

COMBINED APPLICATION FOR A SPECIAL USE PERMIT & A
REGULATORY (DIMENSIONAL) VARIANCE

CITY OF NEWPORT, RI
ZONING BOARD OF REVIEW



DATE: 9/28/20
~~11/27/17~~

Board members:

The undersigned hereby petitions the Zoning Board of Review for a special use permit a variance in the application of the provisions or regulations of the Zoning Ordinance affecting the following described premises in the manner and on the grounds hereinafter set forth.

Location of premises

Street & No: Texas Court

Tax Assessor's Plat 26 Lot 32

Petitioner Information

Applicant Luke G. Murray Address 9 Chapel St Newport
Cynthia J. Murray

Owner same Address _____

Lessee _____ Address _____

Property Characteristics

Dimensions of lot-frontage 39.92 depth 59.95 N area 2454 sq. ft.
67.25 S

Zoning District in which premises is located R-10

How long have you owned above premises? 15.5 years (2002-Aug)

Are there buildings on the premises at present? Yes

Total square footage of the footprint of existing buildings 960 sq ft

Total square footage of the footprint of proposed buildings 1114

Present use of premises Garage

All of the following information and questions must be filled in and answered completely.

Proposed use of premises

Single Family Dwelling

Give extent of proposed alterations

The existing building has structural issues and needs to be demolished. A new single family dwelling will be constructed on the site.

Zoning Characteristics Matrix

	Existing	Required/Allowed	Proposed
Lot Size (sq. ft.)	2454	10,000	2454
Lot Coverage	39	20%	45
Dwelling Units	0	1	1
Parking (# of spaces)	2	2	2
Front Setback	15.5	15'	15.5
Side Setbacks	2.5N 12.55	10'	2.5N - 12.55
Rear Setback	3.6	20'	3.6
Height	26	30'	26

What provisions of the Comprehensive Land Use Plan are the applicable to this project?

Land use 3-1 3-2 Medium Density Residential Area

A single Family home will be more in keeping with the surrounding neighborhood.

What special conditions and circumstances exist which are peculiar to the land, structure or building involved, which are not applicable to other lands, structures or buildings in the same district?

The lot size is fairly small (.05) but is similar to neighboring lots. The structure due to problems in its original construction needs to be demolished. A single family dwelling is the best use of the property.

Explain how the literal interpretation of the provisions of this zoning code deprive the applicant of rights commonly enjoyed by other property owners in the same district under the provisions of this zoning code?


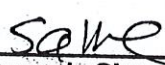
Due to the lot size a literal enforcement of the lot coverage + set back requirements would deprive the owner of all beneficial use of the property.

Explain why this is the minimum variance that will make possible the reasonable use of the land, building or structure.

The designed structure is as small a house as could be practical and useable.

- d. That the hardship is not the result of any prior action of the applicant and does not result primarily from the desire of the applicant to realize greater financial gain.
- e. That the hardship that will be suffered by the owner of the subject property if the dimensional variance is not granted shall amount to more than a mere inconvenience. The fact that a use may be more profitable or that a structure may be more valuable after the relief is granted shall not be grounds for relief;

By signing below, I hereby attest that the information provided is accurate and truthful. I also attest that I have read the section entitled "The Zoning Board's Role".

 _____ Applicant's Signature	 _____ Owner's Signature
(401) 855-4844 _____ Telephone Number	() Same _____ Telephone Number
Email address <u>luke1879@gmail.com</u>	

Be sure all required drawings are attached to this application at the time of the submittal.

characteristics of the surrounding area; and is not due to a physical or economic disability of the applicant; and

- d. That the hardship is not the result of any prior action of the applicant and does not result primarily from the desire of the applicant to realize greater financial gain.
- e. That the hardship that will be suffered by the owner of the subject property if the dimensional variance is not granted shall amount to more than a mere inconvenience. The fact that a use may be more profitable or that a structure may be more valuable after the relief is granted shall not be grounds for relief;

By signing below, I hereby attest that the information provided is accurate and truthful. I also attest that I have read the section entitled "The Zoning Board's Role".

Applicant's Signature

(401) 855-4844

Telephone Number

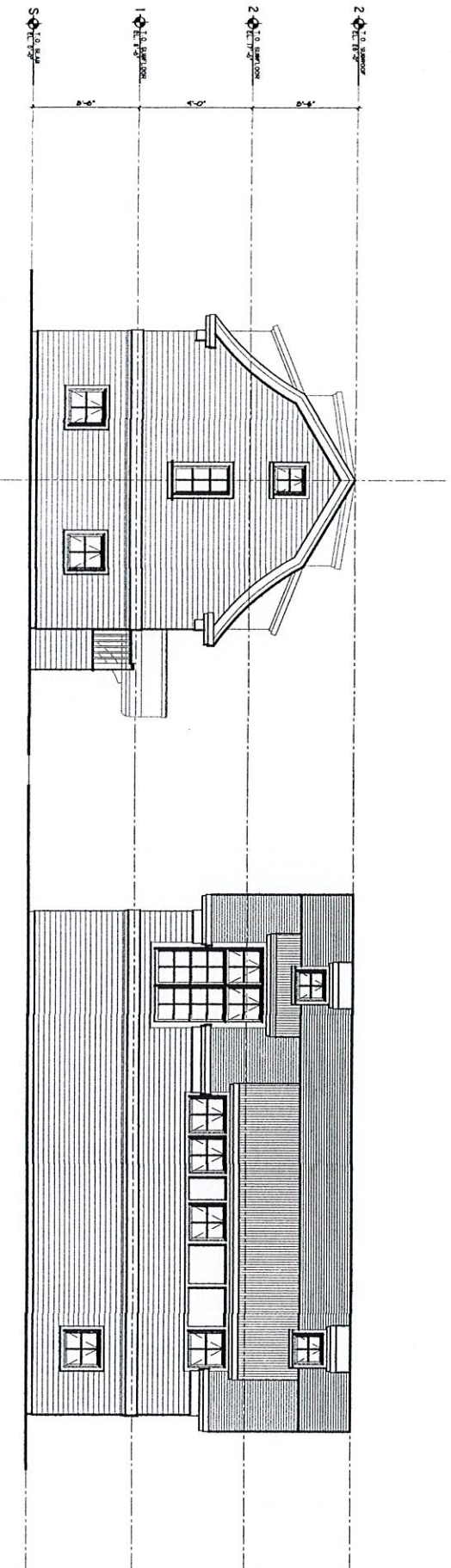
Owner's Signature

(401) 855.4844

Telephone Number

Email address luke1879@gmail.com

Be sure all required drawings are attached to this application at the time of the submittal.



Rear Elevation (West)

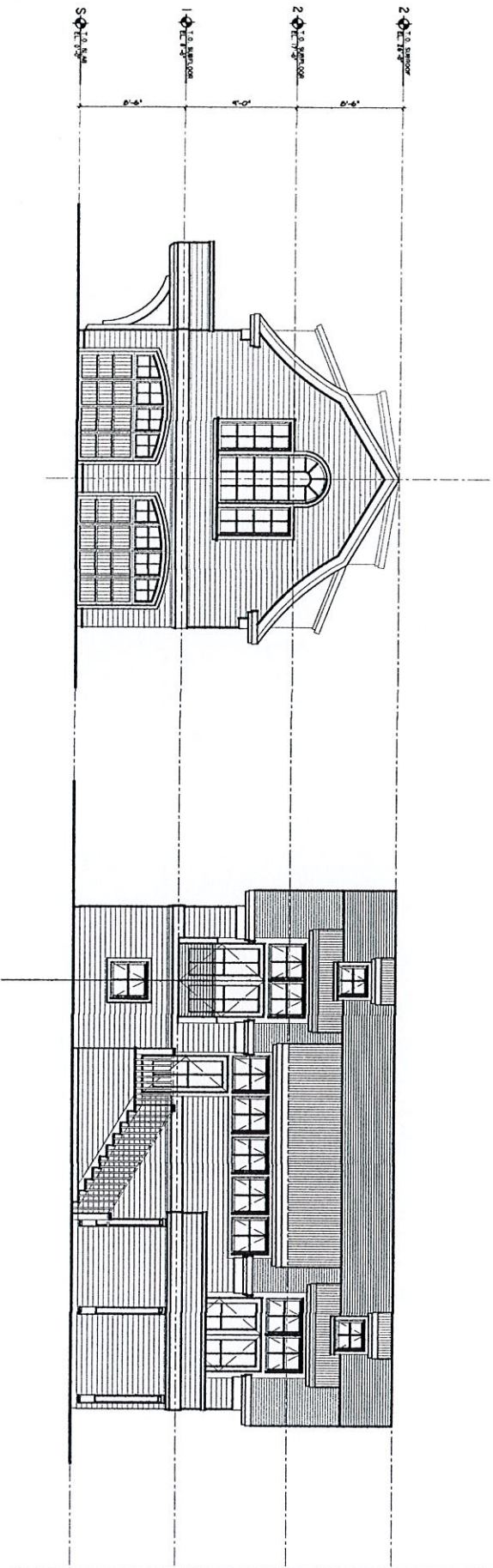
Side Elevation (North)

TEMS COURT
Newport, Rhode Island

Burgin Lambert Architects
Newport, Rhode Island
11.24.17

Scale = $\frac{1}{8}$ " = 1'-0"

Proposed Elevations
SCALE: $\frac{1}{8}$ " = 1'-0"



Front Elevation (East) --Tens Court

Side Elevation (South)

TENS COURT
Newport, Rhode Island

Burgin Lambert Architects
 Newport, Rhode Island
 11.24.17

Scale = $\frac{1}{8}" = 1'-0"$
 Proposed Elevations
 SCALE: $\frac{1}{8}" = 1'-0"$

EASEMENT AGREEMENT

This Easement Agreement is made as of the 11th day of July, 2018, by and between LUKE C. MURRAY and CYNTHIA J. MURRAY, presently of 9 Chapel Street, Newport, Rhode Island ("Grantor") and 15 OLD BEACH ROAD PROFESSIONAL BUILDING CONDOMINIUM ASSOCIATION; JOSEPH M. HALL and JANE M. HALL as owners of Unit No. 4, with a mailing address of c/o Hall Associates, 15 Old Beach Road, Newport, RI 02840; NPD, LLC as the owner of Unit No. 1, with a mailing address of 15 Old Beach Road, Suite 1, Newport, RI 02840; JSH PROPERTIES, LLC as the owner of Unit #2, with a mailing address of 15 Old Beach Road, Suite 2, Newport, RI 02840; MATTHEW FORSTER as the owner of Unit No. 3, with a mailing address of 15 Old Beach Road, Suite 3, Newport, RI 02840; SHERBAN PIETRISH and ANDREEA OLIVA PIETRISH as owners of Unit No. 5, with a mailing address of 1 Michael Court, Hudson, NY 12534; and ADRIFT PROPERTIES, LLC as owner of Unit No. 6, with a mailing address of c/o Dr. Matt Forster, 15 Old Beach Road, Newport, RI 02840, their successors and assigns (hereinafter collectively referred to "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the city of Newport, Rhode Island, which real property is identified as Lot 32 on Newport Tax Assessor's Plat 26, as presently constituted (the "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property including the above described condominium units and condominium also located in said city of Newport which real property and condominiums are identified as Lot 56, on Tax Assessor's Plat 26, all as presently constituted (the "Grantee's Property"); and

WHEREAS, the Grantee's Property abuts the Grantor's Property, and the Grantee, in order to obtain the full enjoyment and use of their property, requires the use of a certain laneway or alley on Grantor's Property for use and passage from other adjacent land of the Grantee across Grantor's land to Grantee's building situated to the west of Grantor's land as shown on the cross-hatched area set forth on Exhibit A; and

WHEREAS, Grantor has agreed to grant an easement across a portion of Grantor's Property ("Easement Area") for the benefit of Grantee's Property on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10) and other consideration, in hand paid by Grantee to Grantor, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Grantor grants to the herein named Grantee the perpetual right, privilege and easement to access Grantee's Property to allow Grantee to maintain and repair its building and to grant access to the building in order to repair, replace, install or otherwise upgrade all utilities situated in or on Grantee's Property as well as to perform interior and exterior building maintenance and to pass on, over or across, the easement area for ingress and egress to Grantee's Property. Except for routine servicing of Grantee's Property for such matters as utility readings and access to storage within Grantee's Property, the Grantee shall notify Grantor of any intended use of Grantor's Property for any maintenance and repairs of Grantee's Property as permitted by this Easement. In making use of the easement, Grantee shall, after the performance of any work in connection with the maintenance of such improvements and/or utilities, replace and restore, at Grantee's sole cost and expense, such area and/or improvements disturbed by any work conducted by Grantee within the Easement Area.

The parcel subject to said easement is shown and described on Exhibit A.

2. The Grantee shall exercise the rights granted pursuant to this easement at Grantee's own risk and does further indemnify the Grantor against any liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the privilege by the Grantee, its successors, assigns or permittees, or other persons entering the Easement Area at the invitation of the Grantee.

3. This Agreement and easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors and assigns. Any conveyances by the Grantor of all or any portion of the Grantor's Property shall be subject to the terms hereof.

4. Grantor shall have the right to use the granted premises for purposes not inconsistent with Grantee's full enjoyment of the rights here-

by granted, provided that Grantor shall not erect or construct any buildings or other structure within the Easement Area without the approval of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on the date below written.

Dated: 7/11/18

[Signature]
LUKE C. MURRAY, Grantor

Dated: 7/11/18

[Signature]
CYNTHIA J. MURRAY, Grantor

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 11th day of July, 2018, before me, the undersigned notary public, personally appeared LUKE C. MURRAY and CYNTHIA J. MURRAY, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was a Rhode Island driver's license, to be the persons whose names are signed on the preceding document, and acknowledged to the notary that they signed it voluntarily for its stated purpose.

Richard P. D'Addario

Notary Public

Print name: Richard P. D'Addario

My commission expires: 6/19/21

Richard P. D'Addario
Notary Public #2646
STATE OF RHODE ISLAND
My commission expires:


15 OLD BEACH ROAD
PROFESSIONAL BUILDING
CONDOMINIUM ASSOCIATION
Grantee

Dated: August 16, 2018

By: 
MATTHEW FORSTER, President

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 16th day of August, 2018, before me, the undersigned notary public, personally appeared MATTHEW FORSTER, the President of 15 OLD BEACH ROAD PROFESSIONAL BUILDING CONDOMINIUM ASSOCIATION and personally known to the notary or proved to the notary through satisfactory evidence of identification, which was a Rhode Island driver's license, to be the person whose name is signed on the preceding document, and acknowledged to the notary that he signed it voluntarily for its stated purpose as the President of 15 OLD BEACH ROAD PROFESSIONAL BUILDING CONDOMINIUM ASSOCIATION.


Notary Public
Print name: Dianna M. Cullen
My commission expires: 10/6/2021

Dated: August 2, 2018 [Signature]
JOSEPH M. HALL, Grantee

Dated: August 2, 2018 [Signature]
JANE M. HALL, Grantee

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 2nd day of August, 2018, before me, the undersigned notary public, personally appeared JOSEPH M. HALL and JANE M. HALL, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was a Rhode Island driver's license, to be the persons whose names are signed on the preceding document, and acknowledged to the notary that they signed it voluntarily for its stated purpose.

[Signature]
Notary Public
Print name: Diana M. Goff
My commission expires: 10/01/2021


NPD, LLC
Grantee

Dated: 8-3-18

By: 
Faith C. Drennon, Member

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 3rd day of August, 2018, before me, the undersigned notary public, personally appeared Faith C. Drennon, a Member of NPD, LLC, and personally known to the notary to be the person whose name is signed on the preceding document, and acknowledged to the notary that she signed it voluntarily for its stated purpose as a Member of NPD, LLC.


Notary Public

Print name: Dianna M. Cullen

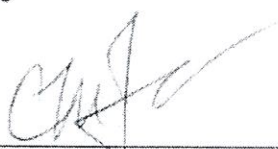
My commission expires: 10/6/2021

JSH PROPERTIES, LLC
Grantee

Dated:

August 16, 2018


By:



MATTHEW FORSTER, Member

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 16th day of August, 2018, before me, the undersigned notary public, personally appeared MATTHEW FORSTER, a Member of JSH PROPERTIES, LLC, and personally known to the notary to be the person whose name is signed on the preceding document, and acknowledged to the notary that he/she signed it voluntarily for its stated purpose as the Member of JSH PROPERTIES, LLC.



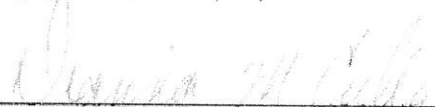
Notary Public
Print name: Deanna R. Sullivan
My commission expires: 12/31/2021

Dated: August 16, 2018


MATTHEW FORSTER, Grantee

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 16th day of August, 2018, before me, the undersigned notary public, personally appeared MATTHEW FORSTER, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was a Rhode Island driver's license, to be the person whose name is signed on the preceding document, and acknowledged to the notary that he signed it voluntarily for its stated purpose.


Notary Public

Print name: Diana M. Miller

My commission expires: 10/1/2021

Dated:

8/1/18

SHERBAN PIETRISH, Grantee

Dated:

8/1/18

ANDREEA OLIVA PIETRISH, Grantee

STATE OF

COUNTY OF

New York
Ulster

On this 1st day of August, 2018, before me,
the undersigned notary public, personally appeared SHERBAN PIE-
TRISH, personally known to the notary or proved to the notary through
satisfactory evidence of identification, which was NYS DL
_____, to be the person whose name is signed on
the preceding document, and acknowledged to the notary that he signed it
voluntarily for its stated purpose.

KIMBERLEY A. HARRELL
Notary Public, State of New York
Qualified in Ulster County
Reg. No. 01HA4872737
My Commission Expires Oct. 6, 2018

Kimberley A Harrell
Notary Public

Print name: Kimberley A Harrell
My commission expires: 10-6-2018

STATE OF

COUNTY OF

New York
Ulster

On this 1st day of August, 2018, before me,
the undersigned notary public, personally appeared ANDREEA OLIVA
PIETRISH, personally known to the notary or proved to the notary through
satisfactory evidence of identification, which was NYS DL
_____, to be the person whose name is signed on
the preceding document, and acknowledged to the notary that she signed
it voluntarily for its stated purpose.

KIMBERLEY A. HARRELL
Notary Public, State of New York
Qualified in Ulster County
Reg. No. 01HA4872737
My Commission Expires Oct. 6, 2018

Kimberley A Harrell
Notary Public

Print name: Kimberley A Harrell
My commission expires: 10-6-2018

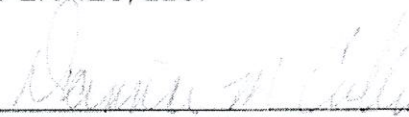
ADRIFT PROPERTIES, LLC
Grantee

Dated: August 16, 2018

By: 
MATTHEW FORSTER, Member

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

On this 16th day of August, 2018, before me, the undersigned notary public, personally appeared MATTHEW FORSTER, a Member, of ADRIFT PROPERTIES, LLC, and personally known to the notary to be the person whose name is signed on the preceding document, and acknowledged to the notary that he/she signed it voluntarily for its stated purpose as a member of ADRIFT PROPERTIES, LLC.


Notary Public

Print name: Diana M. Cullen

My commission expires: 8/1/2021