



TOWN OF HENRIETTA
County of Monroe
State of New York

475 Calkins Road, Rochester, NY 14623
(585) 334-7700 • www.henrietta.org

TOWN OF HENRIETTA
APPLICATION TO TOWN BOARD
- SPECIAL USE PERMIT -

Appeal No. SP2024-010

Date 2/21/24

Applicant: Heritage Structures

Name: _____ Email: _____
10422 Mill Rd. Medina NY 14103 _____
No. & Street City State Zip Code Phone Number

Business Owner: Caleb Schlabach

Name: _____ Email: _____
10422 Medina NY 14103 _____
No. & Street City State Zip Code Phone Number

Business Name: Heritage Structures LLC

Business Address: 10422 Medina NY 14103
No. & Street City State Zip Code

Property Owner: John Veenstra

Name: _____ Email: _____
3 Swallow Ln. Orchard Park NY 14127 _____
No. & Street City State Zip Code Phone Number

Architect/Engineer: N/A

Name: _____ Email: _____

No. & Street City State Zip Code Phone Number

Hereby request from the Town Board for a Special Use Permit for the property located at:

E. Henrietta Rd. Henrietta Rochester NY 14623
No. & Street City State Zip Code
263200-162.18-2-78.1 Commercial B-2
Tax Map No. Zoning District

If property is under a purchase option, indicate date option expires: lessee

Under the Zoning Ordinance, a Special Permit is requested pursuant to:

Article: VI Section: 295 Subsection: 16 Paragraph: A(6) of the Zoning Ordinance.

Description of Proposal: Place sheds on lot for sale and display.

Multiple Dwelling Applications – Dwelling Units per Acre: _____

Does this exceed allowed amount per Henrietta Code §295-13[E](1)(b) Yes No

Printed Name: Caleb Schlabach

Signature: Caleb Schlabach

TWenzel
Received By

March 27, 2024
Date of Meeting*
(unless rescheduled)

6:00 pm
Time

*A meeting date will be assigned when applications are turned in but if the application is deemed incomplete, it will not be scheduled and the Applicant will be notified.

**Statement of Applicant and Owner with Respect to Reimbursement
of Professional and Consulting Fees**

In conjunction with an application made to the Town of Henrietta, the undersigned states, represents and warrants the following:

- 1) I/We am/are the applicant and owner with respect to an application to the Town of Henrietta.
- 2) I/We have been advised of, are aware of and agree to comply with the obligation to reimburse the Town of Henrietta for any and all professional and consulting fees incurred by the Town in conjunction with this and any other applications by me/us, including but not limited to engineering and/or legal fees, all as more fully set forth in the Henrietta Town Code.
- 3) I/We have been provided with, or have otherwise reviewed the Henrietta Town Code provisions related to the obligation to reimburse the Town with respect to professional and consulting fees, and agree to comply with the same.
- 4) I/We understand that this obligation shall not be dependent upon the approval or success of the application.
- 5) I/We further agree that in the event the Town of Henrietta is required to refer for collection an outstanding debt for such professional and/or consulting fees due to the Town of Henrietta, I/we shall be obligated to pay the reasonable attorney's fees incurred as a result of the Town's efforts to collect such fees. Reasonable attorney's fees shall also include any and all disbursements that may result from the commencement of litigation.
- 6) Each party to the application, including the applicant and the owner, shall be jointly and severally liable for all consulting and professional fees and expenses incurred in conjunction with the application.

Applicant/Business Owner: Caleb Schlabach

By: _____

Title: lessee

Dated: 1-5-24

Signed: Caleb Schlabach

Property Owner: John Veenstra

By: _____

Title: owner

Dated: 01/19/24

Signed: John Veenstra



Heritage Structures

Letter of Intent

To whom it may concern, *Town of Henrietta*

I am writing on behalf of Heritage Structures, LLC, a business specializing in the sale of high-quality customizable sheds, to formally apply for a Special Use Permit to operate at the location specified as 2480 East Henrietta Road. This letter is intended to outline our operational plans, demonstrate our commitment to complying with local regulations, and highlight the positive impact we aim to have on the community.

Hours of Operation and Staffing:

We plan to operate 6 days a week to accommodate our customers' busy schedules. Our proposed hours of operation are as follows:

- Monday to Saturday: 8:00 AM to 6:00 PM

These hours have been chosen to maximize convenience for our customers while respecting the community's norms and local regulations.

We plan to staff the lot with one full-time salesperson, working out of a small portable office located on site.

Handling Traffic:

We have developed a plan to ensure that our operation does not adversely affect the local traffic flow or parking availability:

- **Parking:** Adequate parking spaces will be allocated for customers and staff, ensuring that our lot does not overflow into adjacent areas. Typically, our usage does not generate large amounts of traffic at any one time.
- **Signage:** Clear and visible signage will be placed as needed at strategic locations to guide customers efficiently into and out of the property, reducing the risk of traffic congestion.

Aesthetics:

We are committed to being good neighbors and maintaining a visually appealing sales lot. Our lot will be well-maintained to complement the surrounding area.

Compliance and Safety:

Our operations will comply with all local zoning laws, safety regulations, and environmental standards.



Heritage Structures

Conclusion and Request for Consideration:

We respectfully request that our application for a Special Use Permit be reviewed and considered. We are fully prepared to provide any additional information required and look forward to the opportunity to discuss our plans further.

Thank you for your time and consideration.

Sincerely,

Caleb Schlabach
owner

Heritage Structures

Caleb Schlabach

☎ 585.735.2003

☎ 585.205.9009

@ caleb@ibifax.com

✉ 10422 Mill Road
Medina, NY 14103



Authorization Letter (22nd day of February 2024) regarding:

Special Use Permit for: 2480 East Henrietta Road, Rochester NY 14623

The Landlord hereby authorizes the Tenant to use described leased premises:

2480 East Henrietta Land - Tax ID#: 162.18-2-78.1

according to the terms described in the lease agreement (attached).

LANDLORD: John Veenstra

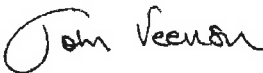
TENANT(S): Caleb Schleich, Heritage Structures

Address: 2500 East Henrietta Road
Rochester NY 14623

Address: 10422 Mill Road
Medina, NY 14103

Contact Info: [REDACTED]
[REDACTED]

Term: The term of the Lease shall be a period of 1 year commencing the 1st day of March, 2024 and ending the 28th day of February, 2025 unless sooner terminated. If Tenant remains in possession of the Leased Premises with written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a monthly lease.



John Veenstra

Date: Feb 22nd, 2024

2500 East Henrietta Road
Rochester, NY 14623
[REDACTED]

Attention:

Tracey M. Wenzel
[REDACTED]

Building & Fire Prevention
Town of Henrietta, Henrietta NY

COMMERCIAL LEASE

THIS LEASE is made on the 15th day of February 2024

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to terms and conditions specified herein:

LANDLORD: John Veenstra
Address: 2500 East Henrietta Road
Rochester NY 14623

TENANT(S): Caleb Schlebad *Schlabach*
Address: *Heritage Structures*
10422 Mill Rd
Medina NY 14107

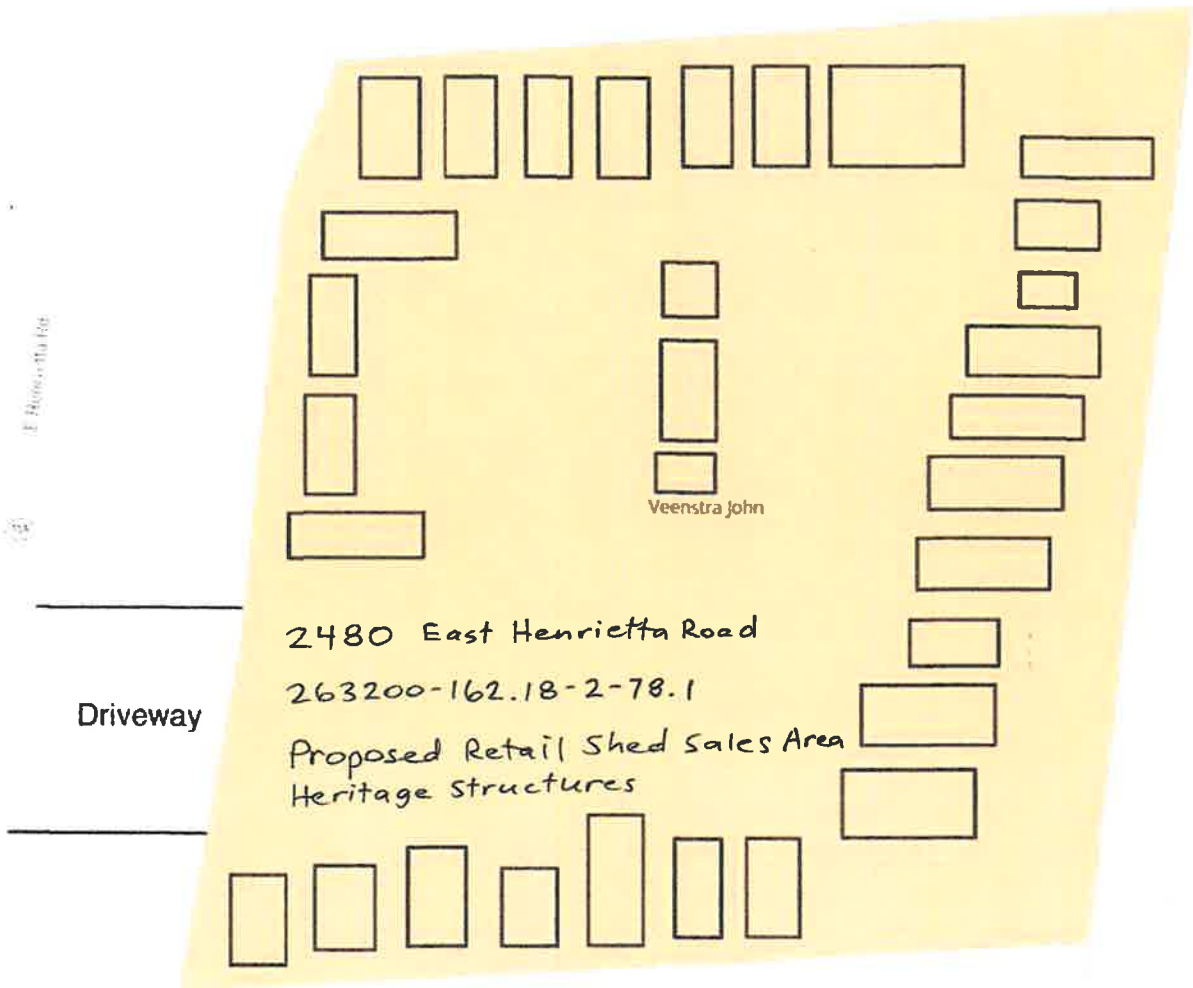
1. Leased Premises. The Leased Premises are those premises described as:
East Henrietta Land (~1 acre, 15 feet north of existing barn), Tax ID#: 162.18-2-78.1
2. Term. The term of the Lease shall be a period of 1 year commencing the 1st day of March 2024 and ending the 28th day of February, 2025 unless sooner terminated as hereinafter provided. If Tenant remains in possession of the Leased Premises with written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one months' prior written notice to the other party.
3. Rent. The Tenant agrees to pay ANNUAL RENT of Ten thousand Dollars (\$ 10,000.00) payable in advance.
4. Use of Leased Premises. The Leased Premises may be used only for the following purpose: Display and sale of structures manufactured by Heritage Structures, LLC
5. Utilities. The Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. The application for and connecting of utilities, as well as all services. shall be made by and only in the name of the Tenant.
6. Condition of Leased Premise; Maintenance and Repair. The Tenant acknowledges that the Leased Premises are in good order and repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the term of the Lease.
7. Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises.
8. Compliance with Laws and Regulations. Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant, at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with Tenant in applying for such permits or licenses.
9. Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed, by Tenant shall become Landlord's property upon the expiration or sooner termination of this Lease. Landlord may, however, require Tenant to remove such fixtures, at Tenant's cost, upon the termination hereof.
10. Assignment/Subletting Restrictions. Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

11. Insurance. Tenant shall not permit any use of the property which will make voidable any insurance on the property. Tenant shall on demand reimburse the Landlord all extra insurance premiums caused by the Tenant's use of the premises.
12. Indemnification of Landlord. Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees.
13. Landlord's Rights upon Default. In the event of any breach of this lease by the Tenant, which shall not have been cured within TEN (10) DAYS, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.
14. Quiet Enjoyment. The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.
15. Landlord's Right to Enter. Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.
16. Surrender upon Termination. At the expiration of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.
17. Respect for adjacent properties. **Tenant, Tenant's customers or employees shall not infringe on other properties – in particular, vehicle parking and goods storage are not allowed on 2500 East Henrietta land.**
18. Miscellaneous Terms & Notices.
 - Any communication by one party to the other shall be given by personal delivery or by mailing addressed to the Tenant at the premises, or to the Landlord at the address set forth above.
 - Waiver. The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
 - Complete Agreement. This Lease constitutes the entire understanding of the parties and may not be modified except in writing and signed by the parties.
 - Successors. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

This lease, as expressed above, is agreed by both parties this 15th day of February, 2024

Authentisign
John Veenstra 02/15/24
Landlord or Landlord's Authorized Agent

Calil Schelbnd 2-14-24
Tenant



Flagg Gertrude

Ashkan Daki M
Achikun Narad K

Heritage Structures

Caleb Schlabach

☎ 585.735.2003

☎ 585.205.9009

@ caleb@ibifax.com

✉ 10422 Mill Road
Medina, NY 14103



1.02 acres

204.66 ft

1.02 acres

220.25 ft





Monroe County GIS Services Division



Legend

Parcels

Notes

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere



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