

ZB# 92-22

Carrols Corp.

65-2-12

- Prelim.

July 27, 1992.

Need:

- Copy of ^{city} ~~need~~. (lease fee)
- ① Title report
- ② Photos. City noty
- ③ Rendering of sign ~~here~~

Written Auth / Proxy ^{here}
 from Owner.

Fees: \$450. - rd. \$250.4 pa

→ Orange County

Planning Bd. ~~must~~
~~be~~ notified on 9/1/92.

Sharon Rind to call
 me on 9/15/92 to find
 out when next meeting
 scheduled -
 fill in date on
 notice

NO. 753 1/3

MADE IN U.S.A.

ESSELTE

Oxford®

Public Hearing: October 5, 1992
^{adj. to 10/26/92.}

Oct. 26, 1992 Granted - 152 sf.

Sign area

#92-22 - Carroll's Corp.
 B.K. Sign

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

GENERAL RECEIPT

12868

Received of Carroll Corporation September 4 1992
\$ 150.00

One Hundred Fifty and 00/100 DOLLARS

For Z.B. Application Fee 92-22

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CP# 14587</u>		<u>150.00</u>

By Pauline J. Townsend

Town Clerk

Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564



NO# 237 - Moccio, Michael



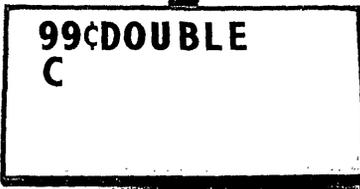
FUND	CODE	AMOUNT
14587		150.00

WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

By _____

Town Clerk

Title

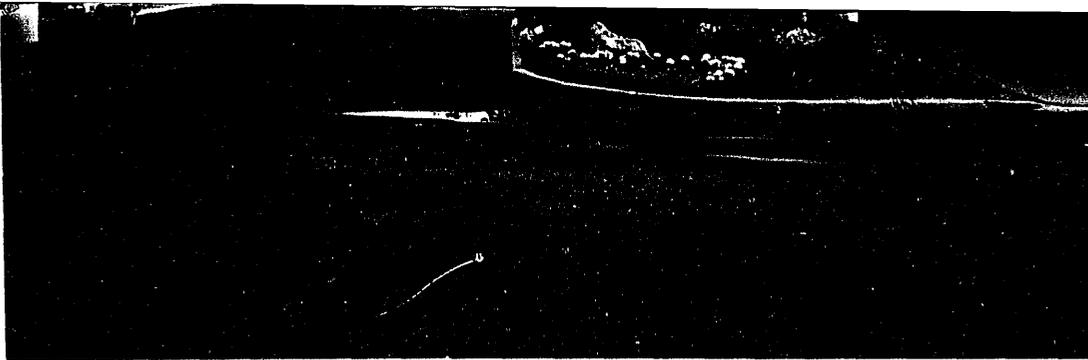


10# 237 - Moccia, M. c. h. n. l.





B.K. S.S. 80



B.K. Sign

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Carroll's Corp.

FILE # 92-22

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 150.00

* * * * *

pd. ck # 14587 9/2/92.

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00

pd. ck. # 14588.

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE *7/27/92 - 9 pages* \$ 40.50.
 2ND PRELIM. MEETING - PER PAGE \$ _____
 3RD PRELIM. MEETING - PER PAGE \$ _____
 PUBLIC HEARING - PER PAGE *10/5/92 - 13* \$ 58.50
add. 10/26/92 - 5 pages TOTAL \$ 99.00

22.50
121.50

ATTORNEY'S FEES:

PRELIM. MEETING - .1 HRS. *7/27/92* \$ _____
~~2ND PRELIM. PH~~ .3 HRS. *10/5/92* \$ _____
~~3RD PRELIM. PH~~ .1 HRS. *10/26/92* \$ _____
 FORMAL DECISION 2.3 HRS. \$ _____

TOTAL HRS. 2.8 @ \$ 150.00 PER HR. \$ 420.00
 TOTAL \$ 420.00

MISC. CHARGES:

_____ \$ 541.50
 TOTAL \$ 541.50

LESS ESCROW DEPOSIT \$ 250.00
 (ADDL. CHARGES DUE) \$ 291.50
 REFUND TO APPLICANT DUE \$ _____

NEW WINDSOR ZONING BOARD OF APPEALS (ZBA DISK#8A-103092.FD)
-----X

In the Matter of the Application of

CARROLS CORPORATION,

DECISION GRANTING
SIGN VARIANCE

#92-22.

-----X

WHEREAS, CARROLS CORPORATION, a corporation with offices located at 968 James Street, Syracuse, New York, has made application before the Zoning Board of Appeals for 152 s.f. sign area variance for a free-standing sign with attached reader board to be located upon premises based for the Burger King Restaurant on Route 32 in a C zone; and

WHEREAS, a public hearing was held on the 5th day of October, 1992, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York and was adjourned to, and continued on, the 26th day of October, 1992; and

WHEREAS, the applicant was represented at said public hearing by applicant's agent, Ms. Sharon Rud, of Carrols Corporation, who spoke in support of the application; and

WHEREAS, Ms. Rud presented a letter from Bila Partners, the record owner of the property, approving the sign which is the subject of this variance application; and

WHEREAS, the application was opposed by Ms. Joan A. Shedden of Central Academy of Beauty Culture who forwarded a letter of opposition dated October 5, 1992 which opposed the increase in sign size; and

WHEREAS, Mr. Fritz Kass, a general partner in the nearby New Windsor Mall, forwarded a letter in strong support of the application before the Board upon the grounds that clear signage would help the public and make them aware of specials and events; and

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

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The evidence shows that the applicant is seeking to vary the provisions of the bulk regulations pertaining to sign area in order to maintain its existing signage, except for the existing "Breakfast" sign which is to be removed, and to substitute in its place, a reader board marquee, which is somewhat larger in size, all of which said signage consists of 192 s.f. of free-standing signs.

3. Applicant's proposed sign area exceeds the bulk regulations for free-standing signs in the C zone by 152 s.f. and a variance for more than the allowable sign area is required in order to allow maintenance of the existing signage and construction of the new signage.

4. It was noted by this Board that the applicant received approval from the Town of New Windsor Planning Board in 1977 for 72 s.f. of signage which presumably complied with the then sign local law. Due to some ambiguity concerning changes in the applicant's signage during the intervening years, vis-a-vis the applicable maximum sign area bulk requirements, this applicant submits this application for a total of 192 s.f. of free-standing signage in the C zone where only 40 s.f. of free-standing signage is permitted. This generates the variance request of 152 s.f. However, it is the finding of this Board that, despite the sizeable variance request, probably all but 46 s.f. of the 192 s.f. was grandfathered under prior approval so only the additional 46 s.f. represents an increase in signage beyond what presently exists upon the site.

5. The evidence presented and the Board's familiarity with the area shows that Route 32, Windsor Highway, in Vails Gate at the site of the Burger King Restaurant is a well-traveled highway, and that motorists typically pass the subject site at from 35 to 40 m.p.h., depending upon traffic. In addition, the Burger King site is located near busy intersections with a high volume of traffic and many lane change and turning movements. The applicant's site is located within a shopping center of approximately 20 acres which uses the same entrances/exits as Burger King. The applicant has the only free-standing signage at this shopping plaza which avoids confusing signage near the road. All of these factors mark clear signage, which quickly identifies the location of area businesses, absolutely essential. The existing Burger King signage, which uses an easily recognized corporate logo accomplishes this purpose. The proposed reader board signage is a marketing tool which changes from day to day, and appraises the potential customer of the specials which are available, as well as serving as a vehicle to promote and benefit local schools, churches, fire companies, etc. which could be the subject of a "tie in" Burger King promotion. Such reader board signage appears to be a trend in the industry and constitutes a reasonable means of promoting the applicant's business.

6. This Board finds that the marginal increase in free-standing sign area of 46 s.f. is a reasonable increase in size which will not adversely impact the public health, safety and welfare.

7. The subject property is located in a commercial zone and all neighboring properties have signs to promote their businesses, including similar marquee-type signage, and many of said signs are larger than the 40 s.f. permitted in the C zone.

8. The evidence presented by the applicant further indicated, and the Board familiarity with the area further shown,

that clear, easily recognized signage is especially critical in this area of NYS Route 32 because of the heavy traffic, the many local businesses which cause much turning traffic and the proximity of nearby busy intersection, as well as the number of signs which compete for the attention of a motorist. It is the finding of this Board that the applicant's proposed signage will accomplish this purpose in a reasonable manner and will allow the applicant to market its products to the public without adversely affecting the public health, safety and welfare.

9. This Board cannot guess at the reasons why Ms. Shedden is opposed to an increase in sign size since none were articulated in her letter in opposition. However, it is the finding of this Board that the marginal increase of 46 s.f. is appropriate here.

10. The evidence presented further showed that the proposed signage will facilitate ready identification of the applicant's prospects, and of any special promotions, by passing motorists.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law 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. The premises are used for uses permitted in the C zone which is consistent with the character of the neighborhood. The proposed signage is consistent with the character of the neighborhood.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variances are substantial in relation to the bulk regulations for sign area. This Board has taken into consideration that the marginal increase in signage which results from approving this application is an additional 46 s.f. as well as the total of the applicant's signage packages. However, it is the conclusion of this Board that the granting of the requested substantial variances are warranted here because the proposed signage is a reasonable balancing of the applicant's need to identify and promote "specials" at its business on the site and the need to protect the health, safety and welfare of the public along a well traveled highway, near busy intersections, with many cars turning into and exiting from the adjacent shopping center and nearby businesses. It is the Board's conclusions that the free-standing sign for which the applicant seeks approval, although larger than the maximum allowed by the bulk regulations is reasonable since it is the only free-standing sign on this large shopping center property.

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 is partially self-created. Most of the signage at the site was previously approved by the Planning Board under the then-applicable bulk regulations. The difficulty the applicant faces in enlarging the signage is a self-created difficulty. However, the applicant is seeking to overcome this difficulty in the appropriate manner by submitting the instant application.

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

7. It is the further finding of this Board that the requested sign area variance is the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

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

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 152 s.f. sign area variance for a free-standing sign with reader board at the above location in a C zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

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

Dated: December 28, 1992.


Chairman

ZBA DISK#8a-103092.f.d)

TOWN OF NEW WINDSOR

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

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TO FRANCES BATH 389 MOORES HILL RD DR.
NEW WINDSOR NY 12553

DATE		CLAIMED	ALLOWED
9/26/92	Zoning Board Meeting	75 00	
	Misc. - 4		
	Denhoff - 1		
	Carrolls - 5	27.50	
	Windsor Enterprises - 2		
	De Palma - 5		
	Bevins - 1		
	Bittles - 1		
	Freeman - 9		
	Rose - 5		
	Jones - 12	198 00	
		273 00	

MATTERS TABLED FROM 10/5/92 MEETING - DECISIONS PENDING
OCPD REVIEW.

CARROLS CORP.

MR. FENWICK: Couple of matters that have been tabled from previous public hearings from the October 5th meeting. First item Carrols Corporation request for 152 square foot sign area variance.

Ms. Sharon Rud appeared before the board representing this proposal.

MS. RUD: I have a letter from Bila Partners, the owner of the property. I'd like just to bring to light a few items that I have thought about since our last meeting. I started my initial request for the variance back in August, that is when I went to the preliminary hearing, I believe it was the end of August. And at that time, I remember I had no indications that you are going to disapprove the sign or the marquee that I'd like to install. So, at that time, among so many things I had to file and the mailings I had to do and I did that I'd just like to outline the cost. I spent \$250 for retaining fee for lawyer, \$150 for the filing fee. I had to mail to 136 neighbors within the radius of the Burger King. That list cost me \$135. It cost \$38 just to do the mailings alone. So, just a total cost that I have put out just to erect this marquee will be \$568, not including, you know, the time. This is the third meeting that I have been to. My cost, my time just to do those mailings that took me a couple hours and I really sped through it and just back and forth submitting my paperwork at the Town Hall here. With all those mailings, I said there was 135, of them I only got one negative letter, someone down on the five corners that did disagree with me installing the marquee. I also got a positive letter from the New Windsor Mall that is right cross from the Burger King and then I have the letter I can read it from the owner of the property Shop Rite Bila Partners says Dear Sirs, please been advised that we approve the request for Burger King to alter the sign on Route 32 by removing the breakfast portion and installing 4 X 7 marquee. We'd appreciate cooperation in this matter. I took

some more pictures because I think there was a concern with what the sign would really look like. This would be pictures of existing marquee in one of my units, from the road, what it would look like from a car driving by. And here is the Vails Gate Burger King, there's the breakfast sign we're going to remove, that is where we'd install the marquee, looks like that. Underneath it, these are from right on the road. I took some pictures of some existing signage all on Route 32, real close to the Burger King, real similar marquees, here's one, there's one at Pepsi, Wendy's has a marquee. There's a marquee right across the street at the New Windsor Farms. This restaurant has a marquee and like I said, I'm going to be using the marquee as a marketing tool but also there's one point I didn't bring up last time. There's something we run called a cashola or adopt-a-school. We do it in coordination with schools. We specify time periods from 4 to 7 and all the proceeds, 20 percent of the proceeds from the sale like a typical four to five hour when we're marketing heavily could be \$500, let's say we do 20 percent of that goes to the school or churches or schools and churches are the most common ones. We have had a fire department. This would be in the Middletown unit that would be something that we'd use the marquee. It benefits community. We'd advertise the schools, we call adopt-a-school for some, let's say local elementary school in Vails Gate so those would be the two primary uses of the sign.

MR. FENWICK: I asked if in fact there was a smaller one. Did you check?

MS. RUD: You probably can get something custom made.

MR. FENWICK: In other words, this is apparently a Burger King product. Do they, did you check, they do not.

MS. RUD: No, like I said, I'm sure you can get anything custom made if you wanted to do that.

MR. FENWICK: Any other question from the members of the board?

MR. TANNER: Could you pass that around?

MR. FENWICK: At this time, the public hearing is still open. Anyone in the audience that would like to speak on this matter? I'm going to close the matter to the public at this time and open it back up to the members of the board.

MR. TORLEY: Did we ever get final information on whether the existing sign had received its variances?

MR. BABCOCK: We're taking care of that all at once right now.

MR. FENWICK: Did we get anything from the County?

MR. LUCIA: No response from the County. They were notified September 12 and they are well over 30 days so we now have jurisdiction to work on, vote on it. Any questions?

MR. NUGENT: That sign is 4 X 7, 56 square feet both sides right?

MS. RUDD: Yes.

MR. NUGENT: What's the size of the sign there now says breakfast, ballpark it?

MR. BABCOCK: It's 8 foot 2.

MR. FENWICK: Wide?

MR. BABCOCK: Yes.

MR. NUGENT: Foot and a half by 8 foot.

MR. FENWICK: So the new one is not going to be as wide.

MS. RUD: No, slightly what?

MR. NUGENT: Higher.

MR. BABCOCK: It's going to be 8 foot long, the new one

and it's going to be 4 foot.

MR. FENWICK: I thought it was 4 by 7.

MR. BABCOCK: No, 4 by 8.

MR. TORLEY: I would prefer if we come to vote on this tonight that we break this into two variance requests, one for the existing sign that I gather has not yet received a variance for as it is now and second one for the additional signage.

MR. FENWICK: I don't think we can. I don't think the total signage is, what the basis is, is that correct? I think we're acting on total signage, not two individual signs.

MR. LUCIA: We have the right to approve less than the applicant is asking for. My only comment would be if you are going to do the existing sign would that include the present breakfast sign?

MR. TORLEY: Yes, my point is if for one reason or another the board does not grant the variance, I don't want the applicant who has an existing sign to have a sign that is now officially illegal.

MR. LUCIA: Maybe the way of handling it is make the motion for the larger area. If that motion fails then make a second motion to include the area of the existing signage on there. Any other questions from the members of the board?

MR. NUGENT: I don't think we ought to take them both at the same time.

MR. FENWICK: That would be up to the person making the motion. Can I have a motion to grant the variance?

MR. NUGENT: I'll make the motion that we grant the sign variance.

MR. TANNER: I'll second it.

MR. FENWICK: Based on the 152 square foot as shown to

October 26, 1992

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us.

MR. NUGENT: As shown to us, right.

MR. TANNER: I'll second it.

MR. FENWICK: Roll call.

ROLL CALL

MR. TORLEY	NO
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

MR. FENWICK: There will be a formal decision written on this. I can't say when it will be ready but.

MS. RUD: Then I have to pick up a building permit?

MR. FENWICK: Yes.

Date 1/22/92, 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth 354 Masses Hill Rd DR.
..... New Windsor, N.Y. 12553

DATE		CLAIMED		ALLOWED
10/5/92	Zoning Board Meeting	75	00	
	Misc. - 4	18	00	
	Donora - 3 30.00	36	00	
	Ag. Inc - 13	58	50	
	Ind. - 16	72	00	
	Carrols - 13	58	50	
	Windsor Enterprises 13	58	50	
		376	50	

CARROLS CORP - PUBLIC HEARING

MR. FENWICK: Our next public hearing we have is Carrols Corporation request for 152 square area for Burger King located on Route 32 in C zone. Present is Sharon Rud.

MS. RUD: Correct.

MR. FENWICK: Tell us what you would like to do, this is for the record.

MS. RUD: Okay, what I would like to do, this is the existing sign. I have a three by three foot breakfast sign. I am going to remove that. It's a double face sign. This an existing sign that I have in one of the Newburgh Burger Kings. That's an interior lighted sign, four by eight. I'd like to install that right here underneath the Burger King sign. I'm going to be using this as a marketing tool. Real brief message, like an example, what's in the Newburgh store right now two hamburgers and two french fries for two dollars, something like. 99 cent double cheeseburger, something real brief. I believe this sign should fit into the character of the area. An example would be those yellow road signs that are in front of numerous businesses, this is something that, it's Burger King improved. We are spending a lot of money to put this in. We have it in a number of stores, it's a very attractive sign.

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MR. LUCIA: One thing you might speak to your variance request here is I believe for 152 square feet which seems like a large number. Could you tell us how much of that is presently existing? How much new are you asking for as part of this?

MS. RUD: How much new?

MR. LUCIA: Yes.

MS. RUD: This would be a four by eight sign. So that would be 32 square feet. But I am removing nine square feet.

MR. LUCIA: The difference then is 24 square feet increase over existing signage?

MS. RUD: Correct.

MR. TORLEY: Double sided?

MS. RUD: This is double sided, too.

MR. FENWICK: You're showing that's nine feet per side. Eighteen feet. Your new one --

MS. RUD: It's a four by eight feet.

MR. BABCOCK: 64. As the board may remember we did the denial based on the new sign and we felt that since there was no evidence of that sign ever being approved that we get a variance on the complete sign. That is why the numbers changed and enlarged.

MR. LUCIA: The impact of your present application is a net of 46 square feet increase over the signage the board sees there today, is that correct?

MS. RUD: Correct.

MR. FENWICK: Any questions of members of the board?

MR. FENWICK: Before we open it up to the public I have a couple of letters here in reference to this. This is addressed to the Zoning Board of Appeals, dear sirs, although I am not able to attend the hearing on October 5, 1992 regarding appeal number 22 from Carrols Corporation I would like to state that I am opposed to increased sized sign they are requesting. Thank you for your time and consideration, signed Joan Shedden from the Central Academy of Beauty Culture. The next one is addressed to me, it's in reference to this Burger King appeal number 22. Good Evening Mr. Chairman, I am unable to attend your meeting in person due to a conflicting extended meeting of the Orange Commission. I would appreciate your entering my strong support for

granting an oversized sign to Carrols Corporation in the matter of appeal number 22. It would be a great help to the public to have a large clear sign for Burger King. It would also be most helpful to everyone to have a Burger King reader board, so we are aware of their money saving specials and events. There are no homes in the area and no one will be disturbed. There are 22 stores and offices in the New Windsor Mall. New Windsor Mall, which I am general partner, is located across Windsor Highway facing Big V Plaza. We, the merchants of New Windsor Mall, enjoy having Burger King, an outstanding business and neighbor in our shopping area. Burger King's draw of hungry citizens to the district helps us all. If a large sign would help Carrols Corporation we encourage you to grant their variance. That's signed Fritz Kass

MR. LUCIA: Looking over the application I think your variance request proposal was based on that original 24 square foot increase for I guess one side. We've changed those numbers on those. Maybe if I could just get you to amend this. I think the amount required is 192 square feet. I gave you that wrong, required is 40 square feet. Your proposal 192 square feet. That makes your variance request 152 square feet.

Just a couple of issues I'd like you to speak to in regard to the specifics of area variance applications. Do you feel that what you're proposing will produce an undesirable change in the character of the neighborhood or detriment to nearby properties if this variance is granted?

MS. RUD: No.

MR. LUCIA: Is the benefit sought by you in connection with this variance and application achievable by some other method other than area variance?

MS. RUD: Just the one that I mentioned. The road sign, the yellow road signs.

MR. LUCIA: For fixed signs this is really the

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only way to get a variance for it?

MS. RUD: Yes.

MR. LUCIA: Is the variance request substantial in terms of numbers?

MS. RUD: Yes, that's correct.

MR. LUCIA: The gross numbers are, I agree with you, but the increase I think we said was over present signage was an increase of --

MR. BABCOCK: 24 square feet, what they are allowed.

MR. LUCIA: Will the produced variance have an adverse effect or impact on physical or environmental conditions of the neighborhood?

MS. RUD: No.

MR. LUCIA: It's a commercial area?

MS. RUD: Yes.

MR. LUCIA: Your neighbors all have signs, to your knowledge?

MS. RUD: Correct.

MR. LUCIA: Did you create this difficulty yourself?

MS. RUD: No.

MR. LUCIA: Thank you.

MS. RUD: When will you be voting on it?

MR. LUCIA: That was the next thing. The board cannot vote tonight, a referral to the Orange County Department of Planning and Development was required on this because property fronts on Route 32. They were notified by this Board on September 12th of 1992. We do not yet have a response from them. So, we must allow 30 days to elapse before

voting unless we get a response prior to that time. So I think we're going to have to adjourn this for a vote over the next public hearing. We certainly can --

MR. FENWICK: Just, I can remember awhile ago voting on contingent on approval, is that proper?

MR. LUCIA: It's really not proper because we, it's a jurisdictional issue. This board has no power to vote. Either we get a response from them or 30 days has elapsed.

MR. TORLEY: I make a request for the other board members consideration, that when we come to a vote on this, after we allow the 30 days to send us the post card, that we break it up into two, one an approval for to legalize the existing sign and the second one for the change in the sign area.

MR. FENWICK: I thought we were requesting a total?

MR. TORLEY: I know he is doing the whole thing in one package. I am not -- I'm still somewhat leery about the text sign. The existing sign is the Burger King sign.

MR. FENWICK: They are talking about total signage on a free standing sign. I don't know how that would be broken off. Either you're going to allow them a certain amount or an additional amount to that. In other words, the sign there now is not legal.

MR. TORLEY: If an applicant comes in and asks for a 30 foot variance, we can grant him a 20 foot variance, can we not?

MR. LUCIA: That's correct.

MR. BABCOCK: It would be over the whole thing.

MR. TANNER: I think what Richard is saying it's one side. So you can't really treat it as two signs.

MR. TORLEY: Hypothetically speaking if this application was turned down, I mean the applicant is stuck with officially an illegal sign.

MR. LUCIA: Do you have a specific concern you want the board to address? Do you think the applicant could get by with a smaller area sign or --

MR. TORLEY: We have a sign ordinance. Sooner or later we ought to come close. We have already a large sign for Burger King. Now we are almost going to double that area to put up an advertising sequence. I'm not convinced that's something we should be doing. I'm willing to think about it, be convinced by someone else. It's a big sign now. We are going to double the area in putting up a temporary logo, advertising verbiage.

MR. NUGENT: I don't think it's temporary.

MR. TORLEY: The words would be changed with time.

MR. TANNER: I don't have a problem with changing the wordage. I do feel the sign is pretty large, even if proportion to the sign that's that, to the existing Burger King sign.

MR. TORLEY: Legalize the Burger King sign, I am not convinced we should be expanding it.

MS. RUD: There aren't any existing signs in the whole plaza right on the road front. We would be the only one.

MR. TORLEY: The Burger King sign as it sits, which is a well put sign by itself, much larger than the approved sign areas by code.

MS. RUD: How were they able to erect it before?

MR. FENWICK: It was put up illegal.

MR. NUGENT: What size is that Burger King sign, do you know?

MR. FENWICK: This sketch I sent over to you has

it here.

MS. RUD: 64 square feet.

MR. FENWICK: Eight by eight.

MR. NUGENT: Each side?

MR. FENWICK: Each side, 64 square feet.

MR. TANNER: You're doing half of that again below it.

MR. TORLEY: It's a lot.

MR. NUGENT: I have to ask a real stupid question, can that sign be bought in half that size sign? That's a four by eight. Can it be two by eight sign?

MS. RUD: Not to my knowledge it can't. This would be like I said, Burger King has standards. This is the standard from our sign.

MR. TANNER: I have seen them smaller.

MS. RUD: On Burger King?

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MR. TANNER: But they make that type of sign smaller type. Can't get as many letters on it, that's all.

MR. NUGENT: The other thing that concerned me, Richard, when I read that, I think it was that one, nine feet to the bottom, is that going to be a sight problem? I believe that sits quite near the road.

MR. TANNER: No, it's quite far back.

MR. FENWICK: I'd rather see nine feet than the one we had four foot four. You get trucks with the big high axles, four foot four is going to shut down anything, the tractor trailer, that's right in their windshield. What about height here, Mike, we are talking seventeen, 21 feet?

MR. BABCOCK: Well, like I said when we started this process we didn't include the Burger King sign. We only included the 32 square foot that was being added. Then at the board's request at the preliminary that the entire sign be put in there. At that point in time nothing was said about the height. It was an existing sign.

MR. TORLEY: How tall is it?

MR. FENWICK: It's 21 feet. We are not addressing that, I'm not concerned with that. It's not cited by Mike, I'm not concerned with it. We are in a public hearing here. I mean we are bringing up things that probably should have been brought up at the preliminary.

MR. LUCIA: Some of them have been grandfathered. If I recall the old Carrols used to have a logo that actually ran on the roof. Probably that was as high if not higher than what they replaced it with. That goes back quite a few years.

MS. RUD: In '77.

MR. LUCIA: So it could be some of those issues just got grandfathered over the years.

MS. RUD: Right, I, why would you be penalizing me for something like that? I mean like I am doing it legally like you're asking me.

MR. TORLEY: I am concerned about the additional sign space with the letter board. But I'm trying to avoid penalizing you if you turn that, if the board rejected that variance. Right now you are left with an officially notified illegal sign, I am trying to avoid that.

MS. RUD: Didn't he just say it was grandfathered?

MR. LUCIA: Possibly some of your signage, but unfortunately without some kind of records, it's difficult to say how much is grandfathered. That was the reason we come in, suggested you apply for the whole thing. The issue I was trying to present to the board is you really are applying

for a difference in signage by adding something now. That's what I think Mr. Torley is focusing on, whether or not that additional signage you're now seeking really tips the balance over into too much signage, so that is the issue.

MS. RUD: Why didn't you object at the preliminary?

MR. TORLEY: I wasn't here.

MS. RUD: I have invested a lot of money in this already. I had to mail 130 some neighbors and I had to pay --

MR. FENWICK: Let's get back into some, to go back to the preliminary. Something was asked about Frank to check into this. It said that they believed there was a variance already for the sign.

MR. BABCOCK: Well --

MR. FENWICK: That's what I have here in the minutes.

MR. BABCOCK: I don't have it in the file. That's what I stated at the preliminary. We have a permit for the renovations from Carrols to Burger King.

MR. FENWICK: Larry, you were here.

MR. TORLEY: I was? I don't remember, I apologize. When was that?

MR. FENWICK: July 27th. You asked some questions. None of them was in reference to the size. I will hand this over to you. The problem that you addressed was if this was the same piece of property as Big V. It turned out that it wasn't.

MR. LUCIA: It is. It's owned by Rosenberg.

MR. FENWICK: It's a separate parcel?

MR. LUCIA: I don't think it's a separate tax parcel, is it?

MR. BABCOCK: No.

MR. FENWICK: The tax map I thought it came up to be a separate parcel.

MR. LUCIA: I don't believe so. I think it's part of that 20 acre piece.

MR. BABCOCK: There is a separate parcel on the other side of the stream. It is the only free standing sign.

MR. FENWICK: Maybe that was it.

MR. BABCOCK: Possibly that was addressed, it was the only free standing sign along that whole strip there.

MR. TANNER: We did talk about that.

MR. FENWICK: We do have lot lines here as a parcel of property.

MR. LUCIA: I think the survey probably was just done by Burger King. This probably is the area that they lease. I don't think that reflects the tax map. We must have a copy of the tax map.

MR. BABCOCK: I can get it, it's right next door.

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MR. FENWICK: It is all part of that parcel.

MR. TORLEY: We have to adjourn this public hearing anyway because of hearing from the county. I am concerned still about the size of that extra piece of sign. That makes it awfully large. I know it's part of the company standard size. You're sure that there is not one that's half that size, more closely to the area of the sign you're taking down?

MS. RUD: I guess I can't say for sure right at the moment. But it's the same sign I just got an area variance in the Town of Newburgh.

MR. FENWICK: I'm going, there didn't seem to be much of a concern then. I don't like to see the applicant come in here with some kind of a false idea that if you're going to get shot at --

MR. TANNER: I don't know if we had photographs at that point.

MS. RUD: Yes, you had photographs.

MR. TANNER: Of the new sign?

MR. FENWICK: Not of the new sign.

MS. RUD: Not a picture of that, a picture of, photographs of the sign.

MR. FENWICK: We had the pictures.

MR. TORLEY: Of the existing sign?

MR. TANNER: But not with the piece, not with the Town of Newburgh sign.

MR. BABCOCK: She had existing and proposed. We had this.

MR. TANNER: When you see it in the photographs it looks considerably.

MS. RUD: This is a closer picture. I guess I should have taken one further away. That's true, you never gave me any indication at the Preliminary. I feel I invested quite of bit of money in this right now.

MR. LUCIA: Thank you for providing a copy of your lease. I notice in just quickly skimming that apparently the lessor, that's the owner of the property, reserves the right to make all applications and institute all applications for rezoning, variances, etc.. I see no problem with your submitting the application but maybe by the time the next public hearing could you bring us a letter from the owner just authorizing you to proceed with this variance?

MS. RUD: From Mr. Rosenberg or Carrols?

MR. LUCIA: Plaza properties as the owners, co-partnership. I think Mr. Rosenberg was at least one of the co-partners. Anyone who is a principal in whoever is the record owner of the property at the moment. I think Mr. Rosenberg is the individual. Anyway, you can check that with their office in Florida, I'm sure. They have done it before.

MR. FENWICK: Whoever you are paying the rent to.

MS. RUD: Rosenberg, yes. You wouldn't be voting until the next meeting?

MR. LUCIA: We have no power legally to vote.

MS. RUD: I am wondering if they told you next week you can vote --

MR. LUCIA: The next meeting would be the last Monday in October, the 26th is it?

MR. FENWICK: This is a special meeting by the way. This is not our normal meeting night. We were winding up with backing up so many meetings because the last couple of weeks ago there wasn't one. There isn't going to be one next week which would be our normal one.

MR. LUCIA: Motion to adjourn to October 26 would be more --

MR. TANNER: So moved.

MR. NUGENT: Second.

MS. RUD: Just at that time you'll vote?

MR. LUCIA: The public hearing is open for all purposes. We haven't opened it up to the public. If anybody from the public shows up that day they are entitled to speak. Also, as you are, also.

MR. FENWICK: In fact at this time I'll open it up

October 5, 1992

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to the public. Is there anyone here in the public who wishes to comment on the Carrols situation? I will leave, can we have a motion? Do we have a second?

MR. NUGENT: Yes.

ROLL CALL

MR. TORLEY	Aye
MR. NUGENT	Aye
MR. TANNER	Aye
MR. FENWICK	Aye

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

Prelim.
7/27/92 -
7:30pm

DATE: 7-1-92

APPLICANT: SHIMON RUD - CAROLS CORP
80 RT 17-K
Newburgh NY 12550

92-22

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 6-28-92
FOR (BUILDING PERMIT) _____

LOCATED AT RT 32 Shop RITE PLAZA
ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 65 BLOCK: 2 LOT: 12
Burger King RESTAURANT

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Sign Exceeds
Original B.P. & Site Approval Size By 24' sqft
Original Approval Date FEB 9, 1977

Grant Lisi
BUILDING INSPECTOR

<u>PERMITTED</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u> USE _____	<u>REVISED</u> <u>7-27-92</u> <u>(MB)</u>	
SIGN _____	<u>192 SQFT</u>	<u>40 SQFT</u> <u>152 SQFT</u>
FREE STANDING _____	<u>72 SQFT</u>	<u>96 SQFT</u> <u>24 SQFT</u>
HEIGHT _____	_____	<u>0</u>
WALL SIGNS _____	_____	_____
TOTAL ALL SIGNS _____	_____	_____

Newburgh NY 12550

92-21

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 6-28-92
FOR (BUILDING PERMIT) _____

LOCATED AT RT 32 Shop RITE PLAZA
ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 65 BLOCK: 2 LOT: 12
BURGER KING RESTAURANT

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Sign Exceeds
ORIGINAL B.P. & SITE APPROVAL SIZE BY 24' SQ FT
ORIGINAL APPROVAL DATE FEB 9, 1977

Grant Lisi
BUILDING INSPECTOR

<u>PERMITTED</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u> USE _____	<u>REVISED</u> <u>7-27-92</u> <u>(MB)</u>	
SIGN <u>192 SQ FT</u>	<u>40 SQ FT</u>	<u>152 SQ FT</u>
FREE STANDING <u>72 SQ FT</u>	<u>96 SQ FT</u>	<u>24 SQ FT</u>
HEIGHT _____	_____	<u>0</u>
WALL SIGNS _____	_____	_____
TOTAL ALL SIGNS _____	_____	_____

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
_____ TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

914) 563-4630
CC: Z.B.A., APPLICANT, B.P. FILE

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

For Sign Permit

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises CARROLLS Corporation
 Address 80 Rt 17K Newburgh NY Phone 564-8266 "SHARK BUILD"
 Name of Architect _____
 Address _____ Phone _____
 Name of Contractor Lewis Sign Co
 Address 32 Lime Kiln Rd Statell Hill Phone 355-2651
 State whether applicant is owner, lessee, agent, architect, engineer or builder Builder
 If applicant is a corporation, signature of duly authorized officer.

Thomas Lewis (owner)

 (Name and title of corporate officer)

1. On what street is property located? On the Rt 32 BIG PLAZA side of we want to add to Burger King
West side of Rt 32 (N.S.E. or W.) SIGN
 and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Yes _____ No _____

3. Tax Map description of property: Section 65 Block 2 Lot 12

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 a. Existing use and occupancy Restaurant b. Intended use and occupancy Sign

5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
 Removal _____ Demolition _____ Other SIGN

6. Size of lot: Front Rear _____ Depth _____ Front Yard _____ Rear Yard _____ Side Yard _____

Is this a corner lot? _____

7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____

8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____

9. Number of bedrooms _____ Baths _____ Toilets _____

10. Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____

11. If Garage, number of cars _____

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

13. Estimated cost _____ Fee \$ 30 (to be paid on this application)

14. School District _____

REDESIGN PERMIT

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
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Name of Owner of Premises CARROLLS CORPORATION
 Address 80 Rt 17K Newburgh NY Phone 564-8266 "SHARK BUILD"
 Name of Architect _____
 Address _____ Phone _____
 Name of Contractor Lewis Sign Co
 Address 32 Lime Kiln Rd Statell Hill Phone 355-2651
 State whether applicant is owner, lessee, agent, architect, engineer or builder Builder
 If applicant is a corporation, signature of duly authorized officer.

(Maurice Lewis (owner))
 (Name and title of corporate officer)

1. On what street is property located? On the Rt 32 BIG V PLAZA side of we want to add to Burger King
West side of Rt 32 (N.S.E. or W.) SIGN
 and _____ feet from the intersection of _____
 2. Zone or use district in which premises are situated _____ Is property a flood zone? Yes _____ No _____
 3. Tax Map description of property: Section 65 Block 2 Lot 12
 4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 a. Existing use and occupancy Restaurant b. Intended use and occupancy sign change
 5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
 Removal _____ Demolition _____ Other ✓ SIGN
 6. Size of lot: Front Rear _____ Depth _____ Front Yard _____ Rear Yard _____ Side Yard _____
 Is this a corner lot? _____
 Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
 If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
 Number of bedrooms _____ Baths _____ Toilets _____
 Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
 If Garage, number of cars _____
 If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

Estimated cost _____ Fee \$ 50
 (to be paid on this application)

School District _____

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

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

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

Office Of Building Inspector
 Michael L. Babcock
 Town Hall, 555 Union Avenue
 New Windsor, New York 12550
 Telephone 865-8807 363-4618

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

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

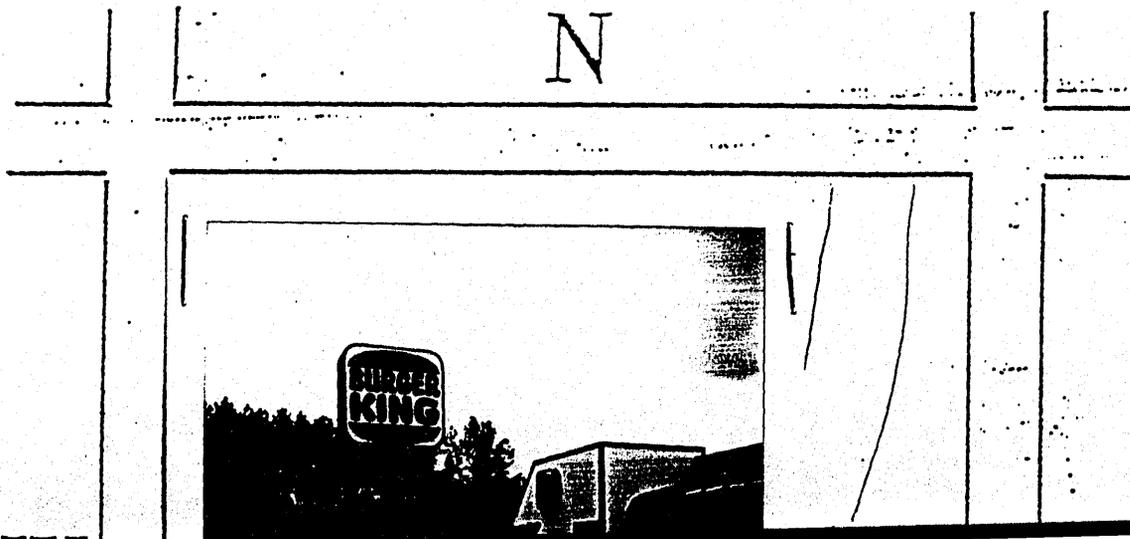
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout 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.

Chris Lewis is owner Lewis Sign Co 328 1/2 miles below Red State Hall NY
 (Signature of Applicant) (Address of Applicant)

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.



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

APPLICATION FOR BUILDING PERMIT
Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

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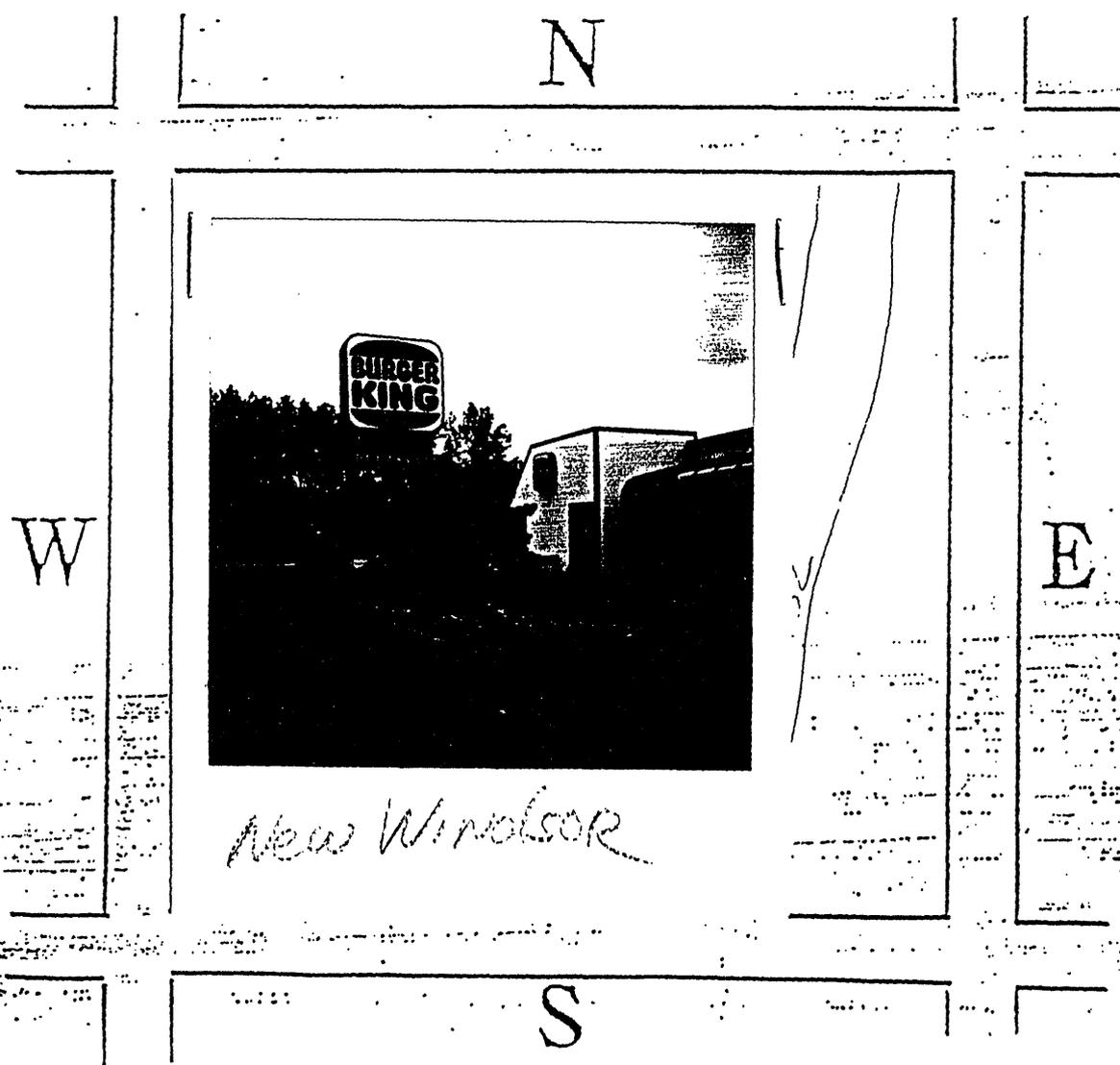
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William Lewis
(Signature of Applicant)

owner Lewis Sign Co 32 B. 9th St. Rd. State Hill NY
(Address of Applicant)

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.



SECTION 79

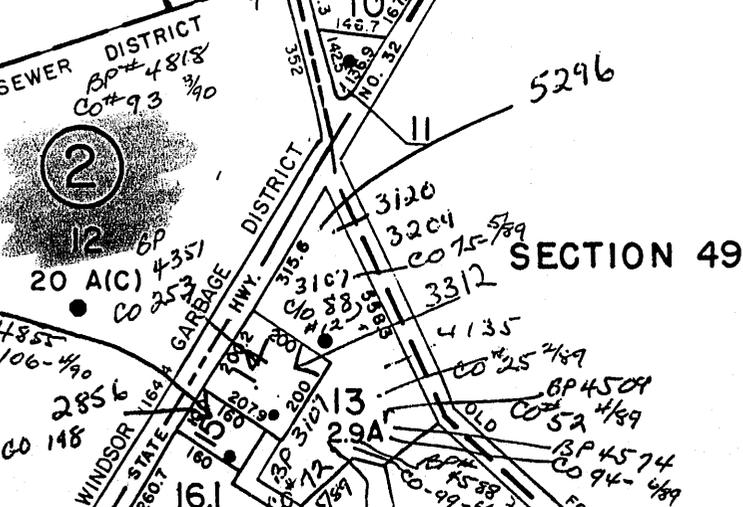
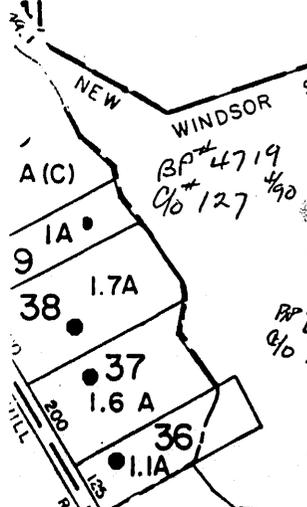
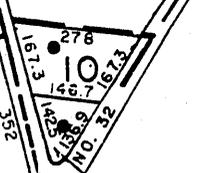
SECTION 82

SECTION 35

RAIL CO. P.
ROUSE EITC RD.
1451
90
3
4A
5
CONSOLIDATED
DISTRICT

SEE SECTION 71

1" = 100'



5296

BILA PARTNERS

158 N. Main Street

Florida, N.Y. 10921

Tel. (914) 651-7973

R&F - 10/26/92.

October 19, 1992

Town of New Windsor Zoning Board
555 Union Avenue
Newburgh, NY 12550

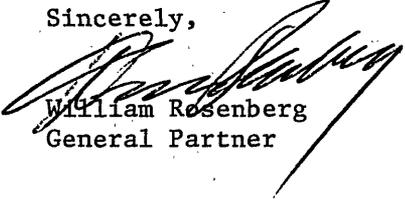
Re: Burger King Sign
Rt. 32
Vails Gate, NY

Dear Sirs:

Please be advised that we approve the request from our tenant, Burger King, to alter their sign on Rt. 32 by removing the "breakfast portion" and installing a 4' x 7' marquee.

We would appreciate your cooperation in this matter.

Sincerely,


William Rosenberg
General Partner

/dh

AMENDMENT TO LEASE

THIS INSTRUMENT, made this 7th day of October, 1977, by and between PLAZA PROPERTIES, a co-partnership, (hereafter Lessor), a New York corporation, having a principal place of business at 176 North Main Street, Florida, New York, and CARROLS DEVELOPMENT CORPORATION, (hereafter Lessee), a Delaware corporation, having a principal place of business at 968 James Street, Syracuse, New York.

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into a lease agreement, dated November 25, 1966, and an amendment to lease dated April 7, 1977, for premises described in the attached Exhibit "A".

WHEREAS, by this instrument, Lessor and Lessee desire to amend the aforesaid lease agreement of November 25, 1966, as amended by instrument dated April 7, 1977,

NOW THEREFORE, the lease agreement between Lessor and Lessee dated November 25, 1966, as amended on April 7, 1977, with respect to the premises described in the annexed Exhibit "A" is amended as follows:

1. Lessor has completed alterations and remodeling of the building located on the premises in accordance with the provisions of the amendment to lease dated April 7, 1977, and Lessor has performed on the premises, certain work in addition

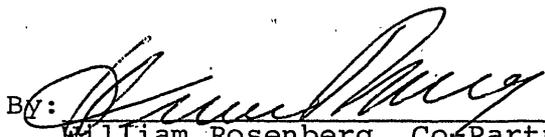
to the work required to be performed under the aforesaid amendment to lease of April 7, 1977.

2. Commencing October 1, 1977, the minimum annual rental shall be the sum of FORTY-FOUR THOUSAND NINE HUNDRED FORTY-FIVE AND 00/100 (\$44,945.00) DOLLARS, which shall be payable in equal monthly installments of THREE THOUSAND SEVEN HUNDRED FORTY-FIVE AND 42/100 (\$3,745.42) DOLLARS each, on the first day of each and every month, in advance. In addition to the minimum annual rental stated herein, Lessee shall pay added percentage rent equal to six (6%) percent of the annual "gross sales" (as defined in the Amendment to Lease dated April 7, 1977), in excess of SEVEN HUNDRED FORTY-NINE THOUSAND EIGHTY-THREE AND 33/100 (\$749,083.33) DOLLARS.

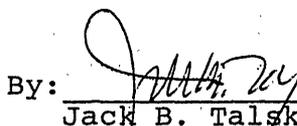
Except as specifically stated by the provisions of this amendment, the lease agreement dated November 25, 1966, and the amendment to lease dated April 7, 1977, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

PLAZA PROPERTIES, Lessor

By: 
William Rosenberg, Co-Partner

CARROLS DEVELOPMENT CORPORATION, Lessee

By: 
Jack B. Talsky, Vice President

LESSOR

STATE OF NEW YORK)
) ss:
COUNTY OF ORANGE)

On this 21st day of October, 1977, before me personally came William Rosenberg, to me known to be the person who executed the foregoing instrument, and who, being by me duly sworn, did depose and say that he is a member of the firm of PLAZA PROPERTIES, a co-partnership, and that he executed the foregoing instrument in the firm name of PLAZA PROPERTIES, and that he had the authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Daisy Moyer
NOTARY PUBLIC

DAISYE HOYER
NOTARY PUBLIC-STATE OF NEW YORK
APPOINTED IN ORANGE COUNTY
COMMISSION EXPIRES MARCH 30, 1978

LESSEE

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this 7th day of October, 1977, before me personally came Jack B. Talsky, to me known, who being by me duly sworn, did depose and say that he resides in Dewitt, New York, that he is the Vice President of CARROLS DEVELOPMENT CORPORATION, the corporation described in and which executed the foregoing instrument, as Lessee; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Karen B Woods
NOTARY PUBLIC

KAREN B. WOODS
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4607059
My Commission Expires March 30, 1979

BK# 2146 - Vailsgate, NY

PARCEL I

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the State of New York, County of Orange, Town of New Windsor, and more particularly bounded and described as follows:

BEING a lot containing 150' in width, abutting New York State Highway Route No. 32 and 200' in depth and being a portion of the premises described in a deed dated November 14, 1960, and recorded November 15, 1960, in the Office of the Clerk of the County of Orange in Liber 1573 of Deeds at Page 564,

PARCEL II

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the State of New York, County of Orange, and Town of New Windsor, and more particularly bounded and described as follows:

BEING a lot containing 150' width, abutting New York State Highway Route No. 32 and 200' in depth and being a portion of the premises described in a deed dated November 14, 1960 and recorded November 15, 1960, in the Office of the Clerk of the County of Orange in Liber 1573 of Deeds at Page 564, together with the building thereon.

EXHIBIT "A"

313
4/16

65-2-12

fully
executed
lease

CARROLS NEW YORK DEVELOPMENT CORP.

PRIME LEASE

BIG V PROPERTIES, INC.

LESSOR

Big V Shopping Center - Westerly Side Route 32, Town of

New Windsor - County of Orange - State of New York
LOCATION OF PREMISES

LEASE OF LAND WITH BUILDING TO BE ERECTED BY THE LANDLORD

THIS LEASE made this ~~25~~²th day of ~~November~~^{November} 19 ~~66~~⁶⁶ by and between
BIG V PROPERTIES, INC., a New York Corporation,

of 176 North Main Street, Florida, New York,
hereinafter referred to as LESSOR; and CARROLS NEW YORK DEVELOPMENT CORP., a
New York Corporation, of 710 Kirkpatrick Street, Syracuse, New York, hereinafter referred
to as LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rent herein reserved and the covenants and
agreements herein expressed, has leased and by these presents does lease, and the LESSEE
has hired and by these presents does hire, all that certain plot, piece or parcel of land
situate, lying and being in the State of ~~New York~~^{New York} County of ~~Orange~~
~~City~~^{Town} of ~~New Windsor~~

and more particularly bounded and described as follows: Being a lot containing
150' in width, abutting New York State Highway Route No. 32 and
200' in depth and being a portion of the premises described in a
deed dated November 14, 1960 and recorded November 15, 1960 in the
Office of the Clerk of the County of Orange in Liber 1573 of Deeds
at Page 564, together with the building to be constructed thereon
as hereinafter provided,

said premises as shown on survey attached to this lease; together with all appurtenances
thereto and all rights, title and interest of the LESSOR in and to all roads, streets, lanes,
whether public or private, bounding said premises and to be occupied by the LESSEE

TERM AND USE

TO HAVE AND TO HOLD the said demised premises unto the LESSEE, its successors
and assigns, for and during the term of ~~twenty~~⁷ (~~20~~²⁰) years,
to commence on the ~~1st~~^{1st} day of ~~September~~^{June} ~~7~~⁷ 19 ~~66~~⁶⁶, and to end on the
31st ~~30th~~^{30th} day of ~~September~~^{May} 19 ~~84~~⁸⁴, subject to the rents, terms and conditions
herein contained; with the right and option to the LESSEE to renew and extend this lease for
an additional term of years, as herein provided; to be used and occupied for the processing,
handling, dispensing, storage, selling and distributing of food in various forms, ~~as well as~~^{prepared}
customarily operated by Carrols, ~~and any other business or connection therewith or in addition thereto.~~
~~other business and any other business or connection therewith or in addition thereto.~~

RENT

LEASE OF LAND WITH BUILDING TO BE ERECTED BY THE LANDLORD

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thereto and all rights, title and interest of the LESSOR in and to all roads, streets, lanes,
whether public or private, bounding said premises and to be occupied by the LESSEE

TERM AND USE

TO HAVE AND TO HOLD the said demised premises unto the LESSEE, its successors
and assigns, for and during the term of twenty (20) years,
to commence on the 1st day of ~~October~~ ^{June} 7 19 67, and to end on the
31st ~~30th~~ day of ~~September~~ ^{May} 19 87, subject to the rents, terms and conditions
herein contained; with the right and option to the LESSEE to renew and extend this lease for
an additional term of years, as herein provided; to be used and occupied for the processing,
handling, dispensing, storage, selling and distributing of ^{prepared} food in various forms, ^{as}
customarily operated by Carrols, ~~and any other business in connection therewith or in addition thereto.~~

RENT

1. The rent for the demised premises, including the building to be erected thereon,
shall be the sum of TEN thousand FIVE Hundred + FIFTY TWO 12 Cents
(~~\$ 9,500.00~~) Dollars per annum, payable in equal monthly installments on the
910,552.12

LEASE
INITIAL

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15th day of each and every month and which shall be due and payable as provided in Paragraph "6" hereof.

CONSTRUCTION

2. LESSOR agrees to construct at his sole cost and expense, a building in accordance with the general plans, specifications and plot plan supplied by LESSEE and approved by both LESSOR and LESSEE in writing, which plans, specifications and plot plan are made part of this lease. LESSEE shall furnish the plot plan and all general drawings, plans and specifications including the number and location of all electrical and plumbing outlets, entrances, windows and other details of the said building to be constructed by the LESSOR. LESSOR, at his own cost and expense, shall procure all necessary licenses, permits and certificates for the premises. The buildings shall be constructed by the LESSOR in compliance with all building codes and municipal and state laws and regulations. Any corrections or changes in the general plans or specifications which may be required by any municipal or state authority shall be made by the LESSOR at its own expense.

BLACK-TOP

3. The LESSOR agrees to black-top the entire premises herein as shown on plot plan. The specifications are that the LESSOR will supply a minimum of four (4) inches of 1-1/2 inches of stone spread and rolled in place, plus a top surfacing of two (2) inches of rolled hot asphalt. The LESSOR agrees to construct curb-cuts of the maximum footage permitted by law. LESSOR at its own expense shall procure all licenses and permits for the construction and maintenance of said driveways.

TIME FOR COMPLETION

4. LESSOR agrees that he will diligently proceed with the construction of the building and the improvements, all as aforesaid. ~~The parties stipulate that time is of the essence.~~ The parties further stipulate that, except for strikes, ~~four~~^{six} months is a reasonable period within which to complete the building and improvements in accordance with the plans, specifications and plot plan. The building and improvements will be completed no later than July 1, 1967.

CANCELLATION

5. In the event a building permit or certificate shall not be issued by the necessary authorities to construct the building and appurtenances in accordance with the plans, specifications and plot plan, and in the event the permits for curb cuts or signs shall not be issued, then in any of such events, the LESSEE shall have the right to cancel and terminate this lease as herein provided. In the event the LESSOR shall fail to commence the construction of the building in accordance with the plans, specifications and plot plan on or before April 1, 1967, ~~within 60 days after the date of this lease,~~ or completed the improvements within the period as specified in Paragraph "4", then the LESSEE shall have the right to cancel and terminate this lease as herein provided. The aforesaid rights of cancellation may be exercised only by the LESSEE. LESSEE shall give the LESSOR at least ten (10) days' notice of cancellation of this lease and this lease shall be deemed terminated at

PLEASE

MAIL

15th day of each and every month and which shall be due and payable as provided in Paragraph "6" hereof.

CONSTRUCTION

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PLEASE

INITIAL

and forever discharged from any obligation to each other. Should the LESSEE commence any suit or make any claim in any court action to recover any of said monies, then the LESSOR shall pay interest on said sums at the rate of six percent (6%) per annum from the date of demand, plus reasonable legal fees.

6. Anything herein to the contrary notwithstanding, rent shall not be due and owing until, and the obligation of the LESSEE to pay any rent under the terms of this lease shall not commence until (1) the building shall be erected and premises completed by the LESSOR in accordance with the plans, specifications and plot plan made part of this lease; and (2) such completion has either been certified to by the architect, if any, employed in connection with said improvements, or so evidenced by the proper municipal authorities by the granting of a certificate of occupancy; and (3) possession of the demised premises in completed condition will be tendered by the LESSOR to the LESSEE. In the event all of the aforesaid conditions are complied with by the LESSOR and possession will be tendered to the LESSEE commencing after the 15th day of any month, then the rental to the 15th of the following month shall be apportioned on a per diem basis.

COMMENCEMENT OF TERM AND RENT

7. Anything in this lease contained to the contrary notwithstanding, the term of this lease and the accrual of rental hereunder shall not commence until the LESSOR has completed the construction of improvements in accordance with Paragraph "2" of this lease and such completion has either been certified by the architect, if any, employed in connection with said improvements, or so evidenced by the proper municipal authorities by the granting of a certificate of occupancy. If such completion should occur prior to the date specified in this lease for the commencement of the term and in the event that LESSEE, prior to said date, shall actually have commenced doing business from the demised premises, the term of this lease and the accrual of rental hereunder shall commence on the date of such commencement of doing business. Nothing herein contained shall be construed as obligating the LESSEE to accept a tender of possession or to commence the doing of business prior to said commencement date set forth in this lease. Anything in this lease to the contrary notwithstanding, the term of this lease shall expire **twenty (20)** years after the actual date of its commencement. In the event that the date of commencement of rent hereunder shall occur on a day of the month other than the day specified in Paragraph "1" of this lease, the first rental payment (and the last rental payment, if applicable) shall be adjusted for the proportionate fraction of the whole month so that all rental payments other than the first shall be made and become due and payable on the day of each month specified in Paragraph "1" of this lease. A supplement to this lease is hereto attached and made a part hereof containing blanks for the date of commencement and expiration of said term. Each party hereto agrees, upon request of the other, to endorse upon said supplement, forming a part of the other party's copy of this lease, and subscribe his or its signature, the respective dates of commencement and expiration of said term to the end that said dates may be made certain as and when they have been finally determined.

APPLICATION FOR REZONING, ETC.

8. The LESSOR agrees that it will make all applications and institute any pro-

and forever discharged from any obligation to each other. Should the LESSEE commence any suit or make any claim in any court action to recover any of said monies, then the LESSOR shall pay interest on said sums at the rate of six percent (6%) per annum from the date of demand, plus reasonable legal fees.

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APPLICATION FOR REZONING, ETC.

8. The LESSOR agrees that it will make all applications and institute any proceedings for rezoning or variance or to permit non-conforming use, if required, and all such applications and proceeds shall be made at the LESSOR'S own cost and expense.

The LESSOR warrants and covenants that during the term of this lease the premises are zoned for use in accordance with the plans, specifications and plot plan made part of this lease.

POWER OF ATTORNEY

9. In the event the LESSOR shall fail or refuse to sign and deliver any applications for building permits, certificates of occupancy, curb opening or drive-way permits necessary for the buildings, utilities, and the operation of the LESSEE'S business, then the LESSEE shall have the right and authority to sign any such applications or documents in the name of the LESSOR. This clause shall have the same force and effect as if a regular power of attorney has this day been executed by the LESSOR in favor of the LESSEE for these purposes.

DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

10. LESSOR shall at all times during the term of this lease, keep the said building and any improvements or additions thereto covered with fire and extended coverage insurance in an amount at least equal to the fair replacement value thereof. In the event of a loss, then the proceeds of all insurance shall be deposited into a separate bank account and held in escrow by the LESSOR. The LESSOR shall be deemed to hold all insurance proceeds in escrow for the benefit of the parties hereto. In the event that a fire or other casualty shall damage the premises or any part thereof, then this agreement shall nevertheless remain in full force and effect, except that there shall be a complete abatement of rent for the period of time that the demised premises shall not be usable for the LESSEE'S business. LESSOR, however, shall proceed to repair or rebuild said building or the damaged portion thereof with due dispatch and diligence and the LESSOR alone shall be responsible for paying the entire cost thereof. It is the intention of the parties that the LESSOR will restore the building and black top to their original condition. The LESSOR shall use the proceeds of any insurance to defray said cost. Should the cost of repair or replacement to the original condition be less than the proceeds of insurance, then such excess shall be the property of the LESSOR, but all such funds shall be held in escrow until after all damage to the land and building shall have been repaired and the building restored to its original condition.

If the building on said premises shall be rendered untenable by fire or other casualty, the LESSOR will, within ninety (90) days from the date of said damage or destruction, repair or replace said building so that LESSEE may continue in occupancy. It is further agreed that if said building cannot be replaced or repaired in ninety (90) days due to the inability of the LESSOR to obtain materials and labor needed therefor, any strikes, or acts of God, or governmental restrictions that would prohibit, limit or delay said construction, then the time for completion of such repair or replacement shall be extended accordingly, provided, however, that, in any event, if the repair or replacement of the building has not been completed within a period of six (6) months from the date of said damage or destruction, LESSEE may, at its option, terminate this lease. It is further understood and agreed that in case of any damage or destruction occurring during the last five years of the term, or during any extension of the term, to the extent of 50% or more

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by notice in writing given to LESSEE within thirty (30) days after the occurrence of such damage or destruction, in lieu of repairing or replacing said building, elect to terminate this lease as of the date of the damage or destruction.

GUARANTEE

11. The LESSOR covenants and agrees that the LESSOR will make all repairs, replacements and restorations resulting from workmanship or materials or equipment furnished or supplies by the LESSOR or the LESSOR'S contractors. During the term of this lease, the LESSOR shall use reasonable diligence to enforce all guarantees of work or materials supplied.

STRUCTURAL REPAIRS

12. LESSOR covenants and agrees that he will, during the term of this lease, make any and all structural repairs to said premises, including but not limited to, all repairs to the roof, exterior and interior walls, foundation, supporting members, driveways and parking areas, except in case of damage thereto not covered by insurance caused by any act of LESSEE, its agents or servants.

OWNERSHIP OF PLANS AND SPECIFICATIONS

13. All plans and specifications are deemed the property of the LESSEE and the LESSOR stipulates and agrees that neither it or any of its officers, employees, representatives or agents will permit any copies of said plans or specifications to be made except for the purpose of constructing the buildings upon the demised premises; the LESSOR agrees that neither it, its officers, employees, representatives or agents will use or permit others to use any of the said plans or specifications for the construction of any other building of a similar nature. Upon completion of the improvements and in the event this lease is annulled or cancelled for any of the reasons herein provided, then the LESSOR agrees that it will return to the LESSEE all sets and copies of the plans and specifications.

DISTINCTIVE FEATURES

14. Upon termination of this lease, or in the event that either party defaults in the performance of any of the terms, conditions and covenants herein, and said default continues beyond the period as herein specified, the LESSEE may remove the distinctive features of the CARROLS building, provided it does so at its own cost and expense, and provided further that it repairs any damage which is done by reason of the said removal.

ALTERATIONS

15. The LESSEE shall have the right, during the term of this lease and any extension thereof, to make any additions or extensions to the building to be erected on the premises without additional rent, provided, however, that the same shall be made at the LESSEE'S own cost or expense and provided that the LESSEE shall comply with all municipal and state laws with respect to the same.

COMPLIANCE WITH LAWS

16. LESSEE shall comply with all Federal, State, County and City laws and ordinances respecting the use or occupancy of the demised premises. LESSEE shall at

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COMPLIANCE WITH LAWS

16. LESSEE shall comply with all Federal, State, County and City laws and ordinances respecting the use or occupancy of the demised premises. LESSEE shall at all times keep the demised premises, the buildings thereon, and all appurtenances, in a clean and healthy condition, according to the applicable statutes, City Ordinances, and the directions or regulations of the proper public authorities.

LIABILITY INSURANCE

17. LESSEE shall keep, protect and save LESSOR harmless from any loss, cost or expense of any sort or nature, and from any liability on account of damage to person or property arising out of any failure of LESSEE in any respect to comply with and perform all the requirements and provisions hereof. LESSEE further covenants and agrees that it will at all times during the term of this lease, at its own expense, maintain and keep in force, liability insurance in the amount of not less than \$500,000 in respect to injury or death of a single person, and to the limit of not less than \$500,000 in respect to any one accident, and to the limit of \$25,000 in respect to property damage to indemnify LESSOR and LESSEE jointly as their respective interests may appear, against loss, liability or damage which may result to LESSOR and LESSEE, or either, from any accident or casualty whereby any person or persons whomsoever may be injured or killed in or about the demised premises. LESSEE or its sub-tenant shall deliver to LESSOR a certificate of such insurance.

INSTALLATION OF EQUIPMENT AND SIGNS

18. Prior to the commencement of the term of this lease and prior to delivery of possession of the demised premises to the LESSEE and during the construction of the building by the LESSOR, the LESSEE may enter upon the demised premises to erect and install any of the equipment or signs necessary for the operation of its business (other than such signs and equipment required to be installed by the LESSOR, and included in the plans and specifications initialled by the parties at the time of the execution of this lease). The LESSEE'S entry on the leased premises for such purposes shall not impose any liability upon the LESSOR for any such fixtures or equipment or work done by the LESSEE and the LESSEE will not employ any labor which will cause any labor dispute; the LESSEE and/or its contractors making any of the aforesaid installations shall carry their own Workmen's Compensation and Liability Insurance.

ASSIGNMENT AND SUB-LETTING

19. LESSEE may assign this lease or its rights hereunder, or sublet the demised premises or any part thereof without the consent of the LESSOR. In such event LESSEE shall remain liable for the payment of all rent required to be paid and for the performance of all terms, covenants and conditions herein undertaken by the LESSEE.

CONDEMNATION

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LIABILITY INSURANCE

17. LESSEE shall keep, protect and save LESSOR harmless from any loss, cost or expense of any sort or nature, and from any liability on account of damage to person or property arising out of any failure of LESSEE in any respect to comply with and perform all the requirements and provisions hereof. LESSEE further covenants and agrees that it will at all times during the term of this lease, at its own expense, maintain and keep in force, liability insurance in the amount of not less than \$500,000 in respect to injury or death of a single person, and to the limit of not less than \$500,000 in respect to any one accident, and to the limit of \$25,000 in respect to property damage to indemnify LESSOR and LESSEE jointly as their respective interests may appear, against loss, liability or damage which may result to LESSOR and LESSEE, or either, from any accident or casualty whereby any person or persons whomsoever may be injured or killed in or about the demised premises. LESSEE or its sub-tenant shall deliver to LESSOR a certificate of such insurance.

INSTALLATION OF EQUIPMENT AND SIGNS

18. Prior to the commencement of the term of this lease and prior to delivery of possession of the demised premises to the LESSEE and during the construction of the building by the LESSOR, the LESSEE may enter upon the demised premises to erect and install any of the equipment or signs necessary for the operation of its business (other than such signs and equipment required to be installed by the LESSOR, and included in the plans and specifications initialled by the parties at the time of the execution of this lease). The LESSEE'S entry on the leased premises for such purposes shall not impose any liability upon the LESSOR for any such fixtures or equipment or work done by the LESSEE and the LESSEE will not employ any labor which will cause any labor dispute; the LESSEE and/or its contractors making any of the aforesaid installations shall carry their own Workmen's Compensation and Liability Insurance.

ASSIGNMENT AND SUB-LETTING

19. LESSEE may assign this lease or its rights hereunder, or sublet the demised premises or any part thereof without the consent of the LESSOR. In such event LESSEE shall remain liable for the payment of all rent required to be paid and for the performance of all terms, covenants and conditions herein undertaken by the LESSEE.

CONDEMNATION

* LESSEE shall not be entitled to any award for the loss of or loss in value of the leasehold, but only to an award in loss of or damage to its trade fixtures and for the unamortized costs of any improvements made by the LESSEE. The respective damages to which the LESSOR and LESSEE are entitled by reason of any such taking shall be fixed and paid respectively to the LESSOR and LESSEE, as their interests may appear and in no event shall there be a merger of interests. If, however, the respective damages are not separately fixed and paid by the court or condemning authority, LESSOR shall out of its award pay to the LESSEE the damages it is entitled to hereunder out of its award.

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business, each of the parties shall designate a licensed and competent real estate appraiser familiar with real estate values in the vicinity of the demised premises, and said designees shall choose a third such real estate appraiser. If said designee shall be unable to agree upon a third appraiser, such third appraiser shall be designated by the presiding Judge of the court of general jurisdiction in the county in which the premises are located. The written opinion of at least two out of said three real estate appraisers, as to the fair share of said award that LESSEE shall be entitled to receive and/or the fair rental value if LESSEE continues in business, shall be binding upon the LESSOR and LESSEE. The cost of the third appraiser shared equally between the parties.

QUIET ENJOYMENT

21. LESSOR covenants and warrants that he has full right and lawful authority to enter into this lease for the full term hereof, and that LESSOR is lawfully seized of the entire premises hereby demised and has good title thereto, free and clear of all tenancies and encumbrances and the LESSOR covenants and agrees that the LESSEE, its successors and assigns, will quietly enjoy the same.

LESSOR'S RIGHT OF RE-ENTRY

22. If LESSEE shall fail to pay any installments of rent promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of thirty (30) days after written notice thereof by LESSOR, or if LESSEE shall fail to promptly keep and perform any other affirmative covenant of this lease strictly in accordance with the terms of this lease, and shall continue in default for a period of thirty (30) days after written notice thereof by LESSOR of default and demand of performance, then in any such event, and as often as any such event shall occur, LESSOR may (a) declare the said term ended and enter into said premises demised or any part thereof, either with or without process of law, and expel LESSEE or any person occupying the same in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy said premises as in the LESSOR'S former estate; or (b) re-let the premises, applying said rent from the new tenant on this lease, and LESSEE shall be responsible for no more than the balance that may be due, should a balance exist. Anything hereinbefore contained, to the contrary notwithstanding, if any default shall occur, other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and LESSEE, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then LESSOR shall not have the right to declare the said term ended by reason of such default.

HOLDING OVER

23. In the event LESSEE continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the LESSOR elects to accept rent thereafter, a tenancy from month to month only shall be

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HOLDING OVER

23. In the event LESSEE continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the LESSOR elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

WAIVER OF SUBROGATION

24. LESSOR does hereby waive any and all claims against LESSEE for damage, to or destruction of any improvements upon the demised premises (whether or not

resulting from the negligence of LESSEE) which is covered by insurance which LESSOR is obligated to carry under the terms of this lease.

TITLE TO PROPERTY

25. Title to the building and buildings to be constructed on the demised premises shall be and remain the property of the LESSOR. However, all equipment, machinery and personal property, signs (electric or otherwise) installed by the LESSEE or its assigns or by any sub-tenant, shall be deemed personal property and title to such property shall always be with the LESSEE, its assigns or sub-tenant, as the case may be. At the termination of this lease, the LESSEE, its successors and assigns, shall have the right to remove said property, fixtures and signs.

OPTION TO PURCHASE

26. ~~The LESSOR hereby grants to the LESSEE the right and option to purchase the demised premises which shall include the land and all buildings erected thereon for the sum of (\$) Dollars by LESSEE giving notice in writing of its intention to so purchase the premises. LESSEE shall pay a sum representing ten (10%) of the purchase price on signing of contract. Title shall close within thirty (30) days after signing of contract and title closing shall take place at the office of the attorney for the LESSOR and if the LESSOR fails to designate such office, then the same shall be held at the office of the attorney for the LESSEE. LESSEE shall pay all cash over existing mortgages but in no event shall total purchase price be greater than the amount stated in this paragraph. The LESSOR warrants that he will not do nor suffer to do anything which will in anywise render title to the premises unmarketable for any reason whatsoever. The Contract of Sale shall contain the terms of and shall be on the form of the LESSOR. Full purchase price shall be paid at the title closing and the LESSOR shall deliver a full warranty deed, duly executed in recordable form.~~

RELEASE
INITIAL

LIMITATION OF MORTGAGES

27. The parties agree that this instrument shall not be a lien against the demised premises in respect that any bona fide mortgages against demised premises and that the recording of such mortgage or mortgages shall be superior and a prior lien or liens to this lease, irrespective of the date of recording, but that in no event shall the possession of the LESSEE be disturbed as long as the LESSEE is not in default of the mortgage or mortgages, ~~and the total amount of all said mortgage or mortgages does not exceed the sum of~~ under the lease.

~~(XXXXXXXXXXXX) Dollars~~

OPTION TO EXTEND

28. LESSOR does hereby grant to LESSEE the right, privilege and option to extend this lease for a period of Five (5) years from the date of expiration hereof, upon the same terms and conditions as herein contained, upon notice in writing to the LESSOR of LESSEE'S intention to exercise said option, given at least ninety (90) days prior to the expiration of the term hereof.

In the event that LESSEE shall have exercised said option to extend the term of this lease, LESSOR does hereby grant to LESSEE the right, privilege and option again to extend this lease for Two (2) successive periods of Five

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INITIAL

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~~(\$XXXXXXXXXX) Dollars~~

OPTION TO EXTEND

28. LESSOR does hereby grant to LESSEE the right, privilege and option to extend this lease for a period of **Five** (5) years from the date of expiration hereof, upon the same terms and conditions as herein contained, upon notice in writing to the LESSOR of LESSEE'S intention to exercise said option, given at least ninety (90) days prior to the expiration of the term hereof.

In the event that LESSEE shall have exercised said option to extend the term of this lease, LESSOR does hereby grant to LESSEE the right, privilege and option again to extend this lease for **Two** (2) successive periods of **Five** (5) years each, upon the same terms and conditions as herein contained, upon notice in writing to the LESSOR of LESSEE'S intention to exercise each said option, given at least ninety (90) days prior to the expiration of the preceding extension of the term hereof.

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33. The Lessee, upon giving of three (3) months notice in writing to the Lessor, shall have the right and the privilege to terminate this lease at any time, provided, however, that such notice in writing shall be accompanied by Lessee's certified check payable to the Order of the Lessor, its successors and assigns in the amount of \$63,000.00.

34. In addition to the annual rental, Lessee agrees to pay all water charges, light, heat, power, and other services supplied to said premises.

35. All repairs and maintenance to the building and grounds are to be made at the sole expense of the Lessee.

36. Lessee is to pay as additional rent six (6%) percent of annual sales in excess of ~~\$150,000.00~~ ^{\$176,000.00} and in addition Lessee shall also pay as additional rent all real estate taxes over and above the amount of real estate taxes imposed on the premises after the building referred to herein has been completed and a full assessment for tax purposes has been established. Lessee is to be credited the additional real estate tax payments against any overage percentage rental that becomes payable.

37. ~~Lessee is to pay as additional rent the sum of \$243.00 per annum, computed at the rate of 15¢ per square foot of building area, payable in monthly installments of \$20.25 in advance, for snow removal of parking area.~~

38. Lessee shall not erect fences or other barriers.

39. The Lessor covenants with the Lessee to hold the Lessor's remaining land of which the leased premises form a part of any other land owned or controlled by the Lessor in the present or future within one (1) mile thereof, subject to restrictions for the benefit of the Lessee and the leased premises, namely and no part of the same shall be leased or used for the sale by a Drive-In type Restaurant of food competing in price or variety with that sold by the Lessee. The Lessor further covenants that no improvements shall be erected on said land of the Lessor which will materially interfere with the visibility of the Lessee's restaurant and its main sign to approaching automobile traffic traveling on the adjoining highway within two hundred yards of the leased premises.

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PLEASE
INITIAL

*LESSOR WILL TAKE CARE OF AT HIS OWN COST OF SNOW
REMOVAL OF PARKING AREA. THE ABOVE COST IS INCLUDED IN RENT
LESSOR*

CORPORATE LESSOR

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On this 1st day of December, 1966, before me personally came WILLIAM ROSENBERG to me known, who being by me duly sworn, did depose and say that he resides at (no number) Seward Highway, Florida, New York; that he is the President of BIG V PROPERTIES, INC., the corporation described in and which executed the foregoing instrument, as LESSOR; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Alexander Appelbaum
Notary Public

INDIVIDUAL LESSOR

STATE OF)
COUNTY OF) ss:

On this day of 19 , before me personally came to me known and known to me to be the individual described in and who, as LESSOR, executed the foregoing instrument and acknowledged to me that he executed the same.

LESSEE ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF ONONDAGA) ss:

On this 25 day of NOV 1966, before me personally came George J. Mag L... to me known, who being by me duly sworn, did depose and say that he resides at 1693 PARSONS DR Syracuse New York & that he is the 7100 Pres of CARROLS NEW YORK DEVELOPMENT CORP., the corporation described in and which executed the foregoing instrument, as LESSEE; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Vivian D. Brown
VIVIAN D. BROWN, NOTARY PUBLIC, ONONDAGA CO., N.Y.
My Commission Expires March 30, 1967.

November ²¹~~XXXXXX~~ 1966

(Date)

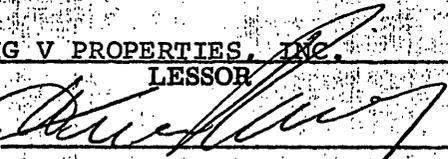
SUPPLEMENT TO LEASE BETWEEN

^{21th} LESSOR, and CARROLS NEW YORK DEVELOPMENT CORP., LESSEE,
dated the ~~XXXX~~ day of ~~XXXX~~ November 1966 concerning the premises commonly known as
Big V Shopping Center - Westerly side Route 32 - Town of New Windsor -
County of Orange - State of New York

Pursuant to the terms and conditions contained in Paragraph "7" of said lease, this Supplement of Agreement is executed this day to affirm the following facts pertaining to said Lease:

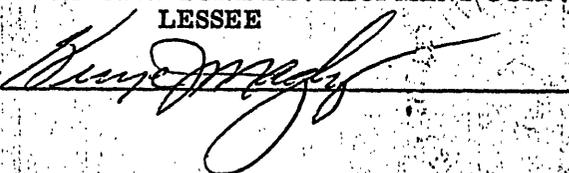
1. Commencement date of the terms of said lease is
~~XXXXXX~~ June 1, 19 ~~66~~ ⁶⁷
2. The date upon which rent shall commence shall be
~~XXXXXX~~ June 1, 19 ~~66~~ ⁶⁷
3. The date upon which the original term of said Lease shall expire is ~~XXXXXX~~ ^{May 31, 1969}, 19 ~~66~~ ⁶⁷

BIG V PROPERTIES, INC.
LESSOR

By 

By _____

CARROLS NEW YORK DEVELOPMENT CORP.
LESSEE

By 

(11)

KNOW ALL MEN BY THESE PRESENTS THAT DRIVE IN MANAGEMENT CORPORATION, a domestic corporation with its principal office and place of business at 710 Kirkpatrick Street, in the City of Syracuse County of Onondaga, and State of New York, in consideration of the lease from BIG V PROPERTIES, INC., dated the 25 day of November, 1966 concerning the premises commonly known as Big V Shopping Center, Westerly side Route 32, Town of New Windsor, County of Orange, State of New York,

to CARROLS NEW YORK DEVELOPMENT CORPORATION, hereby guarantees the strict performance of all of the terms and conditions set forth in said lease including all rents set forth in said lease and all overages, said inclusion of the rental provision not to be considered as a waiver of the other conditions of said lease, all of which are hereby guaranteed.

IN WITNESS WHEREOF, DRIVE IN MANAGEMENT CORPORATION, has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 25 day of November, 1966.

DRIVE IN MANAGEMENT CORPORATION

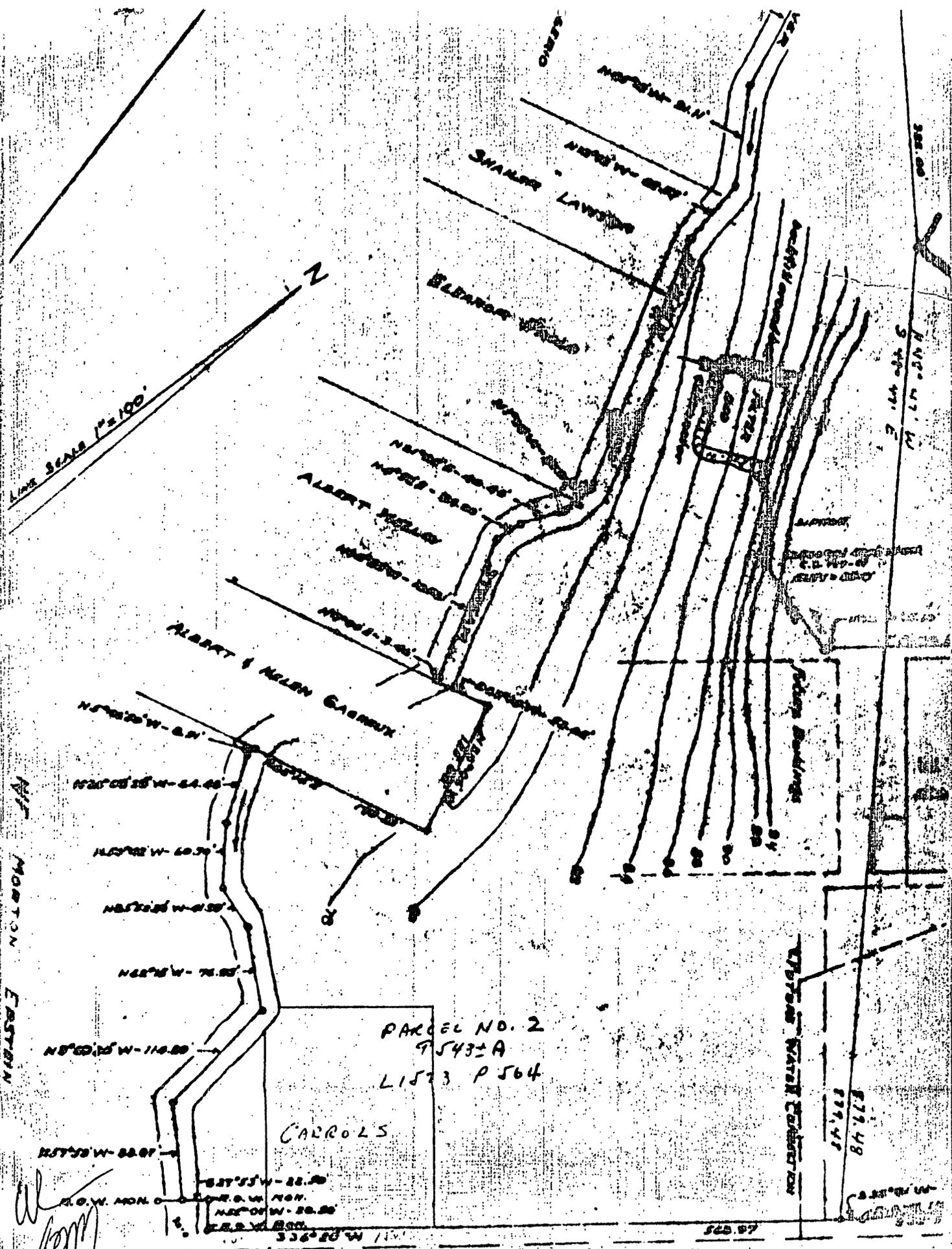


(15)

STATE OF NEW YORK }
COUNTY OF ONONDAGA } SS:

On this 25 day of Nov, 1966, before me personally came George J. Magley, to me personally known, who being by me duly sworn, did depose and say that he resides at 603 Parsons Dr Syracuse N.Y. that he is Vice Pres of DRIVE IN MANAGEMENT CORPORATION, the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Vivian D. Brown
VIVIAN D. BROWN
Notary Public, Onondaga County
New York
MY COMMISSION EXPIRES MARCH 30, 1967.



LINE SCALE 1"=100'

NIP
MORTON
EASTON

N 70° 20' 00" W - 64.40'
N 65° 00' 00" W - 60.50'
N 65° 20' 00" W - 61.50'
N 68° 15' 00" W - 76.85'
N 8° 00' 00" W - 110.80'

PARCEL NO. 2
9543-A
L1573 P 564

CARROLLS

N 57° 55' W - 88.80'
N 6° 00' W - MON. C.
N 6° 00' W - MON. C.

← VALS GATE NEW YORK STATE HIGHWAY

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CARROLS CORPORATION

MR. FENWICK: The second preliminary hearing is Carrols Corporation, request for 24 square foot sign area variance from Burger King sign located on Windsor Highway in a C zone. Present is Sharon Rud.

MS. RUD: What I would like to do is to remove this breakfast sign right here. It's a three by three sign. Install reader board marquee. It's roughly four feet by eight feet. It's an interior lighted board. Approved by Burger King Corporation. This is a sketch of what it would look like when it's through. It would be nine feet above the ground with somebody standing on the platform.

MR. FENWICK: Taking all the signs into account?

MR. BABCOCK: Mr. Chairman, they received a sign to put, permit to put that sign up in 1977. I asked Frank who did deny this to look into this. What he had understood is that they received a variance at that time to do that. So, we're discarding the Burger King sign because they are not dealing with that. What we're doing is we're taking the entire, they got an original building permit and site plan approval for a 24 foot original approval on February 9th of '77. Which was 72 square feet. They wanted now a 96 square feet, so they need a variance of 24 feet. Not quite sure the Board wants it that way, but I have a copy of the site plan where they have the approval from the Planning Board back in '77 to put that sign up. Also, a building permit.

MR. FENWICK: It's a four by eight sign?

MS. RUD: Yes.

MR. FENWICK: In lieu of a three by five?

MS. RUD: A three by three.

MR. LUCIA: Any of the signs on the building come into play, Mike, is that all permissible?

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MR. BABCOCK: Two separate in the C zone, two separate requirements, one for free-standing and one for sign on the building. They haven't asked to do anything with the signs on the building so I haven't looked at those.

MR. LUCIA: I see in the background it looks like there is some sign on --

MS. RUD: There is a sign on the building.

MR. FENWICK: To get back to the main sign, you're saying they received a variance for the initial sign?

MR. BABCOCK: I do not have any papers --

MS. BARNHART: No variance. It was approved as part of a site plan, from what I understand.

MR. TANNER: Planning Board approval.

MS. BARNHART: There was no variance.

MR. FENWICK: If they had Planning Board approval of the sign as it stands right now why aren't we looking at 46 square feet, just out of curiosity? I mean it's an additional --

MR. BABCOCK: Mr. Chairman, I really don't think the applicant has a problem either way, whatever the Board's wishes are. I can go back and do a complete sketch of the sign and do the numbers at a different --

MR. LUCIA: Did the sign approved by the Planning Board in '77 comply with the then sign --

MR. BABCOCK: They received a building permit to put it up. I would assume the sign ordinance changed once since I have been here.

MR. LUCIA: Actually without even having that answer what I am asking is best for the applicant, take the gross sign area she is applying for and take it against what we know to be the present zoning requirement and ask for a variance on the

difference. That will, I think, take care of any problems that might be unresolved from the prior sign. I will leave it up to the Board, since we don't really know what the then ordinance was, we don't know if the existing signage complied with it. Is it just easier to take what she is now proposing, apply it to the requirement and ask for a variance on the --

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MR. TORLEY: To build that sign would require a variance.

MR. LUCIA: That's correct.

MR. TORLEY: As it stands now.

MR. LUCIA: Yes.

MR. TORLEY: Therefore if you're changing the sign don't we have to go back to a variance on the whole thing? We have gone through that before, people make a small change or replace a part of it, we had to go back and do the whole thing.

MR. BABCOCK: Separate sign on the same pole. Whatever you want. I could do a total square footage right now.

MR. TORLEY: I think it would be better if we read the whole thing in one shot to make sure there is no unusual events coming up in the future on it.

MR. NUGENT: Ma'am, could I see that?

MR. BABCOCK: Right now both sides of the new sign that they are proposing, the Burger King sign is 64 square feet each side.

MR. FENWICK: That's the Burger King sign alone.

MR. BABCOCK: Yes. Then the ABCD sign is 32 square feet each side which is a total of 64 which comes to a total of 192.

MR. FENWICK: They are allowed --

MR. BABCOCK: They are allowed 40.

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MR. FENWICK: That's all.

MR. TORLEY: Again, I just reiterate, I think we ought to take the sign as a whole with the new changes and do the whole thing as one package.

MR. FENWICK: That's what I think.

MR. BABCOCK: They are proposing the, with the new sign and Burger King sign they are proposing with 192 square feet. They are allowed 40. That leaves them with a 152 square foot variance they are asking for.

MS. BARNHART: Do you want to bring this notice of denial up to date, Mike, please?

MR. FENWICK: How do any of the members of the Board feel about this?

MR. NUGENT: I am sorry, we were discussing --

MR. FENWICK: Instead of acting on this 24 whatever, that we act on the whole sign and get it all back into line?

MR. TANNER: I think that's a better idea.

MR. FENWICK: 40 is allowed by law and 192 is what they want total. So there would be 152 square foot variance.

MR. BABCOCK: I will revise it right now, Mr. Chairman.

MR. TANNER: Otherwise if they have a problem later on they don't have to come in for a variance.

MR. NUGENT: 40 square feet in a free-standing sign.

MS. BARNHART: In a C zone.

MR. FENWICK: What's the purpose for this new sign?

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MS. RUD: It's a marketing tool, advertise on it.

MR. FENWICK: Does Carrols Corporation, do they own this parcel of property?

MS. RUD: No, it's owned by Big V Plaza.

MR. FENWICK: Is there any kind of a permission they need on this?

MR. LUCIA: You should, when you come back for public hearing come in with some sort of written authorization from the property owner authorizing you to proceed with the application because obviously it affects the underlying land owner even though you have a lease on the property.

MR. TORLEY: It's a contiguous parcel owned by Big V.

MR. FENWICK: It's a separate lot.

MR. TORLEY: Separate lot we don't have to worry about --

MR. LUCIA: It's not a separate lot. It's one big lot.

MR. FENWICK: Look at the, if you look here, you look at the tax parcel, that thing is chopped. I am not saying it's correct or not, but this the parcel --

MR. LUCIA: This big one, 20 acre piece.

MR. TORLEY: One piece of property which already has variances for signs, we are now having another variance on the same property. Is there some kind of conflict?

MR. LUCIA: It's a problem. If you look at the C zone where you have multiple uses on a single piece of property, which this is one large 20 acre piece. It really creates headaches that I don't think are solvable. I believe the way the Board has treated in the past such as Shoprite and Caldor, it treated each individual store as an

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entity. That probably is not in compliance with the strict letter of the table. But I think if you look at that table I don't think it's solveable anyway when you have a 20 acre piece with this many different uses on it. Mike, do you have any other suggestion? If you look at that C zone table I am not sure there is anyway to do it.

MR. BABCOCK: When the gentleman came in for Caldor, if you remember that, to increase the size, that was how you gentleman wanted to --

MR. FENWICK: I think we will continue, unless there is an objection from the Board.

MR. TORLEY: I wanted to make sure --

MR. BABCOCK: To my knowledge I don't think you you see too many free-standing signs on this piece of property. Burger King is the only one, to my knowledge.

MR. FENWICK: Most of them are on the building.

MR. NUGENT: They are beautiful. At least we tried to make them beautiful.

MR. TANNER: I would rather see this on the pole than another one of those ones sitting down on the highway again.

MR. FENWICK: Absolutely, yes.

MR. NUGENT: Is that both sides?

MS. RUD: Both sides.

MR. FENWICK: Any other questions from members of the Board? Do we have a motion?

MR. NUGENT: I will make the motion.

MR. KONKOL: Second it.

MR. FENWICK: Roll call.

JULY 27, 1992

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ROLL CALL:

Mr. Torley Aye
Mr. Konkol Aye
Mr. Tanner Aye
Mr. Nugent Aye
Mr. Fenwick Aye

MR. FENWICK: Again, I'm going to turn it over to the attorney who will explain to you the requirements that is necessary.

MS. RUD: This is all written down?

MR. LUCIA: It's being transcribed although the minutes will probably not be available until the next meeting.

MS. RUD: The things that I have to bring next time?

MR. LUCIA: It is not written separately. It will be in the minutes. I will explain to you in just a minute what you have to bring. But you certainly can get a copy of the minutes.

MS. RUD: I will write it down right now.

MR. LUCIA: We'll need photographs, a copy of your lease on the property.

MS. RUD: Photos, you want of just the plaza?

MR. LUCIA: The existing sign and some street views of how it's going to be looking at your --

MS. RUD: Similar to that --

MR. FENWICK: From the street.

MS. RUD: From the street.

MR. FENWICK: From the street, not from the parking lot. Also, if the corporation knows of this sign existing somewhere else.

MS. RUD: It does.

JULY 27, 1992

19

MR. FENWICK: Could we get a photo or whatever, it would help.

MR. LUCIA: You will need a written authorization or proxy from the owner of the property authorizing you to proceed with this variance application.

These are all area variances requirements that are involved here. The same standard as I mentioned on the previous applicant, basically what you must show is that the benefit to you, if the variance is granted, is not outweighed by the detriment to the public health, safety and welfare enforcing the existing area requirements. In your case I would make a showing that you did have certain signage approved on your prior Planning Board application and you really are just seeking a marginal increase in that but because of the way the ordinance may have changed and the fact that the records are possibly unclear, that we are seeking a variance based on your gross signage, which is what creates the need for 152 square foot variance request. It seemingly is very substantial. Some of it really is incorporated in the prior signage that was approved.

You'd have to speak to the same five factors, one whether an undesirable change would be produced in the character of the neighborhood or detriment to nearby properties. Two, whether the benefit sought by the applicant can be achieved by somewhat other than a variance. Three, whether the requested area variance is substantial. Four, whether the proposed variance will have an adverse effect or impact on physical or environmental conditions in the neighborhood. Five, whether the difficulty is self-created.

MS. RUD: What was five?

MR. LUCIA: The difficulty is self-created. In other words, did you get yourself into a problem that you can't get yourself out of other than coming to the Zoning Board and asking for relief on that. On that one if there is certain corporate signage that is in general use, I mean you can bring in whatever corporate literature you have in terms of this is now the way the marketing

program is being promoted and it is not outside customary practice in the food industry to promote your products this way.

MS. RUD: What did you mean by number four then, that was --

MR. LUCIA: Four, whether it will have an adverse effect on physical or environmental conditions. You're in a commercial zone so I would use that. Explain what properties are nearby, who is likely to be impacted or if nobody is likely to be impacted, say that. Also, relevant on sign variances are traffic flow, speed at which traffic goes by, your basic need for the signage of any business. On this one when you come back this is a, you will need two checks on this one when you submit that application. One for \$150 to the Town of New Windsor as an application fee and one for \$250 as a deposit against town consultant review fees and various disbursements.

MS. RUD: Would I get the deposit back?

MR. LUCIA: You will get it back if it is not completely expended. If it is more than is expended you get a bill for the variance. It's an estimate at this point and it's hard to say.

MS. RUD: It's possible it could cost that much?

MR. LUCIA: It could cost more, it could cost less. It's put in an escrow account until the actual amount is determined. At that point you either get a refund or you get a bill.

MS. RUD: Okay, thank you.

B. ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION
(Variances, Zone Changes, Special Permits, Subdivisions)

Section A. - To be completed by Local Board having jurisdiction.
To be signed by Local Official.

Local File No. 92-22

1. Municipality Town of New Windsor Public Hearing Date 10/5/92
 City, Town or Village Board Planning Board Zoning Board of Appeals

2. Applicant: NAME Carrols Corp. (Burger King)
Address P.O. Box 6969, Syracuse, N.Y.
Attorney, Engineer, Architect _____

3. Location of Site: Route 32 (Shel Rite Plaza), New Windsor NY 12553
(street or highway, plus nearest intersection)

Tax Map Identification: Section 65 Block 2 Lot 12

Present Zoning District C Size of Parcel _____

4. Type of Review:
 Special Permit Use* _____

Variance* Use _____
Area Sign - See attached

Zone Change* From: _____ To: _____

Zoning Amendment* To Section: _____

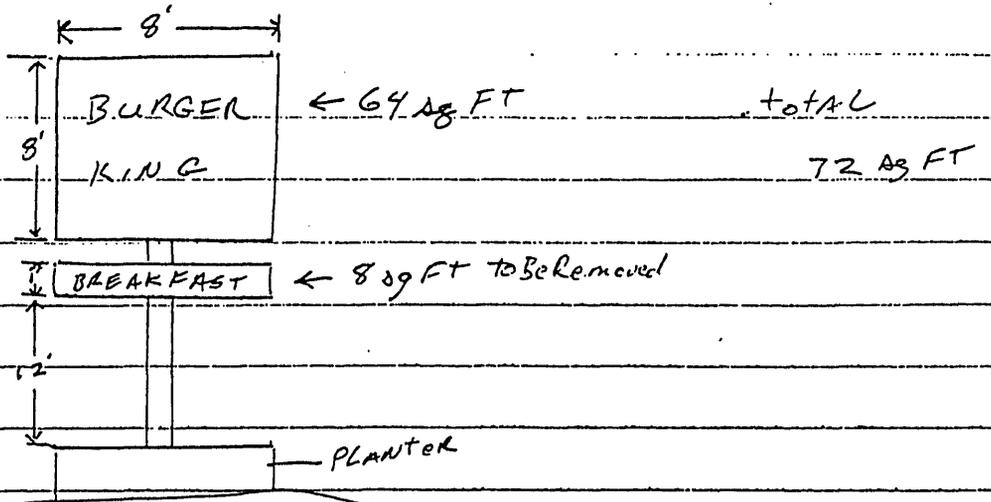
Subdivision** Major _____ Minor _____

9/15/92
Date

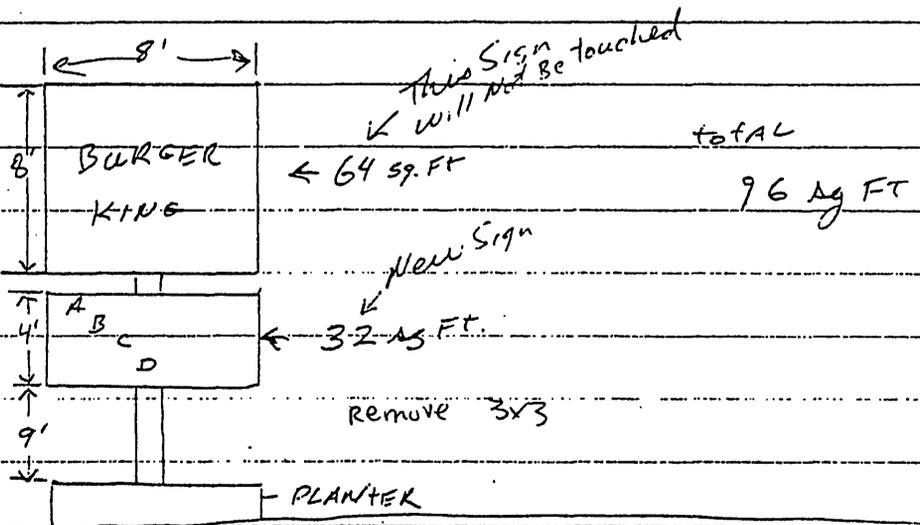
Patricia A. Banhart, Secy.
Signature and Title

*Cite Section of Zoning Regulations where pertinent
**Three (3) copies of map must be submitted if located along County Highway, otherwise, submit two (2) copies of map.

EXISTING SIGN



PROPOSED SIGN

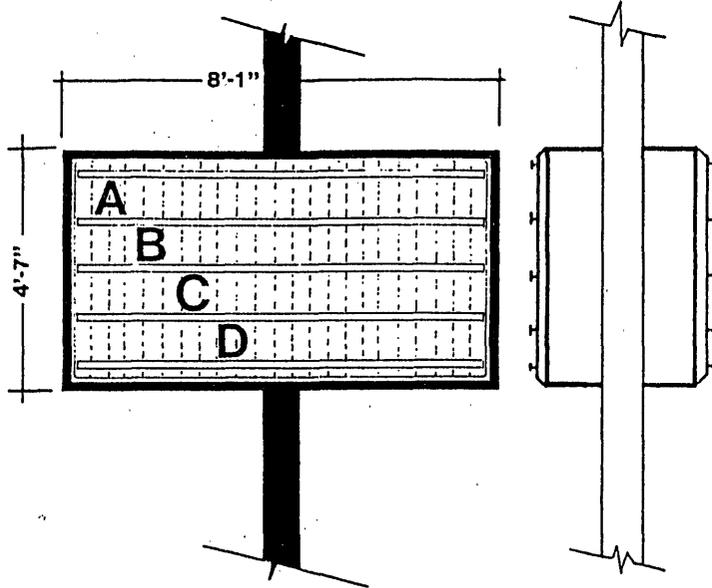


Existing Sign on Building will Not Be touched

"Burger King" Letters on Front of Bldg $16' \times 13' = 17 \text{ sq. FT}$

Logo Sign on Side of Bldg $4' \times 4' = 16 \text{ sq. FT}$

MARQUEE SIGNS



BURGER KING® Standard 4' x 8' Single Face Readerboards

Single face signs with pan formed corrugated one piece white polycarbonate face. Four (4) lines of flat changable 8" black copy.

Available with 250 quantity of 8" letters and numerals, and 12' telescoping mechanical arm.

Cabinet: 8" SF 8-125 aluminum extrusion painted Centari DK Bronze.

Design Wind Load: 35 psf or 50 psf

Electrical Specifications:

Four (4) 96" flourescent lamps per sign. One (1) ballast per sign.

Amp. load: 3.85 amps. per sign. One (1) 15 amp circuit required per set of Marquees.

Sign bears UL Label and meets or exceeds all N.E. codes and Underwriters Laboratories, Inc.

INSTALLATION:

The set of single face marquee signs can accommodate single standard sq. tube pipe, or round pipe installations.

(With special field modifications, can easily accommodate twin I-Beam installations).

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

92-22.

Date: 8-3-92

I. ✓ Applicant Information:

- (a) SHARON RUD 80 Rt 17 K Newburgh NY 564-8266
(Name, address and phone of Applicant) (owner) (~~owner~~)
- (b) CARRDS CORP. PO BOX 6969 SYRACUSE NY 1-800-348-1074
(Name, address and phone of purchaser or lessee)
- (c) CARRDS CORP - legal Dept PO BOX 6969 SYRACUSE NY 1800-348-1074
(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 BIG V Shopping PLAZA, Vails Gate, NY 65/2/12
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? C
- (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? 1977
- (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) _____
- _____

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

V. Area variance: ^{N/A}

(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

^{N/A}
 (b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.

VI. [✓] Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18/48-12, ~~Table of~~ Table of Use/Bulk Regs., Col. N and and.

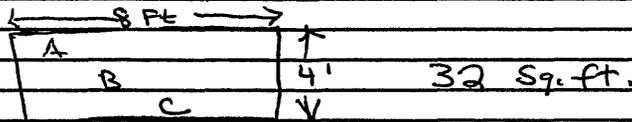
Supplementary sign Regulations

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	192 sq. ft. 92 sq. ft.	96 sq. ft.	24 sq. ft.
Sign 2	40 sq. ft.	192 sq. ft.	152 sq. ft.
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(Signature)

(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.

DOUBLE FACE sign with a pan formed corrugated white polycarbonate
FACE Interior Lighted Reader Board.



✓ This sign will be used AS A MARKETING tool.

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

A 3x3 Ft. Breakfast 1060 sign will be removed.

TOTAL area of present signage is 69 sq. feet.

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.)

This is a Burger King Corp approved reader Board.

Burger King has very high standards. This sign will upgrade the current BK road sign plus keep in the spirit of the New Windsor zoning ordinances.

This reader board is of a higher quality than the current road side reader (yellow banner boards) boards that many businesses in New Windsor use.

IX. Attachments required:

- _____ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- _____ Copy of tax map showing adjacent properties.
- _____ Copy of contract of sale, lease or franchise agreement.
- _____ Copy of deed and title policy.
- _____ 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.
- ✓ _____ Copy(ies) of sign(s) with dimensions and location.
- _____ Two (2) checks, one in the amount of \$150.- and the second check in the amount of \$250.-, each payable to the TOWN OF NEW WINDSOR.
- _____ Photographs of existing premises from several angles.

X. Affidavit.

Date: Sept. 17, 1992.

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

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/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 or situation presented herein are materially changed.

X. Sharon [Signature]
(Applicant)

(Note Proxy Letter attached)

Sworn to before me this

17th day of Sept., 1992.

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1993

XI. ZBA Action:

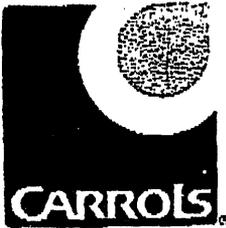
(a) Public Hearing date: _____.

(b) Variance: Granted () Denied ()

(c) Restrictions or conditions: _____

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

(ZBA DISK#7-080991.AP)



September 15, 1992

RE: Marquee Sign
Burger King Restaurant #313
Vailsgate, New York.

To Whom It May Concern:

Ms. Sharon Rudd is a General Manager employed by Carrols Corporation. Ms. Rudd is duly authorized and empowered to (a) execute and deliver planning and zoning applications and (b) attend zoning board meetings on behalf of Carrols Corporation.

Should you care to verify the authenticity of this authorization, please feel free to call the undersigned at Carrols Corporation, 968 James Street, Syracuse, New York 13203 - Telephone No. (315) 424-0513.

Very truly yours,

Richard V. Cross
Senior Vice President - Treasurer

/ti

M227a

Post-It [®] brand fax transmittal memo 7671		# of pages	1
To: Sharon Rudd	From: M. Collins		
Col: General Mgr.	Co: Carrols Corp		
Dept:	Phone #	315-424-0513	
Fax #	Fax #	315-425-8874	
714-564-8266			

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

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

Carrots Corp.

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#92-22.

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

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

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

On Sept. 17, 1992, I compared the 136 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
17th day of September, 1992.

Deborah Green
Notary Public
DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

Complete

#92-22.

(Note: ZBA meets on 2nd/4th Monday of each month unless a holiday falls on that date. July and August: One meeting per month only.)

PROCEDURE FOR PUBLIC HEARING

Preparations for a public hearing are simple if you follow this procedure. Fill out the following forms and return to Secretary. A hearing date will not be scheduled unless all of the paperwork is completed and returned to the Secretary.

~~1.~~ Applications;

~~2.~~ Public Notice of Hearing:

(a) Fill out the notice to the best of your ability. If you have any questions, call Pat. Public hearing date cannot be scheduled until all of the paperwork has been returned to Pat at which time, she will schedule the hearing and add date to the notice.

~~3.~~ Call Assessor's Office at 563-4633 and request a variance list containing names and addresses of property owners within 500 ft. of parcel in question. There is a fee for this list and it is based on the number of names/addresses involved.

4. When all of the above paperwork has been completed, call Pat for appointment to review paperwork and obtain hearing date.

5. After Pat has reviewed and approved paperwork and inserted public hearing date on notice, applicant must do the following:

(a) Copy the notice and insert notice in an envelope which is addressed to each property owner on the Assessor's list (#3 above), making sure you keep the envelopes in the order in which they appear on the list, add 1st class postage, seal and call Secretary at telephone number at the bottom of this page for appointment. She will then verify that the notice has been mailed to all property owners on list through affidavit. Letters must be postmarked at least ten (10) days before public hearing date.

6. Please note that the public hearing notice must be published in "The Sentinel" at least ten (10) days prior to the public hearing date. Secretary will contact newspaper for publication date. Applicant is responsible for payment of publication notice.

7. If you choose to mail your public hearing notices by certified mail-return receipts requested, all return receipts are to be returned to Secretary at public hearing.

8. Two separate checks, one in the sum of \$50.00 (residential) or \$150.00 (commercial) and a second check in the sum of \$250.00 will be held in escrow and must be paid upon return of the completed applications. This fee includes consultant fees in addition to the ZBA application fee. This fee will be determined after consultants have submitted their bills. Interpretations or findings are also subject to consultant fees. All unused fees will be returned to the applicant upon completion of the file. No formal decisions will be available until all fees have been paid. Make check payable to: TOWN OF NEW WINDSOR.

Please have your attorney determine whether Section 239 l & m of the General Municipal Law is applicable. In other words, if the property in question is located within 500 ft. of a state or county road, the Orange County Planning Department must receive a copy of your application and plans. Please notify secretary if this applies.

RETURN ALL PAPERWORK TO: PATRICIA A. BARNHART, ZBA Secretary
555 Union Avenue - Town Hall

New Windsor, N.Y. 12553 - (914)563-4630

Applicant's check list: (Return all paperwork to Secretary)

1. Applications (3 copies);
2. Public hearing notice;
3. When hearing date has been scheduled, stamped/addressed envelopes containing public hearing notice must be returned to Pat.
4. Two checks (1) \$50.00 (residential) or \$150.00 (commercial) plus \$250.00 deposit payable to TOWN OF NEW WINDSOR (refund will be returned to applicant if escrow is not fully utilized).

IMPORTANT NOTE: If your application is approved by the ZBA, you have one (1) year from the date of approval within which to pursue your building plans. A variance becomes null and void after this period. If you are not planning to build within this time period, you must apply to the ZBA before this date expires (address above) to seek an extension of this variance.

(ZBA DOCDISK#5-052289.PRO)

11/91

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

Prelim.
7/27/92 -
7:30 p.m.

DATE: 7-1-92

APPLICANT: SHARON RUD - CAROLS CORP
80 RT 17-K
Newburgh NY 12550

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 6-28-92
FOR (BUILDING PERMIT) _____

LOCATED AT RT 32 Shop RITE PLAZA
_____ ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 65 BLOCK: 2 LOT: 12
Burger King RESTAURANT

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Sign Exceeds
Original B.P. & Site Approval Size By 24' sq ft
Original Approval Date FEB 9, 1977

Grant Livi
BUILDING INSPECTOR

<u>PERMITTED</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u> USE _____		
SIGN _____	<u>72 sq ft</u>	<u>24 sq ft</u>

Newburgh NY 12550

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 6-28-92
FOR (BUILDING PERMIT) _____

LOCATED AT RT 32 Shop RITE PLAZA
ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 65 BLOCK: 2 LOT: 12
Burger King Restaurant

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Sign Exceeds
Original B.P. & Site Approval Size By 24' sqft
Original Approval Date FEB 9, 1977

Frank Lisi
BUILDING INSPECTOR

<u>PERMITTED</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u> USE _____		
SIGN		
FREE STANDING	<u>72 sqft</u>	<u>96 sqft</u>
HEIGHT		<u>0</u>
WALL SIGNS		
TOTAL ALL SIGNS		

APPLICANT IS TO PLEASE _____ AT:
_____ TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS _____

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

Pat

914)

*Pls. publish immediately. Send bill to: Carrols Corp.
P.O. Box 6969
Syracuse, N.Y.*

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

*Sent by
FAX on
9/16/92.*

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. 32

Request of Carrols Corporation

for a VARIANCE of

the regulations of the Zoning Local Law to

permit free-standing sign w/ reader

board with more than the allowable

sign area;
being a VARIANCE of

Section 48-18-Supplementary sign regulations

for property situated as follows:

Big V Plaza, Vails Gate, N.Y. - known

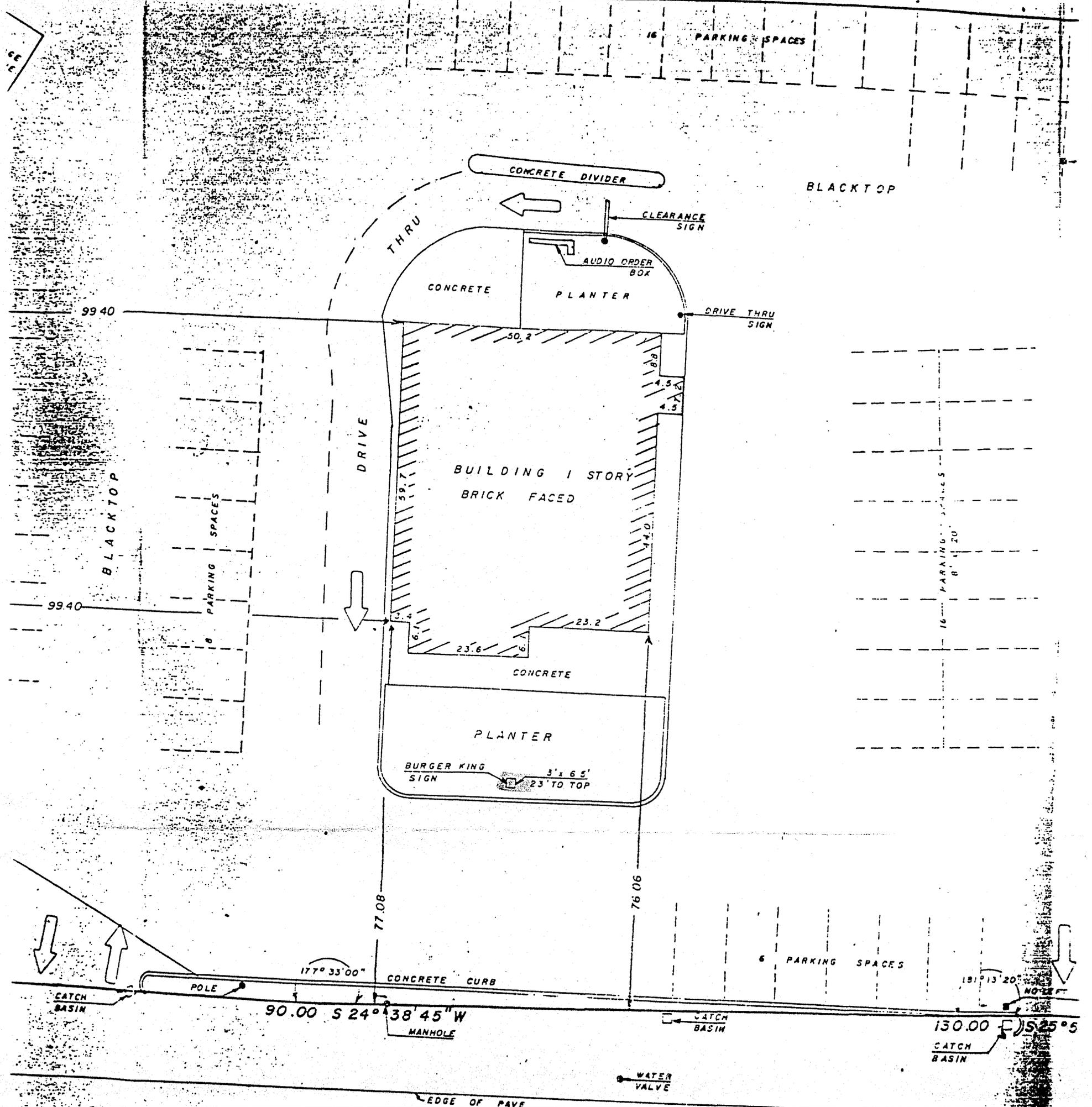
& designated as tax map Sec. 65-

Block 2 - Lot 12.

SAID HEARING will take place on the 5th day of
October, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

Richard Fenwick
Chairman

By: Patricia A. Barnhart, Secy.



16 PARKING SPACES

BLACKTOP

CONCRETE DIVIDER

CLEARANCE SIGN

AUDIO ORDER BOX

CONCRETE

PLANTER

DRIVE THRU SIGN

99.40

50.2

DRIVE

BUILDING 1 STORY
BRICK FACED

16 PARKING SPACES

99.40

8 PARKING SPACES

CONCRETE

PLANTER

BURGER KING SIGN

3' x 6.5'
23' TO TOP

77.08

76.06

177° 35' 00"

CONCRETE CURB

6 PARKING SPACES

131° 13' 20"

CATCH BASIN

POLE

90.00 S 24° 38' 45" W

MANHOLE

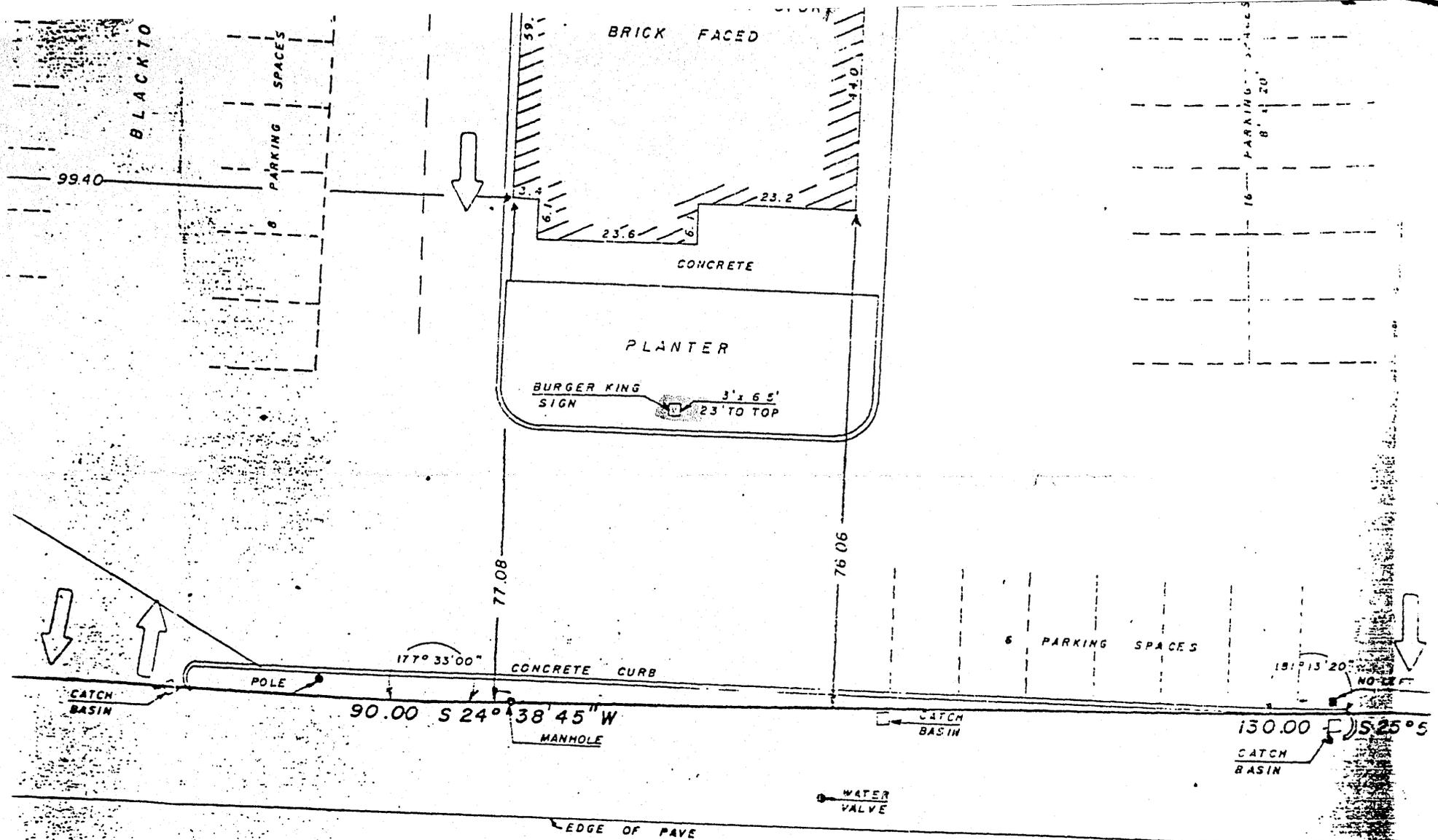
CATCH BASIN

130.00 E 5° 25' 5"

CATCH BASIN

WATER VALVE

EDGE OF PAVE



ROUTE 32

R.O.W. WIDTH VARIES 60'-70'

CARROLS CORPORATION
BURGER KING RESTAURANTS
P. O. BOX 6969
SYRACUSE, NY 13217-6969

Merchants Bank
A MIDLANTIC BANK

The Merchants National Bank
& Trust Company of Syracuse
Syracuse, NY 13221

14588

AUG. 5 9: 60-33/213

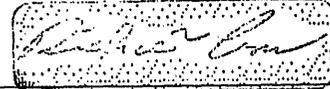
CHECK NO. DATE AMOUNT

PAY

TO
THE
ORDER
OF

Town of New Winsor
555 Union Ave. (Town Hall)
New Winsor, N.Y. 12553

EXACTLY **250000**
E4888



#92-22 ZBA

⑈014588⑈ ⑆021300336⑆ 501⑈5127394⑈

© DELUXE DIV.

CARROLS CORPORATION
BURGER KING RESTAURANTS
P. O. BOX 6969
SYRACUSE, NY 13217-6969

Merchants Bank
A MIDLANTIC BANK

The Merchants National Bank
& Trust Company of Syracuse
Syracuse, NY 13221

14587

AUG. 5 9: 60-33/213

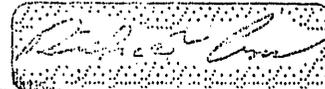
CHECK NO. DATE AMOUNT

PAY

TO
THE
ORDER
OF

Town of New Winsor
55 Union Ave. (Town Hall)
New Winsor, N.Y. 12553

EXACTLY **750000**
E4888



#92-22 ZBA

⑈014587⑈ ⑆021300336⑆ 501⑈5127394⑈

© DELUXE DIV.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

136

August 19, 1992

Sharon Rud
80 Route 17K
Newburgh, NY 12550

Re: Tax Map Parcel: 65-2-12
Owner: Bila Partners (Burger King)

Dear Ms Rud:

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 \$151.00, minus your deposit of \$25.00. Please remit the balance of \$126.00 to the Town Clerk's office.

Sincerely,

Leslie Cook / po
Leslie Cook
Sole Assessor

LC/po
Attachments
cc: Pat Barnhart

Forge Hill Management Assoc.
c/o Tower Management
680 Kinderkamack Rd.
River Edge, NJ 07661

Albany Savings Bank
94 Broadway
Newburgh, NY 12550

Rosenberg, William & Viola
c/o Big V Supermarkets, Inc.
176 No. Main St.
Florida, NY 10921

Kelly, Katherine
Box 38
Vails Gate, NY 12584

Lawton, Edith B.
Po Box 653
Vails Gate, NY 12584

Beck, Raymond J. Jr. & Pauline A.
Box 498
Vails Gate, NY 12584

Stockdale, Arthur D. & Julie
Po Box 782
Long Hill Rd.
Cornwall, NY 12518

Manning, Thomas & Kathleen
2 Creek Run Rd.
Newburgh, NY 12550

Trifilo, William J. & Etta
Box 55
Vails Gate, NY 12584

DeCouto, Terry C. & Lorraine
132 Old Temple Hill Rd.
New Windsor, NY 12553

Sheafe, Wayland H. & Joy C.
Box 21, Route 207
Rock Tavern, NY 12575

Tornatore, Antonio & Gemma
82 Continental Drive
New Windsor, NY 12553

Betrix, David B. & Elizabeth A.
PO Box 465
Vails Gate, NY 12584

Taravella, Francis T.
PO Box 94
Vails Gate, Ny 12584

DeDominicis, Antonio & Giencinta
PO Box 327
Cornwall, NY 12518

Babcock, Robert & Catherine
Box 537
Vails Gate, NY 12584

Korngold, Louis MD
135 Strawtown Rd.
W. Nyack, NY 10994

R&S Foods, Inc.
249 No. Craig St.
Pittsburgh, PA 15213

NYS Dept. of Transportation
Office of the State Comptroller
A.E. Smith Office Bldg.
Albany, NY 12236

Brambury Associates
765 Elmgrove Rd.
Rochester, NY 14624

Vails Gate Elementary School
98 Grand St.
Newburgh, NY 12550

Martini, Paul M. & Irma A.
341 Old Forge Hill Rd.
New Windsor, NY 12553

Selby, Edmond M.
335 Old Forge Hill Rd.
New Windsor, NY 12553

Estremera, Rose
21 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Warshaw, Sonnie & Diane
23 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Perry, Ronald & Marie A.
25 Vails Gate Hgts. Dr.
New Windsor, NY 12553

40

Levy, Barbara
27 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Palumbo, Grace Ziegler
29 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Tong, Michael & Ong, See Tien
235 Parkville Ave.
Brooklyn, NY 11230

Warshaw, Steven & Ronni
33 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Skopin, Raymond P. & Grace E.
35 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Schmidt, Vincent J. & Gertrude E.
37 Vails Gate Hgts. dr.
New Windsor, NY 12553

Zelkind, Frederick S. & Thelma
39 Vails Gate Hgts Dr.
New Windsor, NY 12553

Coyle, Stephen D. & Annelie
41 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Baker, Meridith Elaine
43 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Shapiro, Martin & Frances
45 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Hunger, Leonard & Lucy
47 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Navedo, Juvencio
49 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Maidman, Bertrand & Myra
51 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Schmidt, Carina A.
323 Old Forge Hill Rd.
New Windsor, NY 12553

Díaz, Rafael & Dolores
53 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Asmann, Ulrich & Linda
99 Montgomery St.
Newburgh, NY 12550

Scheiner, Isaac & Sally
17 Marion Dr.
Newburgh, NY 12550

Isaacs, Christopher A. & Sandra Jackson
59 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Herring, David & Edith
61 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Martini, Peter & Lucy
PO Box 331
Vails Gate, NY 12584

Blooming Grove Operating Co. Inc.
Po Box 188
Washingtonville, NY 10992

Reed, Barbara
65 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Yelin, Bella
50 Parker Avenue
New City, NY 10956

Dugan, Dennis P. & Annette F.
69 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Petrolese, Salvatore & Concetta
71 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Luongo, Carmine A. & Norma
73 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Zernerri, Alberto P. & Mary A.
75 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Gojka, Josika & Adrian Bita
125 Lakeside Rd.
Newburgh, NY 12550

Thomas, Lewis & Claudia Rudin
81 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Mitchell, Glen & Regina
PO Box 16
Cornwall, NY 12518

Garcon, Lionel & Marie C. Charles Garcon
103 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Anderson, Ingrid
109 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Mariette, Alix M. & Adel
117 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Banks, Earnest & Ruth
125 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Reilly, John T. & Marina A.
133 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Feinberg, Joel & Talietha
PO Box 951
Vails Gate, NY 12584

Morange, William A. & Diana A.
149 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Uherec, Joseph J. & Doreen V.
157 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Kayes, Vincent L. & Jeanne M.
165 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Wilson, Samuel C. & Norma M.
187 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Raysor, Maxine
195 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Montone, Stephan & Lucia
203 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Canna, John A. & Linda J.
211 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Burgos, Cynthia
219 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Cincotta, Vincent & Josephine
227 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Hommel, Kenneth R. & Mary C.
235 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Francon, Richard F. & Frances
243 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Velazquez, Optaciano, ETAL
251 Vails Gate Hgts. dr.
New Windsor, NY 12553

Colon, Basilio & Nancy
259 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Parisi, Dominick S. & Lucille
53 Highview Ave.
Newburgh, NY 12550

Christianson, Alton D. & Theresa
327 Old Forge Hill rd.
New Windsor, NY 12553

Ware, Jerline & Zelda
329 Forge Hill Rd.
New Windsor, NY 12553

Graziano, Jack V. Jr. & Phyllis T.
1318 Union Ave.
Newburgh, NY 12550

Windsor Properties
c/o Peck & Heller, Mtg. Acct.
2301 Lincoln Bldg.
60 E. 42nd St.
New York, NY 10165

Wolff, Edin J. Jr. & Lorayne
80 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Klein, Robert & Harriet
82 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Kercado, Hector & Carol
84 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Maresca, John R.
86 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Nottingham, Mary L.
PO Box 501
Vails Gate, NY 12584

Warner, John F. Jr. & Carol S.
90 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Dolan, Bernard & Beatrice
92 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Mendelson, Richard & Donna
96 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Velez, Jose M.
100 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Obey, Paulette & Mirta
102 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Hughes, John J. & Fay E.
104 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Nakatsu, Tetsuo & Mary Ellen
106 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Manna, Frank & Margaret
108 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Napolitano, Thomas & Billie Mae
110 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Saunders, Leon E.
& Ann L. Barnett
114 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Donaghy, Francis J. & Agnes
116 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Mazureck, Robert A. & Linda R.
118 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Knight, Jeffrey P. & Veronica Earley
120 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Mahoney, John F. & Luz M.
122 Vails Gate Hgts. Dr.
New Windsor, NY 12553

McGarry, William & Lynne
124 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Higgenbotham, Eddie J. & Kimberly
126 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Sorrentino, Robert
59 Westlyn Dr.
Bardonia, NY 10954

Lamb, Edward M. & Anne P.
130 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Lagese, Barbara
134 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Sullivan, Francis E. & Carolyn M.
136 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Kessler, William & Adele
138 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Hawkins, Laura A. & Robert F. Tringali, Jr.
140 Vails Gate Hgts.
New Windsor, NY 12553

Gracey, Adeline P.
11809 Oakwood Dr.
Woodbridge, VA 22192

Ryerson, Jamene D.
148 Vails Gate Hgts. Dr.
New Windsor, NY 12553

Sun Refining & Marketing Co.
Ten Penn Center
1801 Market St.
Philadelphia, PA 19103-1699

Panella, Emilio, As Trustee
PO Box 573
Vails Gate, NY 12584

Storey, Richard F. & Diane M.
422L Bailey Loop
West Point, NY 10996

Cohen, Richard M. & Jeryl A. Dorsey
62 Continental Dr.
New Windsor, NY 12553

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

Kass, Frederick J.
& Samuel & Audrey Madison
367 Windsor Highway
New Windsor, NY 12553

Kroposki, Henry & Walter
PO Box 731
Monroe, NY 10950

Vaccaro, Gaspare & Catherine
117 Sunset Drive
Newburgh, NY 12550

Rosenbaum Industries, Inc.
PO Box 428
Vails Gate, NY 12584

Daidone, Charles T. & Rose M.
250-260 Temple Hill Rd.
New Windsor, NY 12553

Norstar Bank of Upstate NY
Facilities Management
PO Box 911
Newburgh, NY 12550

C. P. Mans
Po Box 247
Vails Gate, NY 12584

Shedden, Joan A.
Box 608A
Vails Gate, NY 12584

Aquino, John J.
& Gregory Mellick
c/o Gregory Mellick
135 W. Nyack Rd.
Nanuet, NY 10954

The Vails Gate Fire Co.
PO Box 101
Vails Gate, NY 12584

Sorbello, Bouyea, King
c/o Robert K. Bouyea
505 No. Riverside Rd.
Highland, NY 12528

Crook, Richard J. & Jeannie M.
64 Continental Dr.
New Windsor, NY 12553

Rohan, John F. & Mary V.
66 Continental Dr.
New Windsor, NY 12553

STP/JMK Properties, Inc.
298 Forge Hill Rd.
New Windsor, NY 12553

Andriuolo, Carmine
363 Windsor Highway
New Windsor, NY 12553

Adams, Harold J. (Estate of)
c/o Robert J. Adams
1515 Arapahoe St.
T-3-1100
Denver, CO 80202

Vitolo, Vittorio & Lucy
23 Marie Lane
Middletown, NY 10940

Cicchetti, O. Edward
8 Balsa's Lane
Newburgh, NY 12550

Vitola, Reziero
12 Lancer Dr.
Newburgh, NY 12550

Bankers Trust Hudson Valley NA
c/o Barclays Bank
Attn: Real Estate Dept.
180 Oser Ave.
Hauppauge, NY 11788

Andrews, Eugene L. & Ruth
Po Box 292
Vails Gate, NY 12584



New Windsor Mall

367 Windsor Highway
New Windsor, NY 12550
(914) 561-4132

Rec'd. 9/28/92.
ZBA. - ~~Carrols~~

September 22, 1992

Richard Fenwick
Chairman
Zoning Board of Appeals
Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

Ref: October 5, 1992, hearing on oversized sign for Burger King (Appeal 22)

Good Evening **Mr. Chairman**,

I am sorry to be unable to attend your meeting in person due to a conflicting extended meeting of the Orange Commission. I would appreciate your entering my strong support for granting an oversized sign to Carrols Corporation in the matter of Appeal number 22.

It would be a great help to the public to have a large clear sign for Burger King. It would also be most helpful to everyone to have a Burger King reader board, so we are all aware of their money saving specials and events.

There are no homes in the area and no one would be disturbed. There are 22 stores and offices in New Windsor Mall. New Windsor Mall, which I am General Partner, is located across Windsor Highway facing Big V Plaza. We, the merchants of New Windsor Mall enjoy having Burger King, an outstanding business and neighbor, in our shopping area. Burger King's draw of hungry citizens to the district helps us all. If a large sign would help Carrols Corporation, we encourage you to grant their variance.

Thank you for your consideration.

Sincerely,

Frederick (Fritz) Kass
General Partner

cc: Carrols Corporation

**MAP OF A SURVEY
OF A PARCEL OF LAND ON THE EAST SIDE OF N.Y.S. RTE 32,
IN THE TOWN OF NEW WINDSOR, ORANGE CO., NEW YORK.**

DENLUCK-HYDE
ENGINEERING & SURVEYING ASSOCIATES P.C.
5 FITZHUGH ST., S. ROCHESTER N.Y.

SCALE; 1 in = 20 ft.

OCTOBER 13, 1978.

WE, DENLUCK-HYDE ASSOCIATES P.C., CERTIFY TO CARROLLS
DEVELOPMENT CORP., THAT THIS MAP WAS MADE FROM AN ACTUAL
SURVEY.

David B. Hyde
DAVID B. HYDE, L.S. 45372

