

Town of Moreau – SITE PLAN REVIEW APPLICATION

Property Location

Address 2 Nolan Rd.

Zoning District C1

Proposed Develop. Name _____

Tax Map ID 49,4-1-7

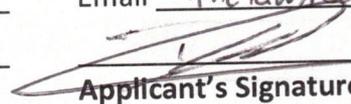
Applicant Information

Name (Print) David Whitbeck

Phone # 518-932-7287

Address 11 Grand St
Glens Falls, NY 12801

Email thelawncareco@outlook.com

 9/10/20
Applicant's Signature Date

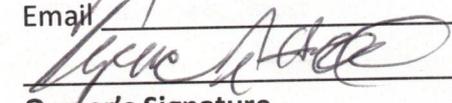
Owner Information

Name (Print) Ty Hall

Phone # 518-361-3140

Address 19 Jacobie Rd
S. Glens Falls, NY 12803

Email _____


Owner's Signature Date

Agent, Architect, or Contractor Information (if applicable)

Name (Print) _____

Phone # _____

Address _____

Email _____

Signature _____ Date _____

Please answer the following questions with as much detail as possible (attach additional sheets as needed)

What are the purchasers/owners intentions: _____

Proposed use(s) of the site: Daily operation of full service landscaping
(installation, design, supply) company

Total site area (Square feet or acres): 1.57 Acres

Current land use of the site (agricultural, commercial, undeveloped, etc.): Commercial

Current condition of the site (buildings, brush, etc.): Roughly 1600 sq ft shop w/1600 sq
ft office space surrounded by trees on 2 sides & road front and

Character of surrounding lands (suburban, agricultural, wetlands, etc.): suburban/commercial

Anticipated increase in number of residents, shoppers, employees, etc. (if applicable): 10-15 employees

Anticipated construction time: 1 mo. Will development be staged? No

Anticipated increase in number of residents, shoppers, employees, etc. (if applicable): _____

The following items, existing and proposed, shall be notated on a stamped and signed survey map.

| Item | Description | Located on Sheet # |
|-----------|--|---------------------------|
| 1. | GENERAL | |
| A. | Title, Name, Address of applicant and person responsible for preparation of drawing | 1 |
| B. | Deed Lease | 2-11 |
| C. | North arrow, Tax Map ID, date prepared and scale (Minimum 1 in. = 50 ft.) | 1 |
| D. | Boundaries Of the property plotted to scale, zoning boundary | 1 |
| E. | Principal structures, accessory structures with exterior dimensions | 1 |
| F. | Site improvements including outdoor storage areas, driveways, parking areas, etc. (must include both existing and proposed) | 1 |
| G. | Setbacks for all structures and improvements | NA |
| H. | Elevations and floor plans of all proposed and affected structures | NA |
| 2. | WATER & SEWER | Located on Sheet # |
| A. | Percolation test location and results | NA |
| B. | Project sewage disposal facilities, design details, & construction details | 1 |
| C. | Separation distances for proposed sewage disposal system to well(s) and bodies of water | APPROXIMATE AREA SHOWN |
| D. | Water supply & septic on adjoining lots with separation distances to existing or proposed on-site water supply and septic | 1 |
| E. | Existing public or private water supply. Method of securing public or private water, location, design and construction of water supply including daily water usage | EXISTING TOWN WATER |
| 3. | PARKING / PERMEABLE AREAS | Located on Sheet # |
| A. | Number of spaces required for project including calculation and justification: existing and proposed | N/A |
| B. | Number of existing parking spaces, number to be removed, number to be maintained and type of surfacing material | 1 |
| C. | Provisions for pedestrian and handicap access and parking: existing and proposed | 1 |
| D. | Design details of ingress, egress, loading areas and cutting: existing and proposed | 1 |
| E. | Traffic patterns of pedestrian and vehicular traffic: existing and proposed | 1 |
| F. | Outdoor lighting, location and design: existing and proposed | 1 |
| G. | Percentage of permeability, percentage of lot coverage | 1 |
| 4. | MISCELLANEOUS | Located on Sheet # |
| A. | Signage: Location, size, type, design and setbacks: existing and proposed | 12-14 |
| B. | Location, design and construction details of all existing and proposed site improvements including: drains, culverts, retaining walls, fences, and hydrants | 15-16 |
| C. | Location and description of vegetation and tree coverage, snow removal areas, and trash receptacles | 1 |

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COMMERCIAL LEASE

THIS LEASE made as of this 1 day of September, 2020, by and between VT RENTALS, LLC, a New York Limited Liability Company having a principal place of business located at 19 Jacobie Road, South Glens Falls, New York 12803(hereinafter referred to as "Landlord") and DAVID WHITBACK, having a principal place of business located at 2 Nolan Road, South Glens Falls, New York 12803 (hereinafter referred to as "Tenant").

WITNESSETH

ARTICLE I
DEMISED PREMISES

Landlord hereby leases and lets to the Tenant, for the term and upon the terms and conditions hereinafter set forth, the following described premises:

1.57 acre parcel located at 2 Nolan Road, South Glens Falls, New York 12803 consisting of an approximately 2212 square feet of office and warehouse commercial space to be rented owned by Landlord (hereinafter "Demised Premises").

Tenant has full access to the Demised Premises and Landlord will provide Tenant with the keys or a security code at no charge to the Tenant.

ARTICLE II
TERM

The term of this Lease shall be for a period of One (1) year commencing on September 1, 2020 and terminating on August 31, 2021.

ARTICLE III
RENT

Tenant covenants to pay basic rent for the Demised Premises in the amount of Two Thousand and 00/100 dollars (\$2,000.00) per month with the first month's rent due September 1, 2020 and payable on the 1st of each month until the Lease Term ends. Tenant agrees to pay a five (5%) percent late fee on any rent payments which are ten (10) or more days late.

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ARTICLE IV
CONDITION OF PREMISES

The Tenant hereby acknowledges that it has had full opportunity to inspect the premises, and on the date of both the signatures to this Lease and commencement of this Lease shall accept the Demised Premises in "AS IS," "WHERE IS" condition as they then exist, free of all warranties either express or implied or as arise by operation of law.

The Tenant agrees to surrender the said Demised Premises at the end of the term to the Landlord in a peaceable manner and in substantially the same condition as of the date of occupancy (reasonable wear and tear excepted). The Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, which such consent shall not be unreasonably withheld or delayed. If the Landlord so approves, any alterations, additions, or improvements made shall be limited to the Demised Premises and shall be constructed in accordance with all applicable laws and regulations and the Tenant shall obtain all necessary permits at its own expense. Tenant will be responsible for and indemnify Landlord for any damages to the Demised Premises or adjoining real property or structures as the result of construction work done by persons employed by Tenant's agents.

Tenant shall, within thirty (30) days after the attachment or any claim of lien, pay and discharge or secure the release from the premises owned by Lesser of any lien or claim of lien arising out of or in connection with construction work by or for the Tenant, and Tenant shall promptly indemnify Landlord from and against all loss, cost, damage, injury or expense in connection with any such lien or claim of lien including, without limitation, reasonable attorney's fees.

Any improvements currently in or on the Demised Premises are the property of the Landlord. Any future improvements in or on the Demised Premises by the Tenant, that are affixed to the Demised Premises or cannot be reasonably removed at the end of the term without damaging the Demised Premises shall be the property of the Landlord.

ARTICLE V
UTILITIES, PARKING LOT AND COMMON AREA MAINTENANCE

Tenant shall pay all utilities associated with the Demised Premises, including heat, air conditioning, water, sewer, gas and electricity, snow removal, garbage removal, lawn care and grounds maintenance and cable, internet and telephone.

ARTICLE VI
REAL ESTATE TAXES

Landlord shall pay the real estate taxes associated with the Demised Premises.

ARTICLE VII
MAINTENANCE AND REPAIRS

Tenant agrees to maintain the Demised Premises in the same condition as it is at the commencement of the term or as it may be improved during the term of this Lease, reasonable wear and tear excepted, and whenever necessary acknowledging that the Demised Premises are in good order. The Tenant shall not permit the Demised Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damage by Tenant, Tenant's employees and agents, Tenant's independent contractors, or Tenant's invitees. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required to do so) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant shall forthwith, on demand, pay to Landlord the cost thereof as an additional charge.

Tenant shall be responsible for all necessary structural repairs to, and/or replacement of, the roof.

Upon reasonable notice to the Tenant, Landlord shall make necessary plumbing, electrical, heating, foundation, exterior walls and any load bearing interior walls pertaining to the Demised Premises, excepting any damage caused by any act, omission, or negligence of Tenant, its employees, agents, independent contractors, or invitees.

ARTICLE VIII
INSURANCE

The Tenant shall carry comprehensive liability insurance, on an occurrence basis, against property damage and bodily injury in the amount of \$2 million combined single limit. Said insurance shall cover without limiting the foregoing, any acts of negligence committed by Tenant, its agents and servants. Such insurance shall insure Landlord as well as Tenant against injury to persons or damage to property as herein provided.

Both parties agree to waive all rights against each other for loss or damage which is paid by their own insurance.

The Tenant further covenants with the Landlord that it shall keep all goods, furnishings, equipment and effects, and all other contents kept on the Demised Premises, adequately insured against damage or loss from fire, storm injury or other casualty.

Notwithstanding the above, the Tenant shall in any and all events indemnify and hold harmless the Landlord for any personal injury and property damage relating to the Demised Premises caused by Tenant, its invitees, employees, or persons hired by Tenant and its agents.

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Tenant shall deposit with Landlord a certificate of insurance at or prior to the commencement of the Lease and thereafter new certificates not later than ten (10) days prior to the expiration of existing policies. Policies shall provide they shall not be canceled without at least ten (10) days written notice to Landlord.

ARTICLE IX
FIRE

If the Demised Premises become substantially damaged by fire to the extent that the Demised Premises are unusable or unfit for its ordinary business by Tenant, then the Tenant may terminate this Lease. Such termination must be exercised in writing within thirty (30) days of the fire which causes the damage, or the Tenant's rights under this paragraph shall be terminated.

ARTICLE X
ASSIGNMENT AND SUBLETTING

Tenant shall not have the right to assign or sublet the Demised Premises in whole or in part without the prior written consent of Landlord.

ARTICLE XI
COVENANTS OF QUIET ENJOYMENT

Landlord agrees that Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises as herein provided, without any manner of hindrance or molestation from Landlord.

Tenant's access to the Demised Premises is not restricted to business hours and Tenant shall have access to the Demised Premises at all times during the term of this Lease.

ARTICLE XII
EMINENT DOMAIN

If the whole or any part of the Demised Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purposes to the extent that such condemnation effects the Tenant's ability to conduct its business on the Demised Premises, then and in that event, the term of this Lease shall, at Tenant's option and upon sixty (60) days written notice to Landlord, cease and terminate from the time when the possession of the part so taken shall be required for such use or purposes. Any and all proceeds of said condemnation shall be the property of the Landlord.

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ARTICLE XIII
SECURITY DEPOSIT

Tenant shall also pay a \$2,000 deposit upon the signing of this Lease.

ARTICLE XIV
RIGHT TO MORTGAGE

It is stipulated and agreed between the Landlord and the Tenant that the Landlord, while this Lease is in effect, shall have the right to mortgage or remortgage the premises upon such terms and conditions as the Landlord may desire, and that any mortgage or mortgages so given shall be a first lien on the land and buildings, superior to the right of the Tenant herein. By execution of this Lease, the Tenant hereby agrees to any and all subordinations required to effect the terms of this paragraph and to cooperate with Landlord and Landlord's mortgagee with respect to same.

ARTICLE XV
INDEMNITY

Tenant will indemnify, defend and hold harmless Landlord, its heirs, successors, assigns, agents, officers, directors, servants, employees, and contractors from and against any damages, liabilities, losses, personal injuries including death, taxes, fines, penalties, property damage, costs, and expenses (including, without limitation, reasonable attorneys fees) of any kind or nature whatsoever (whether or not arising out of third-party claims and including all amounts paid in investigation, defense, or settlement of the foregoing), which arise from Tenant's use of the Demised Premises.

ARTICLE XVI
DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by Tenant if Tenant does not cure said default or breach within five (5) days after notice of same by Landlord.

1. If Tenant, or any successor or assigns of Tenant while in possession, shall file a Petition in Bankruptcy or Insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If voluntary proceedings under any Bankruptcy Law or Insolvency Act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

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3. If Tenant shall fail to pay Landlord any rent or any other financial obligation due pursuant to the terms of this Lease within fifteen (15) days of its due date.
 4. If Tenant shall vacate or abandon the Demised Premises.
 5. If this Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
 6. If Tenant fails to make the payments required in this Lease.
 7. If Tenant breaches any of the other terms or conditions of this Lease.
 8. Any change in use of the Demised Premises by Tenant.

ARTICLE XVII
EFFECT OF DEFAULT

In the event of any default hereunder, the rights of Landlord shall be as follows:

1. Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Demised Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.
2. At any time after five (5) days written notice of any uncured default, Landlord may re-enter the premises immediately and remove the property and personalty of Tenant, and store the property in a public warehouse or at a place selected by Landlord, at the expense of the Tenant. After re-entry, Landlord may terminate the Lease on giving fifteen (15) days written notice of termination to Tenant. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the premises for the remainder of the Lease term, which sum shall be immediately due Landlord from Tenant.
3. After re-entry, Landlord may relet the premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Landlord may choose. Landlord may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:
 - (a) In addition to Tenant's liability to Landlord for breach of the Lease, Tenant shall be liable for all expenses of the reletting and for the difference between the rent received by Landlord under the new Lease and

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the rent installments that are due for the same period under this Lease.

- (b) Landlord shall have the right, but shall not be required, to apply the rent received from re-letting the premises to:
 1. Reduce the indebtedness for rent.
 2. Expenses of the reletting.
 3. Rent due or other charges under the Lease.
 4. Payment of future rent under this Lease as it becomes due.

If the new Tenant does not pay a rent installment promptly to Landlord, and the rent installment has been credited in advance of payment to the indebtedness of Tenant other than rent, or if rentals from the new Tenant have been otherwise applied by Landlord as provided for herein and during any rent installment period are less than the rent payable for the corresponding installment period under this Lease, Tenant shall pay Landlord the deficiency, separately for each rent installment deficiency period, and before the end of that period. Landlord may at any time after a reletting terminate the Lease for the breach on which Landlord had based the re-entry and subsequently re-let the premises.

Landlord must attempt to mitigate damages caused by Tenant's default or breach by making reasonable efforts to re-let the Demised Premises.

ARTICLE XVIII
Landlord'S ACCESS TO PREMISES

Tenant shall permit Landlord or Landlord's agents to enter the Demised Premises at all reasonable hours upon reasonable notice to inspect the premises or make repairs that Tenant may neglect or refuse to make in accordance with the provisions of this Lease. The Landlord, its agents, employees and others acting on Landlord's behalf, shall have the right to enter upon the Demised Premises as necessary for the construction, maintenance and repair of other leased premises within the building and any services affecting those premises upon notice to Tenant. Said entry shall be in a reasonable manner so as not to disrupt Tenant's business. Landlord shall also have access to the Demised Premises to construct, maintain or repair utilities that affect the premises herein demised or that affect any other portion of the building.

In the specific case of showing the Demised Premises for sale in connection with the sale, Landlord may show the Demised Premises to persons interested in purchasing upon twenty-four (24) hours advance notice and in a reasonable manner so as not to disrupt Tenant's business.

In the specific case of showing the Demised Premises for lease, at any time within sixty (60) days prior to expiration of the term of this lease, or the termination of this lease, Landlord may show the premises to persons wishing to lease the premises upon twenty-four (24) hours

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advance notice and in a reasonable manner so as not to disrupt Tenant's business.

ARTICLE XIX
USE OF PARKING LOT and SIGNAGE

Tenant shall be permitted to use the parking lot located at the Demised Premises for Tenant's usual and customary business practices.

Tenant recognizes and understands that the parking lot located at the Demised Premises is used by Landlord and/or by other businesses and is not patrolled, policed or otherwise monitored for the purpose of providing parking spaces to the Demised Premises or any other business operating out of the Demised Premises. Parking spaces for employees, customers or other invitees for any business operating out of Demised Premises are available on a first come first serve basis.

Tenant shall not place any sign at the property without the Landlord's prior written consent.

ARTICLE XX
NOTICE

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein.

ARTICLE XXI
LAWS GOVERNING

The parties agree that the laws of the State of New York will govern all disputes under this Lease, and determine all rights hereunder and venue for any dispute under this Lease shall be Saratoga County, New York.

ARTICLE XXII
MERGER

This Lease contains all terms and conditions agreed upon by the parties hereto, and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided however that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

ARTICLE XXIII
INJURY CAUSED BY THIRD PARTY

To the maximum extent this Lease may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons, other than Landlord.

ARTICLE XXIV
WAIVER

Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Landlord or Tenant respectively of any of the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

ARTICLE XXV
DAMAGES

In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages suffered by Tenant from any cause whatsoever.

ARTICLE XXVI
PERMITTED USES

It is understood and agreed that Tenant's use of the Demised Premises is limited to a landscaping business.

ARTICLE XXVII
SEVERABILITY

If any terms of this Lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

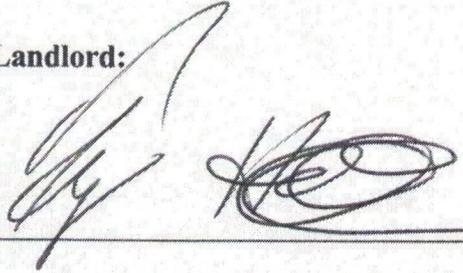
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ARTICLE XXVIII
TIME OF ESSENCE

Both parties agree that time is considered to be "of the essence" throughout this Lease.

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

Landlord:



Tenant:



Copy

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TOWN OF MOREAU SIGN PERMIT APPLICATION

Location Information
 Job Site Address 2 Nolan Rd Tax Map ID# 49.4-1-7
 Total Cost of Work \$ N/A Zoning District C1

Property Owner Information
 Owner's Name Ty Hall Phone # 518-361-3140
 Address 19 Jacobie Rd Email 3613140@gmail.com
S. Glens Falls, NY 12803
 Owner's Signature [Signature] Date _____

Applicant Information (if applicable)
 Applicant David Whitbeck Phone # 518-932-7287
 Address 2 Nolan Rd South Glens Falls Email thelawncareco@outlook.com
NY 12803
 Applicant's Signature [Signature] Date 9-19-20

CONTRACTOR INFORMATION (if applicable)
 Applicant _____ Phone # _____
 Address _____ Email _____
 Contractor's Signature _____ Date _____

Person responsible for Code Compliance: David Whitbeck
 Name (Print)

Official Use Only

Received: _____ Issued on: _____ Permit #: _____

Permit Fee: **\$ 50.00** Authorized Size: _____ sq. ft. Height: _____

Building Inspector: _____ Date Approved: _____

Copy

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TOWN OF MOREAU SIGN INFORMATION

| | | | |
|---|-----------------------|---|-------------|
| Application for: | New _____ | Modification to Existing Sign <u>X</u> | |
| Type of Sign: | Freestanding <u>X</u> | Wall _____ | Other _____ |
| Square Footage of Proposed Sign | 24 | | |
| Size of Sign (Length x Width) | 6' x 4' | | |
| Setbacks: | | | |
| Front: | 6' property line rt 9 | | |
| Sides: | 30' prop. line corner | | |
| Rear: | | | |
| Height: | 10' | | |
| Proposed Sign Message: | | | |
| PHONE # | | | |
| TLC co logo Landscaping, Lawn Care, Snow removal | | | |
| Identify Location, Size, and Type of all existing signs: | | | |
| SEE ATTACHED DOCUMENTS #1 + #2 | | Sign will be made from PVC Board with vinyl lettering | |

I affirm that, the information I've given on this application is correct and complete and I understand that the Town will rely on this information in making its decision

Applicant Name (print): David Whitbeck

Applicant Name (signed): 

| | | | | | |
|--------------------------|------|------|-----|------|--------------|
| OFFICIAL USE ONLY | | | | | |
| Comments: | | | | | |
| | | | | | |
| | | | | | |
| Inspections: | Pass | Fail | N/A | Date | Inspected By |
| Footing | | | | | |
| Final | | | | | |
| Electrical | | | | | |

LANDSCAPING - LAWN CARE SNOW REMOVAL



David Whitbeck
The Lawn Care Co
2 Nolan Rd
S. Glens Falls, NY 12803

COPY 15
TOWN OF MOREAU FENCE PERMIT APPLICATION

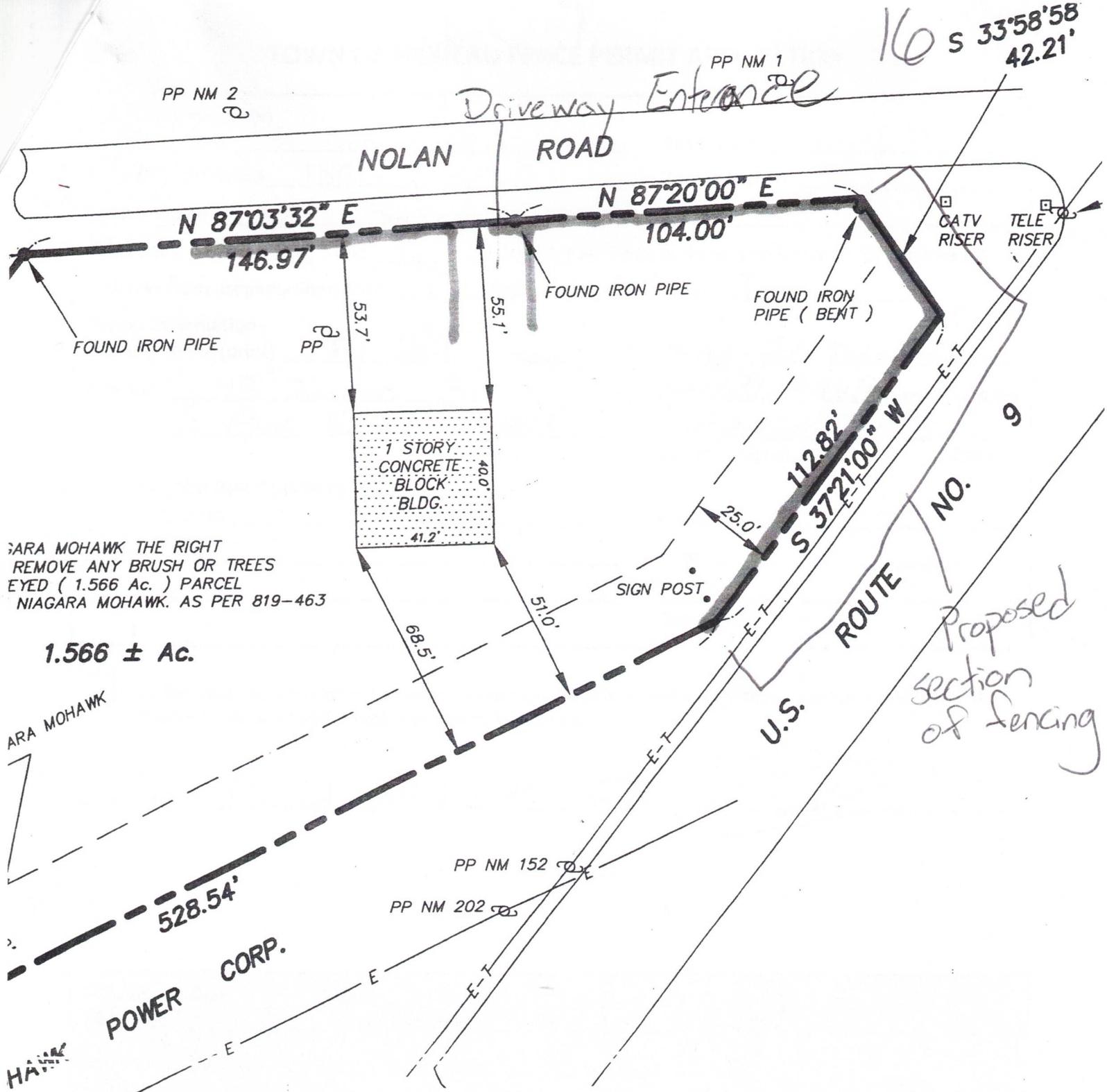
| | |
|--|---|
| Location Information | |
| Job Site Address <u>2 Nolan Rd</u> | Tax Map ID <u>49.4-1-7</u> |
| Total Cost of Work \$ <u>1500</u> | Zoning District <u>C1</u> |
| Type of Fence <u>Split Rail</u> | Height <u>4'</u> |
| Corner Lot Yes <u>X</u> No _____ (There are two fronts and two side setbacks for a corner lot) | |
| Setbacks from property lines: Front <u>1'</u> Back _____ | Sides <u>2</u> |
| Owner Information | |
| Owner's Name (print) <u>Ty Hall</u> | Phone # <u>818-361-3140</u> |
| Address <u>19 Jacobie Rd</u> | Email <u>3613140@gmail.com</u> |
| <u>S. Glens Falls, NY 12803</u> | Owner's Signature <u>[Signature]</u> Date _____ |
| CONTRACTOR INFORMATION (if applicable) | |
| Applicant (print) _____ | Phone # _____ |
| Address _____ | Email _____ |
| _____ | Signature _____ Date _____ |

I affirm that, the information I've given on this application is correct and complete and I understand that the Town will rely on this information in making its decision.

Applicant Name (print): David Whitbeck

Applicant Name (signed): [Signature]

| | | |
|----------------------------|----------------------|-----------------|
| Official Use Only | | |
| Received: _____ | Issued on: _____ | Permit #: _____ |
| Permit Fee: \$25.00 | Expires on: _____ | |
| Building Inspector: _____ | Date Approved: _____ | |



NIAGARA MOHAWK THE RIGHT REMOVE ANY BRUSH OR TREES EYED (1.566 Ac.) PARCEL NIAGARA MOHAWK. AS PER 819-463

1.566 ± Ac.

NIAGARA MOHAWK

HA... POWER CORP.

Subject, however, to the covenant running with the land and binding upon the party of the second assigns, that no buildings shall be erected upon the lands above described within twenty-five (25) feet between the lands above described and the remaining lands of the party of the first part as per L. 819 P. 463.

Reserving to Niagara Mohawk, its successors and assigns, the right to cut, trim and remove any trees upon the lands hereby conveyed which may, in the opinion of the party of the first part, its successors and assigns, interfere with or be likely to interfere with the operation of any electric transmission line hereafter erected upon the adjoining lands of the party of the first part or within the limits of the said premises as per L. 819 P. 463.

Reserving, also, unto the party of the first part, its successors and assigns, all electric utility lines located within the limits of the highway abutting the lands above described as per L. 819 P. 463.

CERTIFICATION

WILLIAM T. HALL, CHICAGO TITLE AND BANK NORTH, N.A. ITS SUCCESSORS

MAP OF SURVEY

**TOWN OF MOREAU
AUTHORIZATION
" TO ACT AS AGENT FOR "**

I, Ty Hall, owner of the premises located at,
(print name)
2 Nolan Road
(street address)

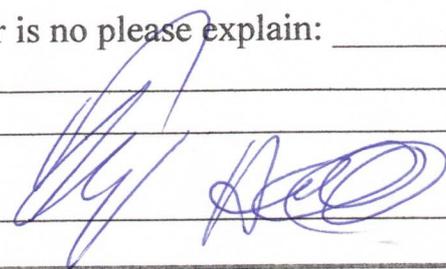
Tax Map Number 49.4-1-7 hereby authorize
DAVE WHITEBECK to act as my agent regarding
(print name)

an application for : Site Plan Review | VT Rentals
(Subdivision - Site Plan Review - Variance - Special Permit)
(Building Permit Application)

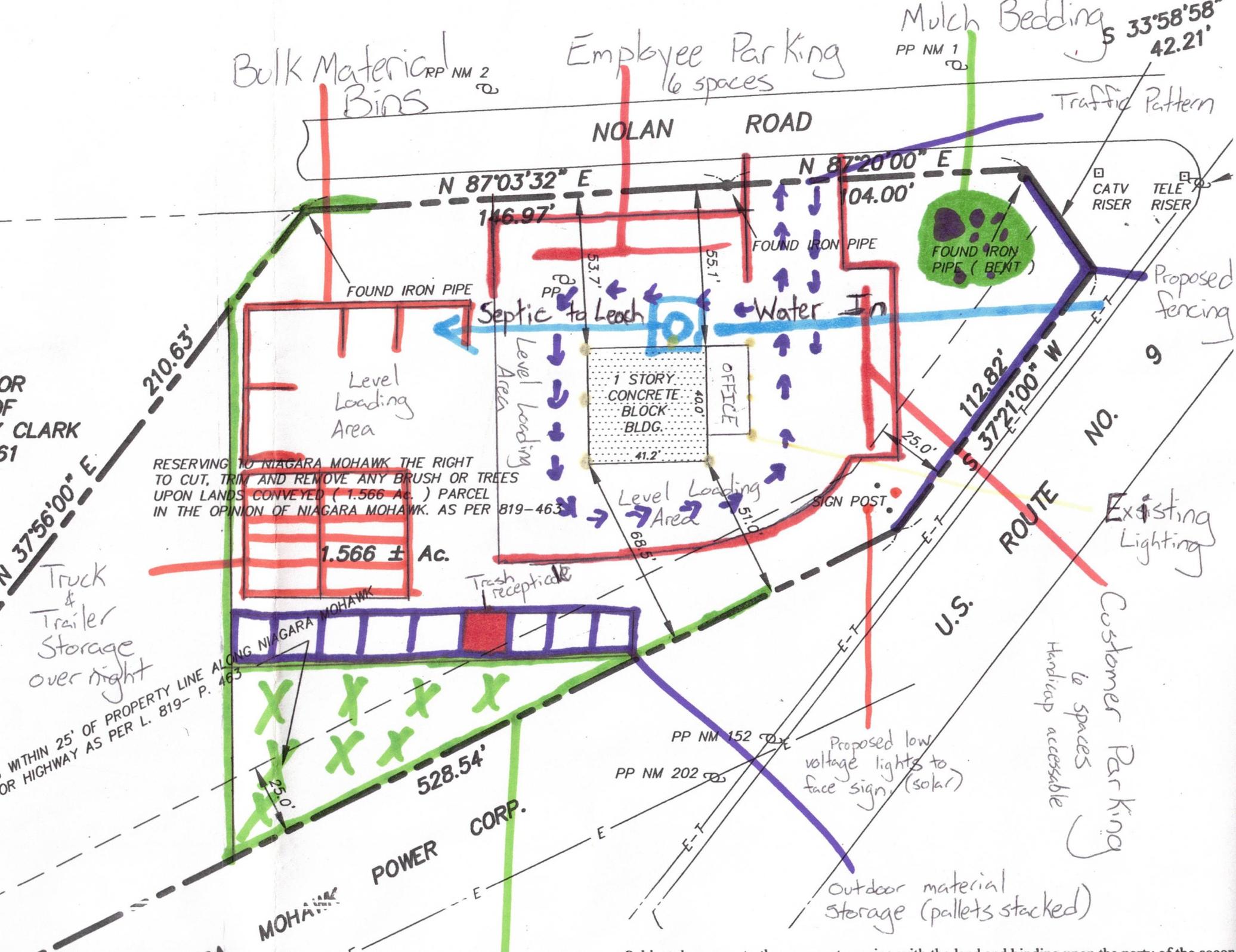
of the above premises.

Does the above parcel represent the owner's entire contiguous holding?
 Yes No

If your answer is no please explain: _____

Signature : 

| | |
|---|---|
| <p>JILL BENNETT Notary Public, State of New York Saratoga County #01BE6377939 Commission Expires July 16, 20<u>22</u></p> | <p>Sworn to me before this <u>4</u> day of <u>September</u>, 20<u>20</u>. <u>Jill Bennett</u> Notary Public</p> |
|---|---|



Bulk Material Bins RP NM 2

Employee Parking 6 spaces

Mulch Bedding \$ 33'58'58" 42.21'

NOLAN ROAD

Traffic Pattern

N 87°03'32" E 116.97'

N 87°20'00" E 104.00'

CATV RISER TELE RISER

FOUND IRON PIPE

FOUND IRON PIPE

FOUND IRON PIPE (BENT)

Septic to Leach

Water In

Proposed fencing

Level Loading Area

1 STORY CONCRETE BLOCK BLDG. OFFICE

112.82' 37°21'00" W

OR OF CLARK 51

RESERVING TO NIAGARA MOHAWK THE RIGHT TO CUT, TRIM AND REMOVE ANY BRUSH OR TREES UPON LANDS CONVEYED (1.566 Ac.) PARCEL IN THE OPINION OF NIAGARA MOHAWK. AS PER 819-463

1.566 ± Ac.

Level Loading Area

SIGN POST

Existing Lighting

Truck & Trailer Storage over night

Trash receptacle

U.S. ROUTE NO. 9

Customer Parking to spaces Handicap accessible

WITHIN 25' OF PROPERTY LINE ALONG NIAGARA MOHAWK OR HIGHWAY AS PER L. 819- P. 463

PP NM 152

Proposed low voltage lights to face sign. (solar)

PP NM 202

Outdoor material storage (pallets stacked)

POWER CORP.

MOHAWK

528.54'

N 37°56'00" E 210.63'