

LAUREN BAGUD  
BED & BREAKFAST  
"HV TREEHOUSE"

## Town of Marlborough Planning Board

### Application

**ALL APPLICATIONS MUST BE SUBMITTED TO THE BUILDING  
DEPT. FOR APPROVAL BEFORE BEING SENT TO THE  
PLANNING BOARD**

*For Office Use Only:*

Signature

DATE SKETCH PLAN APPROVED:	_____	_____
DATE PRELIMINARY PLAN APPROVED:	_____	_____
DATE OF SITE REVIEW:	_____	_____
DATE OF PUBLIC HEARING:	_____	_____
DATE OF CONDITIONAL FINAL:	_____	_____
DATE APPROVED BY U.C. HEALTH DEPT:	_____	_____
DATE APPROVED BY HIGHWAY DEPT:	_____	_____
DATE APPROVED BY TOWN ENGINEER:	_____	_____
DATE OF FINAL APPROVAL:	_____	_____

**TOWN OF MARLBOROUGH PLANNING BOARD**

\_\_\_\_\_  
Applicant's Name

**CHECKLIST FOR MAJOR/MINOR SUBDIVISION, SITE PLAN and/or LOT LINE REVISION**

I. The following items shall be submitted for a COMPLETED Planning Board Application Form.

1. \_\_\_\_\_ Completed Application
2. \_\_\_\_\_ Environmental Assessment Form (*May be obtained from Planning Board*)
3. \_\_\_\_\_ Letter of Agent Statement
4. \_\_\_\_\_ Application Fee (*Separate check from escrow fee*)
5. \_\_\_\_\_ Escrow Fee (*Separate check from application fee*)
6. \_\_\_\_\_ Copy of deed
7. \_\_\_\_\_ Completed checklist (*Automatic rejection of application without checklist*)
8. \_\_\_\_\_ Agricultural Data Statement (*if applicable*)
9. \_\_\_\_\_ Provide twelve (12) copies of all maps, plans, reports and a PDF computer file on CD of all documentation submitted. Plan sets must be correlated packages.

II. The following checklist items shall be incorporated on the Subdivision Plat, Site Plan, or Lot Line Revision prior to consideration of being placed on the Planning Board Agenda. Non-Submittal of the checklist will result in application rejection.

1. \_\_\_\_\_ Name and address of applicant
2. \_\_\_\_\_ Name and address of owner (*if different*)
3. \_\_\_\_\_ Subdivision name and location
4. \_\_\_\_\_ Tax Map Data (*Section-Block-Lot*)
5. \_\_\_\_\_ Location map at a scale of 1" = 2,000
6. \_\_\_\_\_ Zoning table showing what is required in the particular zone and what applicant is proposing.
7. \_\_\_\_\_ Show zoning boundary if any portion of proposed subdivision or

site is within or adjacent to a different zone

8. \_\_\_\_\_ Date of plat preparation and/or plat revisions

9. \_\_\_\_\_ Scale the plat is drawn to (Max 1" = 100')

10. \_\_\_\_\_ North Arrow

11. \_\_\_\_\_ Surveyor's Certification

12. \_\_\_\_\_ Surveyor's seal and signature

13. \_\_\_\_\_ Name, SBL and acreage of adjoining owners

14. \_\_\_\_\_ NYSDEC Wetland and 100 foot buffer zone with an appropriate certification block regarding DEC requirements.

15. \_\_\_\_\_ Flood plain boundaries

16. \_\_\_\_\_ Federal Wetland Boundary

17. \_\_\_\_\_ Metes and bounds of all lots

18. \_\_\_\_\_ Name and width of adjacent streets, include dedication parcels. The road boundary is to be a minimum of 25 feet from the centerline of the paved street.

19. \_\_\_\_\_ Show existing or proposed easements (*note restrictions*)

20. \_\_\_\_\_ Right of way width and Rights of Access and utility placement.

21. \_\_\_\_\_ Road profile and typical section including existing proposed grades, vertical curve data, utilities, drainage and other improvements.

22. \_\_\_\_\_ Lot area acreage. For lots under 2 acres, list in square feet & acres.

23. \_\_\_\_\_ Number of lots including residual lot.

24. \_\_\_\_\_ Show any existing waterways, wetlands, ponds, lakes, streams, drainage courses within 200 feet of parcel boundaries.

25. \_\_\_\_\_ A note stating a road maintenance agreement is to be filed in the County Clerk's Office for private roads.

26. \_\_\_\_\_ Applicable note pertaining to owners review and concurrence.

27. \_\_\_\_\_ Show any public improvements, i.e. drainage systems, water lines, sewer lines, etc.

28. \_\_\_\_\_ Show all existing houses, accessory structures, wells and septic

systems on and within 200 feet of the parcel to be subdivided.

29. \_\_\_\_\_ 2 Foot Contours

30. \_\_\_\_\_ Indicate any reference to a previous subdivision, i.e., filed map number, data and previous lot number.

31. \_\_\_\_\_ If a private road, Town Board approval of name required, and notes on the plan that no Town services will be provided and a street sign (*per Town specs*) is to be furnished and installed.

32. \_\_\_\_\_ The amount of grading expected or known to be required to bring the site to readiness.

33. \_\_\_\_\_ Estimated or known cubic yards of material to be excavated.

34. \_\_\_\_\_ Estimated or known cubic yards of fill required.

35. \_\_\_\_\_ The amount of grading expected or known to be required to bring the site to readiness.

36. \_\_\_\_\_ Type and amount of site preparation which falls within the 100 foot buffer strip of wetlands and within the Critical Environmental Area. Please explain in square feet or cubic yards.

37. \_\_\_\_\_ Amount of site preparation within a 100-year flood plain or any water course on the site. Please explain in square feet or cubic yards.

38. \_\_\_\_\_ Planning Board approval block 4" x 2"

39. \_\_\_\_\_ Special district boundaries, agricultural, school, fire, water, sewer, etc.

40. \_\_\_\_\_ Sight distance of all intersections and driveways.

41. \_\_\_\_\_ Ridgeline and steep slope notation.

42. \_\_\_\_\_ Agricultural setbacks.

43. \_\_\_\_\_ After final approval is given by the Planning Board, the Building dept. needs to be contacted for further guidance.

The plat for the proposed subdivision, site plan, or lot line revision has been prepared in accordance with this checklist.

By: \_\_\_\_\_  
Licensed Professional

Stamp

Date

## Legal Notices for Public Hearing

Public Hearings will be held only on the first (1<sup>st</sup>) Monday of the Month.

### ***Procedure for Notice:***

1. Planning Board will schedule Public Hearing during a regularly scheduled meeting, after approval for such is granted.
2. Applicant is to obtain surrounding property owner names and addresses from Assessor's Office.
3. Applicant is to send Public Notice Letter, obtained from Planning Board Office, via Certified Mail with Return Receipt to property owners no less than 10 days prior to Public Hearing.
4. Planning Board Office will send notification to the town's official newspaper.
5. All Certified Mail with Return Receipt receipts and a copy of the Assessor's listing of names and addresses must be submitted at Public Hearing.

*Any questions regarding procedures may be answered at 845-795-5243.*

## Ethics Code

*\*UNSTAMPED*

### TOWN OF MARLBOROUGH NOTICE OF DISCLOSURE OF INTEREST

In accordance with the Town of Marlborough Code of Ethics, Article 13-3 (E) and Public Officers Law § 209, the following disclosure notice ("notice") must be completed and signed by any individual, including any officer or employee of the Town of Marlborough, who has an application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, special use permit, site plan, subdivision, exemption from a plat or official map, license or permit, pursuant to the provisions of the zoning and planning regulations of the Town of Marlborough before any Town of Marlborough Board, Agency or Department ("decision-making authority"), in which a Town officer or employee has an interest in the subject of the application. The purpose of the disclosure notice is to identify and disclose any potential or actual conflict of interest for the Town employee or officer, which may compromise his/her ability to make decisions solely in the public interest. Please refer to the Town of Marlborough Code of Ethics for further information.

Under the Town of Marlborough Code of Ethics an interest is defined as: a participation, connection or involvement of any sort whether direct or indirect, pecuniary or non-pecuniary, personal or professional, which may result in a benefit. For the purposes of the Town of Marlborough Code of Ethics, the "interests" of a Town officer or employee shall be deemed to include the "interest" of:

- A. An immediate family member. Immediate family member is defined as: grand parents, parents, spouse, significant other, children, grand children, brother, sister, dependent, or any household member of a Town officer, Town Board member or employee.
- B. Any person other than a bank, trust company or other lending institution with whom he/she has a substantial debtor-creditor or other financial relationship.
- C. Any person by whom he/she is employed or of which he/she is an officer, director or member having a controlling interest in any business or enterprise in which the Town employee or officer holds stock or has any other profit-bearing or beneficial relationship.
- D. An officer or employee shall also be deemed to have an interest in a matter if he/she or any person described in A through C above is a party to an agreement, expressed or implied, with any applicant before any Board of the Town, whereby he/she may receive any payment or other benefit whether or not for services rendered, dependent or contingent upon the favorable approval of any such application, petition or request by any Town body.

This notice must be completed and included with the application, petition or request to the appropriate Town of Marlborough Board, Agency or Department.

I, LAUREN BAGLIO, residing at 80 GDBBLERS KNOB  
MARLBOROUGH, NY, 12542, make the following statements about interests in the real property which is the subject of this application, petition or request for a BED AND  
BREAKFAST, before the PLANNING BOARD  
of The Town of Marlborough.

**PART I:** Except as otherwise set forth in Part II below:

**A. Individuals with an interest in the property.**

1. No individual, having an ownership interest in or has an interest in a contract to purchase the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person having an ownership interest in or has an interest in a contract to purchase the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**B. Corporations or other entities with an interest in the property.**

1. No officer, director, partner, or employee of any corporation, partnership, company, trust, association, or other legal entity, which has an ownership interest in or has an interest in a contract to purchase the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No officer, director, partner, or employee of any corporation, partnership, company, trust, association, or other legal entity which has an ownership interest in or has an interest in a contract to purchase the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**C. Stockholder or controlling interest**

1. No person who has a legal or beneficial ownership or control stock of a corporate applicant or is a member of a partnership or association with the applicant for the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person who has a legal or beneficial ownership or control stock of a corporate applicant or is a member of a partnership or association with the applicant for the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**D. Party to an agreement with the applicant**

1. No person is a party to an agreement with an applicant, express or implied, or may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application; petition or request for the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person is a party to an agreement with an applicant, express or implied, or may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request for the subject property is a immediate family member of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**PART II:** If any of the statements under A through D above is not true, please explain and set forth the name and the relationship to the applicant and subject property of any Town employee or officer involved:

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**PART III:** This completed notice is to be submitted to the Board, Agency or Department that is authorized to review and render a decision on the application, petition or request. Further, the submittal must be made prior to any review of the application, petition or request. This notice shall be made part of that decision-making authority's official record, disclosing the exact nature of the conflict in detail. If there is an actual or potential conflict, the Town officer or employee shall abstain from voting or otherwise acting on the application, petition or request so as to avoid an actual conflict.

**ANY QUESTIONS REGARDING THIS DISCLOSURE NOTICE OR THE CODE OF ETHICS ARE TO BE DIRECTED TO THE TOWN SUPERVISOR AT (845) 795-2220.**

**PLEASE TAKE NOTICE.....A KNOWINGLY FALSE STATEMENT IS PUNISHABLE UNDER N.Y. GEN. MUN. LAW § 809 AS A MISDEMEANOR.**

Signed: Lauren Baglio

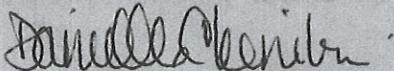
Date: 1/26/2017

**ACKNOWLEDGMENT**

State of New York

County of:

On July 26, 2017, before me personally appeared Lauren Baglio, 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 this 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.



DANIELLE CHERUBINI

Notary Public, State of New York

Qualified in Ulster County

No. 01CH6284534

Commission Expires June 17, 2021

Notary

Notary

## Planning Board Fees

*(All Applications Subject To Escrow Fees)*

### Application Fees:

Residential Subdivision – Single Family or Town House	\$500.00, plus \$150.00 per Lot or Unit
Residential Site Plan – Multi Family Apartments or Condos	\$500.00, plus \$100.00 Per Unit
Commercial Subdivision	\$500.00, plus \$150.00 per Lot or Unit
Commercial Site Plan	\$550.00, plus \$10.00 per 1,000 sf of Building
All Other Site Plan Reviews	\$550.00
Lot Line Revision	\$300.00
Recreation Fees (Residential Subdivisions & Site Plans – Excludes parent parcel)	\$1,500.00 per Lot or Unit
Recreation Fees Adult Multiple Dwelling Affordable Housing (50 and over)	\$500.00 per Unit

Escrow Deposit: *(To be replenished to 75% of original escrow when level drops to 25% remaining in account.)*

Residential Subdivision -- Single Family or Town House	\$500.00, plus \$150.00 per Lot or Unit
Residential Site Plan – Multi Family Apartments or Condos	\$500.00, plus \$100.00 per Unit
Commercial Subdivision	\$400.00 per Lot (up to 4 lots,) then \$200.00 per Lot Thereafter
Commercial Site Plan	\$750.00 Minimum
All Other Site Plans	\$750.00 Minimum
Lot Line Revision	\$300.00 Minimum

### Engineer Inspection Fees (All Town Road Installation Inspections)

Improvements as approved by Town Engineer	5% of the estimated cost to construct
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Town of Marlborough  
Planning Board Application

**Application For:** (Check One)

**Subdivision** \_\_\_\_\_

**Site Plan**

**Lot Line Revision**

Application Number:

**17-1019**

Date of Submission: ~~TUES~~ WED., JULY 26<sup>TH</sup> 2017

Name of Project: **HUDSON VALLEY TREE HOUSE**

Location of Project: **80 GOBBLERS KNOB, MARLBOROUGH, NY, 12542**  
**(TAX bill)**

Tax Section Block and Lot: **108.3 - 2 - 64.**

Zoning District: **R A G-1**

Number of Acres: **2.3**

Sq. Footage of Building:

Description of Project (include number of lots/units & bedrooms): **APPLYING ~~FOR~~ FOR  
ZONING FOR BED AND BREAKFAST**

Name of Property Owner: **LAUREN BAGLIO**

Address of Property Owner: **80 GOBBLERS KNOB, MARLBOROUGH, NY, 12542**

Telephone Number of Property Owner: **6414-675-2368**

Name of Applicant: **LAUREN BAGLIO**

Address of Applicant: **80 GOBBLERS KNOB, MARLBOROUGH, NY, 12542**

Telephone Number of Applicant: **6414-675-2368**

Name of Surveyor:

Address of Surveyor:

Telephone Number of Surveyor:

Name of Engineer: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

Telephone Number of Engineer \_\_\_\_\_

Name of Attorney: \_\_\_\_\_

Address of Attorney: \_\_\_\_\_

Telephone Number of Attorney: \_\_\_\_\_

Reason For Application: 1 FAMILY HOME FOR USE OF BED  
& BREAKFAST

Description of Proposal: BED & BREAKFAST

## Disclaimer

The applicant is advised that the Town of Marlborough Town Code, which contains the Town's Zoning Regulations, is subject to amendment. Submission of an application to the Planning Board does not grant the applicant any right to continued review under the code's current standards and requirements. It is possible that the applicant will be required to meet changed standards or new code requirements made while the application is pending.

An approval by the Planning Board does not constitute permission, nor grant any right to connect to or use municipal services such as sewer or water. It is the applicant's responsibility to apply for and obtain Town of Marlborough and other agency approvals not within this Board's authority to grant.

**AFTER FINAL APPROVAL IS GIVEN BY THE PLANNING BOARD, THE BUILDING DEPT. MUST BE CONTACTED FOR FURTHER GUIDANCE.**

The Town of Marlborough Town Board sets forth the schedule of fees for applications to the Planning Board. The signing of this application indicates your acknowledgment of responsibility for payment of these fees to the Planning Board for review of this application including, but not limited to, fees for professional services (Planners/Consultants, Engineers, Attorneys,) public hearings and site inspections. Applicant's submissions and re-submissions that are not complete will not be considered by the Planning Board or placed upon its agenda unless all outstanding fees have been paid.

The undersigned applies for subdivision, site plan, or lot line approval as described above under the rules and procedures of the Town of Marlborough, New York as duly authorized by the Town Board of Marlborough, New York.

The undersigned also acknowledges receipt of the "Disclaimer" above.

Applicant's Name(Print): LAUREN BAGLIO

Applicant's Signature: Lauren Baglio

Date: 2/25/17

***\*\*Application will not be accepted if not signed and filled out completely\*\****

Letter of Agent

I (We), \_\_\_\_\_ am (are) the owner(s) of a parcel  
of land located on \_\_\_\_\_ in the Town of Marlborough,  
Tax Map Designation: Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_.

I (We) hereby authorize \_\_\_\_\_ to act as my (our) agent to represent my (our) interest in applying to the Town of Marlborough Planning Board for a \_\_\_\_\_ Lot Subdivision, Site Plan, or Lot Line Revision Application. (circle one)

Signature

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Date

Signature

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Date

State Of New York}

County Of \_\_\_\_\_ }

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_, 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, 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

## ***Short Environmental Assessment Form***

### ***Part 1 - Project Information***

#### **Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>		
Name of Action or Project: <b>HUDSON VALLEY TREE HOUSE</b>		
Project Location (describe, and attach a location map): <b>80 GOBBLERS KNOB, MARLBORO, NY, 12542</b>		
Brief Description of Proposed Action:		
Name of Applicant or Sponsor: <b>LAUREN BAGLIO</b>		Telephone: <b>646-675-2348</b> E-Mail: <b>HVTREEHOUSE@GMAIL.COM</b>
Address: <b>80 GOBBLERS KNOB</b>		State: <b>NY</b> Zip Code: <b>12542</b>
City/PO: <b>MARLBORO</b>		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: <b>ASKING PERMISSION TO RUN HOME AS A BED &amp; BREAKFAST</b>		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
3.a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		acres acres acres
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>Lauren BAGUIO</u> Date: <u>JULY 25, 2017</u> Signature: <u>Lauren BAGUIO</u>		

Lauren Baglio  
80 Gobblers Knob  
Marlboro, NY, 12542

July 25, 2017

### Application for Bed & Breakfast

Thank you so much for taking the time to go over all of these documents in consideration for zoning my home as a bed and breakfast. I am super excited about the opportunity and look forward to discussing the possibility further at the meeting on August 7th, 2017.

All paper work can be enlarged or zoomed into on the computer if needed. If there is anything missing in this prepared packet, please feel free to call me on my cell 646-675-2368; Or email me at [HVTreehouse@gmail.com](mailto:HVTreehouse@gmail.com)

Contents: A USB with all information has been submitted (in lieu of a CD), as well as a copy of all documents attached in an email has been sent to  
[MarlboroughPlanning@MarlboroughNY.US](mailto:MarlboroughPlanning@MarlboroughNY.US)

#### CONTENTS:

Application: Town Of Marlborough Planning Board Packet (13 pages)

Document 1 - Checks for Application Fee and Escrow Fee

Document 2 - Copy of Deed

Document 3 - Location Map

Document 4 - Zoning

Document 5- First Floor Plan, Second Floor Plan, and Basement Floor Plan (highlighted where guest use is)

Document 6- Images of Windows Measurements showing they meet regulation

Document 7- Fire escape plan for all rooms (which will be hung in each room and explained to each guest), complete with demonstration images.

Document 8 - Images and Measurement of our drive way for parking accommodations.

Document 9 - House Rules and Google Maps Overview of Gobblers Knob

#1

LAUREN BAGLIO  
80 GOBBLERS KNOB  
MARLBORO, NY 12542-5922

3889  
DATE JULY 25, 2017 1-2/210

PAY TO THE ORDER OF THE TOWN OF MARLBOROUGH \$580.<sup>00</sup>  
five hundred - eighty dollars <sup>00</sup>/<sub>100</sub> DOLLARS 1 Security Features  
Included.  
Details on Back.

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
APPLICATION FEE  
MEMO

10210000210 1386967001#3889

LAUREN BAGLIO  
80 GOBBLERS KNOB  
MARLBORO, NY 12542-5922

3890  
DATE JULY 25, 2017 1-2/210

PAY TO THE ORDER OF THE TOWN OF MARLBOROUGH \$750.<sup>00</sup>  
seven hundred - fifty dollars <sup>00</sup>/<sub>100</sub> DOLLARS 1 Security Features  
Included.  
Details on Back.

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
MEMO ESCROW FEE

10210000210 1386967001#3890

THIS AGREEMENT, made the 21 day of August, in the year 2014

BETWEEN **Marilyn Louise Mahan**  
18 Gobblers Knob, Marlboro, NY 12542

hereinafter described as the seller, and

Todd Decker and Lauren Baglio  
433 Lorimer Street Apartment #7, Brooklyn, NY 11206

hereinafter described as the purchasers,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

*Bounded and described as follows:*

Beginning at a point in a stone wall, said point being on the southerly line of Kusmierz (formerly L'Episcopo) and the corner of a partially improved right-of-way owned by Charles Alonge and the northwest corner of the herein described parcel; thence along the southerly line of Kusmierz South  $88^{\circ} 52' 40''$  East 256.31 feet; thence along the westerly side of a right-of-way owned by Kevin Casey through the following three courses: (1) S  $16^{\circ} 08' 40''$  West 154.11'; (2) S  $30^{\circ} 25' 00''$  West 278'; and (3) S  $44^{\circ} 28' 30''$  West 223.92 feet to a corner in said right-of-way with a right-of-way owned by Charles Alonge; thence N  $8^{\circ} 39' 50''$  East 558.94' along the right-of-way owned by Charles Alonge to the point or place of beginning. Contains 2.11+/- acres.

*Being the same premises conveyed in a certain deed from Wallace H. Mahan Jr. and Marilyn Louise Mahan dated 5/12/89 to Wallace H. Mahan, III and recorded in the office of the Ulster County Clerk on 8/30/89 in Liber 1947 at page 114.*

*Being the same premises conveyed in a certain deed from Wallace H. Mahan Jr, as Administrator of the Estate of Wallace H. Mahan III to Marilyn Louise Mahan dated Oct. 22, 1993 and recorded at the Ulster County Clerk's Office in Liber 2362 at page 79.*

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof.
2. The selling price is \$279,000  
Less \$2,700 to purchaser at closing for prepaids and closing costs.

Less \$ 500 deduction made in lieu of seller providing a Property Condition Disclosure Statement

For a total of \$275,800 Dollars, payable as follows:

\_\_\_\_\_. \$27,900.00 Dollars on the signing of this contract, by check subject to collection to be deposited into the Escrow Account of the Seller's Attorney, Frances Ferro, 80 Old Indian Road, Milton, NY 12547.

The downpayment shall be paid by Escrowee to Seller at closing

\$247,900.00 at Closing in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided:

3. Said premises are sold and are to be conveyed subject to:
  - a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.
4. All notes or notices of violations of law or municipal ordinances orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be delivered free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

5. The following are to be on the basis of the fiscal year for which assessed; Taxes: If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

6. The deed shall be the usual Bargain and Sale with covenant against grantors acts deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

7. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 3 1 of the Tax Law and a certified check to the order of the appropriate country officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to be the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.

8. The seller shall give and the purchaser shall accept a title such as a Member of the Title Insurance Rate Service Association, Inc., will be willing to approve and insure.

9. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

10. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property including plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.

11. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable forms and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if requested, is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

12. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

13. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund any payment being made this contact shall be considered canceled.

14. The deed shall be delivered upon the receipt of said payments at the office for Purchaser's financing agent  
at lender's atty. at 10:00 o'clock on October 1\*, in the year 2014  
\*on or about

15. The parties agree that Berkshire Hathway Home Services 892 Main Street Fishkill, NY 12524 is the broker who brought about this sale and the seller agrees to pay 3% of the purchase price or \$8,370.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Marilyn Louise Mahan Marilyn Louise Mahan - seller

## IN PRESENCE OF

State of New York, County of Ulster } ss.:  
On the 22 day of Aug in the year before me, 2014  
the undersigned, personally appeared Marilyn Louise Mahan  
, 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

Attorney for Seller  
Francis E Ferro  
80 Old Indian Road  
Milton, NY 12547 845-795-5533

FRANCIS E. FERK,  
NOTARY PUBLIC  
STATE OF NEW YORK  
#4630262  
QUALIFIED IN WILKES COUNTY  
BY COMMISSION NO. 2023-7431 2017

Todd Decker - purchaser

Lauren Baglio - purchaser

IN PRESENCE OF

State of New York, County of Dutchess } ss.  
On the 20 day of Aug in the year before me,  
the undersigned, personally appeared Todd Becker & Lauren Baglio  
, 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.

**JAY S. CANTOR**  
NOTARY PUBLIC, State of New York  
No. 4788851  
Qualified In Dutchess County  
Commission Expires March 30, 2015

Attorney for Purchaser  
Jay Cantor  
62 East Main Street  
Wappingers Falls, New York 12590  
845-297-7777

Closing of title under the within contract is hereby adjourned to 3 o'clock at night; title to be closed and all adjustments to be made as of 9/19/14 Date.

PREMISES

Section	108.3
Block	2
Lot	64
Town	Marlborough
County	Ulster
Street No. Address	80 Gobblers Knob



### SRAJ704: BED AND BREAKFAST DWELLINGS

**SRAJ704.1 Scope.** Owner-occupied one-family dwellings converted for use as bed and breakfast dwellings as defined in Section RAJ202 shall comply with this section.

**SRAJ704.2 Occupancy.** A residence converted to a bed and breakfast dwelling shall have no more than five sleeping rooms for accommodating up to 10 transient lodgers.

**SRAJ704.3 Special conditions.** A one-family dwelling is permitted to be converted for use as a bed and breakfast dwelling under the following conditions:

1. No sleeping rooms for transient use shall be located above the second story.
2. A fire-safety notice shall be affixed to the occupied side of the entrance door of each bedroom for transient use indicating:
  - a. Means of egress;
  - b. Location of means for transmitting fire alarms, if any; and
  - c. Evacuation procedures to be followed in the event of a fire or smoke condition or upon activation of a fire or smoke-detecting or other alarm device.

**SRAJ704.4 Means of egress.** Means of egress shall include at least one of the following alternatives:

1. A limited area sprinkler system installed in conformance with NFPA 13D protecting all interior stairs serving as a means of egress;
2. An exterior stair conforming to the requirements of R311.7 of this code, providing a second means of egress from all above grade stories or levels; or
3. An opening for emergency use conforming to the requirements of Section R310 of this code within each bedroom for transient use, such opening to have a sill not more than 14 feet above level grade directly below and, as permanent equipment, a portable escape ladder that attaches securely to such sill. Such ladder shall be constructed with rigid rungs designed to stand off from the building wall, shall be capable of sustaining a minimum load of 1,000 pounds, and shall extend to and provide unobstructed egress to open space at grade.

\* R310 : EMERGENCY ESCAPE AND RESCUE OPENINGS

- WINDOW WITH NET CLEAR OPENING OF NOT LESS THAN 5.7 SQUARE FEET.
- SILL HEIGHT NOT MORE THAN 44" ABOVE THE FLOOR

OR

- EMERGENCY ESCAPE AND RESCUE DOOR WITH MIN. SIZE

PLEASE SEE DOCUMENTS  
#7  
in  
#6  
#7

## ZONING

155 Attachment 2

**SCHEDULE I**  
**LOT, YARD AND HEIGHT REGULATIONS**

**Town of Marlborough**  
**Chapter 155, Zoning**

[Amended 3-8-1999 by L.L. No. 1-1999; 11-25-2002 by L.L. No. 8-2002;  
 5-27-2003 by L.L. No. 2-2003]

Regulations	District						
	R	R-1	R-Ag-1	C-1	C-2	HD	I
Minimum lot area		1 acre <sup>1</sup>	1 acre <sup>1</sup>			2 acres	5 acres
Without public water or sewer (square feet)	20,000			15,000	20,000		
With public water or sewer (square feet)	15,000			10,000			
With public water and sewer (square feet)	10,000			5,000			
Minimum yards							
Front yard (feet)	10	35	50	5	35	75	75
Rear yard (feet)	20	50	75	20	30	75	75
Side yard (feet)							
One	10	35	35	0	35	25	25
Both	25	70	80	0	70	50	50
Minimum lot width (feet)	75	150	150	50	100	200	200
Minimum lot depth (feet)	100	200	200	100	100	200	200
Maximum building coverage (percent)	30%	20%	20%	75%	40%	40%	30%
Maximum height							
Stories	2½	2½	2½	2½	2½	2½	2½
Height (feet)	35	35	35	35	35	35	35

## NOTES:

1 Minimum lot sizes in R-1 and R-Ag-1 are subject to percolation tests required under § 155-42, but in no event are less than one (1) acre.

2

Minimum setbacks are subject to Section 155-52 in RAG-1, R-1 and HD zones that are next to agricultural land in efforts to preserve and protect agricultural practices. These setbacks will supersede minimum setbacks

**ALTERATION** — A change or rearrangement of the structural components of a building or structure resulting in a change in the exterior dimensions of said building or structure.

**AUTOMOBILE SERVICE STATION** — A building or place of business where gasoline, oil and greases, batteries, tires and automobile accessories are supplied and affixed directly to the motor vehicle and where minor repair service is rendered.

**AUTOMOTIVE OR MECHANICAL EQUIPMENT SALES AREA** — An open area for the display, sale or rental of motorized or mechanical equipment, including new or used motor vehicles, trucks and farm equipment or mobile homes in operable condition.

**BED AND BREAKFAST** — A home occupation allowing overnight accommodations in residential structures which takes place only in owner-occupied structures. The use is limited to 50% of the structure. Meals may be served to guests of the business. Use is subject to site plan review by the Planning Board. [Amended 3-8-1999 by L.L. No. 1-1999]

**BILLBOARD** — A sign which directs attention to a business, commodity, service or entertainment conducted, offered or sold elsewhere than on the premises where the sign is located.

**BOARDINGHOUSE** — A building, other than a hotel, with a resident owner or manager, where lodging and meals for five or more persons are provided in return for compensation. Such manager shall also be specifically authorized to undertake such repairs or maintenance as may be ordered by the Building Inspector. Such manager shall also be specifically authorized by the building owner to receive legal summonses pertaining to the building. This definition includes tourist homes.

**BUILDING** — A structure having a roof supported by columns or walls, used or intended to be used for the shelter or enclosure of persons, animals or property.

- A. **BUILDING HEIGHT** — The vertical distance measured from the mean level of the ground surrounding the building to a point midway between the highest and lowest point of the roof, but not including chimneys, spires, towers, tanks and similar projections.
- B. **BUILDING, PRINCIPAL** — A structure in which is conducted the principal use of the site on which it is situated. In any residential district, any dwelling shall be deemed to be a "principal building" on the lot on which the same is located.
- C. **BUILDING, RECYCLABLE AGRICULTURAL** — A structure, such as a barn, packinghouse or cooler, used previously for an accessory agricultural purpose, which purpose is no longer economically viable. Such building may be recycled, i.e., converted to a permitted, accessory or special permit use in the zoning district of its location subject to its meeting standards set forth elsewhere in this chapter. To be classified as "recyclable," such building shall have a minimum floor area of 2,500 square feet; have served its prior use for a minimum of 10 years; be certified for appropriateness for its proposed use by the Building Inspector; and receive site plan and environmental review approval from the Planning Board.

**CAMPSITE** — Any parcel of land, with or without accommodations for temporary living purposes, but containing two or more paved or unpaved areas to be used for the parking of

- (a) Accessory farm buildings.
- (b) Garages and parking and loading areas.
- (c) Farm labor housing, in accordance with New York State Department of Health Standards.
- (d) Roadside stands for the sale of agricultural products produced primarily on the premises.
- (e) Signs.
- (f) Other accessory uses and structures customarily appurtenant to a principal permitted use.

(4) Special uses shall be:

- (a) Neighborhood stores.
- (b) Light industrial activities or businesses of a kindred nature engaged in the manufacturing, processing, packaging or warehousing of agricultural and related products, when conducted without public hazard or nuisance.
- (c) Mining and excavation.
- (d) (Reserved)<sup>8</sup>
- (e) Community buildings, lodges and fraternal organizations.
- (f) Recreation and amusement uses, including golf courses, swim clubs and other outdoor commercial recreation.
- (g) Recyclable agricultural buildings.
- (h) Home occupations.
- (i) (Reserved)<sup>9</sup>
- (j) Helipads.
- (k) Nursery schools, preschool and similar activities.
- (l) Kennels. **[Added 3-25-1996 by L.L. No. 1-1996]**
- (m) Residential cluster development. **[Added 11-25-2002 by L.L. No. 8-2002]**
- (n) Bed-and-breakfast. **[Added 11-25-2002 by L.L. No. 8-2002]**
- (o) Resort hotel. **[Added 11-25-2002 by L.L. No. 8-2002]**

D. C-1 Commercial District.

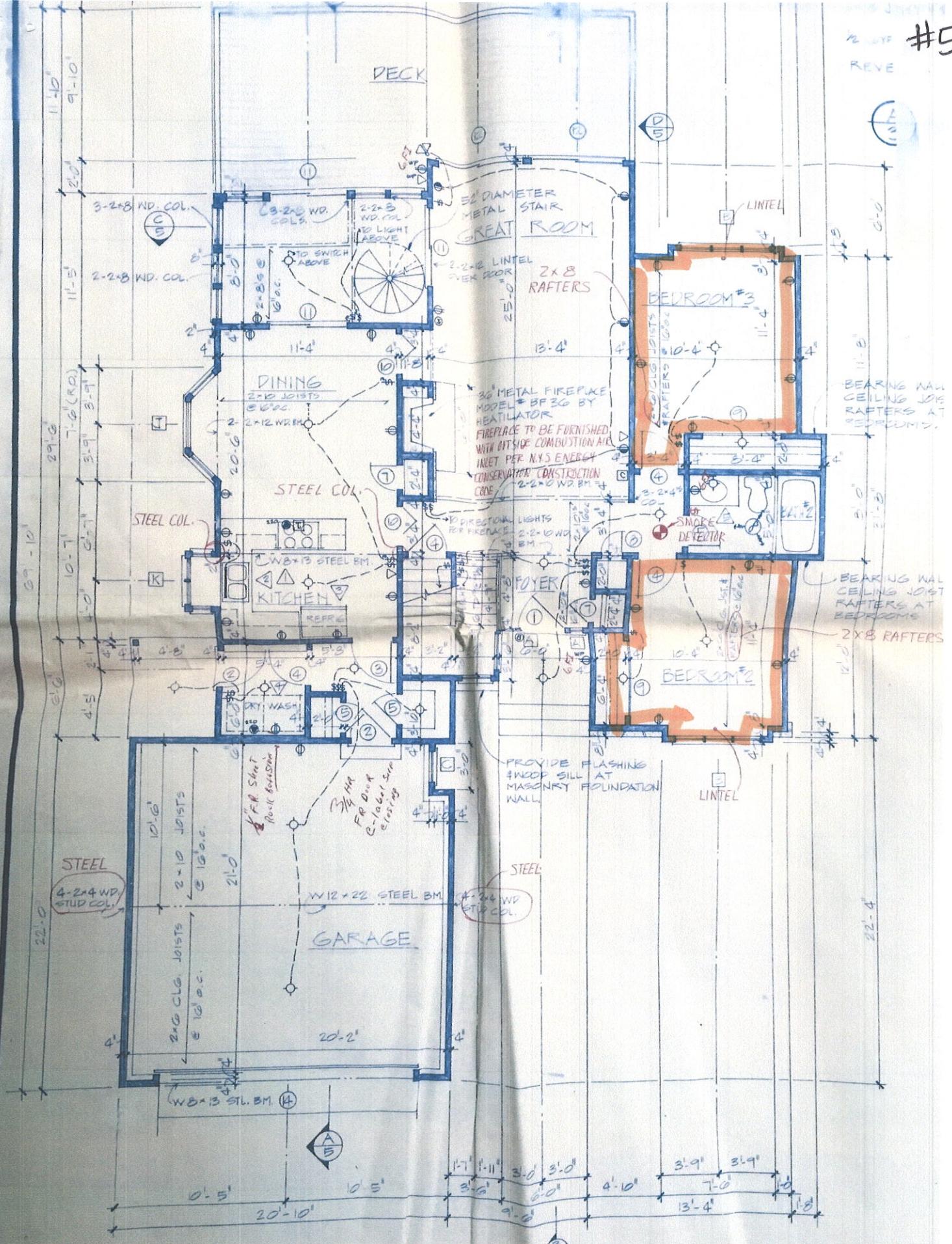
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8. **Editor's Note: Former Subsection C(4)(d), High-density poultry raising, was repealed 3-8-1999 by L.L. No. 1-1999.**

9. **Editor's Note: Former Subsection C(4)(i), Boardinghouses, was repealed 11-25-2002 by L.L. No. 8-2002.**

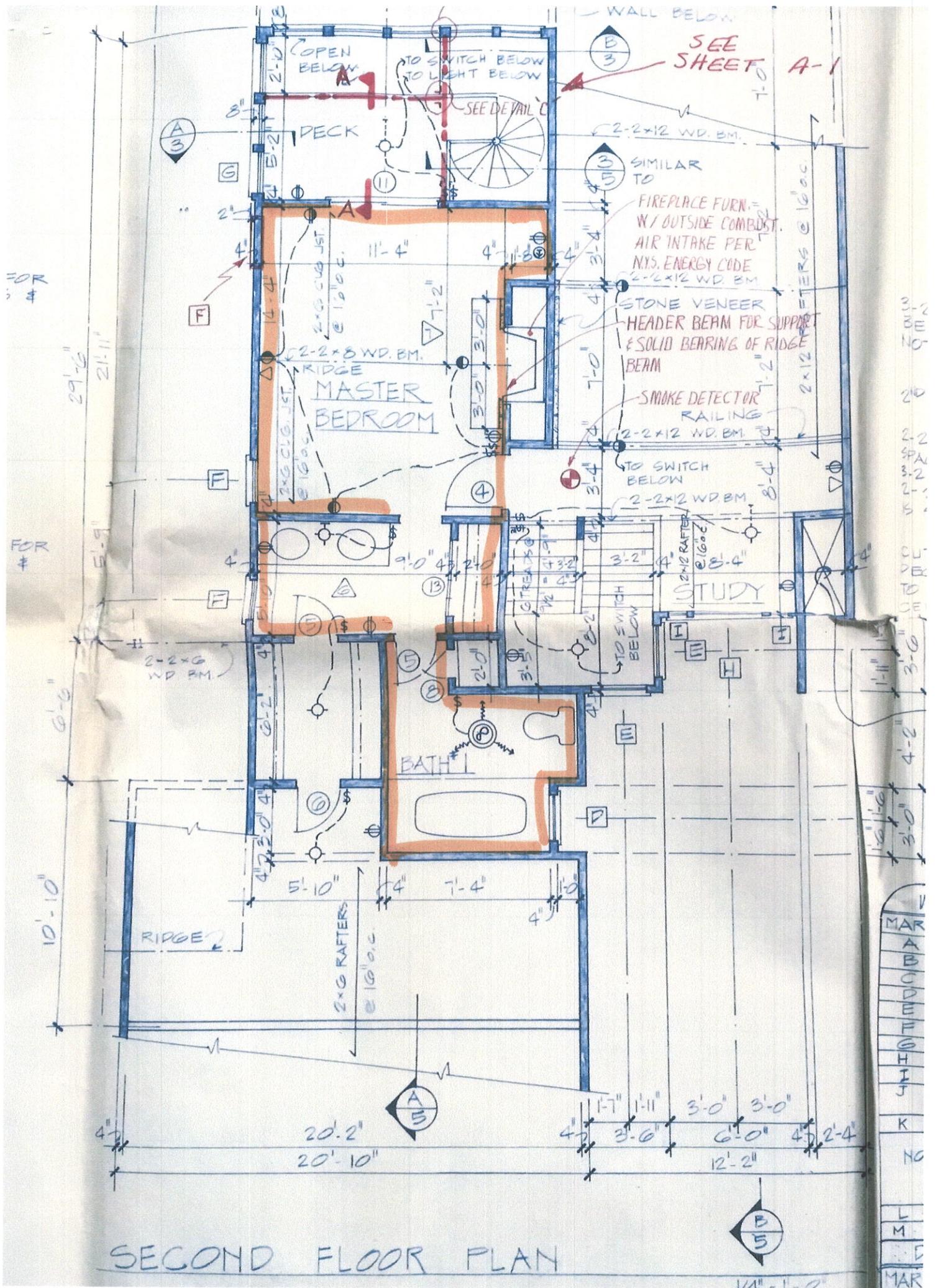
#5

REVIEW



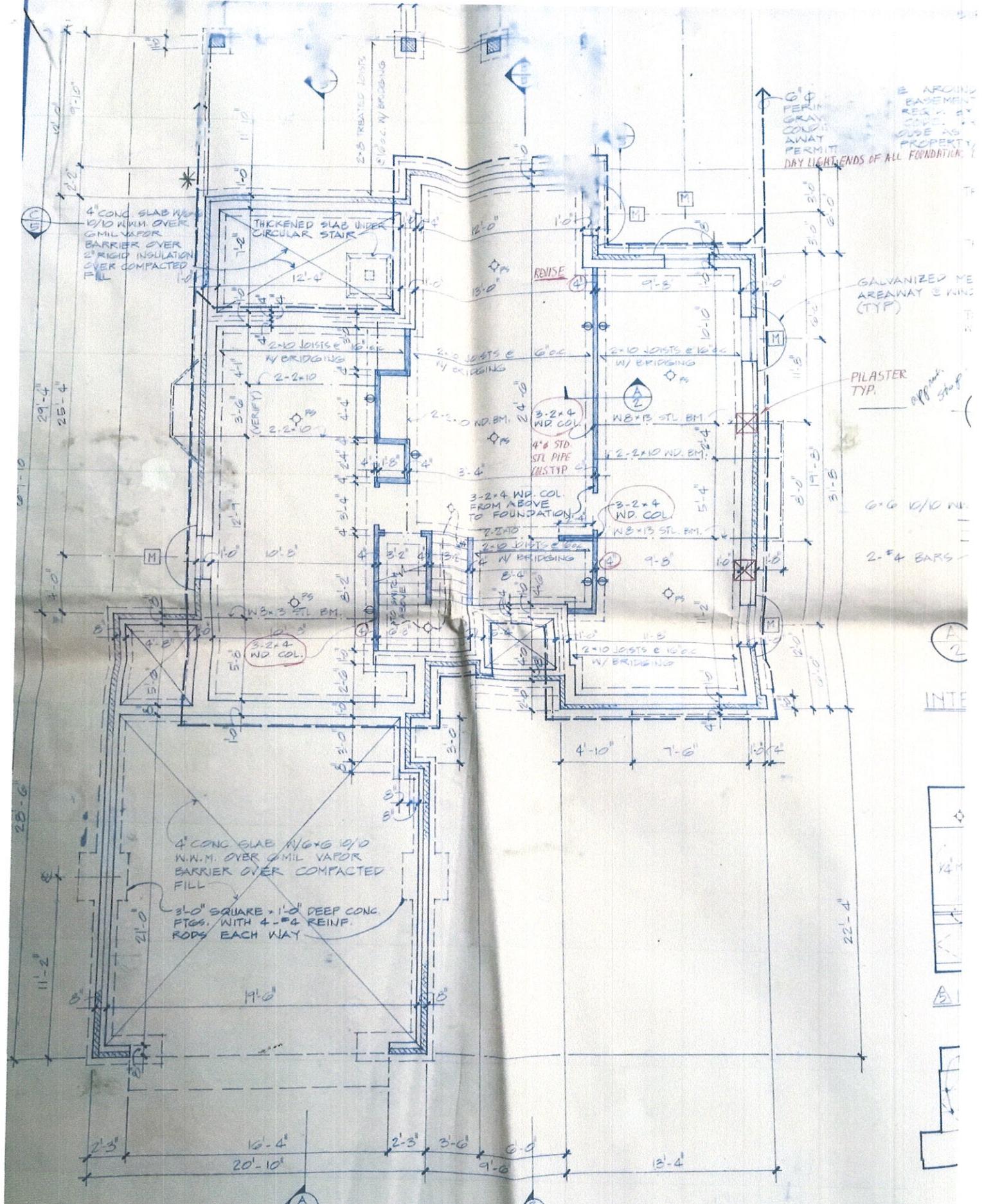
## FIRST FLOOR PLAN

$$1/4^3 = 1 - 0^3$$



## SECOND FLOOR PLAN

$$1/A^0 = 1 - \theta^0$$



## BASEMENT PLAN

$$1/4^n = 1 - \sigma^n$$

#6

ROOM 1 & 1A Windows Measure at 24" from ground  
ROOM 2 Windows Measure at 36" from Ground

RM 1

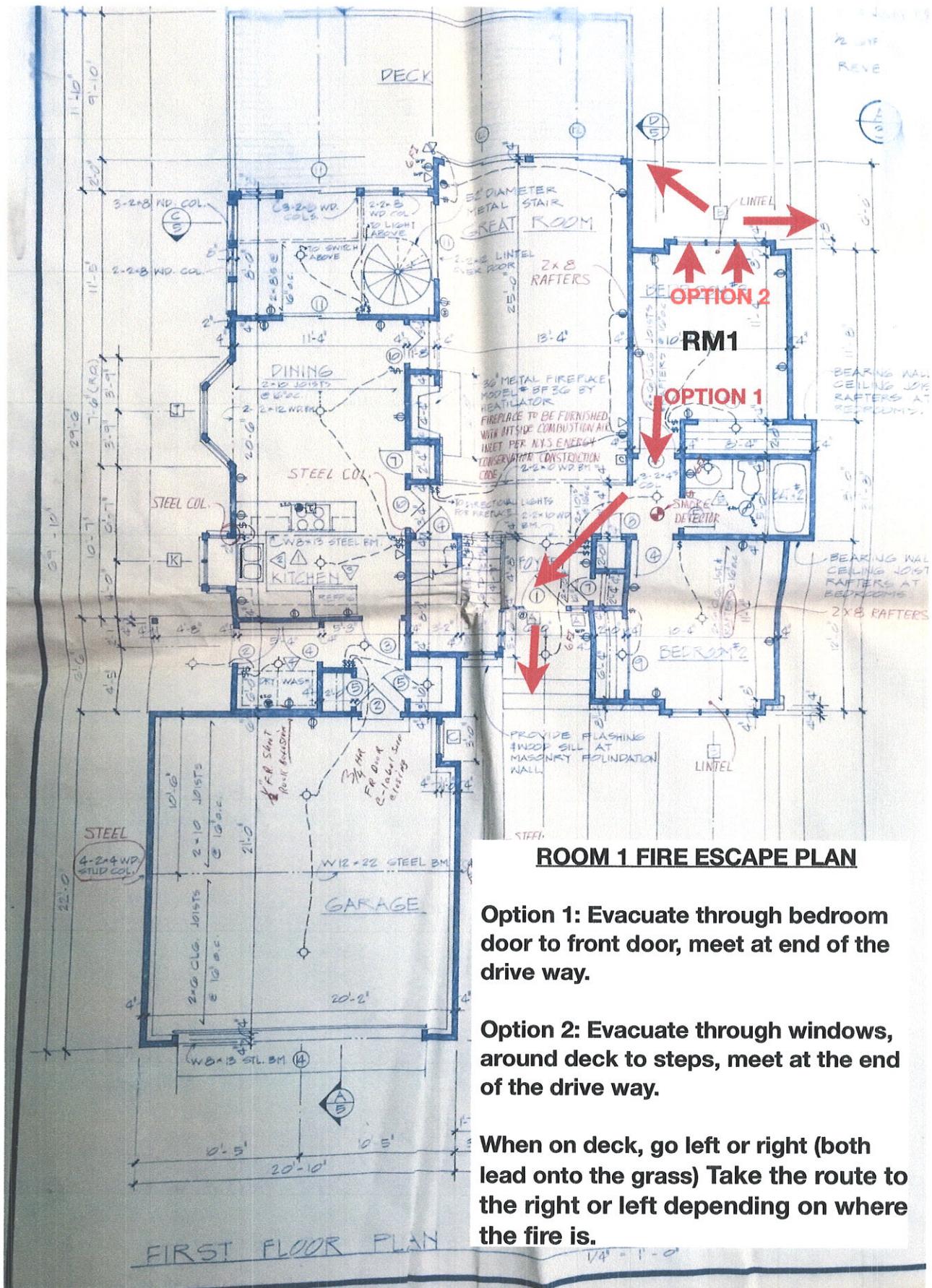


RM 1A

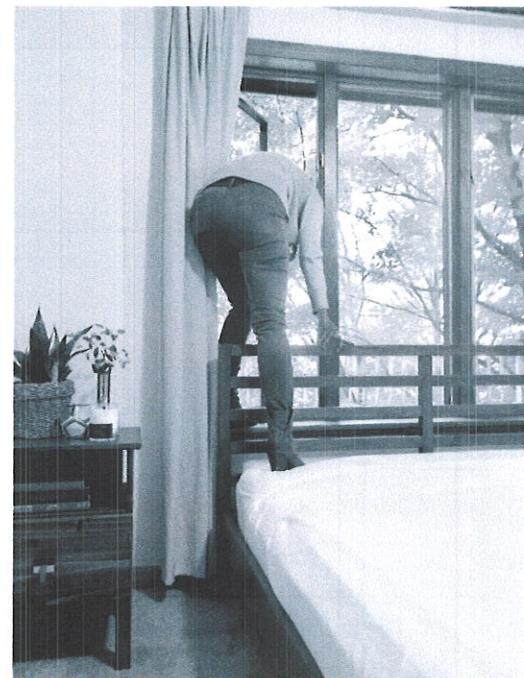
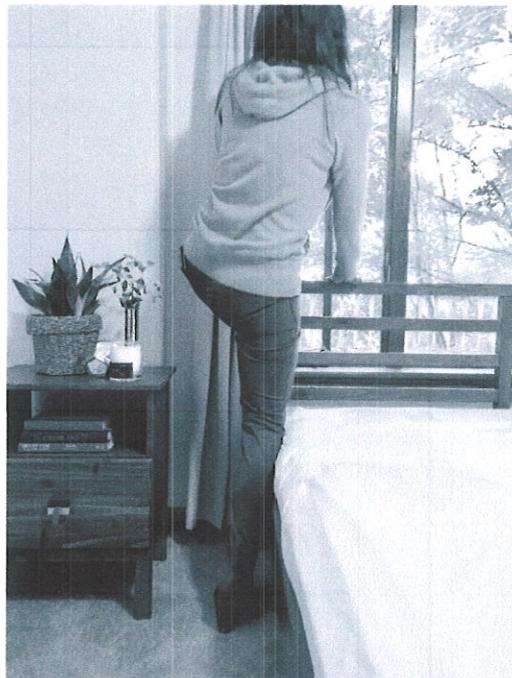


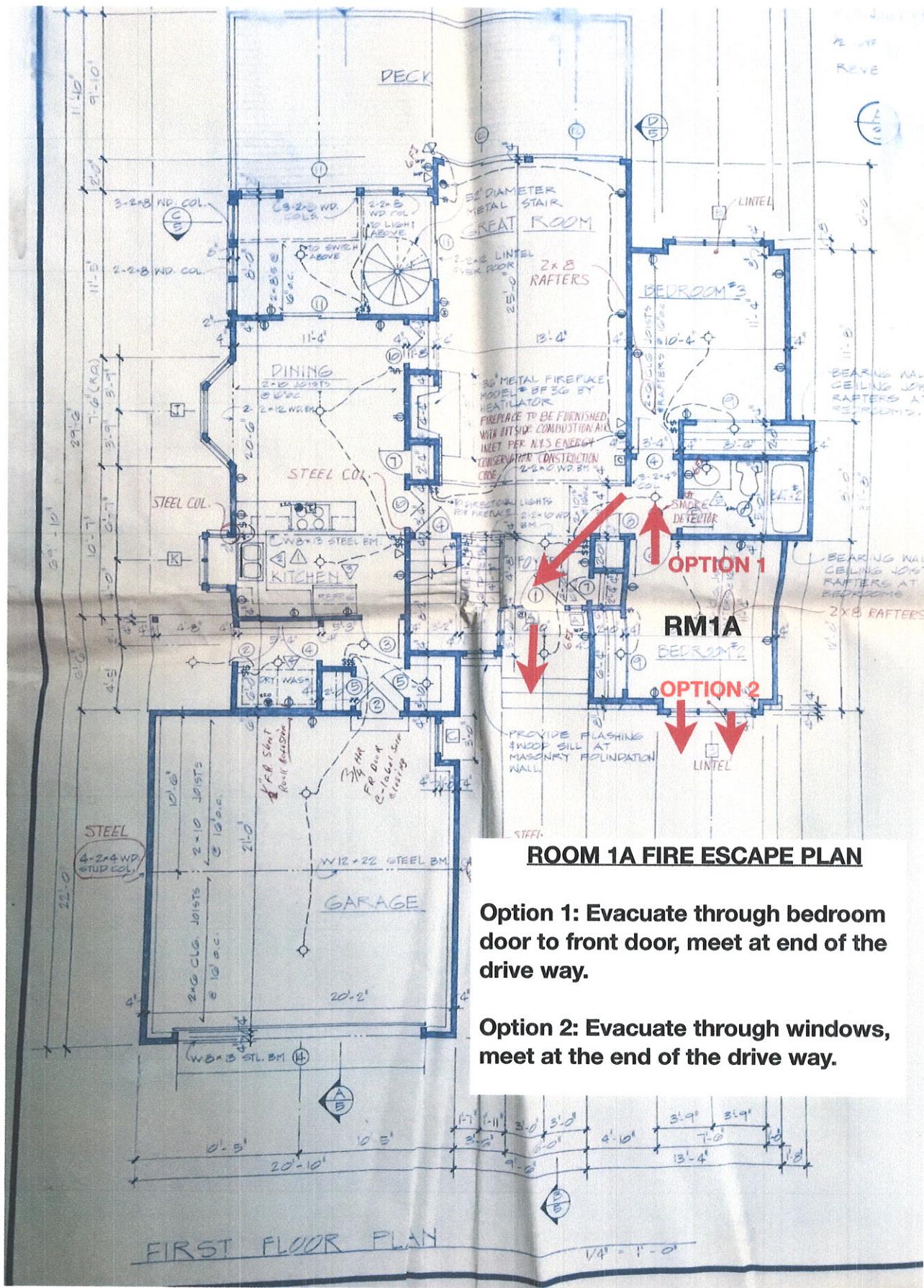
RM 2



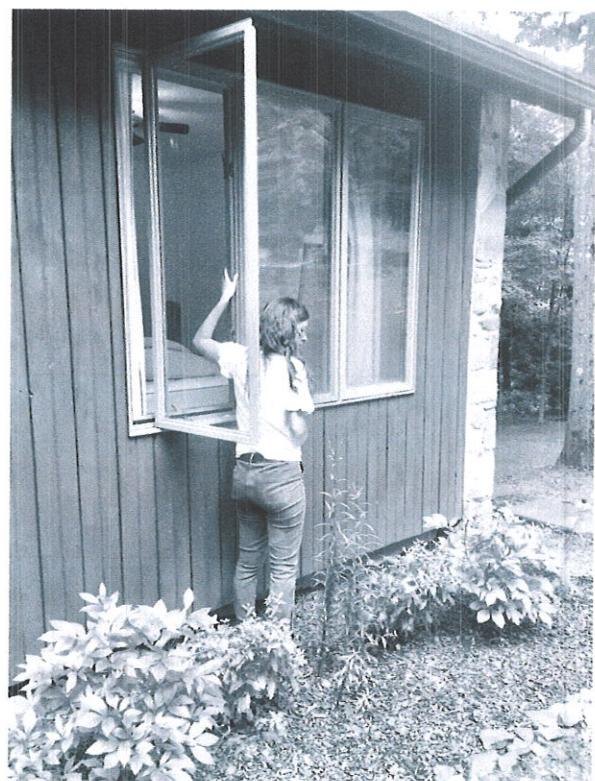
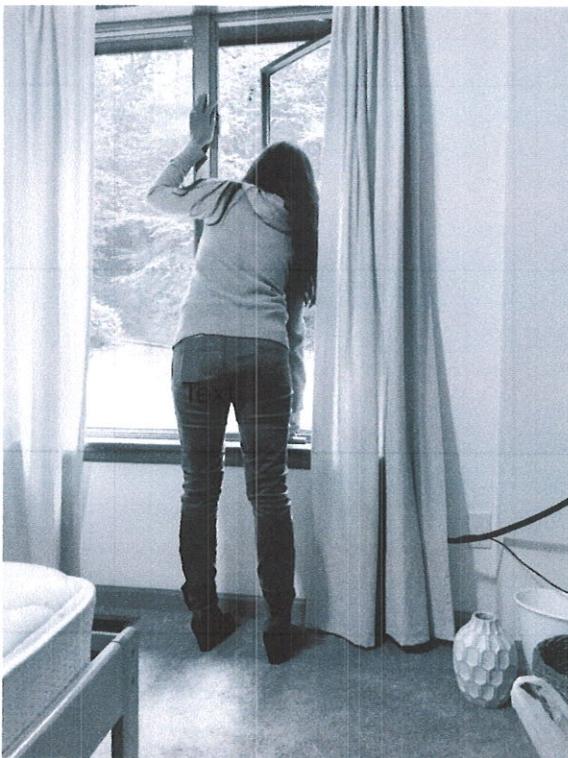


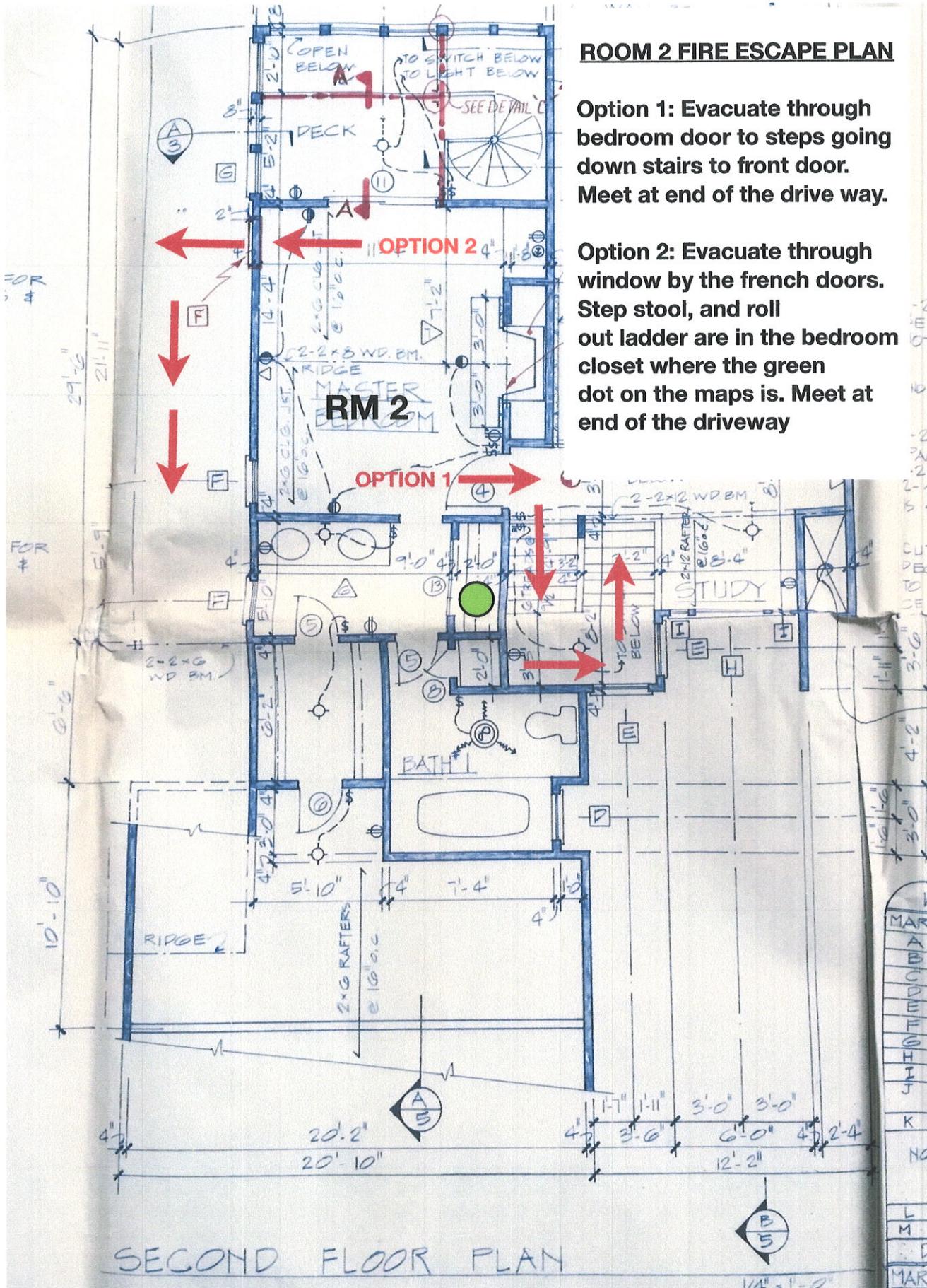
## Fire Escape Demo RM 1

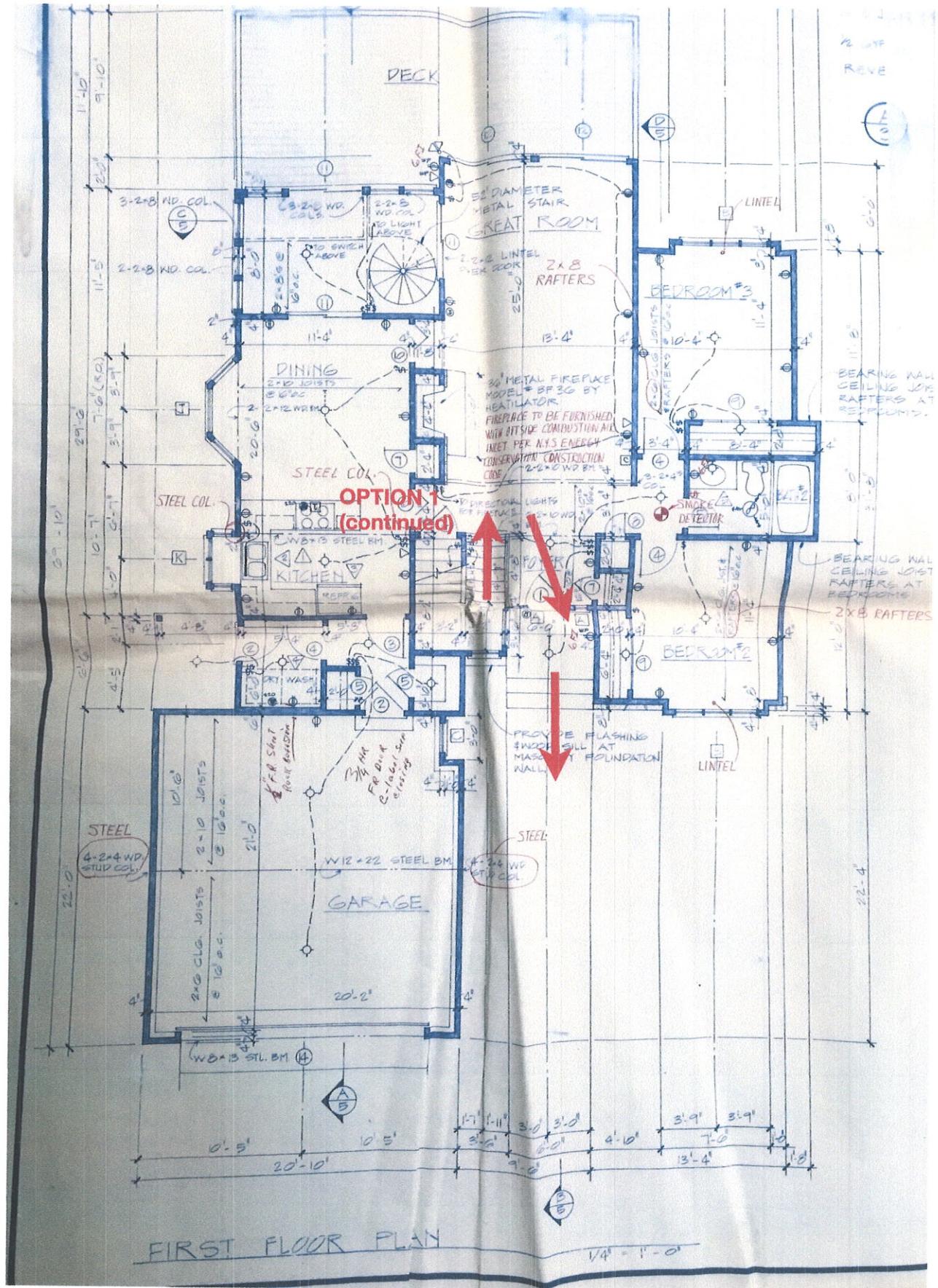




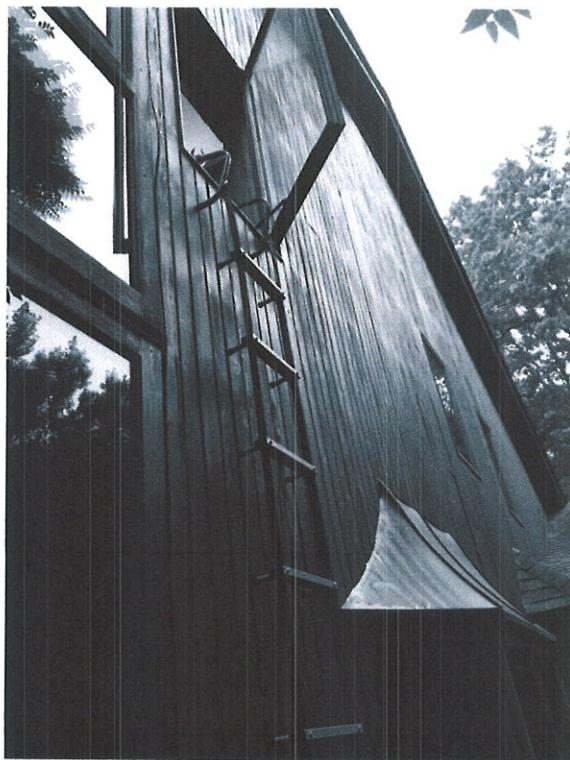
## Fire Escape Demo RM 1A







## Fire Escape Demo RM 2



**PARKING :** Our Drive way can easily fit 5+ cars (1,050 sq ft not including the entire driveway just the lot at the bottom)



## House Rules

1. No parties, events or additional "day guests"
2. No children or infants.
3. If an attempt is made to bring in any additional, undisclosed guests, Airbnb will be notified and the booking will be cancelled.
4. Not suitable for pets.
5. As our home is on a private road, please be respectful of our neighbors and adhere to the 10 mph rule while driving.
6. As this is a private road, guests must stay on property.
7. No smoking indoors. If you smoke, please take it outside and make sure to leave no butts behind.
8. No shoes in the house.
9. If you're outside or staying up late, please be respectful of the neighbors.
10. Quiet hours after 10pm.
11. Towels cannot leave the premises. If you plan an excursion, please bring your own towel for your activity.
12. Kitchen access is limited to the refrigerator and microwave.

This document is a Google maps overview of our road, just to give you an overall idea of the HV Tree House property. It is set back away from the road and is very secluded. It really is a little oasis. The whole house is surrounded by trees, so when you're inside our home and look out the windows it feels like you're in a tree house! It has really caught on, our family and friends refer to our home as "The Treehouse" so naturally that's the name we choose to run with!

