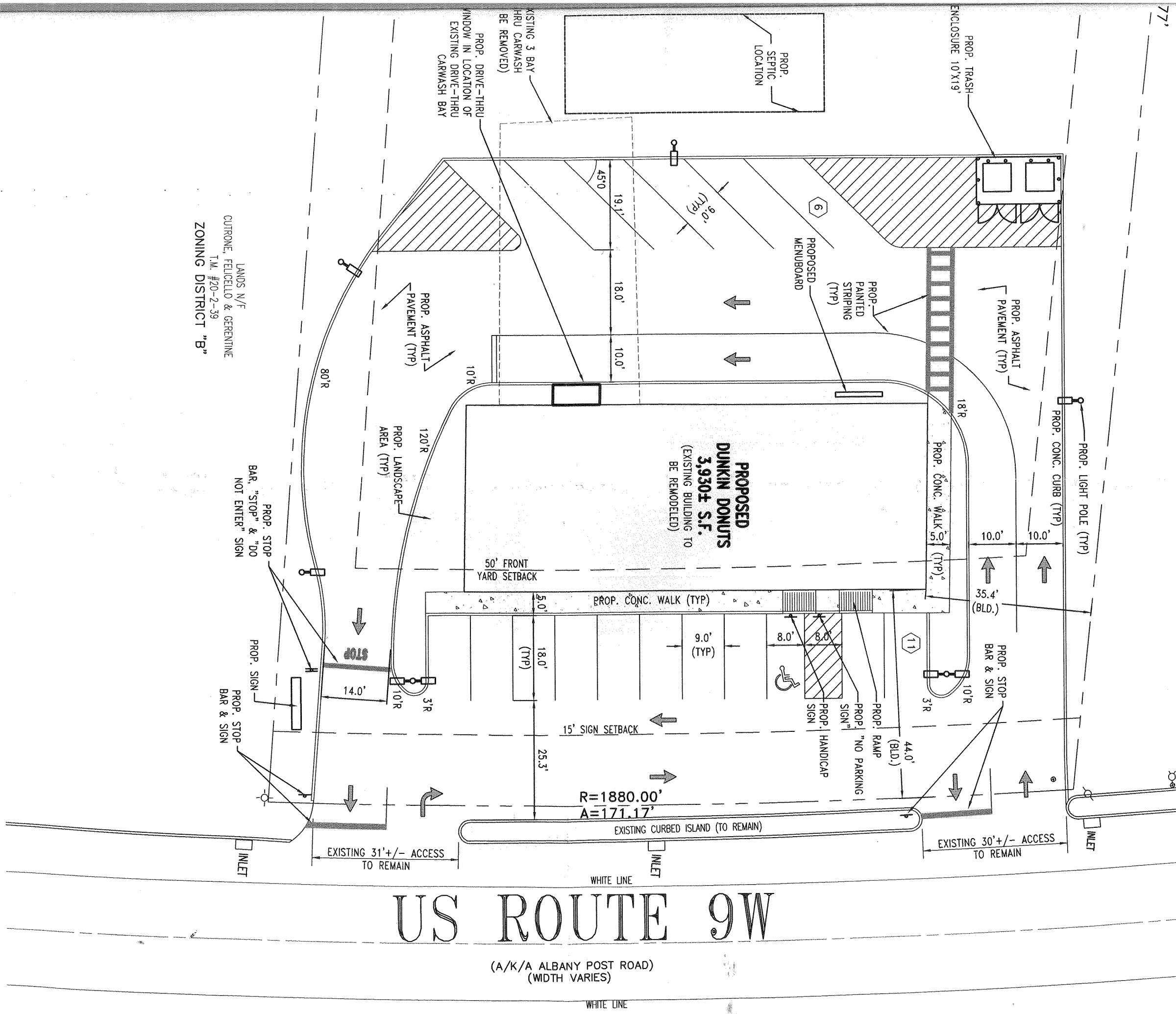


LANDS N/F
FENDARDEN ASSOC.
T.M. #20-2-41.4
ZONING DISTRICT "B"



LANDS N/F
CUTRONE, FELICELLO & GERENTINE
T.M. #20-2-39
ZONING DISTRICT "B"

US ROUTE 9W

(A/K/A ALBANY POST ROAD)
(WIDTH VARIES)

WHITE LINE



**SITE
LOCATION**

SITE AERIAL MAP

SCALE: NTS

ZONING ANALYSIS TABLE

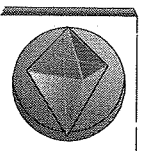
ZONING DISTRICT	B (BUSINESS DISTRICT) RESTAURANT - ALLOWABLE USE SUBJECT TO SITE PLAN REVIEW BY PLANNING BOARD		
ZONE CRITERIA	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	40,000 SF	87,408 SF	UNCHANGED
MINIMUM LOT WIDTH	150'	171.9'	UNCHANGED
MINIMUM LOT DEPTH	150'	483.7'	UNCHANGED
MIN. FRONT STBK.	50'	44.0'	UNCHANGED
MIN. SIDE YARD	15' (30' BOTH)	35.4'	UNCHANGED
MIN. REAR BUILDING STBK.	30'	347.1'	403.7'
LOADING ZONE	1	NA	1
MAX. BUILDING HEIGHT	35'	13'±	23'±
MAX. BUILDING LOT COVERAGE	40%	6.7%	4.5%
MAX. SURFACE LOT COVERAGE	80%	24.3%	21.1%
PARKING REQUIREMENTS (RESTAURANT): 1 SPACE PER 40 SF OF SEATING AREA OR 1 SPACE PER 4 SEATS	488 SF/40 = 12.2 20 SEATS/4 = 5 USE = 13 SPACES	NA	17

SITE STATISTICS

	EXISTING			PROPOSED		
	S.F.	ACRES	% COV.	S.F.	ACRES	% COV.
TOTAL LOT AREA	87,408	2.01	100	87,408	2.01	100
TOTAL BUILDING AREA	5,892	0.14	6.7	3,930	0.09	4.5
TOTAL PAVEMENT / CONC. AREA	15,358	0.35	17.6	15,408	0.36	17.6
TOTAL OPEN / LANDSCAPE AREA	66,158	1.52	75.7	68,070	1.56	77.9

GENERAL NOTES

1. THIS PLAN REFERENCES A CONCEPT PLAN PREPARED BY: EUSTANCE & HOROWITZ
P.O. BOX 42
CIRCLEVILLE, NY 10919
DATED: 3/08/04
- BASED ON A SURVEY PREPARED BY:
DENNIS E. WALDEN P.L.S.
DATED: 3/21/01
2. SPECIFIC RESOURCES, TECHNICAL REPORTS, DESIGN DOCUMENTS, ET. AL. RELATED TO THIS PROJECT INCLUDE (BUT MAY NOT BE LIMITED TO) THE FOLLOWING:
- SURVEY
CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE DOCUMENTS AND FAMILIARIZING HIMSELF WITH SAME FOR APPLICATION BOTH PRIOR TO AND DURING CONSTRUCTION.
3. ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE REFERENCED SURVEYOR'S BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO GROUNDBREAK.
4. APPLICANT FOR THIS PROJECT IS:
AMISH G. PATEL
LAXMI ESTATES II, LLC
5020 ROUTE 9W
SUITE 104-22
NEWBURGH, NY 12550
5. PARCEL DATA: TAX MAP # 20-2-40
6. BULK REQUIREMENTS: SEE ZONING TABLE
7. PARKING REQUIREMENTS: SEE ZONING TABLE
8. ALL HANDICAP PARKING SPACES SHALL BE CONSTRUCTED TO MEET ADA REQUIREMENTS.
9. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
10. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR ANY/ALL CERTIFICATIONS, INSPECTIONS, ETC. REQUIRED BY ALL GOVERNING JURISDICTIONAL AGENCIES DURING AND AFTER CONSTRUCTION FOR SIGN-OFF AND CERTIFICATE OF OCCUPANCY ISSUANCE, INCLUDING BUT NOT LIMITED TO PROCUREMENT OF SERVICES, SCHEDULING OF FIELD OBSERVATIONS AND COORDINATION WITH REPRESENTATIVES OF THE APPROPRIATE PARTIES.
11. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
12. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO BOHLER ENGINEERING, P. C. AT THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY BOHLER ENGINEERING, P. C. IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK WOULD BE INHIBITED BY ANY OTHER SITE FEATURES.
13. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
14. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE AND FEDERAL LAWS AND APPLICABLE CODES.
16. CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
17. CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES AS NECESSARY TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.
18. CONTRACTOR IS RESPONSIBLE FOR REPAIRING THE DAMAGE DONE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECT CABLE, CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. REPAIR SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.
19. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS INDICATED IN SPECIFICATION'S UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.
20. ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS/MEANS FOR COMPLETION OF THE WORK DEPICTED ON THESE PLANS NOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFICATION OF OWNER AND ENGINEER OF RECORD WHEN A CONFLICT IS IDENTIFIED.
21. ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS HE BEEN RETAINED FOR SUCH PURPOSES.
22. ALL CONTRACTORS MUST CARRY STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER ENGINEERING, P.C., AND ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING, P.C. WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS BOHLER ENGINEERING, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
23. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, P.C., NOR THE PRESENCE OF BOHLER ENGINEERING, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. BOHLER ENGINEERING, P.C. AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOBSITE SAFETY. BOHLER ENGINEERING, P.C. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.
24. BOHLER ENGINEERING, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. BOHLER ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT BOHLER ENGINEERING, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER ENGINEERING, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF BOHLER ENGINEERING, P.C. IN WRITING BY THE CONTRACTOR. BOHLER ENGINEERING, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
25. IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, BOHLER ENGINEERING, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
26. THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO REQUIRE ALL INDEPENDENT CONTRACTORS AND CONSULTANTS ALSO TO INCLUDE A SIMILAR MEDIATION PROVISION IN ALL AGREEMENTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, SUPPLIERS AND FABRICATORS, THEREBY PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL THOSE AGREEMENTS.
27. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.



BOHLER ENGINEERING

CIVIL & CONSULTING ENGINEERS
SURVEYORS
PROJECT MANAGERS
ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS

CORPORATE OFFICE:
♦ WARREN, NJ
OFFICES:
♦ SOUTHBOROUGH, MA ♦ CENTER VALLEY, PA
♦ BOWIE, MD ♦ CHALFONT, PA
♦ TOWSON, MD ♦ CHARLOTTE, NC
♦ ALBANY, NY ♦ STERLING, VA
♦ HAUPPAUGE, NY ♦ WARRENTON, VA
♦ PHILADELPHIA, PA

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER ENGINEERING. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES © 2008 BOHLER ENGINEERING.

REVISIONS

REV	DATE	COMMENT	BY
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PRELIMINARY

PROJECT No.: B130188
DRAWN BY: SG
CHECKED BY: CEB
DATE: 04/17/2014
SCALE: AS NOTED
CAD I.D.: B130188SS5

SITE PLAN

FOR
**LAXMI ESTATES
II, LLC**

LOCATION OF SITE
5277 ROUTE 9W
TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

(A/K/A ALBANY POST ROAD)
(WIDTH VARIES)

WHITE LINE

(A/K/A ALBANY POST ROAD)
(WIDTH VARIES)

WHITE LINE

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PRELIMINARY

PROJECT No.: B130188
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PROJECT:

**SITE
PLAN**

—FOR—
**LAXMI ESTATES
II, LLC**

LOCATION OF SITE
 5277 ROUTE 9W
 TOWN OF NEWBURGH
 ORANGE COUNTY, NEW YORK



**BOHLER
ENGINEERING**

5 COMPUTER DRIVE WEST, SUITE 203
 ALBANY, NY 12205
 Phone: (513) 438-9900
 Fax: (518) 438-0900
www.BohlerEngineering.com

W.D. GOEBEL

PROFESSIONAL ENGINEER
 NEW YORK LICENSE No. 071284-1
 VERMONT LICENSE No. 7735
 CONNECTICUT LICENSE No. 21854
 NEW HAMPSHIRE LICENSE No. 10286
 MASSACHUSETTS LICENSE No. 42644
 OHIO LICENSE No. E-688329

SHEET TITLE:

**SITE
PLAN**

SHEET NUMBER:
1
 OF 1

REV 0

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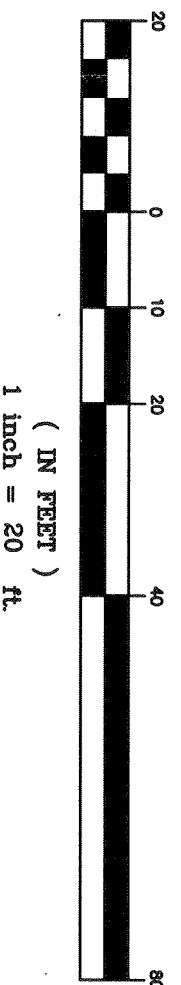
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27. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

GRAPHIC SCALE



**THIS PLAN TO BE UTILIZED FOR SITE
LAYOUT PURPOSES ONLY**

THE EDUCATION LAW OF THE STATE OF NEW YORK PROHIBITS ANY PERSON ALTERING ANYTHING ON THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS, UNLESS IT IS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, WHERE SUCH ALTERATIONS ARE MADE, THE PROFESSIONAL ENGINEER MUST SIGN, SEAL, DATE AND DESCRIBE THE FULL EXTENT OF THE ALTERATION ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS. (NYS EDUCATION LAW SECTION 7209-2)

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