In the Matter of the Application of
C H A B Five Realty, LLC, petitioner

for a Hardship Variance from the Town’s Moratorium via Local Law 1 of 2016

To: Town Board – Town of Monroe

Petitioner, C H A B Five Realty, LLC, as and for its application for a hardship variance from the application of the Moratorium via Local Law 1 of 2016, respectfully alleges as follows:

1. Your Petitioner, C H A B Five Realty, LLC, is organized as a limited liability company under the laws of the state of New York and maintains its office for the transaction of business at 269 Mountainview Drive #102, Monroe, New York. By this Petition, Petitioner seek a Variance from that certain Moratorium the Town Board of the Town of Monroe purported to adopt as Local Law No 1 of 2016 ("Moratorium"), which Variance would relieve Petitioner from the mandates and prohibitions set forth in said Moratorium.

2. By Deed dated the 18th day of February, 2016, your Petitioner became owner, in fee simple absolute, of all those certain parcels of land (hereinafter “Lands”) described in Schedule A to Exhibit 1 hereto, which Lands are identified on the tax maps of the Town of Monroe as Section 31, Block 1, Lots 31, 62 & 63. The Lands consist of approximately 150.4 acres of land. Attached hereto as Exhibit 1 is a true copy of said Deed whereby Petitioner acquired title to said Lands.
3. Petitioner submits the following facts and information relating to the history of the efforts to secure preliminary approvals for the residential development of the Lands:

   a. The initial application to subdivide the Lands was made in July 2001, which sought a forty-nine (49) lot subdivision.

   b. On June 4, 2004, the Planning Board issued a SEQRA Negative Declaration, finding there were no environmental impacts and/or all identified impacts were adequately mitigated under applicable law. Final Subdivision Approval was granted on January 13, 2015.

   c. The Final Approval was extended by the Planning Board on April 5, 2016, which extension runs through July 10, 2016.

   d. In 2002, development of the Lands was also part of the Rye Hill Generic Environmental Impact Study (“Rye Hill GEIS”) to identify and address impacts associated with six developments proposed along the “Rye Hill Road Corridor.”

      i. The Rye Hill GEIS addressed the perceived impacts of six (6) residential subdivisions along the Rye Hill Road Corridor, including:

         1. Groundwater Impacts;
         2. Surface Water Impacts;
         3. Traffic Impacts (including a traffic study of the relevant area); and

      ii. On or about April 20, 2004, a Generic SEQRA Finding Statement (2004 Findings Statement) was adopted by the Planning Board, which finding statement addressed the common impacts associated with the six subdivisions within the Rye Hill Road Corridor. The 2004 Finding Statement concluded the perceived impacts would be adequately address,
the environment protected, and etc. via the coordinated
development of the Rye Hill Road Corridor.

4. On January 13, 2015 the Town of Monroe ("Planning Board") duly granted
Final Approval for the subdivision of the Lands into forty-nine (49)
residential lots. A copy of the Resolution granting Final Approval is
attached as Exhibit 2.

5. The time for instituting a legal challenge to the Final Approval has passed.

6. There has never been any determination by any board having jurisdiction
that there has been a change in relevant circumstances warranting a
reconsideration of the Final Approval.

7. By the aforementioned Final Approval (Exhibit 2), the Planning
Board approved that certain Subdivision Plat prepared by Pietrzak
& Pfau Engineering & Surveying and last revised on February 22,

a. A copy of the Subdivision Plat / Site Plan is submitted hereto on a
DVD, together with other relevant documents, including the
Environmental Assessment Form, and Public Hearing Transcript.

b. In connection with the development of the Lands as a 49 Lot
Subdivision, a Stormwater Pollution Prevention Plan ("SWPPP") was
prepared. The SWPPP shows that the development and eventual full-
build out of the Project will not have any adverse impact on the
environment, surrounding areas, or general welfare of the community
by reason of stormwater runoff and/or erosion. (See Negative
Declaration, attached as Exhibit 3)

c. The Subdivision Plat and SWPP set forth all representations of the
developer/applicant with regard to the dimensional standards\(^1\) of the
zoning district within which the development is located, including but
not limited to lot coverage, impervious surface coverage, residential
building size, occupancy, and other design parameters which served
as the basis for SEQRA review, Stormwater Pollution Prevention Plan
(SWPPP) review, and infrastructure approval and design, including

\(^1\) The Subdivision Plat sets forth the Subdivision Bulk Table applicable to this Project.
methods of water supply, wastewater disposal, stormwater control, drainage, and transportation approvals.

8. Upon information and belief, no violations have been issued with respect to the Lands.

9. Upon information and belief, all of the documents relied on by the Planning Board in granting the Final Approval are identified and/or referred to in the Final Approval.

10. As to the status of approvals from outside agencies, your Petitioner submits the following information:

<table>
<thead>
<tr>
<th>Polak Farm Status of Approvals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1</strong></td>
</tr>
<tr>
<td><strong>Agency</strong></td>
</tr>
<tr>
<td>Village of Monroe</td>
</tr>
<tr>
<td>Orange County Department of Health</td>
</tr>
<tr>
<td>Town of Monroe Planning Board</td>
</tr>
<tr>
<td><strong>Phase 2</strong></td>
</tr>
<tr>
<td><strong>Agency</strong></td>
</tr>
<tr>
<td>Orange County Department of Health</td>
</tr>
<tr>
<td>Orange County Sewer District No. 1</td>
</tr>
<tr>
<td>New York State Department of Environmental Conservation</td>
</tr>
<tr>
<td>Town of Monroe Planning Board</td>
</tr>
</tbody>
</table>
11. Your Petitioner is not requesting a variance from the Moratorium law for a project which proposes to vary from, or does not meet all previous decisions rendered by the Planning Board or Zoning Board of Appeals.

12. The Project is and will continue to be consistent with and comply with all previous decisions and findings of the Planning Board and the Town of Monroe Town Board.

13. In connection with the proposed subdivision and development of the Lands into the 49 Lot Subdivision, the Planning Board made the following finding:

The Planning Board has determined that approval of this subdivision will substantially serve the public convenience, safety and welfare in that the land to be subdivided is of such character that it can be used safely for building purposes without danger to health or peril from fire, flood, or other menace. Further, the arrangement, location and width of streets, their relation to the topography of the land, water supply, sewage disposal, drainage, lot sizes and arrangement, the possible future development of adjoining land as yet un-subdivided are all appropriate and consistent with the requirements of the master plan, the official map, the Town of Monroe Subdivision Regulations and applicable zoning regulations, subject to compliance in full with conditions hereinafter imposed.

See Exhibit 2 at pg. 5.

14. The above-stated findings were implicitly reaffirmed by the Planning Board when it extended the Final Approval on April 5, 2016.
15. Attached as **Exhibit 3** is the Negative Declaration adopted by the Planning Board, in which the Planning Board found “that there would be no significant harmful environmental effects resulting from granting conditioned preliminary subdivision approval to this 49-lot subdivision.” The Negative Declaration discussed and set forth the Planning Board’s conclusion that there would be no negative impact on “Surface and Groundwater Resources; Flooding” and no adverse impacts on wetlands, traffic, community services, etc.

16. This Petition is not presently in front of the Planning Board or Zoning Board of Appeals to request a waiver from any previous approval or finding.

17. On April 15, 2016, counsel for Petitioner requested, via email, the attorney for the Planning Board to confirm those items, if any, of the Final Approval remained pending. At other times, Petitioner’s counsel reiterated his to be advised by the attorneys for the Town, including its Planning Board, to be informed what items in the FINAL APPROVAL the Town considered pending. A copy of said communications is collectively attached hereto as **Exhibit 4**. As of the date of this Petition, counsel for the Town has not responded to the request for confirmation of those items, if any, of the Final Approval remained pending.

18. On February 18, 2016, Petitioner purchased the Lands from Rye Hill Holdings, LLC, for the agreed upon price of $3,000,000.00. Attached hereto as part of **Exhibit 1** are the Combined Real Estate Transfer Tax Return and Real Property Transfer Report, which Real Property confirm the $3,000,000 purchase price.

19. In connection with its acquisition, financing, and undertaking to develop the Lands in accordance with the Final Approval, Petitioner incurred other charges and expenses that it will submit to the Town Board upon request.

20. Petitioner spent over Three Million ($3,000,000) Dollars based upon the economic return it would expect the Lands to yield via the 49 Lot Residential Subdivision shown on the Subdivision Plan and described in the **FINAL APPROVAL.**

21. At the time of Petitioner’s acquisition of the Lands on February 18, 2016, Petitioner verily expected that, within six months, construction of the public improvements would be substantially completed to a point where the
Subdivision Plat could be filed with the Orange County Clerk, construction financing could be obtained, and residential lots offered for sale.

22. Petitioner’s cost of holding the premises is approximately $250.00 per day for interest on the acquisition loan, plus additional amounts for property / school taxes, and insurance (“Carrying Costs”).

23. As of the date hereof, Petitioner has invested over $3,000,000 toward the acquisition and development of the Lands.

24. Petitioner seeks relief (specifically, a variance) from the Moratorium’s prohibition so that the Town Board and Planning Board shall be able to process, hear, reheat, extend, approve, and/or do such other and further acts as are necessary to permit Petitioner to proceed with the development of the 49 Lot Subdivision, including granting extensions of the approval, approving and/or executing such documents, papers, and things (such as dedications, bonding, inspection agreements, etc.) as are necessary to carry out the intent of the Final Approval, and to permit the Planning Board, Town Board, Town Engineer, Town Attorneys, Planning Board Attorneys, and such others persons who may be involved on behalf of the Town to issue to Petitioner grading permit(s), erosion and sediment control permit(s), wetland permit(s), sewer connection permit(s), floodplain development permit(s), driveway opening permit(s), water connection permit(s), and any such other permits as may be necessary to complete the construction Project.

25. In the event the Moratorium bars the Planning Board from considering and granting extensions of the Final Approval, then Petitioner seeks a variance permitting the Planning Board to consider and grant extensions of the Final Approval as provided for in accordance with applicable law.

26. Petitioner seeks relief (a variance) from the Moratorium’s prohibition on the issuance of residential building permits and other action(s) relating to the construction of residential dwellings, including the issuance of building permits, inspection reports, certificates of occupancy, etc., and Petitioner requests that the Building Inspector / Building Department of the Town be permitted to accept building permit applications for any and all elements of the 49 Lot Subdivision requiring a building permit(s) (such as for public improvements, site improvements and/or residential structures), that the same be authorized to process and approve any said applications and issue
building permits thereon, to inspect construction activities, and to issue
certificates of occupancy and/or temporary certificates of occupancy.

27. Petitioner seeks a Public Improvement Security Agreement with the Town,
which agreement shall conform to applicable law.

28. Petitioner seeks complete relief from the Moratorium, so Petitioner can
proceed with the full development of the Lands as such development was
envisioned and approved by the FINAL APPROVAL.

29. As hereinbefore stated, Petitioner paid $3,000,000 ("Purchase Price") to
purchase the Lands, which amount was the agreed upon purchase price and
was based on the fact that the Planning Board had issued the Final Approval,
which Final Approval.

30. Petitioner paid said Purchase Price with the expectation of a positive
economic based that would be generated by a 49 Lot Residential Subdivision
as shown on the Subdivision Plan and described in the FINAL APPROVAL.

31. Without the development value inherent in the Final Approval, the Lands are
not worth the Purchase Price Petitioner paid for the acquisition of the Lands,
and Petitioner cannot sell the Lands at present and achieve a positive
economic return.

32. There is no economic return possible from holding the Lands because, in
their present undeveloped state, the Lands will not generate a return equal to
or greater than Petitioner’s investment and the Carrying Costs.

33. Indeed, at present, the Lands are yielding a negative economic return, i.e.,
the Carrying Costs exceed the economic yield of holding the Lands in an
undeveloped state.

34. As part of Petitioner’s expectation of an economic return, Petitioner
reasonably expected the Lands to be worth as much as the Purchase Price, if
not substantially more, during the course of developing the Lands into the 49
Lot Subdivision.

35. In the event the Town enacts local laws that require design changes, revision
to the proposed layout, and/or a lower lot yield and/or development
potential, then the Lands will not be worth what Petitioner paid for the
Lands and expected from said Lands. Petitioner has and will continue to
have a negative economic return on said Lands for so long as the Lands are under Moratorium.

36. By reason of the foregoing, Petitioner will not have an economic return by reason of the moratorium, and, therefore, is entitled to a variance(s) under the standard therefor stated in Local Law No 1 of 2016.

37. Petitioner is respectfully submitting Exhibits 1 – 4, and it is compiling the other papers referenced in Local Law 1 of 2016. Petitioner reserves the right to call witnesses at any hearing on this application.

Wherefore, Petitioner requests relief from the Moratorium, a variance(s), being complete relief from the Moratorium, so Petitioner can proceed with the full development of the Lands as such development was envisioned and approved by the FINAL APPROVAL, and Petitioner may have such other and further relief as is just and proper.

Dated: Goshen, New York
June 27, 2016

BLUSTEIN, SHAPIRO, RICH & BARONE, LLP

By: Gardiner S. Barone, Esq.
Attorney for Petitioner
10 Matthews Street
Goshen, New York 10924
(845) 291-0011

C H A B Five Realty, LLC
By
Abraham Bierman

STATE OF NEW YORK )
COUNTY OF ORANGE ) ss:

I, Abraham Bierman, being duly sworn depose and say that: I am a member of the Petitioner named above, and I have read the foregoing Petitioner, and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Abraham Bierman

Sworn to before me on this 27th day of June, 2016

BRENDA FRANCOZ
Notary Public, State of New York
No. 01FR63252289
Qualified in Orange County
Commission Expires June 15, 2019
THIS INDENTURE, made the 18th day of February, 2018
BETWEEN
RYE HILL HOLDINGS LLC, having an office at 1000 Jefferson Avenue, Elizabeth, NJ 07201
party of the first part, and
C H A B FIVE REALTY, LLC, a New York limited liability company, having its office at 12 Green Lane, Apt 1010, Monsey, NY 10952
party of the second part,
WITNESSETH, that the party of the first part, in consideration of
TEN dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the
SEE SCHEDULE "A" ATTACHED
AS TO LOT 63
BEING AND INTENDED TO BE THE SAME PREMISES CONVEYED TO THE PARTY OF THE FIRST PART BY DEED DATED 12/30/2006 AND RECORDED ON 1/12/2007 IN THE ORANGE COUNTY CLERK’S OFFICE IN DEED LIBER 12001 PAGE 85.
AS TO LOT 18.31 and 82
TOGETHER with all rights, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center line thereof; TOGETHER with the appurtenances and all the covenants and restrictions of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose. The word “party” shall be construed as if it read “parties” when ever the sense of this indenture so requires.
The conveyance has been made in the ordinary course of business and with the unanimous consent of the Grantor’s members. This conveyance does not constitute a conveyance of all or substantially all of the assets of the Grantor.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

RYE HILL HOLDINGS LLC

By: David Breier, authorized signatory
TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of ROCKLAND

On the day of February in the year 2016 before me, the undersigned, personally appeared

David Greer

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 and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (as District of Columbia, Territory, or Foreign Country) of

On the day of February in the year 2016 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 me the undersigned in the

(State the City or other political subdivision)

(Signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. RANY-23387

SECTION 31

BLOCK 1

LOTS 1831, 62 and 83

COUNTY OF ORANGE

STREET ADDRESS: POLLACK FARMS, MONROE, NY

RETURN BY MAIL TO:
Marc Wohlgemuth & Associates, P.C.
225 West Route 59
Spring Valley, New York 10977
**Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

### Schedule A — Information relating to conveyance

<table>
<thead>
<tr>
<th>Grantor/Transferee</th>
<th>Name (if individual, last, first, middle initial (☐ check if more than one grantor)</th>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>RYCE WILL HOLDINGS LLC</td>
<td></td>
</tr>
<tr>
<td>Corporation</td>
<td>100 Jefferson Avenue</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td>City: Elizabeth, State: NJ, ZIP code: 07201, Federal ID: 13-4317586</td>
<td></td>
</tr>
<tr>
<td>Single member LLC</td>
<td>Single member’s name if grantee is a single member LLC (see instructions)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grants/Transferee</th>
<th>Name (if individual, last, first, middle initial (☐ check if more than one grantee)</th>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single member LLC</td>
<td>Single member’s name if grantee is a single member LLC (see instructions)</td>
<td></td>
</tr>
</tbody>
</table>

### Location and description of property conveyed

<table>
<thead>
<tr>
<th>Tax map designation — Section, block &amp; lot (include date and dashes)</th>
<th>SWIS code (six digits)</th>
<th>Street address</th>
<th>City, town, or village</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-1-19,31, 62 and 63</td>
<td>334089</td>
<td>Es Berry Road and East Mombasha Road</td>
<td>Monroe</td>
<td>Orange</td>
</tr>
</tbody>
</table>

### Type of property conveyed (check applicable box)

| 1 | One- to three-family house | 5 | Commercial/Industrial |
| 2 | Residential cooperative | 6 | Apartment building |
| 3 | Residential condominium | 7 | Office building |
| 4 | Vacant land               | 8 | Other |

### Date of conveyance

<table>
<thead>
<tr>
<th>Date of conveyance</th>
<th>Percentage of real property conveyed which is residential real property</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-18-2016</td>
<td>100%</td>
</tr>
</tbody>
</table>

### Condition of conveyance (check all that apply)

| a. Conveyance of fee interest |
| b. Acquisition of a controlling interest (state percentage acquired) % |
| c. Transfer of a controlling interest (state percentage transferred) % |
| d. Conveyance to cooperative housing corporation |
| e. Conveyance pursuant to or in lieu of condemnation or enforcement of security interest |
| f. Conveyance which consists of a change of identity or form of ownership or organization |
| g. Conveyance for which credit for tax previously paid will be claimed |
| h. Conveyance of cooperative apartment(s) |
| i. Syndication |
| j. Conveyance of air rights or development rights |
| k. Contract assignment |
| l. Option assignment or surrender |
| m. Leasehold assignment or surrender |
| n. Leasehold grant |
| o. Conveyance of an easement |
| p. Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
| q. Conveyance of property partly within and partly outside the state |
| r. Conveyance pursuant to divorce or separation |
| s. Other (describe) |

### For recording officer’s use

<table>
<thead>
<tr>
<th>Amount received</th>
<th>Date received</th>
<th>Transaction number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule B, Part I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule B, Part II</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I - Computation of tax due
1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part II) ............................................... 1. 3000000 00
2 Continuing lien disturbance (see instructions if property is taken subject to mortgage or lien) .................................................... 2. 0 00
3 Taxable consideration (subtract line 2 from line 1) .......................................................... 3. 3000000 00
4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3 ..................................................... 4. 12000 00
5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule B) ........................................... 5. 0 00
6 Total tax due* (subtract line 5 from line 4) .................................................................................. 6. 12000 00

Part II - Computation of additional tax due on the conveyance of residential real property for $1 million or more
1 Enter amount of consideration for conveyance (from Part I, line 1) ........................................................... 1.
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) .......................................................... 2.
3 Total additional transfer tax due* (multiply line 2 by 1% (0.01)) ................................................... 3.

Part III - Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)
The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ................................................................................................................................. a

b. Conveyance is to secure a debt or other obligation ........................................................................................................... b

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ........................................... c

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ........................................................................................................ d

e. Conveyance is in connection with a tax sale .................................................................................................................. e

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwellings or dwellings.) Attach Form TP-584.1, Schedule F .................................................................................................................. f

g. Conveyance consists of deed of partition .................................................................................................................. g

h. Conveyance is given pursuant to the federal Bankruptcy Act ............................................................................................... h

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ......................................................................................... i

j. Conveyances of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment .................................................................................................................. j

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(a) (attach documents supporting such claim) ................................................................................................................................. k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RIEF Return Processing, PO Box 5045, Albany NY 12220-5045.
Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   ☐ The transfer of real property is (a) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (b) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferee or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferee).
   ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-98-5-R for more information regarding these aggregation requirements.

☐ Other (attach detailed explanation).

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is . No exemption from tax is claimed and the tax of is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature Title Grantor signature Title

Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked a, b, or g in Schedule A, did you complete Form TP-584A? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.
**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferee(s)/seller(s)* and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

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*Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 686(c), but not as a condition of recording a deed.*

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2683, Nonresident Real Property Estimated Income Tax Payment Form, or Form IT-2684, Nonresident Cooperative Unit Estimated Income Tax Payment Form. For more information, see Payment of estimated personal income tax, on page 1 of Form TP-584-1.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- IR The real property or cooperative unit being sold or transferred qualifies in total as the transferor(s)/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from ________ to ________ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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<tr>
<td>Signature</td>
<td>Print full name</td>
<td>Date</td>
</tr>
</tbody>
</table>
1. **Property Location**

   - *Street Number*:
     - Monroe
   - *City/Town*:
     - NEW YORK
   - *Zip Code*:
     - 10952

2. **Buyer Name**

   - C H A B Five Realty LLC

3. **Tax Billing Address**

   - 269 MOUNTAINVIEW DRIVE
   - MONROE
   - ZIP CODE: 10952

4. **Real Property Transfer Report (BH6)**

   - Rye Hill Holdings LLC

5. **Real Property Transfer Report (BH6)**

   - Monsev NY 10452

---

**SALE INFORMATION**

- **11. Sale Contract Date**: 10/19/2015
- **12. Date of Sale/Transfer**: 02/11/2016
- **13. Full Sale Price**: 3,000,000.00

---

**ASSessment INFORMATION**

- **16. Year of Assessment Roll from which Information taken (YR)**: 2015
- **17. Total Assessed Value**: 180,600

---

**CERTIFICATION**

- **Seller Signature**: Abraham
- **Buyer Signature**: Abraham

---

**BUYER CONTACT INFORMATION**

- **Buyer Phone Number**: 513-2450
- **Buyer's Attorney**: Zwick

---

**BUYER'S ATTORNEY**

- **Name**: Abraham
- **Phone Number**: 513-2450
Nature of Application

Rye Hill Holdings, LLC [Polak Farms] has applied for Subdivision approval allowing it to create 49 new Parcels of land on a ±150.4 acre tract and for issuance of a Local Wetlands Disturbance Permit.

Property Involved

The property affected by this resolution is shown on the Tax Maps of the Town of Monroe as parcel(s) 31-1-18.31 and 31-1-62 and 31-1-63 and is commonly referred to as the Polak Farms Subdivision.

Zoning District

The property affected by this resolution is located in the RR-1.0 zoning district of the Town of Monroe.

Plans

The Subdivision Plat materials being considered consist of the following:

1. Completed application form and Environmental
Assessment Form.

2. Plans prepared for Rye Hill Holdings, LLC [Polak Farms] as follows:

<table>
<thead>
<tr>
<th>Author</th>
<th>Phase I</th>
<th>Title</th>
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<tbody>
<tr>
<td>Pietrzak &amp; Pfau Engineering &amp; Surveying, PLLC</td>
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<tr>
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<td>Grading Plan</td>
<td>February 22, 2011</td>
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<tr>
<td>Pietrzak &amp; Pfau Engineering &amp; Surveying, PLLC</td>
<td>Profile Sheet</td>
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<tr>
<td>Pietrzak &amp; Pfau Engineering &amp; Surveying, PLLC</td>
<td>Sanitary Sewer &amp; Water Supply Details</td>
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<tr>
<td>Pietrzak &amp; Pfau Engineering &amp; Surveying, PLLC</td>
<td>Rye Hill – Berry Road Intersection Improvements</td>
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Phase II

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<td>Grading Plan</td>
<td>September 3, 2013</td>
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<td>Pietrzak &amp; Pfau Engineering &amp; Surveying, PLLC</td>
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<td>September 3, 2013</td>
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<td>Profile Sheet</td>
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<tr>
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<td>Erosion Control Plan</td>
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<td>Sanitary Sewer Details</td>
<td>September 3, 2013</td>
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**History**

**Date of Application**

The application was filed with the Planning Board on July 26, 2001. In early 2002, as the Planning Board was reviewing this application, it was simulta-
neously in the process of reviewing five (later six) other separate land use applications involving a proposed total of 174 (later 180) single family lots in the general site area. The Planning Board was also aware that there were an additional 169 lots pending in the same general site area in the Village of Monroe. Finding that these collective subdivisions involved common environmental impacts on specific resources, the Planning Board determined that there was a need to review these potentially significant common impacts in a comprehensive manner. The Board obtained the agreement of the several applicants for the Board to prepare a Generic Environmental Impact Statement (GEIS) to address the common impacts of the projects in the specific areas of:

- Groundwater impacts and the ability of the proposed lots to obtain sufficient well-water supplies
- Surface water resources (including wetlands) and stormwater drainage
- Traffic and traffic safety
- Planning and zoning

The GEIS also included the consideration of alternatives, specifically the implementation of a new through road running east of and parallel to the Rye Hill/Berry Road alignment. This road is provided for in the context of the proposed Polak subdivision layout.

Because the instant application was part of the overall GEIS, no action could be taken on the underlying land use application until the Planning Board completed its review and adopted Findings. The Rye Hill Road Area GEIS Findings were adopted on April 20, 2004. The overall timeline for the GEIS process and other pertinent information is set forth in greater detail in the Planning Board's site-specific Negative Declaration for this action adopted on June 8, 2004 prior to action being taken on the instant resolution.
**Public Hearing**

A public hearing on this application was convened on October 14, 2003 and closed on the same date.

**SEQRA**

**Type of Action:**

The site-specific aspects of this project constitutes an unlisted action under the State Environmental Quality Review Act.

**Lead Agency:**

The Town of Monroe Planning Board is the lead agency in regard to this action. The Planning Board’s status as lead agency was established in 2002.

**Declaration of Significance:**

A negative declaration was issued on June 8, 2004.

**GML 239 Referral**

This application has been referred to the Orange County Planning Department for review and report. The Planning Department has reported that this matter is one for local determination, there being no significant inter-municipal or countywide considerations found to exist.

**Findings**

The Planning Board has determined that approval of this subdivision will substantially serve the public convenience, safety and welfare in that the land to be subdivided is of such character that it can be used safely for building purposes without danger to health or peril from fire, flood or other menace. Further, the arrangement, location and width of streets, their relation to the topography of the land, water supply, sewage disposal, drainage, lot sizes and arrangement, the possible future development of adjoining land as yet un-subdivided are all appropriate and consistent with the requirements of the master plan, the official
map, the Town of Monroe Subdivision Regulations and applicable zoning regu-
lations, subject to compliance in full with conditions hereinafter imposed.

The Planning Board further determines that issuance of the proposed local
wetland buffer disturbance permit to this applicant will not impair the functions of
the wetland located on this project site within the meaning of Section 56-7 (E)(2)
of the Town of Monroe Code, will not result in any direct or indirect environmental
impact on wetlands and/or wetland buffers, will not impact wetlands functions,
and will adequately protect surface water and groundwater resources from
drought, pollution, and overuse.

Public Improvements

All permanent improvements shown on the plans have been identified as
necessary public improvements. Given the complexity and magnitude of this ap-
lication, these improvements shall be completed according to the schedule set
forth in a Public Improvement Security Agreement [See §A65-25.3].

Resolution of Approval

NOW, THEREFORE, THE PLANNING BOARD RESOLVES to approve the
final subdivision application of Rye Hill Holdings, LLC [Polak Farms] phases I and
II as said proposal is depicted on the plans identified above and upon the condi-
tions outlined below, and the Acting Chairperson (or her designee) is authorized
to sign the plat upon satisfaction of those conditions below noted to be conditions
precedent to such signing.

AND, THE PLANNING BOARD RESOLVES to approve the local wetlands
permit application of Rye Hill Holdings, LLC [Polak Farms] as said proposal is de-
picted on the plans identified above and upon the conditions outlined below, and
the Acting Chairperson (or her designee) is authorized to sign the plat upon satis-
faction of those conditions below noted to be conditions precedent to such sign-
ing.
Specific Conditions

1. The plans shall not be signed until receipt of a letter from the Planning Board Engineer certifying that the deficiencies in the plans noted in prior memoranda have been remedied to his satisfaction.

2. This approval is subject to a final engineering review of the plan set. The plans shall not be signed until receipt of a letter from the Planning Board Engineer certifying that he has found the plans submitted for signature to be in proper order.

3. This approval is conditioned upon the Town Board creating a drainage district and upon acceptance of dedication of the retention/detention ponds and drainage structures proposed to be offered for dedication to the Town. The applicant shall appear before the town board and request delivery of a report to the planning board expressing its willingness and comments on the concept of creating such district. The plat will not be signed or released for filing, however, until such district is created. In the event the Town is unwilling to accept such facilities for dedication, an alternative mechanism, satisfactory to the Planning Board, providing for future maintenance of those facilities shall be proposed.

4. This approval relies upon a drainage study or other evaluations by the Planning Board based upon the house/structure sizes shown on the plat. No building permit for a house/structure larger than as shown on the plat will be issued unless a new drainage study, satisfactory to the planning board engineer, has been submitted and approved.
New Roadway Specifications

5. The Town of Monroe Highway Superintendent has granted a waiver from the requirement of satisfying certain limited roadway specifications. The applicant shall be required to comply with the town's roadway standards in all other ways.

6. All lots in the subdivision shall be marked in the corners as required by Section A65-12(H)(6) of the Town of Monroe Subdivision Regulations.

Cluster Subdivision Approval

7. The planning board hereby modifies all applicable bulk table provisions of Chapter 57 [Zoning] and replaces those provision with the “Cluster Subdivision Bulk Table” shown on the plans.

Clearing Limits

8. Clearing limit areas shall be clearly marked in the field (with protective fencing) before commencement of any site work. The areas so marked shall provide sufficient area to protect the root systems of the trees.

9. If these limits are violated, the developer or lot owner shall be required to provide additional or replacement landscaping of equivalent basal area.

Local Wetlands Permit

10. The local wetlands permit is granted, subject to the following requirements and limitations:

➢ Compliance with all erosion control measures and other criteria and conditions of the subdivision approval.

➢ Installation of Carsonite markers in accordance with the wetland plans.

11. This approval is subject to and conditioned upon the applicant
delivering to the Town of Monroe all municipal easements shown on the plans. Those instruments shall be satisfactory in form and substance to the town engineer and town attorney.

Public Improvement Security Agreement

12. The Applicant shall execute a Public Improvement Security Agreement in a form acceptable to the Town Board of the Town of Monroe, said Agreement to be prepared by the Town Attorney at the Applicant’s expense. The agreement shall ensure completion and maintenance of all public improvements identified above.

13. The Applicant shall furnish performance bonds and maintenance guaranties pursuant to the terms of the Public Improvement Security Agreement, the amounts of same to be determined in accordance with and upon consultation with the Town of Monroe Engineer.

14. The Applicant shall complete all improvements required by the terms of the Public Improvement Security Agreement and in compliance with the development application proceedings and all testimony and evidence submitted by and on behalf of the Applicant. The applicant shall further comply with all requirements of the Town of Monroe Code and other requirements that may be imposed by the Town of Monroe Engineer.

Implementation of SEQRA Findings

15. All mitigation measures proposed within the GEIS or announced within the SEQRA Findings Statements issued by this board are hereby made conditions of this approval as if those mitigation measures were set forth herein at length.

16. In order to ensure that all mitigation measures contained within
the Rye Hill Road GEIS Findings applicable to this project are performed, the applicant shall within the Public Improvement Security Agreement undertake full and satisfactory performance of all applicable mitigation measures contained in the Findings.

Traffic

17. The GEIS Findings concluded that, in order for the cumulative developments to be approved without creating significant harmful traffic level of service impacts, off-site improvements will be needed. The developer of each project covered by the study agreed to make a pro rata financial contribution to the needed off-site improvements. The Findings specify that any final approval of each project would be conditioned upon implementation of each developer's agreement to contribute to off-site improvements. This developer has tendered its full pro rata contribution to the Town Board. That tender has not yet been accepted. Should that the tender have been accepted as of the time the applicant applies for his first building permit, the applicant shall be entitled to that building permit and all remaining building permits authorized to be issued by virtue of this approval. Should the tender not have been accepted as of the time the applicant applies for its 21st building permit, the applicant shall be entitled to that building permit and all remaining building permits authorized by virtue of this approval provided that the applicant has not withdrawn that tender as of the date

---

1 The GEIS analysis demonstrated that certain off-site improvements would be needed at such point as 150 dwelling units (out of a total of 351 in the study) were completed because "F" levels of service would be reached at one crucial intersection at that juncture. This applicant's pro rata share of that traffic burden (and the limit of his allowable development absent a financial contribution to the off-site improvements) on a lot-count basis is 20.94 lots.
the applicant applies for each such building permit.

Offers of Dedication

18. Before signing of the final plat or plans, the applicant shall deliver appropriate offer(s) of dedication [open space areas and potential water tower site], in duplicate, executed and acknowledged by the owner of the property affected, in form suitable for filing in the Orange County Clerk’s Office and the Town Clerk’s Office for all such lands as are shown on the plans to be so offered. The offer shall include a metes and bounds description of said parcel(s). The documents shall be in form suitable for recording and shall be satisfactory to the Town Attorney.

Parkland Fees

19. The Planning Board has determined, based upon the present and anticipated future need for park and recreational facilities in the Town [as calculated from projected population growth to which this subdivision will contribute], that parklands should be created as a condition of approval of this subdivision. However, because parks of size adequate to meet the Town’s requirements cannot be properly located on the subdivision plat, the Planning Board, pursuant to the Subdivision Regulations of the Town of Monroe, and Section 277 (4) of the Town Law of the State of New York, requires that the applicant deliver payment, by cashier’s check or certified check drawn to the order of the Town of Monroe in such sum as required by the applicable provisions of the Town of Monroe Code of Ordinances, or such sum as the Town Board shall determine for each new lot in this subdivision in lieu of dedication of such required parklands to the Town before the final plat is signed, unless payment shall be deferred, in whole or part, by agreement between the applicant and the Town Board.
**General Conditions**

This approval is conditioned upon the applicant submitting all necessary copies of the plans to be signed, including mylars when required, to the Town of Monroe Building Department within one hundred eighty days of the date of this approval.

This approval is further conditioned upon the applicant delivering (prior to signing of the plat) proof, in writing, that all fees—engineering, planning, legal and otherwise—in regard to this project have been fully paid.

Before signing of the Final Plat, the applicant shall deliver appropriate offer(s) of dedication, in duplicate, executed and acknowledged by the owner of the property affected, in form suitable for filing in the Orange County Clerk's Office and the Town Clerk's Office for all such lands as are shown on the plat to be so offered. The offer shall include a *metes and bounds* description of said parcel(s).

A *FAILURE* to comply with any such condition in a timely manner shall result, without further action, in a lapsing of this approval.

Member Gary Abrignani offered the foregoing resolution and moved its adoption. Member Patrice Francois seconded its adoption. The resolution was duly put to a vote on roll call vote as follows:

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<tr>
<th></th>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
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<tr>
<td>Acting Chair Elisa Tutini</td>
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<td>Member Gary Abrignani</td>
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<td>Member Audra Schwartz</td>
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Dated: January 13, 2015

Elisa Tutini, Acting Chairperson  
TOWN OF MONROE PLANNING BOARD
STATE OF NEW YORK
     )
     )ss:
COUNTY OF ORANGE   

I, Mary Ellen Beams, Clerk of the Town of Monroe, do hereby certify that the within Resolution is a true and exact copy of a Resolution issued by the Town of Monroe Planning Board, said resolution resulting from a vote having been taken by the Planning Board at a meeting of said board held on January 13, 2015. This resolution was filed in the Office of the Town Clerk on

MARY ELLEN BEAMS, CLERK
TOWN OF MONROE
NEGATIVE DECLARATION
Polak Farm— Major Subdivision

TOWN OF MONROE PLANNING BOARD, COUNTY OF ORANGE

The Town of Monroe Planning Board, acting as SEQR Lead Agency for Coordinated SEQR review of the following Unlisted action, hereby issues notice that it has adopted a Negative Declaration pursuant to Article 8 of the State Environmental Conservation Law for SEQR Review of the action listed below:

Name of Project: Polak Farm Major Subdivision
Action Type: Unlisted Action
Location: Town of Monroe, County of Orange
    Location: Berry Road, Rye Hill Road
    Zoning District: RR-1.0
    Tax Map Parcel: Section 31 Block 1 Lots 18.31, 19.21, and 29

Summary of Action:
The action involves preliminary subdivision plat approval Phase I of a sectionalized 49-lot subdivision. Phase I of the subdivision involves 14 lots and provides road access to an adjoining parcel currently known as "Alpine Estates", as part of a road network studied in the Rye Hill Road Corridor Generic Environmental Impact Statement. The total 49-lot Polak Farm site contains 150 acres; Phase I of the subdivision contains 28.9 acres. The site is located in the RR-1.0 district in the Town of Monroe, and is proposed to be served with individual wells and septic systems. This Negative Declaration considers the effects of the entire subdivision in order to avoid segmentation of the review.

Date of Adoption of Negative Declaration: June 8, 2004
Agency Address: Town of Monroe Planning Board
    Town Hall – 11 Stage Road
    Monroe, New York 10950
    Tel. (845) 534-9429
Contact Person: Pat Malanaphy, Planning Board Secretary

Text of Negative Declaration as Adopted:
Based on the information available to the Planning Board, the Planning Board finds and determines that there would be no significant harmful environmental effects resulting from granting conditioned preliminary subdivision approval to this 49-lot subdivision of 150 acres of vacant land in the RR-1.0 district in the Town of Monroe. The plan proposes the construction of a critical part of the road network to serve not only the site but also to provide safe road access to adjoining parcels as set forth in the Rye Hill Road
Corridor GEIS. In addition, the plan incorporates certain off-site improvements set forth in the GEIS, including the reconstruction of the Rye Hill/Berry Road intersection in order to improve the existing sight lines, and the removal of an area of exposed rock face along the side of Berry Road and related realignment of pavement. A stormwater management basin is proposed on the site in order to address stormwater pollution prevention needs of Phase I of the development; drainage plans of the remaining Phase have not been mapped but will be addressed in a similar manner. Lot sizes in Phase I range from 42,783 square feet to 228,642 square feet in size, or just under an acre to five and one-quarter acres.

This subdivision was incorporated within the Rye Hill Road Corridor Generic Environmental Impact Statement and therefore the subjects of traffic, groundwater, surface water, and planning and zoning issues has been addressed generically under that rubric. The GEIS Lead Agency Findings Statement was adopted on April 20, 2004.

This site-specific Negative Declaration addresses the consistency of this project with the Rye Hill Road Corridor GEIS Findings.

Surface and Groundwater Resources: Flooding

Because water supply has reportedly been a problem in the site area, the Planning Board requested additional information to be provided as part of its routine regulatory requirements and also as part of the Rye Hill Road Corridor GEIS. The estimated water budget for the site had been calculated at 25,480 gallons per day (gpd) of demand, with average precipitation direct recharge for the site reported at 78,000 gallons (gpd), with 55,500 gpd of direct recharge under 30-year drought conditions. Because the site is proposed to be served by wells and septic systems, which return the majority of well water drawn from a lot to the ground, the consumptive water demand for the entire subdivision was calculated as 3,825 gpd. This means that the net surplus for the entire site would be calculated as 74,175 gpd under average precipitation, and 51,675 gpd under 30-year drought conditions. Thus even under worst case conditions the site’s groundwater withdrawals would fall far below its recharge.

The DGEIS noted that although water budget analyses are useful in estimating available groundwater resources, actually drilling and testing supply wells is the only definitive indicator of groundwater availability from the aquifer source and any potential impact to groundwater supplies. Therefore, in accordance with the town’s regulations, the installation and testing of wells on the Polak Farm site was completed, along with an off-site well monitoring program. The test was completed for the entire subdivision, and wells were drilled on lots 6, 10, 19, and 21. The well locations were chosen by the town’s consulting hydrogeologist, with testing being done at his direction. The goal of the test was to pump the wells on lots 6, 10 and 19 at 5 gpm (the recommended household requirement), or if required, reduced to a minimum of 2 gpm. The well on lot 21 was pumped at 27 gpm, or one-and-one-half times the average water demand on the entire 49-lot subdivision.
The completed 24-hour tests indicated that the well on lot 6 yielded 5 gallons per minute (gpm) for the entire test and experienced a 250-foot drawdown. Wells on lots 10 and 19 initially pumped at 5 gpm but soon declined, and were reduced to 4 gpm for the remainder of the test. The well on lot 10 experienced a 375 foot drawdown and the well on lot 19, about 400 feet. The well on lot 21 was pumped at 27 gpm for the entire test and experienced only 60 feet of drawdown. All tested wells thus meet Health Department and town requirements, reporting stabilized yields for at least the last 5 hours of the test. Twenty-four hour recovery measurements in the tested wells shows that the water level recovered rapidly and were fully recovered within 24 hours after pumping ceased. Thus, the data indicated that there was no storage depletion of the bedrock aquifer from pumping the four test wells for 24 hours at two-and-a-half times the average water demands of the total project. Therefore the hydrogeologist concluded that the bedrock aquifer had excellent potential to yield 5 gpm or more from individual wells drilled on the lots.

During the 24-hour pumping tests a well monitoring program was carried out on six offsite wells. Wells that were monitored included wells on the adjoining Alpine and Weiss subdivisions, and additional offsite wells. The hydrograph for the monitored wells showed no discernable drawdown interference from simultaneous pumping of the onsite test wells on the Polaks Farm, despite pumping at well over the average water demand of the total project. Thus the data support the conclusion that groundwater withdrawals from the site will not be expected to harm neighboring domestic wells.

The subdivision must also comply with the GEIS requirement that for all lots within the subdivision on which test wells were not drilled, wells must be drilled prior to the issuance of a building permit, as a condition of final approval. This requirement would be enforced by the building inspector, and all such wells must meet legal requirements for sufficiency. Therefore any wells that produce less than 5 gpm will require additional in-house storage as required by the Department of Health.

The subdivision plans comply with the GEIS Findings and requirements incorporating dry-wells on the site to facilitate recharge of roof and footing drain flows. This will help to protect the recharge capacity of the site, notwithstanding that the GEIS indicated a significant net surplus of recharge over consumption for the site.

The site does contain some locally and federally regulated wetland. These wetlands have been identified and the subdivision plans show that the subdivision will not result in any direct disturbance of wetlands. Detailed review of the potential wetland impacts of the subdivision that may result from any activities within 100 feet of the wetland will be evaluated at the time of detailed plan submission for each phase for purposes of local wetland permit administration. Phase I, for which detailed plans have been submitted, contains only a small pocket of wetland that is not being disturbed in any way. This small wetland will continue to be fed by the outlet of the stormwater quality pond which will maintain the wetland hydrology and function. The site is not subject to flooding, and stormwater management facilities proposed for the site will prevent the site development from inducing any off-site or on-site localized flooding, consistent with the GEIS Findings and the town’s “no net increase in runoff” policy.

Stormwater pollution prevention plans are incorporated into the project plan to avoid and control erosion and to stabilize the site. Detailed plans are only provided for phase I.
of the overall project. However, all phases of the subdivision will be required to meet appropriate water quality and design standards prior to any grant of final land use approval, and this approach is no less protective of the environment.

The site requires Health Department approval for wells and septic systems, and Phase I of the same is currently undergoing such review. In addition, because the site is located at least partially within the Mombasha Lake watershed, which provides the Village of Monroe water supply, the plans will also require review by the Village water department and engineer. Based on the salutary design and stormwater quality and erosion control measures that are or will be incorporated in the final plans for the overall subdivision following agency review, no significant harmful water quality impacts are expected. The GEIS Findings recommended that all proposed septic systems and driveways should be located a minimum of 175 feet from any significant surface water bodies (Mombasha Lake and its tributaries), in order to minimize potential water quality impacts. The Findings noted that the Planning Board will cooperate with the Village of Monroe in regard to watershed protection in regard to plan reviews and controlling erosion and sedimentation.

**Traffic and Traffic Safety**

With respect to traffic flows, the Rye Hill Road Corridor GEIS studied the overall traffic impacts of the collective subdivisions. The GEIS Findings determined that a range of roadway network improvement projects were needed and the collective need for such improvements was acknowledged by the project developers, along with a mechanism for effectuating such improvements. Some of the safety-related improvements will be constructed as part of specific projects that either already have some land use approvals or are undergoing review. These include the removal of rock along Berry Road as part of the Polak subdivision and the related realignment of the road pavement, the reconstruction/realignment of the Rye Hill/Berry Road intersection, which is to be completed by the Polak and Alpine subdivisions and is incorporated on the Polak preliminary plans, and drainage improvements along a portion of Rye Hill Road in the vicinity of the Shea subdivision, which is to be completed by the Shea subdivision. Other more comprehensive improvements include the development of a new parallel roadway to Rye Hill/Berry Road traversing five pending project sites, and the reconstruction and signalization of the Reynolds Road/Orange Turnpike intersection, and reconstruction of the Reynolds Road/Rye Hill Road intersection. As set forth in the Generic Findings Statement, some of these improvements are to be carried out as part of individual subdivision plans while others, such as the Reynolds Road/Orange Turnpike improvement would be the subject of cost sharing agreement and a Memorandum of Understanding agreed between the town, village, and developers. Any improvements granted by the Planning Board shall be conditioned on entry into such an MOU. Should no such agreement be made, then the number of building permits to be issued within such project would be limited to 43% of the total, that would cause the Reynolds Road/Orange Turnpike intersection to reach failure.

No other site-specific traffic and traffic safety issues have been identified for this subdivision beyond what was studied in the GEIS.
Soil and Land Disturbance (includes Agriculture)

The site is not agricultural and has not been used for agricultural purposes for many decades, so there would be no disturbances to agricultural land. No known cultural resources would be affected by this action. Soils are deep over bedrock throughout most of the site and thus no need for blasting would be anticipated, with the possible exception of the off-site rock removal proposed for a portion of Berry Road along the site's frontage. At the time of this writing it is anticipated that the removal would be done with hydraulic equipment. In the event that blasting is needed, the applicant would need to comply with the town's blasting requirements set forth in the Town Code.

Only limited grading is needed on the site. The most grading that is needed on the site is in the area of the detention basin shown for Phase I, which is not excessively deep and which incorporates gradual benches in order to avoid the need for fencing and to create a more natural appearance. Other limited areas of grading are needed along the proposed site roadways and intersections.

Planning and Zoning

The subdivision plans meet all applicable zoning requirements. Thus there would be no significant harmful impacts expected in this regard.

Community Services

This 49-lot subdivision would involve the creation of lots with residents that will require community services. Public waste disposal is through town collection and would constitute a marginal increase in the townwide collection demand. As a condition of any final land use approval, the site will be making payments in lieu of parkland dedication for the construction of active parkland facilities sufficient to meet the needs of the additional 49 lots, since the site has not been determined to be an appropriate location for the development of such facilities and existing active recreational facilities in the town are inadequate. Thus, any recreational impacts by the site would be mitigated fully. The additional lots would not be expected to pose a significant demand for other community services, including public safety (for which the town incurs no direct expenses) and emergency services, nor would it be expected to be a significant consumer of energy resources. Public safety will be marginally enhanced by the completion of a through road network in the site area, and particularly by completion of the sight distance improvements on Rye Hill and Berry Roads. With respect to schools, it is not clear what the anticipated school taxes for the new lots would be as no price projections have been made for the proposed houses, and therefore no formal projections regarding total potential costs and benefits to the school and other taxing districts has been made. However, study completed for a recent comparable 44-lot project known as Orchard Hill Farms Section II determined that any average single family detached market value in excess of $410,200 will provide a net positive fiscal impact to the School District. This is considered likely for this area. Further, it is noted that the sectionalization of the
project limits the number of school children that would be expected to enter the school system in any one school year, and only 14 lots are incorporated in Phase I. This is not in balance considered to be a significant harmful impact. The Rye Hill Corridor PGBIS noted that New York State does not allow the towns to impose impact fees.

Other

Temporary localized noise impacts will be experienced during the construction of the site, both for the construction of the infrastructure (road network, stormwater management system) as well as the individual homes themselves. However, these impacts are short term and temporary and therefore not considered to be significantly harmful. It is noted that the impacts associated with the proffered off-site improvements—namely, the sight distance improvements to the Rye Hill/Berry Road intersection, and to a lesser extent the rock removal on Berry Road and related pavement realignment—will involve additional off-site traffic disruptions and possibly short term temporary road closure. Where possible such work will be schedule to minimize disruption, but it must be noted that the overall long-term health, safety and welfare benefits of completing such work far outweigh the collective inconvenience of its construction.

No other impacts are identified.
Earlier this morning I left another message for you — regarding the Town of Monroe matters I've been working on with you over the past few months, and I didn't hear back from you, so I am sending you the within.

I am still waiting to heard back from you on your approval / acceptance on the revised PI5A which I sent you on April 6th, but still haven't received any comments from you.

I also haven't received any word from you regarding what other conditions of the Final Approval for Shea Meadows remain open.

My clients believe the failure of the town to have its staff and/or consultants respond to the my requests in a motion timely manner is evidence of a de facto moratorium.

Also — I should have included in my email below that C H A B Five Realty is the present owner of the Polack Farms Phases I & II. They also want to authorization / permits from the Town to commence construction on the site improvements and file the subdivision plat / map. I've attached a copy of the resolution of final approval and deed conveying title to my client. Please let me know when I can expect to hear from you relative to what conditions of the approval remain open.

As I am sure you understand, my clients are anxious to have the Shea Meadows and Polak Farms maps filed and work commenced / continued before the board formally adopts the moratorium.

G.S Barone
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Fax 291-0021
gbarone@mid-hudsonlaw.com
Please let me know when I can expect to hear from you on the status of finalizing what needs to be put into place to get authorization / permits from the Town to commence construction on the site improvements.

As you can expect, my client is concerned that this project may be covered by the contemplated moratorium.

In addition, this office has been retained by C H A B Five Realty to either get authorization / permits from the Town to commence construction on the site improvements or final approval to file the subdivision plat / map. I’ll send you over a copy of the resolution for conditional approval of that project, so we can review any open conditions.

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Dennis – attached is a redline pdf that compares the last two versions of the PISA. I’ve also attached the signed resolution of approval, and a copy of a letter Jay Myrow wrote in 2014, which outlines how the various conditions were addressed. Hopefully I nailed down all of your requested revisions. Please let me know if there is anything else needed before my client can commence with construction of the Improvements.

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Office & PO Address:
10 Matthews Street,
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845-291-0011
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gbarone@mid-hudsonlaw.com
From: Gardiner Barone  
Sent: Wednesday, March 30, 2016 7:56 AM  
To: dllynch@flmpllc.com  
Subject: FW: Shea Meadows - Town of Monroe

Dennis

Because I haven’t heard from you any further - I am resending the revised PISA that I sent Monday morning, which contains the revisions that you asked for. With all the talk about the Town going into a moratorium, my client I concerned that its project is unfairly being held-up. Please let me know when we can put the PISA in place, so my client can commence construction work.

If you need anything else from me, please let me know.

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From: Gardiner Barone  
Sent: Monday, March 28, 2016 9:44 AM  
To: dllynch@flmpllc.com  
Cc: 'Mark Siemers'  
Subject: Shea Meadows - Town of Monroe

Dennis

Per our discussion this morning – I made the revisions we discussed and highlighted them in RED in the attached. Hopefully I got them all. Please let me know if there is anything else.

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