

**VILLAGE OF CORNWALL-ON-HUDSON
PLANNING BOARD
TUESDAY JULY 15, 2014 - 7:00 P.M.**

Present Were:

Lee Murphy
Jeffrey Small, Chairperson
MaryAnne O'Dell
Vishwa Chaudry
Wynn Klosky

Also Present:

Village Engineer
Joe McKay, Attorney
Kristen Boyle, Recording Secretary

The meeting was called to order by Mr. Small at 7 pm.

CONTINUATION OF PUBLIC HEARING

Sciple-Kiefer-Bayview Ave- Continuing discussion and possible approval of this property is a 2.68+ acre parcel with one existing residence. The proposal is to subdivide 1a 1.7+ acre vacant parcel upon which a new residence is to be constructed. The property is known as Tax Map Section 112 Block 1 Lot 16.2 with a sliver of land known as Section 112 Block 1 Lot 15.1. The property is in the View Preservation Overlay District. Access for the new lot is proposed to be over Mountain House Lane, a private road.

Mr. Small advised the Public Hearing was kept open. There was a thought about possibly donating the land.

The applicants' attorney advised that no one can be forced to take the property. The applicant has no issue in donating the land as long as the non profit would restore the home on the land as that is how it was originally offered to the Historical Society.

Mr. Small advised that donating the land is not a condition it was just a what if.

Mr. Murphy states the property owners are putting a stipulation on this that the park owners

would likely not accept. This is a non offer.

Ms. O'Dell stated that is something between the property owners and the non profit.

Mr. Small advised that the Land Trust doesn't likely want to maintain a home. In the meantime the sub division has to be dealt with.

The Village Attorney advised that the Board can impose restrictions on the road. The driveway agreement is old and will need to be looked at and involve all parties in it.

Mr. Small advised that he met with the Fire Dept and they felt the road is workable if an area were added to allow the trucks to get past each other up the hill.

Mr. Murphy feels the Zoning Board should know that there is an option to create a driveway with curb cuts. Also he feels the engineer should go back to the client to see what plan they want to use.

There was a lengthy conversation regarding the two plans and the accesses to both.

The applicants' attorney advised he will speak with his clients to see which plan they wish to use.

18 Church St- Applicant is showing rendering of house that might be built on the subdivided lot.

The Village attorney advised that a declaration will be required in order to protect the back lot to not have more than four lots. This declaration is to the benefit of the village, where the Village Board would have to sign off on any changes to the lot.

There was a discussion regarding the Zoning Board variance for the roadway.

Mr. Whalen showed the drawing of the home that will likely be built on the property.

Mr. Small advised he would like to see a bit more landscaping to it.

MINUTES

JUNE 2014- A motion was made Ms.Klosky to approve the minutes as corrected by and seconded by Ms. O'Dell. All voted in favor.

With no further business to come before the board the meeting was adjourned at 8:50 pm with a motion by Mr.Murphy and a second by Ms. Klosky and all voted in favor.

Respectfully submitted,
Kristen Boyle
Recording Secretary

DECLARATION OF RESTRICTIONS

THIS DECLARATION MADE the 3 day of September, 2014 by HALF MOON RIDGE REALTY, LLC, 205 Hudson Street, Cornwall-on-Hudson, New York 12520 (hereinafter "HALF MOON") imposes a restriction on the property owned by HALF MOON in the Village of Cornwall-on-Hudson, Town of Cornwall, County of Orange, State of New York and appearing on the Tax Maps of the Village as Section 104 Block 1 Lot 65.2 (hereinafter the "PROPERTY").

HALF MOON HEREBY declares that the PROPERTY shall be developed to no more than four (4) residential lots, if the same are approved by the Village of Cornwall-on-Hudson Planning Board.

HALF MOON declares that this restriction shall run with the land and shall bind the declarant, and its successors and assigns.

HALF MOON declares further that this restriction shall be recorded in the Office of the Clerk of the County of Orange.

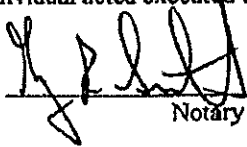
Dated: September 3, 2014

HALF MOON RIDGE REALTY, LLC

By: Thomas Whalen, Managing Member
Thomas Whalen, Managing Member

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

On the 3rd day of September, 2014, before me, the undersigned, a notary public in and for said state, personally appeared THOMAS WHALEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.



Notary Public

GARY R. SMITH
Notary Public, State of New York
Registration No. 01SM4809372
Qualified in Orange County
Commission Expires June 30, 2018

PRIVATE RIGHT OF WAY AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made the 25th day of July, 2014 between EIGHTEEN CHURCH STREET COH, LLC, (hereafter referred to "EIGHTEEN") with an address of 205 Hudson Street, Cornwall-on-Hudson, New York 12520 and HALF MOON RIDGE REALTY, LLC (hereafter referred to as "HALF MOON") with an address of 205 Hudson Street, Cornwall-on-Hudson, New York 12520.

WITNESSETH

WHEREAS, EIGHTEEN is the owner of certain premises in the Village of Cornwall-on-Hudson, County of Orange, State of New York designated on the Town of Cornwall Tax Map as Section 104, Block 1, Lot 18 (hereinafter referred to as "Lot 18"); and

WHEREAS, HALF MOON is the owner of certain premises in the Village of Cornwall-on-Hudson, County of Orange, State of New York designated on the Town of Cornwall Tax Map as Section 104, Block 1, Lot 65 (hereinafter referred to as "Lot 65"); and

WHEREAS, presently located on said lands of EIGHTEEN as shown on a map entitled "Plat of Proposed 2 Lot Subdivision of Lands of Eighteen Church Street, LLC", which map will be filed in the office of the Orange County Clerk, is a Right of Way as described in Schedule A (Description of Easement & R.O.W. over Lot 1 of Lands of Eighteen Church Street COH, LLC benefitting Lot 2 of Lands of Eighteen Church Street COH, LLC) and Schedule B (Description of Easement & R.O.W. over Lots 1 & 2 of Lands of Eighteen Church Street COH, LLC benefitting Lands of Half Moon Ridge Realty, LLC) attached hereto. Said Right of Way is to be utilized for purposes of ingress and egress and utilities for the aforesaid Lot 18 and Lot 65 and any subdivided portions thereof; and

WHEREAS, it is in the best interest of the present and future OWNERS of Lots 18 and 65 (hereinafter referred to as "OWNERS" as shown on said proposed Map to have an agreement concerning the use and maintenance of said Right of Way; and

WHEREAS, all the parties to this Road Maintenance Agreement and their successors in interest will have the right of use of said Right of Way together with the obligations by virtue of their ownership of the aforementioned lots.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, it is agreed between the parties as follows:

1. The parties, their heirs, distributees, successors and assigns as OWNERS shall have the joint, equal and mutual right to use the Right of Way, for all ordinary purposes of ingress, egress and for utilities and for their mutual convenience and benefit forever.

2. The cost of all improvements and maintenance upon said private common roadway shall be shared with the OWNERS each being responsible for one-half (1/2) of the costs and expenses.

3. The word "maintenance" shall be defined as all costs and expenses in connection with said private common roadway including the cost of snow removal, sweeping, blacktopping, regravelling, filling in of holes, and all those items necessary so as to make it convenient and safe for the owners and invitees of the aforesaid lots to use said Right of Way.

4. The parties, on behalf of themselves, their heirs or assigns, covenant and agree that they will share in the proportion of the cost and expenses of all improvements and maintenance of the Right of Way. The parties further agree that for purposes of sharing said maintenance cost and expenses each newly constructed and or future residence or commercial building constructed on any lot or part thereof shall bear a portion of such maintenance costs after the time of its completion in the proportion established by the then OWNERS for any new lots created from Lot 18 and Lot 65, which proportion shall be a percentage of the costs and expenses for which the OWNERS is responsible pursuant to Clause "2" herein. Notwithstanding, at all times the lot owners shall be responsible for their share of said costs.

5. All decisions for improvements and/or maintenance of the Right of Way shall be made by the OWNERS. Each property owner shall assist, and shall pay his or her, or their, or its, proportionate share of such costs immediately upon demand thereof.

In the event that any lot owner shall fail to pay his, her, its or their share of the repair and maintenance charges within thirty (30) days of the due date for the same, the lot owner shall be in default and shall be obligated to pay interest at the rate of twelve (12%) percent per annum on the unpaid charges, together with all expenses, including reasonable attorney's fees, incurred to collect same whether or not any legal proceeding is commenced. All sums payable pursuant to this Agreement shall constitute a lien affecting title to that lot.

In addition to the foregoing, each lot owner agrees to indemnify and hold the other lot owners harmless from any and all liability for injury or damage when such injury or damage shall result from, arise out of, or be attributable to any maintenance or snow plowing conducted pursuant to this agreement.

6. The parties agree that in any and all deeds which they shall make for lands fronting on said Right of Way or in any deeds for lands having right of way rights over said Right of Way, they will bind the land so conveyed to pay its proportionate cost as provided herein of all future repairs, maintenance or improvement of said Right of Way. Notwithstanding, the failure to so bind the lot owners in any future Deeds shall not affect the validity of this document which shall be binding upon all of the lots in perpetuity.

7. The lot owners hereby represent that at the present time a usable Right of Way exists for ingress and egress which must accommodate and support a 75,000 lbs. of firetruck as conditioned by the Village of Cornwall-on-Hudson Zoning Board of Appeals.

8. No lot owner shall obstruct the Right of Way in any fashion.

9. If the Right of Way ever becomes a Village street, the Agreement shall become null and

void.

10. This agreement shall be recorded; shall be deemed to be a covenant running with the land and shall be binding upon all of the parties hereto and their heirs, distributees, successors and assigns.

EIGHTEEN CHURCH STREET, LLC

BY: Thomas Whalen
THOMAS WHALEN, Member

HALF MOON RIDGE REALTY, LLC

BY: Thomas Whalen
THOMAS WHALEN, Member

BY: Jack Burns MEMBER
JACK BURNS, Member

STATE OF NEW YORK : COUNTY OF ORANGE

On July 15, 2014 before me, the undersigned, a Notary Public in and for the State, personally appeared THOMAS WHALEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Gary R. Smith
Notary Public
My Commission Expires: July 30, 2016

GARY R. SMITH
Notary Public, State of New York
Registration No. 015M480372
Qualified in Orange County
Commission Expires June 30, 2016

STATE OF NEW YORK : COUNTY OF ORANGE

On July 15, 2014 before me, the undersigned, a Notary Public in and for the State, personally appeared THOMAS WHALEN AND JACK BURNS, personally known to me or proved to be me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Gary R. Smith
Notary Public
My Commission Expires: July 30, 2016

GARY R. SMITH
Notary Public, State of New York
Registration No. 015M480372
Qualified in Orange County
Commission Expires June 30, 2016

Schedule "A"

STEVEN P. DRABICK, P.L.S., PC
P O BOX 539
CORNWALL, NY 12518

Professional Land Surveyor

845-534-2208

**DESCRIPTION OF EASEMENT & R.O.W. OVER LOT 1 OF LANDS OF EIGHTEEN
CHURCH STREET COH, LLC BENEFITTING LOT 2 OF LANDS OF EIGHTEEN
CHURCH STREET COH, LLC**

GRANT of easement and right of way for all purposes of ingress, egress and utilities over, across and through Lot 1 as shown on a map entitled "Plat Of Proposed 2 Lot Subdivision Of Lands Of Eighteen Church Street COH, LLC", situate, lying, and being in the Village of Cornwall-on-Hudson, County of Orange and State of New York bounded and described as follows:

BEGINNING at a point marked by an angle iron found in the southeasterly line of Church Street at the most westerly corner of the afore-mentioned Lot 1, said point of beginning also being the most northerly corner of lands now or formerly of Fulton, Liber 3850, Page 105;

THENCE North 45 degrees 46 minutes 58 seconds East for a distance of 44.47 feet along the southeasterly line of Church Street to a point;

THENCE South 71 degrees 25 minutes 32 seconds East for a distance of 172.56 feet through Lot 1, being lands of Eighteen Church Street COH, LLC to a point at the division line of Lot 1 and Lot 2;

THENCE South 29 degrees 26 minutes 48 seconds West for a distance of 32.62 feet along said division to a point in the northerly bounds of the aforementioned lands of Fulton and being the most southerly corner of Lot 1;

THENCE North 73 degrees 43 minutes 49 seconds West for a distance of 186.89 feet along the northerly bounds of lands of Fulton and being the southerly line of Lot 1 to the POINT OR PLACE OF BEGINNING.

Together with and subject to covenants, and restrictions of record.

Schedule "B"

STEVEN P. DRABICK, P.L.S., PC
P O BOX 539
CORNWALL, NY 12518

Professional Land Surveyor

845-534-2208

**DESCRIPTION OF EASEMENT & R.O.W. OVER LOTS 1 & 2 OF LANDS OF
EIGHTEEN CHURCH STREET COH, LLC BENEFITING LANDS OF HALF MOON
RIDGE REALTY, LLC**

GRANT of easement and right of way for all purposes of ingress, egress and utilities over, across and through Lots 1 & 2 as shown on a map entitled "Plat Of Proposed 2 Lot Subdivision Of Lands Of Eighteen Church Street COH, LLC", situate, lying, and being in the Village of Cornwall-on-Hudson, County of Orange and State of New York bounded and described as follows:

BEGINNING at a point marked by an angle iron found in the southeasterly line of Church Street at the most westerly corner of the afore-mentioned Lot 1, said point of beginning also being the most northerly corner of lands now or formerly of Fulton, Liber 3850, Page 105;

THENCE North 45 degrees 46 minutes 58 seconds East for a distance of 44.47 feet along the southeasterly line of Church Street to a point;

THENCE South 71 degrees 25 minutes 32 seconds East for a distance of 273.17 feet through Lot 1 and Lot 2 of said map, being lands now or formerly of Eighteen Church Street COH, LLC to a point;

THENCE along a curve to the left having a radius of 50.00 feet and an arc length of 62.79 feet, being subtended by a chord of North 72 degrees 35 minutes 47 seconds East for a distance of 58.75 feet through Lot 2 and lands of the same to a point in the northwesterly bounds of lands now or formerly of Half Moon Ridge Realty, LLC, Liber 13454, Page 429 as shown on a map entitled "Amended Plat Of Lot Line Change & Expansion Of Easement & R.O.W. Of Lands Of W & B Realty, LLC And Half Moon Ridge Realty, LLC", filed in the Orange County Clerk's Office on November 28, 2012 as map #329-12;

THENCE South 36 degrees 37 minutes 05 seconds West for a distance of 64.30 feet along the northwesterly bounds of said lands of Half Moon Ridge Realty, LLC to a point at the most southerly corner of Lot 2 and also being the most easterly corner of the afore-mentioned lands of Fulton;

THENCE North 73 degrees 43 minutes 49 seconds West for a distance of 321.39 feet along the northerly bounds of lands of Fulton and being along the southerly line of Lot 2 and Lot 1 to the POINT OR PLACE OF BEGINNING.

Together with and subject to covenants and restrictions of record.