



Village/Town of Mount Kisco Building Department  
104 Main Street  
Mount Kisco, New York 10549  
Ph. (914) 864-0019-fax (914) 864-1085

MEMORANDUM

March 2, 2022

Thomas O. Bellantoni  
32 Valley View Terrace  
Mount Kisco, NY 10549

RECEIVED

MAR 28 2022

Re: Notice of Denial  
32 Valley View Terrace  
Mount Kisco, NY 10549  
(SBL) 69.67-1-20

Zoning Board of Appeals  
Village/Town of Mount Kisco

Dear Mr. Bellantoni,

Your recent Building permit application for the proposed construction of a second floor addition above your garage has been denied for the following reasons:

*Pursuant to Chapter 110-35 (D) Noncomplying buildings and structures may not be enlarged without a variance being obtained from the Zoning Board of Appeals pursuant to this chapter. No building or structure which is noncomplying with respect to applicable developmental regulations (by illustration, but not by limitation, height, setbacks, building and development coverage, lot area or lot width) shall be enlarged or altered in such a manner as to increase any such noncompliance or so as to enlarge or increase the area of such building or structure, including but not limited to the alteration of roof or floor levels or the addition of area above, below or adjacent to such noncomplying building or structure.*

1. The property is located within the RS-6 (Medium-Density One-Family Residence) Zoning District where the required side yard setback for a lot with a width greater than 60 feet and less than 70 feet is 8 feet with a total of 18 feet for both side yards. The existing property is 65 feet wide and the residence is located 8.5 feet from both the north and south side yard property line(s) for a total of 17 feet. Therefore; a 1 ft. combined side yard setback variance is required as per §110-10 C (1) (f) [3] [b] of the Village/Town of Mount Kisco Code.

*You have the right to appeal this decision within 60 days.*

Sincerely,

Peter J. Miley,  
Building Inspector

/pat

# K.G.D. DESIGNS, Inc.

March 3, 2022

Village/Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549

RECEIVED

MAR 28 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

Notice of intent to appeal for;  
An addition to the residence at 32 Valley View Terrace Mount Kisco, NY 10549

Attn: Chairman of the Zoning Board of Appeals

We hereby appeal the denial for a building permit from the Building Inspector's letter dated March 2, 2022 for SBL 69.67-1-20 for a 2<sup>nd</sup> floor addition to the existing house.

We would like to be added to the agenda for a public hearing on the matter.

Project:

We are proposing to add a second story addition above the existing garage and will come no closer to the south side yard than the existing structure which is at 8.3 feet from the property line. Our hardship is that the other existing side yard setback on the North side is existing at 8.4 feet from the other side yard and therefor the two sides combined are 16.7 which is short of the required 18-foot total required by zoning by 1.3 feet.

Variance Requested:

We need a reduction of the total required side yards from 18 feet to 16.7 feet.

Please feel free to contact us with any questions or concerns.

Respectfully Submitted,



Kevin G. Desharnais; Principal- KGD Designs, Inc.

pd 130.00  
cl # 1231  
res # 28662

RECEIVED

Date: \_\_\_\_\_

MAR 28 2022

Case No.: ZBA 22.3

Fee: \_\_\_\_\_

Zoning Board of Appeals  
Village/Town of Mount Kisco

Date Filed: \_\_\_\_\_

Village/Town of Mount Kisco  
Municipal Building  
104 Main Street, Mt. Kisco, NY 10549

**Zoning Board of Appeals  
Application**

Appellant: THOMAS O. BELLANTONI  
Address: 32 VALLEY VIEW TERRACE  
Address of subject property (if different): \_\_\_\_\_

Appellant's relationship to subject property: ☒ Owner \_\_\_\_\_ Lessee \_\_\_\_\_ Other \_\_\_\_\_

Property owner (if different): \_\_\_\_\_  
Address: \_\_\_\_\_

TO THE CHAIRMAN, ZONING BOARD OF APPEALS: An appeal is hereby taken  
from the decision of the Building Inspector, PETER J. MILEY  
dated 3/2/22. Application is hereby made for the following:

\_\_\_\_\_ Variation or \_\_\_\_\_ Interpretation of Section 110-10C (1) (f) [3] [b]  
of the Code of the Village/Town of Mount Kisco,

to permit the: \_\_\_\_\_ Erection; ☒ Alteration; \_\_\_\_\_ Conversion; \_\_\_\_\_ Maintenance  
of ADDING 2ND STORY ABOVE THE GARAGE

\_\_\_\_\_ in accordance with plans filed on (date) 3/2/22  
for Property ID # 69.67-1-20 located in the RS-6 Zoning District.  
The subject premises is situated on the EAST side of (street) 32 VALLEY  
VIEW TERRACE in the Village/Town of Mount Kisco, County of Westchester, NY.  
Does property face on two different public streets? Yes/No NO  
(If on two streets, give both street names) \_\_\_\_\_

Type of Variance sought: \_\_\_\_\_ Use ☒ Area \_\_\_\_\_

Is the appellant before the Planning Board of the Village of Mount Kisco with regard to this property? YES

Is there an approved site plan for this property? YES in connection with a  
\_\_\_\_ Proposed or X Existing building; erected (yr.) 1955

Size of Lot: 65 feet wide 140 feet deep Area 9151

Size of Building: at street level 48.15 feet wide 28.2 feet deep

Height of building: 24 FEET Present use of building: ONE  
FAMILY RESIDENCE

Does this building contain a nonconforming use? NO Please identify and explain: \_\_\_\_\_

Is this building classified as a non-complying use? NO Please identify and explain: \_\_\_\_\_

Has any previous application or appeal been filed with this Board for these premises?  
Yes/No? NO

Was a variance ever granted for this property? NO If so, please identify and explain: \_\_\_\_\_

Are there any violations pending against this property? NO If so, please identify and explain: \_\_\_\_\_

Has a Work Stop Order or Appearance Ticket been served relative to this matter?  
\_\_\_\_ Yes or X No Date of Issue: \_\_\_\_\_

Have you inquired of the Village Clerk whether there is a petition pending to change the subject zoning district or regulations? NO



**I submit the following attached documents, drawings, photographs and any other items listed as evidence and support and to be part of this application:**

**The following items MUST be submitted:**

- ✓ a) Attached hereto is a copy of the order or decision (Notice of Denial) issued by the Building Inspector or duly authorized administrative official issued on 3/2/22 upon which this application is based.
- ✓ b) Copy of notice to the administrative official that I have appealed, setting forth the grounds of appeal and have requested the application to be scheduled for a public hearing.
- ✓ c) A typewritten statement of the principal points (facts and circumstances) on which I base my application with a description of the proposed work.
- d) Ten (10) sets of site plans, plat or as-built survey drawings professionally signed and sealed (as may be required).
- ✓ e) A block diagram with street names, block and lot numbers, and street frontage showing all property affected within 300' of the subject property, with a North point of the compass indicated.
- ✓ f) A full list of names and addresses of the owners of all property shown on the above noted block diagram that lie within or tangent to the 300' radius from the subject property.
- ✓ g) A copy of the Public Notice for the public hearing of this application.
- ✓ h) A sworn Affidavit of Mailing, duly notarized, that a true copy of said Public Notice has been sent by mail to all property owners within 300 feet of this premises at least 10 days prior to the public hearing.

**NOTE: APPLICANT MUST CAUSE A TRUE COPY OF THE PUBLIC NOTICE TO BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE VILLAGE AT LEAST 15 DAYS PRIOR TO THE PUBLIC HEARING.**

- i) A true copy of the filed deed and/or signed lease or contract for the use of the subject property.
- \*j) At least two sets of unmounted photographs, 4" by 6" in size, showing actual conditions on both sides of street, between intersecting streets. Print street names and mark premises in question.
- \*k) A floor plan of the subject building with all the necessary measurements.
- \*l) A longitudinal section of the subject building and heights marked thereon as well as front elevations.

**\* Optional - As Needed**

(Appellant to sign here)

Notary Public, Patricia A. Tupa, County, NY

[TO BE COMPLETED IF APPELLANT IS NOT THE PROPERTY OWNER IN FEE]

Being duly sworn, deposes and say that he resides at \_\_\_\_\_ in the County of Westchester, in the State of New York, that he is the owner in fee of all that certain lot, piece or parcel of land situated, lying and being in the Village of Mount Kisco, County of Westchester aforesaid and known and designated as number \_\_\_\_\_ and that he hereby authorized \_\_\_\_\_ to make the annexed application in his behalf and that the statements contained in said application are true.

(sign here)

# K.G.D. DESIGNS, Inc.

January 18, 2022


Village/Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549

**Re: Renovation to residence at 32 Valley View Terrace Mount Kisco, NY 10549**

I hereby authorize Kevin Desharnais of KGD Designs, Inc. to act as my agent on all matters of Building Permit applications and any other Planning, Zoning or Health Department related matters for the purpose of constructing an addition to my property at:

32 Valley View Terrace  
Mount Kisco, NY 10549

Tom Bellantoni

Tom Bellantoni (Print)  
 (Sign)  
Owner

# **K.G.D. DESIGN S, Inc.**

March 3, 2022

Village/Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549

RECEIVED

MAR 28 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

## **Statement of Principal Points**

**Re: An addition to the residence at 32 Valley View Terrace Mount Kisco, NY 10549**  
SBL 69.67-1-20

**Attn: Chairman of the Zoning Board of Appeals**

Principal points to consider for granting a variance:

- 1) This addition will create a more unified massing on the front elevation facing the street and since it is on the south side of the existing house it will not block any light or cast shadows on neighboring properties. The addition is also in keeping with the massing and alterations of the other houses on the street
- 2) To keep the bedrooms together and achieve an attractive architectural solution from the street there is really no other way to design this without needing this variance.
- 3) We are not coming any closer to any of the property line setbacks on any of the four sides of the house. This is a vertical addition being proposed. Our hardship is that the other existing side yard setback on the North side is existing at 8.4 feet from the other side yard and therefore the two sides combined are 16.7 feet which is short of the required 18-foot total required by zoning by 1.3 feet. This is not a substantial variance since we already meet the 8 foot minimum side yard setback for one side.
- 4) This addition will not have an adverse effect on physical condition of this neighborhood as it complies with all other zoning criteria for this RS-6 zone.
- 5) This condition was not created by the current owners and was most likely created before these particular zoning codes were written.

Variance Requested:

We need a reduction of the total required side yards from 18 feet to 16.7 feet.

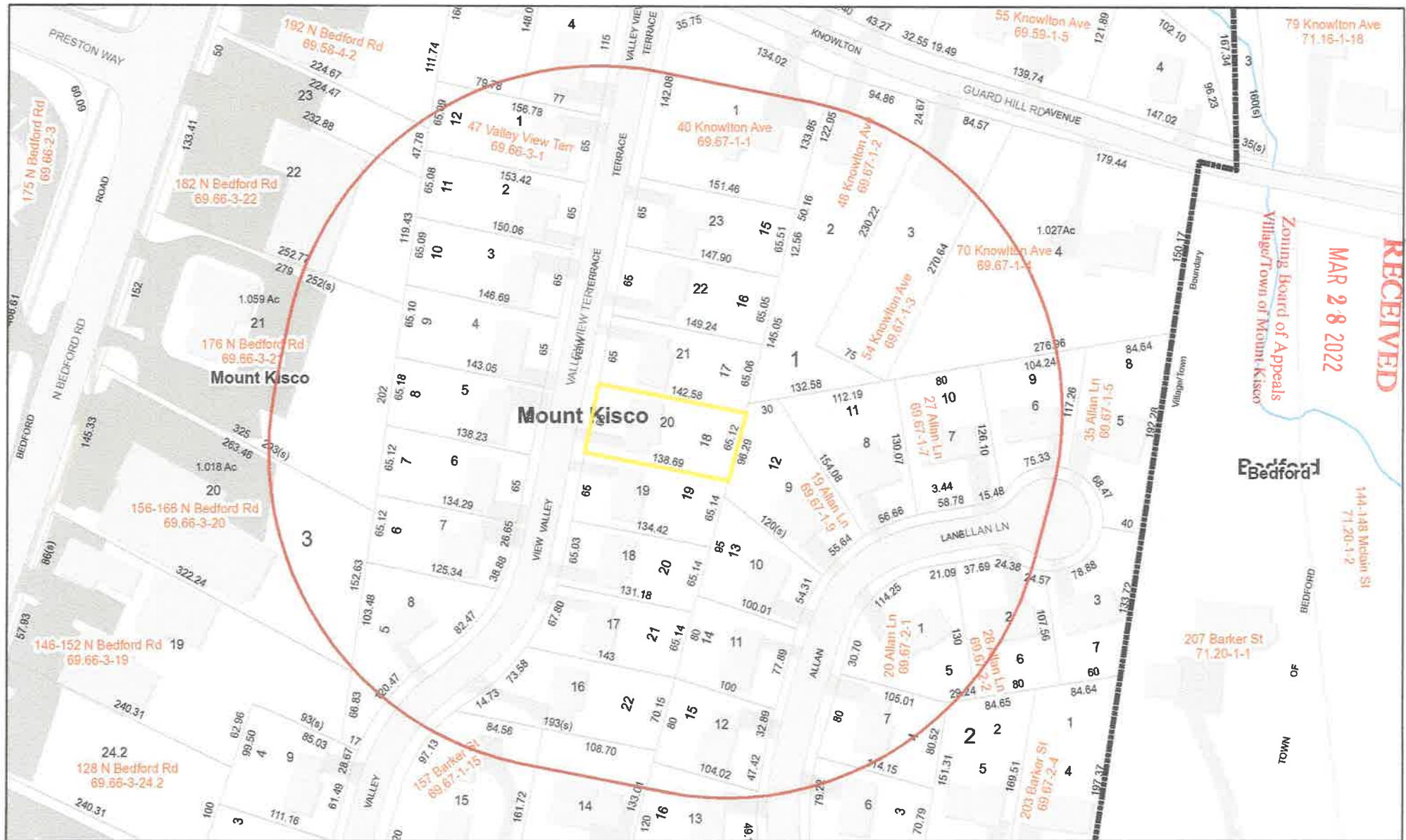
Please feel free to contact us with any questions or concerns.

Respectfully Submitted,



Kevin G. Desharnais; Principal- KGD Designs, Inc.

# 32 Valley View Terr. ID: 69.67-1-20 (Mount Kisco )



March 27, 2022

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

1:1,500



0 70 140 280 ft

Westchester County GIS

<http://giswww.westchestergov.com>  
Michaelian Office Building  
148 Martine Avenue Rm 214  
White Plains, New York 10601

**DeMarco Jonathan Z - Deena E DeMarco**  
31 Valley View Terr  
MOUNT KISCO, NY 10549

**Palazzo, Albert - Judith Palazzo**  
39 Valley View Terr  
MOUNT KISCO, NY 10549

**Pappas John M - Shelley A Pappas**  
6 Allan Ln  
MOUNT KISCO, NY 10549

**RECEIVED**  
**MAR 28 2022**

**Steinhauser, Herbert J Jr - Dina Steinhauser**  
48 Knowlton Ave  
MOUNT KISCO, NY 10549

**Notaro, Marci - Anthony Notaro**  
20 Knowlton Ave  
MOUNT KISCO, NY 10549

**Zoning Board of Appeals**  
**Village/Town of Mount Kisco**

**Amodeo, James F - Carolyn A Amodeo**  
47 Valley View Terr  
MOUNT KISCO, NY 10549

**Fritz, John - Eleanor G Fritz**  
24 Valley View Terr  
MOUNT KISCO, NY 10549

**Drapala Mark - Jennifer Drapala**  
40 Valley View Terr  
MOUNT KISCO, NY 10549

**Lin, Mei Fang - Xue Ming Liu**  
3 Allan Ln  
MOUNT KISCO, NY 10549

**Gizzo, Alexander**  
23 Valley View Terr  
MOUNT KISCO, NY 10549

**Angarano Stephanie - J William Angarano**  
16 Valley View Terr  
MOUNT KISCO, NY 10549

**Perretti, Helen**  
20 Valley View Terr  
MOUNT KISCO, NY 10549

**Patel, Vishnu - Anita Patel**  
197 Barker St  
MOUNT KISCO, NY 10549

**Boxer, Harold S - Alice H Boxer**  
11 Allan Ln  
MOUNT KISCO, NY 10549

**Cambareri, Richard - Grace Cambareri**  
27 Allan Ln  
MOUNT KISCO, NY 10549

**Grayson Kelly - Scott Grayson**  
31 Allan Ln  
MOUNT KISCO, NY 10549

**Byrns Robert - Patricia Byrns**  
70 Knowlton Ave  
MOUNT KISCO, NY 10549

**Yasgur Colbi D**  
157 Barker St  
MOUNT KISCO, NY 10549

**AAK Realty LLC**  
190 N Bedford Rd  
MOUNT KISCO, NY 10549

**Umanoff Heywood - Aleta Umanoff**  
36 Valley View Terr  
MOUNT KISCO, NY 10549

**Hsu, Chien - Yueh-Jul Hsu**  
7 Allan Ln  
MOUNT KISCO, NY 10549

**Tekinay, Kemal Jr - Lisa C Mondore-Tekinay**  
15 Allan Ln  
MOUNT KISCO, NY 10549

**Pitasi, Vincenzo - Marie D Pitasi**  
54 Knowlton Ave  
MOUNT KISCO, NY 10549

**Rubin George N Jr - Michelle R Rubin**  
28 Allan Ln  
MOUNT KISCO, NY 10549

**Mt. Kisco Associates X, LLC**  
176 N Bedford Rd  
MOUNT KISCO, NY 10549

**Gochulco Dennis - Genevieve Gochulco**  
15 Valley View Terr  
MOUNT KISCO, NY 10549

**Bradley, Francis Jr - Dorothy Bradley**  
43 Valley View Terr  
MOUNT KISCO, NY 10549

**Shin, Kyung Soon**  
28 Valley View Terr  
MOUNT KISCO, NY 10549

**Valenzuela Julian - Meara Valenzuela**  
19 Allan Ln  
MOUNT KISCO, NY 10549

**Ciccione, Umberto - Angela Ciccione**  
165 Barker St  
MOUNT KISCO, NY 10549

**Aak Realty LLC**  
182 N Bedford Rd  
MOUNT KISCO, NY 10549

**Keeler, James R - Concetta Keeler**  
27 Valley View Terr  
MOUNT KISCO, NY 10549

**Hyatt, Joyce - Sharon Luppino**  
35 Valley View Terr  
MOUNT KISCO, NY 10549

**Bellantoni, Thomas O**  
32 Valley View Terr  
MOUNT KISCO, NY 10549

**Trolano, Rose Ann - Kenneth Gessler**  
10 Allan Ln  
MOUNT KISCO, NY 10549

**Fox, James - Denise Fox**  
23 Allan Ln  
MOUNT KISCO, NY 10549

**Sandy Kids Realty LLC**  
156-166 N Bedford Rd  
MOUNT KISCO, NY 10549

**Anderson Troy R - Catherine W  
Anderson**  
51 Valley View Terr  
MOUNT KISCO, NY 10549

**Welner Jonathan - Audrey G Welner**  
44 Valley View Terr  
MOUNT KISCO, NY 10549

**Torre Robert C Jr**  
40 Knowlton Ave  
MOUNT KISCO, NY 10549

**Gas21 Realty Inc**  
192 N Bedford Rd  
MOUNT KISCO, NY 10549

**Renn Paul Todd - Julietta Parra  
McPherson**  
20 Allan Ln  
MOUNT KISCO, NY 10549



AFFIDAVIT OF MAILING

RECEIVED

MAR 28 2022

STATE OF NEW YORK

COUNTY OF WESTCHESTER

}  
}SS.:  
}

Zoning Board of Appeals  
Village/Town of Mount Kisco

Hyse Deshaenais being duly sworn, deposes and  
says:

I reside at 21 Stonchouse Rd. Somers N.Y. 10589

On 3/28/22 2022 I served a notice of hearing, a copy of which is  
attached hereto and labeled Exhibit A, upon persons whose names are listed in a schedule  
of property owners within 300 feet of the subject property identified in this notice. A  
copy of this schedule of property owners' names is attached hereto and labeled Exhibit B.

I placed a true copy of such notice in a postage paid property addressed wrapper  
addressed to the addresses set forth in Exhibit B, in a post office or official depository  
under the exclusive care and custody of the United States Post Office, within the County  
of Westchester.



Sworn to before me on this

28<sup>th</sup> day of March 20 22

  
(Notary Public)





**PUBLIC NOTICE**

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 19th day of April 2022 at the Municipal Building, Mount Kisco, New York, beginning at 7:00PM pursuant to the Zoning Ordinance on the Appeal of Thomas O. Bellantoni of 32 Valley View Terrace Mount Kisco, NY from the decision of Peter J. Miley, Building Inspector, dated March 3rd, 2022 denying the application dated to permit the 2nd story addition.

The property involved is known as 32 Valley View Terrace and described on the Village Tax Map as Section 69.67 Block 1 Lot 20 and is located on the East side of 32 Valley View Terrace in a RS-6 Zoning District. Said Appeal is being made to obtain a variance from Section(s) 110-10C (1) (f) [3] [b] of the Code of the Village/Town of Mount Kisco, which requires minimum of 8 Feet on one side yard and a total of 18 feet for both side yards combined, a variance is requested to reduce the total from 18 feet to 16.7 feet (existing deimension of 8.3 feet South side plus 8.4 feet North side) which means a reduction of 1.3 feet.

Harold Boxer, Chair  
Zoning Board of Appeals  
Village/Town of Mount Kisco

# Journal News

media group

A GANNETT COMPANY **lohud.com**

## Classified Ad Receipt (For Info Only - NOT A BILL)

**Customer:** THOMAS BELLANTONI  
**Address:** 32 VALLEY VIEW TERRACE  
MOUNT KISCO NY 10549  
USA

**Ad No.:** 0005193630  
**Pymt Method:** Credit Card  
**Net Amt:** \$92.00

**Zone:** TJN-Westchester

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 04/03/22

Village/Town of Mount Kisco  
Building Department

### Text of Ad:

#### PUBLIC NOTICE

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The property involved is known as 32 Valley View Terrace and described on the Village Tax Map as Section 69.67 Block 1 Lot 20 and is located on the East side of 32 Valley View Terrace in a RS-6 Zoning District. Said Appeal is being made to obtain a variance from Section(s) 110-10C (1) (f) [3] [b] of the Code of the Village/Town of Mount Kisco, which requires minimum of 8 Feet on one side yard and a total of 18 feet for both side yards combined, a variance is requested to reduce the total from 18 feet to 16.7 feet (existing deimension of 8.3 feet South side plus 8.4 feet North side) which means a reduction of 1.3 feet.

Harold Boxer, Chair

Zoning Board of Appeals

Village/Town of Mount Kisco 0005193630

MAR 29 2022

RECEIVED

State of New York     )  
                                  ) ss:  
County of Westchester)

AFFIDAVIT OF POSTING

**Gilmar Palacios Chin**, being duly sworn, says that on the 13th day of April 2022, he conspicuously fastened up and posted in seven public places, in the Village/Town of Mount Kisco, County of Westchester, a printed notice of which the annexed is a true copy, to Wit: ---

Municipal Building –  
104 Main Street

\_\_\_\_\_X\_\_\_\_\_

Public Library  
100 Main Street

\_\_\_\_\_X\_\_\_\_\_

Fox Center

\_\_\_\_\_X\_\_\_\_\_

Justice Court – Green Street  
40 Green Street

\_\_\_\_\_X\_\_\_\_\_

Mt. Kisco Ambulance Corp  
310 Lexington Ave

\_\_\_\_\_X\_\_\_\_\_

Carpenter Avenue Community House  
200 Carpenter Avenue

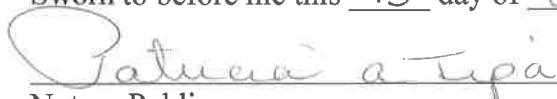
\_\_\_\_\_X\_\_\_\_\_

Leonard Park Multi Purpose Bldg

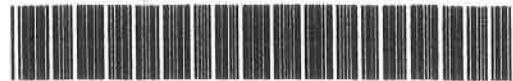
\_\_\_\_\_X\_\_\_\_\_

  
\_\_\_\_\_  
**Gilmar Palacios Chin**

Sworn to before me this <sup>th</sup>13 day of April 2022

  
\_\_\_\_\_  
Notary Public

PATRICIA A TIPA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01T16170206  
Qualified in Westchester County  
My Commission Expires 07-02-2023



\*542553046DED002Y\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Robin Schemitsch Phone: 914-395-2285  
Address 1: 7 Dempsey Place Fax: 914-395-1028  
Address 2: Email: rschemitsch@recordandreturn.com  
City/State/Zip: Eastchester NY 10709 Reference for Submitter: CTSY-1415

### Document Details

Control Number: **542553046** Document Type: **Deed (DED)**  
Package ID: 2014091200037001001 Document Page Count: **3** Total Page Count: **4**

### Parties

☐ Additional Parties on Continuation page  
2nd PARTY

1st PARTY  
1: BELLANTONI THOMAS O - Individual  
2: AQUILINO LEIGH A - Individual  
1: BELLANTONI THOMAS O - Individual  
2:

### Property

☐ Additional Properties on Continuation page

Street Address: 32 VALLEY VIEW TERRACE Tax Designation: 69.67-1-20  
City/Town: MOUNT KISCO Village:

### Cross-References

☐ Additional Cross-Rets on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$20.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$125.00  
TP-584 Filing Fee: \$5.00  
Total Recording Fees Paid: **\$190.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 2435

### Mortgage Taxes

Document Date:  
Mortgage Amount:

Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐  
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 09/22/2014 at 03:34 PM  
Control Number: **542553046**  
Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

RECORD & RETURN TITLE AGENCY  
7 DEMPSEY PLACE

EASTCHESTER, NY 10709

BETWEEN

THOMAS O. BELLANTONI AND LEIGH ANNA AQUILINO  
# 32 Valley View Terrace  
Mount Kisco, New York 10549

party of the first part, and THOMAS O. BELLANTONI, 32 Valley View Terrace, Mount  
party of the second part, Kisco, New York 10549

WITNESSETH, that the party of the first part, in consideration of

dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors  
and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being  
in the

SEE SCHEDULE "A" ATTACHED

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads  
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and  
rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the  
party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said  
premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will  
receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied  
first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the  
improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it  
read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

\_\_\_\_\_


  
THOMAS O. BELLANTONI

\_\_\_\_\_

  
LEIGH ANNA AQUILINO

undersigned, personally appeared Leigh Anne Hightower

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
**ROBERT G. SCHNEIDER**  
Notary Public, State of New York  
No. 02SC6205248  
Qualified in Westchester County  
Commission Expires 05/04/2014

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN  
IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

RECORDED AT THE REQUEST OF  
RECORD & RETURN TITLE AGENCY  
TITLE# C751-1415  
THRU: \_\_\_\_\_  
COURTESY RECORDING

**Bargain and Sale Deed  
With Covenants**

Title No. \_\_\_\_\_

TO

DISTRIBUTED BY

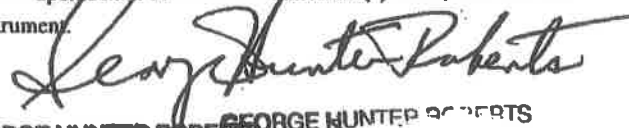


**YOUR TITLE EXPERTS**  
The Judicial Title Insurance Agency LLC  
800-281-TITLE (8485) FAX: 800-FAX-9396

undersigned, personally appeared

Thomas O. Bellatoni

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
**GEORGE HUNTER ROBERTS**  
Notary Public, State of New York  
No. 02RO8595500  
Qualified in Westchester County  
Commission Expires July 31, 2014

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK  
STATE**

\*State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

\*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION: 69.67

BLOCK: 1

LOT: 20

COUNTY OR TOWN: OF MOUNT KISCO

**RETURN BY MAIL TO:**

**GEORGE HUNTER ROBERTS, ESQ.**  
COVEY, ROBERTS & CARMODY-ROBERTS  
200 KATONAH AVE.  
KATONAH NY 10536





FRONT



FRONT



REAR

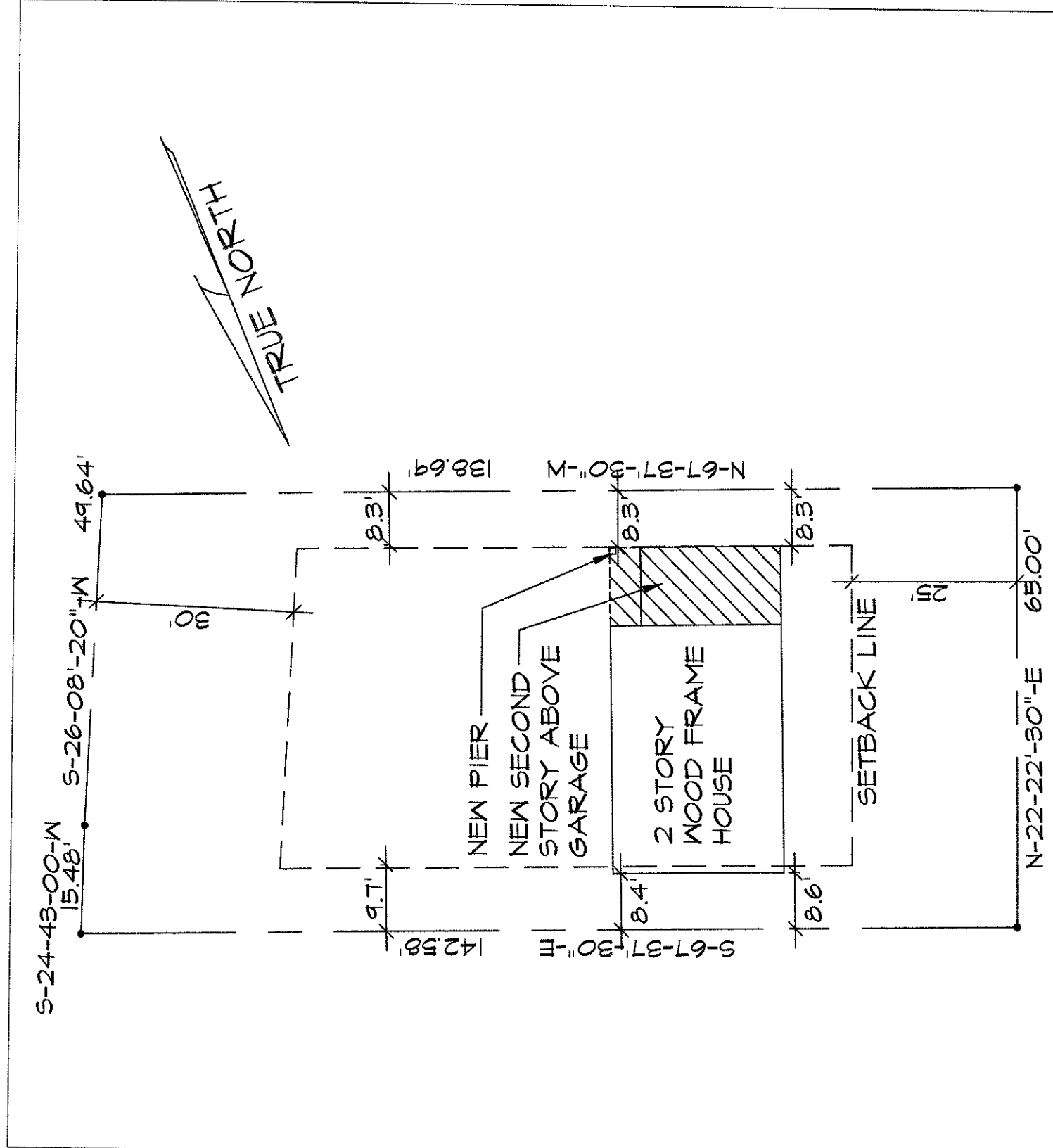


REAR

RECEIVED

MAR 29 2022

Zoning Board of Appeals



VALLEY VIEW TERRACE

ZONING TABLE

ZONE: RS-6  
SECTION: 69.67  
BLOCK: 1  
LOT: 20

LOT AREA MINIMUM: 6,250 SQFT  
ACTUAL LOT AREA: 9,310 SQFT  
LOT COVERAGE ALLOWED: 2,212 SQFT  
(2,150 PLUS 20% OF AMOUNT OVER 9,000 SQFT)  
ACTUAL: 1,220 SQFT  
PROPOSED: 1,276 SQFT

SETBACKS		
	EXIST.	REQ.
FRONT	34.75'	25'
SIDE S	8.3'	8'/18' *
SIDE N	8.4'	8'/18'
REAR	77.33'	30'

PROVIDED	
NO CHANGE	
NO CHANGE	
NO CHANGE	
NO CHANGE	

\* NOTE: THE TOTAL OF BOTH EXISTING SIDE YARDS IS 16.7'  
18' TOTAL OF BOTH SIDE YARDS IS REQUIRED

1 SITE PLAN

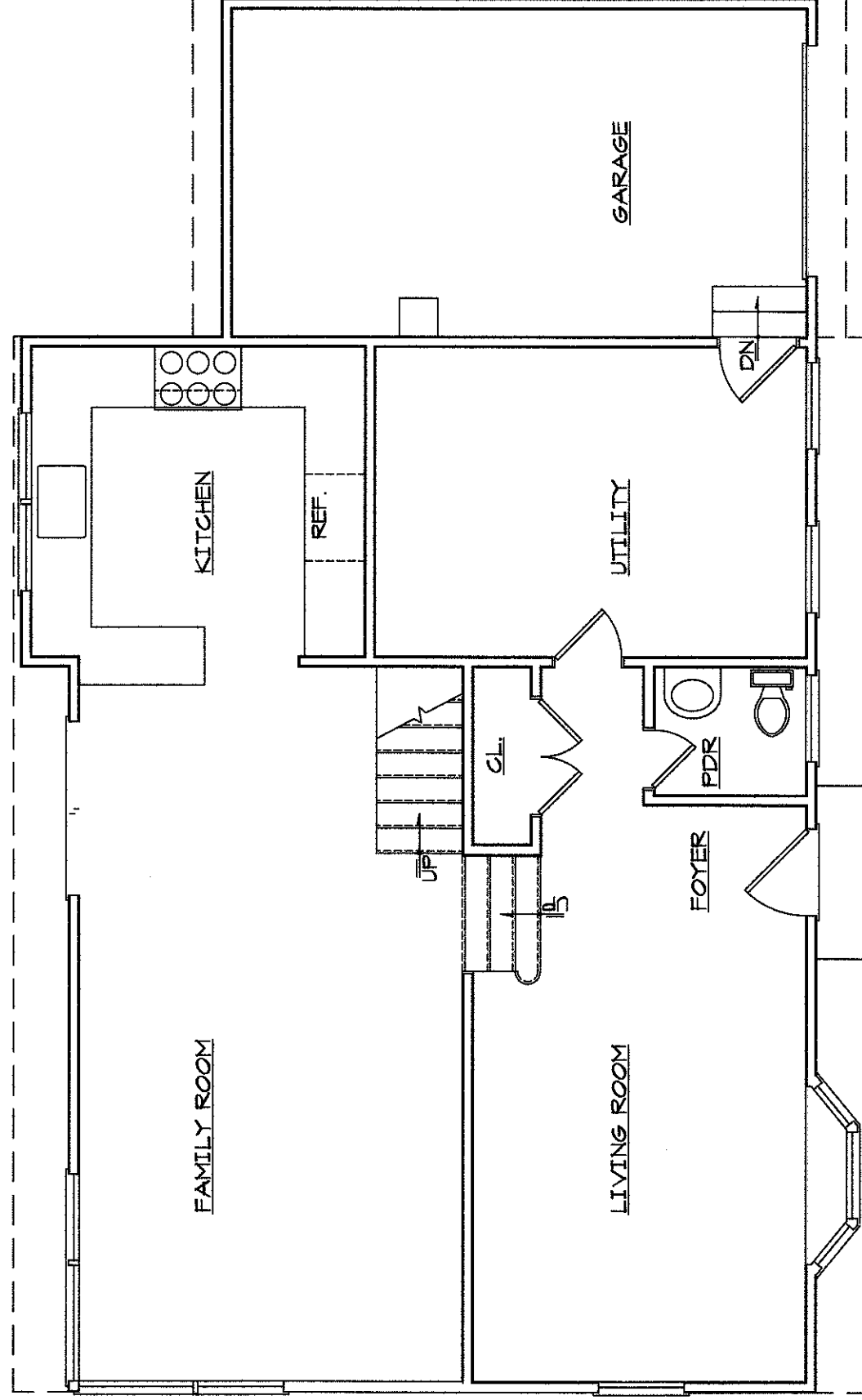
SCALE: 1" = 20'-0"  
DATE: 3/2/22

RECEIVED  
MAR 28 2022  
Zoning Board of Appeals  
Village/Town of Mount Kisco

Renovation & Addition for:  
**BELLANTONI RESIDENCE**  
**32 VALLEY VIEW TERRACE**  
**MOUNT KISCO, NY 10549**

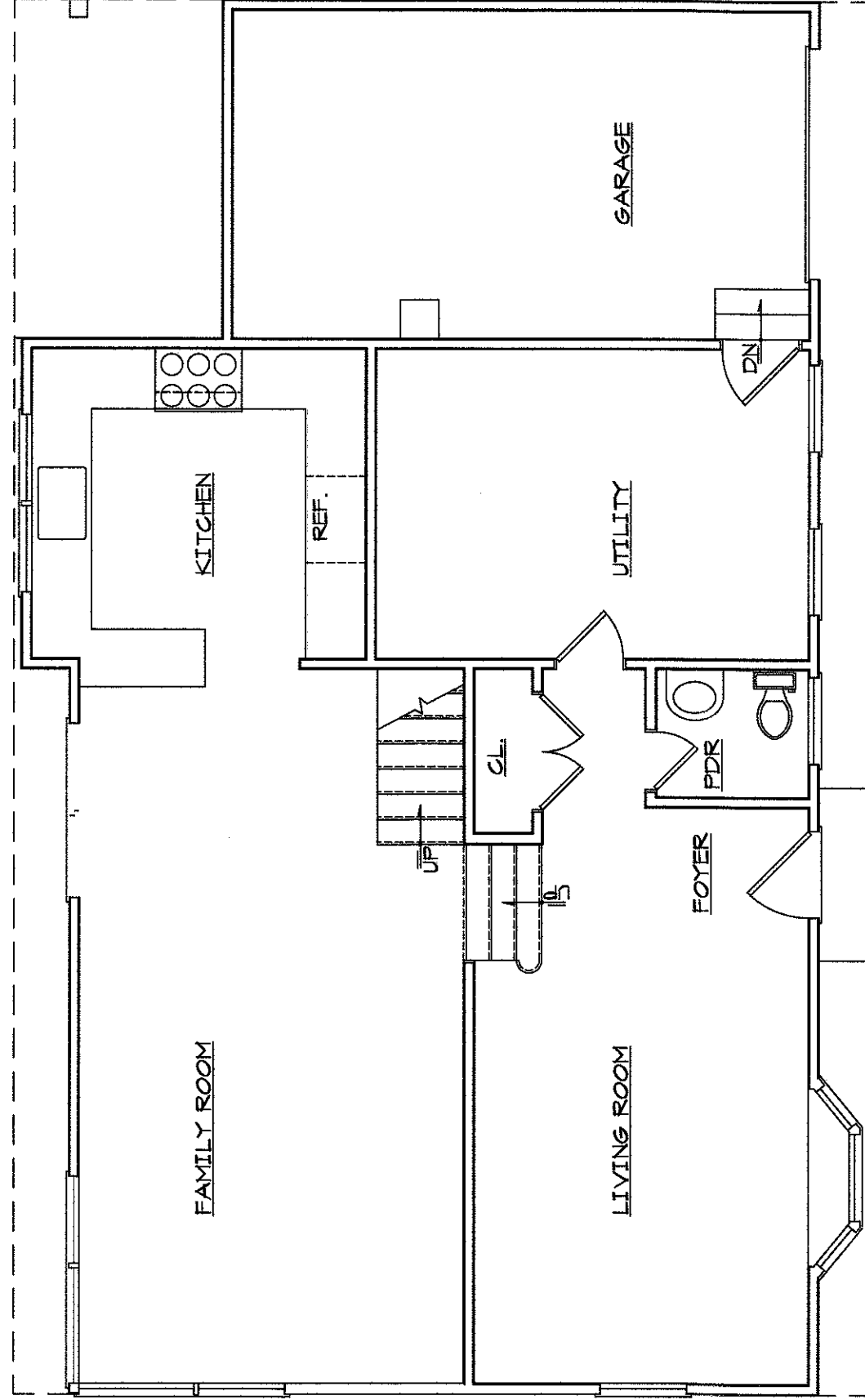
**KGD DESIGNS, INC.**  
**21 Stonehouse Road**  
**Somers, New York 10589**  
914.482.7622  
EMAIL: KGD262@GMAIL.COM





1 EXISTING FIRST FLOOR PLAN  
3/16" = 1'-0"  
SCALE

Village/Town of Mount Kisco



2 PROPOSED FIRST FLOOR PLAN  
3/16" = 1'-0"  
SCALE

RECEIVED

MAR 29 2022

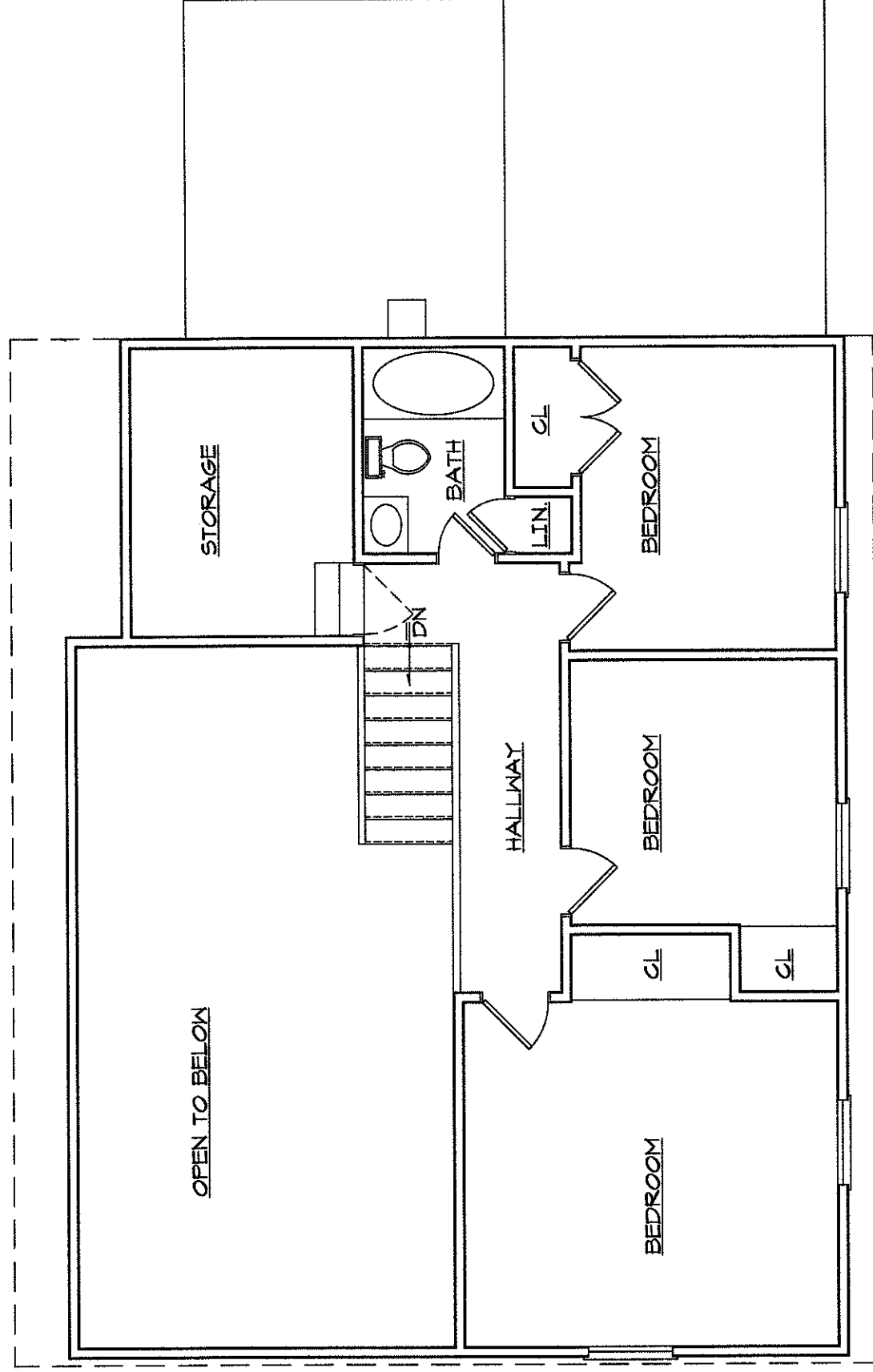
Zoning Board of Appeals  
Village/Town of Mount Kisco

Renovation & Addition for:

**BELLANTONI RESIDENCE**  
**32 VALLEY VIEW TERRACE**  
**MOUNT KISCO, NY 10549**

DATE: 3/2/22

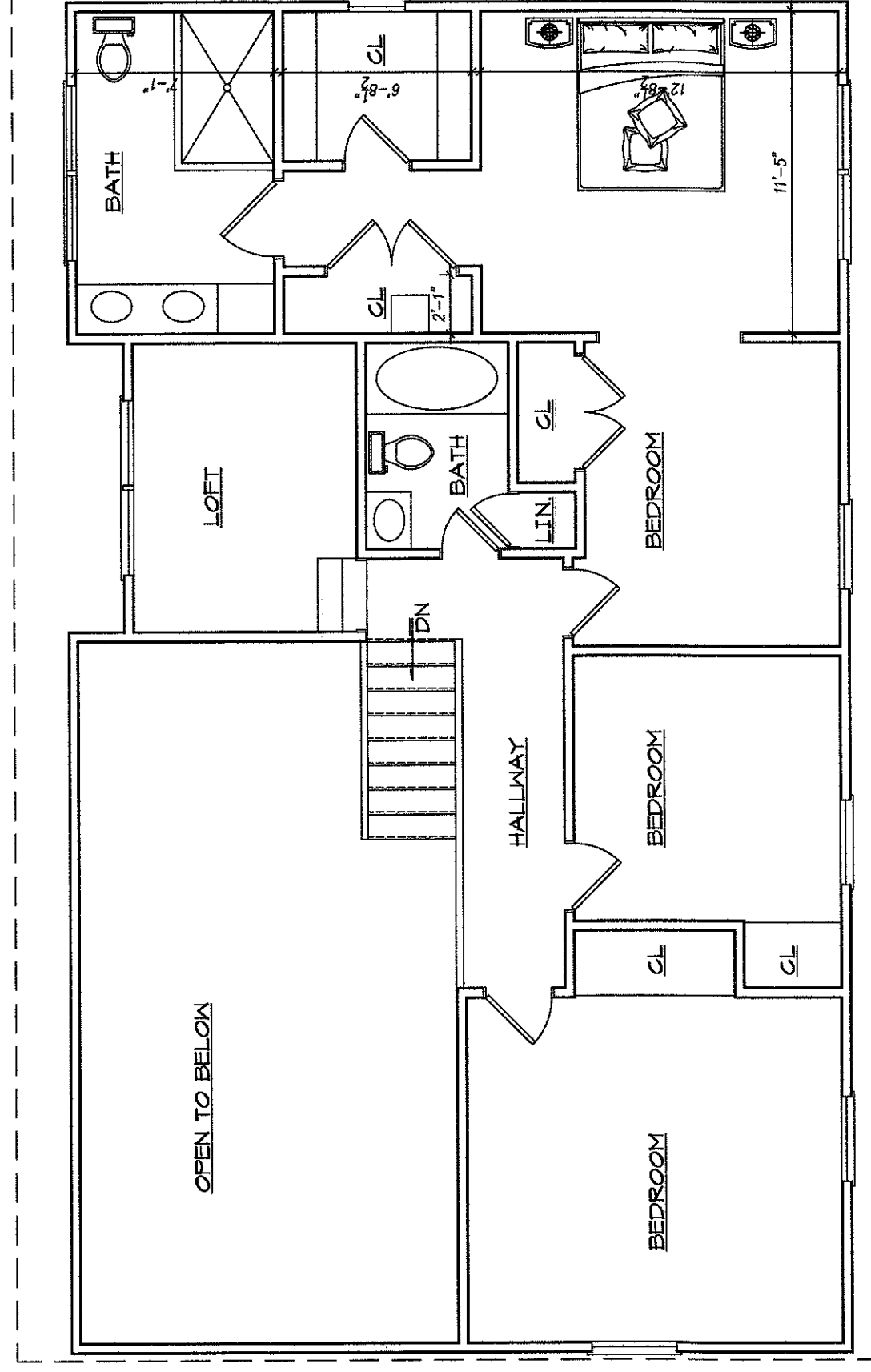
**KGD DESIGNS, INC.**  
**21 Stonehouse Road**  
**Somers, New York 10589**  
**914.482.7622**  
**EMAIL: KGD262@GMAIL.COM**



1 EXISTING SECOND FLOOR PLAN

3/16" = 1'-0"

SCALE



2 PROPOSED SECOND FLOOR PLAN

3/16" = 1'-0"

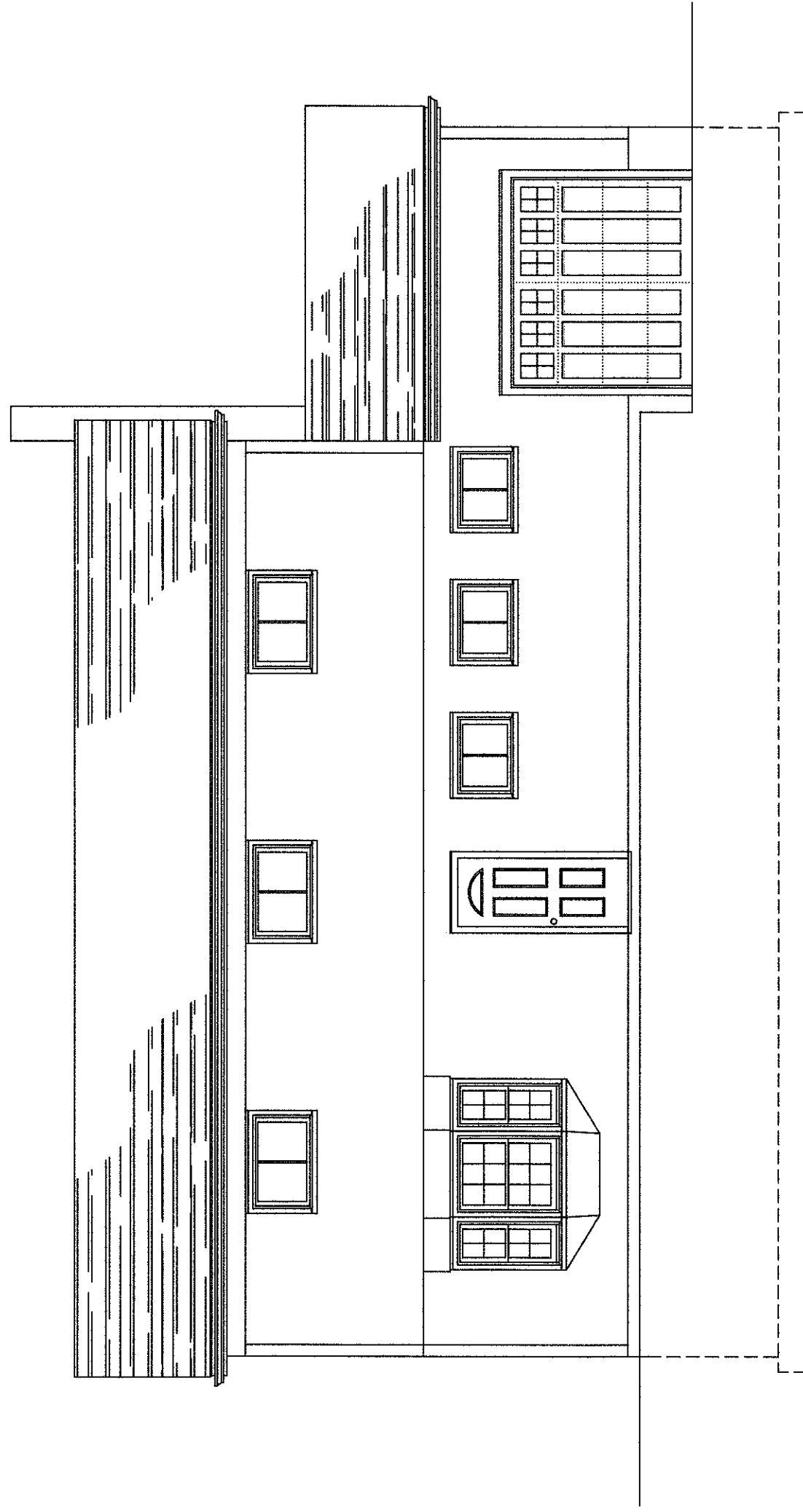
SCALE

Renovation & Addition for:

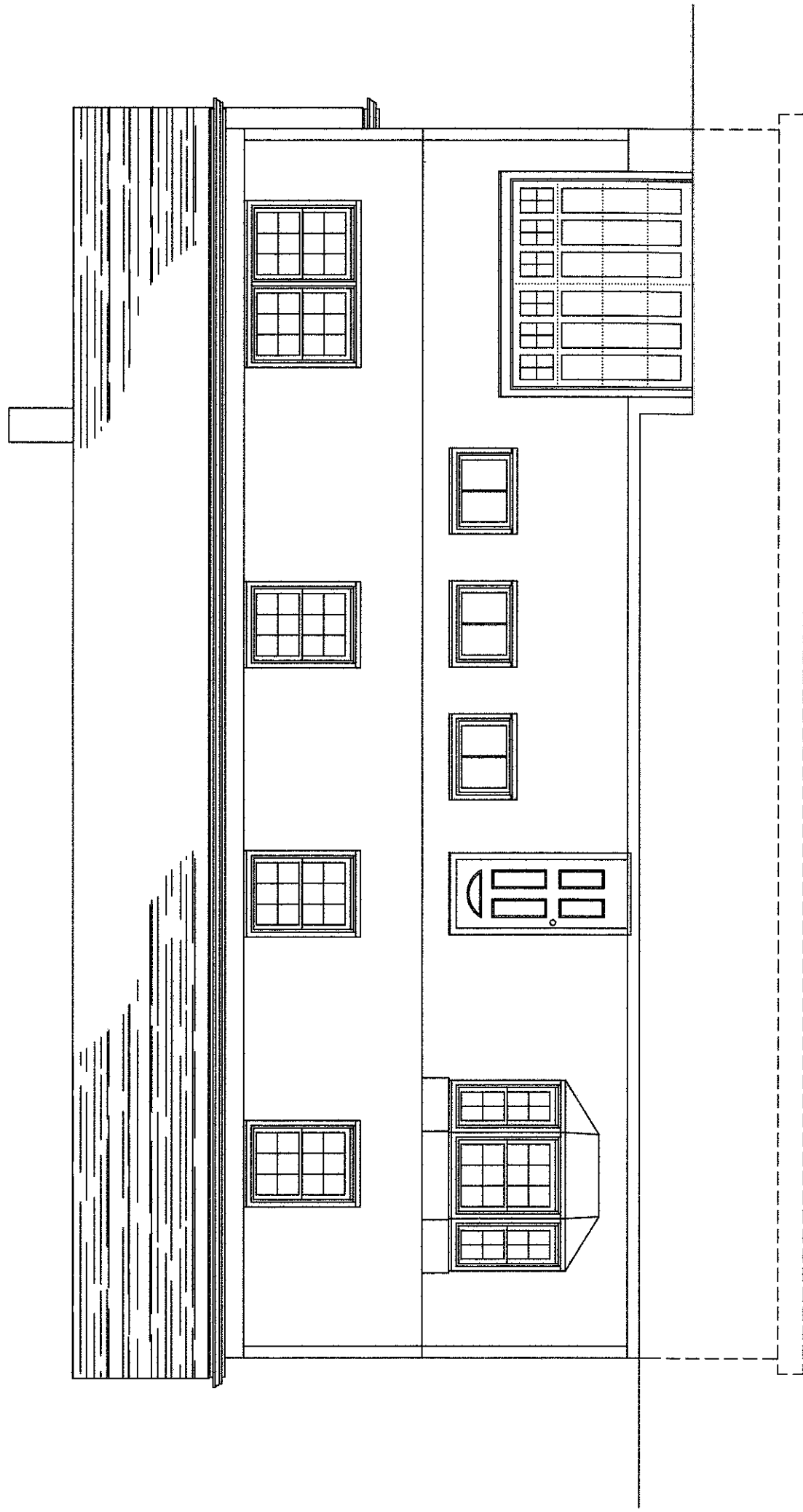
**BELLANTONI RESIDENCE**  
**32 VALLEY VIEW TERRACE**  
**MOUNT KISCO, NY 10549**

**KGD DESIGNS, INC.**  
**21 Stonehouse Road**  
**Somers, New York 10589**  
**914.482.7622**  
**EMAIL: KGD262@GMAIL.COM**

DATE: 3/2/22



1 EXISTING FRONT ELEVATION  
SCALE 3/16" = 1'-0"

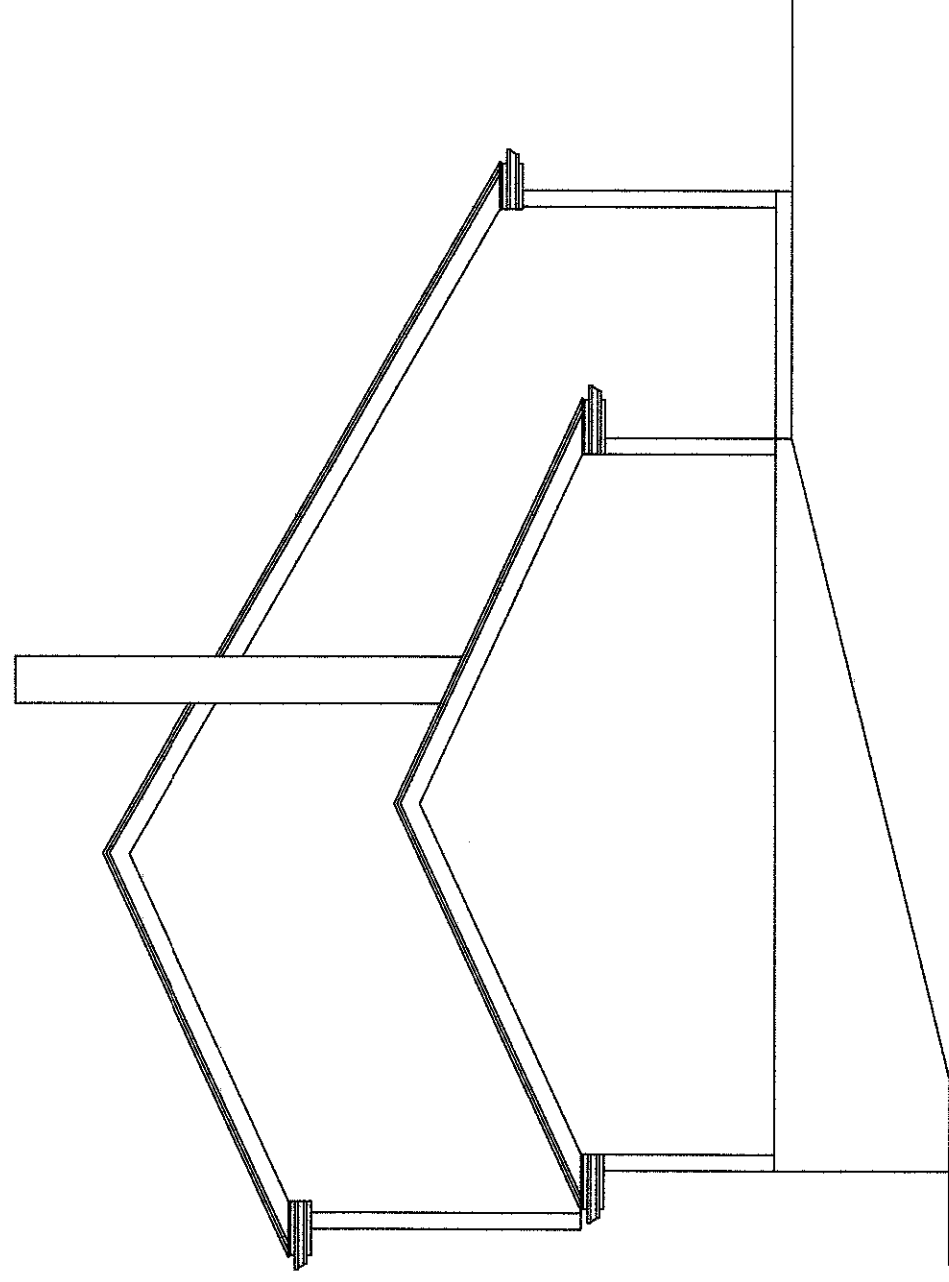


2 PROPOSED FRONT ELEVATION  
SCALE 3/16" = 1'-0"

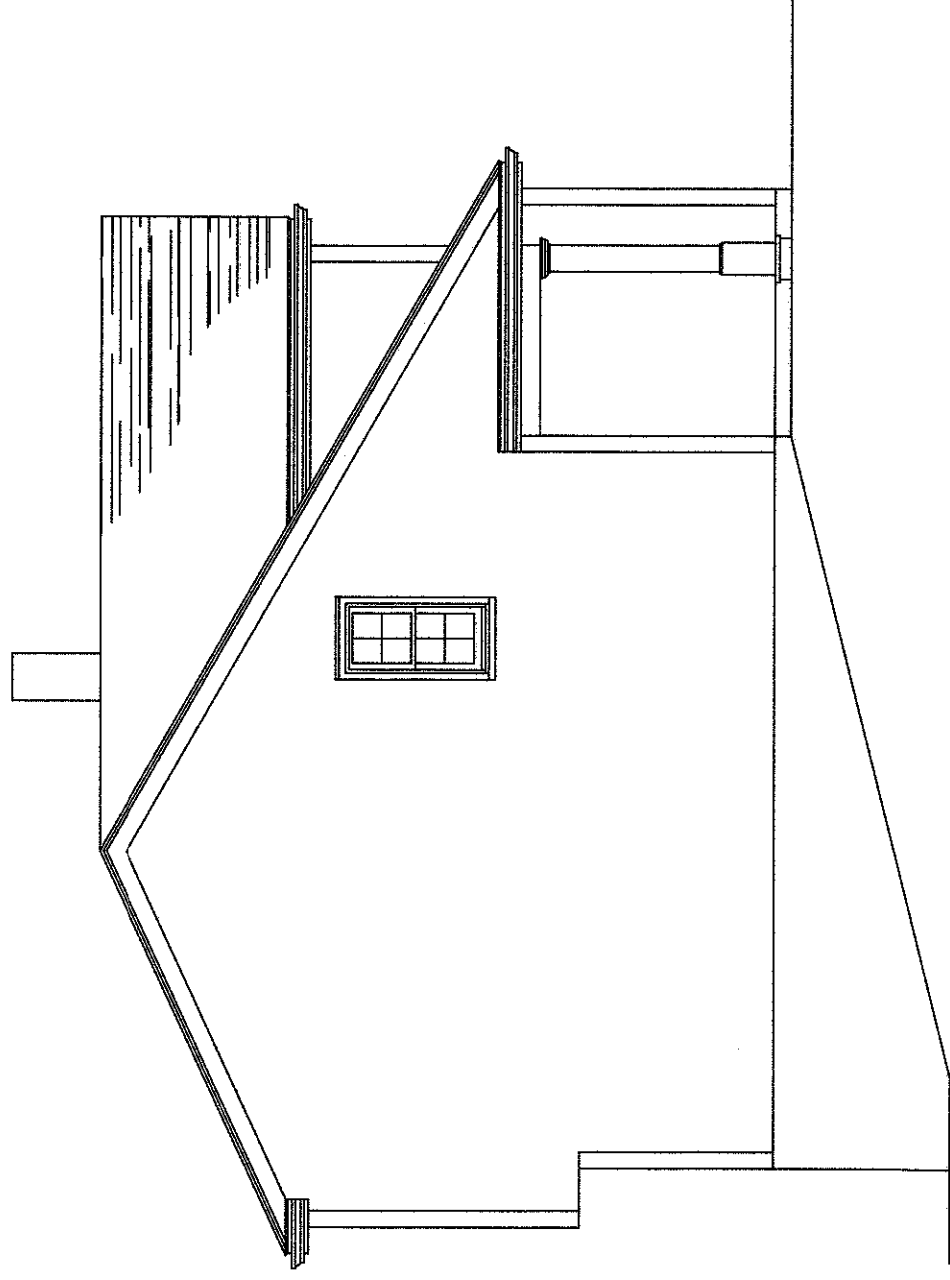
Renovation & Addition for:  
**BELLANTONI RESIDENCE**  
**32 VALLEY VIEW TERRACE**  
**MOUNT KISCO, NY 10549**

**KGD DESIGNS, INC.**  
**21 Stonehouse Road**  
**Somers, New York 10589**  
**914.482.7622**  
**EMAIL: KGD262@GMAIL.COM**

DATE: 3/2/22



1 EXISTING SIDE ELEVATION  
SCALE 3/16" = 1'-0"



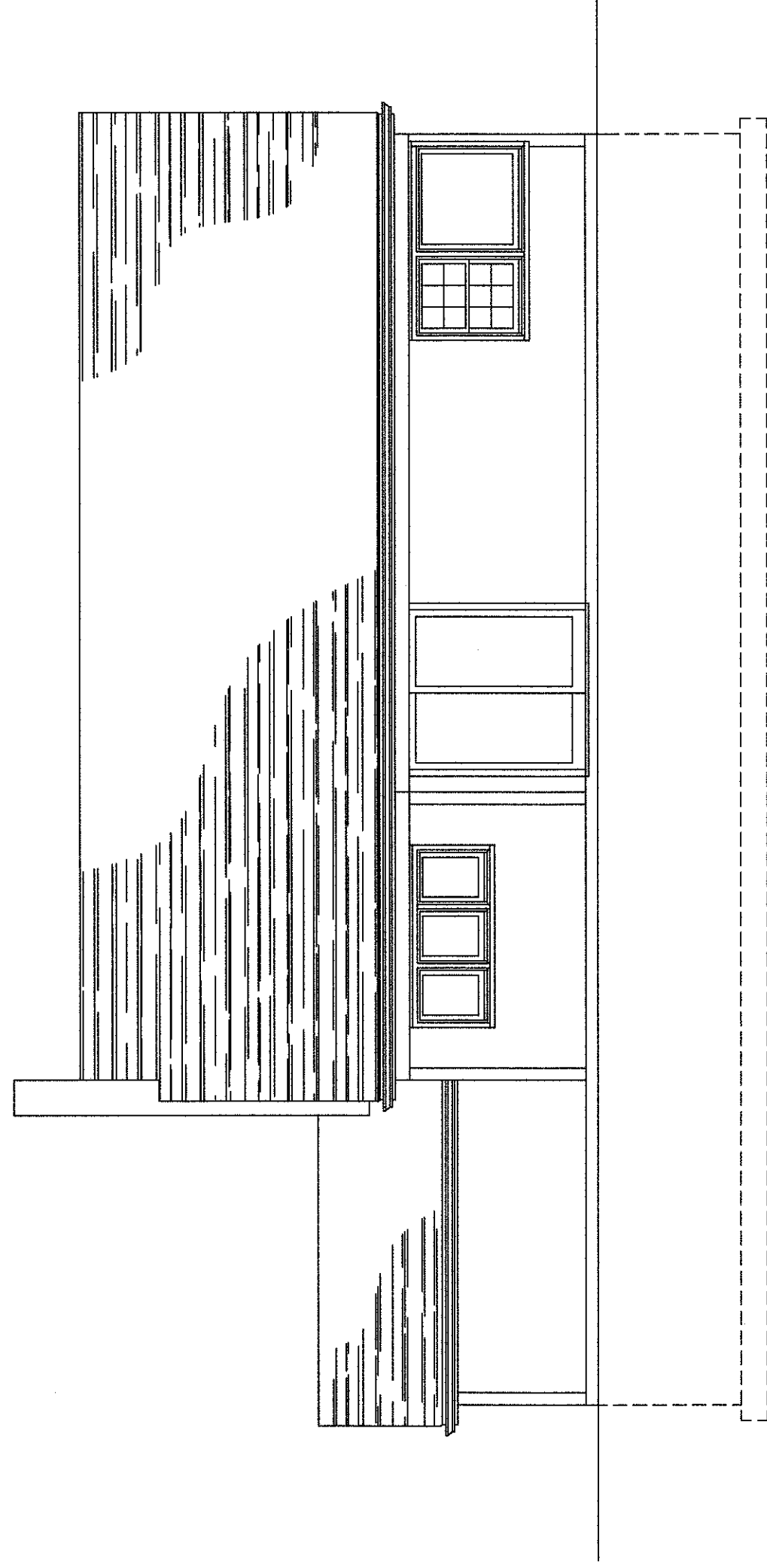
2 PROPOSED SIDE ELEVATION  
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Renovation & Addition for:

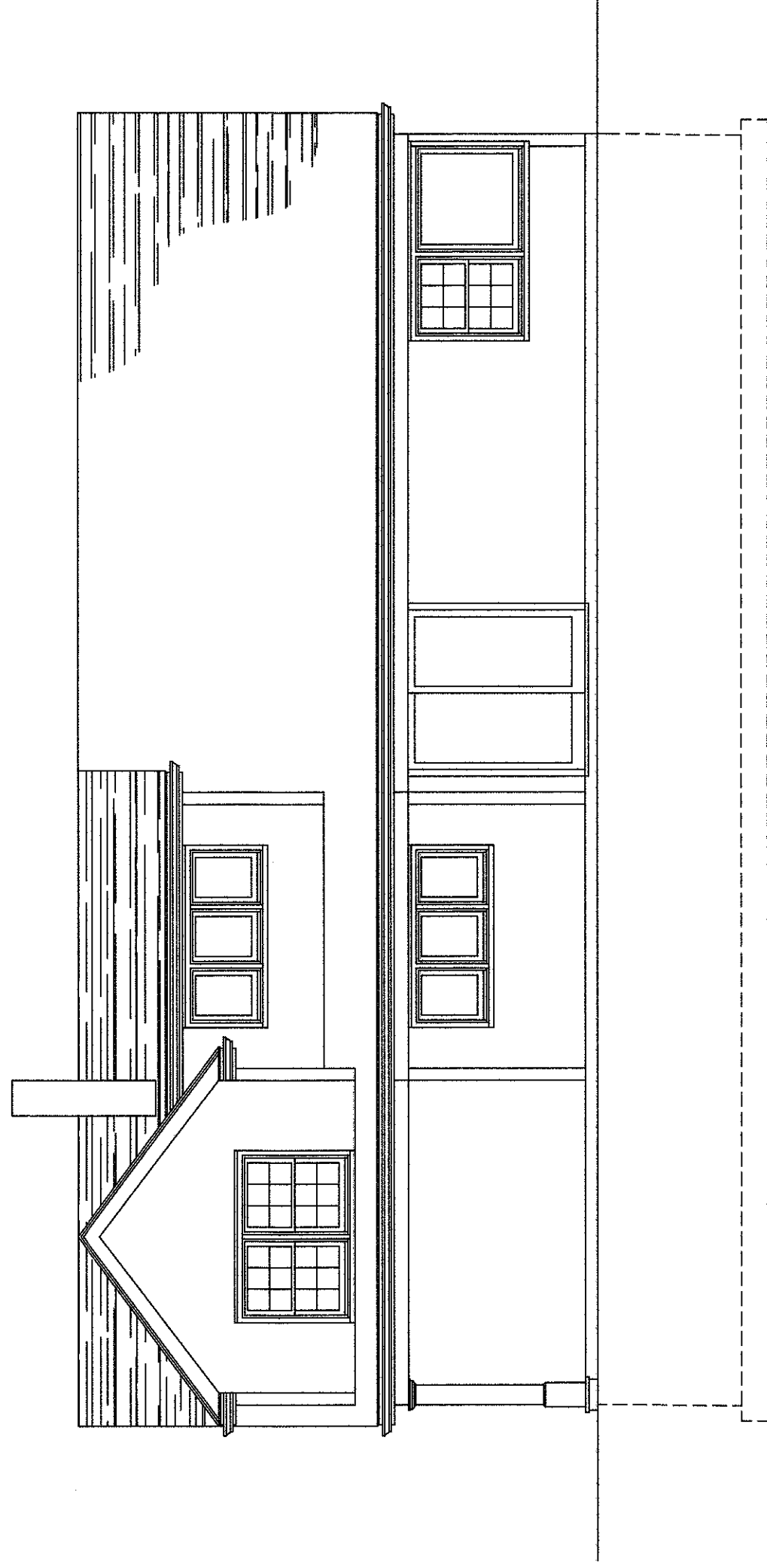
**BELLANTONI RESIDENCE**  
**32 VALLEY VIEW TERRACE**  
**MOUNT KISCO, NY 10549**

DATE: 3/2/22

**KGD DESIGNS, INC.**  
**21 Stonehouse Road**  
**Somers, New York 10589**  
**914.482.7622**  
**EMAIL: KGD262@GMAIL.COM**



1 EXISTING REAR ELEVATION  
SCALE 3/16" = 1'-0"



2 PROPOSED REAR ELEVATION  
SCALE 3/16" = 1'-0"

Renovation & Addition for:  
**BELLANTONI RESIDENCE**  
**32 VALLEY VIEW TERRACE**  
**MOUNT KISCO, NY 10549**

DATE: 3/2/22

**KGD DESIGNS, INC.**  
**21 Stonehouse Road**  
**Somers, New York 10589**  
**914.482.7622**  
**EMAIL: KGD262@GMAIL.COM**

April 4, 2022

Harold Boxer  
Chair  
Zoning Board of Appeals  
Village/ Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549

**RECEIVED**

**APR 04 2022**

Zoning Board of Appeals  
Village/Town of Mount Kisco

**Re: Zoning Appeal of 32 Valley View Terrace, Mount Kisco, NY**

Dear Chair Boxer and Zoning Board Staff:

My name is Kyung Soon Shin, the homeowner of 28 Valley View Terrace, Mount Kisco.

I am responding to the public notice regarding the Zoning Ordinance on the appeal of Mr. Thomas Bellantoni, 32 Valley View Terrace, Mount Kisco, who is our neighbor.

From our conversation during my visit to your office today, my understanding is that Mr. Bellantoni would like to build a 2<sup>nd</sup> story on top of his garage. I strongly object to this construction and cannot agree with this request.

As you may know, the proposed 2<sup>nd</sup> story on top of his garage would create a direct line of sight into our only full bathroom and will seriously restrict the use of the bathroom (e.g., loss of natural sunlight to blinds or curtains, limited view) and makes violation of our privacy inevitable. This makes the bathroom oppressive to use and would create a humiliating situation for our family.

Finally, I would like to bring your attention to the infringement of our property line by Mr. Bellanotoni's fence, which has been built within our property. Although the area of our property that his fence has encroached upon is small, at no time did Mr. Bellanotoni receive permission from me. As a foreigner, I was not aware how the town operations for me to file a complaint. I would like file a formal complaint for this violation as well.

If you have any questions, please do not hesitate to contact me directly at (914) 261-1029 or [kyungsoonshin621@gmail.com](mailto:kyungsoonshin621@gmail.com).

Thank you so much for your understanding and help to resolve this issue.

Sincerely,

Kyung Soon Shin  
28 Valley View Terrace  
Mt. Kisco, NY 10549  
(914) 261-1029  
[Kyungsoonshin621@gmail.com](mailto:Kyungsoonshin621@gmail.com)



4/4/22



VILLAGE/TOWN OF MOUNT KISCO  
WESTCHESTER COUNTY, NEW YORK

104 Main Street  
Mount Kisco, New York 10549-0150

Telephone  
(914) 241-0500

RECEIVED

MAR 29 2022

March 16, 2022

David Visaggi – Panhard Meineke  
491 Westchester Avenue  
Yonkers, NY 10707

Zoning Board of Appeals  
Village/Town of Mount Kisco

Re: Notice of Denial – Sign Permit Application for Meineke  
269 No. Bedford Road, Property ID#: 69.50-2-11

Dear Mr. Visaggi:

Please be notified that your sign permit application to install new and various signage at the above captioned property is hereby denied. This denial is based on the following facts:

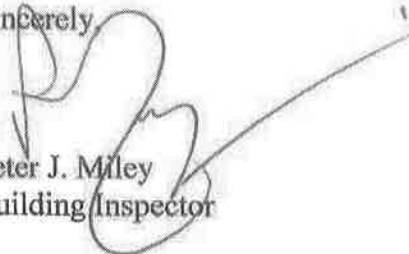
- The subject property is located in the CL Zoning District, and is therefore subject to the regulations of the Commercial Signage District #2c for building locations less than 75 feet from the public right of way.
- Section 89-11A(4) of the Code of the Village/Town of Mount Kisco states that “The types of signs permitted and the regulation of the number, placement, and use of signs is hereby established. No sign shall be erected unless it conforms to the specifications for signs in that sign district, nor shall any sign be used for any purpose or in any manner except as permitted by the regulations for the district in which such sign is to be located or maintained.”
- Section 89-11 General Provisions A states: “Each business establishment shall be limited to one (1) principal sign of any type permitted within such district at the primary public entrance... In the case of a building with more than one business establishment, no additional (secondary) signs are permitted on any portion of the building that is not occupied by that business establishment. Two wall sign boxes are proposed to be installed on the north and south elevations of the building, on the second floor. These two signs will each require a variance as your business is located in the rear of the lower level of this building.
- Section 89.5 Prohibited Signs I states: Prohibited signs include but are not limited to second floor exterior signage. Two wall sign boxes are proposed to be installed on the north and south elevations of the building on the second floor. These two signs will each require a variance for second floor exterior signage.



- The proposed signage is dimensionally compliant and will not need additional variances.

A sign permit cannot be issued for any sign application that does not comply with the Village Sign Code. You have a right to appeal this decision to the Zoning Board of Appeals within 60 days.

Sincerely,



Peter J. Miley  
Building Inspector

/pat

# Panhard Corp (dba Panhard Meineke)

269 N Bedford Road, Mount Kisco, NY 10549 Phone: (914) 497-8768, email: [dvisaggi.pmeineke@gmail.com](mailto:dvisaggi.pmeineke@gmail.com)

March 23, 2022

Peter Miley  
Village / Town of Mount Kisco  
104 Main St.  
Mount Kisco, NY 10549-0150

RECEIVED

MAR 29 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

Re: Notice of Appeal – Denial of Sign Permit Application for Meineke  
269 N Bedford Road, Property ID#:69.50-2-11

Dear Mr. Miley,

I wish to appeal your decision to deny my sign application, as referenced above. My reasoning is as follows:

1. My business, Meineke Car Care Center, is located in the rear of the building and is not visible by street traffic or pedestrians. Current sign regulations do not permit a sign on the building unless it is over the businesses entrance. Additionally, current sign regulations do not permit signage at the 2<sup>nd</sup> floor window.
2. The existing directory sign, located in front of the building, is the only sign currently permitted for my business, to be located in front of the building.
3. There is a parking space on each side of the directory sign, which renders the sign invisible when occupied by a vehicle on each side. As such current signage regulations are ineffective for my situation. Lack of visible signage results in:
  - a. **Potential customers being unaware of our presence.**
  - b. **Customers coming to us who are unable to find our location.**
4. My business is experiencing a substantial hardship due to the (frequently invisible) signage. Our Meineke is well behind other Meinekes of the same age (2 years old) in weekly customer car count. I cannot continue at this rate indefinitely.
5. Adding signs to the building that are not above my entrance, does not adversely impact the neighborhood or traffic. In fact, Chipotle, down the street from my location, has this exception in place.
6. Adding signs to the 2<sup>nd</sup> floor elevation of the building, does not adversely impact the neighborhood or traffic. In fact, there are other buildings down the street from my location such as Mount Kisco Chevrolet, Rivera Toyota, and Staples, with signs at a similar elevation. These signs may be legal because they are not technically on the second floor, however, this is a distinction without a practical difference.

Sincerely,



David Visaggi

RECEIVED

MAR 29 2022

Date: \_\_\_\_\_

Case No.: \_\_\_\_\_

Fee: 130.00

Zoning Board of Appeals  
Village/Town of Mount Kisco

Date Filed: \_\_\_\_\_

pd ck #180  
Rec# 28071

Village/Town of Mount Kisco  
Municipal Building  
104 Main Street, Mt. Kisco, NY 10549

**Zoning Board of Appeals  
Application**

Appellant: David Visaggi - Panhard Meineke

Address: 491 Westchester Ave, Yonkers, NY 10701

Address of subject property (if different): 269 N Bedford Rd  
Mount Kisco NY 10549

Appellant's relationship to subject property: \_\_\_\_\_ Owner ☒ Lessee \_\_\_\_\_ Other

269 North Bedford Road Mt Kisco Corp

Property owner (if different): \_\_\_\_\_

Address: 27 Radio Circle, Mt Kisco NY 10549

TO THE CHAIRMAN, ZONING BOARD OF APPEALS: An appeal is hereby taken  
from the decision of the Building Inspector, Peter Miley  
dated 3/16/22. Application is hereby made for the following:

☒ Variation or \_\_\_\_\_ Interpretation of Section \_\_\_\_\_  
of the Code of the Village/Town of Mount Kisco,

to permit the: ☒ Erection; \_\_\_\_\_ Alteration; \_\_\_\_\_ Conversion; \_\_\_\_\_ Maintenance  
of 2 signs

\_\_\_\_\_ in accordance with plans filed on (date) \_\_\_\_\_  
for Property ID # 69.50-2-11 located in the CL Zoning District.

The subject premises is situated on the West side of (street) N Bedford Rd.  
\_\_\_\_\_ in the Village/Town of Mount Kisco, County of Westchester, NY.

Does property face on two different public streets? Yes/No (No)  
(If on two streets, give both street names) \_\_\_\_\_

Type of Variance sought: \_\_\_\_\_ Use ☒ Area

Is the appellant before the Planning Board of the Village of Mount Kisco with regard to this property? ~~Yes~~ No

Is there an approved site plan for this property? Yes in connection with a \_\_\_\_\_ Proposed or \_\_\_\_\_ Existing building; erected (yr.) \_\_\_\_\_

Size of Lot: \_\_\_\_\_ feet wide \_\_\_\_\_ feet deep Area 0.89 acres

Size of Building: at street level 60 feet wide 153 feet deep

Height of building: 24.2 ft Present use of building: \_\_\_\_\_

Does this building contain a nonconforming use? No Please identify and explain: \_\_\_\_\_

Is this building classified as a non-complying use? No Please identify and explain: \_\_\_\_\_

Has any previous application or appeal been filed with this Board for these premises?  
Yes/No? No

Was a variance ever granted for this property? No If so, please identify and explain: \_\_\_\_\_

Are there any violations pending against this property? No If so, please identify and explain: \_\_\_\_\_

Has a Work Stop Order or Appearance Ticket been served relative to this matter?  
\_\_\_\_ Yes or ☒ No Date of Issue: \_\_\_\_\_

Have you inquired of the Village Clerk whether there is a petition pending to change the subject zoning district or regulations? Yes. There is no petition pending to change the zoning district or its regulations.

I hereby depose & say that all the above statements and the statements contained in the papers submitted herewith are true.

[Signature]  
(Appellant to sign here)

Sworn to before me this day of: March 28, 2022

Notary Public, Westchester, County, NY

[Signature]

CHRISTINA M. MARTABANO  
Notary Public-State of New York  
No. 02MA4949038  
Qualified in Westchester County  
Commission Expires May 17, 2023

[TO BE COMPLETED IF APPELLANT IS NOT THE PROPERTY OWNER IN FEE]

State of New York }  
County of Westchester } ss

Being duly sworn, deposes and say that he <sup>has a place of business</sup> resides at located in Mt Kisco in the County of Westchester, in the State of New York, that he is the owner in fee of all that certain lot, piece or parcel of land situated, lying and being in the Village of Mount Kisco, County of Westchester aforesaid and known and designated as number 269 North Bend Road and that he hereby authorized David Visaggi to make the annexed application in his behalf and that the statements contained in said application are true.

[Signature]  
(sign here)

sworn to on  
March 28, 2022

[Signature]

CHRISTINA M. MARTABANO  
Notary Public-State of New York  
No. 02MA4949038  
Qualified in Westchester County  
Commission Expires May 17, 2023

# Exhibit C

## Principle Points and 5 Factors For Zoning Board Of Appeals To Consider

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MAR 29 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

### Background

During the winter of 2019 - 20, I renovated the rear of 269 N Bedford Road, Mount Kisco, and bought a lot of equipment. On March 22<sup>nd</sup>, NY state went on pause.

After a minor heart attack (don't worry, it's figurative not literal!), Meineke Car Care Center (Panhard Meineke) opened its doors April 6 of 2020. It was a slow start because few people were driving.

Our location is in the rear of 269 N Bedford Rd. There is no visibility of our entrance or operation from the street. (please reference Exhibit J1)

It's been nearly 2 years since we opened our doors. N Bedford Road has returned to high traffic= numbers. Despite this and our existing loyal customers, our volume (weekly customer count) is too low to continue at this rate indefinitely.

I believe the current signage is the biggest barrier to reaching the necessary weekly customer count.

### Proper Signage Serves Two Objectives.

- A. To create community awareness of the business.
- B. To help customers locate the business. This applies to customers who are trying to visit the business location for the first time.

Current regulations prohibit Meineke Car Care from mounting a sign on the front or sides of the building unless it is over our entrance. Since we are located in the rear, a sign over our entrance would not help us.

Additionally, regulations prohibit us from putting a sign at the 2<sup>nd</sup> floor level. There are already signs on the 1<sup>st</sup> floor level for the other businesses in the building, which is why we have proposed placing our signs on the 2<sup>nd</sup> floor level.

### Our Current Signage Is Frequently Not Visible

Our directory sign, located in front of the building, is the only Meineke sign permitted in front of the building, for street and pedestrian traffic to see.

The Mount Kisco directory sign regulations are ineffective for this property due to a parking space on each side of the directory sign, which renders the sign invisible when occupied by a vehicle.

THIS HAPPENS EVERY DAY.

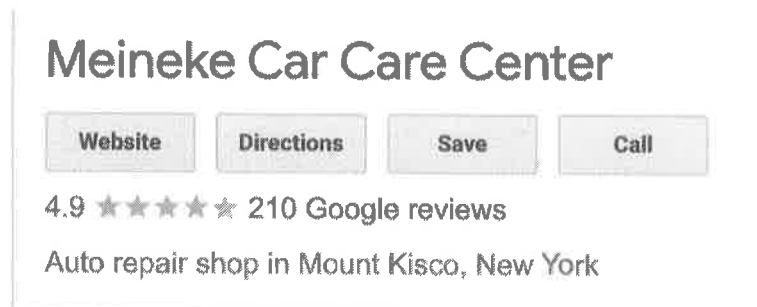
As such, our existing signage fails to serve objectives A (create awareness) & B (help customers locate the business) as listed above.

I routinely get phone calls from new customers who can't find our business. Please reference Exhibit J2, which demonstrates how invisible our current signage is.

### **Our Business Is Experiencing Hardship Due To Ineffective Signage**

Our weekly customer count is well below typical Meineke start up franchisees of our age (2 years old). Instead, we are around the typical 6 month mark.

This is not due to poor customer experiences. If you Google "Meineke Mount Kisco", you'll find we average 4.9 stars for over 200 reviews, which is well above most other auto shops in the area. We serve this community well.



Here are some other points of reference:

Groupon: 4.8 stars, 111 reviews

Yelp: 4.5 stars, 10 reviews

It follows that our low weekly customer count is instead due to lack of consumer awareness and inability of customers to locate our shop.

This problem is not due to insufficient marketing. Our business is found easily online. In addition, both Meineke and I do routine direct mail campaigns. We also have a solid social media presence.

Since both our reputation and our marketing are strong, I conclude that the missing link is our signage.

## Proposal Details

I propose two box style signs to be mounted on the left and right front sides of the building. These are dimensionally compliant with current regulations. (Reference Exhibit D)

I request two variances, which are consistent with other signage in the area and as such would not change the neighborhood character or traffic. Examples below:

1. Sign Not Over The Entrance: Chipotle, down the street from my location, has a sign on the back of its building facing N Bedford Road. (Reference Exhibit J4)
2. Signs At The Equivalent Of The 2<sup>nd</sup> Floor Elevation: Mount Kisco Chevrolet, Rivera Toyota, and Staples, all have signs at a similar elevation to my proposed signs. Their signs may be technically legal because they are not on the 2<sup>nd</sup> floor, however, this is a distinction without a practical difference. (Reference Exhibit J4)

## 5 Factors for Consideration of the Appeals Board

**(1) Whether an undesirable change will be produced in the character of the neighborhood or whether a detriment to nearby properties will be created by the granting of the variance.**

The nature of our signs is consistent with other signage in the neighborhood and will not change the character of the neighborhood.

- There are existing signs on the street that are similar in nature to what we are proposing.
- Chipotle, which has a sign facing the N Bedford Road at the back of the building. (Reference Exhibit J4)
- Kisco Chevrolet, Rivera Toyota, and Staples have signs at a 2<sup>nd</sup> floor elevation. These signs may be legal because they are not technically on the second floor, however, the impact on the character of the neighborhood and traffic should be no different than that of my proposed signs. (Reference Exhibit J4)

*I see no detriment from the signs I'm proposing.*



**(2) Whether the benefit sought by the applicant can be achieved by some feasible method other than a variance.**

The benefit being sought is increased weekly customer count. The factors that impact this are business reputation, marketing, street traffic, and effective signage.

- We have an excellent reputation as can be verified with on-line ratings previously mentioned previously.
- We do a fair amount of marketing.
  - Digital & direct mail
  - social media: Facebook, Instagram, Yelp, and Nextdoor – Mount Kisco.
  - We sell through Groupon.
  - I have participated in networking activities: Mount Kisco Chamber of Commerce and the Mount Kisco chapter of BNI (Business Networking International).
- Our street is highly trafficked.
- Despite street traffic, our existing signage is ineffective.

The existing signage is not merely too small. It is invisible for large parts of the day due to parked vehicles that block the sign. The many cars that pass us each day don't see the sign. (Reference Exhibit J2)

Our signage is unable to create community awareness of our business. It is also unable to help customers locate our business.

*Signage is the most impactful remaining method to solve out customer count problem. All other avenues have been exhausted.*

**(3) Whether the requested variance is substantial.**

Despite the existence of our directory sign on our highly trafficked street, I get complaints every week, by first time customers, who can't locate our business. This indicates that better signage would solve the problem.

Meineke corporate tells us that our weekly customer count is far below Meinekes of the same age, despite proven marketing methods, and despite an excellent reputation. This indicates that an effective solution would be substantial

*The sign is the remaining solution. Other Meinekes with lesser reputations, similar marketing, and better signage have far better traffic than we do at this 2 year mark.*

*The difference in their weekly customer count and ours is substantial and would be corrected by my proposed signage.*

**(4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.**

My proposed signs have no adverse impact on physical or environmental conditions in the area. They would be mounted on a building and not in the way of walking or driving traffic. They would shed the same type of light as other signs in the area so they should not be an undue distraction.

Lastly, the sign construction and sign positioning is consistent with that of other businesses down the street from our location.

*I see no adverse impact on the physical or environmental conditions in the neighborhood.*

**(5) Whether the alleged difficulty was self-created (this will not necessarily preclude the granting of the area variance).**

I suppose the regulations were in place when I rented the location. Not having any retail expertise prior to this, it was hard to judge how much of an impact the sign would have. We made every effort to work with the permitted signage and find other ways to grow. Now, after being in business for nearly 2 years, it's clear that my car count is lower than expectations for the a start up Meineke of its age.

*I can say with confidence that we have tried everything else to increase car count. The remaining step is to improve the signage.*

**In Conclusion**

We opened our doors 3 weeks after Covid shut down NYS. Since we were a new business with no business history, we were ineligible for Federal Covid Aid. We carried the rent and the salaries and 2 years later our weekly customer count is still like that of a Meineke far younger than us.

We are growing but all too slowly. We cannot carry the business indefinitely. We serve the Mount Kisco Community with integrity and competence. Granting this variance will enable us to stay in business and continue to serve Mount Kisco even better than we've done so far.

Thank you for your time and consideration,

David Visaggi  
President  
Meineke Car Care Center, Mount Kisco



OWNERNAME	PROPADDRESS	PROPCITY	PROPZIP	PROPPRINTKEY	C/O	Mailing Address	City	State	Zip
DP 44, LLC	N Bedford, Back of	MOUNT KISCO	10549	69.50-2-12	Diamond Properties	333 N Bedford Road	Mt. Kisco	NY	10549
Burger King Corp #825	230 N Bedford Rd	MOUNT KISCO	10549	69.58-4-1	Ryan LLC	PO Box 460189	Houston	TX	77056
DP 46, LLC	295 N Bedford Rd	MOUNT KISCO	10549	69.50-2-2	Diamond Properties	333 N Bedford Road	Mt. Kisco	NY	10549
Martabano, John R	N Bedford Rd, Back of	MOUNT KISCO	10549	69.50-2-10	MRE Mgmt Corp	27 Radio Circle Dr, Ste. 200	Mt. Kisco	NY	10549
Mac Marty Inc	255 N Bedford Rd	MOUNT KISCO	10549	69.58-3-1	Patricua Maculay	20 Shore Drive	Kingston	MA	02364
DP 47, LLC	283 N Bedford Rd	MOUNT KISCO	10549	69.50-2-3	Diamond Properties	333 N Bedford Road	Mt. Kisco	NY	10549
269 N Bedford Rd Mt Kisco Corp - 271 N Bedford Rd Mt Kisco Corp	271 N Bedford Rd	MOUNT KISCO	10549	69.50-2-9	MRE Mgmt Corp	27 Radio Circle Dr, Ste. 200	Mt. Kisco	NY	10549
283 N Bedford Rd Corp	289 N Bedford Rd	MOUNT KISCO	10549	69.50-2-7	MRE Mgmt Corp	27 Radio Circle Dr, Ste. 200	Mt. Kisco	NY	10549
269 N Bedford Rd Mt Kisco Corp	269 N Bedford Rd	MOUNT KISCO	10549	69.50-2-11	MRE Mgmt Corp	27 Radio Circle Dr, Ste. 200	Mt. Kisco	NY	10549
DP 21 LLC	333 N Bedford Rd	MOUNT KISCO	10549	69.50-2-1	Diamond Properties	333 N Bedford Road	Mt. Kisco	NY	10549
2701 Marion LLC	272 N Bedford Rd	MOUNT KISCO	10549	69.51-3-1.1	Escat Gashi	345 Kear Street, Ste 200	Yorktown Heights	NY	10598
Martabano, John R	N Bedford Rd	MOUNT KISCO	10549	69.50-2-4	MRE Mgmt Corp	27 Radio Circle Dr, Ste. 200	Mt. Kisco	NY	10549
271 No Bedford Rd. Mt Kisco	281 N Bedford Rd	MOUNT KISCO	10549	69.50-2-8	MRE Mgmt Corp	27 Radio Circle Dr, Ste. 200	Mt. Kisco	NY	10549

Exhibit A

Exhibit B

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 19th day of April 2022 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of:

David Visaggi / Panhard Meineke (Meineke Car Care Center, Mount Kisco)  
491 Westchester Ave. Yonkers, NY 10707

from the decision of Peter J. Miley, Building Inspector, dated March 16, 2022 denying the application dated to permit the Installation of 2 wall mounted box signs on the building.

The property involved is known as 269 N Bedford Road, Mount Kisco, NY 10549 and described on the Village Tax Map as Section / Block / Lot 69.50-2-11 and is located on the west side of N Bedford Road in a CL Zoning District.

Said Appeal is being made to obtain a variance from:

Section(s) 89-11 and 89.5 of the Code of the Village/Town of Mount Kisco. (I) Each business establishment shall be limited to one (1) principal sign of any type permitted within such district at the primary public entrance... In the case of a building with more than one business establishment, no additional (secondary) signs are permitted on any portion of the building that is not occupied by that business establishment. (II) which prohibits signs on 2<sup>nd</sup> floor exterior of buildings. Applicant has his entrance at the rear of the building, not visible from the street and is seeking a variance to mount 2 box signs, one on each of the left and right sides of the building, visible from the street, both of which are mounted at the 2<sup>nd</sup> floor level.

Harold Boxer  
Chair Zoning Board of Appeals  
Village/Town of Mount Kisco

**AFFIDAVIT OF MAILING**

**RECEIVED**

**MAR 29 2022**

**Zoning Board of Appeals  
Village/Town of Mount Kisco**

**STATE OF NEW YORK**

}  
}SS.:  
}

**COUNTY OF WESTCHESTER**

David Visaggi

says:

being duly sworn, deposes and

I reside at

491 Westchester Ave, Yonkers NY 10707

On March 25 2022 I served a notice of hearing, a copy of which is attached

hereto and labeled Exhibit A, upon persons whose names are listed in a schedule of property owners within 300 feet of the subject property identified in this notice. A copy of this schedule of property owners' names is attached hereto and labeled Exhibit B. I placed a true copy of such notice in a postage paid property addressed wrapper addressed to the addresses set forth in Exhibit B, in a post office or official depository under the exclusive care and custody of the United States Post Office, within the County of Westchester.

*[Signature]*

Sworn to before me on this

25 day of March 2022

*[Signature]*  
(Notary Public)





## AFFIDAVIT OF PUBLICATION FROM

State of Wisconsin  
County of Brown, ss.:

On the 29 day of March, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Tuttle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Linda Tuttle being duly sworn says that he/she is the principal clerk of **THE JOURNAL NEWS**, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, on the editions dated :

Zone:  
Westchester

Run Dates:  
03/29/2022

Linda Tuttle  
Signature

Sworn to before me, this 29 day of March, 2022

Vicky Felty  
Notary Public, State of Wisconsin, County of Brown

VICKY FELTY  
Notary Public  
State of Wisconsin

My commission expires

Legend:

### WESTCHESTER:

Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincoln Dale, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

### ROCKLAND:

Blaauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Slootsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thjells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0005191897

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David Visaggi / Panhard Corp DBA Panhard Meineke (Meineke Car Care Center, Mount Kisco)  
491 Westchester Ave. Yonkers, NY 10707

from the decision of Peter J. Miley, Building Inspector, dated March 16, 2022 denying the application dated to permit the installation of 2 wall mounted box signs on the building. The property involved is known as 269 N Bedford Road, Mount Kisco, NY 10549 and described on the Village Tax Map as Section / Block / Lot 69.50-2-11 and is located on the west side of N Bedford Road in a CL Zoning District.

Said Appeal is being made to obtain a variance from: Section(s) 89-11 and 89.5 of the Code of the Village/Town of Mount Kisco. (I) Each business establishment shall be limited to one (1) principal sign of any type permitted within such district at the primary public entrance... In the case of a building with more than one business establishment, no additional (secondary) signs are permitted on any portion of the building that is not occupied by that business establishment. (II) which prohibits signs on 2nd floor exterior of buildings. Applicant has his entrance at the rear of the building, not visible from the street and is seeking a variance to mount 2 box signs, one on each of the left and right sides of the building, visible from the street, both of which are mounted at the 2nd floor level.

Harold Boxer  
Chair Zoning Board of Appeals  
Village/Town of Mount Kisco

0005191897



State of New York     )  
                                   ) ss:  
 County of Westchester)

## AFFIDAVIT OF POSTING

**Gilmar Palacios Chin**, being duly sworn, says that on the 13th day of April 2022, he conspicuously fastened up and posted in seven public places, in the Village/Town of Mount Kisco, County of Westchester, a printed notice of which the annexed is a true copy, to Wit: ---

Municipal Building –  
 104 Main Street

X

Public Library  
 100 Main Street

X

Fox Center

X

Justice Court – Green Street  
 40 Green Street

X

Mt. Kisco Ambulance Corp  
 310 Lexington Ave

X

Carpenter Avenue Community House  
 200 Carpenter Avenue

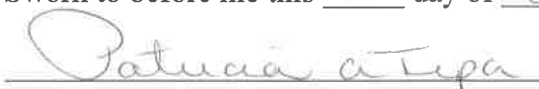
X

Leonard Park Multi Purpose Bldg

X

  
**Gilmar Palacios Chin**

Sworn to before me this 13<sup>th</sup> day of April 2022

  
 Notary Public

**This Lease** made the 27<sup>th</sup> day of June, 2019, between  
269 NORTH BEDFORD ROAD MT. KISCO CORP. with offices c/o 27 Radio Circle, Mount  
Kisco, New York 10549

hereinafter referred to as LANDLORD, and PANHARD CORP. with offices at 491 Westchester  
Avenue, Tuckahoe, New York 10707

hereinafter jointly, severally and collectively referred to as TENANT.

**Witnesseth**, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes  
5,900

from the Landlord approximately ~~XXXX~~ square feet

in the building known as 269 North Bedford Road, Mount Kisco, NY

to be used and occupied by the Tenant

as a Meineke Car Care Center

and for no other purpose, for a term to commence on SEE RIDER 19, and to end  
on 19, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of

PLEASE SEE RIDER

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term,  
except the first instalment, which shall be paid upon the execution hereof.

**THE TENANT JOINTLY AND SEVERALLY COVENANTS:**

**FIRST.**—That the Tenant will pay the rent as above provided.

**REPAIRS**

**ORDINANCES  
AND  
VIOLATIONS**

**ENTRY**

**INDEMNIFY  
LANDLORD**

**MOVING  
INJURY  
SURRENDER**

**NEGATIVE  
COVENANTS**

**OBSTRUCTION  
SIGNS**

**AIR  
CONDITIONING**

**SECOND.**—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or under tenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

**THIRD.**—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signposts or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water-cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

**IT IS MUTUALLY COVENANTED AND AGREED, THAT**

**FIRE CLAUSE**

**EMINENT  
DOMAIN**

**LEASE NOT  
IN EFFECT**

**DEFAULTS**

**TEN DAY  
NOTICE**

**FOURTH.**—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

**FIFTH.**—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be claimed to any such award, the current rent, however, in such case to be apportioned.

**SIXTH.**—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvent act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or, if Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

RECEIVED

MAR 28

Zoning Board of Appeals  
Village of Mount Kisco

RE-POSSESSION BY LANDLORD	<p>If the Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned, or any part of either or in making any other payment here provided for, or if the notice last above provided for shall have been given and if the condition which was the basis of said notice shall exist at the expiration of said ten days' period, the Landlord may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements. In any such case or in the event that this lease be "terminated" before the commencement of the term, as above provided, the Landlord may either re-let the demised premises or any part or parts thereof for the Landlord's own account, or may, at the Landlord's option, re-let the demised premises or any part or parts thereof as the agent of the Tenant, and receive the rent therefor, applying the same first to the payment of such expenses as the Landlord may have incurred, and then to the fulfillment of the covenants of the Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to the Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision, "Sixty" days prior to the expiration of the term, the Landlord shall not re-let the demised premises for the Landlord's own account, then, whether or not the premises be re-let, the Tenant shall remain liable for, and the Tenant hereby agrees to pay to the Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and "additional rent" reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, that is, upon each of such rent days the Tenant shall pay to the Landlord the amount of deficiency then existing. The Tenant hereby expressly waives any and all right of redemption in case the Tenant shall be dispossessed by judgment or warrant of any court or judge, and the Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the demised premises. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.</p>
RE-LETTING	
WAIVER BY TENANT	
REMEDIES ARE CUMULATIVE	<p>In the event of a breach or threatened breach by the Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.</p>
LANDLORD MAY PERFORM	<p>SEVENTH.—If the Tenant shall make default in the performance of any covenant herein contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanics lien be filed against the demised premises or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expenses incurred by the Landlord as in this subdivision of this lease provided, and any amount as to which the Tenant shall at any time be in default for or in respect to the use of water, electric current or sprinkler service, or any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord at any instrument of the regular stipulated rent hereunder or any of said "additional rent" shall not be a waiver of any other "additional rent" then due.</p>
ADDITIONAL RENT	
AS TO WAIVERS	<p>EIGHTH.—The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof no further assignment shall be made without express consent in writing by the Landlord.</p>
COLLECTION OF RENT FROM OTHERS	<p>NINTH.—If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant the Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, and no such collector shall be deemed a debtor of the Landlord hereunder against assignment and underletting, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants herein contained on the part of the Tenant.</p>
MORTGAGES	<p>TENTH.—This lease shall be subject and subordinate at all times, to the lien of the mortgages now on the demised premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the premises. The Tenant will execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instruments for the Tenant.</p>
IMPROVEMENTS	<p>ELEVENTH.—All improvements made by the Tenant to or upon the demised premises, except said trade fixtures, shall when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end of other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear and damages by the elements excepted.</p>
NOTICES	<p>TWELFTH.—Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by mailing the same by certified or registered mail addressed to the respective parties at the addresses set forth in this lease.</p>
NO LIABILITY	<p>THIRTEENTH.—The Landlord shall not be liable for any failure of water supply or electrical current, sprinkler damage, or failure of sprinkler service, nor for injury or damage to person or property caused by the elements or by other tenants or persons in said building, or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said building, or from the pipes, appliances or plumbing works of the same, or from the street or sub-surface, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord, or caused by operations by or for a governmental authority in construction of any public or quasi-public work, neither shall the Landlord be liable for any latent defect in the building.</p>
NO ABATEMENT	<p>FOURTEENTH.—No diminution or abatement of rent, or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law or ordinance of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "services" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "services" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date as above fixed.</p>
RULES, ETC.	<p>FIFTEENTH.—The Landlord may prescribe and regulate the placing of safes, machinery, quantities of merchandise and other things. The Landlord may also prescribe and regulate which elevator and entrances shall be used by the Tenant's employees, and for the Tenant's shipping. The Landlord may make such other and further rules and regulations as, in the Landlord's judgment, may be necessary for the safety, care or cleanliness of the building, and for the preservation of good order therein. The Tenant and the employees and agents of the Tenant will observe and conform to all such rules and regulations.</p>
SHORING OF WALLS	<p>SIXTEENTH.—In the event that an excavation shall be made for building or other purposes upon land adjacent to the demised premises or shall be contemplated to be made, the Tenant shall afford to the person or persons causing or to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person or persons shall deem to be necessary to preserve the wall or walls, structure or structures upon the demised premises from injury and to support the same by proper foundations.</p>
VAULT SPACE	<p>SEVENTEENTH.—No vaults or space not within the property line of the building are leased hereunder. Landlord makes no representation as to the location of the property line of the building. Such vaults or space as Tenant may be permitted to use or occupy are to be used or occupied under a revocable license and if such license be revoked by the Landlord as to the use of part or all of the vaults or space Landlord shall not be subject to any liability. Tenant shall not be entitled to any compensation or reduction in rent nor shall the be deemed constructive or actual eviction. Any tax, fee or charge of municipal or other authorities for such vaults or space shall be paid by the Tenant for the period of the Tenant's use or occupancy thereof.</p>
ENTRY	<p>EIGHTEENTH.—That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine them at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate repairs in any part of the building; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.</p>
NO REPRESENTATIONS	<p>NINETEENTH.—The Landlord has made no representations or promises in respect to said building or to the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord. This instrument may not be changed, modified, discharged or terminated orally.</p>
ATTORNEY'S FEES	<p>TWENTIETH.—If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expenses of attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. Also so long as the Tenant shall be a tenant hereunder, the amount of such "additional rent" shall be deemed to be "additional rent" hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.</p>
POSSESSION	<p>TWENTY-FIRST.—Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason: in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.</p>



THE TENANT FURTHER COVENANTS:	
IF A FIRST FLOOR	TWENTY-SECOND.—If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord, all plate glass therein and furnish the Landlord with policies of insurance covering the same.
INCREASED FIRE INSURANCE RATE	TWENTY-THIRD.—If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be higher than it otherwise would be, then the Tenant will reimburse the Landlord, as additional rent hereunder, for that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged because of the conduct of such business not so permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord; but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified, in any action or proceeding wherein the Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the demised premises, purporting to have been issued by New York Fire Insurance Exchange, or other body making fire insurance rates for the demised premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the demised premises.
WATER RENT	TWENTY-FOURTH.—If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charge according to floor area against all of the rentable floor area in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.
SEWER	
ELECTRIC CURRENT	TWENTY-FIFTH.—That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for a consumption similar to that of the Tenant.
SPRINKLER SYSTEM	TWENTY-SIXTH.—If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep the appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. As additional rent hereunder the Tenant will pay to the Landlord, annually in advance, throughout the term \$....., toward the contract price for sprinkler supervisory service.
SECURITY	\$ 9,250.00 (SEE RIDER) TWENTY-SEVENTH.—The sum of ..... Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.
NUISANCE	TWENTY-EIGHTH.—This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisances, as will in no wise interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the landlord in the management of the building; under penalty of forfeiture of this lease and consequential damages.
BROKERS COMMISSIONS	TWENTY-NINTH.—The Landlord hereby recognizes JEFFERY REALTY and PRINCETON REALTY as the broker who negotiated and consummated this lease with the Tenant herein, and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained therein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community. A sale, transfer, or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.
WINDOW CLEANING	THIRTIETH.—The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window or windows, in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and safety devices required by law, ordinance, regulation or rule, including, without limitation, Section 502 of the New York Labor Law, are provided and used, and unless the rules, or any supplemental rules, of the Industrial Board of the State of New York are fully complied with; and the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant's requiring, permitting, suffering, or allowing any window, or windows in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.
VALIDITY	THIRTY-FIRST.—The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.
EXECUTION & DELIVERY OF LEASE	THIRTY-SECOND.—In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.
EXTERIOR OF PREMISES	THIRTY-THIRD.—The Tenant will keep clean and polished all metal, trim, marble and stonework which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct; and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.
PLATE GLASS	THIRTY-FOURTH.—The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, doors and walls in and about the demised premises. The Landlord may insure and keep insured all plate glass in the skylights, doors and walls in the demised premises, for and in the name of the Landlord and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, additional rent.
WAR EMERGENCY	THIRTY-FIFTH.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.
THE LANDLORD COVENANTS	
QUIET POSSESSION	FIRST.—That if and so long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.
ELEVATOR	SECOND.—Subject to the provisions of Paragraph Fourteenth above the Landlord will furnish the following respective services: (a) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from A.M. to P.M. and on Saturdays from A.M. to P.M.; (b) Heat, during the same hours on the same days in the cold season in each year.
HEAT	

\* Landlord will pay all commissions due Brokers.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day and year first above written.

269 NORTH BEDFORD ROAD MT. KISCO CORP.

By: Donald Martabano, Pres. [L. S.] Landlord

IN PRESENCE OF:

PANHARD CORP.  
By: David Visaggi, Pres. [L. S.] Tenant

RIDER to Lease between 269 NORTH BEDFORD ROAD MT. KISCO CORP., as Landlord and PANHARD CORP., as Tenant, dated June 27 2019.

A. Conflict: In the event of any conflict between the pre-printed portions of this Lease and this Rider, this Rider shall govern.

B. Common Area and Parking: The demised premises shall also be deemed to include the right with others to utilize all common areas of the building and land known as 269 North Bedford Road, Mount Kisco, New York subject to the terms and conditions of this Lease and subject to such non-discriminatory rules and regulations governing the use of such common areas that may be reasonably established from time to time by the Landlord. It is understood and agreed between the Landlord and Tenant herein that all parking areas are intended primarily to be for the benefit of persons patronizing the tenants of 269 North Bedford Road, Mount Kisco, New York. Landlord represents that the far rear parking area as shown on Exhibit A attached hereto is, at the time of this Lease, is leased to a tenant and hence is excluded from Tenant's use.

Notwithstanding the foregoing, Landlord guarantees to Tenant that the land and building owned by the Landlord has sufficient parking for all of the tenants currently occupying the building or who will occupy the building in the future. Tenant will have access to at least twenty-eight (28) parking spaces (which includes one handicapped space) as required for Tenant's use by the Village/Town of Mount Kisco whether satisfied by parking spaces located outside or inside the premises. Further Landlord will designate an area for Tenant's dumpster and parts recycling.

Landlord shall not rent nor allow any non-tenants of 269 North Bedford Road, Mount Kisco, New York to use any portion of the parking area to be utilized by Tenant. Tenant acknowledges that it must share the parking area with other tenants of the 269 North Bedford Road, including presently, DeLuca Auto Repair. Tenant agrees to work with Landlord and other tenants to allocate the parking area.

Notwithstanding all of the above, it is understood and agreed between the Landlord and Tenant herein that the Landlord shall not in any manner be held responsible for enforcing any parking restrictions with respect to the building containing the demised premises. Tenant does have the right to raise any

parking concerns with the Landlord if it is determined that Landlord has failed to provide sufficient parking spaces for all of the tenants in the building and this failure has an impact on Tenant's use of its twenty-eight (28) parking spaces. Landlord acknowledges that in the event that the building's tenants' uses (based on the Village/Town of Mount Kisco parking requirements) exceed what is provided in the parking areas utilized by the building, Landlord has the option of shrinking the back lot parking area as shown on Exhibit "A" to provide additional parking for the tenants of the building known as 269 North Bedford Road.

C. Acceptance of Premises: The Tenant's premises consists of approximately 5,900 square feet located in the rear lower level of the building known as 269 North Bedford Road, Mount Kisco, New York. It is understood and agreed between the parties hereto that the Tenant is taking the premises in its "as is" condition. Notwithstanding the foregoing, it is understood that the premises will be delivered with the heating/ventilation and electrical in working order. The Tenant acknowledges that there is no air conditioning equipment in the premises and Landlord is under no obligation to provide same. Tenant is permitted to install air conditioning in Tenant's waiting area including, if necessary, a condensing unit on roof provided Tenant utilizes Landlord's HVAC contractor if placement will be on the roof.

D. Commencement of Term and Rent: The term of this Lease shall be ten (10) years plus the free rent period. Tenant shall be granted exclusive possession of the premises upon the date that Landlord receives a fully executed Lease together with the first month's rent (\$9,250.00) and security deposit (\$9,250.00). Said date shall be the "Lease Commencement Date".

Tenant's obligation to pay rent shall commence ninety (90) days from the date that Landlord obtains approval for the installation of a directory sign ("Sign Approval Date") for 269 North Bedford Road, Mount Kisco, New York (hereinafter referred to as the "Rent Commencement Date"). It is understood that this Lease is contingent on the Landlord obtaining approval, at Landlord's sole cost and expense, for a directory sign to be located in the front of the building which Tenant has the right to place a sign representing its business at Tenant's sole cost and expense. ~~If the sign approval is not obtained by \_\_\_\_\_, this lease shall terminate and all monies paid by Tenant to the Landlord shall be returned in full. Landlord will provide a copy of the written sign approval to Tenant or Tenant's attorney.~~

~~upon its receipt of same.~~ Said date shall be deemed the Sign Approval Date.

The aforementioned period of time between the Sign Approval Date and the Rent Commencement Date is referred to as the "free rent period". The first month's rent shall be paid on the Lease Commencement Date although it is not due until the Rent Commencement Date. If the Rent Commencement Date is any day other than the first of the month, the first month's rent paid shall be pro-rated accordingly and any overage shall be credited to the next monthly rent due.

The Term Commencement Date is the date which determines the term of the lease, rent increases and expiration date of the Lease shall be the first day of the month following the Rent Commencement Date unless the Rent Commencement Date falls on the first of a given month than the Term Commencement Date shall be the same date as the Rent Commencement Date. The Lease shall expire ten (10) years from the Term Commencement Date.

The Landlord and Tenant shall execute a Commencement Date Agreement once the dates are set. A copy of a draft Commencement Date Agreement is attached hereto. The failure of the Tenant to execute a Commencement Date Agreement shall be deemed a material default under this Lease.

E. Tenant's Construction; Fixtures: Any physical alterations or improvements to the demised premises desired to be made by the Tenant herein shall receive the advance approval of the Landlord and all work to be performed by the Tenant shall be in a good and workmanlike manner with first quality materials. The Tenant shall be required to obtain all necessary municipal and health department approvals prior to the commencement of the work. In the event that any work performed by the Tenant herein results in the filing of a mechanic's lien against the demised premises, Tenant shall be required to remove such lien by bond or otherwise within sixty (60) business days of such lien first being filed against the premises and service of mechanic's lien upon Tenant. A failure of the Tenant to do so shall constitute a breach of this Lease which shall entitle the Landlord to commence summary dispossession proceedings against the Tenant herein.

With respect to any construction performed by Tenant or Tenant's agents, contractors, subcontractors etc., Tenant must provide evidence to Landlord of compliance with the insurance requirements in Provision "I" of the Lease.

All present improvements to the demised premises and all subsequent improvements to be made by the Tenant herein, including all fixturing therein, shall become the property of the Landlord upon such improvements or fixturing first being affixed or installed in the demised premises. Notwithstanding the foregoing, Landlord will recognize Tenant's lender with respect to any financing obtained by Tenant and Tenant shall provide any subordination forms to Landlord to be signed.

Upon the termination of this Lease, the Landlord may, at its option, require the Tenant's removal of any improvements made by the Tenant that are not desired at that time by the Landlord. Notwithstanding the aforesaid, the Tenant shall be permitted, if such Tenant is not in default, to remove its own trade fixtures and/or equipment at the expiration of this Lease, such removal to be without damage to the demised premises. However, in the event that the Tenant is in default of any provision of this Lease, Tenant shall not remove any fixtures, equipment or improvements, including trade fixtures, and same shall be held by the Landlord as additional security for the full and faithful performance of the terms and conditions of this Lease.

Upon the completion of any work performed in connection with a Building Permit issued to Tenant, Tenant shall provide Landlord with a copy of the Certificates of Occupancy as proof of Tenant's compliance.

F. Term; Fixed Minimum Annual Base Rent: The term of this Lease shall be ten (10) years. The Fixed Minimum Annual (Monthly) Base Rent shall be as follows:

First Year:	\$ 111,000.00 (\$ 9,250.00 per month)
Second Year:	\$ 113,775.00 (\$ 9,481.25 per month)
Third Year:	\$ 116,619.38 (\$ 9,718.28 per month)
Fourth Year:	\$ 119,534.86 (\$ 9,961.24 per month)
Fifth Year:	\$ 122,523.23 (\$ 10,210.27 per month)
Sixth Year:	\$ 125,586.31 (\$ 10,465.53 per month)
Seventh Year:	\$ 128,725.97 (\$ 10,727.16 per month)
Eighth Year:	\$ 131,944.12 (\$ 10,995.34 per month)
Ninth Year:	\$ 135,242.72 (\$ 11,270.23 per month)
Tenth Year:	\$ 138,623.79 (\$ 11,551.98 per month)

The Fixed Minimum Monthly Rent shall be due and payable on the first day of each month together with any additional rent payments if applicable. In the event the Tenant fails to pay



such rental within the first seven (7) days of each month, then and in that event the Landlord shall be entitled to a 3% penalty of the outstanding monthly rental then applicable to the demised premises.

G. Use of Premises: Tenant shall use the demised premises for auto repair service, related uses and all uses permitted by Law, subject to Landlord's prior reasonable approval, relevant municipal approvals, and Tenant's obligation to make application for and to obtain any and all certificates and/or permits required to allow Tenant's use from any governmental agency having jurisdiction over the premises.

The "Law" is any present or future law, statute, ordinance, regulation, code, judgment, injunction, arbitral award, order, rule, directive, proclamation, decree, common law or other requirement, ordinary or extraordinary, foreseen or unforeseen, of the Federal or any state or local government, or any political subdivision, arbitrator, department, commission, board, bureau, agency or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the premises; and any reciprocal easement, covenant, restriction, or other agreement, restriction, or easement of record affecting the premises as of the date of this Lease or subsequent thereto.

Landlord will cooperate with Tenant with any reasonable requests of Tenant's franchisor, Meineke.

H. Maintenance: Tenant shall keep the demised premises at all times in a state of good repair, except that the Tenant shall not be responsible for structural repairs unless such structural repairs result from the negligence of the Tenant. Structural repairs, as used herein, shall be deemed to mean the walls, floor and roof of the building containing the demised premises, except that it shall not be deemed to include any wall, floor or ceiling coverings. Tenant shall be responsible for any repairs to such coverings except when such repairs are necessitated due to the negligence of the Landlord. Tenant shall also be responsible for the maintenance and repair of all doors, light fixtures, partitions, equipment, heating and ventilation equipment (including the heating and ventilation unit(s) located in the premises), electrical systems and plumbing fixtures located in or servicing the demised premises.

Tenant is responsible for all snow removal from the entranceways/driveways and parking areas. Tenant may contract with other tenants occupying the building in order to share the costs of the snow removal. Landlord shall not be responsible for any snow removal including but not limited to the easement area.

I. Insurance: So long as Tenant is not in default under this Lease, Landlord shall, during the term of this Lease, provide Tenant with reasonable evidence of Landlord's insurance coverage for the premises, within 10 business days of reasonable request by Tenant. However, notwithstanding the above, Landlord shall have no obligation to maintain any specific insurance coverage for the premises.

Tenant's Insurance Obligations: Tenant shall, during the term and any extensions or same, maintain in full force and effect or cause to be maintained in full force and effect: (i) policies of commercial general liability insurance protecting Tenant against claims of third parties (maintained in full force and effect a standard policy of commercial liability insurance protecting tenant) with a primary liability coverage of \$ 1,000,000 per occurrence and \$ 2,000,000 in the annual aggregate; (ii) Tenant shall maintain property insurance covering all improvements made or acquired at tenant's expense and personal property insuring against (a) all risks, including fire, other risks, insured under a customary form of policy as of the Lease Commencement Date, and (b) business interruption insurance in an amount sufficient to cover Base Rent and all Additional Rent payments, originating with respect to losses to property, such policy shall be in an amount equal to 100% of the Full Replacement Cost (hereinafter defined) of all improvements and personal property, but such coverage shall be, in any event, at least sufficient to avoid the effect of the co-insurance provisions of the applicable policy or policies.

The term "Full Replacement Cost" shall mean the actual replacement cost of the improvements and personal property, including the cost of demolition and debris removal and without deduction for depreciation and excluding the cost of excavation, foundation and footings.

The property insurance shall include rental value or business interruption insurance on a "rented or vacant" basis against loss or damage by fire, lightning, vandalism, malicious mischief, riot and civil commotion and all hazards included in the present uniform standard extended coverage endorsement or

under the provisions of such extended coverage endorsements, as may be available in an amount sufficient to pay all Rent and Additional Rent under this Lease, required to be paid for at least twelve (12) months or for such period as Landlord or Landlord's mortgagee shall reasonably require; (iii) workers' compensation and employer's liability insurance as required by law and which shall include employer's liability insurance for all employees of Tenant, in accordance with the statutory limits required by Law; and (iv) automobile liability insurance (including coverage for owned, leased, hired and non-owned vehicles) with a limit of at least \$ 1,000,000.

The property damage policy shall (a) name Landlord as loss payee as its interests may appear and shall expressly provide that any losses thereunder shall be adjusted with Landlord, Tenant; and (b) all proceeds paid under such policies shall be applied in accordance with the requirements of this Lease. The Liability Policy shall name Tenant as insured and shall include as additional insureds the Landlord.

Insurance Requirements: All policies required by this provision shall be issued by insurance companies licensed to do business in the State of New York. All such insurers shall have a claims paying ability rating of no less than "A-" and a financial class category rating of at least "VIII" by A.M. Best Company (or any successor rating agency or entity reasonably selected by Landlord is A.M. Best Company discontinues publishing ratings of insurance companies or if the rating system is changed).

Subrogation: Landlord and Tenant will cause their respective insurers to waive all rights of subrogation or recovery against the other and their respective employees, officers, directors, agents and representative as respects to all insurance maintained or required to be maintained by the parties hereunder. Landlord maintains standard commercial property and liability insurance. Subrogation is waived as long as Landlord maintains such insurance.

Such policy may be carried under a blanket policy covering the premise and other locations of Tenant and Tenant's affiliates, if such blanket policy contains and endorsement that guarantees a minimum limit available for the premises equal to the minimum limits required and that the minimum limits shall not be reduced for claims made with respect to other properties, and otherwise complies with this provision. No insurance coverage obtained by Tenant shall contain a deductible or self-

insured retention in excess of \$ 5,000.00 without the prior written consent of the Landlord.

All insurance policies shall (i) contain endorsements that such insurance may not be canceled or amended, except upon not less than thirty (3) days prior written notice to landlord, and (ii) be written as primary policies not contributing to or in excess of any policies carried by Landlord, and (iii) each contain a Waiver of Subrogation endorsement, in form and substance reasonable satisfactory to Landlord, in favor of the Landlord.

Concurrently with the date that Tenant takes possession of the premises and thereafter at least 30 days prior to the expiration of any policy, Tenant shall deliver a binding certificate or certificates evidencing the insurance required in form and content reasonably satisfactory to Landlord, together with evidence of payment of the annual premium for each policy. In addition, Tenant shall at any time and from time to time during the term and any extensions, promptly upon Landlord's request, furnish Landlord with a copy of the then current paid-up policy, appropriately authenticated by the insurer or, at Landlord's option, the Declarations page of such policy evidencing the required insurance.

If Tenant fails to maintain the insurance required or to timely furnish to Landlord the required evidence of such insurance and payment of the insurance premiums, Tenant shall be responsible for all liabilities incurred by Landlord with respect to such default, including any liabilities that would have been covered by the insurance Tenant is required to maintain. If Tenant fails to maintain the insurance, Landlord may, at its option, in addition to exercising any other remedies available, obtain the insurance, in which event, Tenant shall reimburse Landlord, as additional rent, within 10 days of being billed for same, for the costs incurred by Landlord to obtain such insurance.

Tenant shall require contractors, subcontractors etc. or any other entities providing services, materials or labor to all or any portion of the demised premises to maintain insurance as most commonly required including but not limited to workers compensation insurance and commercial general liability insurance. Tenant shall not permit un-insured contractors/subcontractors to perform work on the premises.

J. Utilities: Tenant shall be responsible for and promptly pay all charges for utilities, such as electricity, water, gas, or any other utility used or consumed in the demised premises. The Tenant shall also provide for garbage removal from the demised premises, which such removal shall be on a timely basis to avoid any accumulation of refuse in the common areas.

Tenant may contract with a private carter or utilize the Town of Mount Kisco garbage disposal service if same are available at the time of tenancy. Tenant acknowledges that it has an affirmative obligation to keep its dumpster's area free of debris, i.e. all refuse must be placed inside the dumpster container, and the lid of the dumpster shall remain closed at all times to prevent illegal dumping. All boxes and other such debris must be cut, flattened and placed inside the garbage container obtained by Tenant. Should it be determined that the garbage removal service obtained by Tenant is not adequate and/or results in the Landlord receiving violations or notices from the municipality with respect to garbage produced by the Tenant, Tenant will agree to increase its garbage service in order to adequately dispose of its garbage. In order to maintain a clean and orderly building, Landlord reserves the right to make reasonable rules and regulations with respect to the disposal of garbage and placement of garbage containers. It is understood that no garbage containers are permitted in the easement area.

In the event that the Landlord is fined by the municipality or other government agency due to a failure of the Tenant to maintain its refuse properly, the Tenant will be billed by the Landlord and will be liable for its share of any costs incurred by Landlord in connection with same including but not limited to attorney's fees, clean-up costs and fines.

K. Limitation of Liability of Landlord: Anything in this Lease to the contrary notwithstanding, Tenant for itself, its successors and assigns, covenants and agrees that the liability of the Landlord shall be limited so that only the assets of the Landlord consisting of the building containing the demised premises and the land upon which it is situate, if any, owned by the Landlord, shall be available and/or liable for the satisfaction or security for payment of any judgment or claim against the Landlord or any indebtedness of Landlord arising from any default by the Landlord. Tenant for itself, its successors and assigns, covenants and agrees that no other assets of the Landlord or of any of the principal of the

corporate Landlord, whether owned by them jointly, or severally, directly or indirectly, shall be liable to pay or satisfy any such judgment, claim, demand or indebtedness arising from any default by the Landlord.

L. Waiver of Counterclaim, Set-Off or Deduction: In the event that a dispute arises between the parties hereto which cannot be resolved by the parties, the Tenant reserves all rights it has to institute a proceeding or action against the Landlord for its alleged breach. However, the Tenant does hereby agree that notwithstanding any breach by the Landlord, it will continue to pay all rents as hereinbefore referred to. Tenant waives any and all rights to setoff, deduct or counterclaim against the Landlord in any actions or proceedings brought by the Landlord to recover possession for non-payment of rent or to recover the rents, whether by summary proceeding or otherwise. Any such actions commenced by the Tenant and the Landlord shall not be consolidated at any time so as to defeat the purpose of this waiver.

M. Assignment: It is understood and agreed that if the Tenant requests an assignment of this Lease to a third party, the Landlord shall have the right to either consent to such assignment if such prospective new tenant be otherwise acceptable, or reject such assignment if such prospective new Tenant is otherwise unacceptable. Notwithstanding the foregoing, the Landlord's consent to such assignment may not be unreasonably withheld or denied, but the Landlord may take into consideration in his determination the following factors, among others: the impact of the proposed Tenant's business on other Tenants i.e. the proposed assignee cannot be in competition with any of the other tenants in the same building; any effect on Landlord's site plan approval i.e. the proposed assignee cannot be of a nature which would require additional parking spaces etc.; and the financial position of the proposed assignee. In the event of an assignment, with the Landlord's consent, the Tenant herein shall nevertheless remain liable under the terms of this Lease. The Landlord shall have the option if he consents to such assignment to receive two (2) additional months security at the prevailing rental at the time of such assignment as a condition precedent to same. A transfer of the majority of shares of any tenant's corporation shall be considered an assignment for the purpose of this paragraph.

In the event that the Tenant requires an assignment, Tenant or Tenant's assignee must pay for each assignment a fee of

\$ 2,500.00 to Landlord as additional rent for the assignment plus reasonable attorney's fees and disbursements expended by Landlord's attorney for the review and preparation of any documents in connection with said assignment.

N. Brokerage: It is understood and agreed between the parties hereto that no brokers other than Jeffery Realty and Princeton Realty Group have brought about the lease of the demised premises. In the event any other broker makes a claim against the Landlord herein, based upon alleged conversations or arrangements with the Tenant herein, the Tenant hereby agrees to indemnify and hold the Landlord harmless from any and all claims with respect to same, including the possible defense costs associated with same. Landlord agrees to pay the brokers' fees pursuant to a separate agreement.

O. First Option to Renew: Provided that the Tenant is not in default with respect to any of the terms or conditions of this Lease, the Tenant shall an option to renew this Lease for an additional period of five (5) years upon the same terms and conditions as set forth herein except that the Fixed Minimum Annual Base Rent for each year of the first option term shall be as follows:

1 <sup>st</sup> Year of Option:	\$ 142,089.38 (\$ 11,840.78/mo)
2 <sup>nd</sup> Year of Option:	\$ 145,641.62 (\$ 12,136.80/mo)
3 <sup>rd</sup> Year of Option:	\$ 149,282.66 (\$ 12,440.22/mo)
4 <sup>th</sup> Year of Option:	\$ 153,014.73 (\$ 12,751.23/mo)
5 <sup>th</sup> Year of Option:	\$ 156,840.10 (\$ 13,070.01/mo)

To exercise this right to renew, Tenant must give written notice to Landlord hand delivered or overnight mail no later than six months prior to the expiration date of the term of this Lease. Failure to provide the proper notice in a timely fashion will be deemed a waiver of the right to renew.

P. Second Option to Renew: Provided that the Tenant is not in default with respect to any of the terms or conditions of this Lease, the Tenant shall an option to renew this Lease for an additional period of five (5) years upon the same terms and conditions as set forth herein except that the Fixed Minimum Annual Base Rent for each year of the second option term shall be as follows:

1 <sup>st</sup> Year of 2 <sup>nd</sup> Option:	\$ 160,761.10 (\$ 13,396.76/mo)
2 <sup>nd</sup> Year of 2 <sup>nd</sup> Option:	\$ 164,780.13 (\$ 13,731.68/mo)
3 <sup>rd</sup> Year of 2 <sup>nd</sup> Option:	\$ 168,899.63 (\$ 14,074.97/mo)

4<sup>th</sup> Year of 2<sup>nd</sup> Option:       \$ 173,122.12 (\$ 14,426.84/mo)  
5<sup>th</sup> Year of 2<sup>nd</sup> Option:       \$ 177,450.17 (\$ 14,787.51/mo)

To exercise this right to renew, Tenant must give written notice to Landlord hand delivered or overnight mail no later than six months prior to the expiration date of the first option term of this Lease. Failure to provide the proper notice in a timely fashion will be deemed a waiver of the right to renew.

Q. Acceleration: In the event that the Tenant defaults in the payment of its rent or any additional rent under this Lease and Tenant fails to cure said default within fifteen (15) days of the Landlord's written notice to Tenant of said default, then the entire amount of rent due for the period remaining under the Lease shall become due and payable to the Landlord. It is hereto agreed that the acceptance of rent and/or Landlord's repossession of the premises shall not prejudice the Landlord's right to bring an action for rent arrearages.

R. Corporate Tenant: Tenant shall provide Landlord with a copy of its filing receipt together with a copy of its "Assumed Name" certificate, if applicable, and the names and addresses of the company's officers, upon the execution of this Lease.

S. Holdover Rent: INTENTIONALLY DELETED

T. Seven Day Notice: In the event of Tenant's non-payment of rent and/or additional rent, Landlord may serve a seven (7) day notice of intention to re-enter the premises by summary proceeding if the default is not cured by the expiration of the seven days. To the extent that Paragraph SIXTH of the pre-printed portion of this Lease would indicate otherwise, paragraph SIXTH shall not be applicable and shall be applicable only to defaults other than the payment of rent and/or additional rent.

U. Heating and Ventilation: If applicable, it is understood and agreed that the Tenant is responsible for the maintenance and repair of the heating and ventilation unit or units which provide service to Tenant's demised premises. During the term of this Lease, Tenant agrees to obtain a yearly maintenance agreement for the unit or units from a reputable service company and shall provide Landlord, upon request, with a copy of the service maintenance agreement showing that it is in full force and effect.



V. Security: Tenant has posted one month's rent equal to \$ 9,250.00 as security for the faithful performance of the obligations of this Lease. Notwithstanding the foregoing, if Tenant is more than three times a year late in the payment of rent, Landlord shall have the option to demand that Tenant post additional security in order to match one month's of the current monthly rental which may include additional rent being paid by the Tenant at that time.

W. Removal of Garbage Associated with Tenant's Improvements: Tenant agrees that it shall contract with a private carter or shall provide for the removal of any excess garbage such as boxes, crates, construction material and waste etc. associated with installation or construction of any improvements. Tenant shall advise its agents, employees and contractors not to dispose of any such garbage in the building's common area or easement. Any material and/or boxes which are attributed to Tenant's moving or improvements that must be removed or cleaned up by the Landlord, the costs of such removal shall be billed to the Tenant.

X. Signage: The Tenant shall have the right to install a sign or signs subject to Tenant conforming with all applicable local codes and ordinances pertaining to same and further provided Landlord has given advanced written consent, which such consent shall not be unreasonably withheld or delayed. Tenant shall be obligated for the costs of installing any such signage utilized in connection with Tenant's premises. Landlord shall apply for and obtain approval for a directory sign for the building. Landlord shall bear the costs of the directory sign but Tenant shall be responsible for the cost and installation of its own inserts. Tenant shall be entitled to install a sign that occupies two-thirds of the directory sign.

Y. Attorney's Fees: In any action arising out of or in any way connected to this Lease, Tenant's use and occupancy of the premises or Landlord's obligation with respect to the Lease, each party shall be responsible for its own legal fees and expenses unless otherwise noted. Notwithstanding the foregoing, in the event that the Landlord is required to retain the services of an attorney to collect rent from the Tenant duly owed to the Landlord, Tenant will be liable to the Landlord for the costs of those legal services and same shall be deemed additional rent.

Z. Plate Glass Insurance Coverage: It is acknowledged and understood that the Tenant will self-insure itself with respect

to the plate glass coverage and hence, Tenant is responsible for the replacement or repair of any damaged plate glass.

AA. Additional Fees: Tenant shall be responsible for any additional fees such as court filing fees, process server fees and returned check fees (\$ 50.00) incurred by the Landlord in connection with Tenant's tenancy. Such fees will be billed to the Tenant and shall be deemed additional rent. In addition, Landlord may charge \$ 100.00 to review any documents required by Tenant from third parties other than building permits and/or signage applications.

BB. Water/Sewer Charges: It is acknowledged that water/sewer bills for the premises are sent directly to the Landlord four (4) times a year which are then forwarded immediately to the Tenant for their prompt direct payment to the municipality of the Village/Town of Mount Kisco. Tenant shall be responsible for the payment of the water charges and any late penalties. Further, in the event that the Tenant fails to pay the water/sewer charges and late penalties are levied against the premises, Tenant shall be responsible for the any additional levy fees and penalties imposed by the municipality in addition to a \$ 75.00 administrative fee imposed by the Landlord. Water/sewer charges, fees and penalties shall be deemed additional rent with respect to this Lease.

CC. Access Easement: Landlord herein discloses that access to the north side of the premises and parking area in the rear of the building is pursuant to a right of way owned by a third party. Hence, utilization of the access easement is subject to the rights and obligations which run with it. Tenant acknowledges that its demised premises does not include the existing customer parking which lies in the access easement but Tenant may utilize same as prior tenants have done pursuant to current site plans for the buildings known as 269 North Bedford Road and 271 North Bedford Road. Tenant agrees to not store any vehicles, place any dumpsters or install any improvements or fixtures in the easement area and shall direct its employees, invitees, etc. to not block ingress and egress within the easement. Tenant agrees to abide to any rules established from time to time with respect to the easement area whether by the Landlord or the access easement owner.

It is understood that any future site plans of Tenant must be reviewed by Landlord prior to submission to the Town/Village of Mount Kisco to insure that the access easement is properly

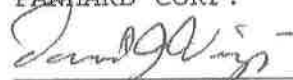
represented due to a settlement agreement reached with the  
access easement's owner.

269 NORTH BEDFORD ROAD MT.  
KISCO CORP.



By: Donald Martabano, Pres.

PANHARD CORP.



By: David Visaggi, Pres.

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement is being executed pursuant to a Lease dated as of 6/27/19, 2019 between 269 NORTH BEDFORD ROAD MT. KISCO CORP. (hereinafter referred to as "Landlord"), and PANHARD CORP. (hereinafter referred to as "Tenant"). Landlord and Tenant agree that:

1. The Lease Commencement Date is 6/27/19.
2. The Sign Approval Date is June 19, 2019.
3. The Term Commencement Date of the Lease is October 1, 2019.
4. The Rent Commencement Date of the Lease is September 16 2019.
5. The expiration date of the Lease is September 30, 2019.
6. Tenant shall provide Landlord with a copy of its Certificate of Occupancy.

Agreed and Executed

6/27/19

269 NORTH BEDFORD ROAD MT.  
KISCO CORP.

Donald Martabano

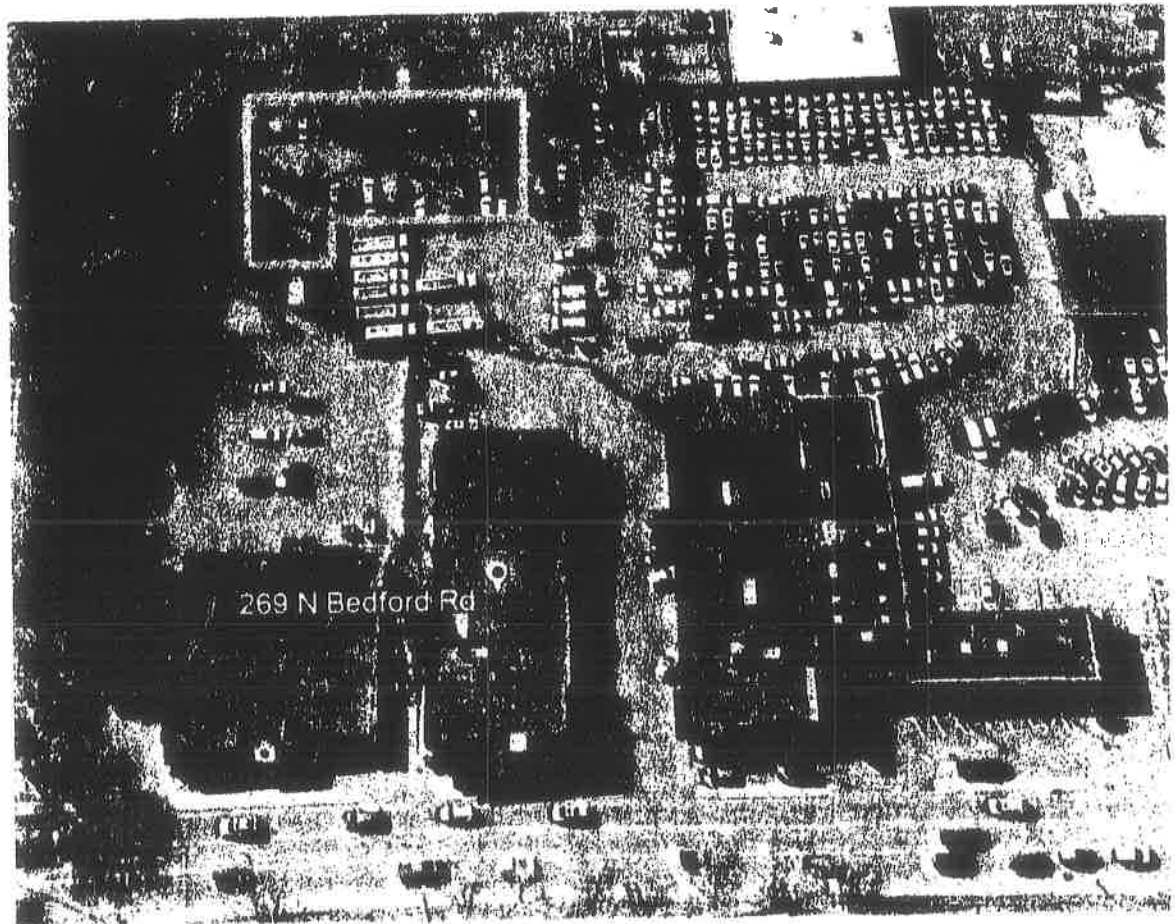
By: Donald Martabano, Pres.

PANHARD CORP.

David Visaggi

By: David Visaggi, Pres.

EXHIBIT A



MODIFICATION TO COMMENCEMENT DATE AGREEMENT

252 NORTH BEDFORD ROAD MT. KISCO CORP., LANDLORD

(LANDLORD) c/o KIP, TENANT

This Modification between Landlord and Tenant shall modify the Lease between the parties dated June 27, 2018 in connection with the property located at 252 North Bedford Road, Mt. Kisco, New York

Paragraph 6 of the Commencement Date Agreement shall be modified to reflect the correct expiration date from September 30, 2019 to September 10, 2019

This Modification can be executed with original, faxed, email or electronic signatures in one or more counterparts, each of which will be deemed to be an original copy of this Modification and all of which, when taken together, will be deemed to constitute one and the same Modification.

All other terms of the Commencement Date Agreement and Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Modification made at of day of October, 2019

252 NORTH BEDFORD ROAD MT. KISCO CORP.

  
Donald MacCubano, President  
Landlord

# Exhibit D

**RECEIVED**

**MAR 29 2022**

Rendering Of Proposed Signage

Zoning Board of Appeals  
Village/Town of Mount Kisco



/SignaramaMillwood

**(914) 666-7446**

Signarama-Millwood.com

5 Schuman Rd. Millwood, NY 10546



**Signarama**  
The way to grow your business.

Millwood, NY

## Project Image - Meineke Car Care Center - Page 1



## Project Information

269 N. Bedford Road,  
Mount Kisco, NY 10549

- Width: 120 in
- Height: 23 in
- Acrylic Face with Vinyl Graphics
- Two New Lightboxes Affixed to Building With Appropriate Hardware (One Lightbox on North-facing side & One Lightbox on South facing side)
- 6.5" depth
- Largest Letter Size: 12 in
- Colors (CMYK):  
Yellow: C-0 M-9 Y-94 K-0  
Red: C-0 M-100 Y-100 K-0  
Black





/SignaramaMillwood

**(914) 666-7446**

Signarama-Millwood.com

5 Schuman Rd. Millwood, NY 10546



**Signarama**  
The way to grow your business.

Millwood, NY

## Project Image - Meineke Car Care Center - Page 2



## Project Information

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Red: C-0 M-100 Y-100 K-0  
Black



RECEIVED

MAR 29 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

## Exhibit J2

1. View of building from across the street
2. View of signage from the north
3. View of signage from the south

The following image represents the view of the building from the across the street (east side of street) on N Bedford Road.

You can see from this images that there is a parking space on each side of the directory sign.

When someone is parked in the 2 parking spaces to the north and the south of the directory sign it is, from a practical standpoint, invisible.

There are cars parked in those spaces regularly.

**The directory sign is routinely hidden.**

After this image you'll see images of the view from the north, south and of also what the customer sees as they drive to the rear of the building where our entrance is.



TheCleanBedroom

Organic Pillows, Sheets, Comforters, Rugs, PJ's

Open

Organic Mattresses, Adjustable Beds, Luxury Mattresses

Mattresses, Bedding, Furniture

FLY FIRST CLASS  
SLEEP FIRST

Open



The following images represent the view of the building from south of the building, while heading northbound on N Bedford Road.

You can see from these images that when a vehicle is parked in the parking space in front of the building to the south side of the directory sign that the directory sign is fully eclipsed until you are just about next to the sign.

When someone is parked in the 2 parking spaces to the north and the south of the directory sign it is, from a practical standpoint, invisible.

There are cars parked in those spaces regularly. **The directory sign is regularly hidden.**









*Mattresses*

**VISPRING**

Luxury Beds - London 1901

*Mattresses*











Organic Mattresses

Adjustable Beds

Luxury Mattresses

269 N. BEDFORD RD.

**meineke**

car care center

NOW OPEN

LADUCA AUTO

Expert  
AUTOMOTIVE SERVICE



The following images represent the view of the building from north of the building, while heading southbound on N Bedford Road.

You can see from these images that when a vehicle is parked in the parking space in front of the building to the north side of the directory sign that the directory sign is fully eclipsed until you are just about next to the sign.

When someone is parked in the 2 parking spaces to the north and the south of the directory sign it is, from a practical standpoint, invisible.

There are cars parked in those spaces regularly. **The directory sign is regularly hidden.**





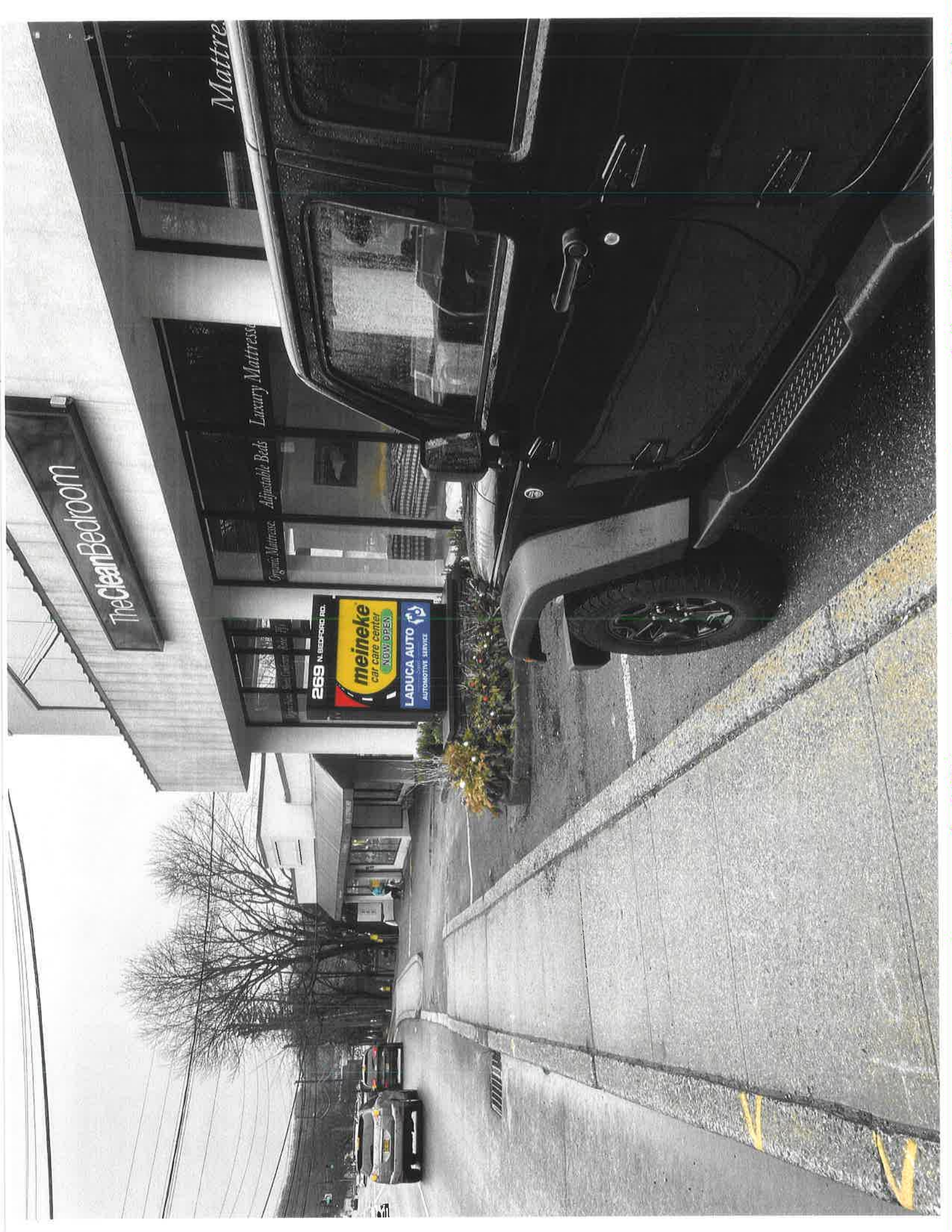












The Clean Bedroom

Mattress

Luxury Mattresses

Adjustable Beds

Original Mattresses

269 N. BEDFORD RD.

meineke  
car care center  
NOW OPEN

LADUCA AUTO  
AUTOMOTIVE SERVICE



RECEIVED

MAR 29 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

## Exhibit J3

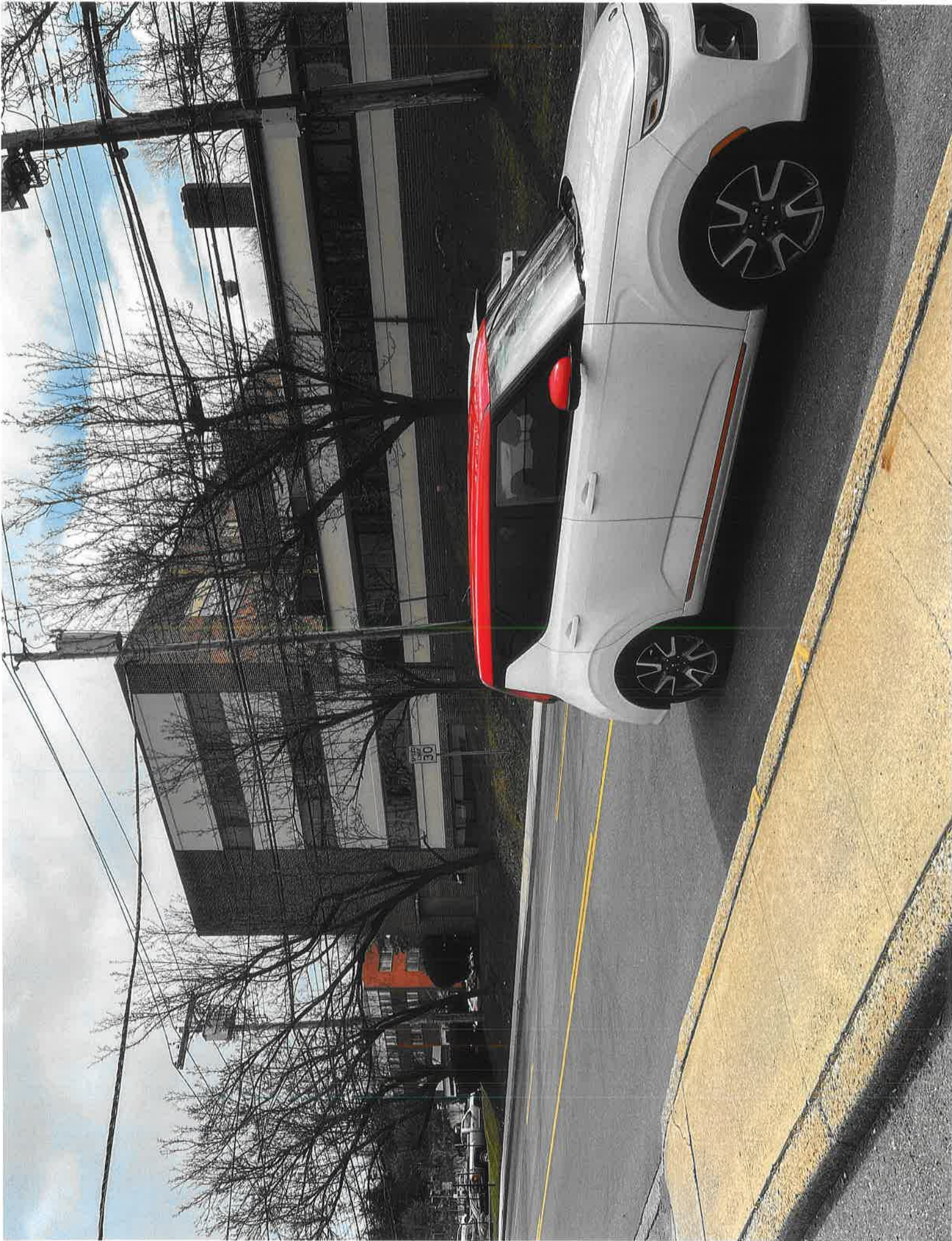
Images Of Area Immediately Surrounding Street Frontage













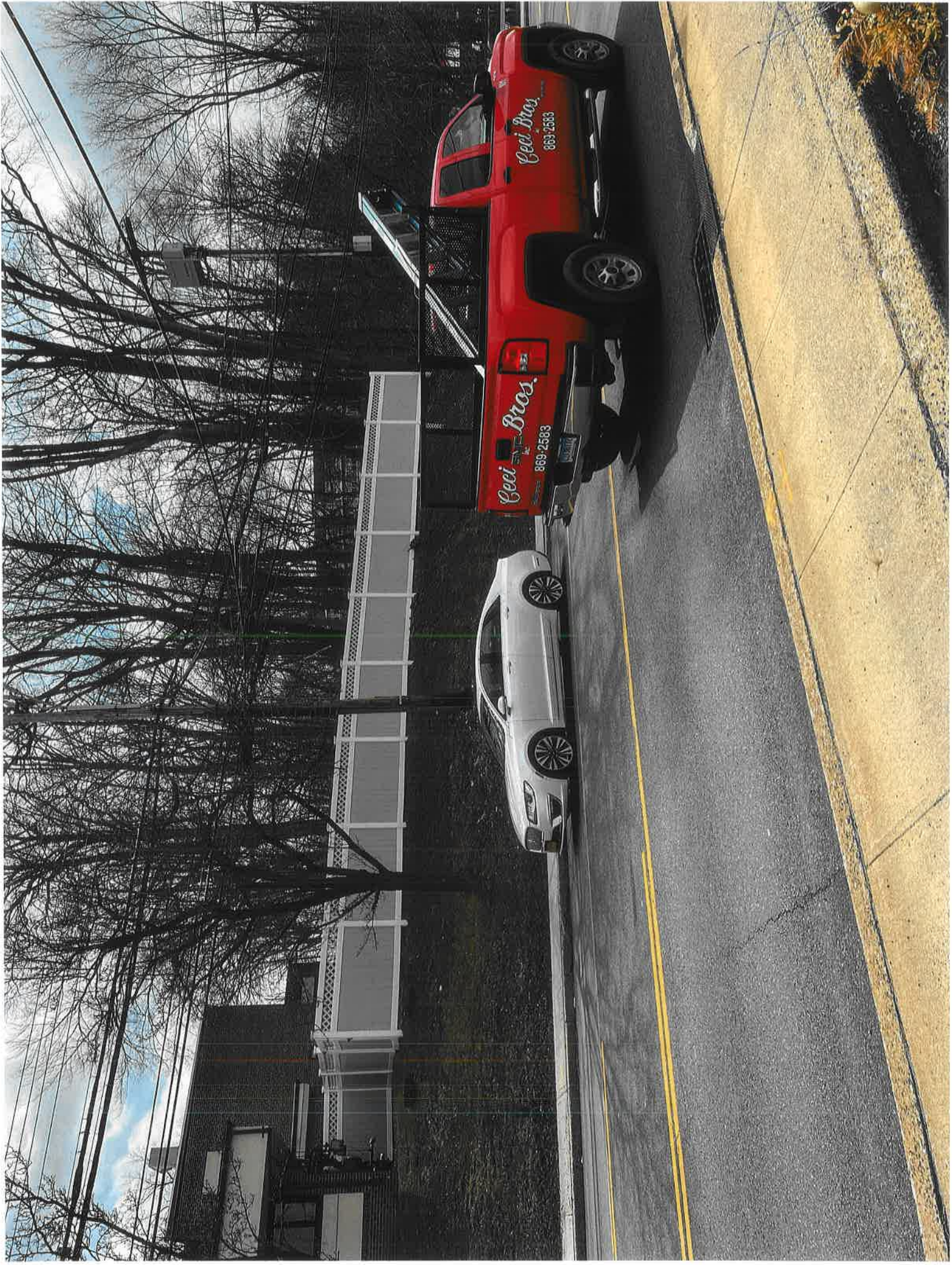


30













LADUCA AU  
Expert  
AUTOMOTIVE SERVICE

mein  
car care  
NOW

269 N. BED









RECEIVED

MAR 29 2022

Zoning Board of Appeals  
Village/Town of Mount Kisco

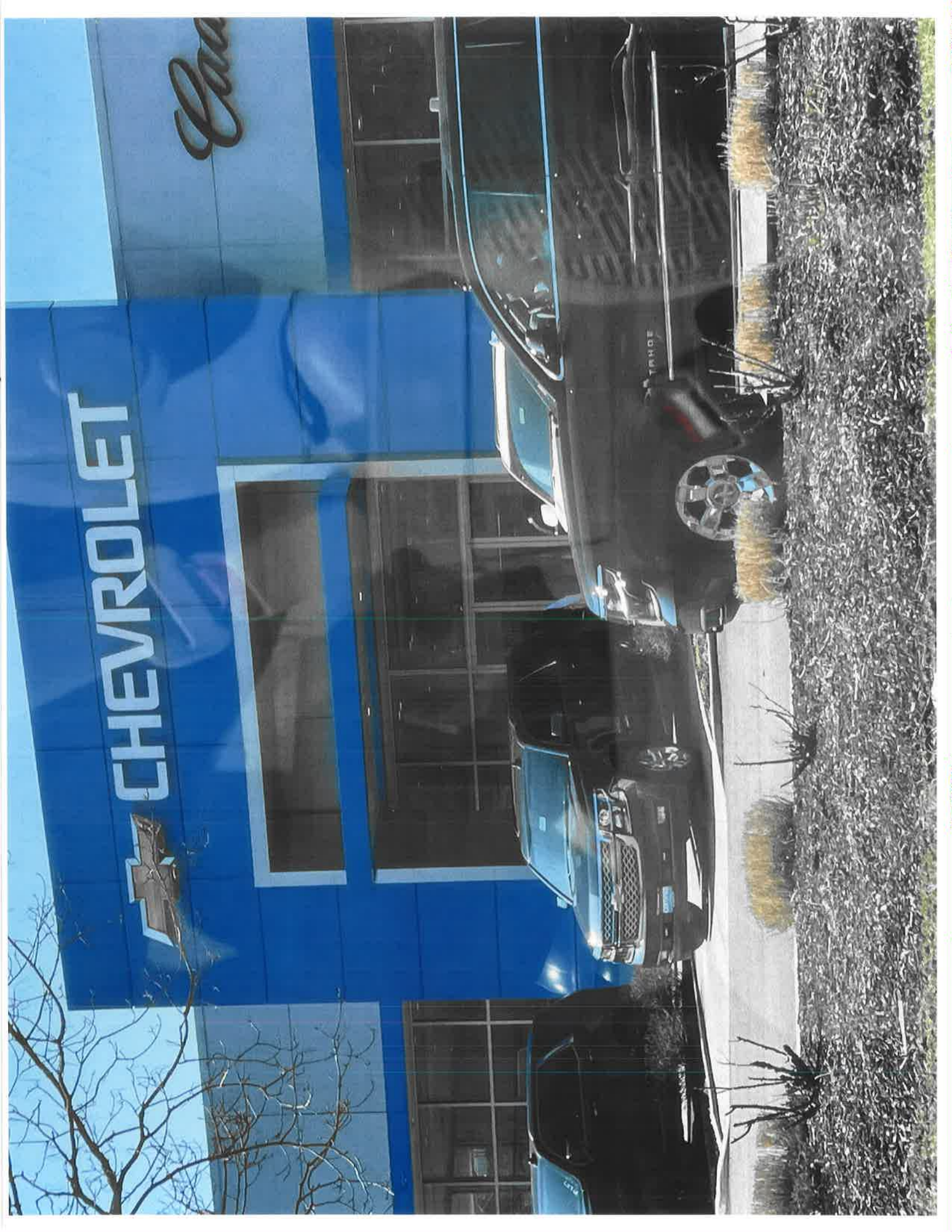
# Exhibit J4

Images Of Similar Signage To My Proposal  
Which Are Nearby











# STAPLES

The office Superstore

FDC

RESERVED  
PARKING

RESERVED  
PARKING

RESERVED  
PARKING

**RIVERA**

325

NO-COST SERVICE  
AND ROADSIDE  
ASSISTANCE

NO-COST SERVICE  
AND ROADSIDE  
ASSISTANCE

**CERTIFIED**  
WALK-AROUND





 **TOYOTA**

24-HOUR SERVICE  
ROADSIDE ASSISTANCE

Toyota Financial Services  
24-Hour Service  
Roadside Assistance  
24-Hour Service  
Roadside Assistance

FDC