing by either party on or before the time fixed for closing by certified mail, return receipt requested.

12. SELLER'S REPRESENTATIONS. (a) SELLER represents and warrants:

(i) The PREMISES abut or have a right of access to a public road;

(ii) SELLER is the sole owner of the PREMISES and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract; and

(iii) The PREMISES are not affected by any exemptions or abatements of taxes.

(b) SELLER covenants and warrants that all warranties set forth in this contract shall be true and correct at CLOSING.

(c) Except as otherwise expressly set forth in this contract, none of SELLER'S covenants, representations, warranties or other obligations contained in the contract shall survive CLOSING.

13. CONDITION OF PROPERTY. PURCHASER acknowledges and represents that they are fully aware of the physical condition and state of repair of the PREMISES and of all other property included in this sale, based on their own inspection and investigation thereof, and they are entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the PREMISES or the other property included in the sale, given or made by SELLER or its representatives, and shall accept the same "AS IS" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of CLOSING, without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. PURCHASER and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to SELLER, to inspect the PREMISES before CLOSING.

14. INSPECTIONS. Within ten (10) days of the date of this Contract, PURCHASER, at their own cost and expense, shall have the right to have the PREMISES inspected by a building inspector or inspection firm(s) for any of the following:

a. Presence of termites, carpenter ants or other wood destroying insect infestation;

b. Mechanical and structural conditions or the improvements on the subject PREMISES; and

c. Presence of hazardous substances, hazardous waste, radon, toxic chemicals, or asbestos.

In the event such inspections reveal or disclose the presence of wood destroying insect infestation; unsatisfactory mechanical or structural condition(s); or, the presence of hazardous substances, then or in any such events, PURCHASER shall provide SELLER with a written report thereof within ten (10) days of the date of this Contract, and if PURCHASER fails to notify SELLER of an unsatisfactory report within the time specified herein, then such condition(s) shall be deemed waived. Upon receipt of the written report from PURCHASER, SELLER may thereupon and within ten (10) days of the receipt of such report, at SELLER'S option, agree to correct the condition(s) reported, or in the alternative, refund all monies paid on account of the purchase price hereof to the PURCHASER whereupon this agreement shall be deemed cancelled and of no further effect. Notwithstanding the election of SELLER to terminate this agreement as aforesaid, the PURCHASER shall have the final option to proceed with the consummation of this agreement, taking the PREMISES subject to such conditions and damage as may exist and the further terms of this agreement, provided that written notice is delivered to the SELLER within five (5) days of the PURCHASER'S receipt of the SELLER'S notice of election to terminate. **TIME IS OF THE ESSENCE AS TO EACH AND EVERY TIME PERIOD SET FORTH IN THIS PARAGRAPH.**

15. INSURABLE TITLE. SELLER shall give and PURCHASER shall accept such title as any New York State licensed title company, shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

16. CLOSING, DEED AND TITLE. (a) "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale Deed with Covenants Against Grantor's Acts in proper statutory short form for recording, duly executed and acknowledged so as to convey to PURCHASER fee simple title to the PREMISES, free of all encumbrances except as otherwise herein stated. The deed shall contain a covenant by SELLER as required by subd. 5 of Section 13 of the Lien Law.

17. CLOSING DATE AND PLACE. CLOSING shall take place at the office of JERALD FIEDELHOLTZ, P.C., 270 Quassaick Avenue, New Windsor, New York or PURCHASER'S lending institution on or before **OCTOBER 1, 1993.**

18. CONDITIONS TO CLOSING. This contract and PURCHASER'S obligation to purchase the PREMISES are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of CLOSING, of the representations and warranties of SELLER made in this contract.

(b) Delivery by SELLER to PURCHASER of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (the "Gains Tax Law"); or such sale shall not be exempt under the Gains Tax Law, SELLER and PURCHASER agree to comply in a timely manner with the requirements of the Gains Tax Law and, at CLOSING, SELLER shall deliver to PURCHASER (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. SELLER shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after CLOSING, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save PURCHASER harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorney's fees) which may be suffered or incurred by PURCHASER by reason of the nonpayment thereof. The provisions of this subparagraph (b) shall survive CLOSING.

(c) Delivery of the PREMISES and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the PREMISES.

(d) All plumbing (including water supply and septic system, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of CLOSING.

(e) If the PREMISES are a one or two family house, delivery by the parties at CLOSING of affidavits in compliance with state and local law requirements to the effect there is installed in the PREMISES a smoke detecting alarm device or devices.

(f) The delivery by the parties of any other affidavits required as a condition of recording the deed.

19. DEED TRANSFER AND RECORDING TAXES. At CLOSING, checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such check and returns to be delivered to the appropriate officer promptly after CLOSING. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive CLOSING.

20. APPORTIONMENTS AND OTHER ADJUSTMENTS; WATER METER AND INSTALLMENT ASSESSMENTS.

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of CLOSING:

(i) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed.

(b) If CLOSING shall occur before a new tax rate is fixed, the tax apportionment shall be based upon the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

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

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

(e) Any errors or omissions in computing apportionments or other adjustments at CLOSING shall be corrected within a reasonable time following CLOSING. This subparagraph shall survive CLOSING.

21. ALLOWANCE FOR UNPAID TAXES, ETC. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid assessments, taxes, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

22. USE OF THE PURCHASE PRICE TO PAY ENCUMBRANCES. If anything affects the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to pay or discharge them, provided SELLER shall simultaneously deliver to PURCHASER at CLOSING instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. Alternatively, SELLER may deposit sufficient monies with the title insurance company employed by PURCHASER acceptable to and required by it to assure their discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matters or insure against its enforcement out of the PREMISES, and will insure PURCHASER'S Lender clear of such matters. Upon notice, given not less than 3 business days before CLOSING, PURCHASER shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

23. TITLE EXAMINATION; SELLER'S INABILITY TO CONVEY; LIMITATIONS OF LIABILITY. (a) PURCHASER shall order an examination of title in respect of the PREMISES from a title company licensed and authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this

contract or, if this contract is subject to the mortgage contingency set forth in paragraph 6, after a mortgage commitment has been accepted by PURCHASER. PURCHASER shall cause a copy of the title report and any additions thereto to be delivered to the attorney for SELLER promptly after receipt thereof.

(b)(i) If, at the date of CLOSING, SELLER is unable to transfer title to PURCHASER in accordance with this contract, or PURCHASER has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise ("Defects"), other than those subject to which PURCHASER is obligated to accept title hereunder or which PURCHASER may have waived and other than those which SELLER has herein expressly agreed to remove, remedy or discharge and if PURCHASER shall be unwilling to waive the same and to close title without abatement of purchase price, then, except as hereinafter set forth, SELLER shall have the right, at SELLER'S election, either to take such action as SELLER may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if SELLER elects to take action to remove, remedy or comply with such Defects, SELLER shall be entitled from time to time, upon Notice to PURCHASER, to adjourn the date for CLOSING hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which PURCHASER'S mortgage commitment, if any, shall expire), and the date for CLOSING shall be adjourned to a date specified by SELLER not beyond such period. If for any reason whatsoever, SELLER shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if PURCHASER shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to same) and any matter created by SELLER after the date hereof shall be released, discharged or otherwise cured by SELLER at or prior to CLOSING.

(c) If this contract is cancelled pursuant to its terms, other than as a result of PURCHASER'S default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that; (i) SELLER shall promptly refund or cause the Escrowee to refund the DOWN PAYMENT to PURCHASER and, unless cancelled as a result of PURCHASER'S default or pursuant to paragraph 6, to reimburse PURCHASER for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by PURCHASER, for updating the existing survey of the PREMISES or of a new survey, not to exceed a total of \$350.00.

**24. AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES ETC.** If a title search discloses judgments, bankruptcies or other returns against persons with the same or similar name to that of SELLER, SELLER shall deliver an affidavit at CLOSING showing that they are not against SELLER.

25. DEFAULTS AND REMEDIES. (a) If PURCHASER defaults hereunder, SELLER'S sole remedy shall be to receive and retain the DOWN PAYMENT as liquidated damages, it being agreed that SELLER'S damages in case of PURCHASER'S default might be impossible to ascertain and that the DOWN PAYMENT constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If SELLER defaults hereunder, PURCHASER shall have such remedies as PURCHASER shall be entitled to at law or in equity, including, but not limited to, specific performance.

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

27. NOTICES. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by regular U. S. Postal Service mail; or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such other party Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing same, except that any Notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

28. NO ASSIGNMENT. This contract may not be assigned by PURCHASER without the prior written consent of SELLER in each instance and any purported assignment(s) made without such consent shall be void.

29. BROKER. SELLER and PURCHASER each represent and warrant to the other that it has not dealt with any broker in connection with this sale.

30. MISCELLANEOUS. (a) All prior understandings, agreements, representations and warranties, oral or written, between SELLER and PURCHASER are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by SELLER and PURCHASER.

(f) SELLER and PURCHASER shall comply with IRC reporting requirements, if applicable. This paragraph shall survive CLOSING.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive CLOSING.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

PURCHASERS:

  
COURTNEY BUCKNER

  
MICHAEL R. VASSEGI

SELLERS:

  
HARRIET BUCKNER

  
DORRENE MARR JOYCE

NEWK-009.DOC

## SCHEDULE "A"

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

BEGINNING at a point in the southerly line of a proposed road known as Clinton Drive, as shown on a map entitled "Clinton Wood, Final Subdivision Plan", dated March 24, 1965 and revised August 3, 1965, said map having been filed in the Orange County Clerk's Office on September 2, 1965 as Map #2160, said point also being the northwesterly corner of the parcel herein described; and running thence along said southerly line of Clinton Road, South 50 degrees 28' 40" East, 85.00 feet to a point; thence still along said road line, on a curve to the left, having a radius of 150.00 feet, a chord of South 53 degrees 18' 12" East, 14.79 feet and an arc of 14.79 feet to a point; thence South 33 degrees 52' 15" West, 137.91 feet to a point in the division line between the lands of Vipat Realty Co., Inc. and lands now or formerly of Favino; thence still along said division line North 50 degrees 28' 40" West, 25.81 feet to a point; thence North 39 degrees 31' 20" East, 136.16 feet to the point or place of BEGINNING.

TOGETHER with the right of ingress and egress over the proposed Clinton Drive, as shown on the aforementioned subdivision plan, until such time as said road is dedicated to the Town of New Windsor.

BEING the same premises as conveyed by deed dated October 8, 1965 to Harriet M. D'Aiutolo and recorded in the Orange County Clerk's Office on November 3, 1965 in Liber 1728 of Deeds at Page 1002. Harriet M. D'Aiutolo died November 23, 1976, a resident of Orange County, leaving said property to her daughters, Harriet Buckner and Dorrene Marr Joyce by Will dated December 15, 1975.

# Certificate and Report of Title



Issued By

Title Number

JT-0-93490

## TRW Title Insurance of New York Inc.

TRW Title Insurance of New York Inc., a New York Corporation, (The Company) certifies to the Applicant named on the following page that an examination of title to premises described in SCHEDULE A has been made in accordance with its usual procedure and agrees to issue the ALTA (1990) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsement in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained after the closing of the transaction, in conformance with the requirements and procedures of The Company. The Company will except (i) All loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of The Company prior to such closing or issuance of the policy (ii) Any question or objection coming to the attention of The Company before the date of closing, or if there be no closing, before the issuance of the policy.

### CONDITIONS AND STIPULATIONS OF THIS CERTIFICATE AND REPORT OF TITLE

1. This Certificate shall be null and void:
  - (A) If the fees therefore are not paid;
  - (B) If the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact, or if any untrue answers are given to material inquiries by or on behalf of The Company;
  - (C) Upon delivery of the policy.
2. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy.
3. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, The Company assumes no liability except under its policy when issued.

The Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify The Company promptly.

Questions concerning the within certificate should be directed to:



Certified as of the 15th day of September, 19 93.

### TRW Title Insurance of New York Inc.

Certified by [Signature]

[Signature]  
President

ATTEST

Redated by \_\_\_\_\_

[Signature]

Secretary

Redated as of \_\_\_\_\_

**SCHEDULE A**

TITLE NO. JT-0-93490  
 EFFECTIVE DATE 9-15-93

Prepared for: Michael Vasseghi and Courtney Buckner

Premises: 45 Clintonwood Drive

County	Town/City	District	Sec	Block	Lot
Orange	New Windsor		19	4	38

Policy or Policies to be issued:

ALTA Owner's Policy 1990 (With N.Y. Endorsement Modifications) \$ \_\_\_\_\_  
 Proposed Insured:

ALTA Lender's Policy 1990 (With N.Y. Endorsement Modifications) \$ 53,000.00  
 Proposed Insured: MidCoast Mortgage Corporation  
 Its Successors and/or Assigns  
 Borrower: Michael Vasseghi and Courtney Buckner

The estate or interest in the land described or referred to in this Certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof is vested in:  
 Doreen Marr Joyce and Harriet Diane Buckner as Co-Executix  
 in the last will and testament of Harriet D'Aiutolo

[Source of title]

Harriet M. D'Aiutolo  
 by deed dated 10-8-65 recorded 11-3-65 Liber 1728 p 1002  
 made by Vipat Realty Co., Inc.

The land referred to in this Certificate is described as follows:  
 (If not described here, as on page 2 of this Schedule).

NOTE: This Certificate is intended for lawyers only. Such exceptions as may be set forth herein may effect marketability of title. Your lawyer should be consulted before taking any action based upon the contents hereof. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.



## SCHEDULE B

TITLE NO. JT-0-93490

The policy will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following exceptions unless they are disposed of to our satisfaction:

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein ( none ). Detailed statement within.
3. Any state of facts which an accurate survey might show.  
or  
Survey exceptions set forth herein.
4. Rights of tenants or persons in possession.
5. Covenants, conditions, easements, leases, agreements of record etc., more fully set forth in Schedule herein:  
none
6. Proof is required to show that Harriet Buckner and Doreen Joyce has not been known by any other name in the 10 years last past. If she has been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.
7. Searches have been run against the name Michael Vasseghi and Courtney Buckner and returns, if any, appear herein.
8. Application indicates title is vested in Harriet Buckman and Doreen Joyce, whereas record title is found as certified. This must be satisfactorily explained.
9. Proof is required to show that the person executing deed or mortgage at closing is the same person as the grantee in deed in Liber 1728 at cp 1002, the certified owner herein.
10. If power of attorney made by Ronald H. Buckner to Harriet Buckner, attorney-in-fact, dated 3-25-92 recorded 4-8-92 Liber 3586 p 40 is to be used, proof is required to show that said power of attorney has not been revoked and that the donor of the power is alive and competent at the time of the execution and delivery of the deed to be made thereunder which must state the full consideration.

NOTE: If the subject transaction is one involving a sale subject to the mortgage(s) returned in item number 2 above, and since many lenders now have the mortgage instrument state that the debt will become due and payable the option of the mortgagee upon any transfer of title, it is recommended that the applicant examine the mortgage document(s) as well as the note(s) and bond(s) and any agreement modifying said mortgage(s) or make inquiry of the mortgagee of the current terms of such instruments especially with respect to acceleration of the maturity date in case of sale. Upon request, we will obtain and furnish a copy of the recorded mortgage(s) for cost.

SCHEDULE B CONTINUED

11. If power of attorney made by Harriet D. Buckner to Ronald H. Buckner, attorney-in-fact, dated 3-25-92 recorded 4-8-92 Liber 3586 p 43 is to be used, proof is required to show that said power of attorney has not been revoked and that the donor of the power is alive and competent at the time of the execution and delivery of the deed to be made thereunder which must state the full consideration.
12. 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.
13. The amount of acreage is not insured.
14. No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike, or highway in front of or adjoining the premises described in Schedule "A" or which may cross over the same.
15. Subject to rights and easements, if any acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
16. No personal inspection having been made by this Company, policy will except any state of facts an inspection would disclose.
17. The courses stated in the description will not be insured in the absence of a satisfactory survey certified to the Company.
18. Riparian rights, if any, in favor of the premises herein are not insured.
19. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.

**SCHEDULE A** (Description)

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, N.Y., bounded and described as follows:

Beginning at a point in the southerly line of a proposed road known as Clinton Drive, as shown on a map titled "Clinton Wood, Final Subdivision Plan", dated 24 March 1965, and revised 3 August 1965, said map having been filed in the Orange County Clerk's Office on the 2nd day of September, 1965, as map #2160, said point also being the northwesterly corner of the parcel herein described, and running thence along said southerly line of Clinton Rd. S 50° 28' 40" E, 85.00' to a point; thence, still along said road line, on a curve to the left having a radius of 150.00', a chord of S 53° 18' 12" E, 14.79' and an arc of 14.79' to a point; thence S 33° 52' 15" W, 137.91' to a point in the division line between the lands of Vipat Realty Co., Inc. and lands now or formerly of Favino; thence along said division line N 50° 15' 00" W, 87.54' to a point; thence, still along said division line, N 50° 28' 40" W, 25.81' to a point; thence N 39° 31' 20" E, 136.16' to the point or place of beginning.

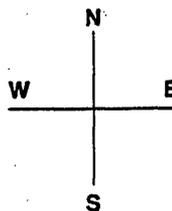
# TRW Title Insurance of New York Inc.

TAX SEARCH

TITLE NO.  
JT-0-93490

Harriet D'Auitolo

45 Clintonwood Drive  
T/O New Windsor



The tax search made herein covers only the premises shown on diagram, and no search is made against any part of the street on which said premises abut.

Section 19                      Block 4                      Lot 38

Assessed Valuation

Land \$ 8,800.00

Total \$ 24,000.00

Newburgh School District

Some items returned hereon may have been paid but payment not officially posted. Receipted bills should be produced on closing. Policy does not insure against items not a lien up to the date of the policy, nor for installments for assessments due after date of this policy. Policy does not insure against pending assessments.

If premises are benefitted by a Real Estate Tax Abatement personal to an exempt owner; additional taxes may accrue or may have accrued due to a change in ownership or possession. Any restored taxes from the date of transfer of title or possession from the exempt owner, must be fixed and paid prior to closing of title.

1993 State, Town and County Taxes \$1147.44 Paid 1-7-93

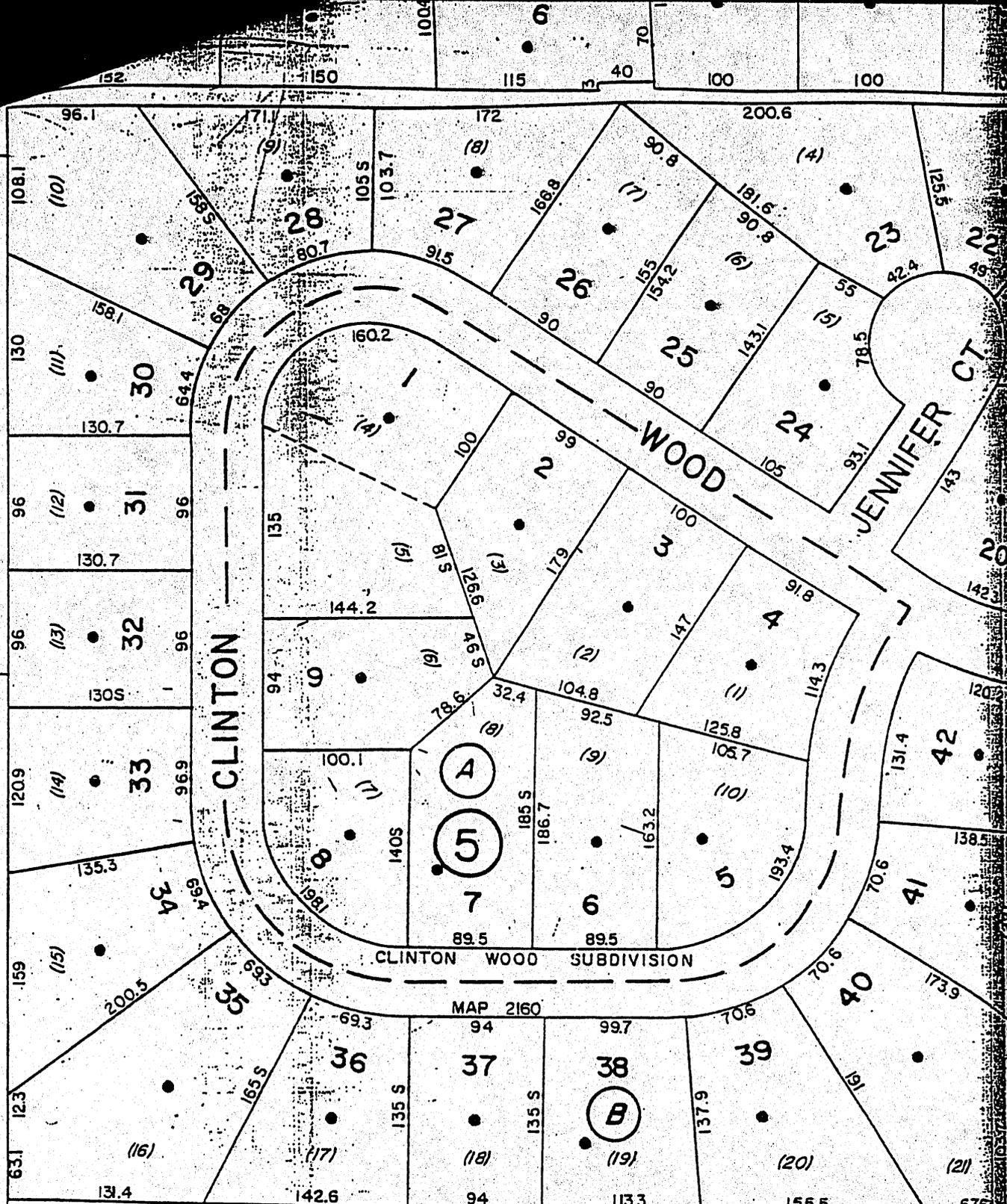
1992 State, Town and County Taxes \$1139.77 1-7-92

1993/94 School Taxes to Follow

## FOR INFORMATION:

The policy does not insure against water meter and sewer rental charges accruing since the date of the last reading, nor charges which may have accrued prior thereto which charges are entered subsequent to the date of the closing.

The policy does not insure against building purpose, water frontage charges or sewer rent charges entered subsequent to the date of the policy which may have been reassessed for periods prior to the date of the closing.



CLINTON WOOD SUBDIVISION

MAP 2160



*T. H. Williams*

1938

1938

**MORTGAGE**

**Disposition**

**Mortgagor**

NONE

**Amount \$**

**Dated**

**Recorded**

**Mortgagee**

**Reel }  
Liber }**

**p.**

The above mortgage, unless it is to be insured, will appear as an exception in our title policy if not satisfied or otherwise disposed of. If its status is in any way changed prior to closing, please notify the company. Inasmuch as the provisions of a mortgage are often modified by unrecorded agreements, and since all the terms and conditions of the above mortgage are not set forth, we suggest that you contact the mortgagee for further information.

MUNICIPAL DEPARTMENTAL SEARCHES

For Information Only

Searches made by Department of Buildings:

Certificate of Occupancy Letter Attached

Searches made by Fire Department:

Not Applicable

Searches Made By Highway Department:

Clintonwood Drive is Town Maintained



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

1763

SEPTEMBER 22, 1993

J.T. ABSTRACT, INC.  
717 BROADWAY  
NEWBURGH, N.Y. 12550

PROPERTY ASSESSED TO: ESTATE OF BUCKNER AND JOYCE  
45 CLINTONWOOD DRIVE  
NEW WINDSOR, N.Y. 12553  
SECTION 19, BLOCK 4, LOT 38

DEAR SIRs:

PLEASE BE ADVISED THAT THE ABOVE REFERENCED STRUCTURE WAS BUILT 1872 WHICH WAS PRIOR TO THIS TOWN ADOPTING BUILDING AND ZONING CODES IN 1966. THEREFORE, THERE IS NO CERTIFICATE OF OCCUPANCY NOR IS ONE REQUIRED.

THE ASSESSOR'S RECORDS INDICATES THE REMOLDING OF THE STRUCTURE IN 1968 WITHOUT A BUILDING PERMIT.

CLINTONWOOD DRIVE IS OWNED AND MAINTAINED BY THE TOWN OF NEW WINDSOR.

THIS LETTER HAS BEEN PREPARED AFTER INSPECTION OF THE RECORDS AVAILABLE IN THE TOWN HALL. THE RECORDS INDICATE THAT THERE ARE VIOLATIONS AT THE SUBJECT PREMISES. NO PERSONAL INSPECTION WAS MADE BY THE UNDERSIGNED FOR THE PURPOSE OF PREPARING THIS LETTER. THE TOWN OF NEW WINDSOR DOES NOT REPRESENT THAT THERE ARE NO OTHER VIOLATIONS AT THE SUBJECT PREMISES, HOWEVER, THE TOWN WILL REPRESENT THAT IT HAS NO KNOWLEDGE OF ANY OTHER VIOLATIONS AT THE SUBJECT PREMISES.

THE INSPECTION OF THE RECORDS WAS PERFORMED AT THE REQUEST OF AN INTERESTED PARTY. THE TOWN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY BE SUFFERED BY THE INTERESTED PARTY OR ANY OTHER PARTY WHO MAY RELY ON THE CONTENTS OF THIS LETTER.

TITLE #9 NYCRR REQUIRES THAT A SMOKE DETECTOR BE INSTALLED PRIOR TO THE SALE OF THESE PREMISES. PLEASE SUBMIT TO THE FIRE INSPECTOR AT THE ABOVE ADDRESS THE ENCLOSED AFFIDAVIT OF COMPLIANCE INDICATING THAT A SMOKE DETECTOR HAS BEEN INSTALLED AND IS IN OPERATION.

VERY TRULY YOURS,

*Michael Babcock*

MICHAEL BABCOCK  
BUILDING INSPECTOR

*J.M.*

MB:ldm

# REPORT OF CLOSING

Title closed at office of \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_

By delivery of the following instruments:

DEED (Designate Kind)

By \_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_  
Dated \_\_\_\_\_  
Insured for \$ \_\_\_\_\_

G.I. - F.H.A. - CONVENTIONAL  
MORTGAGE (Designate Kind)

By \_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_  
Dated \_\_\_\_\_  
Amount, \$ \_\_\_\_\_ payable in \_\_\_\_\_  
Insure for \$ \_\_\_\_\_

DEED (Designate Kind)

By \_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_  
Dated \_\_\_\_\_  
Cons. \$ \_\_\_\_\_  
Insure for \$ \_\_\_\_\_

MORTGAGE (Designate Kind)

By \_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_  
Amount, \$ \_\_\_\_\_ Dated \_\_\_\_\_  
Insure for \$ \_\_\_\_\_

## ASSIGNMENT OF MORTGAGE

By \_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_  
Dated \_\_\_\_\_  
Assigns Mortgage Recorded in L. \_\_\_\_ Mp. \_\_\_\_ Sec. \_\_\_\_  
Insured for \$ \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_  
Dated \_\_\_\_\_  
Cons. \$ \_\_\_\_\_  
Assigns Mortgage Recorded in L. \_\_\_\_ Mp. \_\_\_\_ Sec. \_\_\_\_  
Insure for \$ \_\_\_\_\_

## SATISFACTION OF MORTGAGE

By \_\_\_\_\_  
\_\_\_\_\_  
Dated \_\_\_\_\_  
Satisfies Mortgage Recorded in L. \_\_\_\_ Mp. \_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Dated \_\_\_\_\_  
Satisfies Mortgage Recorded in L. \_\_\_\_ Mp. \_\_\_\_

## OTHER CLOSING INSTRUMENTS

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

## Parties Present At Closing

Attorney for Seller \_\_\_\_\_ Address \_\_\_\_\_ Tel. \_\_\_\_\_  
Attorney for Purchaser \_\_\_\_\_  
Attorney for Lender \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fee Policy to be sent to: \_\_\_\_\_ Address \_\_\_\_\_  
Mortgage Policy to be sent to: \_\_\_\_\_ Address \_\_\_\_\_

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

**THIS INDENTURE**, made the 26th day of October .nineteen hundred and ninety three  
**BETWEEN**

HARRIET BUCKNER, residing at 21 Stonecrest Drive, New Windsor, New York and  
DORRENE MARR JOYCE, residing at Taft Avenue, Montgomery, New York

party of the first part, and

COURTNEY BUCKNER and MICHAEL VASSEGHI, residing at  
45 Clintonwood Drive, New Windsor, New York 12553 as  
Tenants in Common

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

SEE SCHEDULE "A" ATTACHED

**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

HARRIET BUCKNER, residing at 21 Stonecrest Drive, New Windsor, New York and  
DORRENE MARR JOYCE, residing at Taft Avenue, Montgomery, New York

party of the first part, and

COURTNEY BUCKNER and MICHAEL VASSEGHI, residing at  
45 Clintonwood Drive, New Windsor, New York 12553 as  
Tenants in Common

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

SEE SCHEDULE "A" ATTACHED

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.

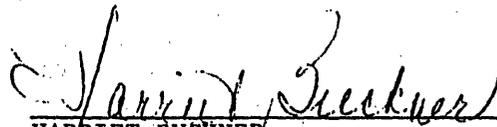
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

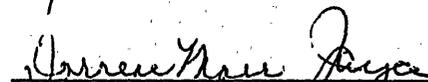
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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:

  
HARRIET BUCKNER

  
DORRENE MARR JOYCE

STATE OF NEW YORK, COUNTY OF ORANGE

On the 26th day of October 19 93 , before me personally came

HARRIET BUCKNER and DORRENE MARR JOYCE

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

NOTARY PUBLIC - STATE OF NEW YORK

JERALD FIEDELHOLTZ  
Notary Public, State of New York  
Residing in Orange County  
No. 1208805  
Commission Expires May 31, 1994

STATE OF NEW YORK, COUNTY OF

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

that he is the of

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

BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

HARRIET BUCKNER and DORRENE MARR JOYCE

TO

COURTNEY BUCKNER and MICHAEL VASSEGHI

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

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

Acknowledgment by Attorney in Fact

State of New York  
County of ss.:

On this day of , 19 , before me personally came

to me personally known to be the person described and appointed attorney in fact in such and by a certain power of attorney executed by

dated , 19 , and recorded in the Office of the Clerk of County on the day of , 19 , (or to be recorded in the Office of the of County simultaneously with the foregoing instrument) and acknowledged to me that he had executed the foregoing instrument as the act of the said

SECTION 19  
BLOCK 4  
LOT 38  
COUNTY OR TOWN New Windsor

RETURN BY MAIL TO:

NOTARY PUBLIC - STATE OF NEW YORK

JERALD FIDELHOLTZ  
Notary Public, State of New York  
Residing in Orange County  
No. 1206885  
Commission Expires May 31, 1979

STATE OF NEW YORK, COUNTY OF

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

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

executed the same.

Acknowledgment by Attorney in Fact

State of New York  
County of \_\_\_\_\_ ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

to me personally known to be the person described and appointed attorney in fact in such and by a certain power of attorney executed by \_\_\_\_\_

dated \_\_\_\_\_, 19\_\_\_\_, and recorded in the Office of the Clerk of \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, (or to be recorded in the Office of the \_\_\_\_\_ of \_\_\_\_\_ County simultaneously with the foregoing instrument) and acknowledged to me that he had executed the foregoing instrument as the act of the said \_\_\_\_\_

BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS

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

HARRIET BUCKNER and DORRENE MARR JOYCE

TO

COURTNEY BUCKNER and MICHAEL VASSEGHI

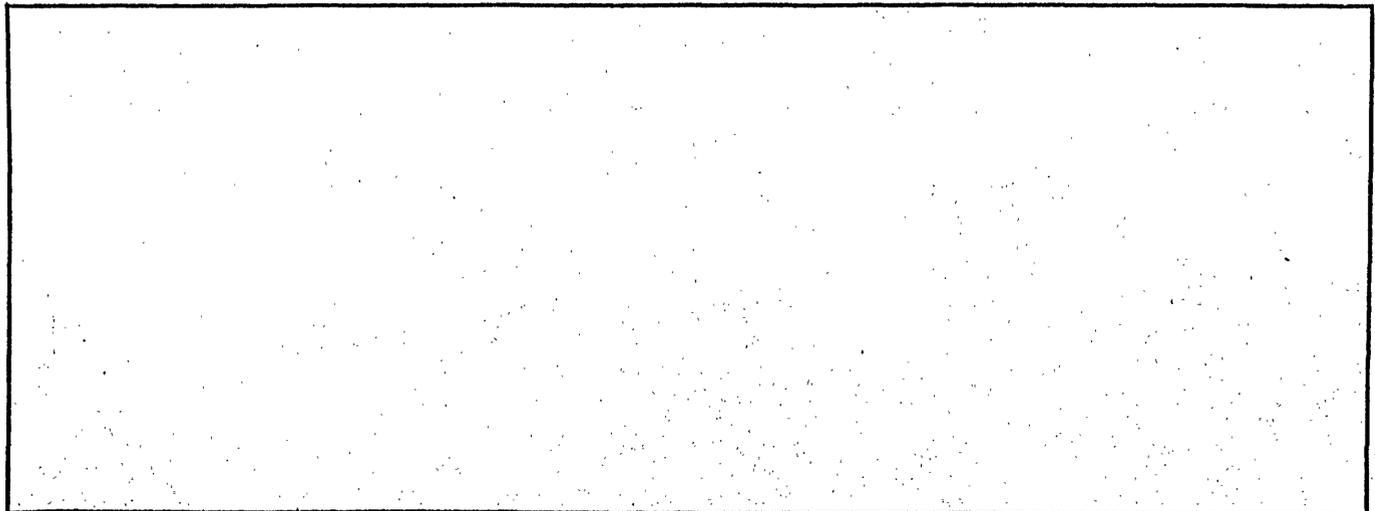
SECTION 19  
BLOCK 4  
LOT 38  
COUNTY OR TOWN New Windsor

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
**AFFIRMATIVE ABSTRACT INC.**  
P.O. Box 4552  
New Windsor, New York 12553

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

B-3290  
RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



SCHEDULE "A".

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

BEGINNING at a point in the southerly line of a proposed road known as Clinton Drive, as shown on a map titled "Clinton Wood, Final Subdivision Plan", dated 24 March 1965, and revised 3 August 1965, said map having been filed in the Orange County Clerk's Office on the 2nd day of September, 1965, as map #2160, said point also being the northwesterly corner of the parcel herein described, and running thence along said southerly line of Clinton Rd. S 50° 28' 40" E, 85.00' to a point; thence, still along said road line, on a curve to the left having a radius of 150.00', a chord of S 53° 18' 12" E, 14.79' and an arc of 14.79' to a point; thence S 33° 52' 15" W, 137.91' to a point in the division line between the lands of Vipat Realty Co., Inc., and lands now or formerly of Favino; thence, still along said division line, N 50° 28' 40" W, 25.81' to a point; thence N 39° 31' 20" E, 136.16' to the point or place of beginning.

ALSO being known as Lot #19, Block B, Subdivision Clinton Wood.

TOGETHER with the right of ingress and egress over the proposed Clinton Drive, as shown on the aforementioned subdivision plan, until such time as said road is dedicated to the Town of New Windsor.

BEING the same premises in deed dated 8 day of October, 1965, to Harriet M. D'Aiutolo and recorded in the Orange County Clerk's Office on 3rd day of November, 1965 in Liber 1728 of Deeds at page 1002. Harriet M. D'Aiutolo having died 23rd day of November, 1976, leaving said property to her daughters Harriet Buckner and Dorrene Marr Joyce in Will dated 15th day of December, 1975.

*Said premises being further described as follows:*

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, New York, bounded and described as follows:

BEGINNING at a point in the southerly line of a road known as Clinton Wood Drive, as shown on a map entitled "Clinton Wood, Final Subdivision Plan", dated March 24, 1965, and revised August 3, 1965, said map having been filed in the Orange County Clerk's Office on the 2nd day of September 1965, as map #2160, said point also being the northwesterly corner of the parcel herein described, and running thence along said southerly line of Clinton Wood Road S 50° 28' 40" E, 85.00' to a point; thence; still along said road line, on a curve to the left having a radius of 150.00', and arc distance of 14.79' to a point; thence S 33° 52' 15" W, 137.91' to a point thence; N 50° 15' 00" W, 87.54' to a point; thence, N 50° 28' 40" W. 25.81' to a point; thence N 39° 31' 20" E, 136.16' to the point or place of beginning.

**ROBERT D. KALAKA, L.S., P.C.**

N.Y.S. Licensed Land Surveyor  
P.O. Box 250  
Wappingers Falls, New York 12590

Phone: (914) 297-5229

Fax: (914) 297-5166

Date: 09/22/93  
Job Number: 325

Property Description

Michael R. Vasseghi & Courtney M. Buckner

All that tract or parcel of land situate in the Town of New Windsor, County of Orange, State of New York, being Lot 19 Block B as shown on a filed map entitled "Final Subdivision Plan - Clinton Wood", said filed map being filed in the Orange County Clerk's Office on September 2, 1965 as Map No. 2160, bounded and described as follows:

Beginning at a point on the southwesterly line of Clinton Wood Drive, said point being the intersection of the southwesterly line of Clinton Wood Drive with the southeasterly line of Lot 18 Block B as shown on said field Map No. 2160, being lands now or formerly Risco (L.2264 P.493); thence along the southwesterly line of Clinton Wood Drive, South 50-28-40 East 85.00' and on a curve to the left having a radius of 150.00' for a distance of 14.79' to a point; thence along Lot 20 Block B as shown on said filed Map No. 2160, being lands now or formerly Cook (L.2283 P.940), South 33-52-15 West 137.91' to a point; thence along lands now or formerly St. Francis of Assisi Cemetery, North 50-15-00 West 87.54' and along a stone wall North 50-28-40 West 25.81' to a point; thence along Lot 18 Block B as shown on said field Map No. 2160 being lands now or formerly Risco (L.2264 P.493), North 39-31-20 East 136.16' to the point or place of beginning. Containing 0.33 of an acre of land, more or less.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

36

December 16, 1993

Michael R. Vasseghi & Courtney M. Buckner  
45 Clintonwood Dr.  
New Windsor, NY 12553

Re: Tax Map Parcel: 19-4-38

Dear Mr. Vasseghi:

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 \$55.00, minus your deposit of \$25.00. Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook (cad)*

LESLIE COOK  
Sole Assessor

LC/cad  
Attachments  
cc: Pat Barnhart

Resnick, Herbert R. & Shirley C.  
176 Quassaick Ave.  
New Windsor, NY 12553

Mattaroccia, Anthony & Joan A.  
11 Clintonwood Dr.  
New Windsor, NY 12553

O'Leary, Dr. Arthur G. & Catherine  
15 Clintonwood Dr.  
New Windsor, NY 12553

Krieger, Jane R.  
17 Clintonwood Dr.  
New Windsor, NY 12553

Scruggs, William B. Jr. & Jean H.  
19 Clintonwood Dr.  
New Windsor, NY 12553

Mangan, James P. & Linda D.  
21 Clintonwood Dr.  
New Windsor, NY 12553

Howard, Arthur R. & Catherine E.  
29 Clintonwood Dr.  
New Windsor, NY 12553

Atkins, Talmadge Jr. W. & Georgia M.  
31 Clintonwood Dr.  
New Windsor, NY 12553

Altomare, Phillip & Antoinette  
33 Clintonwood Dr.  
New Windsor, NY 12553

Brisman, Jerome & Gloria  
35 Clintonwood Dr.  
New Windsor, NY 12553

Caballero, Ludivinia G.  
37 Clintonwood Dr.  
New Windsor, NY 12553

Sorrentino, Emma P.  
39 Clintonwood Dr.  
New Windsor, NY 12553

Novak, Glenn A. & Martha Rossi-Novak  
41 Clintonwood Dr.  
New Windsor, NY 12553

Lazarski, James & Priscilla  
43 Clintonwood Dr.  
New Windsor, NY 12553

Trifilo, Robert J. & Patricia A.  
47 Clintonwood Dr.  
New Windsor, NY 12553

Feitler, David & Suzanna  
49 Clintonwood Dr.  
New Windsor, NY 12553

Bloomer, Frank & Stephanie L.  
51 Clintonwood Dr.  
New Windsor, NY 12553

Formato, James & Sharon  
53 Clintonwood Dr.  
New Windsor, NY 12553

Weisblatt, Phyllis  
83 River Rd.  
Ulster Park, NY 12487

Parson, Reginald S. & Sandra L.  
9 Doral Dr.  
New Windsor, NY 12553

Tomashevski, Richard F. & Patricia A.  
4 Doral Dr.  
New Windsor, NY 12553

Moore, A. Catherine  
c/o Mrs. Plumstead  
6 Doral Dr.  
New Windsor, NY 12553

Keeler, William F. & Eileen  
192 Quassaick Ave.  
New Windsor, NY 12553

Nugent, James E. Jr. & Kathleen J.  
194 Quassaick Ave.  
New Windsor, NY 12553

Babcock, John Jr. & Colleen  
23 Myrtle Ave.  
New Windsor, NY 12553

The Church of St. Francis Asissi  
145 Benkard Ave.  
Newburgh, NY 12550

Cedar Avenue Trailer Park, Inc.  
c/o Frank J. Miele  
Hi-View Dr. RD 6  
Carmel, NY 10512

Sharma, Surendra & Rita  
22 Clintonwood Dr.  
New Windsor, NY 12553

Decausemaker, Edward B. & Elizabeth M.  
20 Clintonwood Dr.  
New Windsor, NY 12553

Siper, Sheldon & Arlene  
18 Clintonwood Dr.  
New Windsor, NY 12553

Fox, James J. & Ann  
36 Clintonwood Dr.  
New Windsor, NY 12553

Camerino, Nicholas M. & Gloria V.  
34 Clintonwood Dr.  
New Windsor, NY 12553

Bucsay, Zoltan A. & Viola K.  
32 Clintonwood Dr.  
New Windsor, NY 12553

Scott, Roberta  
30 Clintonwood Dr.  
New Windsor, NY 12553

Marshall, Marie & Brian  
28 Clintonwood Dr.  
New Windsor, NY 12553

Goldman, Stanley & Claudia  
26 Clintonwood Dr.  
New Windsor, NY 12553

Prelim.  
Nov. 8, 1993  
7:30 pm.  
#93-51

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 10-20-93

~~Harriet Buckner~~ <sup>Doreen</sup> Joyce (owner)

APPLICANT: COURTNEY BUCKNER - MICHAEL VESSEGGHI (OWNER)  
45 CLINTON WOOD DRIVE  
NEW WINDSOR NY.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: 10-20-93

FOR (BUILDING PERMIT): ALTERATIONS + ADDITION

LOCATED AT: 45 CLINTON WOOD DRIVE

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION 19 BLOCK 4 LOT 38

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. REAR YARD REQ 40'
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
--------------	-----------------------	------------------

DATE: 10-20-93

~~HARriet Buckner Joyce~~ <sup>Doraen</sup> Joyce (owner)

APPLICANT: COURTNEY BUCKNER - MICHAEL VESSEGI (owner)  
45 CLINTON WOOD DRIVE  
NEW WINDSOR NY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: 10-20-93

FOR (BUILDING PERMIT): ALTERATIONS + ADDITION

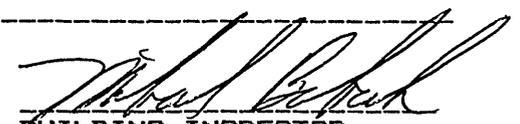
LOCATED AT: 45 CLINTON WOOD DRIVE

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION 19 BLOCK 4 LOT 38

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

1. REAR YARD REQ 40'
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: <u>R4</u> USE <u>A-10</u>	_____	_____
MIN. LOT AREA	_____	_____
MIN. LOT WIDTH	_____	_____
REQ'D FRONT YD	_____	_____
REQ'D SIDE YD	_____	_____
REQ'D TOTAL SIDE YD	_____	_____
REQ'D REAR YD. <u>40' FT</u>	<u>15' FT</u>	<u>25' FT</u>
REQ'D FRONTAGE	_____	_____
MAX. BLDG. HT.	_____	_____
FLOOR AREA RATIO	_____	_____
MIN. LIVABLE AREA	_____	_____
DEV. COVERAGE	_____	_____

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

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

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

PLEASE PRINT INFORMATION

Name of Owner of Premises COURTNEY BUCKNER - MICHAEL VESSECHT  
Address 45 Clintonwood DR. Phone 562-8039  
Name of Architect GERRY SHERMAN  
Address 459 STATION RD. SALEMILLS NY Phone 914-496-6833  
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 \_\_\_\_\_ side of CLINTONWOOD DRIVE  
(N.S.E. or W.)  
and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_

APPROVAL OF ONE OF THESE INSPECTIONS, IT IS THE POLICY OF THE TOWN 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.
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 State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER  
 If applicant is a corporation, signature of duly authorized officer.

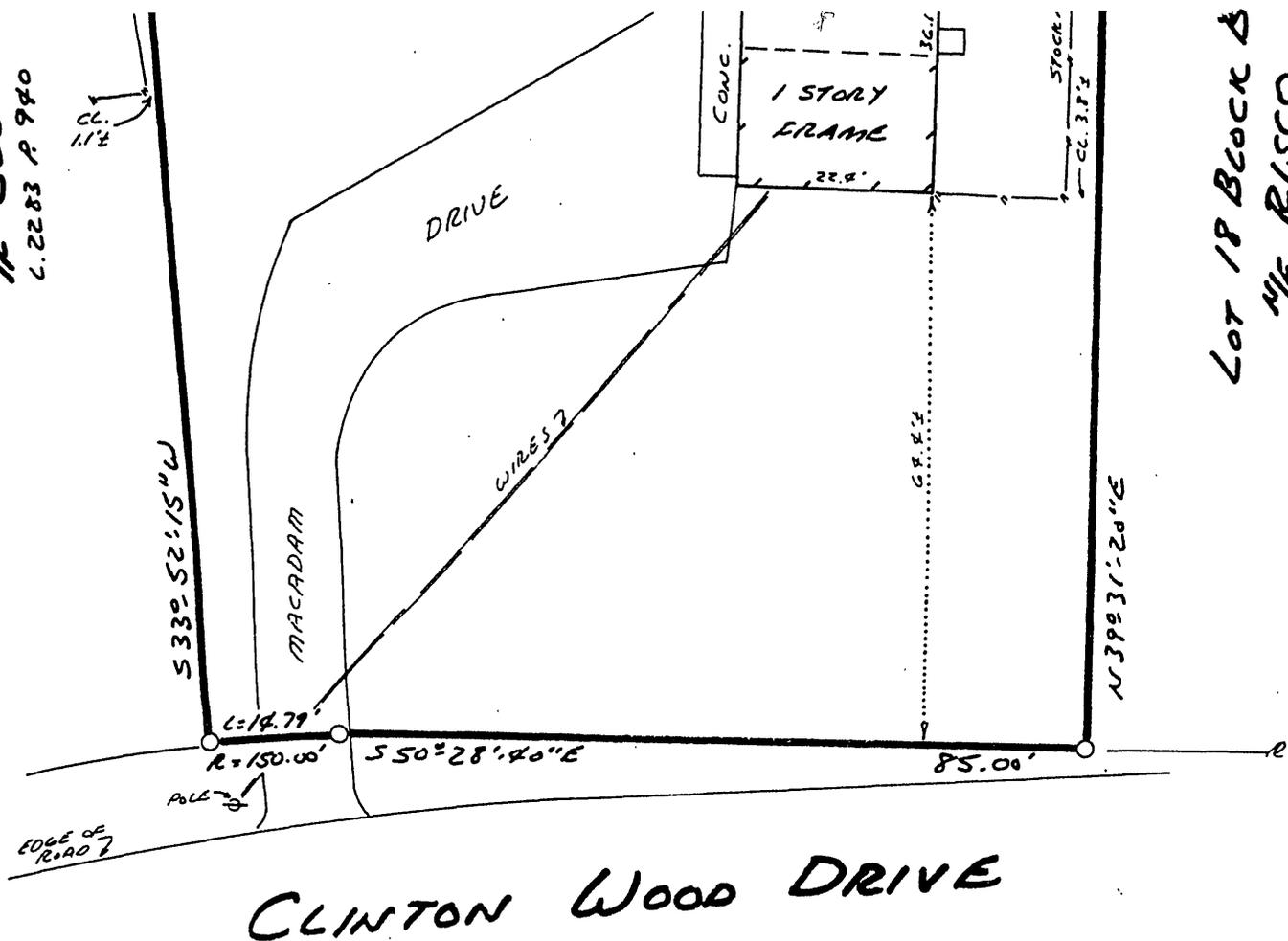
(Name and title of corporate officer)

1. On what street is property located? On the \_\_\_\_\_ side of CLINTONWOOD DRIVE  
 and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_  
 (N.S.E. or W.)
2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Tax Map description of property: Section 19 Block 4 Lot 38
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.  
 a. Existing use and occupancy ONE FAMILY b. Intended use and occupancy ONE FAMILY
5. Nature of work (check which applicable): New Building \_\_\_\_\_ Addition  Alteration \_\_\_\_\_ Repair \_\_\_\_\_  
 Removal \_\_\_\_\_ Demolition \_\_\_\_\_ Other \_\_\_\_\_
6. Size of lot: Front Rear 85' Depth 136' Front Yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Side Yard \_\_\_\_\_  
 Is this a corner lot? \_\_\_\_\_
7. Dimensions of entire new construction: Front 20 Rear 20 Depth 16 Height \_\_\_\_\_ Number of stories 2
8. If dwelling, number of dwelling units \_\_\_\_\_ Number of dwelling units on each floor \_\_\_\_\_  
 Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Toilets \_\_\_\_\_  
 Heating Plant: Gas \_\_\_\_\_ Oil \_\_\_\_\_ Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_  
 If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost \_\_\_\_\_ Fee 1 (to be paid on this application)
11. School District \_\_\_\_\_  
TO BE PAID WHEN VARRANCE

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.



Lot 20 Block A  
M/F COOK  
L. 2283 P. 990



Lot 18 Block B  
M/F RISCO  
L. 2268 P. 893

CLINTON WOOD DRIVE

SURVEY MAP  
LOT 19 BLOCK B

FINAL SUBDIVISION PLAN - CLINTON WOOD\*

TOWN OF NEW WINDSOR  
SCALE 1" = 20'

DUTCHESS COUNTY, N.Y.  
SEPTEMBER 22, 1993

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MAP, MARKED WITH AN ORIGINAL OF THIS LAND SURVEYOR'S EMBOSSED SEAL, SHALL BE CONSIDERED VALID, TRUE COPIES. CERTIFICATION INDICATED HEREON SIGNIFIES THAT THIS MAP WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION ON OR BEFORE THE DATE OF THIS MAP, AND IN MY OPINION AND BELIEF TO BE TRUE AND CORRECT. CERTIFICATION SHALL ONLY RUN TO THE PERSON FOR WHOM THIS SURVEY WAS PREPARED, AND ON HIS/HER BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY, AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATION IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. UNDERGROUND IMPROVEMENTS OR ENCLAVEMENTS, IF ANY, ARE NOT SHOWN.

ROBERT D. KALAKA, L.L.S.

P.O. Box 250

WAPPINGERS FALLS, N.Y. 12590

CERTIFICATION LIST:

MICHAEL R. VASSECHI

COURTNEY M. BUCKNER

T&W TITLE INSURANCE OF NEW YORK, INC.

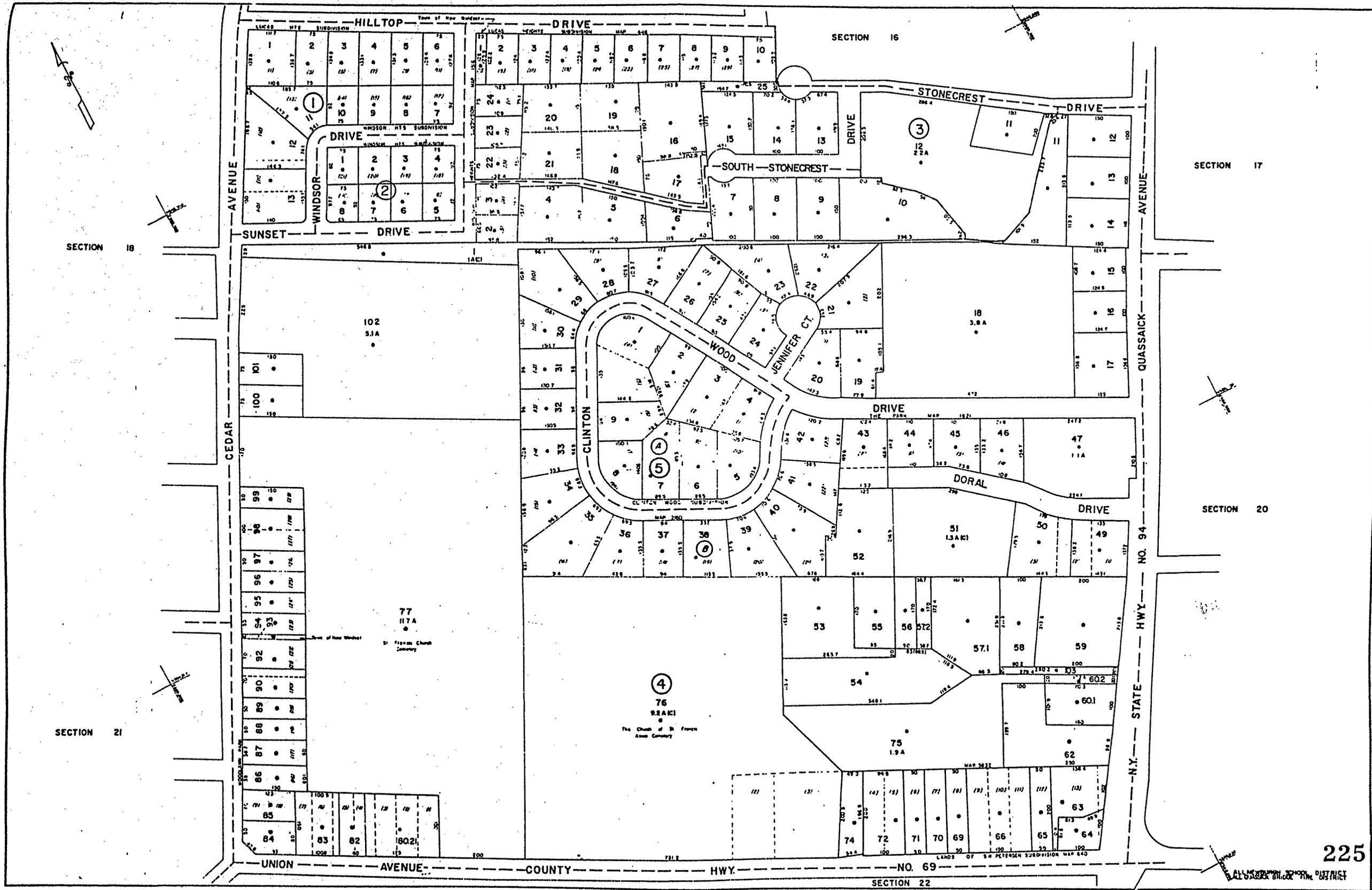
MIDCOAST MORTGAGE CORPORATION, ITS

SUCCESSORS AND/OR ASSIGNS

325

\* FILED MAP NO. 2160, FILED IN THE  
O.C.C.O. SEPT. 2, 1995





Prepared by  
**AERO SERVICE CORPORATION**  
 1000 ROUTE 91, SUITE 100, WEST HAVEN, CT 06611  
**FOR TAX PURPOSES ONLY**  
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
PROPERTY LINE	SUBDIVISION LINE	TAX MAP BLOCK NO.	INFO PLAN BLOCK NO.
ADJACENT LOT LINE	SECTION LINE	TAX MAP PARCEL NO.	INFO PLAN LOT NO.
WATER LINE	STREAM	ADDRESS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAM	DIMENSIONS	COUNTY HIGHWAYS
			TOWN ROADS

## ORANGE COUNTY~NEW YORK

Photo No. 14-3132 Date of Map: 9-24-67  
 Date of Photo: 3-1-63 Date of Revision: 3-1-91  
 Scale: 1" = 100'

## TOWN OF NEW WINDSOR

Section No. 19