

ZB# 94-44

Judith Lovano

57-1-48.1

Prelim.

December 19, 1994.

Peter King

Sent App. out 12/21/94

Notice of Deferral 3/20/95.

~~Sent out 3/24/95.~~

Public Hearing:

April 10, 1995.

Copy of Deed - 4

fees it

Photoset

Area Variance

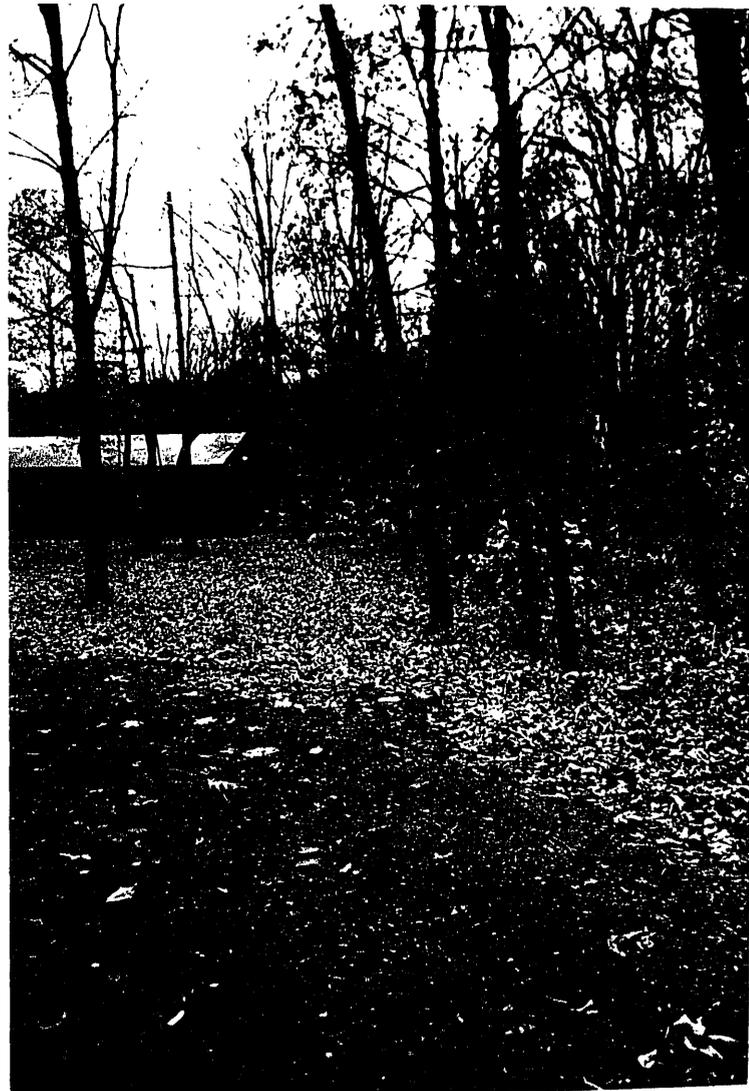
approved

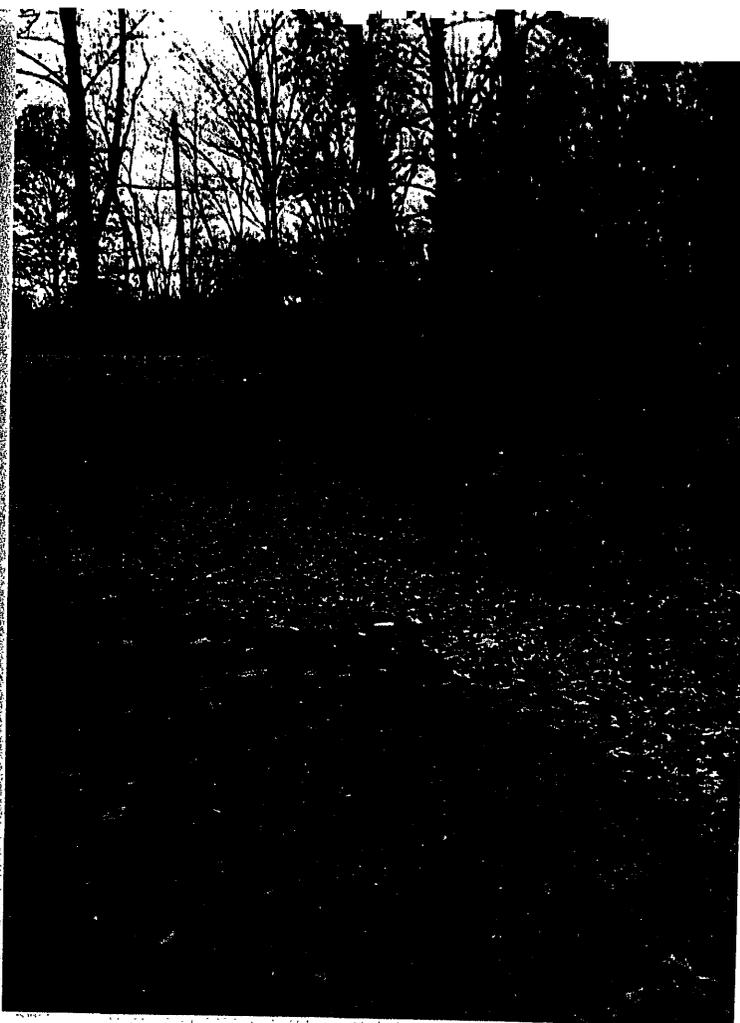
4/10/95.

57-1-48.1

Refund: \$185.00

#94-44 - Lovano, Judith
Area - 57-1-48.1





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

GENERAL RECEIPT

14768

March 20 1925

Received of Judith Silverman Howard \$ 50.00
Fifty and 00/100 DOLLARS

For Variance Fee zoning Board #94-44

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>ck# 302</u>		<u>\$50.00</u>

By Dorothy N. Hanson
Town Clerk
Title

JUDITH SILVERMAN LOVANO
JOSEPH S. LOVANO
 66 BEAVER BROOK RD.
 NEW WINDSOR, NY 12553

50-235 620
 219

302

20 March 1995

PAY TO THE ORDER OF Town of New Windsor \$ 50.00

Fifty and no/100 DOLLARS

THE BANK OF NEW YORK
 7 WEST MAIN ST. WASHINGTONVILLE, N.Y. 10992

MEMO Variance Fee ZBA #94-44 *J Lovano*

⑆021902352⑆ ⑆68005872⑆00⑆

DNY 617E 00

DNY 617E 00

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MEMO Variance Fee ZBA #94-44 *J Lovano*

7 WEST MAIN ST. WASHINGTONVILLE, N.Y. 10992

THE BANK OF NEW YORK

PAY TO THE ORDER OF Town of New Windsor \$ 300.00

Three hundred and no/100 DOLLARS

20 March 1995

JUDITH SILVERMAN LOVANO
JOSEPH S. LOVANO
 66 BEAVER BROOK RD.
 NEW WINDSOR, NY 12553

50-235 620
 219

303

-----x
In the Matter of the Application of

JUDITH LOVANO,

DECISION GRANTING
AREA VARIANCE

#94-44.

-----x

WHEREAS, JUDITH LOVANO, 66 Beaver Brook Road, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for relief of Section 48-14A(4) of the Supplementary Yard Regulations in order to construct a two-car detached garage at the above premises in an R-4 zone; and

WHEREAS, a public hearing was held on the 10th day of April, 1995, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared before the Board for this proposal; and

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

WHEREAS, no one spoke and there was no opposition to the application before the Board; 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 presented by the applicant showed that:

(a) The subject property is a one-family home located in a neighborhood of one-family homes.

(b) This property is located on a large lot having the size of approximately 3 1/2 acres.

(c) The applicant seeks permission to build a detached garage. The property currently does not have a garage and the existence of a detached garage is an allowed accessory use in that zone.

(d) The proposed location for such garage is the only location that will not interfere with the existing groundwater and/or drainage conditions.

(e) The proposed garage could not fit within the existing side yards.

(f) The main building is set 400 ft. from the roadway and is screened from the roadway by vegetation.

(g) The proposed location of the garage is closer to the road than the main house but is still screened from view by vegetation and if located where proposed would still be approximately 300 ft. from the roadway.

(h) The garage will be finished and will be similar in appearance to the main house.

(j) The main house is oriented so that the house actually faces away from the road and the proposed garage would be in the back yard of the premises as it is used. Because of the legal requirements pertaining to this property, the proposed garage would technically be located in the front yard for purposes of determining location and setback but would appear to all persons to be located in the back yard.

(k) The proposed location of the garage would require less disturbance or removal of existing vegetation than would be the case in any other location.

(l) Any other location other than that proposed would require the enlargement of the driveway parking area which serves the garage and so would require the removal or disturbance of additional vegetation.

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 applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is substantial in relation to the town regulations but nevertheless is warranted as the proposed use would be screened from view, is far in excess of the setbacks required by the law and is consistent with this property given its peculiar and individual orientation.

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 the applicant faces in conforming to the bulk regulations is self-created but should be allowed for the reasons set forth in "3" above.

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

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of

the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

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 relief from Section 48-14A(4) of the Supplementary Yard Regulations in order to construct a detached two-car garage as an accessory structure at the above residence in an R-4 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

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

Dated: May 22, 1995.

Chairman

(ZBA DISK#13-051195.JL)

PUBLIC HEARING:

LOVANO, JUDITH

MR. NUGENT: Request for variation of Section 48-14A(4) of Supplementary Yard Regulations to construct two-car detached garage (accessory structure will project closer to street than principal building) at 66 Beaver Brook Road in R-4 Zone.

Mr. and Mrs. Lovano appeared before the board for this proposal

MR. NUGENT: Is there anyone in the audience pertaining to this matter? Go ahead, tell us what you want to do.

MR. LOVANO: Our property doesn't have, there's no garage there. We have 3 1/2 acres, our house is set down about 400 or so feet from the road, Beaver Brook Road. Our driveway goes down a hill about 300 feet or so and the driveway opens up into a parking area which we want to place the garage in front of the parking area between the parking area and the house.

MRS. LAVANO: We submitted the drawings and photographs to you. It wouldn't be visible from the road at all and the reason why it really must be in the area that we have requested is because the back of the house is in a flood zone. There is a brook that runs along two sides of the back of the property and it gets, it does get flooded and the brook overflows and the other side of the property gets very wet and muddy, the water table is very high and on this side right next to the house is our well.

MR. KANE: So to have it in any other area would cause a hazardous condition?

MR. LAVANO: Yes, to extend the driveway around the whole property we'd have to go through the flood zone which would be impractical.

MR. TORLEY: There would not be room to fit it within the required side yards?

MR. LOVANO: No, the side yard straight ahead is where the well is and there's a bunch of big trees which we'd like to put it as close to the house that we could without taking out this area of trees on the left side of the house, that is a pool and a fenced in area which blocks that area. And also there's trees around the whole area, this is a good spot because of the driveway is already there and the parking area's there. So where we would put the front of the garage, we wouldn't have to extend our parking area, the car could just back right out.

MR. KANE: Michael, so I can understand, even though the building itself is 400 odd feet off the road, if the garage is closer to the road, it's still a violation.

MR. BABCOCK: That is correct.

MR. KANE: Even though it's that distance?

MR. BABCOCK: Section 48-14A says a structure cannot project closer to the street than the principal building.

MR. LANGANKE: Why do we have that regulation?

MR. NUGENT: Good question.

MR. BABCOCK: Basically--

MR. LANGANKE: I would imagine it's for appearance.

MR. BABCOCK: They don't want sheds and decks and pools in the front yard.

MR. LANGANKE: If they are 400 feet away from the road and a garage is like 300 feet.

MR. BABCOCK: They didn't put any exceptions in, they basically said they don't want accessory structures in the front yard and that is it and they are doing what they need to do right now to seek that relief, to be able to put it right there.

MR. LOVANO: The house was built, the house, the structure was put up in 1982. We have been there like a year and a half or something but the house was built backwards so when you come down our driveway, you come actually come to the back of the house and the front of the house is open to our property, which is the 2 1/2 acres on this side of the house so we're, where we're going to put the garage in a way is really in the back of the house, the way the house is built, but the road is up here so you would drive down to it.

MR. TORLEY: Clearly this demonstrates that we might need to suggest the Town Board to review that statute but that is what it is now, we're stuck with it.

MR. NUGENT: We're varying it, that is what we're here for.

MR. TORLEY: At least during the summertime there's no way--

MR. LOVANO: You can't see it.

MR. TORLEY: So you don't consider this garage to be a detriment to your neighbor's properties?

MRS. LOVANO: We're going to plan to finish it with the same textures as the house.

MR. TORLEY: This is the only economic place you can put it?

MRS. LOVANO: Yes.

MR. LOVANO: Our front area is like a forest, it's all woods so you can't really see in.

MR. REIS: Statute probably covers 95 percent of our residential lots in the town and for this being untypical, a 3 1/2 acre parcel and not becoming a negative situation to the environment or to the neighbors, I make a motion that we allow them to construct this.

MR. NUGENT: The attorney would like to ask a few

questions then we'll accept that motion.

MR. TORLEY: Close the public hearing also.

MS. BARNHART: For the record, I just want to say that I sent out 39 addressed envelopes to property owners within 500 feet. Nobody is here.

MR. NUGENT: Make a notation that there is no one in the audience for the public hearing.

MR. KRIEGER: Is your house, the residence, served by sewage, is your service--

MR. LOVANO: We have city plumbing.

MRS. LOVANO: We have city sewer.

MR. KRIEGER: Sewer District 23.

MR. LOVANO: And there is a substation halfway up right on the other side of our driveway, our driveway comes down, there is some kind of pump station there.

MR. KRIEGER: Would this, if this were, application were granted, would that interfere in any way with that?

MR. LOVANO: Because it's going to be to the right of that area.

MR. KRIEGER: If this application is granted, how many of these trees will you have to take out?

MR. LOVANO: We're going to have to take out about four trees, four mature trees and then a little area of the smaller patch of trees.

MR. KRIEGER: If the garage were located in any other place on the premises, would you have to take out trees for that?

MR. LOVANO: Yes.

MR. KRIEGER: These trees have any particular

significance?

MR. LOVANO: The ones that we would take out are, we could take those out without any problem.

MR. KRIEGER: They have no historic or architectural significance or not remarkable in any other way?

MR. LOVANO: No, no, if we would move it down closer to where the well area is we'd have to take two much bigger substantial trees out, that would actually, that is why we decided to not to try to save those trees.

MR. KRIEGER: And you say by locating it here, it would have the least impact on the ground water or surface water?

MR. LOVANO: Yeah.

MR. KRIEGER: If it were located other places, it would probably--

MR. LOVANO: We would have problems with the water and also we'd have to enlarge our whole parking area. This the location we're going to put it in, it would, our parking area and driveway would serve the same purpose, it would just--

MR. KANE: So, it actually has the least impact?

MR. LOVANO: Yes, the least impact.

MR. KRIEGER: Enlarging the parking area would occasion taking out more trees for the existing vegetation?

MR. LOVANO: Right.

MR. KRIEGER: Okay, fine.

MR. NUGENT: I'll accept that motion now.

MR. REIS: I'll make a motion that we consider this and accept the applicant's desire to build the garage.

MR. TORLEY: Second it.

April 10, 1995

7

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

#94-44 Prelim,
Dec. 12, 1994
7:30 p.m.

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: SEPTEMBER 22, 1994

APPLICANT: JOSEPH AND JUDITH LOVANO
66 BEAVER BROOK ROAD
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: SEPT. 22, 1994

FOR (BUILDING PERMIT): TO CONSTRUCT A TWO (2) CAR GARAGE
(DETACHED)

LOCATED AT: 66 BEAVER BROOK ROAD

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 57, BLOCK: 1, LOT: 48.1
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

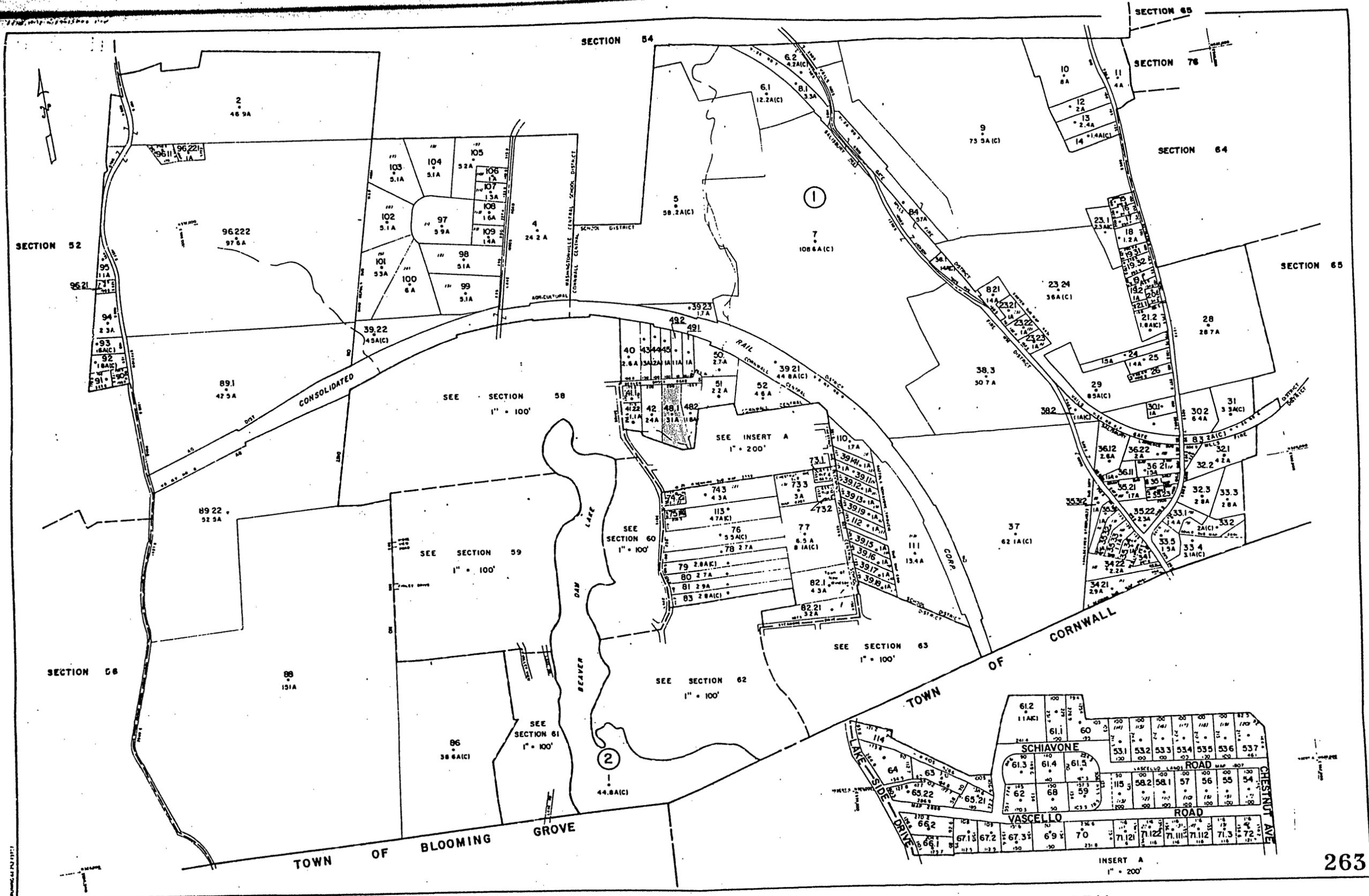
1. PROPOSED ACCESSORY TWO (2) CAR GARAGE (DETACHED) WILL PROJECT CLOSER TO THE STREET THAN THE PRINCIPAL BUILDING

Frank Lisi
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE 48-14-A-4	

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

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



Prepared by
 ORANGE CO. TAX MAP DEPT.
 MAIN ST., ROSEN, N. Y. 10974
 1989
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE LINE	FARMING LINE	TAX MAP PARCEL NO.	FILED PLAN PARCEL NO.
BLOCK & SECTION LIMIT	WATER LINE	AREAS (1" = 1" AS SHOWN) (1" = 1" AS SHOWN)	STATE HIGHWAYS (BY STATE MAP NO. 1)
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (AS SHOWN) (AS SHOWN) (AS SHOWN)	COUNTY HIGHWAYS (COUNTY MAP NO. 1)
PROPERTY LINE	GAS CORPORATE CENTER		TOWN ROADS (TOWN MAP NO. 1)

ORANGE COUNTY - NEW YORK
 Photo No: 8-498,499,500,501 Date of Map: 9-24-67
 Date of Photo: 3-1-65 Date of Revision: 3-1-91
 Scale: 1" = 400'

TOWN OF NEW WINDSOR
 Section No. 57

RECEIVED SEP 14 1994

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

Name of Owner of Premises Joseph S. + Judith Lovano
Address 66 Beaver Brook Road Phone 496-8068
Name of Architect
Address Phone
Name of Contractor
Address Phone

State whether applicant is owner, lessee, agent, architect, engineer or builder.....

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the South side of Beaver Brook Road
and 1500 feet from the intersection of Lakeside (N.S.E. or W.)
2. Zone or use district in which premises are situated R-4 Is property a flood zone? Yes..... No Partly
3. Tax Map description of property: Section 057 Block 001 Lot 048.1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy Home b. Intended use and occupancy 2-car Garage
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....
Removal..... Demolition..... Other X Detached 2-car Garage
6. Size of lot: Front 3.2 acres Rear..... Depth..... Front Yard 1 acre Wooded Rear Yard 2 acres Meadow + Flood Zone Side Yard .2 acres
Is this a corner lot? No
7. Dimensions of entire new construction: Front 25' Rear 25' Depth 30' Height 16'? Number of stories 1
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 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use
10. Estimated cost not sure Fee.....
(to be paid on this application)
11. School District

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

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer -
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date... SEPT 14 19. 94

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Joseph S. Lavano
.....
(Signature of Applicant)

Judith S. Lavano
.....

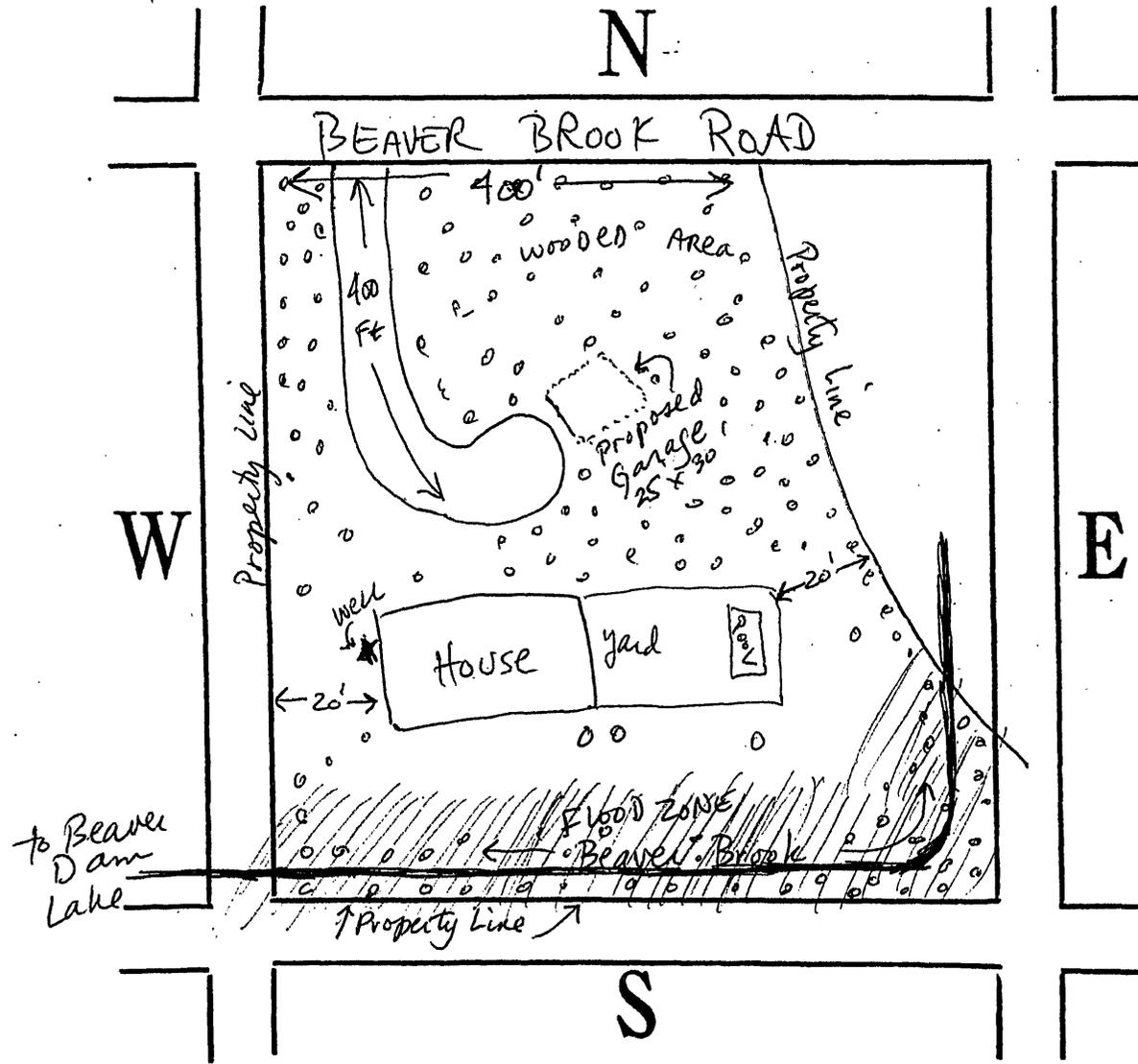
66 BEAVER BROOK RD.
.....
(Address of Applicant)

New Windsor NY

PLOT PLAN

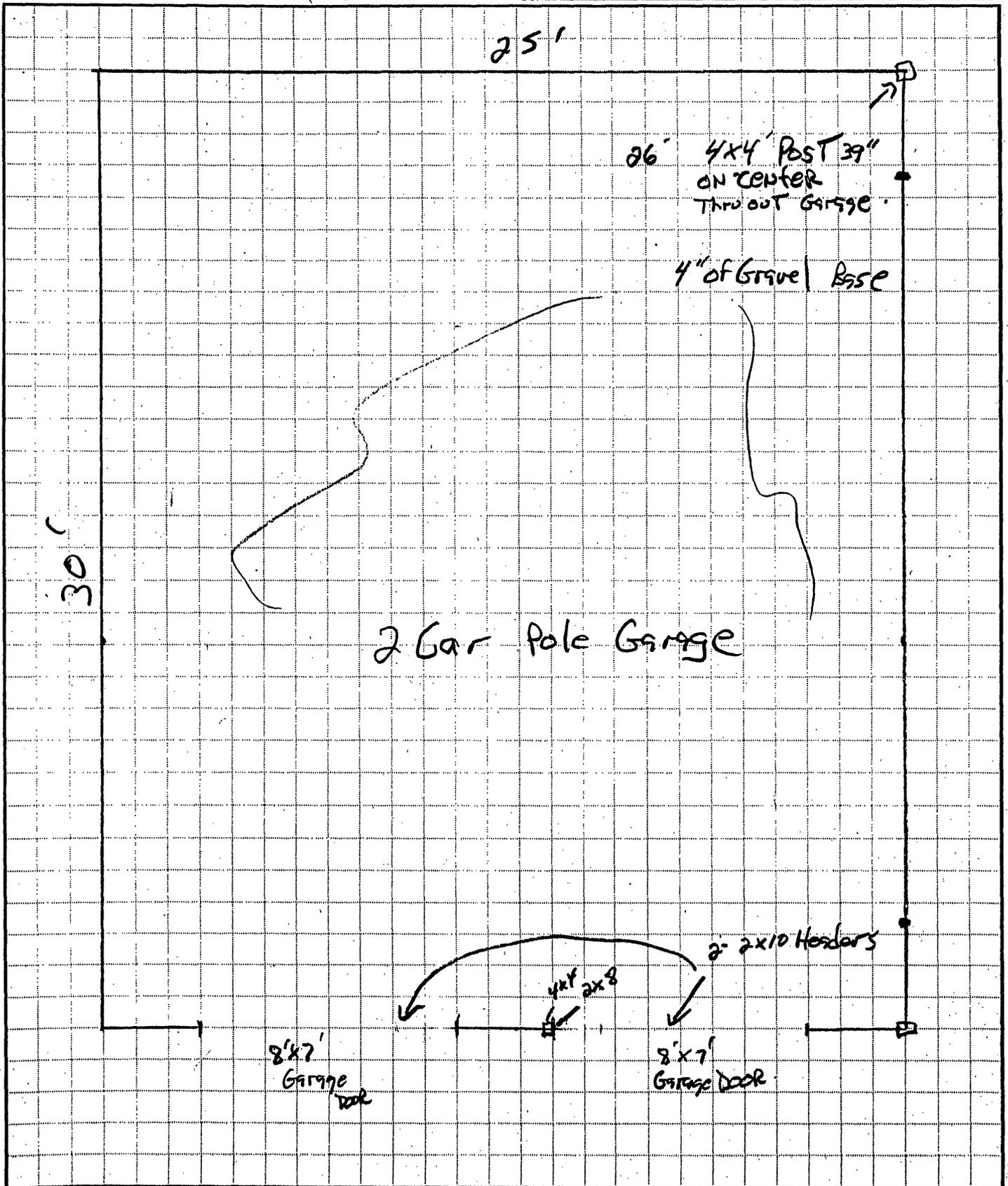
12557

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



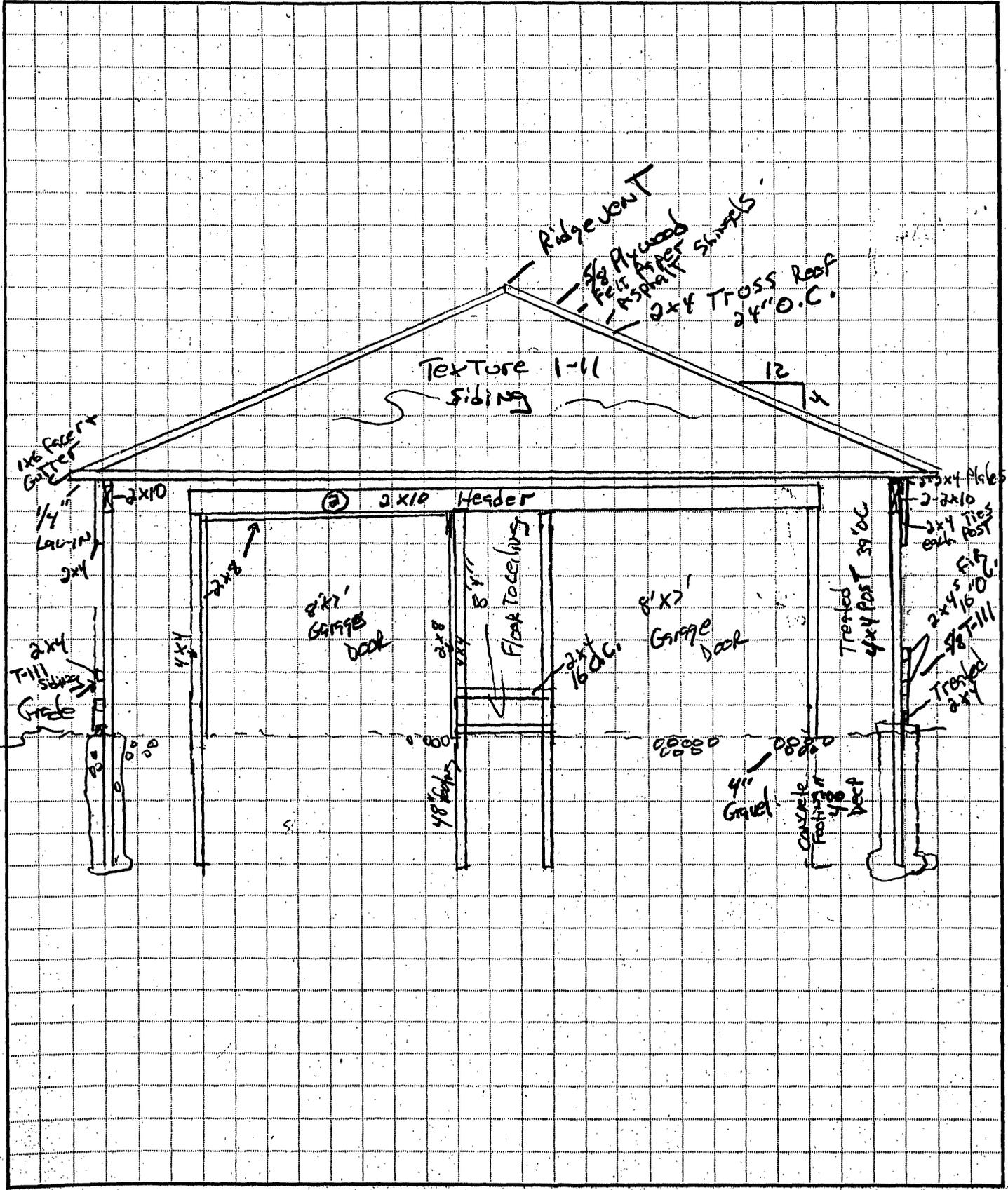
M & M CONSTRUCTION CO.
P.O. Box 366
NEWBURG, NEW YORK 12550
(914) 561-6085

JOB Judy + Joe LOUANO
SHEET NO. 1 OF 2
CALCULATED BY _____ DATE 12-6-94
CHECKED BY _____ DATE _____
SCALE 1/4" = 1 FOOT



M & M CONSTRUCTION CO.
 P.O. Box 366
 NEWBURG, NEW YORK 12550
 561-6085

JOB LUVANO
 SHEET NO. 2 OF 2
 CALCULATED BY _____ DATE 12/6/94
 CHECKED BY _____ DATE _____
 SCALE 1/4" = 1 FOOT



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

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

Judi & Joe Lovano

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

94-44.

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

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

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

On March 24, 1995, I compared the 39 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
24th day of March, 1995.

Deborah Green
Notary Public

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

(TA DOCDISK#7-030586.AOS)

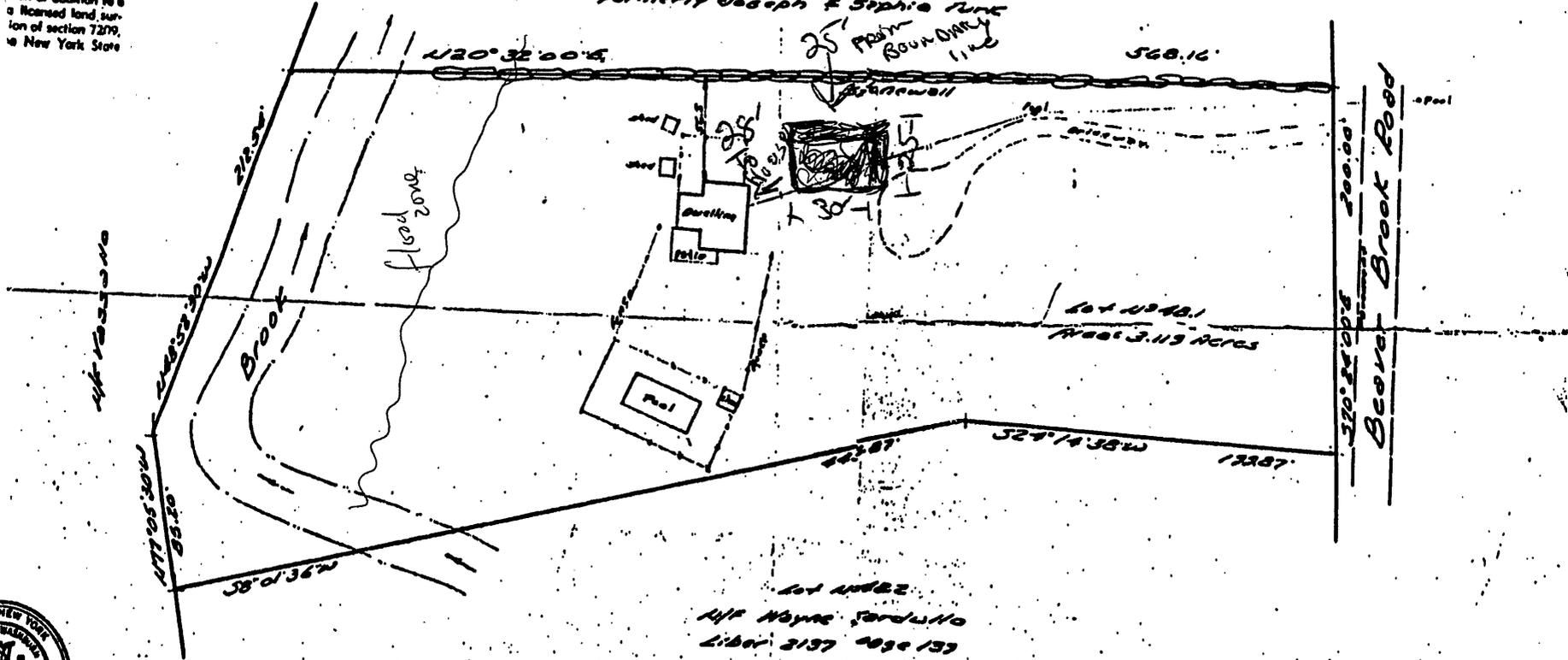
being instituted,
preferable to add
subsequent owners."

original of this sur-
vival of the land
or his endorsed seal
to be valid true

Plan in addition to a
Recorded land sur-
vival of section 7279,
New York State

1909
9.

1/4 W 1/2 Sec 21
T16N R15E
formerlly Joseph & Steph's Turf



1/4 W 1/2 Sec 21
T16N R15E
formerlly Joseph & Steph's Turf



Wilson
Wilson
and Smith
Edward Smith
of Jennings Bank, etc.
insurance cover
the and correct
error

Survey Map
Donald Y. Wick
Jury. B. Mills

SCALE: 1/80	APPROVED BY:
DATE: Aug. 31, 1907	
Town of New Windsor, N.Y.	

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

94-44

Date: _____

I. ✓ Applicant Information:

(a) JOSEPH + JUDITH LOVANO 66 Beaver Brook Road, NW 12553 496
806
(Name, address and phone of Applicant) (Owner)

(b) _____
(Name, address and phone of purchaser or lessee)

(c) _____
(Name, address and phone of attorney)

(d) MICHAEL ACEVEDO, M+M Construction, 209 Burnt Newburgh, NY 12550 561-
6085
(Name, address and phone of contractor/engineer/architect)

II. Application type:

Use Variance

Sign Variance

Area Variance

Interpretation

✓ III. Property Information:

(a) R 4 66 Beaver Brook Road 57-1-48.1 3.19 acres
(Zone) (Address) (S B L) (Lot size)

(b) What other zones lie within 500 ft.? None

(c) Is a pending sale or lease subject to ZBA approval of this application? NO

(d) When was property purchased by present owner? June 3, 1993

(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: _____

3 sheds:
one near pool for pump + equipment
two on side of house
for tools + wood + snowblower

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.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes ___ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 4g, Table of 14A Regs., Col. 4.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
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:

Because our house is situated 300' from the street (1 acre of land) we'd like to put the garage at the bottom of our long driveway + close to the house. However it cannot be right next to the house because our well is on the side. Also the back area is part of a Flood Zone so would not be practical. On the other side of the house is the pool.

(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. _____.

	Requirements	Proposed or Available	Variance Request
Sign #1	_____	_____	_____
Sign #2	_____	_____	_____
Sign #3	_____	_____	_____
Sign #4	_____	_____	_____

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

(c) 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

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

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

(ZBA DISK#7-080991.AP)

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. 94-44
Request of Judi & Joe Lovano

for a VARIANCE of the Zoning Local Law to permit:

pole barn 2-car garage (detached)
construction

being a VARIANCE of Section 48-14A (4) of
Supplementary Yard Regulations

for property situated as follows:

66 Beaver Brook Road

New Windsor, NY 12553

known as tax lot Section 57 Block 1 Lot 48.1.

SAID HEARING will take place on the 10th day of April,
1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent.
Chairman



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

39

December 28, 1994

Joseph S. Lovano
66 Beaver Brook Road
New Windsor, NY 12553

Re: Tax Map Parcel #57-1-48.1

Dear Mr. Lovano:

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 (co)

LESLIE COOK
Sole Assessor

LC/co
Attachments

~~CC: [illegible]~~

Capecchi, John & Marie X
Box 428 Beaver Brook Road
New Windsor, NY 12553

Boone, David P. & Pamela A. X
RD #4, Box 415 Lakeside Road
New Windsor, NY 12553

Nimoni, Xhavid X
247 W. 87th Street
New York, NY 10024

Mycka, Richard & Jean X
Box 414 Lakeside Drive.
New Windsor, NY 12553

Coviello, Rose & X
Devito, Elizabeth
219 Poe Street South
Hartsdale, NY 10530

Coviello, Rose & Vincent X
30 Keats Avenue.
Hartsdale, NY 10530

Mann, Edward A. & Shirley F. X
Beaver Brook Road
New Windsor, NY 12553

Sardullo, Wayne & Charlene X
Box 418 Beaver Brook Road
RD #4
New Windsor, NY 12553

Butler, Elsie X
c/o Lasini Butler
Beaver Brook Road
New Windsor, NY 12553

Palmer, Neal T. & Diane A. X
RD 4, Box 465 Oak Drive
New Windsor, NY 12553

Smith, Nicholas & Beulah Ann X
81 Beaverbrook Road
New Windsor, NY 12553

Mitchell, Reuben W. & Elaine & X
Stahl, Isadore & Bess K.
RD #4, Box 421 Beaver Brook Road
New Windsor, NY 12553

Graham, Archibald & Patricia X
RD 4 Box 400 Vascello Road
New Windsor, NY 12553

Calebotta, Thomas P. & Patricia M.
Schiavone Road
New Windsor, NY 12553 X

Nardo, Robert & Angela &
Alongi, Angelo & Lucy X
8736 16th Ave.
Brooklyn, NY 11214

Cassissi, Dominick & Camille
23 Vascello Road X
New Windsor, NY 12553

Feldman, Mark & Lynn. V
Schiavone Road
New Windsor, NY 12553

Jannazzo, Thomas & Rosemary
398D Schiavone Road Y
New Windsor, NY 12553

Hyde, John & Mary X
72 Lakeside Road
New Windsor, NY 12553

Woerdman, Debra & Marc X
RD 4, Box 407 Lakeside Drive
New Windsor, NY 12553

Lawrence, Vincent J. X
15700 E. Monmouth Place
Aurora, Colorado 80015

Hanley, Edward & Eleni & Joseph X
70 Lakeside Drive
New Windsor, NY 12553

Gawricki, Gary & Theresa &
Marin, Raymond J. & Geraldine X
58 Lakeside Road
New Windsor, NY 12553

Schiavone, Joseph T. & Theresa & Elaine
Box 386 Vascello Road, RD 4 X
New Windsor, NY 12553

Smith, Everett W. & Mary X
RD 4 Vascello Road
New Windsor, NY 12553

Gazzola, Audrey X
30 Vascello Road
New Windsor, NY 12553

Kenny, James & X
Mulrooney, Mary
54 Lakeside Drive
New Windsor, NY 12553

Dragos, Robert C. & Amy T. X
381A Lakeside Drive
New Windsor, NY 12553

Coleman, Vincent M. X
413 Lakeside Drive
New Windsor, NY 12553

Gazzola, Raymond A. X
Box 398E Vascello Road
RD 4
New Windsor, NY 12553

Consolidated Rail Corp. X
6 Penn Center Plaza
Philadelphia, PA 19103

Reynolds, Vilma-Lee X
Box 454, RD 4 Beaver Brook Road
New Windsor, NY 12553

Mroz, Stanley & Irene X
Lakeside Drive, RD 4 Box 12
New Windsor, NY 12553

County of Orange X
F/B/O Beaver Dam Lake Protection
& Rehabilitation Dist.
265 Main Street
Goshen, NY 10924

Corso, Dona Marie (FKA Peckham) X
30 N. Canton Road
W.Simsbury, CT 06092

Bajushi, Dait X
PO Box 246
Hackensack, NJ 07602

Agresti, Gregory & Ramona X
Box 383 Lakeside Drive
New Windsor, NY 12553

Pearson, Alan X
55 Lakeside Drive
New Windsor, NY 12553

Vincent, Anthony & X
Vitsentzos, Maria L.
53 Lakeside Drive
New Windsor, NY 12553

POLICY
NUMBER 32-222648
RD-33-23382

POLICY OF TITLE INSURANCE



Issued by

Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

Reading, Pennsylvania
A STOCK COMPANY

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

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

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

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company of Pennsylvania has caused its corporate seal to be hereunto affixed and these presents to be signed in facsimile under authority of its by-laws.

HARDENBURGH ABSTRACT CO.

Orange County, Inc.
12 Scotchtown Ave. P.O. Box 638
Goshen, New York 10924
(914) 294-6909 294-5085 343-6678

Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

President

ATTEST:

Secretary

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and with out unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay

the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

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

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

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

5. PROOF OF LOSS OR DAMAGE.

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

ca



Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

~~FILE~~

~~PREMIUM~~

POLICY NO. 32-222648

RD-33-23382

SCHEDULE A

Date of Policy 6/4/93

Amount of Insurance \$ 141,000.00

1. Name of Insured: Joseph S. Lovano and Judith Silverman Lovano

2. The estate or interest in the land which is covered by this policy is: fee simple

3. Title to the estate or interest in the land is vested in:
Joseph S. Lovano and Judith Silverman Lovano who acquired title by deed dated 6/3/93 made by Richard Oatts and recorded in the Orange County Clerk's Office on 6/4/93 in Liber 3824 page 322.

4. The land referred to in this policy is described as follows:
See Schedule "A" Attached.

Countersigned

BY

AUTHORIZED SIGNATORY
JAMES V. RINALDI
PRINT NAME HERE

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of New Windsor, County of Orange, State of New York, lying on the southwesterly side of the Beaver Brook Road and being more accurately bounded and described as follows:

BEGINNING in the assumed southwesterly line of the Beaver Brook Road at an iron pipe at the most northerly corner of the herein described premises, said pipe also being in a stone wall in the line of lands now or formerly of Joseph and Sophie Turk, and runs thence from the above located point of beginning along the assumed southwesterly line of the Beaver Brook Road, South 70 degrees 24 minutes 00 seconds East 200.00 feet to a point; thence South 24 degrees 14 minutes 38 seconds West 199.87 feet to a stake; thence South 8 degrees 01 minute 36 seconds West 445.87 feet to a point on the line of lands now or formerly of Vassallo; thence along the line of lands now or formerly of Vassallo on the following two (2) courses and distances: (1) North 77 degrees 05 minutes 30 seconds West 85.20 feet to a point; (2) North 48 degrees 52 minutes 30 seconds West 212.54 feet to a point on a stone wall; thence along the stone wall and lands now or formerly of Joseph and Sophie Turk, North 20 degrees 32 minutes 00 seconds East 568.16 feet to the point and place of beginning.

Containing 3.119 acres of land more or less.



Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

POLICY NO. 32-222648

RD-33-23382

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

~~1. The lien of all taxes for the year 19XXXXXX and thereafter~~

2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
4. Rights or claims of parties in possession.
5. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Subject to Mortgage made by Joseph S. Lovano and Judith Silverman Lovano to Residential Mortgage Banking Inc., securing \$112,800.00 dated 6/3/93 and recorded in the Orange County Clerk's Office on 6/4/93 in Liber 4714 page 141.

7. Grant in Liber 1135 page 340. Terms and Conditions in Liber 1122 page 378. Covenants and Restrictions in Liber 1285 page 284.

8. Survey made by Ronald Washburn, L.S., dated 8/31/87 shows premises with location of house with attached patio, in ground pool with fence enclosure, stream location, driveway location. All within bounds. Personal Inspection made by Hardenburgh ABSTRACT Company 5/22/93 shows addition of chain link fence area adjacent to westerly side of house. No other variations found.

9. Rights, if any, in favor of any electric light or telephone company to maintain any wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
10. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.
11. The exact acreage of the premises herein will not be insured.
12. Riparian rights, if any, in favor of the premises herein are not insured.
13. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.



Fidelity National Title Insurance Company
OF PENNSYLVANIA

NEW YORK, NEW YORK

MARKET VALUE POLICY RIDER

Policy No. 32-222648

Date of Issue: 6/3/93

Title No. RD-33-23382

Name(s) of Insured Homeowner(s) Joseph S. Lovano and Judith Silverman Lovano

Owner's Statement of Coverage:

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

DEFINITIONS:

- (a) The Policy is the policy issued to the named insured herein in the amount of the original purchase price paid for the insured premises.
- (b) Time of loss shall be such date as the homeowner shall have actual knowledge of facts giving rise to a claim under the Policy.
- (c) A homeowner is a natural person, fee owner and resident of real property used predominately for residential purposes and containing no more than 4 dwelling units, a residential condominium unit, or a residential co-operative leasehold interest. The benefits of this Rider shall be available only to the named insured provided the named insured is a homeowner as defined herein at the date of the issuance of this Rider and at the date any claim under this Rider is made.
- (d) Market value at time of loss shall be such value of the insured premises as is determined by three arbitrators or any two of them, one of whom should be chosen by the insured and one by the Company, and the two so chosen selecting the third arbitrator. Such value shall exclude the market value of any improvements made to the premises subsequent to the date of the Policy. The above valuation procedure shall also apply in the event the insured premises is a residential cooperative leasehold interest.

CONDITIONS:

- (a) Paragraph 8 of the Conditions and Stipulations of the Policy is hereby deleted. That portion of subdivision (b) of paragraph 7 of the Conditions and Stipulations of the Policy as relates to improvements made subsequent to the Date of Policy is hereby deleted and the following paragraph is substituted in lieu thereof: "In the event that a partial loss occurs after the insured makes an improvement to the insured premises subsequent to the date of this Rider the valuation of such partial loss shall be determined in relationship to the market value of the premises at the time of such partial loss, minus the market value of such improvements made to the insured premises subsequent to the date of this Rider."
- (b) Notwithstanding anything herein to the contrary, in the event of a loss, partial or total, the insured shall have the option to elect to value such loss under the terms of this Rider or under the terms and amount of the Policy.
- (c) All other provisions of the Policy, not inconsistent with the provisions of this Rider, shall remain in full force and effect.
- (d) This Rider and the Policy is the entire contract between the named insured and the Company.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers and countersigned on the date hereinabove set forth.

Countersigned:

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF PENNSYLVANIA

BY

Authorized Signatory

JAMES V. RINALDI



By: *W. H. Wimer*

President

Attest: *Charles H. Wimer*

Secretary

Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

King of Prussia, Pennsylvania

NEW YORK (OWNER'S POLICY) ENDORSEMENT (ALTA 1990)

Title No. RD-33-23382

Attached to and forming a part of Policy No. 32-222648
of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF PENNSYLVANIA

1. The following is added to the insuring provisions of the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

"(e) Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstances provided for in this subsection shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for sufficiency of any proceedings after the date of this policy."

3. Paragraph number 4 of the Exclusions from Coverage is deleted and the following paragraph is substituted in its place:

"4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on: (I) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer or (II) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor."

Nothing herein contained shall be construed as extending or changing the effective date of said policy unless otherwise expressly stated.

This endorsement is made a part of the policy and is subject to Exclusions From Coverage, schedules, Conditions and Stipulations therein, as modified by the provisions hereof.

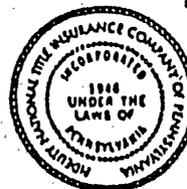
IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer.

Fidelity National Title

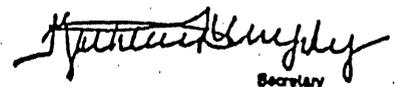
INSURANCE COMPANY OF PENNSYLVANIA



President



ATTEST:



Secretary

(Conditions and Stipulations Continued From Reverse Side of Policy Face)

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

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

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

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

(a) To Pay or Tender Payment of the Amount of Insurance.

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

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

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

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

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured

claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that

matter and shall not be liable for any loss or damage caused thereby.

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

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

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

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

11. LIABILITY NONCUMULATIVE.

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

12. PAYMENT OF LOSS.

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

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

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

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

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this

policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy

shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY:
POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of

the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at its home office P.O. Box 01-5002, Miami, Florida 33101.

**OWNER'S
POLICY OF
TITLE
INSURANCE**



Fidelity National Title
INSURANCE COMPANY OF PENNSYLVANIA

1101 Brickell Avenue
Miami, Florida 33131

Pls. publish as soon as possible. Send bill to below applicants.

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. 94-44
Request of Judi + Joe Lovano

for a VARIANCE of the Zoning Local Law to permit:

pole barn 2-car garage (detached)
construction

being a VARIANCE of Section 48-14A (4) of
Supplementary Yard Regulations

for property situated as follows:

66 Beaver Brook Road

New Windsor, NY 12553

known as tax lot Section 57 Block 1 Lot 48.1.

SAID HEARING will take place on the 10th day of April,
1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent.
Chairman

By: Patricia A. Barnhart, Secy.

Date 12/19/94 , 19.....

TOWN OF NEW WINDSOR

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

TO Frances Rth 147 Syracuse Dr DR.
New Windsor NY 12553

DATE		CLAIMED	ALLOWED
12/12/94	Zoning Board Meeting	75.00	
	Misc - 1		
	Denhoff - 3		
	Lovano - 4 18.00.		
	Bove - 8		
	Freed - 5		
	DiWitto - 16		
	Lippalis - 3		
	<u>40pp</u>	<u>180.00</u>	
		255.00	

LOVANO, JUDITH

MR. NUGENT: Request for variation fro Section 48-14A(4) of Supplementary Yard Regulations to construct accessory two-car garage (closer to street than principal building) at 66 Beaver Brook Road in R-4 Zone.

Mr. and Mrs. Joseph Lovano appeared before the board for this proposal.

MRS. LOVANO: This is my husband, Joe, I brought what I thought I was supposed to bring.

MR. LOVANO: The form that we filed before we sketched you a diagram where we were going to put it, we have changed the location. Now, we put it on the side here closer.

MRS. LOVANO: Rather than putting it further to the house we decided to put it closer.

MR. BABCOCK: Same difference.

MR. TORLEY: But as long as you're clear of the property line.

MR. LOVANO: Do you want the revised drawing?

MR. BABCOCK: Yes.

MR. LOVANO: The property has never had a garage and we're about, the house sits about 300 feet or so from the road down a hill, so it sits 25 feet from the border and about 28 or so feet from the corner. We want to use the same, the drive goes right straight into it, so the whole parking area behind the garage would be this whole area.

MR. TORLEY: Looks like you are several hundred feet from the main road there.

MR. LOVANO: Right, this is about 200 feet or so.

MR. TORLEY: So, apparently you say there's a tree

belt so it is not visible from the road?

MR. LOVANO: Right, there's all trees by the road. We can't get closer to the house, this side is the, well, there's a bunch of big trees we're going to have to take three trees out and we're closer to the drive there too.

MR. NUGENT: Michael, you don't have any problem with this, do you?

MR. BABCOCK: No.

MR. TORLEY: When you come back for the public hearing, you have to explain why you couldn't put it parallel or behind the house line. You don't need to do that now. It would be impractical to put the garage in the back than the side.

MR. LOVANO: See the brook borders our property.

MRS. LOVANO: We don't need to do that now. Do you want the plans?

MR. NUGENT: No, you bring them with you at the public hearing.

MR. KRIEGER: As a matter of fact--

MR. KANE: How far back off the road is it?

MR. LOVANO: This is 250 feet or so. This is all woods in the front.

MR. NUGENT: Is there any other questions by the board?

MR. KANE: No other questions.

MR. NUGENT: I'll accept a motion.

MR. KANE: I make a motion that we set the applicants up for a public hearing.

MR. KANE: I'll second the motion.

ROLL CALL

MR. LANGANKE AYE
MR. TORLEY AYE
MR. KANE AYE
MR. NUGENT AYE

MR. KRIEGER: First of all, so that you understand what's going on the Zoning Board by law cannot pass on any application without having a public hearing. It's mandatory. What they just did is vote to have you have a public hearing. When you come back, I'm going to give you a sheet with 5 factors set forth on it. If you would address yourself to those five factors, those are the factors on which the Zoning Board must decide by law so that would be helpful if you would address yourself to those. In addition, do you have either or both of the deed to the property or title policy available?

MR. LOVANO: Not today.

MR. KRIEGER: No, at the public hearing.

MRS. LOVANO: Yes.

MR. KRIEGER: If you would bring it with you so I can look at it. There's no need for us to keep it. If you bring them so that I can look at them.

MRS. LOVANO: Sure.

MR. NUGENT: These are your complete instructions on what you have to do. If you have any questions, call Patty.

MR. TORLEY: One thing that may not be in the instructions there will be a public notice, it will be in the paper and it will be mailed to your neighbors, the notice is not generally very informative.

MR. KRIEGER: Usually sufficient to get people excited.

MR. TORLEY: If you talk to your neighbors, just tell them what you're doing. It makes a big difference.

December 12, 1994

8

Otherwise, they are going to get a letter for a variance from paragraph 14 whatever.

MR. LOVANO: So just surrounding?

MR. NUGENT: Everybody within 500 feet you're going to have to notify, you'll get that from the town assessor.

MR. TORLEY: It's all on there.

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE BLACK INK ONLY

RICHARD OATTS

TO

JOSEPH S. LOVANO
JUDITH SILVERMAN LOVANO

SECTION 57 BLOCK 1 LOT 48.1

RECORD AND RETURN TO:
(Name and Address)

BRIAN G. GILMARTIN, ESQ.
90 East Main St. - Rte 94
Washingtonville, NY 10992-0478

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

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 56506 DATE 10-3-93 AFFIDAVIT FILED _____ 19 _____

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

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

SERIAL NO. _____
Mortgage Amount \$ _____
Exempt Yes _____ No _____
3-6 Cooking Units Yes _____ No _____
Received Tax on above Mortgage
Basic \$ _____
MTA \$ _____
Spec. Add. \$ _____
TOTAL \$ _____

CHECK CASH _____ CHARGE _____

MORTGAGE TAX \$ _____
TRANSFER TAX \$ 564-
Ed. Fura 5-
RECORD FEE \$ 11-
REPORT FORMS \$ 30-
CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

by: SM

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on JUN 4 1993
at 10:32 O'Clock PM M.
in Liber/Film 3824 Deed
at page 322 and examined.

Marion S. Murphy
County Clerk

Hardenton Jr
RECEIVED
\$ 564-
REAL ESTATE
JUN 4 1993
TRANSFER TAX
ORANGE COUNTY

ORG 06/04/93 10:22:55 26984 41.00

***** EDUCATION FUND: 5.00 *****

DEED CONTROL NO: 56506 564.00 *

***** SERIAL NUMBER: 007231 *****

This Indenture,

Made the 3rd. day of June

Nineteen Hundred and Ninety-three

Between RICHARD OATTS residing at
171 Massachusetts Avenue, Congers, NY 10920

State of New York }
County of } SS.

Recorded on the day
of A. D., 19 at
o'clock M. in liber
of DEEDS at page
and examined.

Clerk

part y of the first part, and

JOSEPH S. LOVANO and JUDITH SILVERMAN LOVANO residing at 206 West 23rd Street,
New York, NY 10011 *Husband and Wife*

part ies of the second part,

Witnesseth that the part y of the first part, in consideration of

-----ONE AND OTHER-----

Dollar (\$ 1.00&c)

lawful money of the United States,
paid by the part ies of the second part, do es hereby grant and release unto the part
of the second part, their distributees and assigns forever, all

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town
of New Windsor, County of Orange, State of New York, lying on the
southwesterly side of the Beaver Brook Road and being more
accurately bounded and described as follows:

BEGINNING in the assumed southwesterly line of the Beaver Brook Road at an iron pipe at the most northerly corner of the herein described premises, said pipe also being in a stone wall in the line of lands now or formerly of Joseph and Sophie Turk and runs thence from the above located point of beginning along the assumed southwesterly line of the Beaver Brook Road, south 70 degrees 24 minutes 00 seconds east 200.00 feet to a point; thence south 24 degrees 14 minutes 38 seconds west 199.87 feet to a stake; thence south 8 degrees 01 minutes 36 seconds west 445.87 feet to a point on the line of lands now or formerly of Vassallo; thence the line of lands now or formerly of Vassallo on the following two (2) courses and distances; (1) north 77 degrees 05 minutes 30 seconds west 85.20 feet to a point; (2) north 48 degrees 52 minutes 30 seconds west 212.54 feet to a point on a stone wall; thence along the stone wall and lands now or formerly of Joseph and Sophie Turk, north 20 degrees 32 minutes 00 seconds east 568.16 feet to the point or place of beginning.

Containing 3.119 acres of land more or less.

Subject to covenants and restrictions of record, if any.

Being the same lands and premises described in a deed from Judy B. Wilson to Richard Oatts dated December 21, 1989 and recorded in the Orange County Clerk's Office December 28, 1989 in Liber 3233 at page 84.

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 parties
their distributees

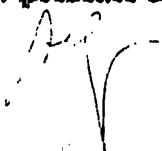
of the second part,
and assigns forever.

And the party of the first part covenant that he has not done or suffered
anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor 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.

In Witness Whereof, the party of the first part has hereunto set his
hand and seal the day and year first above written.

In Presence of





RICHARD OATTS LS

_____ LS

_____ LS

_____ LS

State of New York

County of ORANGE

} ss.

On this 3
Nineteen Hundred and

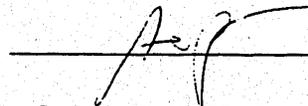
day of
Ninety-three

June

before me, the subscriber, personally appeared

RICHARD OATTS

to me personally known and known to me to be the same person described in and who executed the
within Instrument, and he *dwlan* acknowledged to me that he
executed the same.



Notary Public

SAMUEL W. EAGER, JR.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES 10/31/93

LIBER 3824 PAGE 324

Deed

Covenant Against Grantor with Lien Covenant

TO

Dated,

19

SAMUEL W EAGER, JR
ATTORNEY AT LAW
144 EAGER ROAD
MONTGOMERY, NEW YORK 12549
