



VILLAGE/TOWN OF MOUNT KISCO  
WESTCHESTER COUNTY, NEW YORK

104 Main Street  
Mount Kisco, New York 10549-0150

Telephone  
(914) 241-0500

November 20, 2023

Ms. Jaclyn Tyler  
Nexus Creative Architecture Planning Design, DPC  
100 White Plains Road  
Tarrytown, NY 10591

RECEIVED

NOV 28 2023

Zoning Board of Appeals  
Village/Town of Mount Kisco

Re: Notice of Denial – Sign Permit Application for Nexus Creative Architecture Planning Design, DPC  
117-119 Main Street, Property ID#: 80.25-3-35

Dear Ms. Tyler:

Please be notified that your sign permit application for monument signage at the above captioned property is hereby denied. This denial is based on the following facts:

- 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 89-9A of the Code of the Village/Town of Mount Kisco states that “A Comprehensive Signage Program is required of two or more businesses that share a common zoning lot or parcel. This includes directional/directory and identification signage. The program is a sign system to create visual harmony among the signs within the program area and compatibility with surrounding establishments and structures. It shall include specifications for all signs within the sign program area, including but not limited to the following: sign type, lettering or graphic style, size, shape, scale, colors, lighting materials, installation and position on site plan.”
- The subject property is located in the CB-2, Central Business District 2 Zoning District and has an approved Comprehensive Sign Package. The Comprehensive Sign Package defines signage to be barrel shaped, True Brown Sunbrella fabric

awnings with white lettering, maximum 12" high. The proposed signage is subject to these established guidelines.

- A grey fabric straight slope awning is proposed over the front entrance to the second floor office. This awning will need a variance for type of awning and color (**two (2) variances total**).
- In addition, a wall mounted, dark grey, metal wayfinding logo is proposed to be placed above the proposed awning. Logos may be larger than approved letter heights but require Architectural Review Board approval.

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 within 60 days.

Sincerely,

Peter J. Miley  
Building Inspector

/pat

RECEIVED

Date: 12/19/2023

NOV 28 2023

Case No.: 2BA 23-9

Fee: \$130

Zoning Board of Appeals  
Village/Town of Mount Kisco

Date Filed: 11/28/2023

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

**Zoning Board of Appeals  
Application**

Appellant: Jadyn Tyler (Nexus Creative Architecture Planning Design, DPC)

Address: 100 White Plains Rd, Tarrytown, NY 10591

Address of subject property (if different): 117 Main Street

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

Property owner (if different): Martin Goldbaum

Address: P.O. Box 616, Madison, NJ 07940

TO THE CHAIRMAN, ZONING BOARD OF APPEALS: An appeal is hereby taken  
from the decision of the Building Inspector, Peter Miley  
dated November 20, 2023. 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 proposed awning and sign, not in compliance with comprehensive sign package

\_\_\_\_\_ in accordance with plans filed on (date) November 13, 2023  
for Property ID # 80.25/3/35 located in the CB-2 Zoning District.

The subject premises is situated on the east side of (street) Main Street

\_\_\_\_\_ 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? No

Is there an approved site plan for this property? Yes in connection with a  
Proposed or ✓ Existing building; erected (yr.) site alteration filed 2/22/16

Size of Lot: 100.32 +/- feet wide 407.00 +/- feet deep Area 41,000 +/- sf

Size of Building: at street level 91.5 +/- feet wide 51 +/- feet deep

Height of building: 27.5' +/- Present use of building: Commercial

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? 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 November 20, 2023 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

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

Jason A. Tyb  
(Appellant to sign here)

Sworn to before me this day of: Nov 27<sup>th</sup>, 2023

Notary Public, Westchester, County, N  
Bellame Alfaro



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

State of New Jersey }  
County of Westchester } ss

Being duly sworn, deposes and say that he resides at PO Box 616, Madison, NJ 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 117 East Main Street and that he hereby authorized Dexus Creative Design to make the annexed application in his behalf and that the statements contained in said application are true.

Laurie G Morrison — as POA for Martin Goldbaum  
(sign here)

November 28, 2023

Attn: Peter Miley  
Building Inspector  
Town/Village of Mount Kisco  
104 Main Street  
Mount Kisco, New York 10549  
[pmiley@mountkisco.ny.gov](mailto:pmiley@mountkisco.ny.gov)

**RECEIVED**

**NOV 28 2023**

Zoning Board of Appeals  
Village/Town of Mount Kisco

Re: 117 East Main Street, Mount. Kisco ZBA Application

Dear Mr. Miley,

Please find the submission package for our ZBA application as a formal appeal requesting variances for sections 89-11A and 89-9A as referenced in the denial letter.

We would like to note the following regarding our application:

- We recognize that the proposed awning and signage do not reflect the approved vocabulary from the 2009 comprehensive sign package.
- We are proposing a benign element located between the more significant approved features.
- The existing context of adjacent building and streetscape includes a very diverse collection of signs, entrance compositions/vocabularies and typologies. Nexus's entrance reflects 11% of the total existing bldg facade [115/117/119 E Main] and appears to reflect the smallest entrance composition on the entire north side of the E Main block.
- While The zoning language encompasses insignia, our proposed logo is a three-dimensional graphic which is primarily transparent consisting of lines [or tubing] with existing building siding as the backdrop with the visual impact being minimal.
- The rotated orientation of the 'square' reflects the largest measurable tangent dimension vertically and horizontally.
- Although signage with 24" tall lettering is permitted, no awning graphic or lettering is proposed. A very modest/simple/elegant weather protection and entrance defining canvas & metal frame shed awning with small footprint.

We are seeking the requested variances, in order to appear before the ARB to apply for an alteration to the Comprehensive Sign Package. We thank you and the Zoning Board of Appeals for your time.

If you have any questions or require further information, please do not hesitate to contact me.

Best,



Jaclyn Tyler, AIA  
Principal

DEC 05 2023

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

$$\left. \begin{array}{l} \} \\ \} \text{SS.:} \\ \} \end{array} \right\}$$

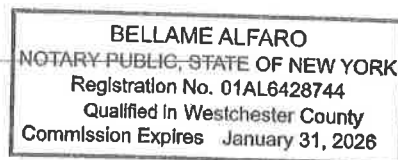
}

I reside at 17 BROOKSIDE DR

Jack A. Tyb

5<sup>th</sup> day of December 2023

Belle  
(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 December 2023 at the Municipal Building, Mount Kisco, New York,

beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of

Nexus Creative Architecture Planning Design, DPC

(Name of Applicant)

100 White Plains Rd, Tarrytown, NY 10591

(Address of Applicant)

from the decision of Peter J. Miley, Building Inspector, dated November 20, 2023

(Date of Denial Letter)

denying the application dated to permit the sign and awning

(Proposed Work)

The property involved is known as 117 E Main Street

(Address of Property)

and described on the Village Tax Map as Section 80.25 Block 3 Lot 35

and is located on the east side of Main Street in a  
east/west/n/s (Street Name)

CB-2 Zoning District. Said Appeal is being made to obtain a

variance from Section(s) 89-11A (4) and 89-9A of the  
(Identify specific zoning code section number(s))

Code of the Village/Town of Mount Kisco, which requires sign to confirm to sign district regulations and conform to Comprehensive Signage Program.

Wayne Spector, Chair  
Zoning Board of Appeals  
Village/Town of Mount Kisco

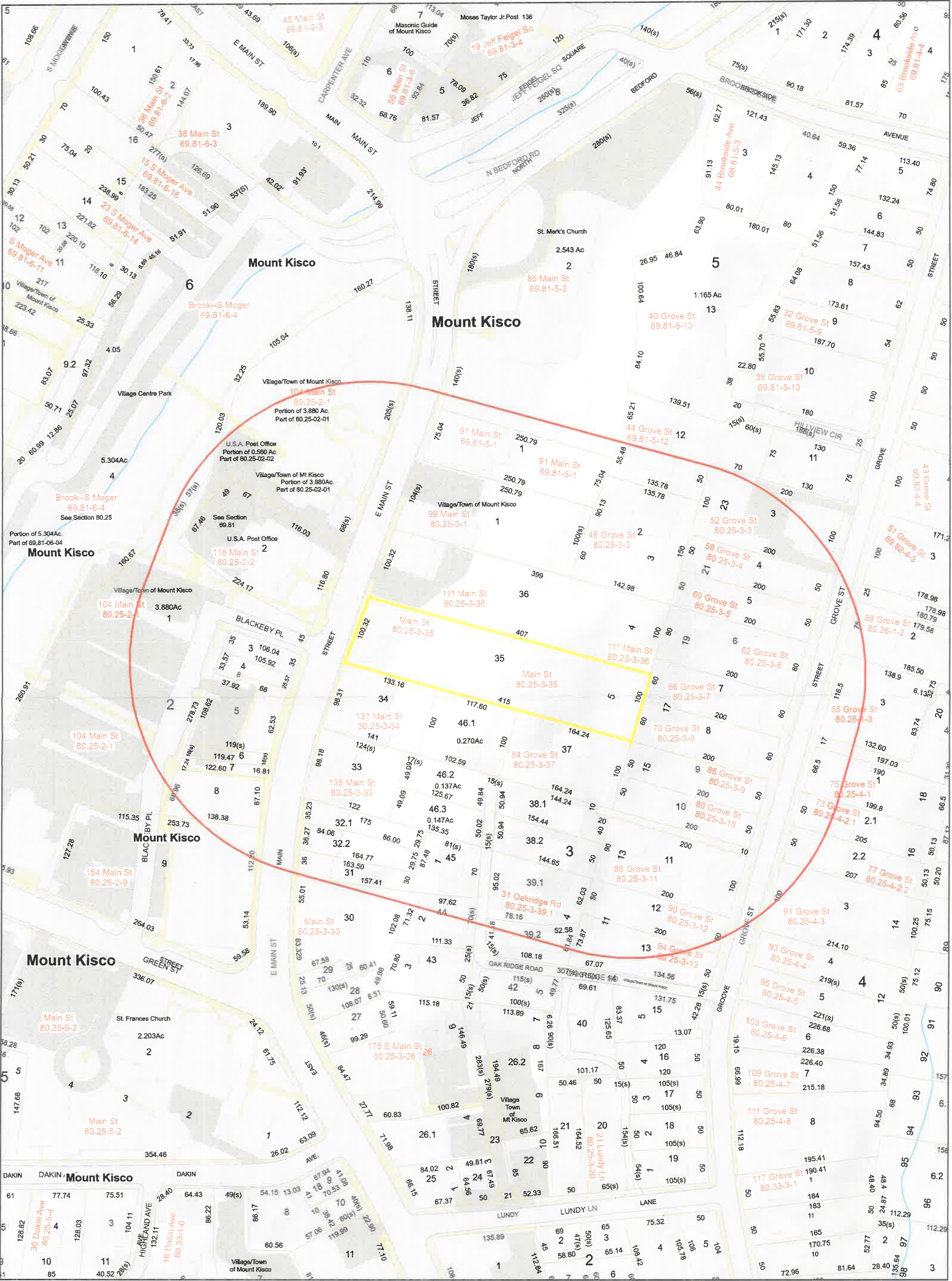
300' RADIOUS PROPERTIES SURROUNDING 117 E MAIN ST, MT KISCO, NY

OWNERNAME	PROPADDRESS	PROPAPT	PROPCITY	PROPZIP	PROPPRINTKEY	PROPSBL
New England Authentic Lumber	91 Main St		MOUNT KISCO	10549	69.81-5-1	06908100050010000000
Martabano Realty Corp	150 Main St		MOUNT KISCO	10549	80.25-2-8	08002500020080000000
			MOUNT KISCO	10549		
KH Realty II LLC	130 Main St		MOUNT KISCO	10549	80.25-2-4	08002500020040000000
Pinnetti, Stuart	38 Oakridge Rd		MOUNT KISCO	10549	80.25-3-46.2	08002500030460020000
Village Of Mount Kisco	99 Main St		MOUNT KISCO	10549	80.25-3-1	08002500030010000000
Pinnetti, Nicola	31 Oakridge Rd		MOUNT KISCO	10549	80.25-3-39.1	08002500030390010000
Village Of Mount Kisco	Oakridge Road		MOUNT KISCO	10549	80.25-3-14	08002500030140000000
Fontecchio Cullen, Mary	94 Grove St		MOUNT KISCO	10549	80.25-3-13	08002500030130000000
Krinick, Nathan	70 Grove St		MOUNT KISCO	10549	80.25-3-8	08002500030080000000
La Belleza Pizza Inc	141 Main St		MOUNT KISCO	10549	80.25-3-32.2	08002500030320020000
Matgn Realty LLC	128 Main St		MOUNT KISCO	10549	80.25-2-3	08002500020030000000
Village of Mount Kisco	118 Main St		MOUNT KISCO	10549	80.25-2-2	08002500020020000000
Pinnetti Nicholas	40 Oakridge Rd		MOUNT KISCO	10549	80.25-3-46.3	08002500030460030000
Luppino, Antonio	88 Grove St		MOUNT KISCO	10549	80.25-3-11	08002500030110000000
			MOUNT KISCO	10549		
Berliner Richard	80 Grove St		MOUNT KISCO	10549	80.25-3-10	08002500030100000000
SL Mount Kisco LLC	154 Main St		MOUNT KISCO	10549	80.25-2-9	08002500020090000000
Tiber Enterprises Corp	42 Oakridge Rd		MOUNT KISCO	10549	80.25-3-46.1	08002500030460010000
Caico, Andrea	84 Grove St		MOUNT KISCO	10549	80.25-3-37	08002500030370000000
Mannion, Francis W Jr	48 Grove St		MOUNT KISCO	10549	80.25-3-2	08002500030020000000
Di Matteo, Gerardo Jr	62 Grove St		MOUNT KISCO	10549	80.25-3-6	08002500030060000000
Buco Matthew	75 Grove St		MOUNT KISCO	10549	80.25-4-1	08002500040010000000
Village Of Mount Kisco	104 Main St		MOUNT KISCO	10549	80.25-2-1	08002500020010000000
Village of Mount Kisco	142 Main St		MOUNT KISCO	10549	80.25-2-7	08002500020070000000
Coast to Coast Industries, LLC	134 Main St		MOUNT KISCO	10549	80.25-2-5	08002500020050000000
Yang Nan Chun	29 Oakridge Rd		MOUNT KISCO	10549	80.25-3-39.2	08002500030390020000
Herbert Daley Revocable Trust	44 Grove St		MOUNT KISCO	10549	69.81-5-12	06908100050120000000
PSJS73	52 Grove St		MOUNT KISCO	10549	80.25-3-3	08002500030030000000
Oliveri, Concetta	59 Grove St		MOUNT KISCO	10549	80.26-1-2	08002600010020000000
Tapia, Hernan	71 Grove St		MOUNT KISCO	10549	80.26-1-4	08002600010040000000
153 Main Street MK Holdings LL	Main St		MOUNT KISCO	10549	80.25-3-30	08002500030300000000

300' RADIOUS PROPERTIES SURROUNDING 117 E MAIN ST, MT KISCO, NY

145-147 Main Street LLC	147 Main St	MOUNT KISCO	10549	80.25-3-31	08002500030310000000
Boyko Yaroslav	34 Oakridge Rd	MOUNT KISCO	10549	80.25-3-45	08002500030450000000
Village of Mount Kisco	Brook--S Moger	MOUNT KISCO	10549	69.81-6-4	06908100060040000000
Goldbaum, Martin	Main St	MOUNT KISCO	10549	80.25-3-35	08002500030350000000
M KET LLC	111 Main St	MOUNT KISCO	10549	80.25-3-36	08002500030360000000
St Marks Church	85 Main St	MOUNT KISCO	10549	69.81-5-2	06908100050020000000
Arias Sergio L	90 Grove St	MOUNT KISCO	10549	80.25-3-12	08002500030120000000
Loffa Pierina	77 Grove St	MOUNT KISCO	10549	80.25-4-2.2	08002500040020020000
Tiber Enterprises Corp Inc	35 Oakridge Rd	MOUNT KISCO	10549	80.25-3-38.1	08002500030380010000
Biem Alan Ernest	60 Grove St	MOUNT KISCO	10549	80.25-3-5	08002500030050000000
Coppola, Antonio	58 Grove St	MOUNT KISCO	10549	80.25-3-4	08002500030040000000
Sharpe Oliver C	73 Grove St	MOUNT KISCO	10549	80.25-4-2.1	08002500040020010000
ALB Main St LLC	135 Main St	MOUNT KISCO	10549	80.25-3-33	08002500030330000000
125-131 Central Main Realty Co	131 Main St	MOUNT KISCO	10549	80.25-3-34	08002500030340000000
Batha, Eleftheria	33 Oakridge Rd	MOUNT KISCO	10549	80.25-3-38.2	08002500030380020000
Patino, Angel R	91 Grove St	MOUNT KISCO	10549	80.25-4-3	08002500040030000000
Reilly Kevin	66 Grove St	MOUNT KISCO	10549	80.25-3-7	08002500030070000000
Naranjo Manuel	65 Grove St	MOUNT KISCO	10549	80.26-1-3	08002600010030000000
Cabrera Rilma	32 Oakridge Rd	MOUNT KISCO	10549	80.25-3-44	08002500030440000000
La Belleza Pizza Inc	139 Main St	MOUNT KISCO	10549	80.25-3-32.1	08002500030320010000
		MOUNT KISCO	10549		
Ramon Luis G	86 Grove St	MOUNT KISCO	10549	80.25-3-9	08002500030090000000

# Main St. ID: 80.25-3-35 (Mount Kisco )



November 27, 2023

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.

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



9578354, 1260456

## AFFIDAVIT OF PUBLICATION

RECEIVED

DEC 11 2023

Zoning Board of Appeals  
Village/Town of Mount Kisco

State of Wisconsin  
County of Brown

Linda Tuttle being duly sworn, deposes and says she is the Principal Clerk of **The Journal News**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper published in Westchester and Rockland Counties, State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

12/03/2023

Linda Tuttle

Subscribed and sworn to before me this 03 day of December, 2023

Vicky Felty

Notary Public  
State of Wisconsin, County of Brown

VICKY FELTY  
Notary Public  
State of Wisconsin

9/19/25 ep

## 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 December 2023 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of Nexus Creative Architecture Planning Design, DPC 100 White Plains Rd, Tarrytown, NY 10591 from the decision of Peter J. Miley, Building Inspector, dated November 20, 2023 denying the application dated to permit the sign and awning.

The property involved is known as 117 E Main Street and described on the Village Tax Map as Section 80.25 Block 3 Lot 35 and is located on the East side of East in a CB-2 Zoning District. Said Appeal is being made to obtain a variance from Sections 89-11A (4) and 89-9A of the Code of the Village/Town of Mount Kisco, which requires sign to conform to sign district regulations and conform to Comprehensive Signage Program.

Wayne Spector, Chair  
Zoning Board of Appeals  
Village/Town of Mount Kisco

9578354

RECEIVED

DEC 04 2023

Zoning Board of Appeals  
Village/Town of Mount Kisco

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

## AFFIDAVIT OF POSTING

Shawn Simone

~~Gilmar Palacios Chin~~, being duly sworn, says that on the 4<sup>th</sup> day of December 2023, 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~~  
Shawn Simone

Sworn to before me this 4<sup>th</sup> day of December 2023

Michelle K. Russo

Notary Public

MICHELLE K. RUSSO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RU6313298  
Qualified in Putnam County  
My Commission Expires 10-20-2026

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE (this "Lease") dated this 14th day of November, 2023**

**BETWEEN:**

**Martin Goldbaum of PO Box 616, Madison, NJ 07940**

Telephone: (201) 207-5784

(collectively and individually the "Landlord")

OF THE FIRST PART

**- AND -**

**Nexus Creative Architecture Planning Design DPC (Hereafter referred to as Nexus Creative Design)**

**of 117 East Main Street, Mount Kisco, NY 10549, USA**

Telephone: (914) 740-4774

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### **Basic Terms**

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
  - a. Landlord: **Martin Goldbaum**
  - b. Address of **Martin Goldbaum**: PO Box 616, Madison, NJ 07940, Phone: (201) 207-5784
  - c. Tenant: **Nexus Creative Design**
  - d. Address of **Nexus Creative Design**: 117 East Main Street, Mount Kisco, NY 10549, USA, Phone: (914) 740-4774
  - e. Operating Name of: **Nexus Creative Design**



- f. Commencement Date of Lease: January 1, 2024
- g. Base Rent: \$5,600., payable per month
- h. Permitted Use of Premises: General Office Space

## Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 117 E Main Street, Mount Kisco, NY 10549, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
  - d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed

Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- e. "Premises" means the office space at 117 E Main Street, Mount Kisco, NY 10549.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- g. "Rent" means the total of Base Rent and Additional Rent.

### **Leased Premises**

- 3. The Landlord agrees to rent to the Tenant the office space municipally described as 117 E Main Street, Mount Kisco, NY 10549 (the "Premises").
- 4. The Premises will be used for only the following permitted use: General Office Space (the "Permitted Use").
- 5. No pets or animals are allowed to be kept overnight in or about the Premises or in any common areas in the Building containing the Premises.
- 6. The tenant is not entitled to any exclusive parking on or about the Premises.
- 7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained. Should tenant normal business operations be obstructed/impacted beyond 5 business days, rent compensation will be credited to the next rent payment.
- 8. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease. Landlord will attempt to perform work outside of tenant's business hours in order to reduce minimize disruptions to business operations.
- 9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions

of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. Tenant to be given one week notice in non-emergency circumstances, and as soon as discovered under emergency circumstances. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made within one week of temporary obstruction. Should temporary obstruction extend beyond 5 business days, rent compensation will be credited to the next rent payment.

10. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

### **Term**

11. The term of the Lease commences at 12:00 noon on January 1, 2024 and ends at 12:00 noon on December 31, 2028 (the "Term").
12. Notwithstanding that the Term commences on January 1, 2024, the Tenant is entitled to possession of the Premises at 12:00 noon on October 29, 2023.
13. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
14. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
15. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

### **Rent**

16. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$5,600., payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
17. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at PO Box 616, Madison, NJ 07940, or at such other place as the Landlord may later designate.
18. The Base Rent for the Premises will increase over the Term of the Lease as follows:
19. Year 1 - \$5,600./month  
Year 2 - \$5,768/ month (+3%)  
Year 3 - \$5,941/ month (+3%)  
Year 4 - \$6,119. month (+3%)  
Year 5 - \$6,303./month (+3%)  
In addition to the base monthly rent, the tenant and landlord have agreed to make for their mutual benefit specific renovations. The renovations planned are detailed on the attached chart. The landlord and tenant will pay their agreed charges.
20. the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
21. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

### Operating Costs

22. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:
  - a. cleaning and janitorial services;
  - b. interior window cleaning;
  - c. accounting and auditing; and
  - d. Snow removal: Landlord will take responsibility for snow removal and salting. This will include the front sidewalk area in addition to blacktop leading to the back of the building.
  - e. Electric bill

23. The Landlord will be responsible for paying the following operating costs:
- a. property or building taxes and sales or use taxes related to the Building or this Lease;
  - b. all utilities supplied to the Common Areas and Facilities;
  - c. repairs and replacements to the Building and any component of the Building;
  - d. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout
  - e. all outdoor maintenance including landscaping
  - f. preventive maintenance and inspection
  - g. Fuel oil
  - h. Water.

### Use and Occupation

24. The Tenant will carry on business under the name of Nexus Creative Architecture Planning Design, DPC, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
25. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
26. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

### Security Deposit

27. Landlord is aligned with request from the tenant to remove security deposit as tenant will be imparting equity investment to the property.
28. Landlord is aligned with request from the tenant to remove security deposit as tenant will be imparting equity investment to the property.

## Quiet Enjoyment

29. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Default

30. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
31. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
32. If and whenever:
- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary

winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or

- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

33. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

### **Distress**

34. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

### **Overholding**

35. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly

rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

### **Additional Rights on Reentry**

36. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the



business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
    - 1. an amount determined by reducing to present worth at an assumed interest rate of ten percent (10%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
    - 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

### Renewal of Lease

- 37. Upon giving written notice no later than 120 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional 3 year term as per the terms below:
- 38. Year 6 - no change in rent from previous year
- 39. Year 7 - 3% or CPI 12 month increase whichever is lower

40. Year 8 - 3% or CPI 12 month increase whichever is lower

### Utilities and Other Costs

41. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water, sewer, and heat.
42. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: telephone, internet and cable.. electric charges.
43. The Tenant has indicated that they will be responsible for their monthly electricity bill and going directly to ConEd. .

### Signs

44. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

### Insurance

45. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

### Tenant's Insurance

46. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of New York:
- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be

reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

- b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such should damage or breakage be a result of tenant actions.
  - c. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
47. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
  - b. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
  - c. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.
48. Landlord has removed this item as requested by tenant.
49. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being

requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease.

50. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

### **Landlord's Insurance**

51. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:
- a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
  - b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building; and
  - c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
52. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

### **Abandonment**

53. If at any time during the Term, the Tenant abandons the Premises for greater than 90 days or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without

becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the tenant is unable to pay their rent, they will give their landlord 90 days notice, and vacate the space in good and rent-able condition. Additionally, the tenant will pay all their owed fees up until the day they leave. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Subordination and Attornment**

54. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
55. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
56. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

### **Registration of Caveat**

57. The Tenant will not register this Lease, provided, however, that:

- a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the Term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
- b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

### **Estoppel Certificate and Acknowledgement**

58. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

### **Sale by Landlord**

59. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security. In the event of a sale, tenant to receive a 90 day notice prior to having to vacate premise.

### **Tenant's Indemnity**

60. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees

in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

61. As per tenant, the request to remove was accepted.
62. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
63. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

### **Liens**

64. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

### **Attorney Fees**

65. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of ten (10%) per cent per annum from the due date until paid.

### **Governing Law**

66. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any

other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

67. If there is a conflict between any provision of this Lease and the applicable legislation of the State of New York (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
68. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

### **Amendment of Lease**

69. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Assignment and Subletting**

70. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
71. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
72. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
73. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.



74. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

### **Bulk Sale**

75. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

### **Damage to Premises**

76. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord decides not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

### **Force Majeure**

77. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses

all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

### **Eminent Domain and Expropriation**

78. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

### **Condemnation**

79. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

### **Tenant's Repairs and Alterations**

80. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.

81. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
82. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense for tenant damage only. General maintenance/wear and tear will be the responsibility of the Landlord. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
83. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises. This clause pertains to future work beyond the agreed upon renovations per attached schedule.
84. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.

85. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
86. The Tenant will promptly pay all contractors, material suppliers and workmen for tenant related expensed agreed to with the landlord prior so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
87. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

### **Landlord's Repairs**

88. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

### **Care and Use of Premises**

89. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
90. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
91. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
92. The Tenant will not engage in any illegal trade or activity on or about the Premises.
93. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
94. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

### **Surrender of Premises**

95. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term. All items included under the Nexus budget of the construction budget attachment will be the property of Nexus Creative and will be removed from the property at the tenants discretion but no later than 90 days from the time the tenant vacates the premises. In addition, should the window replacement occur, the Landlord and tenant will come to a mutual agreement for a credit toward rent as the window replacement will be a permanent installation and investment in property.

## **Hazardous Materials**

96. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

97. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

### **Address for Notice**

98. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 117 East Main Street, Mount Kisco, NY 10549, USA, address after is TBD. The phone number of the Tenant is (914) 740-4774; and
  - b. the address for service of the Landlord is PO Box 616, Madison, NJ 07940, both during this tenancy and after it is terminated. The phone numbers of the Landlord are (914) 232-9423 and \_\_\_\_\_.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### **No Waiver**

99. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

### **Landlord's Performance**

100. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be

entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

### Limited Liability Beyond Insurance Coverage

101. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

### Remedies Cumulative

102. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

### Landlord May Perform

103. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

### General Provisions

104. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.
105. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
106. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

107. This lease represents one tenant, Nexus Creative Design.
108. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
109. All schedules to this Lease are incorporated into and form an integral part of this Lease.
110. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
111. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
112. Time is of the essence in this Lease.
113. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
114. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 17<sup>th</sup> day of NOVEMBER, 2023



\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Martin Goldbaum (Landlord)

\_\_\_\_\_  
(Witness)

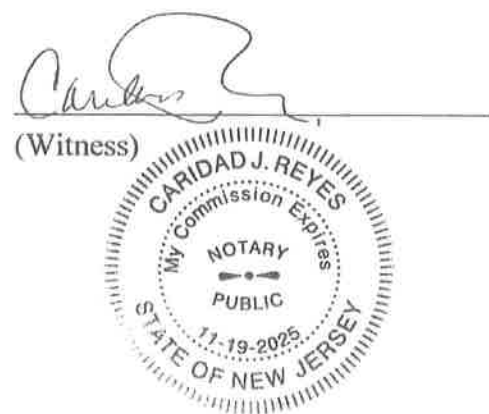
\_\_\_\_\_  
Per: \_\_\_\_\_ (SEAL)

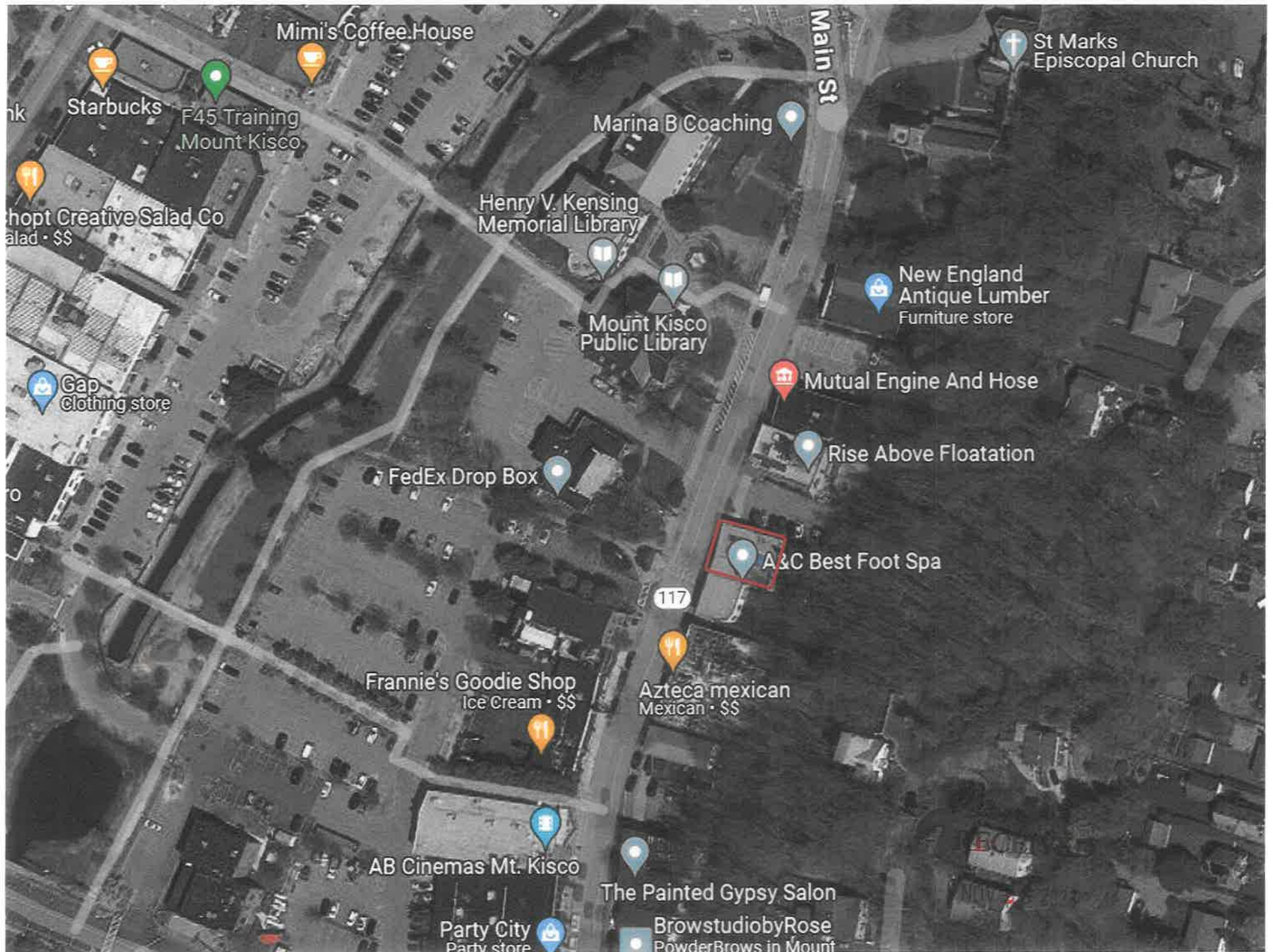
*Laure G Morris* as POA for  
Landlord  
*Martin Goldbaum*

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Per: \_\_\_\_\_ (SEAL)

*Jachyn A. Tyler* (Tenant)





117 E MAIN ST , AERIAL PHOTO

Village Town of Mount Kisco





115 -117 -119 E MAIN ST- FRONT VIEW



119 E MAIN ST BACK VIEW





117 E MAIN ST BACK VIEW





111 E MAIN ST FRONT VIEW- NORTH PROPERTY



100 E MAIN ST FRONT VIEW- NORTH PROPERTY





125-131 E MAIN ST FRONT VIEW- SOUTH PROPERTY





104 E MAIN ST FRONT VIEW - NORTH WEST PROPERTY





120 E MAIN ST FRONT VIEW NORTH WEST PROPERTY





128-130 E MAIN ST FRONT VIEW - WEST PROPERTY



134 E MAIN ST FRONT VIEW - SOUTH WEST PROPERTY





1 FRONT ELEVATION 1/8"  
1/8" = 1'-0"



AWNING STYLE PRECEDENT IMAGE

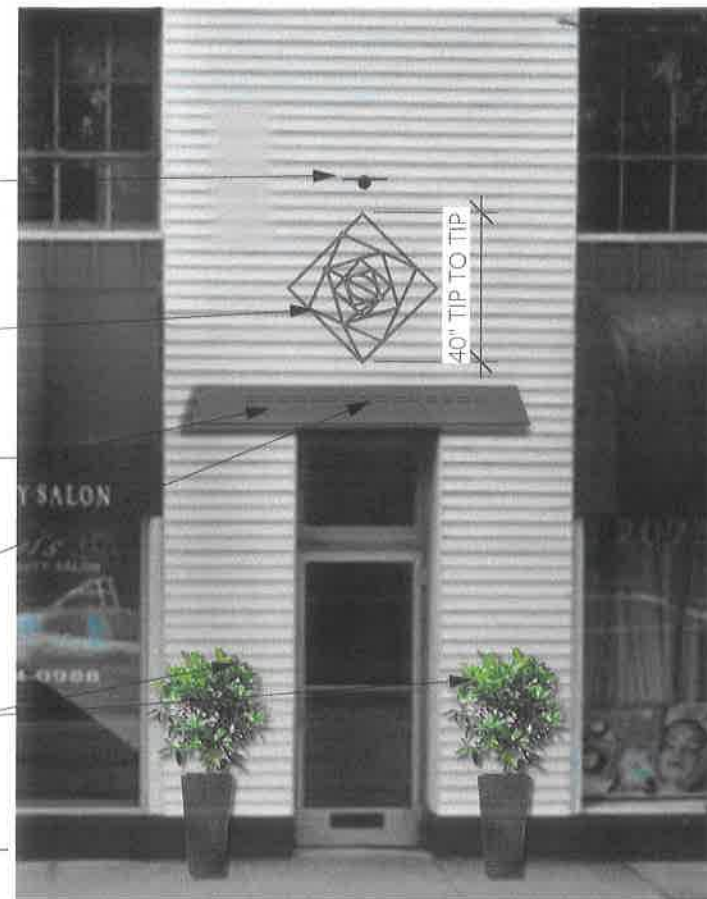
PROPOSED SHIELDED  
DOWN LIGHT

PROPOSED 3D METAL  
SCULPTURAL WAYFINDING  
GRAPHIC / NEXUS LOGO

PROPOSED GREY FABRIC AWNING  
12" +/- HIGH x 90" WIDE  
x 40" DEEP.

PROPOSED LINEAR WALL  
MOUNTED DOWN LIGHT  
BEHIND AWNING

PROPOSED GREY PLANTERS  
ADJACENT TO ENTRY



2 FRONT ELEVATION - ENLARGEMENT.  
1/4" = 1'-0"

RECEIVED

NOV 28 2023

Zoning Board of Appeals  
Village/Town of Mount Kisco





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

October 31, 2023

Mr. Hevel Jean-Baptiste  
137 Manchester Drive  
Mount Kisco, NY 10549

Re: Notice of Denial  
137 Manchester Drive  
Mount Kisco, NY 10549  
(SBL) 80.24-1-1

Dear Mr. Jean-Baptiste,

The property is located within the RS-9 (Moderate-Density One-Family Residence) Zoning District. After a site inspection on October 18, 2023 at the above address and review of the as-built survey, it has been determined that the detached garage does not conform to Village code and requires the following variance(s):

1. When initially constructed, the property was located in the "Residence A" Zoning District where the required setback for an accessory building was 5 feet. The constructed detached garage is located 4.68 feet from the side yard property line. Therefore, a .32 foot side yard setback variance is required as per *Sec.16 (f) Building Zone Ordinance for the Village of Mount Kisco (adopted 1928)*.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill Seegmuller", written over a horizontal line.

Bill Seegmuller,  
Assistant Building Inspector

\mkr

**Michelle Russo**

---

**From:** P. C. Kurth <kurtharchitect@gmail.com>  
**Sent:** Wednesday, November 8, 2023 11:19 AM  
**To:** Planning  
**Cc:** William Seegmuller; Hevel Jean-Baptiste  
**Subject:** Variance application for 137 Manchester Dr.

**RECEIVED**

**NOV 08 2023**

**Zoning Board of Appeals**

**Village/Town of Mount Kisco**

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Wayne Spector, Chair  
Zoning Board of Appeals  
104 Main Street  
Mount Kisco, NY 10549

Re: 137 Manchester Dr., Garage

Dear Mr. Spector,

We are in receipt of the Notice of Denial from Mr. William Seegmuller, Asst. Building Inspector, for the garage at 137 Manchester Drive.

We intend to appeal the determination, and are hereby requesting a public hearing on the matter.

The grounds for the appeal are that the garage is pre-existing (the original house was built in 1930 and we assume the garage was built contemporaneously), and its removal would represent a significant hardship. The variance requested is minimal: 0.32 feet.

We will be submitting the Zoning Board of Appeals application within the next week.

Thank you. Sincerely  
Peter C. Kurth

—  
PCK Architecture, PC  
45 Kensico Drive  
Mount Kisco, NY 10549  
914-666-0580  
Mobile: 914-441-2706  
Fax: 914-238-1419  
[pckarchitecture.com](http://pckarchitecture.com)



# PCK ARCHITECTURE, AIA

45 Kensico Drive, 2nd Floor  
Mount Kisco, New York 10549-1009

(914) 666-0580  
Fax: (914) 666-0664

November 3, 2023

Wayne Spector, Chair  
Zoning Board of Appeals  
104 Main Street  
Mount Kisco, NY 10549

Re: 137 Manchester Dr., Garage

Dear Mr. Spector,

We are in receipt of the Notice of Denial from Mr. William Seegmuller, Asst. Building Inspector, for the garage at 137 Manchester Drive.

We intend to appeal the determination, and are hereby requesting a public hearing on the matter.

The grounds for the appeal are that the garage is pre-existing (the original house was built in 1930 and we assume the garage was built contemporaneously), and its removal would represent a significant hardship. The variance requested is minimal: 0.32 feet.

We will be submitting the Zoning Board of Appeals application within the next week.

Thank you.

Peter C. Kurth, RA

Cc:  
Mr. William Seegmuller  
Asst. Building Inspector  
104 Main Street  
Mount Kisco, NY 10549





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

Is there an approved site plan for this property? \_\_\_\_\_ in connection with a  
\_\_\_\_\_ Proposed or x Existing building; erected (yr.) 1930

Size of Lot: 138.56 feet wide 44.71 feet deep Area 6,943.896 SF

Size of Building: at street level 20'-2" feet wide 18'-3" feet deep

Height of building: 14'-6" Present use of building: Storage

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 October 31, 2023 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

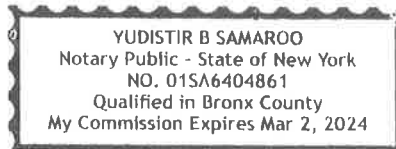
I hereby depose & say that all the above statements and the statements contained in the papers submitted herewith are true.

[Signature]  
(Appellant to sign here)

Sworn to before me this day of: NOVEMBER 6<sup>th</sup>, 20 23

Notary Public, WESTCHESTER, County, NY

[Signature]

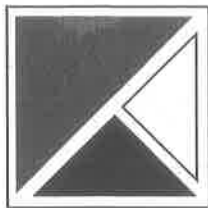


[TO BE COMPLETED IF APPELLANT IS NOT THE PROPERTY OWNER IN FEE]

State of New York                    }  
County of Westchester            } ss

Being duly sworn, deposes and say that he 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)



**137 Manchester Drive: Variance Request**  
**5 Points**

The provision set forth to allow for a variance include five factors for the Board to consider in balancing the interests of the community.

- (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.
- (2) Whether the benefit sought by the applicant can be achieved by some feasible method other than a variance.
- (3) Whether the requested variance is substantial.
- (4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.
- (5) Whether the alleged difficulty was self-created (this will not necessarily preclude the granting of the area variance).

1. There will be no undesirable change to the character of the neighborhood. The existing garage has been in place for over 80 years and matches the existing house in both style and design.
2. No method other than obtaining a variance can achieve our goal of retaining the garage – the garage cannot be moved.
3. The variance requested not substantial; it is less than 4 inches.
4. There would be no change to the physical or environmental conditions in the neighborhood or district, since the garage has existed for an extended period of time. We do not intend to change anything about it's size, appearance, or function.
5. The difficulty is not self-created. The garage is pre-existing.



## AFFIDAVIT OF MAILING

STATE OF NEW YORK

}

}SS.:

**COUNTY OF WESTCHESTER**

}

Paula J. Kurth \_\_\_\_\_ being duly sworn, deposes and  
says:

I reside at 150 N. Bedford Rd., Apt E2, Chappaqua, NY 10514

On November 8 2023 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.

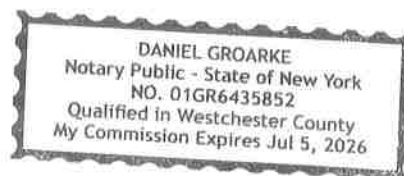
*Sam Kirk*

Sworn to before me on this

9<sup>th</sup> day of November 2023

*Delh*

(Notary Public)



## **Exhibit A**

### **PUBLIC NOTICE**

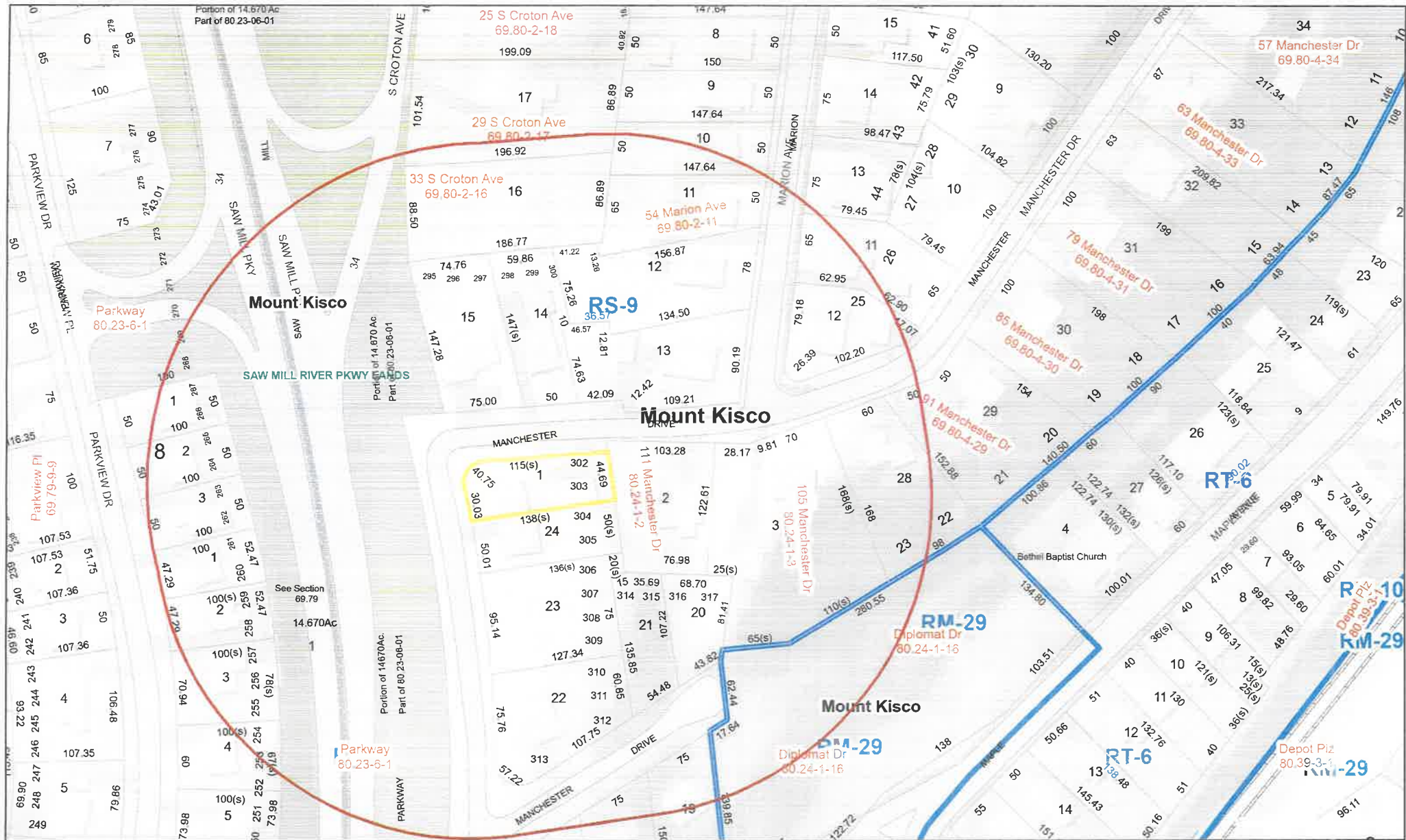
PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 19<sup>th</sup> day of December, 2023 at the Municipal Building, Mount Kisco, New York, beginning at 7:00PM pursuant to the Zoning Ordinance on the Appeal of Mr. Hevel Jean-Baptiste, residing at 21 Palmer Avenue, Scarsdale, NY 10583 from the decision of Peter J. Miley, Building Inspector, dated October 31, 2023 denying the application dated to permit the continued use of the garage at 137 Manchester Dr.. The property involved is known as 137 Manchester Dr., Mount Kisco, NY. and described on the Village Tax Map as Section 80.24 Block 1 Lot 1 and is located on the south side of Manchester Drive in an R9A Zoning District. Said Appeal is being made to obtain a variance from Section(s) 16 (f) Building Zone Ordinance for the Village of Mount Kisco (adopted 1928), which requires no garage within less than five feet of any party lot line. When initially constructed, the property was located in the "Residence A" Zoning District where the required setback for an accessory building was 5 feet. The constructed detached garage is located 4.68 feet from the side yard property line. Therefore, a .32 foot side yard setback variance is required.

Wayne Spector, Chair  
Zoning Board of Appeals  
Village/Town of Mount Kisco

<b>Exhibit B</b>				
OWNERNAME	PROPADDRESS	PROPAPT	PROPCITY	PROPZIP
Macelra, Michael	122 Manchester Dr		MOUNT KISCO	10549
Zhou, Robin	186 Manchester Dr		MOUNT KISCO	10549
Chadwick Max P	125 Parkview Pl		MOUNT KISCO	10549
Campbell, Edward C	49 Marion Ave		MOUNT KISCO	10549
Westchester Co. Planning Dept.	Parkway		MOUNT KISCO	10549
Wagner Margaret M	172 Manchester Dr		MOUNT KISCO	10549
Morgan John P	56 Marion Ave		MOUNT KISCO	10549
Perinbasekar, Rajiv	105 Manchester Dr		MOUNT KISCO	10549
Chavels, Luba M	52 Marion Ave		MOUNT KISCO	10549
Schwark, Jan	129 Parkview Pl		MOUNT KISCO	10549
Fitzgerald, Richard P	141 Parkview Pl		MOUNT KISCO	10549
Cafaldo John T	149 Parkview Pl		MOUNT KISCO	10549
Gomes, Timothy David	111 Manchester Dr		MOUNT KISCO	10549
Oxboel Eric	59 Marion Ave		MOUNT KISCO	10549
Callahan Michael J	54 Marion Ave		MOUNT KISCO	10549
200 Diplomat Dr Corp	Diplomat Dr		MOUNT KISCO	10549
Revell, Susan M	137 Manchester Dr		MOUNT KISCO	10549
Hauser Jillanne	155 Manchester Dr		MOUNT KISCO	10549
Village of Mount Kisco	33 S Croton Ave		MOUNT KISCO	10549
Mata, Andrea B	180 Manchester Dr		MOUNT KISCO	10549
Gomes Timothy David	185 Manchester Dr		MOUNT KISCO	10549
Gomes Timothy David	187 Manchester Dr		MOUNT KISCO	10549
Chamberlain Adrienne	91 Manchester Dr		MOUNT KISCO	10549
Hertz, David A	53 Marion Ave		MOUNT KISCO	10549
Palaia Vincent J	126 Manchester Dr		MOUNT KISCO	10549
Coughlin Michael R	141 Manchester Dr		MOUNT KISCO	10549
Gambill Melissa J	29 S Croton Ave		MOUNT KISCO	10549
Ammirabile Kristy	66 Marion Ave		MOUNT KISCO	10549
Miliambro Rocco	121 Parkview Pl		MOUNT KISCO	10549
Groenewegen Jessica L	133 Parkview Pl		MOUNT KISCO	10549
Fitzgerald, Donald Crotty	137 Parkview Pl		MOUNT KISCO	10549
Coughlin Michael R	147 Manchester Dr		MOUNT KISCO	10549
Edmunds, Robert R	99 Manchester Dr		MOUNT KISCO	10549



# 137 Manchester Dr. ID: 80.24-1-1 (Mount Kisco)



November 3, 2023

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



**Westchester County GIS**

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

## AFFIDAVIT OF PUBLICATION

State of Wisconsin  
County of Brown

Linda Tuttle being duly sworn, deposes and says she is the Principal Clerk of **The Journal News**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper published in Westchester and Rockland Counties, State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

11/12/2023

Linda Tuttle

Subscribed and sworn to before me this 12 day of November, 2023

Vicky Felty

Notary Public  
State of Wisconsin, County of Brown

VICKY FELTY  
Notary Public  
State of Wisconsin

9/9/25 etp

RECEIVED

NOV 20 2023

Zoning Board of Appeals  
Village/Town of Mount Kisco

**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 December, 2023 at the Municipal Building, Mount Kisco, New York, beginning at 7:00PM pursuant to the Zoning Ordinance on the Appeal of Mr. Hevel Jean-Baptiste, residing at 21 Palmer Avenue, Scarsdale, NY 10583 from the decision of Peter J. Miley, Building Inspector, dated October 31, 2023 denying the application dated to permit the continued use of the garage at 137 Manchester Dr.. The property involved is known as 137 Manchester Dr., Mount Kisco, NY, and described on the Village Tax Map as Section 80.24 Block 1 Lot 1 and is located on the south side of Manchester Drive in an R9A Zoning District. Said Appeal is being made to obtain a variance from Section(s) 16 (f) Building Zone Ordinance for the Village of Mount Kisco (adopted I 928), which requires no garage within less than five feet of any party lot line.

Wayne Spector, Chair  
Zoning Board of Appeals  
Village/Town of Mount Kisco  
9508953

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

## AFFIDAVIT OF POSTING

**RECEIVED**  
**DEC 04 2023**

Shawn Simone  
~~Gilmar Palacios Chin~~, being duly sworn, says that on the 4<sup>th</sup> day of December 2023,  
 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: ---

Zoning Board of Appeals  
 Village/Town of Mount Kisco

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  
Shawn Simone

Sworn to before me this

4<sup>th</sup>

day of

December 2023

Michelle K. Russo

Notary Public

MICHELLE K. RUSSO

NOTARY PUBLIC-STATE OF NEW YORK

No. 01RU6313298

Qualified in Putnam County

My Commission Expires 10-20-2026



The Office of the Westchester County Clerk, this page is part of the instrument, the County Clerk will not be responsible for the information provided on this page for purposes of indexing the instrument. To the best of the County Clerk's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the instrument.



\*632263637DED0012\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name: RMF Abstract Corp.  
Address 1: 19 Suncliff Drive  
Address 2:  
City/State/Zip: Tarrytown NY 10591

Phone: 914-962-1847  
Fax: 914-962-1197  
Email: rmlabst@gmail.com  
Reference for Submitter: RMF-12576

#### Document Details

Control Number: 632263637

Document Type: Deed (DED)

Package ID: 2023091408250001001

Document Page Count: 3

Total Page Count: 4

#### Parties

☐ Additional Parties on Continuation page

1st PARTY  
1: REVELL SUSAN M  
2:

Individual 1: FIRST UNITED DEVELOPMENT INC  
2:

2nd PARTY  
Other

#### Property

☐ Additional Properties on Continuation page

Street Address: 137 MANCHESTER DRIVE  
City/Town: MOUNT KISCO

Tax Designation: 60.24-1-1  
Village:

#### Cross-References

☐ Additional Cross-Refs 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
RPL 291 Notice Fee:	\$10.00
<b>Total Recording Fees Paid:</b>	<b>\$200.00</b>

#### Transfer Taxes

Consideration:	\$395,000.00
Transfer Tax:	\$1,580.00
Mansion Tax:	\$0.00
Transfer Tax Number:	989

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>
Dwelling Type:	
Serial #:	
Exempt:	<input type="checkbox"/>

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK

#### Record and Return To



Recorded: 08/18/2023 at 12:24 PM  
Control Number: 632263637  
Witness my hand and official seal

*Timothy C. Ianni*

Timothy C. Ianni  
Westchester County Clerk

☐ Pick-up at County Clerk's office

Sheri Padernacht, Esq.  
139 Brush Hollow Crescent

Rye Brook, NY 10573

Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet)  
**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

**THIS INDENTURE**, made the <sup>As of</sup> 17<sup>th</sup> day of August, two thousand and twenty three  
**BETWEEN** SUSAN M. REVELL, residing at 137 Manchester Dr., Mount Kisco, NY 10549  
 party of the first part, and FIRST UNITED DEVELOPMENT, INC., with a principal office located at  
 21 Palmer Ave., Scarsdale, NY 10583 party of the second part.

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and other valuable consideration 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 building and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

The property conveyed herein is intended to be the property conveyed to the grantor by deed dated 01/23/2003 and recorded 04/04/2003 in Control No. 430880501 in the office of the WESTCHESTER County Clerk.

**TOGETHER** with all right, title and interest, if any, of the party of the first part of, in and to any street 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 incumbered 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:**

  
 SUSAN M. REVELL, Seller



ACKNOWLEDGMENT IN NEW YORK STATE  
State of New York, County of Westchester ) ss.:

On the 16 day of August in the year 2023, before me, the undersigned, personally appeared **SUSAN M. REVELL**, 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.

[Signature]  
Notary Public, State of New York  
No. 0284305885  
Qualified in Westchester County  
Term Expires May 6, 2026

ACKNOWLEDGMENT IN NEW YORK STATE

State of New York, County of ) ss.:

On the day of in the year 2023, 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), 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.

Notary Public

## Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. \_\_\_\_\_

**SUSAN M. REVELL**

TO

**FIRST UNITED DEVELOPMENT, INC.**

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE

State of , County of ) ss.:

On the day of in the year 2023, 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), 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, and that such individual made such appearance before the undersigned in

(Insert city or political subdivision and state or county or other place acknowledgment taken)

Notary Public

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE

State of , County of ) ss.:

On the day of in the year 2023, 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), 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, and that such individual made such appearance before the undersigned in

(Insert city or political subdivision and state or county or other place acknowledgment taken)

Notary Public

## PREMISES

Section

Block

Lot

County or Town

Street Number Address **137 Manchester Dr.**  
**Mount Kisco, NY**

RETURN BY MAIL TO

**Sheri Padernacht, Esq.**

RESERVED THIS SPACE FOR USE OF RECORDING OFFICE

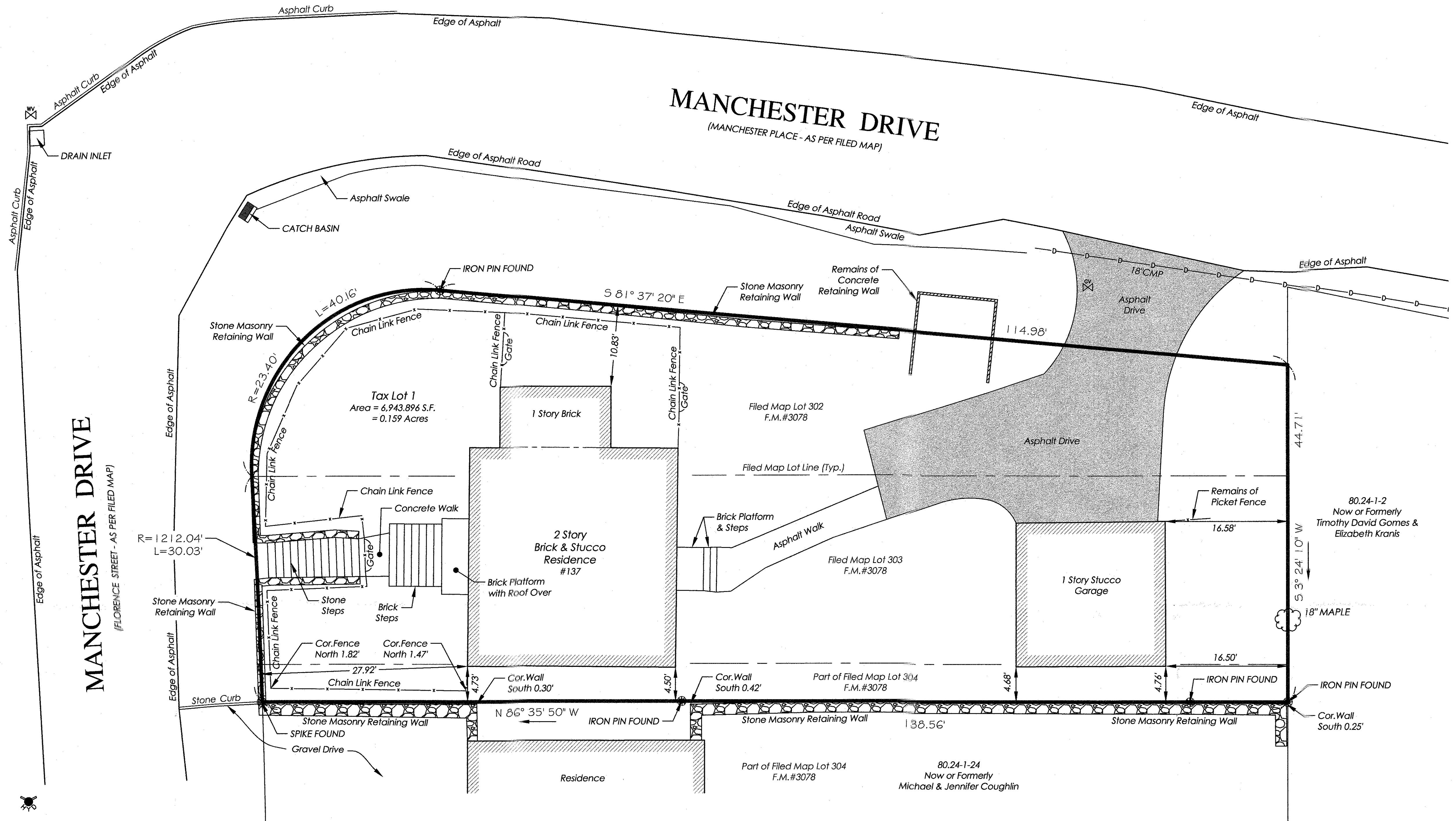
OWNERNAME	PROPADDRESS	PROPAPT	PROPCITY	PROPZIP	PROPPRINTKEY	PROPSBL
Macelra, Michael	122 Manchester Dr		MOUNT KISCO	10549	69.80-2-14	6.908E+18
Zhou, Robin	186 Manchester Dr		MOUNT KISCO	10549	80.24-1-19	8.0024E+18
Chadwick Max P	125 Parkview Pl		MOUNT KISCO	10549	69.79-8-2	6.9079E+18
Campbell, Edward C	49 Marion Ave		MOUNT KISCO	10549	69.80-3-13	6.908E+18
Westchester Co. Planning Dept.	Parkway		MOUNT KISCO	10549	80.23-6-1	8.0023E+18
Wagner Margaret M	172 Manchester Dr		MOUNT KISCO	10549	80.24-1-17	8.0024E+18
Morgan John P	56 Marion Ave		MOUNT KISCO	10549	69.80-2-12	6.908E+18
Perinbasekar, Rajiv	105 Manchester Dr		MOUNT KISCO	10549	80.24-1-3	8.0024E+18
Chavels, Luba M	52 Marion Ave		MOUNT KISCO	10549	69.80-2-10	6.908E+18
Schwark, Jan	129 Parkview Pl		MOUNT KISCO	10549	69.79-8-3	6.9079E+18
Fitzgerald, Richard P	141 Parkview Pl		MOUNT KISCO	10549	80.23-5-3	8.0023E+18
Cafaldo John T	149 Parkview Pl		MOUNT KISCO	10549	80.23-5-4	8.0023E+18
Gomes, Timothy David	111 Manchester Dr		MOUNT KISCO	10549	80.24-1-2	8.0024E+18
Oxboel Eric	59 Marion Ave		MOUNT KISCO	10549	69.80-3-12	6.908E+18
Callahan Michael J	54 Marion Ave		MOUNT KISCO	10549	69.80-2-11	6.908E+18
200 Diplomat Dr Corp	Diplomat Dr		MOUNT KISCO	10549	80.24-1-16	8.0024E+18
Revell, Susan M	137 Manchester Dr		MOUNT KISCO	10549	80.24-1-1	8.0024E+18
Hauser Jillanne	155 Manchester Dr		MOUNT KISCO	10549	80.24-1-22	8.0024E+18
Village of Mount Kisco	33 S Croton Ave		MOUNT KISCO	10549	69.80-2-16	6.908E+18
Mata, Andrea B	180 Manchester Dr		MOUNT KISCO	10549	80.24-1-18	8.0024E+18
Gomes Timothy David	185 Manchester Dr		MOUNT KISCO	10549	80.24-1-21	8.0024E+18
Gomes Timothy David	187 Manchester Dr		MOUNT KISCO	10549	80.24-1-20	8.0024E+18
Chamberlain Adrienne	91 Manchester Dr		MOUNT KISCO	10549	69.80-4-29	6.908E+18
Hertz, David A	53 Marion Ave		MOUNT KISCO	10549	69.80-3-11	6.908E+18
Palaia Vincent J	126 Manchester Dr		MOUNT KISCO	10549	69.80-2-15	6.908E+18
Coughlin Michael R	141 Manchester Dr		MOUNT KISCO	10549	80.24-1-24	8.0024E+18
Gambill Melissa J	29 S Croton Ave		MOUNT KISCO	10549	69.80-2-17	6.908E+18
Ammirabile Kristy	66 Marion Ave		MOUNT KISCO	10549	69.80-2-13	6.908E+18
Miliambro Rocco	121 Parkview Pl		MOUNT KISCO	10549	69.79-8-1	6.9079E+18
Groenewegen Jessica L	133 Parkview Pl		MOUNT KISCO	10549	80.23-5-1	8.0023E+18
Fitzgerald, Donald Crotty	137 Parkview Pl		MOUNT KISCO	10549	80.23-5-2	8.0023E+18
Coughlin Michael R	147 Manchester Dr		MOUNT KISCO	10549	80.24-1-23	8.0024E+18
Edmunds, Robert R	99 Manchester Dr		MOUNT KISCO	10549	69.80-4-28	6.908E+18



## **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 December, 2023 at the Municipal Building, Mount Kisco, New York, beginning at 7:00PM pursuant to the Zoning Ordinance on the Appeal of Mr. Hevel Jean-Baptiste, residing at 21 Palmer Avenue, Scarsdale, NY 10583 from the decision of Peter J. Miley, Building Inspector, dated October 31, 2023 denying the application dated to permit the continued use of the garage at 137 Manchester Dr.. The property involved is known as 137 Manchester Dr., Mount Kisco, NY. and described on the Village Tax Map as Section 80.24 Block 1 Lot 1 and is located on the south side of Manchester Drive in an R9A Zoning District. Said Appeal is being made to obtain a variance from Section(s) 16 (f) Building Zone Ordinance for the Village of Mount Kisco (adopted 1928), which requires no garage within less than five feet of any party lot line.

Wayne Spector, Chair  
Zoning Board of Appeals  
Village/Town of Mount Kisco  
9508953



Only copies from the original of this survey marked with an original of the Land Surveyors embossed seal or red colored seal shall be considered to be true, valid copies.

Said certifications shall run only to the person for whom this survey is prepared and on his/her behalf to the title company, governmental agency and lending institutions listed hereon. Certifications are not transferable to additional institutions or subsequent owners.

Unauthorized alteration or addition to a survey map bearing a licensed Land Surveyors seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law.

Possession only where indicated.

Adjacent property lines and easements not surveyed or certified. Access to adjacent rights of way, easements and public or private lands not guaranteed or certified.

Underground utilities shown hereon are approximate and should be verified before excavating. Additional underground utilities are not shown or certified. Encroachments and structures below grade, if any, not shown or certified.

Subject to covenants, easements, restrictions, conditions and agreements of record.

THIS MAP IS FOR BUILDING DEPARTMENT PURPOSES ONLY.  
MAP IS NOT TO BE USED FOR TITLE TRANSFER PURPOSES.  
MAP MAY NOT BE CERTIFIED TO TITLE COMPANIES AND/OR BANKS.

Premises hereon being Lots 302, 303 and the northerly 5 feet of Lot 304 as shown on a certain map entitled, "Section 1, Map of Parkway Heights, situated in the Village of Mount Kisco, Town of New Castle, Westchester County, N.Y." Said map filed in the Westchester County Clerk's Office, Division of Land Records November 30, 1926 as map number 3078.

Surveyed in accordance with Deed Control Number 632263637.

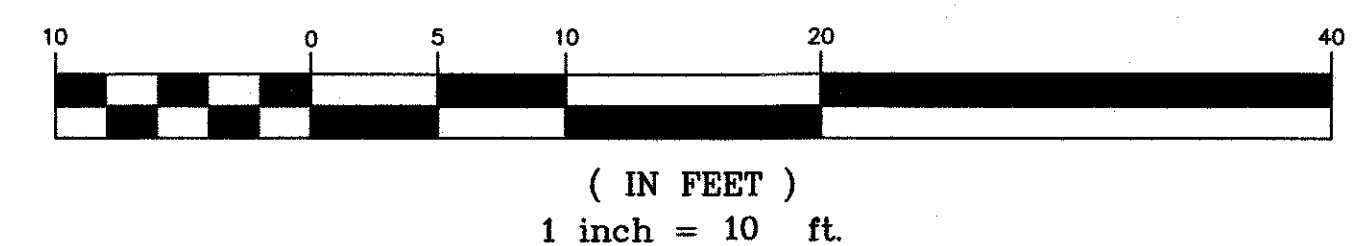
Premises shown hereon designated on the Village/Town of Mount Kisco Tax Maps as: Section 80.24, Block 1, Lot 1.

Property Address: 137 Manchester Drive  
Mount Kisco, NY 10549

## SURVEY OF PROPERTY PREPARED FOR FIRST UNITED DEVELOPMENT, INC.

SITUATE IN THE  
VILLAGE & TOWN OF MOUNT KISCO  
WESTCHESTER COUNTY, NEW YORK

SCALE: 1" = 10'  
GRAPHIC SCALE

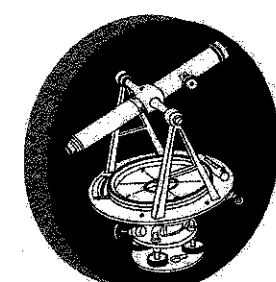


RECEIVED

NOV 09 2023

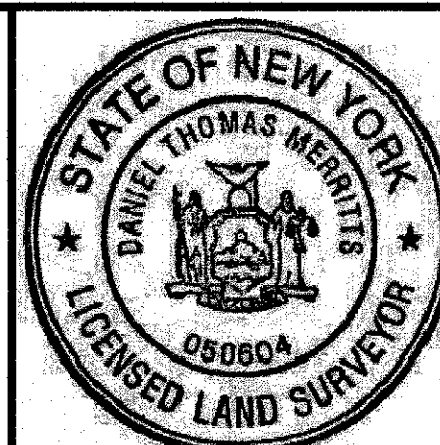
Zoning Board of Appeals  
Village/Town of Mount Kisco

COPYRIGHT © 2023  
TC MERRITTS LAND SURVEYORS  
ALL RIGHTS RESERVED. UNAUTHORIZED DUPLICATION OR  
ELECTRONIC TRANSMISSION WITHOUT PRIOR PERMISSION  
IS A VIOLATION OF APPLICABLE LAWS.



TC MERRITTS LAND SURVEYORS

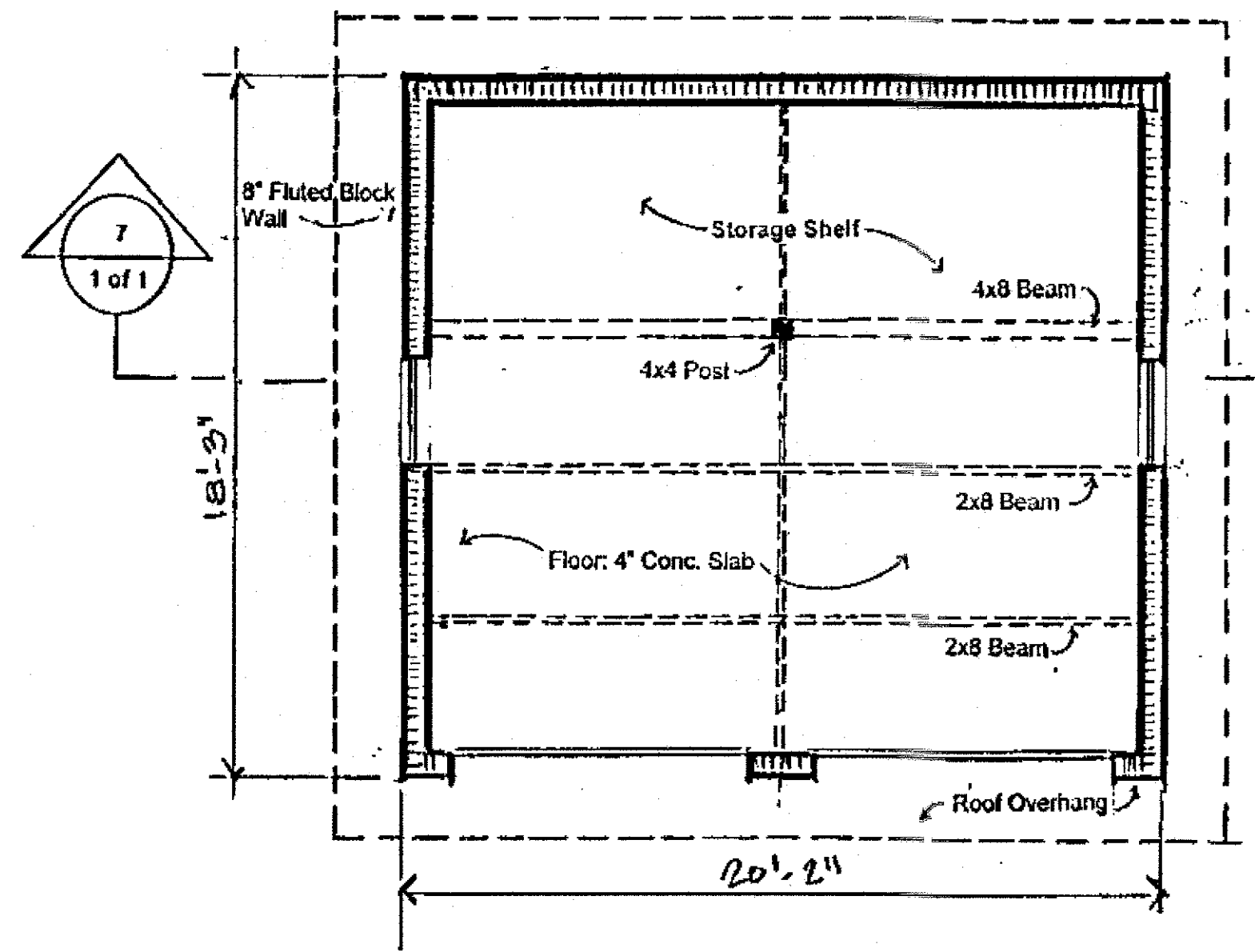
394 BEDFORD ROAD • PLEASANTVILLE • NY 10570  
(914) 769-8003 • survey@tcmerritts.com



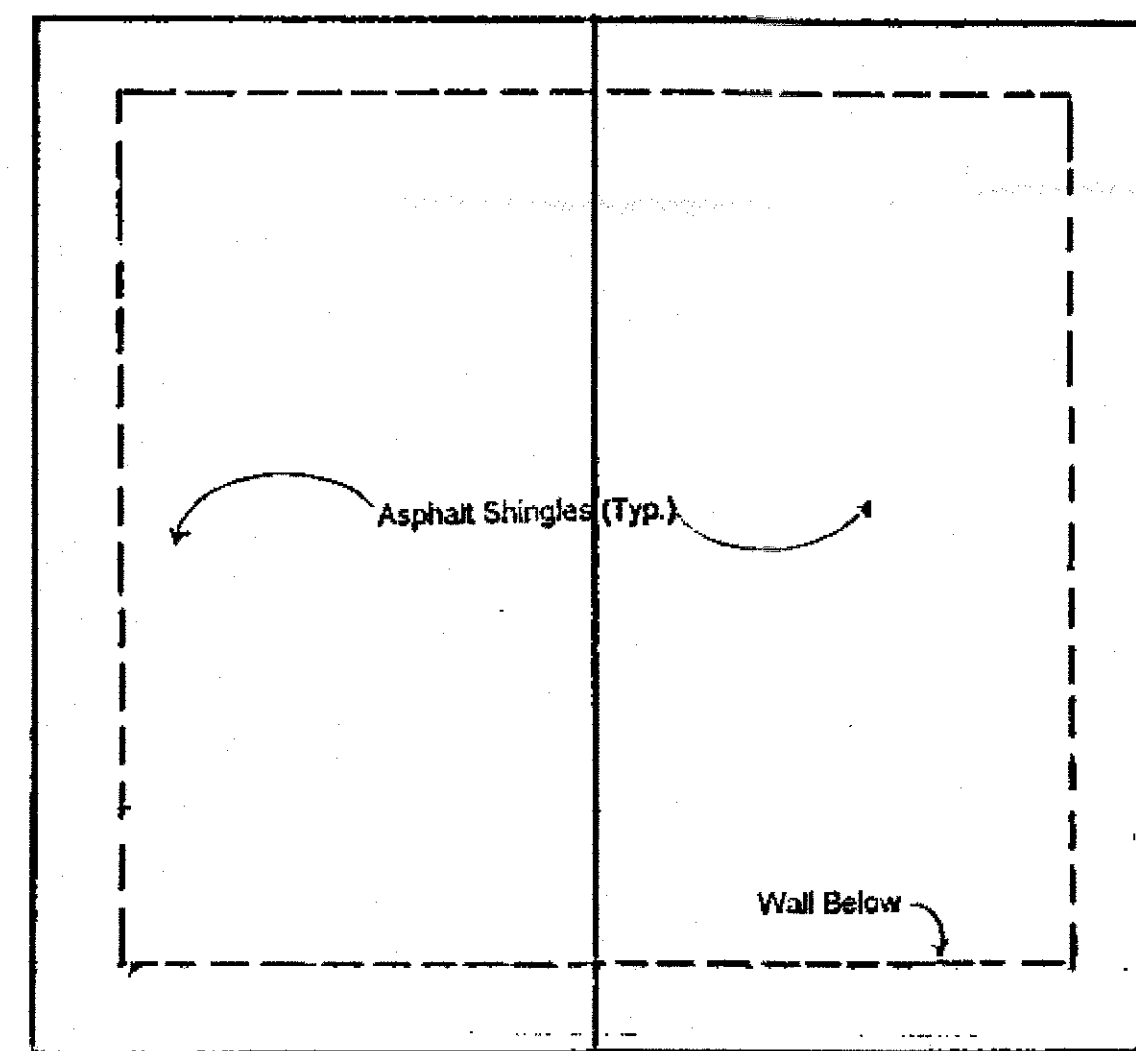
Surveyed: September 6, 2023  
Map Prepared: September 8, 2023

By: *Daniel T. Merritts*  
New York State Licensed Land Surveyor No. 050604

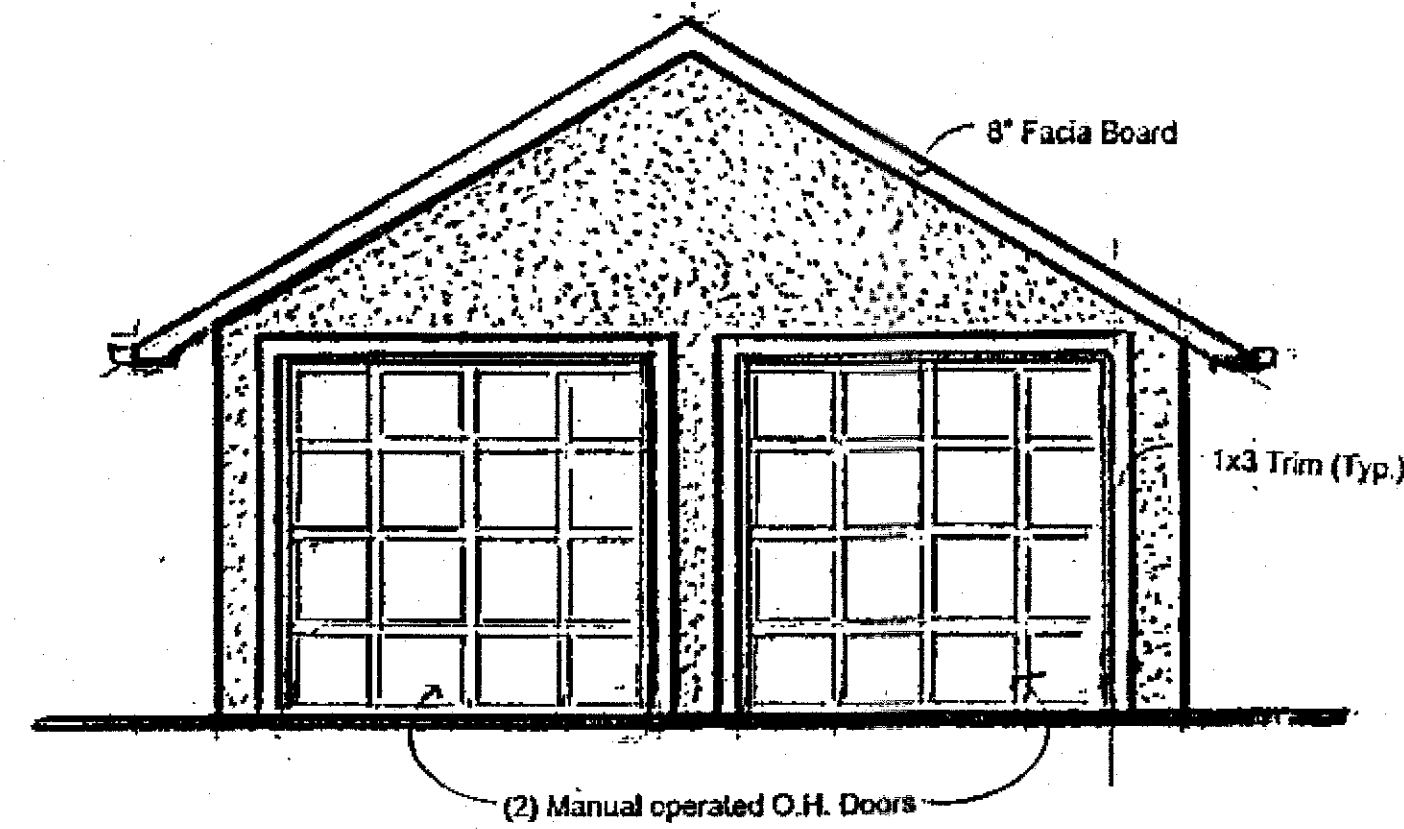
Project: 23-267	Reference: 10-134
Field Survey By: AN/RM	Drawn By: DA
Project Manager: DA	Checked By: DA



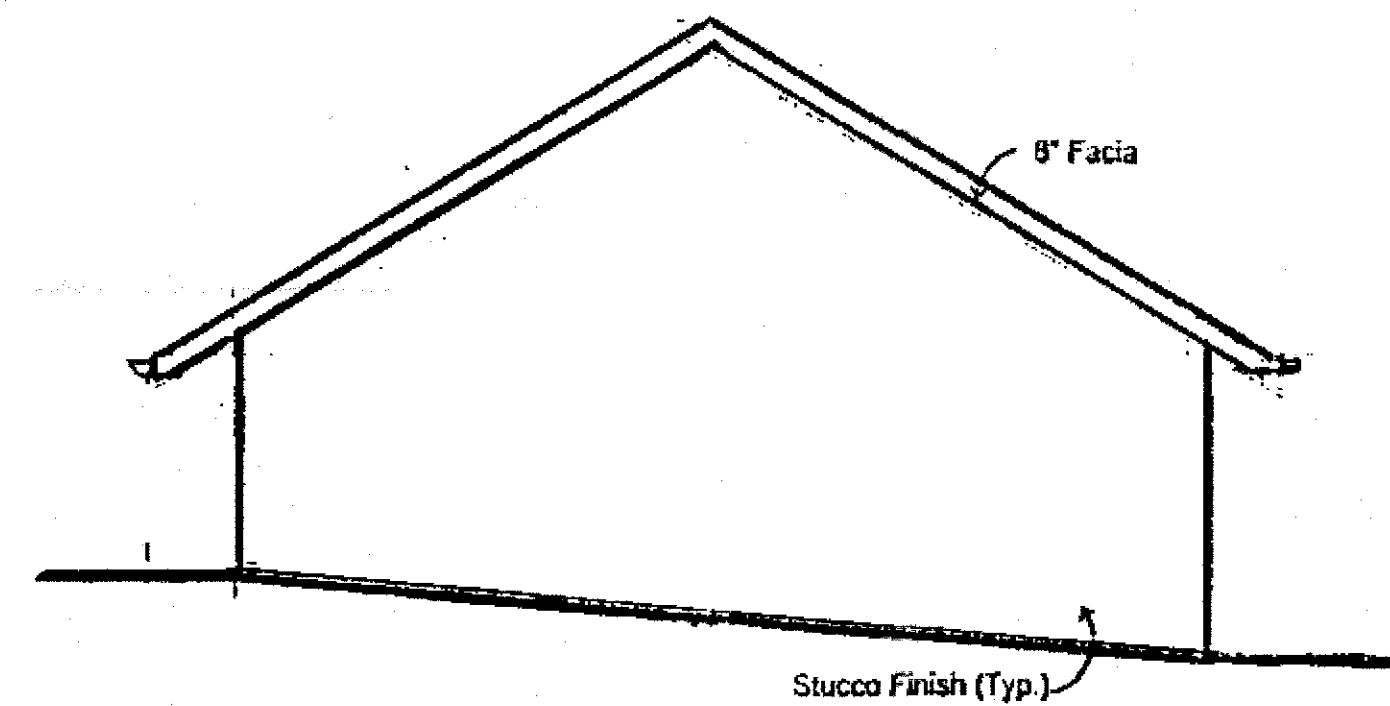
1 FLOOR PLAN  
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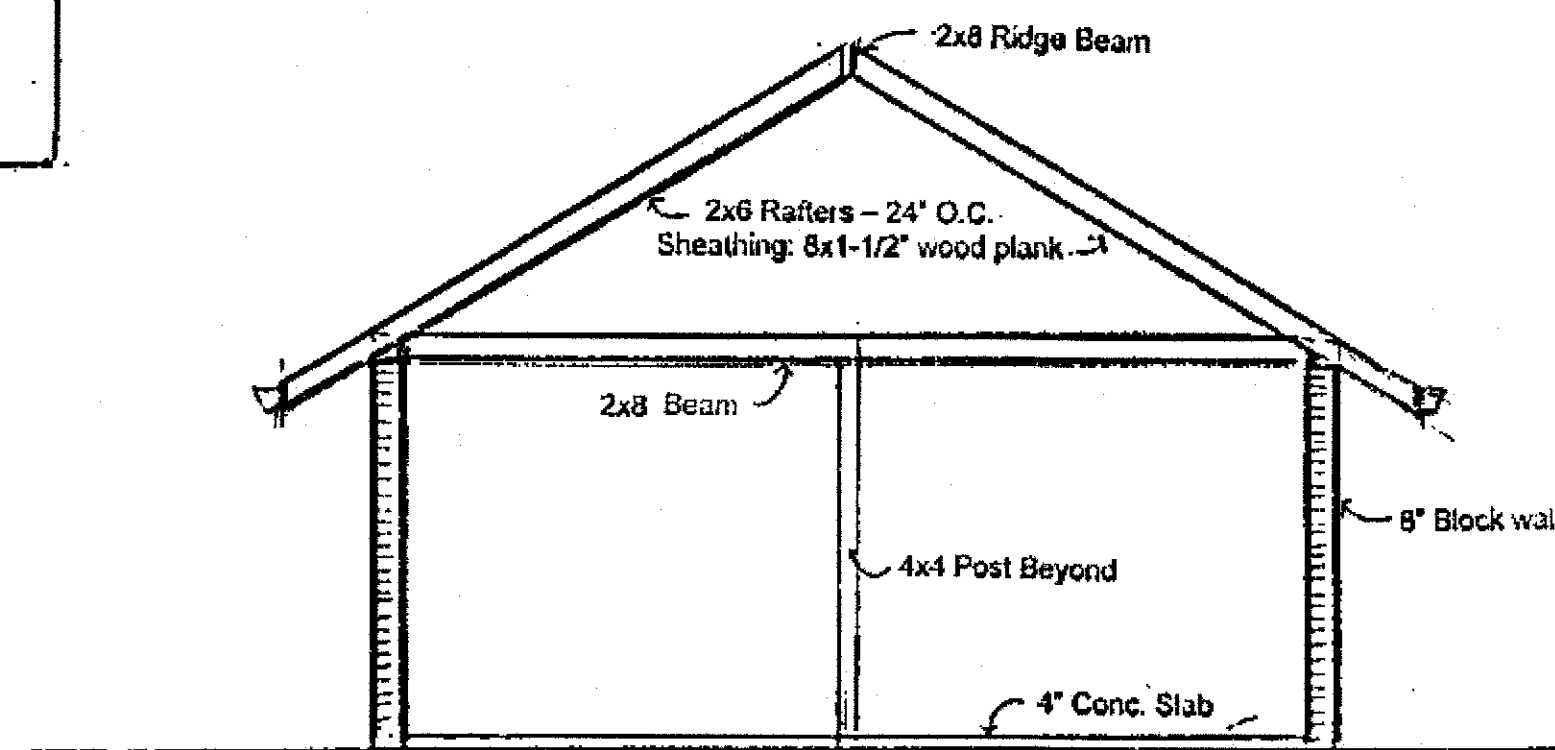
2 ROOF PLAN  
Scale: 1/4" = 1'-0"



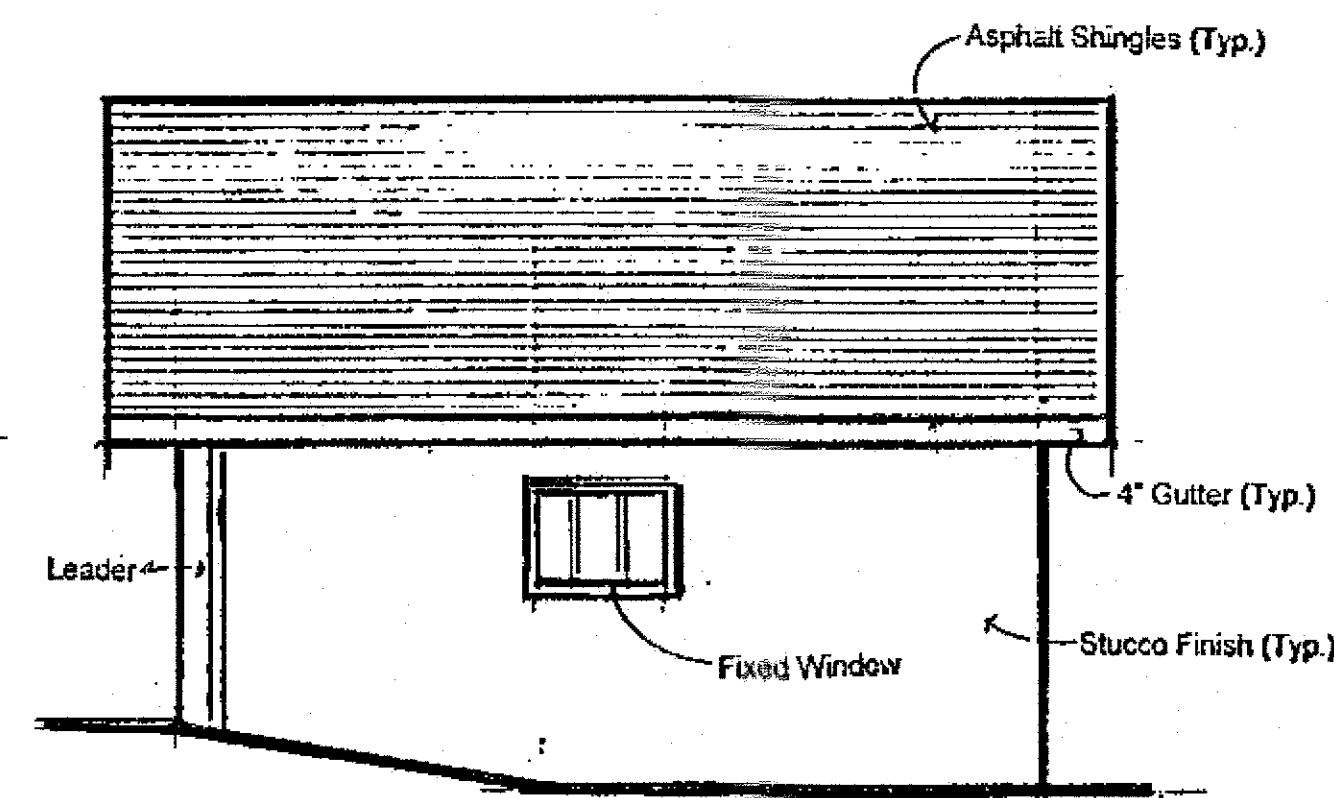
3 FRONT ELEVATION  
Scale: 1/4" = 1'-0"



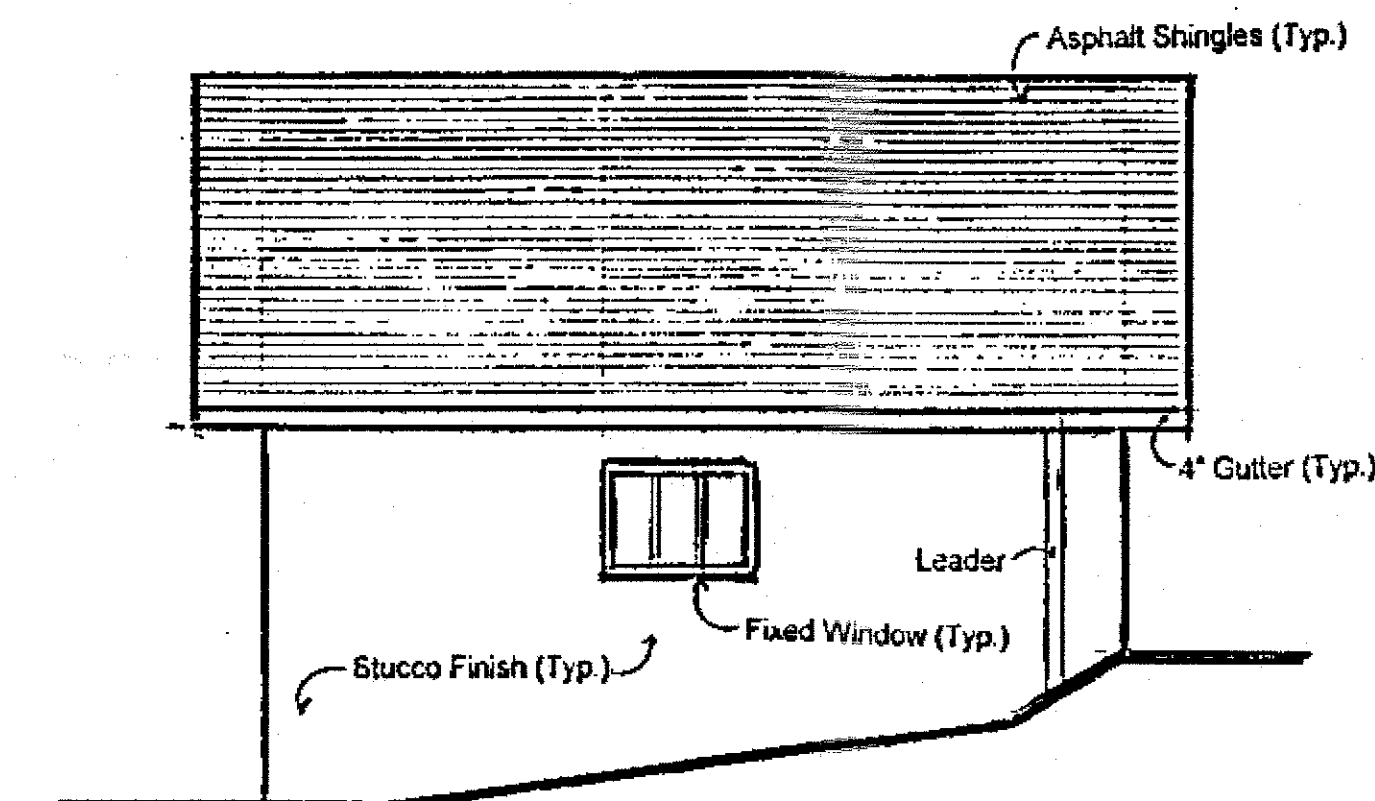
4 REAR ELEVATION  
Scale: 1/4" = 1'-0"



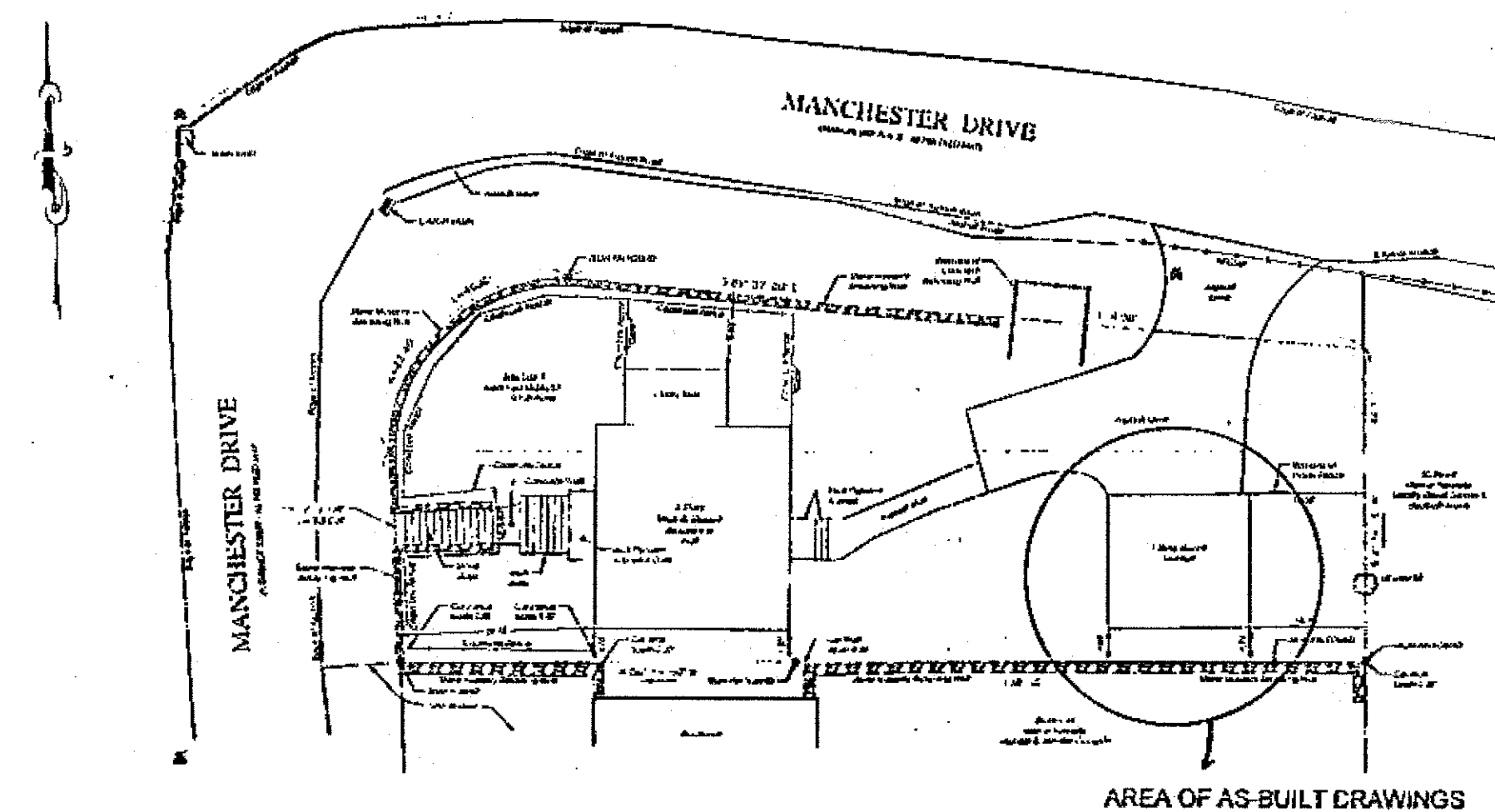
7 CROSS SECTION  
Scale: 1/4" = 1'-0"



5 RIGHT SIDE ELEVATION  
Scale: 1/4" = 1'-0"

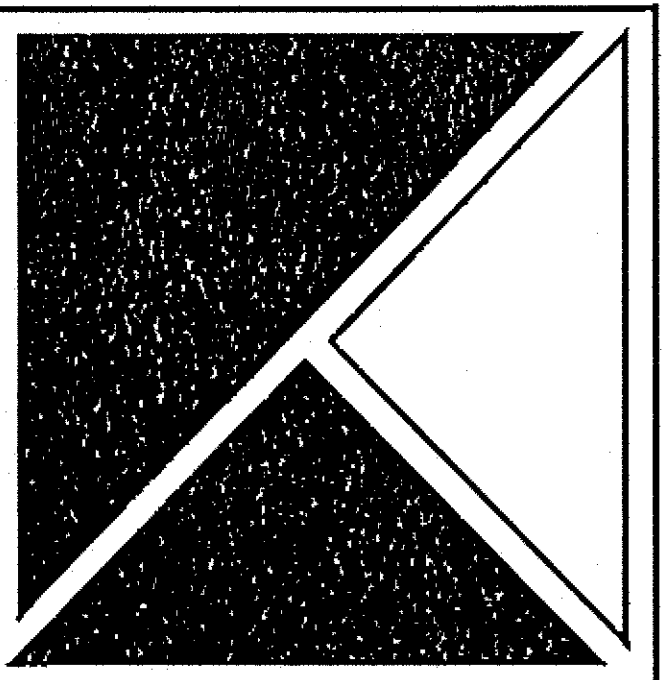


6 LEFT SIDE ELEVATION  
Scale: 1/4" = 1'-0"



8 SITE PLAN  
Taken from Survey by TC  
Merritts, Land Surveyors Date:  
Sept 6, 2023  
Scale: NTS

- GENERAL NOTES:
1. As-built drawing prepared from Field Measurements and observations.
  2. There is no heating in the Garage.
  3. There is no electric in the Garage.
  4. Foundation is assumed to be sufficient. Not field reviewed.



PKC Architecture, PC

45 Kensico Drive, 2<sup>nd</sup> Floor  
Mount Kisco, NY 10549

914-666-0580  
Fax: 238-1419

JEAN-  
BAPTISTE

Garage at

137 Manchester Drive  
MOUNT KISCO, NY

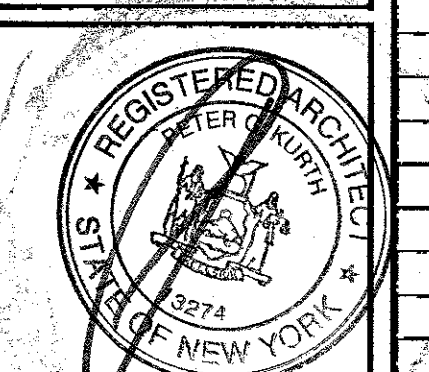
TITLE

AS-BUILT  
GARAGE  
PLANS

© 2023 PKC Architecture PC

PREPARED BY:  
P. C. Kurth, RA

REVISIONS



DATE 10/02/23

SHEET NO.

SCALE As Noted

1 of 1

JOB NO. 22-13



## Michelle Russo

---

**From:** jscoli westwoodorganic.com <jscoli@westwoodorganic.com>  
**Sent:** Tuesday, December 12, 2023 2:08 PM  
**To:** Michelle Russo  
**Cc:** James Scoli; cmartabano@terrapincap.com; Peter Miley; Lisa Cobb  
**Subject:** Re: Hickory Lane Subdivision

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michelle , At this time if you can move that for us would be great.  
Thanks

Sincerely,

James Scoli  
Westwood Organic  
914-490-1694  
Jscoli@westwoodorganic.com

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**DEC 12 2023**

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

On Dec 12, 2023, at 9:44 AM, Michelle Russo <mrusso@mountkisco.ny.gov> wrote:

Good morning Jamie & Charlie,

Please advise if this application will be requesting an adjournment to January 16, 2024.

Thank you,

***Michelle K. Russo***

Interim Office Manager  
Planning & Zoning Secretary  
Village/Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549  
(914)864-0022 (direct)  
(914)864-1085 (fax)

**Michelle Russo**

**From:** Sirignano Law Office <lawoffice@sirignano.us>  
**Sent:** Tuesday, December 12, 2023 10:00 AM  
**To:** Michelle Russo  
**Cc:** Peter Miley; Lisa Cobb  
**Subject:** Re: ZBA - Smoller/2.5 Leonard

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**DEC 12 2023**

Zoning Board of Appeals  
Village/Town of Mount Kisco

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Michelle,  
Yes, please adjourn our application to January.  
Merry Christmas to you!  
Michael  
**Michael Fuller Sirignano**  
Attorney and Counselor at Law  
Old Post Road Professional Building  
892 Route 35, PO Box 784  
Cross River, NY 10518  
Telephone: (914) 763-5500  
Fax: (914) 763-9589

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**From:** Michelle Russo <mrusso@mountkisco.ny.gov>  
**Date:** Tuesday, December 12, 2023 at 9:43 AM  
**To:** Sirignano Law Office <lawoffice@sirignano.us>  
**Cc:** Peter Miley <pmiley@mountkisco.ny.gov>, Lisa Cobb <lcobb@wallacelaw.net>  
**Subject:** ZBA - Smoller/2.5 Leonard

Good morning Mr. Sirignano,

Please advise if this application is requesting an adjournment to January 16, 2024 or will be withdrawn.

Sincerely,  
**Michelle K. Russo**  
Interim Office Manager  
Planning & Zoning Secretary  
Village/Town of Mount Kisco  
104 Main Street  
Mount Kisco, NY 10549  
(914)864-0022 (direct)  
(914)864-1085 (fax)