

ZB# 00-14

**VGR Associates /
Advanced Auto**

69-1-6

#00-14 - VGR ASSOCs. / Advance Auto.

Signs

69-1-6.

Palmer.

April 24, 2000.

Public Hearing:

June 12, 2000

Proxy - held

Granted

signs

Refund:

\$376.00

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: VGR Assoc. / Advance Auto.

FILE# 00-14.

RESIDENTIAL: \$50.00 COMMERCIAL: \$150.00
INTERPRETATION: \$150.00

AREA X Signs USE

APPLICATION FOR VARIANCE FEE \$ 150.00

*Paid
ck # 1832
5/19/00*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

DISBURSEMENTS:

*Paid
ck # 1833
5/19/00*

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 4/10/00 - 7 .. \$ 31.50
2ND PRELIMINARY- PER PAGE 6/12/00 - 5 .. \$ 22.50
3RD PRELIMINARY- PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____
TOTAL \$ 54.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 4/10/00 \$ 35.00
2ND PRELIM. 6/12/00 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING. \$ _____
PUBLIC HEARING (CONT'D) \$ _____
TOTAL \$ 70.00

MISC. CHARGES:

..... \$ _____
TOTAL \$ 124.00

LESS ESCROW DEPOSIT \$ 500.00
(ADDL. CHARGES DUE) \$ _____
REFUND DUE TO APPLICANT .. \$ 376.00

DATE May 18, 2000

PAY TO THE ORDER OF Town of New Windsor
One hundred fifty +⁰⁰/100

\$ 150.00

DOLLARS 

30103 **BB&T**
Branch Banking and Trust Company of Virginia
1620 HERSHBERGER ROAD
ROANOKE, VA 24012

FOR ZBA #.00-14.

Kelly Jones

⑈00001832⑈ ⑆051404260⑆5131289563⑈

1833

COMMONWEALTH SIGN COMPANY, INC. 10/98
PH. 540-342-6295
P.O. BOX 12825
ROANOKE, VA 24028

DATE May 18, 2000

68-426/514

PAY TO THE ORDER OF Town of New Windsor
Five hundred +⁰⁰/100

\$ 500.00

DOLLARS 

30103 **BB&T**
Branch Banking and Trust Company of Virginia
1620 HERSHBERGER ROAD
ROANOKE, VA 24012

FOR ZBA - 00-14

Kelly Jones

⑈00001833⑈ ⑆051404260⑆5131289563⑈

-----X
In the Matter of the Application of

MEMORANDUM OF
DECISION GRANTING
SIGN AREA VARIANCE

VGR ASSOCS./ADVANCE AUTO PARTS

#00-14.
-----X

WHEREAS, VGR ASSOCIATES, INC., a corporation with offices c/o Bobrow and Rosen, 40 East 69th Street-4th Floor, New York, N. Y. 10021, as owner, and **ADVANCE AUTO PARTS, 115 Temple Hill Road, New Windsor, N. Y. 12553, lessee, have made application before the Zoning Board of Appeals for variation of Section 48-18, Supplemental Sign Regulations, to allow more than 64 sq. ft. sign face as follows: Freestanding sign: 56 sq. ft. and 5 ft. sign height variances; and Section 48-18H(1)(b) one additional façade sign plus 27 ft. sign width variance for Advance Auto Parts located at Price Choppers Plaza at Five Corners in Vails Gate in a C zone; and**

WHEREAS, a public hearing was held on the 12th day of June, 2000 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Kevin Booker of Commonwealth Sign Company, Box 12825, Roanoke, VA 24028, appeared in behalf of applicant, Advance Auto Parts; and

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

WHEREAS, no one spoke in favor of or in opposition to this Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

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

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property located in a shopping center at the corner of two busy commercial roads.

(b) The freestanding sign is proposed to be located along State Highway 94.

(c) If approved, the freestanding sign will assist people in getting on and off the highway.

(d) With respect to height, the Applicant reduced its original request but seeks to place the sign high enough so that it will not interfere with traffic. The height of the sign is necessary for safety reasons so as not to interfere with the vision of adjacent motorists.

(e) With respect to the façade sign, the building premises is located a considerable distance from the adjacent roadways and the increased size is necessary to identify the business.

(f) The proposed signs will be illuminated with steady illumination.

(g) The Applicant has reduced its request with respect to the size of the façade sign.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

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

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted for the reasons listed above.

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

5. The difficulty the Applicant faces in conforming to the bulk regulations are self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area

variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT the requested sign area variances as stated in the lead-in paragraph above in accordance with plans submitted to and filed with the building inspector.

BE IT FURTHER

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

Dated: August 14, 2000.


Chairman

Date 4/26/00, 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth
168 N. Drury Lane DR.
Newburgh, N.Y. 12550

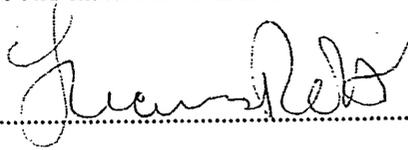
DATE		CLAIMED	ALLOWED
4/12/00	Trinity Board Mtg	75 00	
	Misc - 1		
	Bobare - 3		
	Hunsinger - 5		
	Luongo - 4		
	Reynolds - 3		
	Fox - 8		
	L.G. Enterprises - 3		
	Trinajstic - 9		
	UCoR Associates - 5 <u>\$22.50</u>	184 50	
	<u>41</u>	<u>359 50</u>	

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

} ss.

.....
I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here



No.

Town of New Windsor

.....
Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of
said Town Board held at the office of the
Town Clerk on the day
of, 19.....

the within claim was audited and allowed
for the sum of
\$

.....
Clerk

VGR ASSOCIATES/ADVANCED AUTO PARTS

MR. NUGENT: Request for variation of Section 48-18H(1)(a) of Supplemental Sign Regulations to allow more than 64 square feet face as follows: freestanding sign: 56 square feet and 5 ft. sign height variances; and Section 48-18H(1)(b) one additional facade sign plus 27 ft. sign width variance for Advance Auto Parts located at Five Corners in Vails Gate in C zone. I guess there's no one here besides you, let the record show there's no one in the audience.

Mr. Kevin C. Booker of Commonwealth Sign Company appeared before the board for this proposal.

MR. BOOKER: I don't know if you remember I was up here the 8th and we discussed what we thought everyone would live with and came in with a bigger package and then we reduced it, the size, the height, the letters and things of that nature so more or less, I just come back with the same thing to show you again.

MR. KRIEGER: Now where this is located, it's located in a shopping center on a corner, that's actually two sides of the building facing the--

MR. BOOKER: Correct, it will go, what's that place called, Price Chopper.

MS. CORSETTI: For the record, we did send out 48 notices to adjacent property owners.

MR. NUGENT: Let's do one at a time. Start with the pole sign. First one is freestanding.

MR. BOOKER: Freestanding originally started with 5 x 12, initially, and we determined that 48 was the smallest pylon that they offered, you all seemed to like that more favorably than the larger sign, so that is what we're asking for on that side street, what is it, 94 and then they also said there's going to be some change in the entrance and exit so it would be helpful as far as getting people in and out.

MR. NUGENT: Where is the sign going, right here, pylon

sign, I got it.

MR. TORLEY: Why does it have to be as high as it is?

MR. BOOKER: I think we reduced it, I thought we started out at 25, what's the height limit, 20?

MR. NUGENT: No, 15.

MS. CORSETTI: That's what's allowed.

MR. NUGENT: That's why you need five foot.

MR. BOOKER: That's the standard, they usually put it as 25, so they brought it down five foot to 15.

MR. TORLEY: You can get the pole shortened.

MR. BOOKER: It's a special pole, no, of course.

MR. TORLEY: If the sign was lowered so it met the height requirements, would it be obstruct traffic?

MR. BOOKER: Well, you would have 11 foot, that would be acceptable.

MR. TORLEY: Is 11 foot clear for traffic?

MR. BOOKER: Actually 20 foot would, well, it's going to be an island.

MR. BABCOCK: At 15 foot the bottom of the sign would only be ten foot off the ground, it's a five foot high sign.

MR. KANE: I think that's low.

MR. BABCOCK: That's the entrance for the tractor trailers, I don't think they sit ten foot high but I'm not sure.

MR. BOOKER: They're 13'6" that you see on the back of the trucks.

MR. NUGENT: But the driver's not that high but he's up

there.

MR. BABCOCK: That's the entrance for Price Chopper.

MR. NUGENT: I don't think the five foot high is a problem.

MR. KANE: He compromised.

MR. NUGENT: He did reduce the sign.

MR. KRIEGER: He needs the height that he has because of for safety reasons.

MR. KANE: I agree with that, got to have a little clearance.

MR. NUGENT: Now we can go on, you need one additional facade sign.

MR. BOOKER: Correct because of the placement of the building, we initially came in and wanted two 30 inch sets of letters, you thought that was a little much, so we came up with 30 inch set on the front and smaller set of 24's on the side so that was our--

MR. NUGENT: When you're saying the front, that's this side.

MR. BOOKER: Right, Price Chopper side would be the 30 and the 94.

MR. NUGENT: They're a long way off the road.

MR. KANE: Compromising and putting 24 inch on that?

MR. BOOKER: Yes.

MR. KANE: So we cut it down six inches on the 94 side.

MR. NUGENT: That's agreeable but it's the length.

MR. BOOKER: You always code is such that it's X by X length, it's not a floating scale, so just by nature of the letters.

MR. NUGENT: 2 by 10.

MR. BABCOCK: 2 1/2 by 10.

MR. NUGENT: He's making it two.

MR. BOOKER: By 26 1/2 would be on the side and then the front would be 30 inches by 37 foot.

MR. KRIEGER: If I remember correctly the size of the signs is selected to make them appropriate for the size of the building.

MR. BOOKER: Correct, we talked about occasionally when you try to adjust it, looks lost up there and looks worse than--

MR. TORLEY: These are internally illuminated signs?

MR. BOOKER: Yes, mounted on a raceway.

MR. KRIEGER: Steady illumination, not neon?

MR. BOOKER: Yes, sir, it's neon but has clear plastic face so you get the outline of the glass, it's not purple, doesn't say girls, girls, girls.

MR. TORLEY: Make a motion regarding the freestanding sign.

MR. NUGENT: You want to do it one at a time, fine.

MR. TORLEY: I move we grant the applicant their requested variance for Section 48-18H(1)(a) freestanding signs for height and area.

MR. KANE: Second the motion.

ROLL CALL

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

MR. TORLEY: I move we grant applicant their requested variances for Section 40-18 H(1)(b) facade sign size.

MR. KANE: Second the motion.

ROLL CALL

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

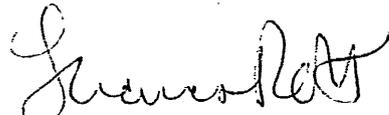
MR. KANE: Motion to adjourn.

MR. TORLEY: Second it.

ROLL CALL

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

Respectfully Submitted By:


Frances Roth
Stenographer

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

00-14.

Date: 5/19/80.

I. ✓ Applicant Information:

- (a) Commonwealth Sign Co., Inc., P.O. Box 12825, Roanoke, VA 24028 - Gary Cooper
(Name, address and phone of Applicant) (Owner)
- (b) Advance Auto Parts, 115 Temple Hill Road, New Windsor, NY 12553
(Name, address and phone of purchaser or lessee)
- (c) Bobrow & Rosen, 40E 69th Street, New York, NY 10021
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. ✓ Property Information:

- (a) C 115 Temple Hill Road 69-1-6
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R4
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? _____
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? Yes
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No
- _____

IV. Use Variance. N/A.

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

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

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

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

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

V. Area variance: *NA*

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

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

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

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

✓ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18, Supp. Sign Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Freestanding Sign 1	<u>1-64 s.f.</u>	<u>1-120 s.f.</u>	<u>56 s.f.</u>
Height Sign 1	<u>15 ft.</u>	<u>20 ft.</u>	<u>5 ft.</u>
Facade Sign x 2	<u>2.5 ft. x 10 ft.</u>	<u>2.5 ft. x 37 ft.</u>	
Width Sign 2	<u>10 ft.</u>	<u>37 ft.</u>	<u>27 ft.</u>
	_____	_____	_____
	_____	_____	_____

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

96 s.f. pylon - needed to identify store/64 s.f. allowed is not enough
30" letters on front - 27' width variance required - have nothing to work in
10' width
24" letters on side - need second sign, variance required for sign and size

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

VII. Interpretation. N/A

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

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

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Location warrants these signs, need pylon sign to direct people safely into store, unique placement requires additional signage on side of building.

IX. Attachments required:

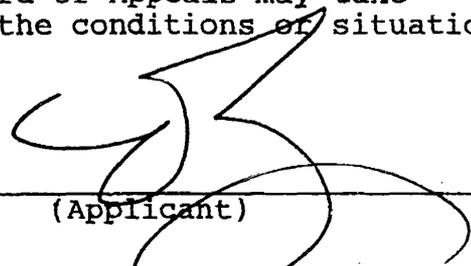
- X Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- X Copy of tax map showing adjacent properties.
- x Copy of contract of sale, lease or franchise agreement.
- x Copy of deed and title policy.
- X Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- X Copy(ies) of sign(s) with dimensions and location.
- X Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$500.00, each payable to the TOWN OF NEW WINDSOR.
- N/A Photographs of existing premises from several angles.

X. Affidavit.

Date: 5/17/2000

VIRGINIA
STATE OF ~~NEW YORK~~
CITY OF ROANOKE) SS.:
COUNTY OF ~~ORANGE~~)

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



(Applicant)

Sworn to before me this
17th day of MAY, 15 2000.

Sharon J. O'Connell
NOTARLY PUBLIC
my commission expires 1/31/01

XI. ZBA Action:

(a) Public Hearing date: _____.

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

} ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here

No.

Town of New Windsor

Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of
said Town Board held at the office of the
Town Clerk on the day
of, 19.....
the within claim was audited and allowed
for the sum of

\$

.....
Clerk

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: April 3, 2000

APPLICANT: Kelly Lakes, Common Wealth Sign Company
PO Box 12825
Roanoke, Virginia 24028

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 3/29/00

FOR : Advance Auto Parts, V.G. R. Associates L.L.C.

LOCATED AT: 115 Temple Hill Rd

ZONE: Sec/ Blk/ Lot: 69-1-6

DESCRIPTION OF EXISTING SITE: : Retail Shopping Center

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1.48-18,HIA Freestanding Signs Total of sign faces not to exceed 64 sqft, proposed sign of 120sqft require a 56ft variance

2. Sign Height not to exceed 15', proposed height of 20' requires a 5' variance

COPY

Louis Kypke
BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: C USE:

SIGN:

FREESTANDING: 1-64sqft

1-120sqft

56sqft

HEIGHT: 15'

20'

5'

WIDTH:

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

540-342-
0932
FAX:

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

**FIVE TO TEN DAYS TO PROCESS
IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION**

below must be made or Certificate of Occupancy may be withheld. Do not mistake inspection report is left on the job indicating approval of one of the inspections at in the work. Any disapproved work must be reinspected after correction.

RECEIVED

MAR 29 2000

BUILDING DEPARTMENT

- (before pouring.)
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway Inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:
Building Permit #: 182-2000

RECEIVED

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATION
REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

BUILDING DEPARTMENT

Owner of Premises VGR Associates c/o Bobrow and Rosen

Address 40 E. 69th Street; 4th Floor; New York, NY 10021 Phone 212-249-1550

Mailing Address _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor Commonwealth Sign Company, Inc.

Address P.O. Box 12825; Roanoke, VA 24028 Phone 800-821-7716

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

If applicant is a corporation, signature of duly authorized officer. Gary D. Cooper - President
(Name and title of corporate officer)

1. On what street is property located? On the North side of Temple Hill Road
(N,S,E or-W)
and _____ feet from the intersection of Mertes Lane

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 69 Block 1 Lot 6

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy Commercial b. Intended use and occupancy Sign identification

5. Nature of work (check if applicable) New Bldg Addition Alteration Repair Removal Demolition Other Sign

6. Is this a corner lot? No

7. Dimensions of entire new construction. Front 5'x12' Rear _____ Depth _____ Height 20' No. of stories _____

8. If dwelling, number of dwelling units: N/A Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost \$8000.00 Fee _____

PAI

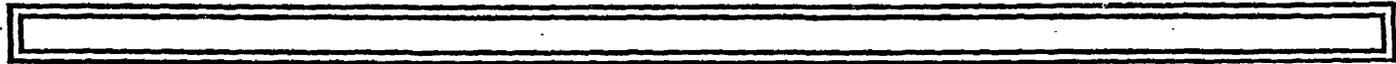
00 725

____/____/____
date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 563-4618
(914) 563-4693 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____



INSTRUCTIONS

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

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

Kelly Gales
(Signature of Applicant)

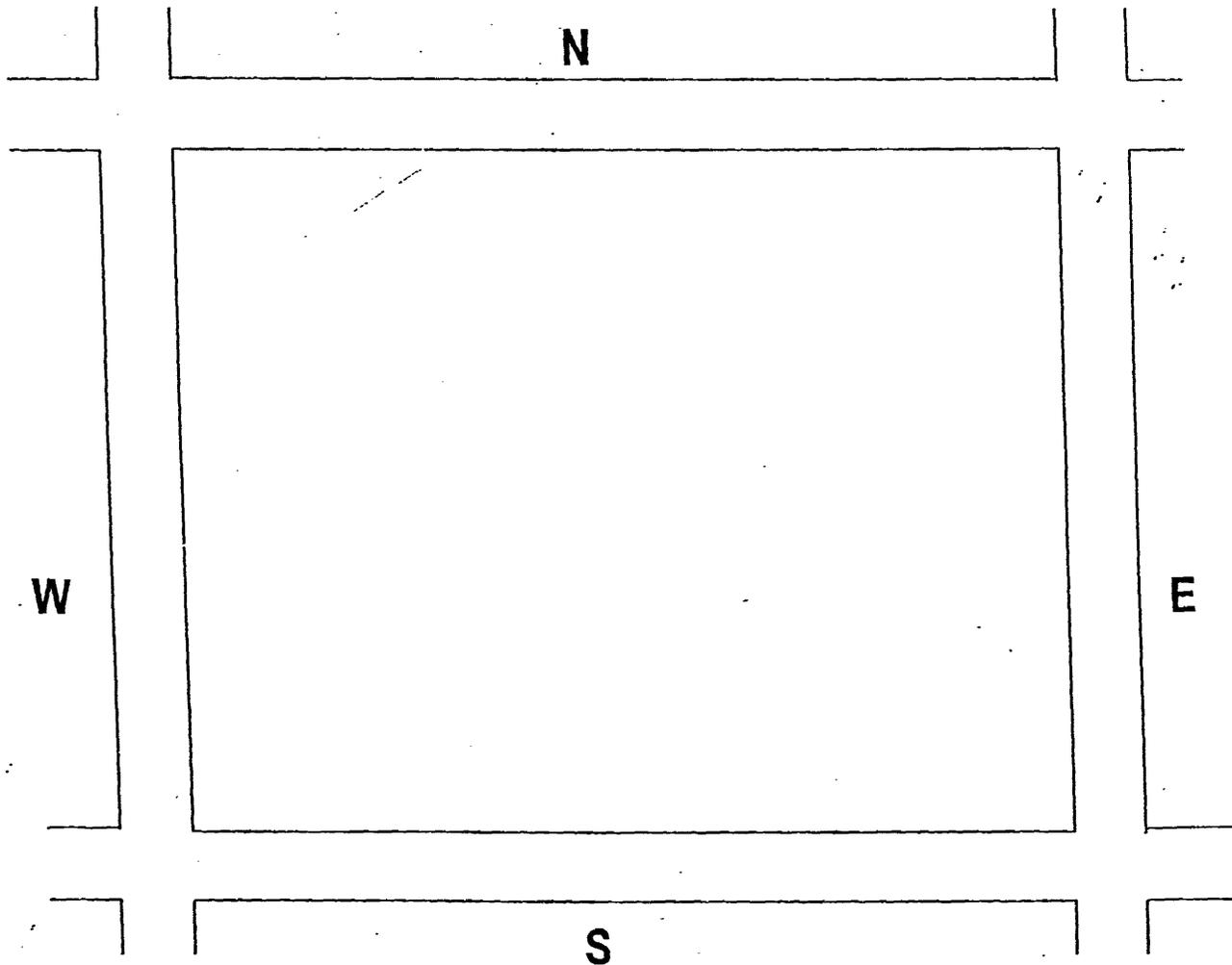
P.O. Box 12825, Roanoke, VA 24028
(Address of Applicant)

Original Attached
(Owner's Signature)

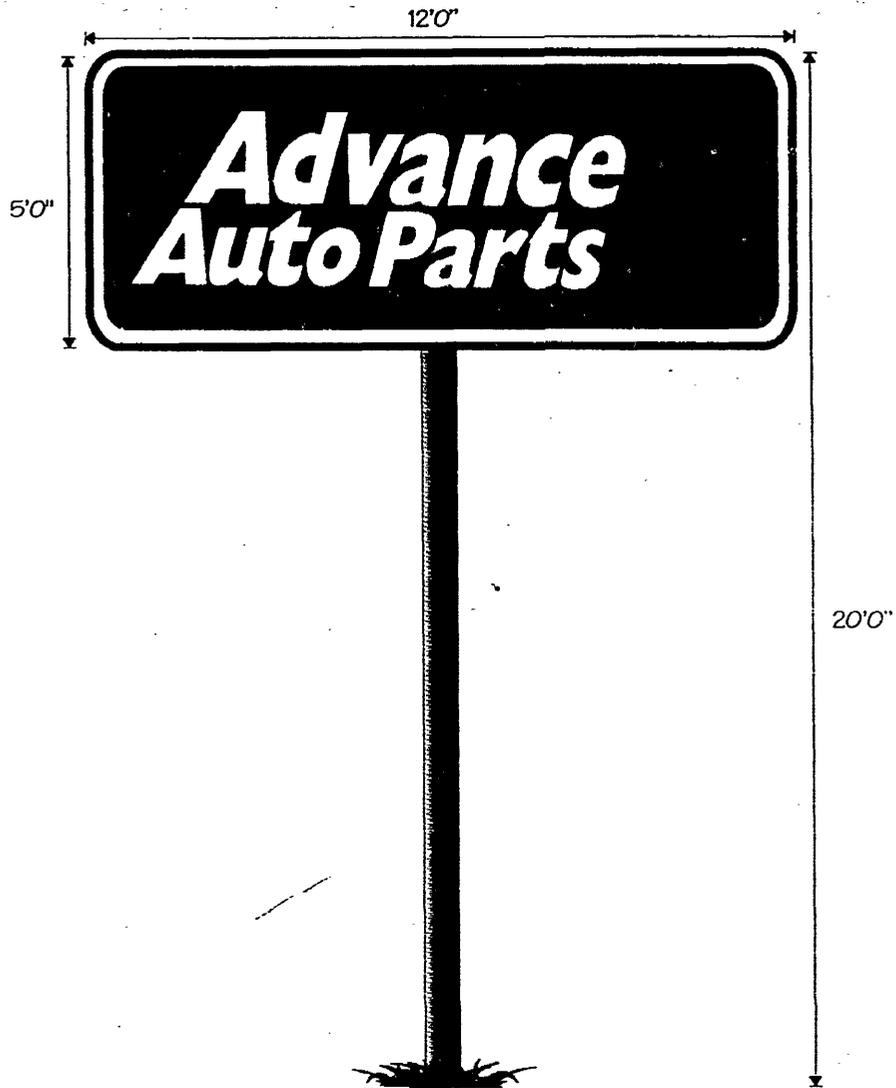
40 E. 64th Street, New York, New York 10021
(Owner's Address)

PLOT PLAN

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



11/11/11



 COMMONWEALTH SIGN COMPANY Roanoke, Va. 540-342-6295 or 800-821-7716		
		ADVANCE AUTO PARTS NEW WINDSOR, NY
		Customer Reference

Mike 4

ZBA MEMBERSHIP - 1999

✓ James Nugent, Chairman 569-7411 (o)
194 Quassaick Avenue 562-2234 (h)
New Windsor, N. Y. 12553 Term Expires: 12/31/2001

✓ 94. Lawrence Torley, V. Chairman 732-3508 (o)
~~50~~ Lincoln Dale Acres 496-5481 (h)
Washingtonville, N. Y. 10992 Term Expires: 12/31/99

✓ Michael S. Kane 565-6763 (h) *at store*
105 Shaker Court North Term Expires: 12/31/2003 *228-6060*
Windsor, N. Y. 12553

✓ Michael Reis 562-4898 (h)
48 Willow Parkway 496-5970 (o)
New Windsor, N. Y. 12553 Term Expires: 12/31/2000

✓ Len McDonald 565-4074 (h)
12 Split Tree Drive Term Expires: 2/31/2002
New Windsor, N. Y. 12553

Attorney:

✓ Andrew S. Krieger, Esq. 562-2333 (o)
219 Quassaick Avenue FAX: 562-2407
New Windsor, N. Y. 12553

Secretary:

Patricia A. ~~Barnhart~~ *Consett* 563-4630 (o)
7 Franklin Avenue 562-7107 (h)
New Windsor, N. Y. 12553 FAX: 563-4693

Stenographer:

✓ Frances Roth 566-1641 (h)
168 N. Drury Lane
Newburgh, N. Y. 12550

Macland 4
Vojan 4
L.G. Enterprises

PRELIMINARY MEETING:

VGR ASSOCIATES/ ADVANCED AUTO

Mr. Kevin Booker appeared before the board for this proposal.

MR. NUGENT: Request for variation of Section 48-18H(1)(a) of Supplemental Sign Regulations to allow more than 64 square feet sign face as follows: freestanding sign: variance required 56 square feet and 5 ft. sign height; and Section 48-18H(1)(b) one additional facade sign plus 27 ft. sign width variance for Advanced Auto Parts located at the plaza at Five Corners in Vails Gate in C zone.

MR. BOOKER: Just a little background, we handle most of the signs on the east coast for Advanced Auto Parts and what we have is kind of a pre-permitting process where we call the municipality and find out what's allowed so what we did is upon reviewing your ordinance, came to the conclusion that their sign package was over and they really didn't have anything in their sign box, if you will, that fit within the parameters of your sign ordinance. So, therefore, I come before you tonight to request some relief from your sign ordinance. Everyone I guess knows the property in question and it's not there yet, at least I don't think it is, I didn't find it. I guess it would be on the end of the Price Chopper and just due to the way the parcel sits, it faces both 94 as well as 300, so that's why they feel the need to identify what in fact the parcel is, they'd like to erect a freestanding sign and the closest thing they have that gets to an acceptable or to be accepted within your sign regulations would be a 5 x 12 which is 60 square feet. So 60 square feet times the two faces is 120, that's why it's 56 square feet over your allowed ordinance. In addition to building letters, it's my understanding that your sign ordinance allows for two foot six by ten foot just by the nature of Advanced Auto Parts stretches out considerably more so we don't have anything to follow those parameters and--

MR. NUGENT: Where is the building?

MR. BOOKER: I believe it's going on the corner.

MR. BABCOCK: It's on the end of Price Chopper where the tires used to be facing Pizza Hut, they're going to take down that building and build a nice building, little bit bigger, square it off and they're in front of the planning board right now with that and we decided to break the sign variance, they don't need any other variances, break that out so meanwhile, while we're in front of the planning board for their approval, they can come here.

MR. KANE: This map on the back of this is not correct.

MR. BABCOCK: That's correct, that map is not correct.

MR. REIS: Where is it again, opposite?

MR. BABCOCK: Price Chopper right against Price Chopper's building, used to be a tire store there across from Pizza Hut there.

MR. BOOKER: Questions I can answer?

MR. NUGENT: All right, let's go through one at a time so everybody on the board understands what we're doing. Freestanding sign, that's going to be out near 94.

MR. BOOKER: I didn't see it noted on the plot plan but I would say that would be the most obvious place for it.

MR. BABCOCK: Mr. Chairman, yeah, the plan calls for new entranceway, there's two entranceways off onto 49, the one to the west, which is the farthest one away from Vails Gate, they're going to redo that entrance and bring curbs in all the way into the first parking lot so if a car's parked there, you can't cut across, you have to actually come in and in that island is where they propose this sign.

MR. KANE: When we come to the public hearing, can we get a draw-up of that?

MR. NUGENT: Yes, I don't have that drawing that he just showed us.

MR. BOOKER: You all can keep one of these.

MR. KANE: Just for the public hearing, you don't have to have it now.

MR. BOOKER: It's denoted, sure.

MR. NUGENT: Freestanding sign variance required is 56 square feet and five foot sign height.

MR. BABCOCK: That's correct, Mr. Chairman, yeah, they're proposing it to be 20 foot high, our ordinance is 15, they're proposing it to be 120 square feet, they're allowed 64 so they need a 56 square foot variance.

MR. NUGENT: What you're telling us you can't make the sign any smaller?

MR. BOOKER: Primarily, advanced puts up an 8 x 24 sign in most of their stores.

MR. TORLEY: We're talking about the freestanding sign?

MR. BOOKER: Right, I'm telling you what they offer, you know, allowable signs, you could make any sign any size, that's a 5 x 12 so that's--

MR. NUGENT: That's the one you're putting up there?

MR. BOOKER: That's what we'd like to erect.

MR. NUGENT: Sixty square feet each side.

MR. BOOKER: Correct, so I'm saying normally, they go in with an 8 x 24 which is 102 times two, they have a 4 x 12 that would still be over your allowed square footage and this is a situation where they use a 4 x 12 with a low profile ground sign and that's where that's offered, so the 5 x 12 would actually be a deviation from their normal 5 x 15.

MR. TORLEY: I see 4 by--

MR. BOOKER: Four by twelve, that would be 96, that would still be over your allowable times two.

MR. TORLEY: A lot closer.

MR. BOOKER: That sign is a monument style sign, it drops to the ground, I don't think that would give them what they're after in that situation.

MR. KANE: I don't think on that entrance I'd like to see anything that low anyway.

MR. TORLEY: When you come to the public hearing, be prepared to say why you can't put the 4 x 12 off the ground.

MR. BOOKER: That would be a visibility issue.

MR. KANE: If you can take that, put it on this sign, not have a ground issue.

MR. BOOKER: We can address anything, this is all new to me, so I guess kind of a--

MR. REIS: We'd like to cooperate but give you the least possible.

MR. BOOKER: Can I amend that with a 6?

MR. TORLEY: We're required to go for the smallest possible variance.

MR. BOOKER: That's why I believe they came with a 5 x 12 as opposed to 5 x 15, we have already shrunk the signs so we came in--

MR. KANE: That's the idea of the preliminary, to give you an idea of how we feel.

MR. NUGENT: If you were several hundred feet off the road, I'd agree with the size of the sign, but you're not, you aren't going to be more than 50, 60 feet off the road.

MR. TORLEY: Freestanding is going to be a lot closer than that maybe.

MR. BABCOCK: It's right on the curb line.

MR. BOOKER: Then I guess the height issue is just--

MR. KANE: I don't have a problem with the height, if we can make an adjustment on the size of the sign.

MR. TORLEY: Doesn't want it that high.

MR. BOOKER: Split the difference 18, 17 something along those lines so--

MR. NUGENT: Second one is an additional facade sign plus 27 feet sign width so you're going to do one, if I'm reading this right, one that's 2 1/2 x 10 and then plus 27 more.

MR. BOOKER: No, sir, what it would actually be there would be two sets of equal letters, and I don't, the way I read it, I didn't understand, it will be two sets of letters of equal size on both facades, one facing 300 and then one facing 94, so it would be two sets of letters, same size.

MR. KANE: What sizes are they now?

MR. BOOKER: It's 30 inch by 37 foot, so it's the proper height, just by nature, and stretches out further.

MR. NUGENT: Just longer, is the building big?

MR. BOOKER: It's 7,000 square foot, so a minimum hundred foot store front, so this situation is where--

MR. TORLEY: Take a look at the picture.

MR. NUGENT: Yeah, I see that.

MR. BOOKER: It's a 7,000 square foot, so I assume it's 70 x 100, that's one of the situations, that's, you

know, if it just said parts or something, it would drop right in your sign ordinance, just by the nature, there's nothing that's offered and then it's just a matter of the actual components of the letters I can't shrink the letter that much and light it up so that's--

MR. KANE: They're going to be illuminated internally?

MR. BOOKER: Yes, sir which would be in the same characteristics of the other shopping center sign, just the Price Chopper I notice had channel letters, things of that nature.

MR. BABCOCK: Just to clear the record, his height of the sign is fine, he wants one additional sign, he's allowed one, he wants to have two, he's allowed to be ten foot long, he wants those signs to be 37 feet long.

MR. NUGENT: One of them?

MR. BABCOCK: Yes, that's correct.

MR. NUGENT: Two times 30 inches times 27 foot.

MR. BOOKER: That's another one of the situations where the smallest set of letters, they go to say 24 inch, but in a situation like this, with this large of a building, you don't see them.

MR. KANE: I think on the large front part, the large part I don't have the problem with the length on the smaller part, you can try to adjust that down.

MR. TORLEY: The side facing 94 you have a problem with?

MR. KANE: Yeah, the long, cause it fits that.

MR. BOOKER: So combination of.

MR. KANE: Side, might be able to tone that down.

MR. TORLEY: There's other signs there.

MR. BOOKER: Well, actually, the Price Chopper, they're

probably three or four foot letters just glancing at them, it's one of the situations three foot here looks large and three foot at 60 feet shrinks but I would say that would be probably an acceptable compromise, if we can do a 30 on the side where you're really not looking for signage, you're looking at the shopping center, see what it has to offer you, consolidated, so that would be I would think something they can live with, keep it in mind we're asking for a variance, so it's give and take.

MR. KANE: Mr. Chairman, accept a motion?

MR. NUGENT: Yes.

MR. KANE: Move we set up VGR Associates for a public hearing.

MR. REIS: Second it.

ROLL CALL

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

MR. KRIEGER: If you could address yourself to the criteria on that sheet, that would be helpful, because those are the criteria on which the state requires the zoning board to decide.

MR. BOOKER: Thank you.

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(914) 583-4611

RECEIPT
#387-2000

05/19/2000

Company, Inc. Commonwealth Sign

Received \$ 150.00 for Zoning Board Fees, on 05/19/2000. Thank you for stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

Dorothy H. Hansen
Town Clerk

ZBA # 00-14

ck # 1832



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

May 11, 2009

48

Commonwealth Sign Company
Attn: Kelly Lakes
PO Box 12825
Roanoke, Virginia 24028

Re: 69-1-6

Dear Ms. Lakes,

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

The charge for this service is \$65.00, minus your deposit of \$25.00.

Please remit the balance of \$40.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook
Sole Assessor

LC/lrd
Attachments

CC: Pat Corsetti, ZBA

National Temple Hill Association, Inc.
PO Box 315
Vails Gate, NY 12584

NYS Department of Transportation
Office of the Comptroller
Legal Services - 6th Floor
A.E. Smith Building
Albany, NY 12236

Storage Equities Inc. & PS Partners Ltd.
Dept. PT - NY24109-02
PO Box 25025
Glendale, CA 91201-5025

Graciano Duarte
60 Blueberry Drive
Woodcliff Lake, NJ 07675

John Grana
PO Box 317
Vails Gate, NY 12584

West Point Tours, Inc.
PO Box 125
Vails Gate, NY 12584

Route 300 Associates
C/o John Yanakliff
550 Hamilton Avenue
Brooklyn, NY 11232

Primavera Properties, Inc.
PO Box 177
Vails Gate, NY 12584

Coleen Bernhardt
PO Box 407
Vails Gate, NY 12584

Con Rail Corporation
Property Tax Department
PO Box 8499
Philadelphia, PA 19101

Angelo Rosmarino Enterprises, Inc.
PO Box 392
Vails Gate, NY 12584

Jean Boneri
1043 Route 94
Vails Gate, NY 12584

Irwin Bergknoff
Route 32
Highland Mills, NY 10930

Amerada Hess Corporation
C/o Dean E. Cole, Manager
Property Tax Department
1 Hess Plaza
Woodbridge, NJ 07095

Helen Simonson
PO Box 485
Vails Gate, NY 12584

SNJ Corporation
C/o Big V Supermarkets
176 South Main Street
Florida, NY 10921

MCB Partnership
521 Green Ridge Street
Scranton, PA 18509

Ella Brewer
Box 527
Vails Gate, NY 12584

Konstantinos & Theodore Panagiotopoulos
65 Eisenhower Drive
Middletown, NY 10940

TGS Associates, Inc.
RD 3 Box 255
Red Hook, NY 12571

Wilbur & Mary Brewer
PO Box 610
Vails Gate, NY 12584

Leon & June Trudeau
94 Canterbury Road
Fort Montgomery, NY 10928

TGS Associates, Inc.
15 East Market Street
Red Hook, NY 12571

Jay Ernst
2465 Palisades Avenue, Apt. 3E
Bronx, NY 10463

Albany Savings Bank
94 Broadway
Newburgh, NY 12550

S & S Properties, Inc.
123 Quaker Road
Highland Mills, NY 10930

Walter Brewer
PO Box 293
Vails Gate, NY 12584

R & S Foods, Inc.
249 North Craig Street
Pittsburgh, PA 15213

DB Companies DBA DB Mart
Convenience Stores
PO Box 9471
Providence, RI 02940

Mary McMillen
C/o Catherine Cignorale
PO Box 153
Vails Gate, NY 12584

Russell & Ruth Ann Brewer Jr
Box 103
Vails Gate, NY 12584

James & Phyllis Duffy
PO Box 214
Vails Gate, NY 12584

Helen, Ida Mae & Michael Brewer
PO Box 293
Vails Gate, NY 12584

Antonio & Giencinta Dedominicis
PO Box 327
Cornwall, NY 12518

Beatrice Deyo
Marie Hannah
Lawrence Scherf
PO Box 293
Vails Gate, NY 12584

Robert & Catherine Babcock Living Trust
324 Station Road
Rock Tavern, NY 12575

Central Hudson Gas & Electric Corp.
284 South Avenue
Poughkeepsie, NY 12601

Kelly Family Partnership
PO Box 38
Vails Gate, NY 12584

Franchise Realty Interstate Corp.
C/o Colley & McCoy Co.
PO Box 779
Croton Falls, NY 10519

Samuel Leonardo
Life Estate for Constantine Leonardo
7 Dogwood Hills
Newburgh, NY 12550

Fred Plus 3, LLC
104 South Central Avenue
Valley Stream, NY 11580

House of Apache Properties, Ltd.
C/o Herbert Slepoy
104 South Central Avenue
Valley Stream, NY 11580

Herbert Slepoy
Fred Gardner
104 South Central Avenue
Valley Stream, NY 11580

Terry Scott Hughes
18 Ellison Drive
New Windsor, NY 12553

Mobil Oil Corporation
Property Tax Department
PO Box 290
Dallas, TX 75221

4 Acres, L.L.C.
104 South Central Avenue
Valley Stream, NY 11580

Strober King Building Supply
PO Box 726
Vails Gate, NY 12584

SY Realty Corp.
550 Hamilton Avenue
Brooklyn, NY 11232

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT: (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: April 3, 2000

APPLICANT: Kelly Lakes, Common Wealth Sign Company
PO Box 12825
Roanoke, Virginia 24028

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 3/29/00

FOR : Advance Auto Parts, V.G. R. Associates L.L.C.

LOCATED AT: 115 Temple Hill Rd

ZONE: Sec/ Blk/ Lot: 69-1-6

DESCRIPTION OF EXISTING SITE: Retail Shopping Center

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 48-18, H1b 1-Façade sign permitted not to exceed 2.5'x10'. Proposed sign is 2.5' x 37'. Variance for additional 27' width

David J. Kuyber
BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: C USE:

SIGN: 1-Façade 2.5'x10

1-2.5'x37'

FREESTANDING:

HEIGHT:

WIDTH: 10'

37'

27'

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
 IMPORTANT
 YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be corrected before construction.

RECEIVED
 MAR 29 2000

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and under slab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:
 Building Permit #: 183-2000

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises VGR Associates c/o Bobrow and Rosen
 Address 40 E. 69th Street, 4th Floor, New York, NY 10021 Phone 212-249-1550

Mailing Address _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor Commonwealth Sign Company, Inc.

Address P.O. Box 12825, Roanoke, VA 24028 Phone 800-821-7716

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

If applicant is a corporation, signature of duly authorized officer. Gary D. Cooper - President
 (Name and title of corporate officer)

1. On what street is property located? On the North side of Temple Hill Road
(N,S,E or W)
and _____ feet from the intersection of Merkes Lane

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 69 Block 1 Lot 6

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy Commercial b. Intended use and occupancy Sign identification

5. Nature of work (check if applicable) New Bldg Addition Alteration Repair Removal Demolition Other Sign

6. Is this a corner lot? No

7. Dimensions of entire new construction. Front 30'x37' Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: N/A Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost \$6000.00 Fee _____

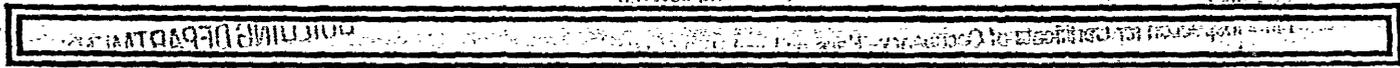
PAID

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 563-4618
(914) 563-4693 FAX

Blgd Insp Examined
Fire Insp Examined
Approved
Disapproved
Permit No.



INSTRUCTIONS

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

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

K. Krychear
(Signature of Applicant)

P.O. Box 12825, Roanoke, VA 24028
(Address of Applicant)

(Owner's Signature)

40 E. 69th St., New York, NY

(Owner's Address)

PLOT PLAN

**PUBLIC NOTICE OF HEARING
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. 14

Request of VGR ASSOC'S. L.L.C./Advance Auto Parts.

for a VARIANCE of the Zoning Local Law to Permit:

More than the allowable signage for facade &
freestanding sign;

being a VARIANCE of Section 48-18 - Supp. Sign Regs.

for property situated as follows:

115 Temple Hill Road, New Windsor, N.Y.

known and designated as tax map Section 69, Blk. 1 Lot 6.

PUBLIC HEARING will take place on the 12th day of June, 2000 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent
Chairman

5624

LEASE AGREEMENT

BETWEEN

ADVANCE STORES COMPANY, INCORPORATED

AND

VGR ASSOCIATES, LLC

VAILS GATE, NEW YORK

This LEASE AGREEMENT is made December 8, 1999, by and between VGR ASSOCIATES, LLC, a New York limited liability company, herein called "LANDLORD"; and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation, herein called "TENANT".

- R E C I T A L S -

A. LANDLORD is the owner of a parcel of land and the improvements thereon constituting the Price Chopper Plaza (herein the "shopping center") situated at the intersection of Temple Hills Road and Route 94 in Vailsgate, New York. The shopping center is outlined in red on the site plan prepared by Eustance & Horowitz, P.C. dated April 1, 1993 and last revised August 7, 1995 attached hereto as Exhibit "A-I" consisting of one (1) page which has been initialed by LANDLORD and TENANT.

B. LANDLORD desires to lease to TENANT and TENANT desires to lease from LANDLORD that portion of the shopping center that consists of approximately 9,600 square feet of land which is outlined in green on the survey prepared by Daniel P. Yanosh, N.Y.S.L.S. dated December 30, 1997 attached hereto as Exhibit "A-II" (herein the "leased premises") consisting of one (1) page which has been initialed by LANDLORD and TENANT upon which TENANT may erect improvements to be used for its business operations.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LANDLORD and TENANT agree as follows:

1. DEMISE. LANDLORD leases to TENANT, and TENANT leases from LANDLORD, the leased premises.

2. CONSTRUCTION OF IMPROVEMENTS.

a. Construction. After the Delivery Date as set forth in paragraph 3(c), TENANT shall construct, at its expense, subject to reimbursement by LANDLORD as provided in paragraph 4, on the leased premises (i) a building ("Tenant's Store Building") which shall be TENANT'S prototypical store building with signage, and (ii) related site improvements (collectively, "TENANT'S improvements"), all of which shall be built in accordance with all applicable laws and governmental regulations.

b. Changes to Shopping Center. LANDLORD shall not unreasonably refuse to allow TENANT to grade and pave portions of the shopping center outside of the leased premises if reasonably necessary in order to complete TENANT'S initial development of the leased premises, provided TENANT pays for all such work and promptly repairs and restores any and all damage resulting from such work. LANDLORD agrees, at LANDLORD'S sole cost and expense to complete the parking lot lighting for that portion of the common areas of the shopping center outside of the leased premises.

c. Due Diligence Period. In order to satisfy itself that the leased premises can be utilized for TENANT'S business operations, TENANT shall have a period of ninety (90) days after the date hereof (the "Due Diligence Period") within which (i) to perform such tests as TENANT deems reasonably necessary, including, without limitation, soil tests and environmental tests, and (ii) to obtain all necessary governmental approvals and permits for construction of TENANT'S improvements and for the operation of TENANT'S business in TENANT'S Store Building (the "Permits"). If TENANT determines, in its sole discretion, that the leased premises are not suitable for construction and operation of TENANT'S Store Building,

or if TENANT determines, in its sole discretion, not to proceed with this lease for any reason, then TENANT may terminate this lease by written notice to LANDLORD given prior to the end of the Due Diligence Period, in which case neither party shall have any further rights or obligations hereunder. TENANT (and its employees, agents, contractors and consultants, and their respective employees) shall have the right to enter onto the leased premises during the Due Diligence Period in order to perform the tests referred to above.

d. LANDLORD'S COOPERATION. LANDLORD shall cooperate with TENANT with respect to TENANT'S exercise of its due diligence rights set forth in subparagraph b of this paragraph 2 including, without limitation, cooperating with TENANT in applying for and obtaining the Permits.

3. REMOVAL OF BUILDINGS. Prior to the delivery of the leased premises by LANDLORD to TENANT, LANDLORD shall raze and remove the buildings on the leased premises in compliance with the following terms and conditions:

a. Before LANDLORD shall be obligated to remove the buildings TENANT must furnish LANDLORD written notice that all conditions and contingencies of this Lease have been satisfied or waived by TENANT except for the satisfaction of LANDLORD's obligations under this Section.

b. LANDLORD shall perform all its obligations under this Section within thirty (30) days after the date when LANDLORD receives TENANT's said notice. If LANDLORD shall fail to perform its obligations under this Section then TENANT may elect (i) to terminate this Agreement by written notice to LANDLORD or (ii) to perform LANDLORD's obligations under this Section at LANDLORD's expense in which event TENANT's costs of performing LANDLORD's

obligations shall be reimbursed to TENANT by abatement of the monthly rent until such time as TENANT has been entirely reimbursed, or (iii) force LANDLORD to perform its obligations by suit for specific performance, in which event TENANT shall be entitled to recover from LANDLORD, TENANT's attorneys' fees and court costs.

c. The removal of the buildings and all related work shall be performed in compliance with all applicable laws, codes, ordinances, rules, regulations and directives of all applicable governmental authorities, including but not limited to those applicable to any Hazardous Materials (as defined hereinafter). LANDLORD's work related to removing the buildings shall also include (1) removing the slab, floor, footings, foundations and all other underground improvements related to the buildings and filling the resulting holes to the grade level of ground adjacent to the holes with engineered and compacted fill material under the supervision of a licensed geotechnical engineer, and (2) furnishing TENANT a signed and sealed letter of the engineer certifying that the fill has been performed in accordance with sound engineering practice using clean, cohesive backfill material compacted to not less than 95% Standard Proctor in accordance with AASHTO specifications and that the fill has been performed in such a manner that surface water will not pond in the filled area(s), and (3) furnishing TENANT reasonable documentation that LANDLORD has paid for all labor and materials furnished in connection with the performance of LANDLORD's work (the "Delivery Date").

d. LANDLORD covenants and agrees to save, defend, and hold TENANT harmless from and against all claims, losses, damages, liability and expenses, including but not limited to attorney's fees and all claims by contractors, subcontractors and their employees, and furnishers of labor and materials, arising out of or in connection with the removal of the buildings and related improvements from the Property and entry of the Property for such purposes and/or from the failure

of the LANDLORD to perform the obligations of LANDLORD under this Section.

4. LANDLORD'S PURCHASE OF TENANT'S IMPROVEMENTS. Within thirty (30) days following the date of TENANT'S written notice to LANDLORD of TENANT'S completion of TENANT'S improvements (which notice shall include a copy of the certificate of occupancy relating to TENANT'S improvements), LANDLORD shall purchase TENANT'S improvements for Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) cash (the "Purchase Price"). The purchase shall be consummated by the delivery of TENANT to LANDLORD of a bill of sale covering TENANT'S improvements in form reasonable, satisfactory to counsel for TENANT and LANDLORD in exchange for payment to TENANT of the Purchase Price. The date on which such purchase is consummated shall be referred to as the "Closing Date".

5. TERM/OPTIONS:

a. Initial Term: The initial term of this lease and TENANT'S obligation to pay rentals herein (herein referred to as the "initial term") shall commence on the closing date, and shall terminate in the year in which occurs the tenth anniversary of the commencement of the term, the actual termination date to be 11:59 p.m. either June 30th or December 31st within said tenth year, whichever date would ensure that the initial term does not exceed one hundred twenty-six (126) months in duration. Upon commencement of the term of this lease, LANDLORD and TENANT shall enter into a written agreement setting forth the commencement date, but the failure to execute such agreement shall not prevent the commencement of the term. TENANT'S obligation to commence payment of the rent provided in paragraph 5 hereof shall coincide with the commencement of the term of this lease; however,

in the event the commencement date commences on any day other than the first day of any calendar month, TENANT shall pay to LANDLORD on the commencement of the term the proportionate amount of rent due for the balance of such month. Notwithstanding the date set for the commencement of the term and the commencement of the rent, all other provisions of this lease shall be effective as of the date hereof.

b. Option: In the event the initial term of this lease terminates on June 30th, then LANDLORD grants to TENANT the option to extend this lease for three (3) additional terms as follows: the first option term shall be for a period of six (6) months, the second option term shall be for a period of five (5) years, and the third option term shall be for a period of five (5) years. However, if the initial term terminates on December 31st, then LANDLORD grants to TENANT the option to extend this lease for two (2) additional terms of five (5) years each. Each of the aforesaid option terms shall be upon the same terms and conditions as herein contained except as provided for in paragraph 6 hereof regarding guaranteed rent. In order to exercise said options to extend this lease, TENANT shall give LANDLORD written notice at least six (6) months prior to the expiration of the then term of this lease; however, in case TENANT fails to timely exercise said option, LANDLORD shall give TENANT written notice inquiring whether TENANT desires to exercise such option; TENANT may, within fifteen (15) days of receipt of such notice from LANDLORD, exercise such option to extend this lease, which exercise shall constitute a valid and timely exercise of said option.

6. RENT:

a. Guaranteed Rent: TENANT shall pay LANDLORD, commencing on the first day following the closing date, during each rental year of this lease the following

The percentage rental shall be determined and payable on or before the ninetieth (90th) day following the close of each rental year based on the gross sales made from the leased premises for each such year. A statement signed by an officer of TENANT showing in reasonable detail the amount of the gross sales during the preceding rental year shall accompany TENANT'S payment of the percentage rental for such period.

TENANT shall prepare and keep at its principal offices until at least twelve (12) months following the end of each rental year an accurate account of its gross sales as herein defined disclosing the cash receipts, and such other information as may be reasonably necessary to determine said gross sales, including all such sales records which would normally be examined by an independent accountant pursuant to accepted accounting standards if an audit of TENANT'S sales were to be performed. Upon written request from LANDLORD, TENANT shall furnish to LANDLORD any audit of sales made from the leased premises as done by the regular accounting firm employed by TENANT. LANDLORD may, at its option and expense, acting alone or through its duly authorized representatives, inspect TENANT'S record of sales made from the leased premises at any time or from time to time, provided such inspection covering a rental year is made within twelve (12) months following receipt of TENANT'S statement for such rental year. Any claim by LANDLORD for revision of any statement of sales or for additional percentage rental must be made in writing to TENANT within fifteen (15) months after the receipt of TENANT'S statement for such rental year for which additional rental is allegedly due. At its option, LANDLORD, at any reasonable time, or from time to time, no more than once during a rental year, may have made a complete audit of TENANT'S entire sales⁴ record relating to the leased premises covering the then current and immediately preceding rental year.

If such audit shall disclose a deficiency in percentage rental paid for any rental year to the extent of five percent (5%) or more, TENANT shall promptly pay to LANDLORD the amount of such deficiency and, in addition, TENANT shall pay the cost of such audit. In the event such audit discloses a deficiency for percentage rental of twenty percent (20%) or more in excess of rentals thereto paid for such rental year, LANDLORD shall have an additional remedy, at its option, to terminate this lease. LANDLORD shall hold in confidence all sales and other information obtained from TENANT'S records.

c. Definitions:

(i) Gross Sales: The term "gross sales" as used herein shall mean the actual sales price for all goods, wares and merchandise sold and actual charges for all labor services performed by TENANT upon or from the leased premises, whether for cash or otherwise, including, but not limited to, such sales and services where the orders therefore originate in, at or from the leased premises or from some other place, pursuant to mail, telephone, telegraph or similar orders received at the leased premises; provided, however, that the following transactions shall be expressly excluded from the term "gross sales": (a) exchanges of merchandise between stores of TENANT where such exchange is made solely for the convenient operation of TENANT'S business and not for the purpose of consummating a sale made in, at or from the leased premises; (b) returns of merchandise to shippers or manufacturers; (c) voluntary or involuntary cash or credit refunds to customers on transactions otherwise included in gross sales; (d) sales of fixtures, machinery and equipment used in the conduct of TENANT'S business at said leased premises; and (e) all sums collected from customers in the form of sales tax,⁴ excise tax or similar tax imposed upon and collected by TENANT by and for any duly constituted

governmental authority.

(ii) Rental Year: The term "rental year" as used herein shall mean: (a) in the calendar year in which the initial term of this lease commences, that period from the date of commencement of the lease until December 31st next following; and (b) that period from January 1 to December 31 for all other years during the term of this lease except that if the final termination date of this lease occurs on June 30 as a result of the provisions of paragraph 5a, the rental year for such year of termination shall be that period from January 1 to June 30 of such year.

7. TENANT'S FURNISHINGS, FIXTURES AND EQUIPMENT:

TENANT, at its sole cost and expense, may supply and install in or on the leased premises any furnishings, fixtures or equipment, including a satellite dish and any necessary cables or supporting equipment, which it deems necessary for its use of said premises; provided, however, that TENANT shall repair, at its own expense, any damage to the leased premises occasioned by such installation. LANDLORD shall not under any circumstances be liable for any furnishings, fixtures or equipment installed by TENANT. Any such furnishings, fixtures and equipment supplied and installed in the leased premises, except those permanently attached, shall be and remain the property of TENANT and TENANT shall have the right and obligation to remove same at any time so long as TENANT is not in default in the performance of any of the terms and conditions of this lease. Furthermore, TENANT'S right to remove said furnishings, fixtures and equipment shall extend to fifteen (15) days next following the date of termination of this lease, provided TENANT shall not then be in default of the terms and conditions of this lease.⁴ Any damage to the leased premises occasioned by the removal of said furnishings, fixtures and

equipment shall be repaired by TENANT at its sole cost and expense.

8. ALTERATIONS AND ADDITIONS: TENANT shall have the right to alter, improve and rearrange the interior partition walls of the leased premises as necessary for the convenience of the conduct of the TENANT'S business. TENANT shall not alter, improve or rearrange the structural walls of the leased premises without the prior written approval of LANDLORD, which approval shall not be unreasonably withheld. TENANT shall pay all costs for any of the foregoing alterations or additions and upon termination or cancellation of this lease, all alterations and additions shall become the property of LANDLORD.

9. MAINTENANCE AND REPAIRS:

a. LANDLORD: In addition to the provisions of subparagraph c of this paragraph, LANDLORD shall maintain and keep in good order and repair (which shall include replacement, if necessary) the roof, guttering and downspouts, the structural walls and foundations (neither windows nor doors are regarded as walls for the purpose of this paragraph), the electrical wiring (from the utility company's distribution lines to the leased premises) serving the leased premises, the water line (from the city water main to but not including the water meter) serving the leased premises, and the sanitary sewer serving the leased premises (from the main city sewer line to the leased premises), and all other structural components of the leased premises within thirty (30) days after written notice of the necessity of such repairs has been given by TENANT; or if not capable of repair within thirty (30) days, LANDLORD shall commence to repair and diligently proceed with the completion of such repairs; provided, however, that the cost of any such repairs required as a result of the negligence or willful act of TENANT, its customers or licensees, agents, servants or employees, shall be borne by TENANT. Should LANDLORD fail

to comply with said maintenance and repairs after notice, TENANT shall have the right to do so and deduct the cost thereof from the rental due hereunder.

b. TENANT: In addition to the provisions of subparagraph c of this paragraph and excepting damage by fire or other cause and any repairs or replacements which are the obligation of LANDLORD, TENANT shall maintain and keep in good order and repair the leased premises, including the electrical, plumbing and sewer systems along with the heating and air conditioning system as well as any and all interior non-structural maintenance. Should TENANT fail to make said maintenance and repairs, LANDLORD shall have the right to enter the leased premises and make the necessary repairs and perform any maintenance required. Any costs incurred by LANDLORD in so performing TENANT'S obligations shall be paid by TENANT within fifteen (15) days after receipt of notice of said expenditures.

c. Manufacturer's Warranties: Upon TENANT'S acceptance of the leased premises LANDLORD shall promptly assign to TENANT all manufacturer's warranties with respect to the mechanical installations within the leased premises, including, without limitation, the heating and air conditioning system(s).

10. INSURANCE:

a. LANDLORD: LANDLORD shall keep the shopping center, including the leased premises, insured by loss or damage by fire, with extended coverage, to the full replacement value thereof. TENANT agrees to pay its pro rata share of the insurance premium. TENANT'S pro rata share of said insurance premium shall be determined in the same manner as is TENANT'S obligation to pay real estate taxes pursuant to paragraph 11 hereof. If the term of this lease commences or terminates during any part of a year, TENANT shall be

responsible for said insurance premium for only that portion of the year for which TENANT is responsible to pay rent hereunder. TENANT'S pro rata share of said insurance premium shall be paid by TENANT within thirty (30) days of receipt from LANDLORD of a statement of said premium, which statement shall contain LANDLORD'S calculation of TENANT'S pro rata share of said premium.

b. TENANT: TENANT shall maintain with respect to the leased premises a policy of public liability, naming LANDLORD as an additional insured, with limits of \$2,000,000 each occurrence and \$2,000,000 general aggregate in companies authorized to do business in New York. TENANT upon request, shall exhibit such policies to LANDLORD or provide LANDLORD with evidence thereof.

11. REAL ESTATE TAXES: LANDLORD will pay all real estate taxes, assessments or other governmental charges which may be levied or assessed by any lawful authority against the shopping center including the leased premises. TENANT agrees to pay as additional rent to LANDLORD, TENANT'S pro rata share of the total real estate taxes, assessments, and other governmental charges levied on the shopping center at any time during the term of this lease. TENANT'S pro rata share of said taxes and charges shall be determined by multiplying the total of such taxes and charges by a fraction, the numerator of which shall be the gross leasable floor area of the leased premises and the denominator of which shall be the gross leasable floor area of the shopping center. If the term of this lease commences or terminates during any part of a year, TENANT shall be responsible for said taxes and charges for only that portion of the year for which TENANT is responsible to pay rent hereunder.

TENANT'S pro rata share of said taxes shall be paid by TENANT within thirty (30) days of receipt from LANDLORD of a statement of said taxes, which statement shall contain LANDLORD'S calculation of TENANT'S pro rata share of said taxes.

TENANT shall have the right to contest in the manner as provided by law any real estate taxes, assessments or other governmental charges which may be levied or assessed and for which TENANT is obligated pursuant to this paragraph to repay to LANDLORD. Any such contest shall be at TENANT'S sole expense, but LANDLORD shall cooperate fully with TENANT in any such contest.

12. DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: In the event of total or partial destruction of or damage to the leased premises by fire or any other cause during the term hereof, LANDLORD shall be obligated to and shall with due diligence rebuild or restore the leased premises to a condition comparable to that existing prior to the occurrence of said destruction or damage.

If in TENANT'S reasonable discretion any such destruction or damage to the leased premises is such as to prevent the operation of TENANT'S business on the leased premises, or to make it impractical so to do, then the rent, taxes and any other charges to be paid by TENANT hereunder shall abate from the occurrence of any destruction or damage up to and including the time that the leased premises has been rebuilt or restored. The amount of such abatement is to be determined by taking a fraction, the numerator of which shall be the square foot area of the building which is a part of the leased premises which is usable in the operation of TENANT'S business on the leased premises following any destruction or damage thereto and the denominator of which shall be the total square foot area, inside dimensions, of such building. The

amount of which results from the multiplication of such fraction by all rent and taxes and all other charges that would have been due from TENANT to LANDLORD hereunder but not for the destruction or damage, shall be the amount payable by TENANT for the period commencing with any destruction or damage and terminating with the completion, by LANDLORD, of the aforesaid rebuilding or restoration.

In the event of the total destruction of the leased premises during the last one (1) year of the term of this lease, LANDLORD shall not be obligated to so rebuild and restore, and at the option of either LANDLORD or TENANT (exercised by notice to the other within thirty (30) days of such destruction) this lease shall terminate. Anything herein contained to the contrary notwithstanding, if the leased premises is totally destroyed by reason of fire or other cause occurring during the last one (1) year of the term of this lease or any renewal period thereof, LANDLORD shall rebuild the leased premises, at LANDLORD'S expense, if prior to the expiration of thirty (30) days after such destruction, TENANT shall have elected to exercise any option which TENANT may then have to extend this lease for an additional period.

13. CONDEMNATION:

a. Total: If the whole of the leased premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose or by private purchase in lieu thereof, then this lease and the term hereof shall automatically cease and terminate as of the date of title vesting in such proceedings.

b. Partial: If any part of the leased premises or shopping center shall be so taken and such partial taking shall render that portion not so taken unsuitable for the purposes for which the leased premises were leased, then LANDLORD and TENANT shall each

have the right to terminate this lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceeding. If any part of the leased premises shall be so taken and this lease shall not be terminated, as aforesaid, then this lease and all of the terms and provisions thereof shall continue in full force and effect, except that the guaranteed annual rent shall be reduced in the same proportion that the gross leasable area of the leased premises taken bears to the original gross leasable area leased and, LANDLORD shall, upon receipt of the award in condemnation, make all necessary repairs and alterations (exclusive of TENANT'S furnishings, fixtures, equipment and signs) to restore the portion of the leased premises remaining to as near its former condition as the circumstances will permit, and to the building of which the leased premises forms a part to the extent necessary to constitute the portion of the building not so taken a complete architectural unit; and TENANT, at TENANT'S expense, shall make all necessary repairs and alterations to TENANT'S furnishings, fixtures, equipment and signs.

c. Rent: If this lease is terminated as provided in this paragraph all rent shall be paid by TENANT up to the date of termination and LANDLORD shall refund any rents paid by TENANT in advance and not yet earned.

d. Award: All damages or compensation awarded or paid for any such taking, whether for the whole or any part of the leased premises, shall belong to and be the property of LANDLORD without any participation by TENANT; provided, however, that nothing herein contained shall be construed to preclude TENANT from prosecuting any claim directly against the condemning authority, but not against LANDLORD, for the value of or damages to and/or for the cost of removal of movable trade fixtures and other personal property which under the terms of this lease would remain TENANT'S property upon the expiration of the term of this

lease, as may be recoverable by TENANT in TENANT'S own right.

14. USE/SIGNS/UTILITIES:

a. USE: TENANT shall use the leased premises only for the purpose of operating and conducting therein a business of the type conducted by the chain of stores operated by TENANT, which is generally the sale of automobile parts and accessories, including tires, batteries and wheels. Furthermore, TENANT'S use shall comply with all ordinances, laws, rules or regulations promulgated by any governmental body having jurisdiction over the leased premises. TENANT shall determine its hours and days of operation at its sole and absolute discretion. Nothing contained in this lease shall imply any obligation to open for business or to continuously operate a store on the leased premises.

b. Signs: TENANT may erect or place signs on the exterior of the leased premises, including a separate standing pylon sign facing any public road adjacent to the leased premises, provided that the erection of any such signs be in accordance with all local ordinances.

c. Utilities: TENANT shall procure for its own account and shall pay the cost of all utility charges, including water, electricity, heat and sewer, used by TENANT in or at the leased premises.

15. ASSIGNMENT OR SUBLETTING: TENANT may not assign or sublet the whole or any part of the leased premises without the prior written consent of LANDLORD, which will not be unreasonably withheld; provided, however, any such assignment or subletting to which LANDLORD consents shall not release TENANT of its obligation hereunder. ⁴

16. DEFAULT:

a. Events of Default: The following shall constitute an event of default hereunder;

(i) TENANT'S failure to pay the rent or other charges when due and which remain unpaid for more than ten (10) days after written notice from LANDLORD; or

(ii) TENANT'S failure to perform any of the other terms, conditions or covenants contained in this lease which has continued for more than thirty (30) days after written notice thereof from LANDLORD; provided, however, that if the nature of such default is such that it can not reasonably be cured within said thirty (30) days, and work thereon has commenced within said period and diligently prosecuted, no default shall have occurred; or

(iii) TENANT shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against TENANT in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of TENANT'S property; or

(iv) TENANT makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or

(v) TENANT shall abandon the leased premises or suffer the lease to be taken under any writ of execution.

b. Remedies: If any event of default has occurred then LANDLORD, without excluding other rights or remedies it may have, shall have the immediate right of ré-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of

TENANT, all without resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. If LANDLORD should elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this lease or it may from time to time without terminating this lease make such alterations and repairs as may be necessary in order to relet the leased premises, and relet said leased premises for such term and at such rentals and upon such other terms and conditions as LANDLORD may deem advisable. In the event of such reletting, all rentals received by LANDLORD shall be applied, first, to the payment of any indebtedness other than rent due hereunder from TENANT to LANDLORD; second, to the payment of any costs and expenses of such reletting, including the expense of alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by LANDLORD and applied in payment of any future rent due and unpaid hereunder. If such reletting shall yield rentals insufficient for any month to pay the rent due by TENANT hereunder for that month, TENANT shall be liable to LANDLORD for the deficiency and same shall be paid monthly. No such re-entry or taking possession of the leased premises by LANDLORD shall be construed as an election to terminate this lease unless a written notice of such intention be given by LANDLORD to TENANT at the time of such re-entry. Notwithstanding any such re-entry and reletting without termination, LANDLORD may at any time thereafter elect to terminate this lease for such previous breach, in which event it may recover from TENANT damages incurred by reason of such breach, including the cost of recovering the leased premises and the difference in value between the rent reserved hereunder for the remainder of the term and the reasonable rental value of the leased premises for the remainder of the term. In determining the rent which would be payable by TENANT hereunder, subsequent to default, the annual rent for each year of the

unexpired term shall be equal to the average annual rent paid by TENANT from the commencement of the term to the date of default.

17. COMMON AREAS:

a. Common Areas Use: In addition to the leased premises, LANDLORD hereby grants to TENANT, its customers, employees, invitees and agents, a non-exclusive easement to use, in common with others entitled to similar use, all of the "common areas" presently or in the future situated on the shopping center to-wit: such areas, improvements and space in or at the shopping center devoted to the general use of all of the tenants of the shopping center and their customers, employees, invitees and agents, such common areas to include, without limitation, all streets, roadways and sidewalks for ingress and egress to and from the leased premises and the public streets or highways adjoining or abutting the shopping center, areas designated for vehicular parking, landscaped areas, lighting facilities, curbs, truck routes, loading docks, retaining walls, exterior of outside walls of the building(s), roofs, canopies and downspouts of building(s), pedestrian malls, hallways, stairs, ramps, washrooms, water and sewage and storm water systems, accommodation areas such as sidewalks, grass plots, ornamental planting, entry monuments, and signs, directional signals and the like.

b. Maintenance of Common Areas: Subject to reimbursement by TENANT as hereafter provided, LANDLORD shall maintain all of the common areas in good repair, reasonably free of snow, ice and debris and adequately lighted during all business operations at the shopping center.

c. TENANT'S Reimbursements of Costs of Maintenance of Common Areas: In addition to the rent to be paid pursuant to paragraph 6 hereof, TENANT agrees to reimburse LANDLORD for the costs of snow and ice removal and all other costs incurred in

maintaining the common areas, as follows:

(i) Snow and Ice Removal: TENANT'S pro-rata share of the costs of removal of snow and ice from the common areas, such pro-rata share to be due and payable within thirty (30) days of TENANT'S receipt of a statement in reasonable detail of the actual costs and expenses paid or incurred by LANDLORD in connection with such removal and showing the determination of TENANT'S pro-rata share.

(ii) Other Maintenance: Subject to the limitations hereafter set forth, TENANT agrees to reimburse LANDLORD for TENANT'S pro-rata share of the cost of maintaining the common areas other than for the costs incurred in connection with snow and ice removal. TENANT'S pro-rata share shall be paid by TENANT within (30) days of receipt of a statement in reasonable detail of the actual costs and expenses paid or incurred by LANDLORD for such maintenance and showing the determination of TENANT'S pro-rata share. Notwithstanding the foregoing, TENANT'S pro-rata share of common area charges shall not exceed the sum of \$14,000.00 in any rental year during the term of this lease.

(iii) Determination of Pro-Rata Share: TENANT'S pro-rata share of the items referred to in (i) and (ii) above shall be determined in the same manner as is TENANT'S obligation to pay real estate taxes pursuant to paragraph 11 hereof. If the term of this lease commences or terminates during any part of a year, TENANT shall be responsible for its pro rata share of the items referred to in (i) and (ii) above for only that portion of the year for which TENANT is responsible to pay rent hereunder.

18. HAZARDOUS SUBSTANCES:

a. Definition: As used herein, "Hazardous Substance" means any

substance that is toxic, ignitable, reactive, or corrosive and is regulated by any local government, the State of New York, or the United States of America. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

b. LANDLORD'S Covenants and Indemnification: LANDLORD covenants that the leased premises shall be free of Hazardous Substances as of the commencement date of the term of this lease. LANDLORD agrees to indemnify and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the leased premises unless the Hazardous Substances are present solely as a result of the breach of the provisions of subparagraph c of this paragraph. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the leased premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision unless the Hazardous Substances are present solely as a result of the breach of the provisions of subparagraph c of this paragraph. This indemnification shall specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the leased premises after the term of this lease commences.

c. TENANT'S Covenants and Indemnification: TENANT covenants that during the period of its possession of the leased premises TENANT, its agents, employees,

contractors and invitees, shall comply with all federal, state and local Hazardous Substance laws, regulations and ordinances that are applicable to TENANT'S use of the leased premises, the failure of which shall constitute an event of default under this lease. TENANT agrees to indemnify and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the lease term and arising as a result of the default by TENANT, its agents, employees, contractors or invitees, of the foregoing covenant. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the leased premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

19. NOTICES AND RENT PAYMENTS:

a. Notices: Notices under this lease shall be deemed to have been given if in writing, and (i) when deposited in the United States mail, certified or registered, return receipt requested, with postage prepaid, or (ii) when delivered by hand against a written receipt, or (iii) when delivered to a national recognized overnight delivery service, such as FedEx, with delivery fees prepaid or billed to sender, and if addressed as follows:

To LANDLORD At: VGR ASSOCIATES, LLC
 C/O BOBROW & ROSEN
 40 EAST 69TH STREET
 NEW YORK, NY 10021

To TENANT At: ADVANCE STORES COMPANY, INC.
P.O. BOX 2710
ROANOKE, VA 24001
ATTN: REAL ESTATE DEPARTMENT

Or to either at such other place as either of them may give notice to the other, pursuant to the provisions of this paragraph, from time to time.

b. Rent: All payments of rent to be made hereunder by TENANT shall be mailed to LANDLORD at the address provided for in subparagraph a of this paragraph.

20. NON-COMPETITION: LANDLORD shall not, for as long as this lease remains in force and effect, either directly or indirectly, lease to any third person any land or building, whether presently owned or hereafter acquired, within two (2) mile(s) from the leased premises for the purpose of conducting thereon a business similar to that being conducted by TENANT upon the leased premises; nor shall LANDLORD itself, nor any of its individual stockholders, partners or beneficiaries, as the case may be, either directly or indirectly, own or operate any such business within said two (2) mile(s) radius.

TENANT shall, in the event that there is a breach of any of the provisions of this paragraph, have the following rights and remedies, none of which shall be exclusive of the others or any other remedy otherwise available to TENANT:

(a) TENANT may institute proceedings to enjoin the violation in its name or in the name of LANDLORD.

(b) If such conflicting use continues for a period of thirty (30) days after written notice thereof shall have been given by TENANT to LANDLORD, TENANT may, at any

time thereafter, elect to terminate this lease, and on such election, this lease shall, on the date fixed in the notice of such election, be terminated, and TENANT shall be released and discharged of and from any and all further liability hereunder.

(c) As long as such condition exists, TENANT'S only obligation concerning the payment of rent shall be the payment of percentage rental only, with no minimum guaranteed annual rent, on the basis of the percentage of gross sales set forth in paragraph 6b hereof, such percentage rental to be payable only after the expiration of each rental year.

(d) TENANT may hold LANDLORD liable for any costs and expenses, including counsel fees, sustained or incurred in connection with any proceedings instituted by TENANT, and if LANDLORD does not institute and proceed diligently with suit to enjoin such conflicting use may hold LANDLORD liable for any and all other damages sustained or to be sustained by reason of the violation of such covenant.

21. MISCELLANEOUS:

a. Identity of Interest: The execution of this lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between LANDLORD and TENANT the relationship of principal or agent, or of a partnership or joint venture.

b. Landlord's Title: LANDLORD covenants that it has lawful title and right to make this lease for the term and upon the conditions herein set forth and that it will provide TENANT with evidence thereof satisfactory to TENANT prior to the time on which the initial term shall commence. If at any time during the term hereof the title or right of LANDLORD to make this lease shall fail or for any reason it shall appear LANDLORD is unable

to make this lease for the term or on the conditions herein set forth, TENANT may cancel this lease.

c. Quiet Enjoyment: LANDLORD covenants that it will put TENANT into complete and exclusive possession of the leased premises and that upon TENANT'S paying the rent and performing all of the covenants of this lease to be performed by it hereunder, TENANT shall during the term hereof freely, peaceably and quietly occupy and enjoy the full possession of the leased premises and all of the rights and privileges herein granted, including any easement rights, without molestation or hindrance, lawful or otherwise.

d. Holding Over: Any holding over after the expiration of the term hereof with the consent of LANDLORD shall be construed to create a tenancy from month to month at the rent herein reserved, prorated on a monthly basis; and such tenancy shall otherwise be subject to the terms and conditions set forth in this lease.

e. Surrender of Leased Premises: TENANT shall surrender to LANDLORD the leased premises at the expiration of the term hereof, or any extension thereof, or upon termination by virtue of TENANT'S default, in good and broom clean condition, reasonable wear and tear and damage by fire or other cause not occasioned by TENANT'S negligence excepted.

f. Loss or Damage of Property: LANDLORD shall not be liable for any loss or damage to TENANT'S property however occurring except as may result directly from failure of LANDLORD to perform any act required of it under the terms of this lease or in the event same shall have arose from or out of any occurrence occasioned by the⁴ act or omission of LANDLORD, its agents, contractors, employees, servants, lessees, or

concessionaires.

g. Right of Entry: LANDLORD, its agents and representatives, shall have the right to enter the leased premises at all reasonable times for the purpose of (a) inspection of the leased premises, (b) making repairs, replacements, alterations or additions to the leased premises, (c) exhibiting the leased premises to prospective tenants during the last one hundred twenty (120) days of the term, and any such entry herein authorized shall not be or constitute an eviction or deprivation of any right conferred hereunder upon TENANT.

h. Excusable Delay: Except for the payment of rent, if LANDLORD or TENANT is delayed or prevented from performing any of its obligations under this lease by reason of strike or labor troubles or any outside cause whatsoever beyond LANDLORD'S or TENANT'S reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligations by LANDLORD or TENANT.

i. Non-waiver: The failure of LANDLORD or TENANT to insist upon strict performance of any of the terms, conditions and covenants herein contained shall not be deemed to be a waiver of any rights or remedies that LANDLORD or TENANT may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

j. Conditions Precedent to TENANT'S Covenants: The covenants of TENANT herein contained, including the obligation to pay rent, are expressly made subject, in addition to the other conditions contained in this lease, to the leased premises being vacant at the commencement of the term and TENANT being able to obtain all necessary governmental permits

and authority for operating and conducting upon the leased premises a business of the type conducted by the chain of stores operated by TENANT. In the event the leased premises are not vacant or TENANT is unable to obtain any of such governmental permits or authority, TENANT shall have the right to cancel this lease upon giving written notice to LANDLORD.

k. Indemnification of LANDLORD: TENANT will indemnify LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by TENANT of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of TENANT, its agents, contractors, employees, servants, lessees or concessionaires. Nothing contained in this paragraph shall be construed to require TENANT to indemnify LANDLORD for any loss of life, personal injury and/or damage to property arising from or out of any occurrence occasioned by the act or omission of LANDLORD, its agents, contractors, employees, servants, lessees or concessionaires.

l. Waiver of Subrogation: Notwithstanding any other provision herein, LANDLORD shall not be liable to TENANT and TENANT shall not be liable to LANDLORD for any loss or damage caused by any of the perils or casualties enumerated in standard fire or extended coverage policies and recovered by the insured party from its insurers even if such fire or other casualty or peril resulted from the negligence of the other party; and to the extent of such recovery, each party hereto releases and waives all rights and claims against the other.

m. Short Form Lease: TENANT agrees not to record this lease, and LANDLORD and TENANT agree to execute, acknowledge and deliver, if either party shall so request, a "Short Form Lease" suitable for recording.

n. Pre-existing Conditions: Nothing contained in this lease shall be construed to impose any responsibility upon TENANT with regard to any loss, injury or other claim arising as a result of any condition that existed on the leased premises at the time of TENANT'S taking possession thereof.

o. Governing Law: The laws of the State of New York shall govern the validity, performance and enforcement of this lease.

p. Prior Negotiations, Etc.: All negotiations, considerations, representations and understandings between LANDLORD and TENANT prior to the execution of this lease are incorporated herein.

q. No Offer: TENANT'S delivery to a prospective landlord of this form of lease shall not be deemed an offer to lease even though such form be completed in every respect.

r. Captions: The captions in this lease are for convenience only and not a part of this lease, and do not in any way limit or amplify the terms and provisions of this lease.

s. Grammatical Usage: In construing this lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. Furthermore, the use of the neuter singular pronoun to refer to LANDLORD or TENANT shall

be deemed a proper reference even though LANDLORD or TENANT may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations.

t. Successors and Assigns: This lease agreement along with its covenants and conditions shall inure to the benefit of and be binding upon LANDLORD, and the heirs, personal representatives, successors and assigns (as the case may be) of LANDLORD, and shall bind the TENANT, its successors and assigns.

u. Entire Agreement: This lease contains all of the promises, agreements and conditions between the parties hereto, and any subsequent agreements between the parties altering the terms hereof must be reduced to writing and executed by both parties.

v. Counterparts: This lease has been executed in several counterparts; but the counterparts shall constitute but one and the same instrument.

w. Tax Benefits: LANDLORD and TENANT understand and acknowledge that certain credits, exemptions, refunds or abatements against tax obligations of TENANT and/or LANDLORD, whether with respect to property, sales, use, gross receipts, income, ad valorem, payroll, value added or other tax (collectively "Tax Benefits"), as well as incentive payments or credits directly or indirectly from governmental authorities ("Incentive Payments") may become available as a result of the construction, use, occupancy or conduct of TENANT'S business at the leased premises, or the decision of TENANT to establish and/or operate a business at the leased premises. The full amount of such Tax Benefits and Incentive Payments shall be the property of TENANT, and LANDLORD and TENANT agree to take such action as is necessary in order to cause all such Tax Benefits and Incentive Payments to accrue to TENANT'S account. In the event that any such Tax Benefit or Incentive Payment is paid to,

accrues to the benefit of or is otherwise received by LANDLORD, at TENANT'S option:

a. LANDLORD shall immediately account for and pay over the full amount of such Tax Benefit or Incentive Payment to TENANT; or

b. TENANT may offset the full amount of such Tax Benefits or Incentive Payment against all other amounts payable by TENANT to LANDLORD hereunder. LANDLORD shall take all actions necessary in order to ensure that the greatest Tax Benefits and Incentive Payments available under applicable law are received, and shall cooperate with and assist TENANT as reasonably requested by TENANT in order to enable TENANT to obtain any Tax Benefits or Incentive Payments directly available to TENANT.

x. Confidentiality Of Lease Terms And Sales Information:

LANDLORD agrees that any information provided to LANDLORD pertaining to TENANT'S gross sales shall remain confidential and shall not be divulged by LANDLORD without the prior written consent of TENANT.

y. Transfer Of LANDLORD'S Interest: No transfer or sale of LANDLORD'S interest hereunder shall be binding upon TENANT until TENANT has received a photocopy of the original instrument assigning or transferring LANDLORD'S interest in this lease. Such instrument shall evidence the fact that such assignee or transferee has assumed all of LANDLORD'S obligations hereunder and acquired sufficient title to the leased premises, including the shopping center if applicable, to enable it to perform such obligations; provided, however, this provision shall not be applicable to any such transfer as security for any loans made to LANDLORD.

z. Subordination to Mortgages: This lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "mortgage") which LANDLORD may place on the leased premises and TENANT shall cooperate by executing a Subordination, Non-Disturbance and Attornment Agreement in the form of Exhibit "B" attached hereto consisting of four (4) pages each of which have been initialed by LANDLORD and TENANT. Provided any mortgagee of LANDLORD agrees not to disturb TENANT'S rights hereunder pursuant to the terms of the Subordination, Non-Disturbance and Attornment Agreement, TENANT shall agree to subordinate to such mortgagee and attorn to such mortgagee (or such mortgagee's purchaser at a foreclosure sale) in accordance with the terms of the Subordination, Non-Disturbance and Attornment Agreement.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement in duplicate originals on the day and year first above written.

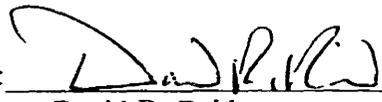
LANDLORD

VGR ASSOCIATES, LLC

By: 
Irving S. Bobrow
Manager

TENANT

ADVANCE STORES COMPANY,
INCORPORATED

By: 
David R. Reid
Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

Before me, a notary public, in and for said county, personally appeared the above named IRVING S. BOBROW, MANAGER of VNR ASSOCIATES, LLC, who acknowledged that he did sign the foregoing instrument and that the same is the free act of said limited liability company and the free act and deed of him personally and as such MANAGER. Whereof, I have hereunto signed my hand, and official seal this 18th day of NOVEMBER, 1999.

Michael DiSanto

MICHAEL DISANTO
Notary Public, State of New York
No. 01DI4634173
Qualified in Queens County
Commission Expires Jan 31, 2007

Notary Public

My Commission expires:

ACKNOWLEDGMENT

STATE OF VIRGINIA

CITY OF ROANOKE

Before me, a notary public, in and for said city, personally appeared the above named David R. Reid, Senior Vice President of Advance Stores Company, Incorporated., who acknowledged that he did sign the foregoing instrument and that the same is the free act of said corporation and the free act and deed of him personally and as such officer. Whereof, I have hereunto signed my hand, and official seal this 8th day of December, 1999.

James B. Ay
Notary Public

My Commission expires: 9-30-2000

FINAL
SITE PLAN

ADVANCE
AUTO PARTS

TAX MAP PARCEL #69-1-6, N.Y.S. HWY. 94 & TEMPLE HILL RD.
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK



KEY MAP

U.S.G.S. QUADRANGLE MAP
7.5 MINUTE SERIES
SCALE: 1"=2000'

APPLICANT:

ADVANCE AUTO PARTS, INC.

c/o PRIMAX CONSTRUCTION, INC.
750-A NW BROAD STREET
SOUTHERN PINES, N.C. 28387
PH: (910) 695-7350

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
OSP.1	OVERALL SITE PLAN
DP.1	DEMOLITION PLAN
SP.1	SITE PLAN
GD.1	GRADING & DRAINAGE PLAN
UP.1	UTILITY PLAN
SE.1	SOIL EROSION & SEDIMENT CONTROL PLAN
SE.2	EROSION & SEDIMENT CONTROL DETAILS
SD.1	SITE DETAILS
SD.2	SITE DETAILS

OWNER:

V.G.R. ASSOCIATES, L.L.C.
40 EAST 69th STREET
NEW YORK, NEW YORK 10021-0009
C/O IRVING S. BOBBROW, MANAGER

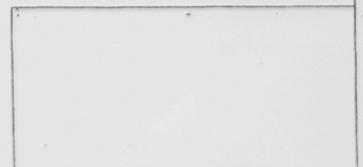


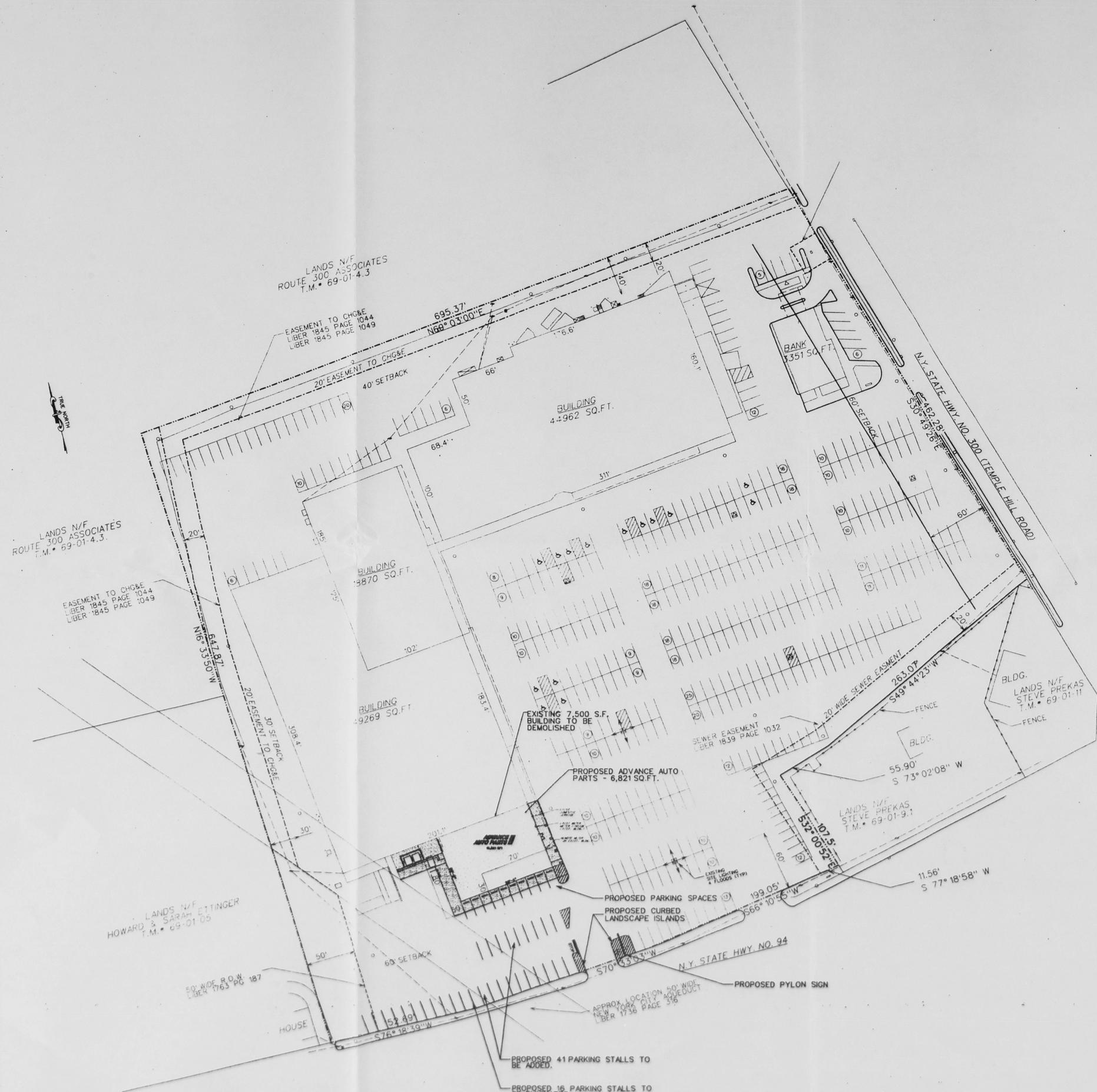
ENGINEERED BY:

ADLER
ENGINEERING, INC.

129 MARKET STREET • CAMDEN, NJ 08102
(856) 757-0070 • FAX (856) 757-4050

TOWN OF NEW WINDSOR'S
PLANNING BOARD STAMP OF APPROVAL





SITE DATA:
 APPLICANT: ADVANCE AUTO PARTS, INC.
 c/o PRIMAX CONSTRUCTION, INC.
 750-A NW BROAD STREET
 SOUTHERN PINES, N.C. 28387
 CONTACT: PARKER CANADY
 PH: (910) 695-7350
 OWNER: V.G.R. ASSOCIATES, L.L.C.
 40 EAST 69TH STREET
 NEW YORK, NY 10021-0009
 C/O IRVING S. BOBROW, MNGR
 SITE ADDRESS: RT. 94 & TEMPLE HILL RD.
 TOWN OF NEW WINDSOR
 ORANGE COUNTY, NY
 PARCEL NUMBER: *69-1-6
 ZONE: C - "DESIGN SHOPPING"
 TOTAL TRACT AREA: 10.711 AC. +/- (466,571.16 SF)

GENERAL NOTES:
 1.) THE INFORMATION USED TO CREATE THIS PLAN WAS OBTAINED FROM THE PLAN TITLED "ALTA SURVEY" COMPLETED BY EUSTANCE & HOROWITZ, P.C., (SIGNED BY LEWIS T. POWELL, P.L.S., N.Y. LIC. #47418) FOR VGR ASSOCIATES, DATED APRIL 1, 1993 AND REVISED SEPTEMBER 13, 1995.

ZONING REQUIREMENTS: (DESIGN SHOPPING)

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA:	40,000 S.F.	469,141.2 S.F.	NO CHANGE
MINIMUM LOT WIDTH (BLDG LINE):	200 FT.	475.43 FT.	NO CHANGE
YARD REQUIREMENTS:			
MINIMUM FRONT YARD SETBACK:	60 FT.	44.6 FT.*	NO CHANGE
MINIMUM SIDE YARD (ONE):	30 FT.	50.0 FT.	NO CHANGE
MINIMUM SIDE YARD (BOTH):	70 FT.	144.5 FT.	NO CHANGE
MINIMUM REAR YARD SETBACK:	30 FT.	38.9 FT.	NO CHANGE
MAXIMUM HEIGHT:	35 FT.	21.4 FT.	18.67 FT.
FLOOR AREA RATIO: **		0.264	0.263
* EXISTING CONDITION - VARIANCE NOT REQUIRED			
** FLOOR AREA RATIO BASED UPON FOLLOWING AREAS:			
- AREA OF ENTIRE PROPERTY = 469,141.2 S.F.			
- EXISTING BUILDING AREA (GROSS) = 123,952 S.F.			
- PROPOSED BUILDING AREA (GROSS) = 123,273 S.F.			

PARKING ANALYSIS:

EXISTING PARKING COUNT:
 TYPICAL 10' X 20' STALLS: 385
 HANDICAP STALLS: 14
 TOTAL STALLS: 399

EXISTING CONDITION ANALYSIS:

REQUIRED BY ORDINANCE	TOTAL AREA	REQUIRED	EXISTING	QUANTITY LESS THAN REQUIRED
5.5 STALLS PER 1000 S.F. "RETAIL"	120,601 S.F.	664	388	
1 STALL PER 300 S.F. "BANK"	3,351 S.F.	12	11	
4 STALLS PER BAY	5 BAYS	20	-	
	TOTAL	696	399*	287

PROPOSED CONDITION ANALYSIS:

REMAINING AFTER PROP. DEMOLITION:	TOTAL AREA	REQUIRED	PROPOSED	QUANTITY LESS THAN REQUIRED
5.5 STALLS PER 1000 S.F. "RETAIL"	113,101 S.F.	622	372**	
1 STALL PER 300 S.F. "BANK"	3,351 S.F.	12	11	
	SUBTOTAL	634	383**	
ADVANCE AUTO PARTS ALONE:				
5.5 STALLS PER 1,000 S.F. (GROSS)	6,821 S.F.	38	41	
	SUBTOTAL	38	41	
	TOTAL	672	424**	248

*-EXISTING CONDITIONS ARE NON-CONFORMING.
 **-THIS QUANTITY REFLECTS THE 16 PARKING STALLS LOST BY THE PROPOSED IMPROVEMENTS BEFORE THE CONSTRUCTION OF THE NEW STORE.
 ***-THIS QUANTITY REFLECTS THE EXISTING PARKING STALLS, LESS THE 16 LOST BY THE PROPOSED IMPROVEMENTS, PLUS THE NEW 41 STALLS PROPOSED BY ADVANCE AUTO PARTS.

PARKING ANALYSIS DESCRIPTION:
 AS INDICATED BY THE TABLE ABOVE, THE EXISTING SHOPPING CENTER FACILITY IS NON-CONFORMING IN THAT AN INSUFFICIENT QUANTITY OF PARKING STALLS IS CURRENTLY PROVIDED. THE PROPOSED CONDITION WILL ELIMINATE APPROXIMATELY 7,500 S.F. OF EXISTING RETAIL AND AUTO REPAIR SPACE AND ADD 3,085 S.F. OF RETAIL SALES SPACE AND 3,645 S.F. OF "WAREHOUSE" OR STORAGE SPACE. ADDITIONALLY, THE PROPOSED IMPROVEMENTS WILL DECREASE THE TOTAL REQUIRED NUMBER OF PARKING STALLS FOR THE ENTIRE SHOPPING COMPLEX FROM 696 STALLS TO 672 STALLS, A REQUIREMENT DECREASE OF 24 STALLS. THE PROPOSED CONDITIONS WILL ALSO INCREASE THE QUANTITY OF THE SHOPPING CENTER'S ONSITE PARKING BY 38 STALLS, THEREBY ADJUSTING THE TOTAL COUNT TO 424 STALLS. HOWEVER, THE PROPOSED QUANTITY OF STALLS IS STILL LESS THAN THAT REQUIRED BY ORDINANCE, THEREBY BEING NON-CONFORMING. BASED UPON DIRECTION OF THE TOWN ENGINEER, A VARIANCE FOR THIS REDUCTION OF NON-CONFORMANCE IS NOT REQUIRED.
 BASED UPON THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (DATED JULY 1993) AND THE PROPOSED OVERALL PARKING COUNT, A SUFFICIENT QUANTITY OF HANDICAP ACCESSIBLE PARKING STALLS CURRENTLY EXIST FOR THE BOTH EXISTING AND PROPOSED CONDITIONS. THEREFORE, NO ADDITIONAL HANDICAP PARKING SPACES ARE PROPOSED.

NO.	REVISIONS/SUBMISSIONS	DATE
1	REVISE PLANS PER CLIENT COMMENTS	2-9-00
2	SUBMITTED TO TOWN	2-29-00
3	REVISE PLANS PER TWP COMMENTS	4-14-00
4		
5		
6		

APPLICANT:
 ADVANCE AUTO PARTS, INC.
 c/o PRIMAX CONSTRUCTION, INC.
 750-A NW BROAD ST.
 SOUTHERN PINES, N.C. 28387
 CONTACT: PARKER CANADY
 PH: (910) 695-7350
 FX: (910) 695-7360

Advance Auto Parts

SITE:
 RT. 94 & TEMPLE HILL RD.
 TOWN OF NEW WINDSOR
 ORANGE COUNTY, NY

ADLER ENGINEERING, INC.
 129 MARKET STREET
 CARMEL, N.Y. 14102
 (516) 757-0010 FAX (516) 757-4050



PROJECT: 00013 DATE: 1-18-00
 DRAWN BY: R.A.H. DRAWING NO.
 CHECKED BY: T.S.J.
 SCALE: 1"=50'
OSP.1
 OVERALL SITE PLAN

TOWN OF NEW WINDSOR'S
 PLANNING BOARD STAMP OF APPROVAL