

ZB# 91-28

Wayland Sheafe

29-1-43.1

#91-28-Sheafe, Wayland. Use (warehouse R-1 zone)

Prelim:

Aug. 26, 1991

App. furnished
to Kevin Dowd, Eng.
on 8/22/91.

Motion to sched. P.H.
Use variance only:

- ① Short form EAF
- ② Deed X
- ③ Title Policy X
- ④ Photos. ✓

⑤ Check \$5000 X
OCPD ~~to~~ notified on 7/29/91.
Public hearing: ⑥ Sentinel 4/9/91.

October 28, 1991.

Fee paid

Use

Variance

Denied.

| | | | | | | |
|---------------|--|-------------------------------|---------|--|----|-----|
| RECEIPT | | Date | July 31 | 19 | 92 | No. |
| Received from | | Drake, Thomas, Galt, Jackie + | | | | |
| Address | | Cebu, P.C. | | | | |
| For | | 91-28 | | Dollars \$ 50 ⁰⁰ / ₁₀₀ | | |
| PAID TO | | PAID BY | | BY Lee Kiguni (PKB) | | |

BROWN MOWED AREA = CONSTRUCTION
AREA



EAST REAR CORNER

BROWN MOWED AREA = CONSTRUCTION
AREA



EAST REAR CORNER



DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, P.C.
ATTORNEYS & COUNSELLORS AT LAW
P.O. BOX 1479
NEWBURGH, NEW YORK 12550

| REMITTANCE ADVICE | | | | | |
|-------------------|--|--|--|--|--|
| | | | | | |
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| | | | | | |
| | | | | | |

PAY *Fifty & no/100*

DATE *9/18/91* TO THE ORDER OF *Town of New Windsor 37026 application*

NORSTAR BANK OF UPSTATE NEW YORK
1051 UNION AVENUE
NEWBURGH, N.Y. 12550

DISBURSEMENT ACCOUNT

Ken D...

#91-28

⑆009393⑆ ⑆021300019⑆ 512 1001855⑆

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. 28

Request of WAYLAND H. AND JOY C. SHEAFE

for a VARIANCE of

the regulations of the Zoning Local Law to

permit CONSTRUCTION OF A 4800 SQ. FT. COLD STORAGE

DETACHED WAREHOUSE IN AN R-1 ZONE;

being a VARIANCE of

Section 48-8/48-9 - Table of Use/Bulk Regs.-Col.A

for property situated as follows:

South Side of NYS Rt. 207 between Bull Road and Schwartz

Lane and designated on the New Windsor Tax Map as Section 29,

Block 1, Lot 43.1

SAID HEARING will take place on the 28th day of
October, 1991, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

RICHARD FENWICK
Chairman

PROJECT I.D. NUMBER

617.21

SEQR

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

| | |
|--|-----------------------|
| 1. APPLICANT /SPONSOR Wayland H. & Joy C. Sheafe | 2. PROJECT NAME |
| 3. PROJECT LOCATION: Municipality Town of New Windsor County Orange | |
| 4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Dynamic Plumbing, Heating and Air Conditioning Inc. 1081 Rt. 207 (Bet. Bull Road and Schwartz Lane) Rock Tavern, N.Y. 12575 | |
| 5. IS PROPOSED ACTION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration | |
| 6. DESCRIBE PROJECT BRIEFLY: Expansion of warehouse facilities through the construction of a 4800 foot detached warehouse structure. | |
| 7. AMOUNT OF LAND AFFECTED: Initially <u>3.2</u> acres Ultimately <u>3.2</u> acres | |
| 8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, describe briefly Due to zone change in 1986, existing business in now a non-conforming use. Proposed project is an expansion of non-conforming use and requires use variance. | |
| 9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open space <input checked="" type="checkbox"/> Other Describe: Area of project is presently zoned residential. Opposite side of Rt. 207 is zoned for Stewart Airport use. | |
| 10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals Site Plan Approval from New Windsor Planning Board | |
| 11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval | |
| 12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE | |
| Applicant/sponsor name: <u>Wayland H. & Joy C. Sheafe</u> | Date: <u>10/15/91</u> |
| Signature: <u>Wayland H. Sheafe</u> <u>Joy C. Sheafe</u> | |

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

PART II—ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No PLANNING BOARD - LEAD AGENCY

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly.
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.
 No

D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly

PART III—DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide on attachments as necessary, the reasons supporting this determination:

Town of New Windsor Zoning Board of Appeals
 Name of Lead Agency

RICHARD FENWICK
 Print or Type Name of Responsible Officer in Lead Agency

CHAIRMAN
 Title of Responsible Officer

Richard Fenwick
 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from responsible officer)

 Date

DANIEL S. LUCIA
ATTORNEY-AT-LAW
343 TEMPLE HILL ROAD
NEW WINDSOR, NEW YORK 12553

TELEPHONE
(914) 561-7700

January 30, 1992

James R. Loeb, Esq.
Drake, Sommers, Loeb,
Tarshis & Catania, P.C.
One Corwin Court
P.O. Box 1479
Newburgh, New York 12550

Re: Application for Use Variance
Town of New Windsor ZBA
Wayland H. Sheafe and Joy C. Scheafe

Dear Jim:

I enclose a copy of an excerpt from the minutes of the January 13, 1992 ZBA meeting, at which the formal decision on the above application was discussed.

If you have any questions, please do not hesitate to call me.

Very truly yours,

Daniel S. Lucia

DSL:rmd
Enclosure

cc: ZBA file

N177A013.092

Dan Lucia

TOWN OF NEW WINDSOR

ZONING BOARD OF APPEALS

JANUARY 13, 1992

MEMBERS PRESENT: RICHARD FENWICK, CHAIRMAN
LAWRENCE TORLEY
DAN KONKOL
JAMES NUGENT (Arriving Late)

MEMBERS ABSENT: TED TANNER
JACK FINNEGAN

ALSO PRESENT: MICHAEL BABCOCK, BUILDING INSPECTOR
PAT BARNHART, ZBA SECRETARY
DANIEL LUCIA, ESQ., ZBA ATTORNEY

MR. FENWICK: I'd like to call to order the January 13,
1992 Zoning Board of Appeals meeting.

*Rec'd
1/24/92*

January 13, 1992

21

FORMAL DECISIONS:

MR. FENWICK: We do not have the formal decision for Scheafe. We do have the formal decisions for Cuti and Congregation Agudas Israel.

MR. LUCIA: The reason we don't have the formal decision on Scheafe I have been touch with Jim Loeb's office several times. One of the things we asked for and Jim said he'd get us was a copy of the deed. Mr. Scheafe said he was annexing a piece from the large parcel in the back to the old piece in the front and I asked for and Jim said he'd supply the deed for the new enlarged parcel. He apparently has asked Scheafe and Scheafe has not yet brought it in so that is why we are holding a decision on that one.

MR. KONKOL: I make a motion we accept both decisions on Cuti and Congregation Agudas Israel. Said decisions are attached and made part of the minutes.

MR. TORLEY: I'll second it.

ROLL CALL:

| | |
|-------------|-----|
| Mr. Torley | Aye |
| Mr. Konkol | Aye |
| Mr. Nugent | Aye |
| Mr. Fenwick | Aye |

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ROLL CALL:

| | |
|-------------|-----|
| Mr. Torley | Aye |
| Mr. Konkol | Aye |
| Mr. Nugent | Aye |
| Mr. Fenwick | Aye |

October 28, 1981

PUBLIC HEARING: SHEAFE, WAYLAND

MR. FENWICK: This is a request for construction of warehouse for storage on New York State Route 207 in and R-1 zone.

James Loeb, Esq. of Drake, Sommers, Loeb, Tarshis and Catania came before the Board representing this proposal along with the applicants, Mr. and Mrs. Wayland Sheafe.

MR. LOEB: My name is James R. Loeb from the firm of Drake, Sommers, Loeb, Tarshis and Catania. Good evening, Members of the Board and Pat.

I'm appearing tonight on behalf of Wayland Sheafe and Joy Sheafe, his wife, who are here present. I would like the record to note that Mr. and Mrs. Sheafe acquired a 1.78 acre parcel in May of 1975 located on the southerly side of New York State 207. That property was zoned OLI when they acquired it and it continued to be OLI for many years thereafter. As you'll hear in a moment, by Mr. Sheafe, he moved his business, I should say they moved their business into the new location and in 1975, constructed a home and a storage warehouse on the property, at which time construction was commenced on the property and the town issued a building permit and subsequent to that a Certificate of Occupancy. You'll hear from him how the business grew and how an addition was constructed in 1983.

Unbeknownst to the Sheafe's the zoning map of the Town of New Windsor was amended in 1986 and zoned R-1 from the OLI zone. All of the construction and the development of the business that took place, took place in the time period 1975 to 1983, while the property was zoned OLI. Subsequent to that, the Sheafe's acquired additional land to the east of this parcel, that property was submitted to the New Windsor Planning Board, subdivided and at the time of this subdivision lands which are immediately adjacent to the original parcel were at the direction of the Planning Board merged into the original parcel.

You'll recall that I started by saying this is a 1.78 acre parcel which is just below the required bulk size

either visual impact or economic impact. I had a resume for Mr. Feinberg which include his qualifications and his client list made up generally of financial institutions and rather than take the time to read it in the record, with your permission, Mr. Chairman, I'll just hand it up and ask that it be made part of the record.

MR. LUCIA: Jim, if I can just interrupt you. You mentioned that now the property is 3.2 acre parcel that resulted simultaneously with the subdivision into the bulk regulation lots.

MR. LOEB: That is correct. And what the Planning Board directed is that the property be enlarged, I suppose that the only way I can say it, the existing parcel by merging a parcel from the lands immediately to the east and that was done by the Planning Board. The Planning Board, I believe, I'm correct, the subdivision is completed and the subdivision map which is on file here I have a copy but I can't tell you that's it's exemplified signed copy, had a parcel of land which is not a building lot and that was merged into the small OLI parcel of 1.78 acres to produce the 3.32 acre parcel. I hasten to add that the tax accessor, I understand, has picked that up and --

MR. LUCIA: The deed that was submitted as part of your application I assume was only the original 1.7, there has been no subsequent deed to enlarge the perimeter?

MR. LOEB: No, I believe that's all be done by virtue of the direction to the tax map people through some very nice circumstances.

MR. LUCIA: Could I then ask you to submit some time in the future the deed to the larger piece which is amalgamated with the other.

MR. LOEB: Yes, it may be submitted at the time the Planning Board looked at the property. I don't know but I'll supply you with a copy, not a problem and with that, by way of introduction, I'd like to ask Mr. Sheafe to tell you the story of how he started in business and what happens if you expand.

MR. SCHEAFE: Good evening gentlemen and Pat. He's done an awful good job of covering it all but my wife

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and I moved up here in 1965 with four children in the Town of New Windsor and as Mr. Loeb said, we purchased the original lot that we are on now in 1975 and built our home and a warehouse there. By 1980, we had run out of room and we expanded the original warehouse and in the early '80's we purchased the property next door with the intent, some time down the line, of expanding that. In the late '80's we put on a 20' x 40' two car garage to the property, but we're looking at on the site plan there. During this time, the OLE property next door was rezoned to residential. It's come to the point now when the warehouse is full, the garage which my car was supposed to go in is full and there's just no place to go. We have gone into the air conditioning business. This will be our third year and tin work is very bulky, it doesn't weigh anything but it takes tremendous room to store it all. And we just have no place left to put anything. It really presents a problem. It's not only the business going backwards for us to store it at a different location or at a different warehouse and send trucks back and forth to get it, wouldn't be economically feasible so that's about it.

MR. LUCIA: Mr. Sheafe, are you aware that the 1975 deed by which you acquired the original 1.78 acre parcel had certain restrictions and covenants in it?

MR. SHEAFE: Yes, sir.

MR. LUCIA: Just let me go over a couple of those to make sure that you are aware of it. It provides that you cannot conduct any manufacturing activity on the premises.

MR. SHEAFE: Yes, sir.

MR. LUCIA: You would not be doing that if this board were to grant the variance, if you were seeking --

MR. SHEAFE: No, nor have we in the past.

MR. LUCIA: No junk yard or scrap metal business will be carried on and you don't intend to do that?

MR. SHEAFE: No, sir. Our retail sales may be 2%, usually it's a homeowner that comes over on a Saturday night or some other night with no heat and gets me out

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of bed and I go get him a part.

MR. LUCIA: No activity which creates noxious odors, fumes or smoke emitting on the property?

MR. SHEAFE: No, strictly warehouse.

MR. LUCIA: Also to continue no outside storage of any kind will be permitted.

MR. SHEAFE: Yes, sir.

MR. LUCIA: Now, I note in your application you have candidly said there's some existing outside storage there. I forget pipe or where is the application, 16 pallets of pipe and 15 crates of cast iron fittings. If this Board grants you the variance you're seeking, will that be moved inside storage?

MR. SHEAFE: Immediately.

MR. LUCIA: Okay, thank you that's all that I think that's relevant.

MR. SHEAFE: Thank you, gentlemen.

MR. LOEB: Joel Feinberg from Mid-Hudson Appraisers.

MR. FEINBERG: The property that Jim currently owns now he's tied to economically because when he bought it and developed it under the commercial zone, it was a feasible thing to do. With it now zoned R-1, nobody would be interested in buying that property without the ability to expand it so he's stuck with thing. He's going to be on this for quite a while because to use this property strictly as residential, he's got a house. The rest of the property won't come into play. The adjacent properties now have a view of a warehouse. They'll always have a view of a warehouse. If another warehouse is built there, it's not going to change the value, still going to see a warehouse on the property. Any effect on value of the surrounding residential property, has already happened due to the nature of this commercial building there now.

The addition of another building would not significantly effect the residential value of the property surrounding it. If you tried to sell this

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property now, there would be limited buyers for it due to the lack of expansion ability in current zoning. And, the financing for such properties that are residential, partially commercial is very difficult so between the two not being able to go one way or the other, he's going to be owning this for quite some time with not being able to realize the money that he has into it out of it. That's about all I have to say.

MR. LUCIA: Mr. Feinberg, is it your contention that the land cannot yield a reasonable return if used for any other purpose allowed in the R-1 zone?

MR. FEINBERG: That's, that would be feasible to use for it, correct.

MR. LUCIA: Maybe you ought to elaborate at what is feasible to use for it then.

MR. FEINBERG: I believe he can have a church there, he can have a house there, he's not allowed the R-1 zone would not allow any of the warehouse buildings that are now there. His office space within those warehouse buildings, none of that would be useable.

MR. LUCIA: Are you saying the return is zero or are you saying it's not a reasonable return if used for any of the admitted R-1 purposes?

MR. FEINBERG: It's not zero but it's not reasonable for what he's got into it.

MR. LUCIA: Are you going to offer some dollars and cents in terms of the purchase price relative to what the property could be used for in terms of existing permitted R-1 uses?

MR. FEINBERG: No.

MR. LUCIA: Okay, do you find Mr. Sheafe's circumstance here is unique?

MR. FEINBERG: It's very unique in the fact that most of the times when you run across these problems where there are commercial buildings that have known become R-1, the commercial buildings predated any zoning. Here, he built it under a zone that was allowable at the time. It wasn't out in the middle of no place

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where there wasn't any zoning at the time and he just put up a building haphazardly. These are modern efficient buildings and it's unique that it's been down-zoned in an area where there's up and coming commercial instead of dilapidated dying commercial and it's very unique.

MR. LUCIA: And did you already say that you think that the variance will not alter the essential character of the locality as it now exists?

MR. FEINBERG: That's correct.

MR. TORLEY: No trouble with the man having a business. He built it in accordance with the zoning as it was and we changed the zoning but the Planning Board in essence said here, make some more, can they legally just say take a piece of property and throw it in there as OLI?

MR. LUCIA: Well, they didn't throw it in as OLI. Maybe Jim can elaborate a little better. I take it that what they said was we are not going to approve this for a residential subdivision so add it to your existing commercial piece but --

MR. LOEB: Can't make it OLI, only the Town Board can zone. But, what the Planning Board recognized is that the parcel that the Sheafe's had was already undersized. We had no secret about the fact that we need to expand the business so the Planning Board directed us to create a parcel which was not a building lot and merge it into the existing lot, place the warehouse on it in such a manner that it would be set back from sidelines, you'll notice some, for lack of a better word, squiggles on there which represent the Planning Board's first discussion with buffers and the Planning Board, I believe, is interested in pursuing the site plan with the Sheafes but has got to stop until and unless the Sheafes secure a variance because I don't believe the town is going to rezone the property. We have not asked for that. And that is how it came about and how we happened to end up here. I think, frankly, the Planning Board was correct in saying to the Sheafes please don't try and jam more improvements on the original 1.78 acre parcel. You have the land, add to it, merge it in that parcel, make it a larger parcel so that the warehouse can be properly situated so that you can put a buffer of

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planting around it for the protection of property owners and that's really how it came to pass as best I can understand.

MR. FENWICK: So, you also own this adjoining piece of property here?

MR. LOEB: Yes, that's the land that is the subject of the residential subdivision. That's been approved but the parcel that was merged is specifically not a building lot, a residential building lot. I realize in addition, I don't know whether these pictures were presented at the initial --

MR. SHEAFE: I don't think so.

MR. LOEB: I think that they, you want to review them with the Board or you may all be familiar with it. I think what these pictures show is the point that I tried to make earlier and the one that I hope that Joel had made is that this property is economically committed to a commercial use. It's not a property which is vacant where someone come before you and says I own a piece of property in a residential district, I want to develop it for commercial. That sometimes has a good basis. I don't question that. But, this is not that case. This is the case where a parcel of land has been developed under your zoning, committed to commercial operation. I have been driving by it ever since he started on my way to court and watched it grow. It's committed to commercial use. It's not a vacant piece of land where someone is coming in asking you for a variance De novo.

MR. SHEAFE: What I have got here is with the additional land on the side I have taken pictures on 207 from left to right, the whole frontage of the property. The property is shaped like a pie that was part of the problem in the beginning. I have tons of road frontage but it comes to a point in the rear. Can you see that, sir, but that covers the whole front and if you were standing on 207, that's what you would see. The new warehouse would be located behind this area here.

MR. TORLEY: In back of the tree line?

MR. SHEAFE: Yes, but it's even further back. What

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you're looking at which I can show you with these pictures. This is taken from the east rear corner toward the residence. This is the rear of the property back towards 207 and the boundary is where the new warehouse would be constructed. In other words, that's all the way at the rear looking toward 207. You can see there's a natural drainage line, you may want to pass that one around because that's similar. This one here is from the tree line towards 207 towards this, now you noticed in the other picture you couldn't see this field behind there. If you can see the satellite dish there, in the corner, that's approximately where the warehouse would start from there back and if you look at the subdivision map, that would show you that. So, it's just one large clearing there. Now, this one here is taken from the house actually from my back porch. This brown area is where the new warehouse would be constructed. And there again that's from the front looking towards the rear of the property.

MR. TORLEY: So, you feel this warehouse will be barely, if at all, visible from the road when the trees are leafed out?

MR. SHEAFE: When they are leafed out, you wouldn't be able to see it at all. If you have any questions on that, I'll try to answer them.

MR. TORLEY: Do we have any with the site plans, we have got now any side or rear yard variances we have to worry about?

MR. LUCIA: That's a question we raised at the preliminary. Kevin Dowd was here on that and I think the applicant elected to proceed only with the use variance. Since you raised it, I'll put it on the record again so that it appears. The site plan that the applicant has just posted up there, I guess, that's the revision of the last revision I think is August 1st of '91.

MR. LOEB: That's the date on the plan.

MR. LUCIA: It appears they did not do a regular zoning table on it but it appears that the developmental coverage is 27 square feet, I'm sorry, 27%, I think it's 10% building plus another 17% drives so

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ostensibly, it's 27% developmental coverage in an R-1 zone, maximum developmental coverage. I believe, I discussed it with Kevin whether he wanted to go back and get referred on the use variance. He preferred the area variance and in the same vein, I think we raised a question that existing garage may be under the 20 foot side yard requirement and so you may, depending on the actual layout measurements, use a variance for one or both side yards but you can handle that with the Planning Board.

MR. LOEB: Just so the record is complete, I understand those comments, it's our first, it's the Planning Board's position but more importantly for this Board, it's our position that this use that we are seeking is not a permitted use in the R-1 zone and therefore we don't fit under the bulk in the R-1 zone because we are introducing a use that is not properly part of it and that's really why we think that the Planning Board with any suggestions this Board has, will control where we are going to locate our improvements when we give them the site plan, the garage hopefully it's located properly because we have a building permit and a C.O. from the town when it was constructed that's before your time, Mike.

MR. BABCOCK: Maybe I can add to this, an accessory structure would only be 10 feet, Dan.

MR. LUCIA: Maybe it's not a problem.

MR. FENWICK: I think that's what we looked at and for further reference, this Board treats these pieces of property as if it is in fact R-1, it will always be R-1 so we have to look at it that way so in other words, everybody pulled out and left it now an R-1 we have to look at it that way so we treat the bulk table whatever we have to fit in to get it to work but we treat it that way. Any more questions from the Members of the Board? At this time, I'll open it up to the public. Try to be brief, give your name and address and stand, please.

NICHOLAS JONES: I adjoin this property. With that existing garage, I have always wondered I think it's kind of close to the line. I have never kicked about it, what is the allowance on that? I have heard 20 feet.

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MR. FENWICK: It's 10 feet on accessory structures.

MR. JONES: It's set at a different angle as it's shown on that and it's probably awfully close, that might barely make that 10 feet.

MR. FENWICK: There's not much we can do about it. There's a building permit and a C-0 as far as I know and if you could please address the warehouse that's the problem.

MR. JONES: Okay, I hold my hand, I guess you already have a copy of the first indenture of the original property of 1978, there's subjects on there that were restrictive covenants that shall run with the land forever. That's Liber 2,008, Page 95. No outside storage of any kind will be permitted. It's been there for eight years that I have known about it. No freestanding sign will be permitted on the property. There's a freestanding sign on the property in front of this property.

As opposed to this gentleman, it would hurt the values of the land around it. I may be forced out as a farm owner due to the taxes and everything else to subdivide. If you wanted to live in a subdivision, would you say, gee, should we have one warehouse to live next to or should we have two? I kind of dispute whether it hurts surrounding property value or not. With the past now not adhering to the Planning Board in its first deed, I worry about the second deed.

There was, we have had blasting problems on this property that adjoins when the Fire Inspector came out well it's expired but it's all right. My wife was three months pregnant at the time and was knocked down by a horse. Luckily, no one was hurt, no one was injured, no warning, the blasts seemed to be very -- you know, any other town if you were blasting with an expired permit, you would have quite a fine levied. No such problem here.

I suffer drainage problems now due to this other development. I have got a pond that silting. I have got a pipe that's plugged. I have a sob story too, I moved to this farm to raise a family and all of a sudden it's not country anymore. Now it's not the

October 29, 1958

value of the land is due you want a house next to two factories you know, let's give him a variance. I have a question the power which he gets any variance or anything that's asked for.

Originally, when I went to the Planning Board meetings about the subdivision this piece was going to be put on and a buffer zone for the houses that were going to be built. Now, the buffer zone wants to be a factory zone. It's everything gets turned around, politics, I don't know. I just don't. I'm so frustrated it's hard for me to talk about the whole thing but buffer zones turn into factories. I don't understand.

There's no proposed drainage, where is the drainage from this going to go? It's going to go into my field. There's nothing proposed. There's nothing needed. Proposed trees for screening, you know, it's quite ludicrous, you know, let's put a little tree we'll plant a pine tree and in 20 years from now it might screen this factory. You know, it's just totally absurd and now the Planning Board is here to protect all citizens and I have a piece of property that I would like to maintain my value on.

MR. FENWICK: Let me ask you something. Your property is to the bottom side?

MR. JONES: To the south, right. I never complain, I never, you know, about the existing garage which was added. I don't know who used a tape measure or who came out to measure it. I don't think it was Bob but I'd be willing to have anybody come out and I'll measure it with them. It's awful close. Like I say, the storage that's never been permitted it's been there eight years that I have known about.

MR. FENWICK: Doesn't look like the proposed buffer is going to be on your side of the property anyway.

MR. JONES: No, it's not, no. So, I mean, the first deed, if you look along these, they weren't followed so how do I trust this that anything else is going to be followed?

MR. LUCIA: Mr. Jones, if I could just raise just a couple points. The covenants that you see in the deed and that I asked Mr. Sheafe about are deed covenants

October 28, 1972

and are enforceable by the neighbors. It's not the providence of the zoning ordinance, Planning Board, to enforce those covenants, that's a matter of private legal action to be brought by you and your own neighbors, if you feel there's a violation. My only purpose in asking about them since they are in some way relevant to the relief that Mr. Sheafe is seeking before this Board, I wanted to determine that he is aware that there are certain covenants and they didn't prohibit what he's asking this Board to grant.

MR. JONES: He was aware of them but he never adhered to them.

MR. LUCIA: Relief is a private action. This Board cannot help you out in that regard.

MR. JONES: I hope the Board takes into consideration he admits to it, he doesn't know he hasn't had storage that's a consideration as to, can't tell your landowners you have to go out and get a lawyer to fight this because he's not following it. I'm not in the position to go out and hire a lawyer, you know, I'm a farmowner who's trying to hold onto his property.

MR. LUCIA: A number of other issues that you mentioned this Board doesn't want to turn a deaf ear to hear, site plan issues you need to raise them before the Planning Board. Issues with regard to drainage, screening, buffer, etc., are issues the Planning Board should consider. Mr. Sheafe, if he gets a variance here, has to go back to the Planning Board. That's the appropriate forum to raise that type of issue at.

MR. JONES: That was a question of mine that I wanted to ask but I didn't ask whether I should even be trying to present what I wanted to present.

MR. LUCIA: You did mention when this parcel was annexed to the original 1.7 acre piece, you thought the Planning Board had intended it to be a buffer; if that is in the Planning Board minutes, I'd like you to submit it to me, please. It's certainly an issue you want to raise when you get back to the Planning Board, if the applicant gets there, assuming there's an approval here. The more restricted issues before this Board is just the use variance, whether or not he can put up this warehouse in an R-1 zone so that the issues

October 28, 1951

you raise with regard to the property values being relevant that's the focus you really need to speak to at this point in terms of dollars and cents.

MR. JONES: Would you want to live next door to one factory or two so I mean you know property values I think would be affected if I'm forced to subdivide and I want to put house lots there it's going to decrease my property value in my opinion, I think anybody's honest opinion here now.

MR. LUCIA: Is all of the surrounding property residential and agricultural?

MR. JONES: Yes, it's agricultural by the State, even though when it was changed to R-1, you know, it still remains agricultural.

MR. LUCIA: Okay, thank you.

MR. FENWICK: Dan, you said you did a count on the storage percentage-wise and came up with 27%, is that before or after the warehouse is added?

MR. LUCIA: I believe it's after. Unfortunately, whoever did the map, didn't put a full zoned table on it but if you put together what is on the bottom here -- he shows existing building coverage 6%, proposed building coverage 10%. Existing pavement coverage is 9%, proposed pavement coverage is 17%. So, the resulting open space is existing 85% and a proposed 73% just subtracting it out that is 27% developmental coverage and I realize there's a couple different standards in R-1 but none of them are as high as 27% but really that's an issue that the Planning Board has to deal with. We raised it at the preliminary. We raised it again, you know, the applicant can handle it as he wishes when he gets back to the Planning Board.

MR. FENWICK: Any other members in the audience that would like to speak at this time? If not, I'll close it to the public at this time. I'll bring it back to the Members of the Board. We have our standard form from Orange County Planning probably should be writing these ourselves. Comment is there are no significant intercommunity or countywide concerns to bring to your attention. Maybe some but they are just not going to tell us what they are. Any questions from Members of

October 26, 1991

the Board?

MR. TORLEY: May I ask, still curious, need some information on how this additional property which was, which is zoned R-1, when it was transferred over is now going to be treated as commercial?

MR. HUNTER: Well, it's not really being treated as commercial. That's why they are here for a use variance, it's R-1 property. They'd like to put a commercial use on that and they have a nonconforming use which by virtue in the change of zoning on the existing piece and they now have added some additional acreage to it to put up the warehouse.

MR. TORLEY: So, it's really is not an extension of a nonconforming use, it's a conversion of an R-1 property to essentially OLI?

MR. LUCIA: It's an extension but it's certainly over 30% so it comes in as a use variance.

MR. FENWICK: How long is the new piece of property been on the old piece of property total 3.2 acres, how long has it been one?

MR. SHEAFE: This year.

MR. TORLEY: That's what's giving me cause, I have absolutely no problem, he built his business in accordance with the zoning. They change the zoning and now he's taking a piece of land that R-1 and putting it into OLI.

MR. FINNEGAN: When he bought that property, it was OLI.

MR. FEINBERG: Including the new subdivision was OLI.

MR. FINNEGAN: He had a business building and a business wants to expand its piece of property now all in one.

MR. FEINBERG: When he bought it all of it was OLI including the subdivision.

MR. FENWICK: Right, but that subdivision was not added on until recently.

October 28, 1991

MR. SHEAFE: Correct.

MR. TORLEY: If you go from 1.78 to 3.2 before it was rezoned, I don't have any problem at all but now it was rezoned to R-1 now it's being moved over.

MR. SHEAFE: Originally, we had planned on going with 5-acre lots all the way down 207 and all of them to be OLI. But, we just didn't proceed with it. And then all of a sudden it was no longer OLI, all of the engineering and everything that went into it was no longer any good so we pursued the R-1 to subdivide it.

MR. FENWICK: Any other comments from Members of the Board. This piece of property that you added on that was a piece of property by itself or was that a piece of property that was taken from another piece?

MR. LOEB: When, let me see if I clarify the situation because I'm afraid it's not clear. The first parcel that the Sheafes bought was a triangular shaped parcel of 1.78 acres that was in 1975. I'm speaking now from memory. They then acquired additional lands in 1980 --

MR. SHEAFE: Thirty-six (36) acres all totaled.

MR. LOEB: Again, the property along 207 was zoned OLI when they acquired it so they owned a big parcel of land. When they started to consider what they were going to do in development, they discovered much to their horror, chagrin and amazement that it was no longer OLI, whether they should have known or whether they were asleep at the switch, I can't tell you. All I know is they thought it was OLI and found that it was R-1. So, here they are with land adjoining their commercial land which is now R-1. They went to the Planning Board and said we want to develop this property, this property being the adjoining land to the east as residential and secured a subdivision but the Sheafes and the Planning Board also discussed the fact that the Sheafes knew they need to expand by building not a factory but a dry warehouse for storage purposes next to the original parcel and the Planning Board and the subdivision created a not residential building lot not a lot that you could get a building permit on to build a single family home. Not a lot that went to Orange County Department of Health for its review and

October 23, 1991

approval. A lot that was directed to be merged with the original triangular shaped parcel of 15.78 acres. It does not change the zone. It is still R-1. The original property is still R-1. We can't change it to OLI. So, we had no other course of action if we wanted to build other than to apply for a use variance. We explored the expansion of a pre-existing use. You heard Dan Lucia explain it's not available to us. That's a different approach so we had to bite the bullet and come to you and seek a use variance so that we could build the warehouse on a piece of property which includes the original commercial property, original OLI, originally equipped with building permits and C.O.'s but no longer one that is OLI.

It was a bitter lesson the Sheafes learned about reading the legal notices in the newspapers but that's the only way you know if a rezoning takes place. There are no letters the way there are in a zoning amendment.

MR. LUCIA: The adjacent property to the east nearest the warehouse is still owned by the Sheafes?

MR. LOEB: Yes, they own this, the original parcel, they own the parcel that was merged and they own this land which is now a map approved by the Planning Board. These are residential lots.

MR. LUCIA: Actually owned by Sheafe?

MR. LOEB: Yes and this parcel shows on the map not an approved residential lot, not submitted to Orange County, not part of the subdivision.

MR. SHEAFE: The only restriction on parcel A was that it not be subdivided from that lot and become a separate lot and as I understand it, if I were granted approval, this would still be treated as R-1, correct, it wouldn't become OLI?

MR. LUCIA: It never changes until the Town Board changes it.

MR. SHEAFE: So forever it's still R-1?

MR. LUCIA: That's right.

MR. SHEAFE: Okay, thank you sir.

October 28, 1991

MR. NUGENT: How did that lot get to be attached, a lot line change, is that how it was done?

MR. BABCOCK: Yes, subdivision and lot line change.

MR. LOEB: Made it unusual was that we were the same owner on both sides so you don't think of that when you think of a lot line change but that's what happened.

MR. LUCIA: I have a couple of things we should do on the SEQRA I think you might want to or the Zoning Board of Appeals to declare itself involved agency with regard to the use variance assuming the Board will declare itself, assuming the Planning Board has not yet taken that action.

MR. FENWICK: Not according to the minutes.

MR. LOEB: I think they sent us right here.

MR. FENWICK: According to what I saw, they weren't going to become a lead agency until they came back. We need a motion to that affect.

MR. TANNER: I make a motion that we become the involved agency.

MR. NUGENT: I'll second it.

ROLL CALL:

| | |
|--------------|-----|
| Mr. Torley | Aye |
| Mr. Finnegan | Aye |
| Mr. Tanner | Aye |
| Mr. Nugent | Aye |
| Mr. Fenwick | Aye |

MR. LUCIA: You may want to entertain a motion if appropriate for a negative declaration under SEQRA for the requested use variance on basis that there is no significant adverse environmental impacts from this application.

MR. TORLEY: How do we know that? What information says that?

October 28, 1991

MR. LUCIA: Well, you have heard the applicant, they have submitted a short Environmental Assessment Statement which I think probably is still in the file.

MR. NUGENT: I'm not sure exactly what that is.

MR. LUCIA: That is the short Environmental Assessment Form the applicant has read it. I can explain it to you.

MR. NUGENT: I'd like to have it explained as one of the gentleman brought up in the audience about the drainage; wouldn't that be part of that?

MR. LOEB: I can speak to that if you want. As Dan pointed out, this is an interesting environmental inquiry in that there are two actions, one this Board's action on the use variance if it's granted and then the second action taken by the Planning Board on the site plan. I would certainly expect that any plan that was submitted and approved by the Planning Board would not create a drainage problem for the neighbors. I have no doubt as to the sincerity of what the gentleman said about the drainage question. I'm certain that Mark Edsall the engineer for the Town of New Windsor will review that plan and if there is a drainage question, will direct that we correct it. That issue and issues of that nature have got to be addressed by the Planning Board during the site plan review. Those issues are concerns of every Board but the responsibility, let me put it that way, of the Planning Board. If this Board acted, you might want to indicate to the Planning Board that that issue was raised at the public hearing. I have already made a note of it so that I would see that that was addressed when I went to the Planning Board in any event but I think that that's a different, those issues are the responsibility of a different Board to address.

MR. TANNER: I think what we are taking is that basically allowing him to put up this type of building is not going to change the environment. The specifics of how the building is built is what the Planning Board handles and that could have an effect.

MR. LUCIA: Yes, our impetuous on SEQRA is strictly with regard to the use variance, the granting of the use variance has no adverse environmental impact. I

October 25, 1991

didn't mean to anticipate your motion, you can make a positive motion of that's your feeling. I'm suggesting a motion in one way or the other.

MR. FINNEGAN: These matters are determined by the Planning Board.

MR. LUCIA: The site plan issues are raised at the Planning Board.

MR. TANNER: I make a motion we declare a negative declaration.

MR. FINNEGAN: I'll second it.

ROLL CALL:

| | |
|--------------|---------|
| Mr. Torley | Abstain |
| Mr. Finnegan | Aye |
| Mr. Tanner | Aye |
| Mr. Nugent | Aye |
| Mr. Fenwick | Aye |

MR. FENWICK: Anymore questions by the Members of the Board? I'll ask our attorney if you feel there'd be sufficient evidence as presented by the applicant if in fact this were granted for a formal decision. Any other questions you'd like to ask the applicant?

MR. LUCIA: No, I think I have inquired as to everything I want to know. I think this Board all of the three requirements for unnecessary hardship on a use variance and I think you had before you sufficient evidence to make a finding, it's up to you.

MR. FENWICK: I'll ask for a motion to grant the variance.

MR. TANNER: I'll make a motion we grant the variance.

MR. FINNEGAN: I'll second it.

ROLL CALL:

| | |
|--------------|-----|
| Mr. Torley | No |
| Mr. Finnegan | Aye |
| Mr. Tanner | Aye |

October 28, 1991

Mr. Nugent No
Mr. Fenwick No

MR. LOEB: Thank you for giving us a full opportunity
to make a presentation.

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

10/28/91 Public Hearing - Sheafe, Wayland

Objection

Name:

Nicholas Jones

Address:

1589 Route 207 Rock Tavern, NJ

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

28

Date: September 17, 1991

I. Applicant Information:

- (a) WAYLAND H. AND JOY C. SHEAFE P.O. Box 21 Rt. 207 Rock Tavern, NY 12575
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) Drake, Sommers, Loeb, Tarshis & Catania One Corwin Ct. PO Box 1479, Newburgh, NY 12550
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. Property Information:

- (a) R-1 1081 Route 207 29-1-43.1 3.2 ± acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? AP
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 1975
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? Yes When? 1975
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: Yes. Sixteen pallets of pipe and fifteen crates of cast iron fittings.

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use _____ Regs., Col. A,B, to allow:
(Describe proposal) Construction of a detached 4800 sq.ft. warehouse for cold storage of air conditioning units. Proposed warehouse will not require any water or sewer services and will provide sufficient on site parking.

- (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.

Property purchased in 1975 was zoned OLI. After 16 years of operating business applicants are unable to accomodate the expansion of their business because of a 1986 zone change to R-1 which made business a non-conforming use. Applicants are suffering hardship in not being able to use their property as originally intended and after expending 16 years of time, effort and expense in developing their business.

V. Area variance: N/A

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

| Requirements | Proposed or Available | Variance Request |
|------------------------|-----------------------|------------------|
| 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** | _____ | _____ |

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

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 | _____ | _____ | _____ |
| Sign 5 | _____ | _____ | _____ |
| Total | _____ sq.ft. | _____ sq.ft. | _____ sq.ft. |

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

N/A

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

VII. Interpretation:

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

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

N/A

VIII. Additional comments:

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

Proposed warehouse will be constructed so as to be consistent with their existing building. Additionally, Warehouse will be located in an area with sufficient natural buffer so as to protect view of adjoining land owner and from Route 207. Applicants' plan also calls for additional tree planting to provide buffer from residential lots now owned by Applicants.

IX. Attachments required: minutes from New Windsor Planning Board

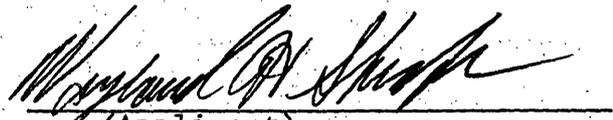
- Copy of ~~Letter of Intent from King Zoning Department~~
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- Check in the amount of \$50.00 payable to TOWN OF NEW WINDSOR.
- Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date September 16, 1991

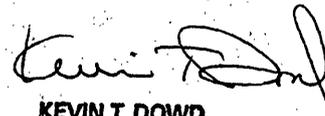
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

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



(Applicant)

Sworn to before me this
16th day of September, 1991.


KEVIN T. DOWD
Notary Public, State of New York
#4937097
Qualified in Orange County
Commission Expires June 20, 1992

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
- Special Permit is _____.
- (c) Conditions and safeguards: _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

ZONING BOARD OF APPEALS: TOWN OF NEW WINDSOR, NEW YORK

In the matter of the application

of

MR. & MRS. WAYLAND SHEAFEE and RAYMOND ROWELL

DECISION
GRANTING A VARIANCE

WHEREAS, Robert Devitt, Esq., attorney for Mr. & Mrs. Wayland Sheafee, filed on the 14th day of April, 1975, an application for a variance of Chapter , Section of the Zoning Code of the Town of New Windsor to permit the construction of a storage warehouse and a single family residence on a lot in an OLI District on Route 207 in the Town of New Windsor, which lot contains 77,537 square feet and which does not meet the minimum requirement of 80,000 square feet for such buildings in an OLI Zone, and

WHEREAS, a public hearing on this application was held by the Board of Appeals at the Town Hall, 555 Union Avenue, New York on the 24th day of February, 1975, after due notice by publication in the EVENING NEWS, and

WHEREAS, at said hearing the petitioners and their attorney appeared in support of said application, and Mr. Anthony Congelosi, who is lessee of the land all around the lot which is the subject of the variance application, appeared in opposition thereto, and

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

1. The applicant has a parcel of land which contains 1.78 acres and which comprises approximately 95% of the required 80,000 square foot requirement for construction of a storage warehouse and care-take residence in an OLI Zone.

2. The applicant conforms to all other requirements of the OLI Zone except for the small square footage deficiency.

3. The variance, would not substantially increase population density and would have no adverse affect on governmental facilities such as fire, water, garbage, etc.

4. The variance would not cause a substantial change in the character of the neighborhood or a substantial detriment to the adjoining properties.

5. The difficulty cannot be obviated by some method which is feasible for the applicant, other than a variance. In consideration of all the above factors, it is found that the interests of justice will be served by allowing the variance and that the practical difficulty test has been satisfied and the area variance should be granted.

NOW THEREFORE BE IT RESOLVED that this application and the same hereby is granted by decision of the Zoning Board of Appeals, and the Building Inspector of the Town of New Windsor be and he hereby is authorized to issue a building permit for said construction upon compliance by the applicant with all other provisions of the building code and zoning code of the Town of New Windsor and all other regulations pertaining to building of this type including approval by the Planning Board, if otherwise required.

CORRECTION HW 8836

This Indenture,

Made the ^{16th} day of May, nineteen hundred and seventy-five

LIBER 2008 PG 94

Between RAYMOND ROWELL, residing at 22 Pierces Road, City of Newburgh, County of Orange and State of New York, and LINDA S. PIKE, residing at 221 North Plank Road, Town of Newburgh, County of Orange and State of New York, as tenants in common, and DYNAMIC PLUMBING & HEATING COMPANY INC. with its principal place of business at 4 Glenn Round, Rock Tavern, New York

parties of the first part, and

WAYLAND H. SHEAFE and JOY C. SHEAFE, husband and wife, both residing at 4 Glenn Round, Town of New Windsor, County of Orange and State of New York,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of TEN and no/100 (\$10.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever,

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

BEGINNING at a point marked by a pipe at a stone wall intersection, said point being located on a course of South 67° 55' 30" East 185.70 feet from a pipe at an intersection of stone walls on the easterly side of Getty Lane, said point being also the westerly most point of the premises hereby conveyed; thence from said point of beginning along a stone wall on the southerly side of Route 207, North 72° 44' 20" East 174.50 feet to a point; thence North 67° 56' 50" East 133.40 feet to a point, thence North 64° 23' 10" East 192.10 feet to a pipe in a stone wall; thence through lands of Lor Jo Realty Corporation South 03° 35' 50" West 364.34 feet to an old wood post at an intersection of stone walls and the northerly line of lands of Congelosi; thence along said stone wall and lands of Congelosi, North 67° 55' 30" West 475.50 feet to the point or place of beginning. Containing 1.78 acres more or less according to a map entitled "Lands to be Conveyed to Josef DeBoer", dated September 23, 1967 by L.R. Talbot, P.E. & L.S. Lic. # 12738.

SUBJECT to the following conditions and covenants which shall run with the land forever:

1. No manufacturing activity of any kind shall be carried on.
2. No trailer or mobile home shall be maintained on the premises.
3. No chickens, cows, horses, pigs or other animals shall be raised on the premises, nor shall any slaughtering or meat processing activity be permitted.
4. No junk yard or scrap metal business shall be carried on.
5. No activity which creates noxious odors, fumes or smoke shall

Between RAYMOND ROWELL, residing at 22 Pierces Road, City of Newburgh, County of Orange and State of New York, and LINDA S. PIKE, residing at 221 North Plank Road, Town of Newburgh, County of Orange and State of New York, as tenants in common, and DYNAMIC PLUMBING & HEATING COMPANY INC. with its principal place of business at 4 Glenn Round, Rock Tavern, New York

parties of the first part, and

WAYLAND H. SHEAFE and JOY C. SHEAFE, husband and wife, both residing at 4 Glenn Round, Town of New Windsor, County of Orange and State of New York,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of TEN and no/100 (\$10.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever,

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

BEGINNING at a point marked by a pipe at a stone wall intersection, said point being located on a course of South 67° 55' 30" East 185.70 feet from a pipe at an intersection of stone walls on the easterly side of Getty Lane, said point being also the westerly most point of the premises hereby conveyed; thence from said point of beginning along a stone wall on the southerly side of Route 207, North 72° 44' 20" East 174.50 feet to a point; thence North 67° 56' 50" East 133.40 feet to a point, thence North 64° 23' 10" East 192.10 feet to a pipe in a stone wall; thence through lands of Lor Jo Realty Corporat. South 03° 35' 50" West 364.34 feet to an old wood post at an intersection of stone walls and the northerly line of lands of Congelosi; thence along said stone wall and lands of Congelosi, North 67° 55' 30" West 475.50 feet to the point or place of beginning. Containing 1.78 acres more or less according to a map entitled "Lands to be Conveyed to Josef DeBoer", dated September 23, 1967 by L.R. Talbot, P.E. & L.S. Lic. # 12738.

SUBJECT to the following conditions and covenants which shall run with the land forever:

- 1. No manufacturing activity of any kind shall be carried on.
2. No trailer or mobile home shall be maintained on the premises.
3. No chickens, cows, horses, pigs or other animals shall be raised on the premises, nor shall any slaughtering or meat processing activity be permitted.
4. No junk yard or scrap metal business shall be carried on.
5. No activity which creates noxious odors, fumes or smoke shall be permitted.

BEING the same premises conveyed by deed to Raymond Rowell by Josef DeBoer and Celia DeBoer by Barry B. Silver, their attorney-in-fact, dated May 28, 1971 and recorded in the Orange County Clerk's Office on June 1, 1971 in Liber 1874 at page 539.

ALSO SUBJECT to the following restrictive covenants which shall run with the land forever:

1. No outside storage of any kind will be permitted.
2. All existing trees are to remain except the trees which must be cut down for the construction of the building.
3. No free standing sign will be permitted on the property.

The above restrictive covenants will inure to the benefit of the Town of New Windsor and the Town Planning Board of the Town of New Windsor or its successors.

This is a correction deed given to correct the grantee in deed which was recorded in the Orange County Clerk's Office on April 24, 1975 in Liber 2005 of deeds at page 913, in which the grantee was erroneously given as Dynamic Plumbing and Heating Company, Inc.

Dynamic Plumbing & Heating ^{Company} ~~Cox~~, Inc. joins in the execution of this instrument for the purpose of ratifying and confirming title in the grantees herein.

This conveyance has been made with the unanimous consent in writing of all the stockholders of Dynamic Plumbing & Heating Company, Inc.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to the said premises.

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever. as tenants by the entirety

And the said Parties of the First Part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever

And The grantors, in compliance with Section 13 of the Lien Law, covenant as follows: That they 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 that they 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 parties of the first part have hereunto set their hand and seal the day and year first above written

In the Presence of:
Corrected Deed-Consideration
less than
\$100.00

Raymond D. Powell
Raymond Powell

Linda S. Pike
Linda S. Pike

Company
Dynamic Plumbing & Heating Co., Inc.

by: Maryland A. Shape Co.



as tenants by the entirety

And the said Parties of the First Part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever

And The grantor s, in compliance with Section 13 of the Lien Law, covenant as follows: That they 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 that they 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 parties of the first part have hereunto set their hand and seal the day and year first above written

In the Presence of:

Corrected Deed-Consideration less than \$100.00

Raymond Rowell

Raymond Rowell

Linda S. Pike

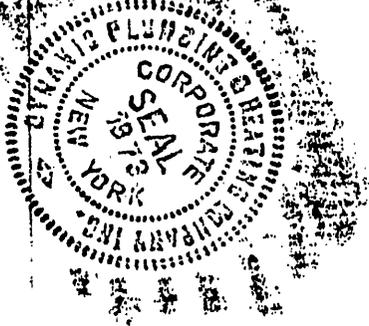
Linda S. Pike

Company

Dynamic Plumbing & Heating Co. Inc.

by:

Wayland A. Shape Co.



State of New York, County of ORANGE

ss.:

On the 16th day of May, nineteen hundred and seventy-five before me personally came RAYMOND ROWELL and LINDA S. PIKE

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

Nancy Husos

Notary Public

NANCY HUSOS Notary Public in the State of New York Residing in Orange County Commission Expires March 30, 1977

2005-913 D

Deed.

RAYMOND ROWELL and
LINDA S. PIKE and
DYNAMIC PLUMBING & HEATING
COMPANY, INC.

TO

WAYLAND H. SHEAFE and
JOY C. SHEAFE

Dated, May 20 19 75

Orange County
Recorded on *23rd*
May 75 3114
Book *2998*
and Examined

C. H. Winters

Richy

LAW OFFICES OF
DEVITT AND DEVITT
248 BROADWAY
NEWBURGH, NEW YORK 12550

E.
7-

STATE OF NEW YORK
COUNTY OF ORANGE) ss:

On the *10th* day of May, 1975 before me came Wayland H. Sheafe to me known, who, being by me duly sworn, did depose and say that he resides at Rock Tavern, New York; that he is the President of Dynamic Plumbing & Heating Company, Inc. the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by like order.

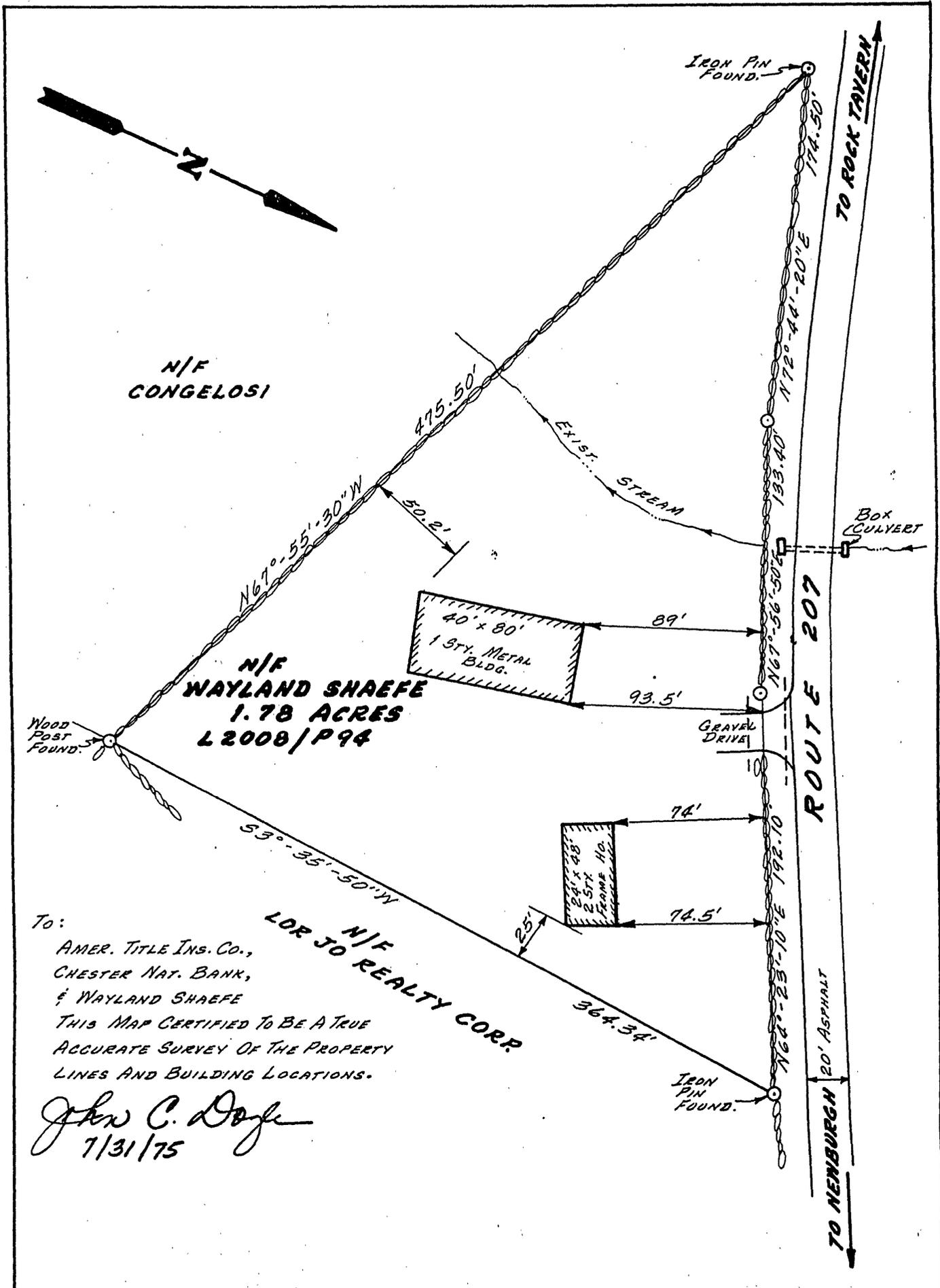


ROBERT M. DEVITT
Notary Public, State of New York
Qualified in Orange County
Commission Expires March 30, 19 76

[Signature]

ORANGE COUNTY
0 5 5 3 3
REAL ESTATE
TRANSFER TAX
DEPT. OF TAXATION
& FINANCE
STATE OF NEW YORK
PA. 10951
00.00

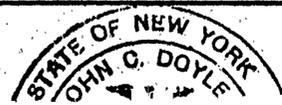
LIBER 2008 PG 97

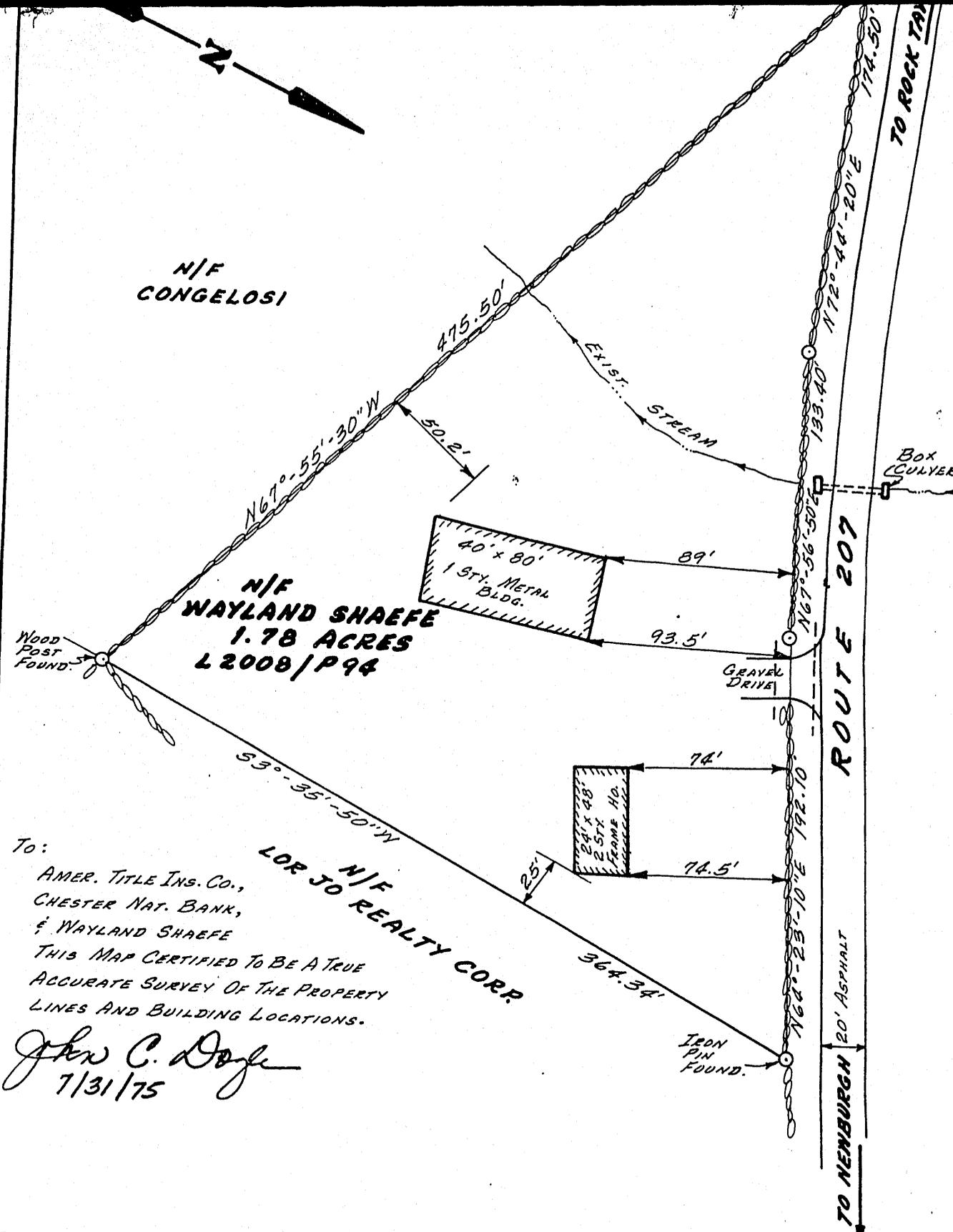


To:
 AMER. TITLE INS. CO.,
 CHESTER NAT. BANK,
 & WAYLAND SHAEFE
 THIS MAP CERTIFIED TO BE A TRUE
 ACCURATE SURVEY OF THE PROPERTY
 LINES AND BUILDING LOCATIONS.

John C. Doyle
 7/31/75

**SURVEY OF THE LANDS OF
 WAYLAND SHAEFE**





To:
 AMER. TITLE INS. CO.,
 CHESTER NAT. BANK,
 & WAYLAND SHAEFFE
 THIS MAP CERTIFIED TO BE A TRUE
 ACCURATE SURVEY OF THE PROPERTY
 LINES AND BUILDING LOCATIONS.

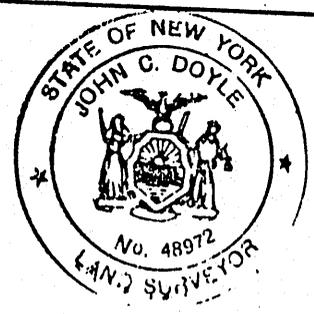
John C. Doyle
 7/31/75

**SURVEY OF THE LANDS OF
 WAYLAND SHAEFFE**

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

D. F. FULLAM & ASSOC.
 POUGHKEEPSIE, N. Y.

SCALE:
 1" = 60'
 JULY 28, 1975



HILL-N-DALE ABSTRACTERS, INC.

168 MAIN STREET GOSHEN, NEW YORK, 10924
TEL: 914-294-5110



POLICY WRITING AGENT FOR
American TITLE INSURANCE COMPANY

PRELIMINARY CERTIFICATE AND BINDER

NO. HN 9140

| | | | |
|-----------------|---|--------------|---------------------|
| Application of | <u>Robert Devitt, Esq.</u> | owner's | \$ _____ |
| | (Name of attorney or firm applying for insurance) | for lessee's | \$ _____ |
| policy insuring | <u>Chester National Bank</u> | mortgagee's | \$ <u>35,000.00</u> |
| | (Name of party to be insured) | | |

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

WAYLAND H. SHEAFE & JOY C. SHEAFE

who acquired title by deed from See Schedule "C" Below
dated _____ and recorded _____ in Liber _____ at page _____

SCHEDULE A

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

See Schedule "A" Attached:

SCHEDULE " C "

Deed dated March 27, 1975, made by Raymond Rowell, and Linda S. Pike to Dynamic Plumbing & Heating Company, Inc. recorded in Orange County Clerk's Office on April 24, 1975 in Liber 2005 cp. 913, said Deed corrected by Deed dated May 16, 1975, made by Raymond Rowell, Linda S. Pike, and Dynamic Plumbing & Heating Company, Inc. to Wayland H. Sheafe & Joy C. Sheafe recorded in Orange County Clerk's Office on May 25, 1975 in Liber 2008 cp. 94.

SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges Town of NewWindsor
County of Orange
State of New York

See Attached:

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assinment thereof None (0)

PRELIMINARY CERTIFICATE AND BINDER

NO. HN 9140

Application of Robert Devitt, Esq. owner's \$ _____
 (Name of attorney or firm applying for insurance) for lessee's \$ _____
 policy insuring Chester National Bank mortgagee's \$ 35,000.00
 (Name of party to be insured)

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

WAYLAND H. SHEAFE & JOY C. SHEAFE

who acquired title by deed from See Schedule "C" Below
 dated _____ and recorded _____ in Liber _____ at page _____

SCHEDULE A

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

See Schedule "A" Attached:

SCHEDULE "C"

Deed dated March 27, 1975, made by Raymond Rowell, and Linda S. Pike to Dynamic Plumbing & Heating Company, Inc. recorded in Orange County Clerk's Office on April 24, 1975 in Liber 2005 cp. 913, said Deed corrected by Deed dated May 16, 1975, made by Raymond Rowell, Linda S. Pike, and Dynamic Plumbing & Heating Company, Inc. to Wayland H. Sheafe & Joy C. Sheafe recorded in Orange County Clerk's Office on May 25, 1975 in Liber 2008 cp. 94.

SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges Town of NewWindsor
 County of Orange
 State of New York

See Attached:

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assignments thereof None (0)

Mortgagor: _____ Mortgagee: _____
 Amount: \$ _____ Dated: _____ Recorded: _____ Liber _____ Page _____

All the terms and conditions of the mortgages noted herein are not set forth. The applicant should acquaint himself with such facts before closing title.

SCHEDULE B (continued)

3. Zoning Restrictions or Ordinances Imposed by any Governmental Body.
4. Restrictive Covenants, Easements, Agreements, and Consents, Including Set-Back Established by Filed or Recorded Map.

Grant: Liber 706 cp. 520 - Liber 743 cp. 565
Liber 1004 cp. 36 - Liber 1483 cp. 109
Liber 1489 cp. 299

5. Survey Covenants and Restrictions: Liber 1780 cp. 256
Liber 2005 cp. 913 - Liber 2008 cp. 94.

Any State of Facts a survey of the premises described in Schedule "A" would disclose.

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

How Disposed of

- A. The Company does not insure that the buildings or other erections upon the premises herein, or the use, comply with Federal, State and Municipal Laws, regulations and ordinances.
- B. No title to personal property will be insured nor has any search for chattel mortgages been made.
- C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
- D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
- I. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which personal inspection of the premises herein described would disclose.
- N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. The 1975/76 School Tax a lien as of July 1, 1975
- P. No lands lying in the bed of any street or road abutting or bounding premises in Schedule "A" are insured.

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

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

Any State of Facts a survey of the premises described in Schedule "A" would disclose.

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

7. Other Encumbrances or Defects:

How Disposed of

- A. The Company does not insure that the buildings or other erections upon the premises herein, or the use, comply with Federal, State and Municipal Laws, regulations and ordinances.
- B. No title to personal property will be insured nor has any search for chattel mortgages been made.
- C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
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- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
- I. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which personal inspection of the premises herein described would disclose.
- N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. The 1975/76 School Tax a lien as of July 1, 1975
- P. No lands lying in the bed of any street or road abutting or bounding premises in Schedule "A" are insured.

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

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

This title is certified down to the 10 day of July, 19 75, at _____ o'clock _____ M.

Approved Attorney(s)

BINDER FOR INSURANCE TO: Chester National Bank

(Name of party to be insured)

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

Executed this 10 day of July, 19 75

AMERICAN TITLE INSURANCE COMPANY

By: 

SCHEDULE " A " .

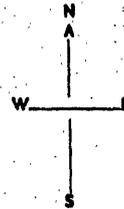
¶ that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, Orange County, New York, and more particularly bounded and described as follows:

BEGINNING at a point marked by a pipe at a stone wall intersection, said point being located on a course of South 67° 55' 30" East 185.70 feet from a pipe at an intersection of stone walls on the easterly side of Getty Lane, said point being also the westerly most point of the premises hereby conveyed; thence from said point of beginning along a stone wall on the southerly side of Route 207, North 72° 44' 20" East 174.50 feet to a point; thence North 67° 56' 50" East 133.40 feet to a point; thence North 64° 23' 10" East 192.10 feet to a pipe in a stone wall; thence through lands of Lor Jo Realty Corporation section of stone walls and the northerly line of lands of Congelosi; thence along said stone wall and lands of Congelosi, North 67° 55' 30" West 475.50 feet to the point or place of beginning. Containing 1.78 acres more or less according to a map entitled "Lands to be Conveyed to Josef DeBoer", dated September 23, 1967 by L.R. Talbot, P.E. & L.S. Lic. # 12738.

1. TAX SEARCH

Title No.

Town of New Windsor
County of Orange
State of New York



THE TAX SEARCH MADE
HEREIN COVERS ONLY THE
PREMISES SHOWN ON ABOVE
DIAGRAM, AND NO SEARCH IS
MADE AGAINST ANY PART OF
THE STREET ON WHICH SAID
PREMISES ADJUT.

Sec. Block Lot No.
Ward Block Lot No.

For Information only:
Assessed Valuation for year

HOW DISPOSED OF

RETURNS.

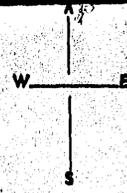
State, County, Town Tax
\$165.62 paid 1-31-75

Taxes paid through 1975 State, County, Town Taxes

The 1975/76 School Tax a lien as of July 1, 1975.
(See Photostat Receipts attached)

POLICY WILL EXCEPT ALL UNPAID WATER RATES AND/OR SEWER
RENTS OR ASSESSMENTS IN THE

DIAGRAM, AND NO SEARCH IS MADE AGAINST ANY PART OF THE STREET ON WHICH SAID PREMISES ADJUT.



Town of New Windsor
County of Orange
State of New York

Sec. Block Lot No.
Ward Block Lot No.

For Information only:
Assessed Valuation for year

HOW DISPOSED OF

RETURNS.

State, County, Town Tax
\$165.62 paid 1-31-75

Taxes paid through 1975 State, County, Town Taxes

The 1975/76 School Tax a lien as of July 1, 1975.
(See Photostat Receipts attached)

POLICY WILL EXCEPT ALL UNPAID WATER RATES AND/OR SEWER RENTS OR ASSESSMENTS IN THE ABSENCE OF PAID BILLS AND RECEIPTS TO BE PRESENTED AT CLOSING.
IF WATER IS NOT SUPPLIED BY THE MUNICIPALITY IN WHICH THE PROPERTY IS LOCATED, AN INVESTIGATION MUST BE MADE BY THE PURCHASER OR HIS AGENT AS TO THE SOURCE OF SUPPLY OF SAID WATER AND WHETHER OR NOT CHARGES ARE DUE THEREFORE.
IF THE SAID PREMISES ARE IN AN INCORPORATED VILLAGE, VILLAGE TAX ROLL MUST BE FILED.
DOES NOT INCLUDE ASSESSMENTS FOR ANY SPECIAL DISTRICT NOT A PART OF THE STATE AND COUNTY TAX ROLL.

In consideration of the sum of \$1.00 paid to the undersigned by Central Hudson Gas and Electric Corporation the receipt whereof is hereby acknowledged, the undersigned hereby grants and conveys unto said corporation its successors and assigns a perpetual right of way to erect, operate and maintain a pole line with the necessary cross arms, guys and other fixtures adapted to the carrying of current for light or power, along and within the limits of the following roads; the exact location to be approved by the grantor, before any construction is begun:

1. Along the south side of the Improved Highway known as Little Britain Road and leading from Newburgh to Goshen,

Together with the right to trim any trees along the line necessary to keep the wires thereof clear 5 feet.

It is understood that the line covered by this easement is not intended for transmission purposes and that the voltage of the line shall not at any time exceed the normal distribution voltage of the system for that locality.

It is further understood that if at any time any pole or poles or any guy or guys in the judgment of the grantor should interfere with the development of the property, the grantee shall within 60 days after being notified by the grantor move the pole or poles, guy or guys to some other reasonable location to be designated at the time by the grantor on the grantor's property. The expense of this change shall be borne solely by the grantee.

This property is situated in the Township of New Windsor, County of Orange, State of New York and is bounded on the east by the lands of Thomas Pondell and on the west by the land of Joseph Conger.

The covenants and conditions shall apply to the heirs,

Dated Feb. 14, 1930

Rec. Apr. 30, 1930

L. 706 cp. 520

HANNAH A. VANCE (L.S.)

In consideration of the sum of \$1.00 paid to the undersigned by Central Hudson Gas and Electric Corporation the receipt whereof, is hereby acknowledged, the undersigned hereby grants or conveys to said corporation its successors and assigns an easement and right of way to erect, operate and maintain a pole line with the necessary cross arms, guys and other fixtures adapted to the carrying of electric current for light or power, on lands of the undersigned and within the limits of and along the westerly side of the public highway known as the "Bull Road" extending from the improved highway known as the Little Britain Road leading from Newburgh to Goshen; the exact location to be approved by the grantor, before any construction is begun;

Together with the right to trim any trees along the line necessary to keep the wires thereof clear 5 feet.

It is understood that the line covered by this easement is not intended for transmission purposes and that the voltage of the line shall not at any time exceed the normal distribution voltage of the system for that locality.

It is further understood that if at any time any pole or poles or any guy or guys in the judgment of the grantor should interfere with the development of the property the grantee shall within 60 days after being notified by the grantor move the pole or poles, guy or guys to some other reasonable location to be designated at the time by the grantor on the grantor's property. The expense of this change shall be borne solely by the grantee.

The property of the undersigned affected by this easement is situated in the Township of New Windsor, County of Orange and State of New York.

The provisions hereof shall apply to and bind the heirs, legal representatives, successors and assigns of the undersigned and said corporation.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration the receipt whereof from CENTRAL HUDSON GAS AND ELECTRIC CORPORATION, a domestic Corporation having its principal office (residence) at South Road (no street number) Poughkeepsie, New York and NICHOLS TELEPHONE COMPANY a domestic corporation having its principal office (residence) at Monroe, N.Y. (no street number) is hereby acknowledged, the undersigned hereby grants and conveys unto the said corporations and each of them, their respective successors, assigns and lessees an easement and right of way in, upon, over, under and across the lands of the undersigned, including roads and highways, thereon and adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York,

Said easement for installation of lines on undersigned property on east side of Ferris-Getty Lane.

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

Together with the right also to attach guy wires to trees on said property and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 10 feet from the wires of said corporations.

The exact location of said easement and line is to be determined by said corporations having regard to the origin, general direction and determination of said line and the results

may subsequently be devoted, the corporations will on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only one such removal may be required.

Central Hudson Gas and Electric Corporation and Highland Telephone Company shall reimburse the undersigned for any damage to his property caused solely by the said corporations in repairing the line to be located in this easement.

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

RAY VANCE (L.S.)

Dated Apr. 17, 1945

Rec. June 22, 1946

L. 1004 ep. 36

In consideration of the sum of \$1.00 and other valuable consideration the receipt whereof from Central Hudson Gas and Electric Corporation, a Domestic Corporation having its principal office (residence) at South Broadway Street, New York, and New York Telephone Company, a Domestic Corporation having its principal office (residence) at 140 West Street, New York, New York is hereby acknowledged, the undersigned hereby grant (s) and convey (s) unto the said corporation (s) and each of them, their respective successors, assigns and lessees and easement and right of way 30 feet in width throughout its extent in, upon, over, under and across the lands of the undersigned, including roads and highways, thereon and adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of Bull Road on the East in a westerly direction to the property line of Central Park Street, thence northerly to Britain Road on the South in a northerly direction to the property line of Gratz on the North along Maple Avenue.

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

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned as in the judgment of said corporation (s), their respective successors, assigns and lessees, may interfere with, obstruct or hinder the construction, operation or maintenance of said rights lines and fixtures or any thereof.

The exact location of said easement and line is to be as determined by said corporation (s) having regard to the origin, general direction and destination of said line and the requirements of said corporations.

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structures shall be erected within the limits of the right of way without the written consent of said corporation (s), ^{and} provided that damage to the property owned by the undersigned caused solely by said corporation (s), their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation (s), their respective successors, assigns or lessees.

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

Witness my hand and seal this 16th day of October, 1958
Charles E. Cattaneo
President

Dated: October 16, 1958

At: November 17, 1958

Book 1453 p. 109

LOWE-JO REALTY CORPORATION
(Inc.) by Charles W. Gattuso, Trustee

CHARGE
FILED IN Book 2, 1950
Nov. 19, 1950
Page 2
Liber 1483, 239

UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA
MORTGAGE AND TRUST DEPARTMENT
OF BANK OF AMERICA

Same language etc., etc., as in Liber 1483 op. 109, except
second paragraph here reads:

"Said easement and line shall extend from the property line of
Little Britain Road, Route 207 on the South in a northerly direction
to the property line of seats on the North along a proposed road
as shown on a map entitled Stewart Manor, Map of Lands of Lowe-Jo
Realty Corp., and filed in Prince George's County Clerk's Office as Map
1779 on November 26, 1950".

JOSEF DE HERRERA CORPORATION, a domestic
 corporation with offices at Route 9-N,
 (no number), Middlesex, N.Y.
 1967
 JOSEF M. HERRERA and CELIA DE HERRERA, Father and
 and wife, both residing at Route 207
 (no number), Route 207, New York,

SCD
 11/28/67
 126/67
 L. 1780.972.88

\$200.00 (210.00)

THE third certain part of parcel of land situate in the Town of New
 York, County of New York, more particularly bounded and described
 as follows:

BEGINNING at a point marked by a pipe at a stone wall intersection,
 a point being located on a course of South 67 degrees 55' 30" East
 120 feet from a pipe at an intersection of stone walls on the easterly
 side of Gotty Lane, said point being also the westerly most point of the
 parcel hereby conveyed thence from said point of beginning along a stone
 wall on the easterly side of Route 207, North 70° 34' 20" East 174.50 feet
 to a point; thence South 37 degrees 35' 30" East 133.40 feet to a point;
 thence North 70° 34' 20" East 192.10 feet to a pipe in a stone wall;
 thence through said pipe to go Realty Corporation South 02° 30' 50"
 East 36.40 feet to an old wood post at an intersection of stone walls and
 the easterly side of Route 207, thence along said stone wall at a
 place of beginning, North 70° 34' 20" East 475.50 feet to the pipe
 marked "Hand to Be Conveyed to Josef De Herrera" dated September 25,
 1967 by H.L. Gombot, R.R. & L.L. Co. #12733.

SUBJECT to the following conditions and covenants which shall run
 with the land hereinafter:

1. No mining or activity of any kind shall be carried on.
2. No use of or on the home site to be conducted by the premises.
3. No structures, concrete houses, pipes or other buildings shall be placed
 thereon, nor shall any manufacturing or meat processing activity
 be carried on there.
4. No junk yard or heavy metal business shall be carried on.
5. No activity which creates noxious odors, fumes or smoke shall be
 carried on there and all the same shall be subject to the provisions
 hereinafter set forth.

THESE AND THE REST of the provisions herein granted to the grantee
 their heirs and assigns forever, AND the said grantee covenants as follows:

The grantee shall pay to the grantor or his heirs or assigns the full amount of
 the taxes, assessments and all the same and all the same shall be subject to the provisions
 hereinafter set forth. The grantee shall also be bound to pay to the grantor or his heirs or assigns
 the full amount of the taxes, assessments and all the same and all the same shall be subject to the provisions
 hereinafter set forth.

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

16

Made the _____ day of May, nineteen hundred and seventy-five

Between RAYMOND ROWELL, residing at 22 Pierces Road, City of Newburgh, County of Orange and State of New York, and LINDA S. PIKE, residing at 221 North Plank Road, Town of Newburgh, County of Orange and State of New York, as tenants in common, and DYNAMIC PLUMBING & HEATING COMPANY INC. with its principal place of business at 4 Glenn Round, Rock Tavern, New York

2008-99
5725 parties of the first part, and

WAYLAND H. SHEAFE and JOY C. SHEAFE, husband and wife, both residing at 4 Glenn Round, Town of New Windsor, County of Orange and State of New York,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of TEN and no/100 (\$10.00) Dollars, lawful money of the United States, and other good and valuable consideration do hereby grant and release unto the parties of the second part, their heirs and assigns forever, paid by the parties of the second part, of the second part,

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

BEGINNING at a point marked by a pipe at a stone wall intersection, said point being located on a course of South 67° 55' 30" East 185.70 feet from a pipe at an intersection of stone walls on the easterly side of Getty Lane, said point being also the westerly most point of the premises hereby conveyed; thence from said point of beginning along a stone wall on the southerly side of Route 207, North 72° 44' 20" East 174.50 feet to a point; thence North 67° 56' 50" East 133.40 feet to a point, thence North 64° 23' 10" East 192.10 feet to a pipe in a stone wall; thence through lands of Lor Jo Realty Corporat: South 03° 35' 50" West 364.34 feet to an old wood post at an intersection of stone walls and the northerly line of lands of Congelosi; thence along said stone wall and lands of Congelosi, North 67° 55' 30" West 475.50 feet to the point or place of beginning. Containing 1.78 acres more or less according to a map entitled "Lands to be Conveyed to Josef DeBoer", dated September 23, 1967 by L.R. Talbot, P.E. & L.S. Lic. # 12738.

SUBJECT to the following conditions and covenants which shall run with the land forever:

1. No manufacturing activity of any kind shall be carried on.
2. No trailer or mobile home shall be maintained on the premises.
3. No chickens, cows, horses, pigs or other animals shall be

and State of New York, as tenants in common, and DYNAMIC PLUMBING & HEATING COMPANY INC. with its principal place of business at 4 Glenn Round, Rock Tavern, New York

2008-94

5725

parties of the first part, and

WAYLAND H. SHEAFE and JOY C. SHEAFE, husband and wife, both residing at 4 Glenn Round, Town of New Windsor, County of Orange and State of New York,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of TEN and no/100 (\$10.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever,

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

BEGINNING at a point marked by a pipe at a stone wall intersection, said point being located on a course of South 67° 55' 30" East 185.70 feet from a pipe at an intersection of stone walls on the easterly side of Getty Lane, said point being also the westerly most point of the premises hereby conveyed; thence from said point of beginning along a stone wall on the southerly side of Route 207, North 72° 44' 20" East 174.50 feet to a point; thence North 67° 56' 50" East 133.40 feet to a point, thence North 64° 23' 10" East 192.10 feet to a pipe in a stone wall; thence through lands of Lor Jo Realty Corporat: South 03° 35' 50" West 364.34 feet to an old wood post at an intersection of stone walls and the northerly line of lands of Congelosi; thence along said stone wall and lands of Congelosi, North 67° 55' 30" West 475.50 feet to the point or place of beginning. Containing 1.78 acres more or less according to a map entitled "Lands to be Conveyed to Josef DeBoer", dated September 23, 1967 by L.R. Talbot, P.E. & L.S. Lic. # 12738.

SUBJECT to the following conditions and covenants which shall run with the land forever:

1. No manufacturing activity of any kind shall be carried on.
2. No trailer or mobile home shall be maintained on the premises.
3. No chickens, cows, horses, pigs or other animals shall be raised on the premises, nor shall any slaughtering or meat processing activity be permitted.
4. No junk yard or scrap metal business shall be carried on.
5. No activity which creates noxious odors, fumes or smoke shall be permitted.

BEING the same premises conveyed by deed to Raymond Rowell by Josef DeBoer and Celia DeBoer by Barry B. Silver, their attorney-in-fact, dated May 28, 1971 and recorded in the Orange County Clerk's Office on June 1, 1971 in Liber 1874 at page 539.

ALSO SUBJECT to the following restrictive covenants which shall run with the land forever:

1. No outside storage of any kind will be permitted.
2. All existing trees are to remain except the trees which must be cut down for the construction of the building.
3. No free standing sign will be permitted on the property.

The above restrictive covenants will inure to the benefit of the Town of New Windsor and the Town Planning Board of the Town of New Windsor or its successors.

This is a correction deed given to correct the grantee in deed which was recorded in the Orange County Clerk's Office on April 24, 1975 in Liber 2005 of deeds at page 913, in which the grantee was erroneously given as Dynamic Plumbing and Heating Company, Inc.

Dynamic Plumbing & Heating ^{Company} ~~Co.,~~ Inc. joins in the execution of this instrument for the purpose of ratifying and confirming title in the grantees herein.

This conveyance has been made with the unanimous consent in writing of all the stockholders of Dynamic Plumbing & Heating Company, Inc.

Title No.

CLOSING INSTRUMENTS

Title closed at office of on 19.....

By

By delivery of the following instruments:

DEED (Designate Kind)

By

To

Dated

Cons. \$

Insure for \$

DEED (Designate Kind)

By

To

Dated

Cons. \$

Insure for \$

MORTGAGE (Designate Kind)

By

To

Dated

Amount, \$ payable in

Due

Interest % Interest days and

Insure for \$

MORTGAGE (Designate Kind)

By

To

Amount, \$ Dated

Due Int. % Int. days and

Insure for \$

ASSIGNMENT OF MORTGAGE

By

To

Dated

Cons. \$

Assigns Mortgage Recorded in L Mp

Insure for \$

By

To

Dated

Cons. \$

Assigns Mortgage Recorded in L Mp

Insure for \$

SATISFACTION OF MORTGAGE

By

To

Dated

Satisfies Mortgage Recorded in L Mp

By

To

Dated

Satisfies Mortgage Recorded in L Mp

OTHER CLOSING INSTRUMENTS

.....
.....
.....
.....

PRESENT AT CLOSING

Sellers

Sellers Attorney

Purchasers

Purchasers Attorney

.....

Address

.....

Address

DEED (Designate Kind)

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

DEED (Designate Kind)

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

MORTGAGE (Designate Kind)

By.....
.....
To.....
.....
Dated.....
Amount, \$..... payable in.....
Due.....
Interest.....%. Interest days.....and.....
 Insure for \$.....

MORTGAGE (Designate Kind)

By.....
.....
To.....
.....
Amount, \$..... Dated.....
Due..... Int.....%. Int. days.....and.....
 Insure for \$.....

ASSIGNMENT OF MORTGAGE

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

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

SATISFACTION OF MORTGAGE

By.....
To.....
Dated.....
Satisfies Mortgage Recorded in L.....Mp.....

By.....
To.....
Dated.....
Satisfies Mortgage Recorded in L.....Mp.....

OTHER CLOSING INSTRUMENTS

.....
.....
.....
.....

PRESENT AT CLOSING

Sellers.....
Sellers Attorney.....
Purchasers.....
Purchasers Attorney.....
For Mortgagee.....
Mortgagee's Attorney.....
Broker.....
Fee Policy is to be sent to.....
Mtge. Policy is to be sent to.....

.....
Address.....
.....
Address.....
.....
Address.....
.....
Address.....
.....
Address.....

**PLEASE PRINT ALL NAMES
INDICATE INSURANCE TO BE PROVIDED**



Leslie Heimbock
County Executive

Rec'd.
TA office
10/11/91
PMB

**Department of Planning
& Development**

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

Peter Garrison, Commissioner
Richard S. DeTurk, Deputy Commissioner

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

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

Referred by Town of New Windsor D P & D Reference No. NWT 35 91 M
County I.D. No. 29 / 1 / 43.1

Applicant Wayland Sheafe

Proposed Action: Variance - A warehouse in an R-1 Zone

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

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

Related Reviews and Permits _____

County Action: Local Determination XX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

10/7/91

Date

Richard S. DeTurk
Deputy Commissioner

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

Prelim.
8/26/91.
7:30 pm

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 91-10

DATE: 16 AUG '91

91-28

APPLICANT: Wayland Sheafe (Dynamic Plumbing)
Box 21, Rt. 207
Rock Tavern, N.Y.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED _____

FOR (SUBDIVISION - SITE PLAN)

LOCATED AT N.Y.S. Rt. 207 (south side)

ZONE R-1

DESCRIPTION OF EXISTING SITE: SEC: 29 BLOCK: 1 LOT: 43.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

**USE VARIANCE FOR PROPOSED WAREHOUSE ON EXISTING
COMMERCIAL/RETAIL SITE IN R-1 ZONE**



PLANNING BOARD CHAIRMAN
MARK J. EDSALL P.E. FOR C.S.

| <u>REQUIREMENTS</u> | <u>PROPOSED USE</u> | <u>PROPOSED OR AVAILABLE</u> | <u>VARIANCE REQUEST</u> |
|----------------------|----------------------|------------------------------|-------------------------|
| ZONE <u>R-1</u> USE | NOT PERMITTED | | |
| MIN. LOT AREA | 43,560 SQFT | | |
| MIN. LOT WIDTH | 125 FT. | | |
| REQ'D FRONT YD | 45 FT. | | |
| REQ'D SIDE YD. | 20 FT. | | |
| REQ'D TOTAL SIDE YD. | 40 FT. | | |
| REQ'D REAR YD. | 50 FT. | | |
| REQ'D FRONTAGE | 70 FT. | | |

USE VARIANCE REQUEST

APPLICANT: Wayland Sheate (Dynamic Plumbing)

Box 21, Rt. 207

Rock Tavern, N.Y.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED _____

FOR (SUBDIVISION - SITE PLAN) _____

LOCATED AT N.Y.S. Rt. 207 (South Side) _____

ZONE R-1

DESCRIPTION OF EXISTING SITE: SEC: 29 BLOCK: 1 LOT: 43.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____

**USE VARIANCE FOR PROPOSED WAREHOUSE ON EXISTING
COMMERCIAL/RETAIL SITE IN R-1 ZONE**



PLANNING BOARD CHAIRMAN

MARK J. EDSALL P.E. FOR C.S.

| REQUIREMENTS | PROPOSED USE | PROPOSED OR AVAILABLE | VARIANCE REQUEST |
|----------------------|----------------------|-----------------------|------------------|
| ZONE <u>R-1</u> USE | NOT PERMITTED | | |
| MIN. LOT AREA | 43,560 SQFT | | |
| MIN. LOT WIDTH | 125 FT. | | |
| REQ'D FRONT YD | 45 FT. | | |
| REQ'D SIDE YD. | 20 FT. | | |
| REQ'D TOTAL SIDE YD. | 40 FT. | | |
| REQ'D REAR YD. | 50 FT. | | |
| REQ'D FRONTAGE | 70 FT. | | |
| MAX. BLDG. HT. | 35 FT. | | |
| FLOOR AREA RATIO | N-A | | |
| MIN. LIVABLE AREA | 1200 SF | | |
| DEV. COVERAGE | 10 % | | |
| O/S PARKING SPACES | N-A | | |

**USE VARIANCE
REQUESTED**

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

July 24, 1991

27

DYNAMIC PLUMBING SITE PLAN (91-10) ROUTE 207

Mr. Sheafe came before the Board representing this proposal.

MR. SHEAFE: I'm looking to put up additional warehouse strictly for storage. About three years ago, we went into air conditioning and we have totally outgrown the facility and there's just no place left to go there.

MR. SCHIEFER: So this warehouse, is this Item 5 on this map? I believe proposed warehouse is 4,800 square feet?

MR. SHEAFE: Yes, sir.

MR. PETRO: What zone is this?

MR. SHEAFE: There'll be no retail sale outlet there at all, strictly cold storage.

MR. SCHIEFER: No sale?

MR. SHEAFE: No, sir.

MR. MC CARVILLE: I'd like to set this up on our tour, take a look and see what we have got there. This is your property here as well?

MR. SHEAFE: Yes, that's a 16 lot subdivision and we have just, we're just putting the roads in there now.

MR. SCHIEFER: Which is the 16 lot subdivision?

MR. MC CARVILLE: To the east.

MR. SHEAFE: It's adjoining that. In other words, on the other side of the green area.

MR. PETRO: Is that your home existing two-story house, you live there?

MR. SHEAFE: Yes, sir. All of the lots adjoining the property in this area here will all be owned by my family. It's a family business we have and I have two daughters, two son-in-laws and a son.

MR. LANDER: Didn't we just have a lot line change?

MR. SHEAFE: Yes, we did.

MR. LANDER: Did we move it?

MR. SHEAFE: We moved this line over to here. See, originally, this was all OLI and then somehow it got changed and I tried to purchase a piece of property here to give us more storage area, was unable to do this. Then, we were able to acquire this and between the subdivision and going into the air conditioning, kind of worked out good that we had this left over and it didn't really fit into the subdivision so that's how we ended up with it like that.

MR. SCHIEFER: This is in an R-1 zone and as such, the warehouse is not allowed in the R-1 zone. Now, there are other things in there in the business, should we send this to the Zoning Board of Appeals? My opinion is we have to.

MR. MC CARVILLE: When it says proposed zoning, what zone is this, R-1?

MR. SHEAFE: It's been changed from OLI to R-1, yes.

MR. MC CARVILLE: What's this proposed zone on -- this is an old map.

MR. PETRO: I think what we're going to do is this here, what he's trying to do.

MR. SHEAFE: I think they have given you the size requirements from OLI to R-1.

MR. MC CARVILLE: So the existing zoning on this parcel is R-1, is that correct?

MR. SCHIEFER: That's right.

MR. MC CARVILLE: What's this proposed?

MR. SHEAFE: I don't know. It was OLI when I started and then they changed that.

MR. EDSALL: The reason why he's showing proposed OLI that he's proposing to the Zoning Board that those are the bulk requirements they use. That's my interpretation. Personally, I'd like to see that table removed cause this is in an R-1 zone and you would, my understanding, you would need a variance now since it's been changed to R-1 to put up the warehouse.

MR. SHEAFE: Okay.

MR. SCHIEFER: I don't think we're going to get a change back to OLI. I think the way you have to go on this is get a variance from the Zoning Board of Appeals and that's the reason I made the comment. This is in an R-1 zone. We'll send him to the Zoning Board of Appeals.

MR. EDSALL: What the law allows is a 30% expansion to an existing nonconforming use. Because this is obviously more than 30% and is in a separate building, it doesn't fall under that portion. So, unfortunately, there's no way we can do it, other than say that he needs a variance. I'm sure that he can make a very good case to the Zoning Board that he bought it when it was OLI and has a business now needs to expand but he's restricted because they changed the zoning law.

MR. SCHIEFER: We have no other option. Before we do that, any other questions or comments on this?

MR. PETRO: The driveway to the existing, to the proposed, the warehouse, is going to come off your existing parking area on the existing building?

MR. SHEAFE: Yes, sir.

MR. PETRO: I think that's got to be much more well defined there, the parking, the road is coming right through all the parking spots. You don't want to lose all your parking here.

MR. SHEAFE: I wouldn't. I've still got 30 feet from here to here.

MR. PETRO: You're going to come around here and over?

MR. SHEAFE: The trucks park here. I have still got 25 or 30 feet. You can drive down there, here with all of these parking spaces.

MR. PETRO: The way it is drawn up, it's going to be coming through like this. That's the flow there. In other words, you're saying he's going --

MR. SHEAFE: He's a little over on this, it's going to come down there and I have got plenty of room to develop parking in here also and there's no real additional employees that we have. The problem is I have no place to put anything and air conditioning stuff is so bulky that -- but I understand what you're saying. It would

be sufficient parking. There's a lot of parking in there.

MR. LANDER: Do you guys want to take a look at this before he goes to the zoning?

MR. PETRO: After zoning.

MR. DUBALDI: You just want to wait, you want to send it to the Zoning Board of Appeals?

MR. SCHIEFER: I'd like to send it to the Zoning Board of Appeals as soon as possible. We have nothing we can do here. We're tied up. I just want to know any other constructive comments that you have or any other questions of the applicant so when he does come back, I feel the Zoning Board of Appeals, I shouldn't say this, but I feel the Zoning Board of Appeals is going to give him this. Obviously, it's a hardship when, which has been created by the change in the zoning.

MR. DUBALDI: I make a motion we approve Dynamic Plumbing Site Plan.

MR. MC CARVILLE: I'll second it. Do we need to do the SEQRA process?

MR. EDSALL: No, because you're really not taking the approval action because you're intending to send him to the Zoning Board of Appeals. When they come back, take care of it.

MR. SCHIEFER: The method of sending you to the Zoning Board of Appeals is to reject the site plan because there are deviations then you go to the Zoning Board of Appeals and it's our recommendation you go to them so that's the reason you're going to get the vote that you're going to hear.

ROLL CALL:

| | |
|----------------|----|
| Mr. Petro | No |
| Mr. McCarville | No |
| Mr. Lander | No |
| Mr. Dubaldi | No |
| Mr. Schiefer | No |

MR. SCHIEFER: That does not mean we don't approve of the whole idea. This is the method of getting to the

July 24, 1991

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Zoning Board of Appeals for the variance because your proposed this building in a zone where it's not allowed. I assume they'll give it to you, once they give you that, come back to us and then we'll go on from there.

MR. SHEAFE: Thank you very much, gentlemen.

MR. PETRO: Also when you have the new plan drawn up, I think Mark you want that taken off where it says proposed OLI?

MR. EDSALL: Before we have to make referral to the Zoning Board of Appeals. Before that plan gets sent over and we'll sign it as being the plan that conforms with the Board's desires that table should be removed.

MR. SHEAFE: Okay, I'll speak to Frank tomorrow.

MR. EDSALL: Could you just enter into the minutes that the plan they get will have that table removed and I'll initial it for them?

MR. SCHIEFER: That's been done.



Mid-Hudson Appraisers

RESUME: JOEL FEINBERG

P.O. BOX 951, VAILS GATE, NY 12584
914-561-6866

FEE APPRAISER QUALIFICATION:

Independent Fee Appraiser for over seven years. Specializing in appraisals and consultations. Appraisal reports completed for various lending institutions and individuals for the purpose of estimating fair market value for mortgages, insurance, and estates.

Independent Fee Appraiser for both New York Area Office and the Albany Area Office of the FHA.

Independent Fee Appraiser for New York Area Office of the Veterans Administration.

Compliance inspector of new and existing homes for FHA and VA.

EXPERIENCE:

Formed Mid-Hudson Appraisers in April 1988, specializing in residential appraisals in Orange and Sullivan counties.

Independent fee appraiser for Valley Appraisers Inc., 271 Hooker Ave., Poughkeepsie, N.Y. 12603, from Dec. 1983 to April 1988.

Independent fee appraiser to the FHA, Albany and New York offices.

Independent fee appraiser for the Veterans Administration.

Compliance inspector for the FHA and Veterans Administration.

JOEL FEINBERG
Page 2 of 2

EDUCATION:

Monticello High School: Graduated in 1972

Orange County Community College:

"Real Estate 1"
"Real Estate Appraisal"

Society of Real Estate Appraisers:

"SREA Course 101," received passing grade on exam 1986.
"SREA Course 102," received passing grade on exam 1987.
"SREA Review Appraising, June 1989."
"SREA Professional Practice Seminar" received passing grade on Nov. 17, 1990.

Note: Exams are graded on a pass or fail basis only.

Various seminars sponsored by New York University, Society of Real Estate Appraisers and others: "Basic Valuation Procedures," "Principals of Real Estate Appraisals," "Residential Valuation," "FNMA Residential Guide Lines," "Professional Practice" and "Narrative Report Writing."

ASSOCIATION MEMBERSHIPS:

SRA Candidate member of the Appraisal Institute.

PROFESSIONAL ORGANIZATIONS:

Member of the Sullivan County Board of Realtors.

ALLIED EXPERIENCE:

Fourteen years in the construction field, specializing in custom home building and light commercial construction.

Licensed Real Estate Salesperson since 1973.

CURRENT CLIENTS

Arcs Mortgage, Inc.

Key Mortgage Funding Inc.

Dale Mortgage Bankers, Corp.

Empbanque Capital, Corp

Facilities Development, Corp. (New York State)

FHA Albany Area Office

FHA New York Area Office

First Federal Savings & Loan Ass. of Rochester

Home Funding, Inc.

Globe Mortgage Co.

Margaretten & Company Inc.

Norstar Mortgage, Corp.

Poughkeepsie Savings Bank

Tuthill Finance

Ulster Savings Bank

First Performance Mtg. Corp.

Veterans Administration

Financial Equities

Community Development (City of Newburgh)

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION

(Variances, Zone Changes, Special Permits, Subdivisions, Site Plans)

Local File No. 91-28

1. Municipality Town of New Windsor Public Hearing Date 10/28/91
 City, Town or Village Board Planning Board Zoning Board

2. Owner: Name Wayland Sheafe
 Address P.O. Box 207, Rock Tavern, N.Y. 12575

3. Applicant*: Name same
 Address _____

* If Applicant is owner, leave blank

4. Location of Site: Rt. 207 - (southside) between Bull Rd. & Schwartz Lane
(street or highway, plus nearest intersection)

Tax Map Identification: Section 29 Block 1 Lot 431

Present Zoning District R-1 Size of Parcel 3.2 acres ±

5. Type of Review:

Special Permit: _____

Variance: Use - Warehouse in R-1 zone
 Area _____

Zone Change: From _____ To _____

Zoning Amendment: To Section _____

Subdivision: Number of Lots/Units _____

Site Plan: Use _____

9/26/91
Date

Patricia G. Bankhart
Signature and Title Secy



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TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

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September 5, 1991

Drake, Sommers, Loeb, Tarshis, & Catania, P.C.
One Corwin Court P.O. Box 1479
Newburgh, NY 12550

Re: Tax Map Parcel: 29-1-43.1
Owner: Wayland & Joy Sheafe

Dear Sirs:

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

The charge for this service is \$25.00, which you have already paid as your deposit fee.

Sincerely,

L. Cook/cad

LESLIE COOK
Sole Assessor

LC/cad
Attachment

cc: Pat Bannhart

Nicholas, Jones A.
Route 207 Box 20
Rock Tavern, NY 12575

Shutts, John F. & Linda J.
1081 Route 207
Rock Tavern, NY 12575

Nadas, Linda Rahl & Arthur
Bull Road
Rock Tavern, NY 12575

M.T.A.
Stewart Airport
New Windsor, NY 12553

Note: The following properties also lie within the 500 ft. radius of the subject property. However, they are all owned by Wyland & Joy Sheafe: 29-1-80, 81, 82, 83, 85, & 90.

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SHEAFE, WAYLAND

MR. FENWICK: This is a request for use variance for proposed warehouse on existing commercial/retail site in R-1 zone. (Route 207-Rock Tavern).

Mr. Kevin Dowd, Esq. of Drake, Sommers, Loeb, Tarshis & Catania came before the Board representing this proposal.

MR. DOWD: I represent the Sheafe's sitting here. I have a site plan, I know there were changes made from the Planning Board. There was something removed from the legend at the request of the Town Engineer.

Let me give you a brief history. Back in 1975, my client's bought a piece of property, Town of New Windsor, off Route 207 just west of Bull Road. At that time, when they bought the property, it was zoned OLI, office/light industrial. And that piece of property, they set up their home and their business, their family business known as Design Plumbing and Heating and now it's air conditioning. Now they have here a business which they have been operating since 1975. They have complied through 1975 with all the necessary zoning of the Town of New Windsor, got all the necessary building permits, done everything that good citizens do. And then, as the business becomes successful and they add air conditioning to the business, they want to expand the business and they find out that the town has changed the zoning along that whole strip of 207 from OLI to R-1.

Well, they now want to build a, proposing to put on the lot a 4800 square foot warehouse to store air conditioning units, which are very bulky, needs the extra space. Problem, of course, is that in order to get a warehouse on there, they are now nonconforming lot and your zoning law provides for an expansion of nonconforming lot if it's the same building and it's no more than 30%.

Problem here, this is not the same building and it's more than 30%. So, we go before the Planning Board and the Planning Board has no choice but to turn them down and refer them to you for a variance, a use variance. My client operates his, has been operating this business for a long period of time, has right now,

presently 12 employees, 7 of whom are family members and 5 of whom are not family members. The air conditioning business is such a part of his business and he needs space in order to continue operating to expand his business. Without that variance being granted by the Board, he faces the prospect of having to move out of the Town of New Windsor or finding another place in which to situate his warehouse and his needs and this then of course he runs into the problem what does he do with the property he's got a house on it and he's got a residence on it but he also has the big warehouse that's existing and it's a nonconforming use right now under zoning law. How does he sell that piece of property and will have difficulty doing that.

He also had many plans for this property and he owns the parcel next to it and his children and himself were going to build houses on this on a subdivision that was just approved by the Planning Board not too long ago all centered around the business and so therefore the business again is essential to the entire plans of my client since 1975 and he's now in a dilemma. The dilemma is he's trying to increase the nonconforming use beyond the scope of the 30% that the code allows and to build another building that's the only reason why we're here tonight to introduce this to you to set up for a public hearing for this expansion of a nonconforming use and a regular use variance and that's really the facts as they stand.

MR. NUGENT: How big is the lot?

MR. FENWICK: Three point something acres, 3.2 acres. This is Dynamic Plumbing and the Planning Board looked at it, there was no need for any other variances. It would meet all the setback requirements, all the necessary requirements of an R-1 district.

MR. LUCIA: I'm not sure on the last point there were not side yard dimensions just in looking at that, it appears that you may need a variance for one side yard or possibly total side yard also I think you may need a variance for developmental coverage. The note there by your surveyor shows, I think, 27% developmental coverage. The R-1 maximum is 10%.

MR. DOWD: None of these points were raised by the Planning Board is their site plan. We were referred strictly for the use variance but as you look at the

comments of the engineer and the minutes which I have, I don't know if you have read them or not, there's no discussion of any needs for any variances, other than this one.

MR. LUCIA: I'm not trying to create a hurdle but if this is an issue which is going to come up, we ought to resolve it in one hearing so if you need both use and area variances, maybe it should be referred here for everything that's needed.

MR. DOWD: The only comment that was made by the actual site plan before the Board, my client's had a legend that referred to a proposed OLI with all the dimensions of an OLI. His original plan was to appeal to the Town Board to rezone it back to OLI. That is not very practical as you gentlemen know very well so basically, all that was required was to take it back and this was discussed before they rejected the plan and sent it back to you and certainly doesn't from what I understand and absolutely no other setbacks that are required. Mr. Lucia is saying he doesn't see it that way.

MR. LUCIA: I'm raising the issue based on the map that's submitted. There appears to be a question there. If the variances are not needed, fine we'll handle just the use variance but if variances are needed, they ought to be referred here and the Board ought to handle them simultaneously.

MR. FENWICK: If it comes time for you to get a building permit, Mr. Babcock is going to look at it and go no, you're too close, you're too far away, you're making, you're covering too much property.

MR. LUCIA: In defense of the Planning Board, I think one of the problems with the table on the map is it just shows existing, it does not show requirements and I think the Planning Board was confronted with a map like that simply looks at the use issue, refers it on quickly and nobody gets into it.

MR. FENWICK: I think the side yards are all right.

MR. DOWD: Quite a bit of space if you are looking at the total area coverage.

MR. LUCIA: Developmental coverage. The side yard is

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the existing garage, if it's pre-existing nonconforming, you don't have a problem but if that's the case, the plan should be appropriately noted. And for the same reason total side yard may be deficient or may not be, the number obviously bear it out, developmental coverage shows in the bottom existing table building coverage proposed 10% and pavement coverage 17%, open space 73, using those figures I assume developmental coverage is really 27% if in that, that's the case, it's over the 10% requirement of R-1.

MR. BABCOCK: Just one thing, we reviewed this on earlier dates we are putting a warehouse in an R-1 zone. There really is no regulation that fit to put a warehouse in an R-1 zone. So, we are using R-1 requirements which really aren't meant for the warehouse so it's once there's a use variance or there's going to be a use variance then it's, I mean we have, I know the Chairman always wants to say that it's always an R-1 zone and never ceases to be one, this is somewhat different. We are usually looking at the area variances and use variances where they are trying to put houses in the OLI zone and these small parts so it's a much more restrictive area. There's a warehouse in a residential, this is something that we haven't seen to much of neither.

MR. LUCIA: That's all we see.

MR. DOWD: Right now, we're at the dilemma where your attorney is going to have to advise you as to what he believes the next procedure is. We want to push forward for the use variance as soon as possible and get, if you can allow the warehouse to go in as Mike says you're going to be confronted with a site, the Planning Board will be confronted with a situation, the Planning Board will be confronted with a situation where it's never been done in this particular way. I don't believe any side yards or setback requirements or I think that would have been a developmental coverage is this is the first time we are seeing it, if that's a problem, that's what the Board is going to have to confront at that particular time.

MR. LUCIA: You have every right to proceed solely with the use variance, if that's in your client's option. I think since the issue has been raised it might be better advised just to check with the Planning Board say that you came here on the use variance referral,

these issues were raised by the Zoning Board if in fact they believe area variances are necessary on either or both of them, would they please refer for that also and we'll handle that both when we come back at the end of the hearing. I think you have had some experience with that procedure in the past recently. That would seem to be the most expeditious way to do it, if your client wants to go just on the use variance, the Board can handle that issue alone.

MR. DOWD: We run into time constraints, you can go back to the Planning Board, you get on their agenda and back to you for another preliminary and then set up for a public hearing. That's what I'm trying to avoid for your benefit as well as my client's benefit to try and get this straight. Again, I'm not aware and I was not aware and I don't believe if it, that it really is an issue but Dan's raising it as a good Zoning Board Attorney would do for his client's but I believe there's a situation such that I'd like to go forward with the use variance. I think my client would like to go forward with a use variance. If it develops at a later date, of course, if you're denied a use variance, everything is academic. We crossed the one difficult hurdle and --

MR. FENWICK: So you're just saying you'd like to apply for the use variance?

MR. DOWD: I believe at this stage.

MR. BABCOCK: If the developmental coverage on this property is over the 10% that's allowed, in my opinion, you need a variance for that. I'm not sure by these notes whether it is or not. I'm a little confused myself right now about pavement coverage and building coverage in an open space that this is proposed.

MR. NUGENT: Do we have a formal decision, I mean a formal denial?

MR. FENWICK: It has been sent here by the Planning Board, referred by the Planning Board. It's here, notice of denial use variance for proposed warehouse on existing commercial retail site in R-1 zone.

MR. NUGENT: Is it a big deal to amend that?

MR. FENWICK: I don't think so. I think it is

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something that Mike could write up. I'm still of the opinion that R-1 is R-1 and that's it. I don't, you know, this warehouse per se --

MR. BABCOCK: We're back at the same thing, you have 16 uses in an R-1 zone. Somebody needs to pick what use you want to do. Because none of them are there as far as a warehouse. There are uses in the R-1 zone that allow 20%, there's uses that allow 25% and there's uses in there that only allow 5%.

MR. FENWICK: Let me ask you this, Dan, would this be something along the lines that the Planning Board, in other words if we were to approve this thing, push it back to the Planning Board, okay, if it were approved, let's say and it went back to the Planning Board, would all of that criteria that we are looking at area dimensions, developmental coverage, that's something that they should definitely look at, is that correct?

MR. LUCIA: Yes and I think frequently what happens and I don't think it's an oversight by the Planning Board, they get a proposal like this and everybody says can't put a warehouse in the R-1, has to go to the Zoning Board and you got a pro forma denial by the Planning Board sending it on quickly so as to keep their agenda moving and nobody sits down and looks at the plan in detail and sees that the potential problem it could be that there's no need for an area variance. The map is not as clear as it could be. I'd like to see on the map tables provided and required. And spell out very definitely the surveyors computation whether or not he feels it's required and that covers the Planning Board better.

MR. DOWD: If this Board approves the use variance and goes back to the site plan review, there's always room for maneuvering as far as the plan is concerned, size of things and size of pavement that would obviate any need if there is a need for an area variance so at this point, my client best would be served in seeking the use variance and then perhaps fighting that next battle if it needs to be a battle at the Planning Board stage and who knows maybe back at another time to you but we get this thing moving.

MR. LUCIA: If the amendments of the map are solved, the problem this Board is going to have is they'd like to see at the variance application a map that previous

has been approved by the Planning Board or is sent on which this one is if the map then is later amended well, it's true you may obviate the need for an area variance.

MR. DOWD: The only thing we can do is take off what was requested by Mark Edsall was to remove the OLI legend on the bottom or proposed OLI legend and that's what was done. So, we would not change the map for public hearing purposes.

MR. KONKOL: This one you want to go ahead, I make a motion to set him up for a use variance.

MR. FENWICK: It's something to look at the permitted existing accessory uses, accessory to commercial, agricultural, barns, silos, produce storage and provide that. If you had a farm, it would be allowed. Now it would be a warehouse that would be allowed.

MR. LUCIA: The one thing I might mention and I don't mean to be an obstructionist but as Mike pointed out, if the developmental coverage column on the R-1 table percentage is, ranges from 5 on up to 25, nothing as high as 27 is allowed. That's the map we now have in front of us. So, I wonder we're just --

MR. DOWD: That's the map we believe we have in front of us.

MR. LUCIA: That's the map referred by Mark Edsall and the Planning Board so unless that's amended, I'm not sure, you know, it's the sort of thing that really is appropriate.

MR. BABCOCK: In the past, we have picked a number and used that number and used it all the way across for lot area, lot width and made the denial with that number. Of course, me or myself or Mark Edsall couldn't pick those numbers, we can't just pick numbers out of the air what we should deny it on so if the Board would wish to pick a number, I think it would be all in best interest to the applicant to get whatever he needs while he's here.

MR. FENWICK: My thought by the reading that Number 4 under column M which in fact says parking, warehouses, this is not what you have but the word warehouse would give us some kind of criteria shall conform to the yard

requirements for principle buildings. I would think that that would help us out a little bit there so that would be, I would imagine A1 or under A in the first part would that be principle building?

MR. LUCIA: That would generate the need for a lot area variance. This is less than five acres, is it not?

MR. BABCOCK: Yes, it is, that would be five acres and he's 3.2. How about places or worship?

MR. FENWICK: He'd be better off going for that because nothing else falls -- we have got 10 acres, 20 acres, 15 acres, anything that falls under three acres or membership club. Everything else is going to be in excess.

MR. BABCOCK: Or a single family dwelling and that's the numbers that they have on the table right now. That's the lot area 43,560, that would be for the development of a single family dwelling.

MRS. BARNHART: There's a motion on the floor.

MR. KONKOL: Set him up for a use variance as requested.

MR. FENWICK: What would be the definition of subject to site plan approval if in fact it were sent to the Planning Board and the Planning Board says fine, this has site plan approval.

MR. LUCIA: Now anything, any variance still is subject to site plan approval, if the zoning law requires site plan approval for that application so we have the limited jurisdiction of passing on the variance and we pass really only on what the applicant chooses to bring to us. Now, in this case, if an issue has been raised and the applicant chooses to let the Planning Board handle the possible area variance, that's fine, you know he may or may not have trouble further down the line, that's not our obligation. We don't have to force them to apply for everything we feel he needs to but I think once the issue is raised, it seems that if he amends the map and shows that he doesn't need area variances, that's fine. The only thing he can have then are, are we dealing with a different map and that the Planning Board ultimately will approve it.

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MR. FENWICK: This proposed warehouse, this is for, in other words, we're saying this is storage for --

MR. DOWD: Air conditioning units.

MR. FENWICK: Any garages in there, used for parking?

MR. DOWD: There will be plenty of parking around for the employees and for the trucks that have to come back there. There's already parking for the, in front of these.

MR. FENWICK: I mean inside this building, will it be a garage?

MR. SHEAFE: Strictly dry storage, no heating.

MR. FENWICK: We have a motion on the floor.

MRS. BARNHART: Motion to schedule a public hearing on the use variance as requested.

MR. FENWICK: Do we have a second?

MR. TANNER: I'll second it.

ROLL CALL:

| | |
|--------------|-----|
| Mr. Finnegan | Aye |
| Mr. Konkol | Aye |
| Mr. Tanner | Aye |
| Mr. Nugent | Aye |
| Mr. Fenwick | Aye |

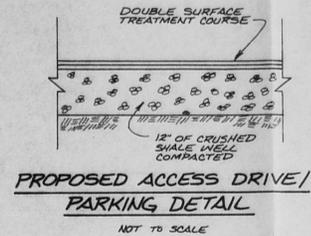
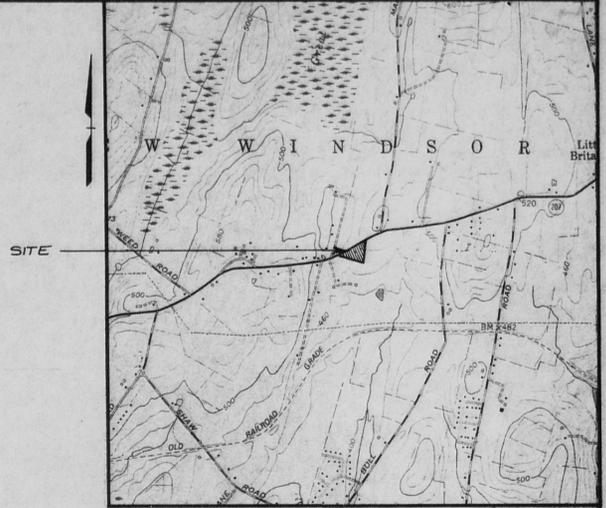
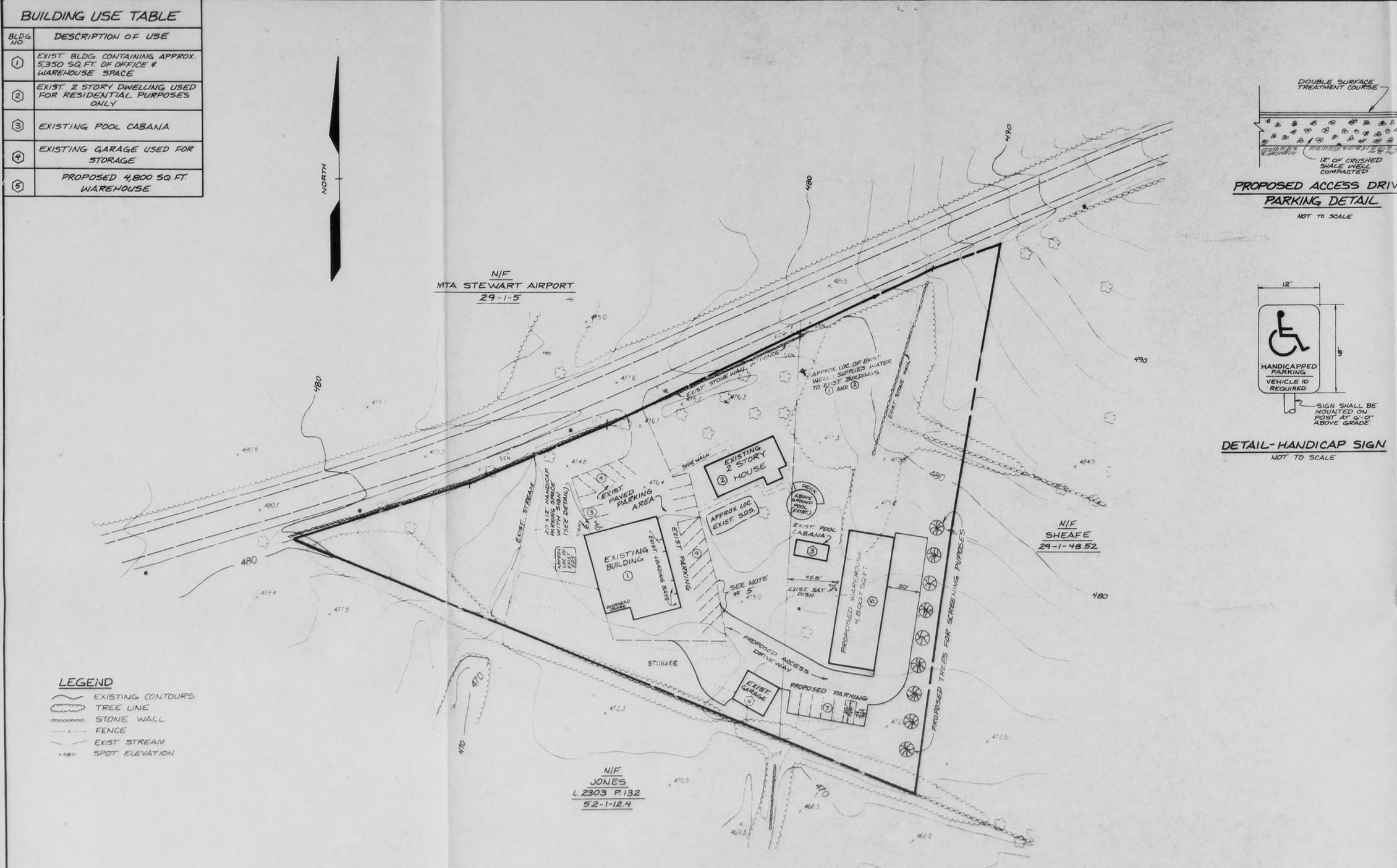
MR. LUCIA: Since this is a use variance, we'd like to submit a short form EAF in addition the Board would like to see a copy of the deed, title policy, photographs of the site and at least the back part of the property existing.

MR. DOWD: That will be part of our presentation.

MR. LUCIA: Back where the property is showing where the proposed warehouse will be constructed.

MR. DOWD: We'll be very thorough, thank you.

| BLDG. NO. | DESCRIPTION OF USE |
|-----------|---|
| 1 | EXIST. BLDG. CONTAINING APPROX. 5,350 SQ. FT. OF OFFICE & WAREHOUSE SPACE |
| 2 | EXIST. 2 STORY DWELLING USED FOR RESIDENTIAL PURPOSES ONLY |
| 3 | EXISTING POOL CABANA |
| 4 | EXISTING GARAGE USED FOR STORAGE |
| 5 | PROPOSED 4,800 SQ. FT. WAREHOUSE |



- NOTES:**
- TOTAL AREA: 3.2 ± ACRES
 - TAX MAP NUMBER 29-1-431
 - TOPOGRAPHY AND LOCATION SHOWN HEREON WAS PHOTOGRAMMETRICALLY COMPILED BY AERIAL DATA REDUCTION ASSOCIATES, INC. FROM PHOTOGRAPHY TAKEN APRIL 14, 1988.
 - BOUNDARY SHOWN HEREON WAS DERIVED FROM THE DEED OF RECORD FOR THE SUBJECT PARCEL: LIBER 200B OF DEEDS AT PAGE 94.
 - THREE EXISTING PARKING SPACES TO BE REMOVED TO PROVIDE FOR PROPOSED ACCESS DRIVEWAY.
 - THE PROPOSED WAREHOUSE WILL NOT CONTAIN ANY WATER OR SEWER SERVICES.

- LEGEND**
- EXISTING CONTOURS
 - TREE LINE
 - STONE WALL
 - FENCE
 - EXIST. STREAM
 - SPOT ELEVATION

EXISTING TABLE OF ZONING REQUIREMENTS: R-1

| MINIMUM: | REQUIRED |
|-----------------------|----------------|
| LOT AREA | 43,560 SQ. FT. |
| LOT WIDTH | 125 FT. |
| FRONT YARD DEPTH | 45 FT. |
| REQUIRED SIDE YARD | 20 FT. |
| TOTAL BOTH SIDE YARDS | 40 FT. |
| REAR YARD DEPTH | 50 FT. |
| STREET FRONTAGE | 70 FT. |
| LIVABLE FLOOR AREA | 1,200 SQ. FT. |

| MAXIMUM: | EXISTING | PROPOSED (TOTAL) |
|----------------------|-----------------|------------------|
| BUILDING HEIGHT | 35 FT. | |
| DEVELOPMENT COVERAGE | 10 % | |
| BUILDING COVERAGE | 6.0 % | 13.600 SQ. FT. |
| PAVEMENT COVERAGE | 12,000 SQ. FT. | 24,100 SQ. FT. |
| OPEN SPACE | 118,592 SQ. FT. | 101,692 SQ. FT. |

- PARKING SCHEDULE**
- PARKING REQUIRED FOR A PROPOSED WAREHOUSE IN OLI ZONE:
1 SPACE / 1,000 SQ. FT. FLOOR AREA X 4,800 SQ. FT. FLOOR AREA
= 5 SPACES REQUIRED
7 SPACES PROVIDED
 - PARKING REQUIRED FOR EXISTING WAREHOUSE/OFFICE IN OLI ZONE:
1 SPACE / 1,000 SQ. FT. FLOOR AREA X 5,350 SQ. FT. FLOOR AREA
= 6 SPACES REQUIRED
13 SPACES PROVIDED

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Plan as reviewed by Planning Board 7/24/91 & referred to ZBA.
J. J. [Signature] P.E. ENGR

LANC & TULLY ENGINEERING AND SURVEYING, P.C.
 P.O. Box 687, Rt 207 Goshen, N.Y. 10924 (914) 294-3700
 P.O. Box 373, Rt 55 La Grangeville, N.Y. 12540 (914) 473-3730

SITE PLAN
 TOWN OF NEW WINDSOR FILE NO: 91-10

DYNAMIC PLUMBING
 TOWN OF NEW WINDSOR ORANGE COUNTY, NEW YORK

Date: JUNE 4, 1991
 Revisions: JUNE 18, 1991 AUGUST 1, 1991

Sheet No: 1 OF 1
 Drawing No: 91-127

Drawn By: [Signature] Checked By: ESC Scale: 1"=50' Tax Map No: 29-1-431