

*Submitted
at EB# meeting
5/26/16
BB*

Subject: FW:

From: John M Wood <john@hillndaleabstracters.com>

Date: 9/28/2015 10:50 AM

To: "Mleroy16@verizon.net" <Mleroy16@verizon.net>

fyi

John M. Wood, President
Hill-N-Dale Abstracters, Inc.
PO Box 547
20 Scotchtown Avenue
Goshen, New York 10924
(845) 294-5110
(845) 294-9581 fax
www.hillndaleabstracters.com

From: John M Wood
Sent: Monday, September 28, 2015 10:49 AM
To: David@rivercityabstract.com
Subject:

Dave,

From what I understand you insured or are about to insure a parcel situated in the Tn. of Newburgh (6-1-12)

There seems to be an issue with the access that the owner is trying to assert over adjoining lands belonging to David Leroy 12-1-26.1 You insured Leroy under your file RCA-ST-44458.

He by the way is my nephew. When you insured Leroy, the seller at the time reserved an easement over Leroy's property. This seems to be the issue at hand.

He certainly had the right to reserve an easement, however, he does not have the right to utilize the 2 easements that Leroy has for ingress and egress.

I am only bringing this to your attention to alleviate a potential claim you make receive, if you do in fact insure access over Leroy's property over the other 2 easements Leroy and his neighbors utilize.

Attached is a letter from the adjoining owners which I feel is

self-explanatory. I also believe this letter was delivered to you.
Let me know if I can help
John

*Submitted at
the ZBA meeting
5/26/10 BF*

John M. Wood, President
Hill-N-Dale Abstracters, Inc.
PO Box 547
20 Scotchtown Avenue
Goshen, New York 10924
(845) 294-5110
(845) 294-9581 fax
www.hillndaleabstracters.com

—Attachments:—

MX-M453N_20150928_093011.pdf

119 KB

Submitted at ZBA meeting 5/24/10

Town of Newburgh Building Dept.
1496 Rt. 300 Newburgh, NY 12550
Re: Still Hollow Road (private road)

August 24, 2015

Dear Sirs:

It has come to our attention that a building permit is being considered for SBL#6-1-12 . We have also been informed that the owner of said lot would like to access his land through Still Hollow Road.

As you know a Road Maintenance Agreement was approved by Town of Newburgh Planning Dept. when R&K Real Estate Management received it's Final Plan of subdivision and filed with Orange County Clerk April 27, 1989 map #9463. This Road Maintenance Agreement is attached to all lots within the subdivision and has been part of all deeds filed with the Orange County Clerk.

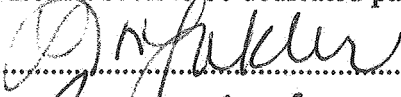

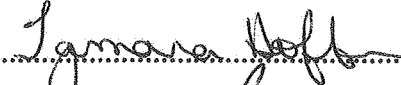
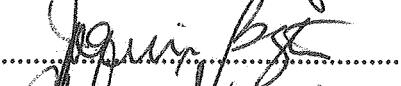


Whereas, this agreement clearly states (liber3294 page168) line#9 "...and will not be extended for the benefit of any adjoining lands not part of the said subdivision, this particular provision relating to the dedication of the said 50' wide roadway as a public road and the location of the same not to be subject to amendment....".

Whereas, this agreement also states (liber3294 page169) line#10 "No owner of any lot set forth on the aforesaid subdivision shall permit any 16' wide private roadway to be extended or any portion of any such lot to be used to provide access to any lands other than those lands set forth on the subdivision;".

Therefore, no owner of any lot can grant access to any lands not part of the subdivision, and the owner of SBL#6-1-12 would need to travel on private land for approximately 75' in order to gain access to Still Hollow Road(private Road). *Permission is not granted and is considered trespassing.*

Whereas, the owner of lot SBL#6-1-12 does have access to his property across a separate right-of-way granted and approved by Town of Newburgh Planning Board from Tarben Way, which is currently paved and awaiting dedication as a public road. Therefore, we must ask that his request for an easement onto private lands to access his property through Still Hollow Road be denied.

We, the undersigned, respectfully ask you to not assume SBL#6-1-12 has right-of-way privileges through our private lands when there is already a separate right-of-way approved and available for this lot from a soon to be dedicated paved town road, Tarben Way.

- | | |
|----------------------------------------------------------------------------------------|-----------------------------------------|
| 1)  | LORI FAKLER 11 Still Hollow Rd. |
| 2)  | Thomas Gabault 14 Still Hollow Rd |
| 3)  | Tamara Hoffer 6 Still Hollow Rd |
| 4)  | JOAQUIN BAGTAS 20 Still Hollow Rd |
| 5)  | Henry Specht 24 Still Hollow Rd |
| 6)  | ANDREW HENNESSY 5 Still Hollow Rd |

cc:Town of Newburgh Planning Board; River City Abstract; Ray and Dawn Fuchek

Submitted at ZBA meeting
5/26/16 260 403

T 691

Standard N.Y.B.T.U. Form 8002: Bargain & sale deed,
with covenant against grantor's acts—Ind. or Corp.: single sheet

DATE CODE

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PL. AT BROADWAY, N. Y. C. 10004

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

THIS INDENTURE, made the 25th day of July, nineteen hundred and 84
BETWEEN Steven Buhl and Aneta G. Buhl tenants in common as ^{FOSTER TOWN ROAD NEWBURGH, NY}
to one half interest with Donald Glas, tenant in common as to ^{85 SUMNER YONKERS NY 10704}
the remaining one half interest of the whole being undivided

party of the first part, and Robert Glas of 85 Sumner Ave.,
Yonkers, N Y 10704

L2299 of 233

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, bounded and described as follows: Beginning at a point at the northeasterly corner of lands now or formerly of William W. Elford, said point being S 16 07' 20" W 39.02' from an iron pipe found; and running thence, along the northerly line of lands of said Elford N 72 15' 00" W, 914.38' to a point on the westerly line of Francis Harrison's Patent, said point being on the easterly line of other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas; thence, along said line N 15 00' 00" E 260.70' to a point at the south-westerly corner of still other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas, thence along the southerly line of Buhl and Glas S 72 47' 50" E 919.28' to a point on the line of lands now or formerly of Thomas Chadwick, said point being S 16 07' 20" W 36.41' from an iron pipe found; thence S 16 07' 20" W 269.28' to the point or place of beginning; as surveyed on May 18, 1982 by Anthony D. Valdina, registered land surveyor. Containing 5.6 acres of land more or less.

Subject to a right of way for the American Telephone and Telegraph Company, and subject to a right of way fifty feet in width retained by parties of the first part along the eastern edge of the premises hereby conveyed. Additionally the party of the second part agrees to participate in the dedication of said right of way as part of a public highway.

Together with a right of way across the lands now or formerly of Smith and Cosman recorded in libre 260 p 403, and a right of way across the lands now or formerly of Chadwick recorded in libre 223 p 957. The parties of the first part reserve the use of said two right of ways for all ordinary purposes of ingress and egress to their adjoining properties.

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

6
1
261

right of way across the lands now or formerly or recorded in libre 260 p 403, and a right of way now or formerly of Chadwick recorded in libre parties of the first part reserve the use of said two all ordinary purposes of ingress and egress to properties.

title and interest, if any, of the party of the first part in and to any streets and described premises to the center lines thereof; TOGETHER with the appurtenances of the party of the first part in and to said premises; TO HAVE AND TO HOLD unto the party of the second part, the heirs or successors and assigns of the party of

part covenants that the party of the first part has not done or suffered anything whereby encumbered in any way whatever, except as aforesaid. The party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part for this conveyance and will hold the right to receive such consideration as a part for the purpose of paying the cost of the improvement and will apply the same first to the improvement before using any part of the total of the same for any other purpose. This 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

G. Buhl
G. Buhl

Steven N. Buhl
Steven N. Buhl

Donald Glas
Donald Glas