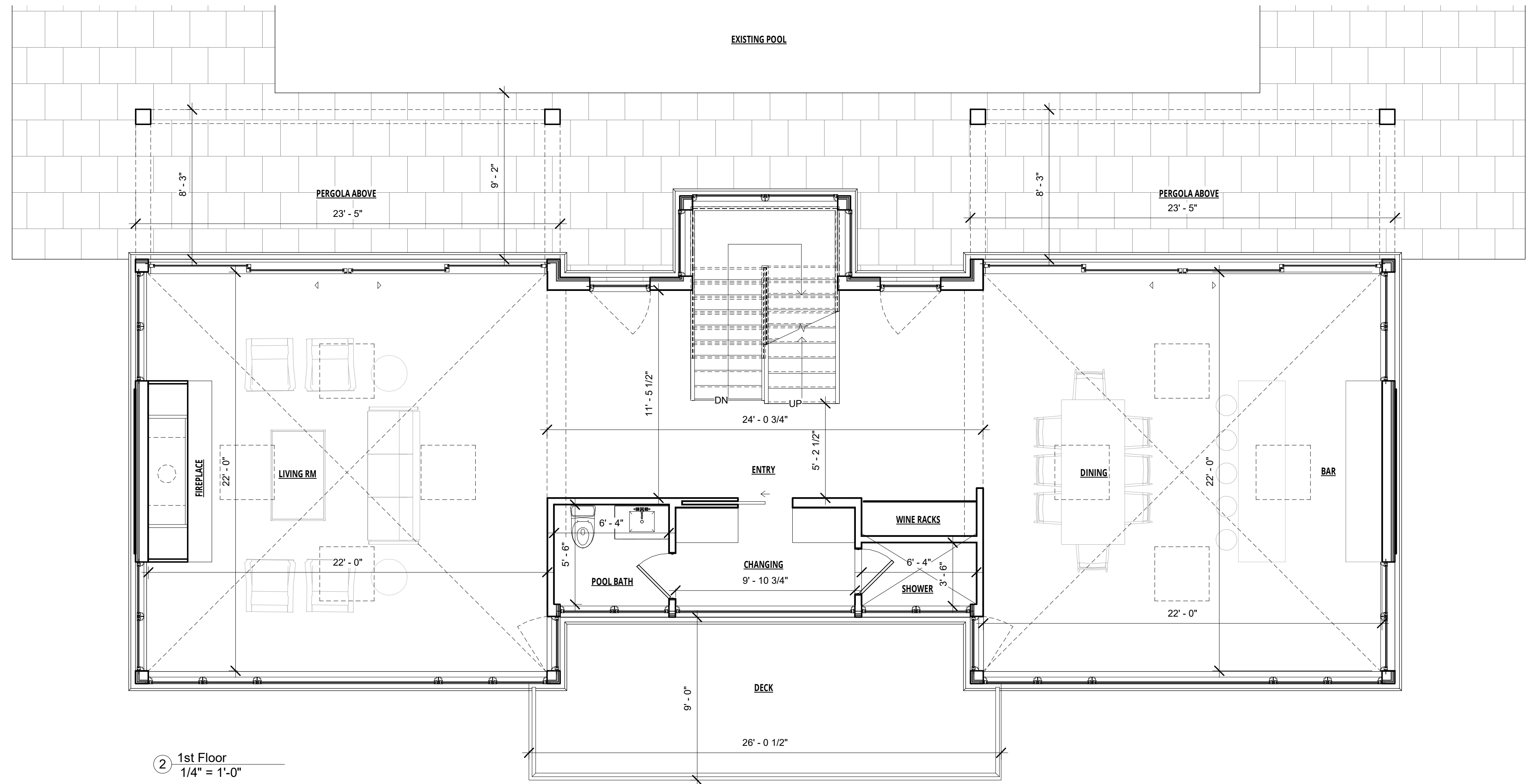


① Ground Floor
1/4" = 1'-0"



② 1st Floor
1/4" = 1'-0"

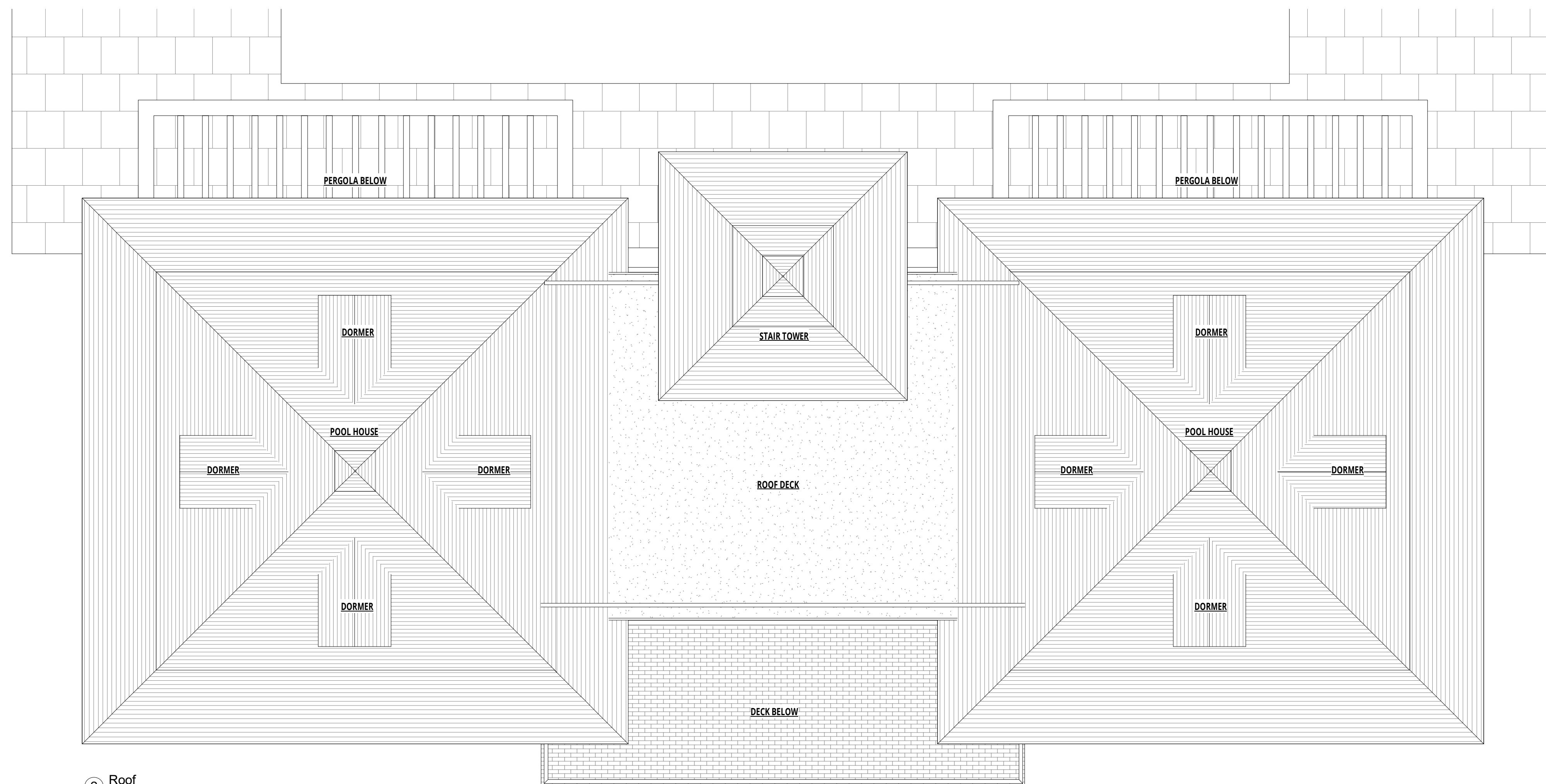
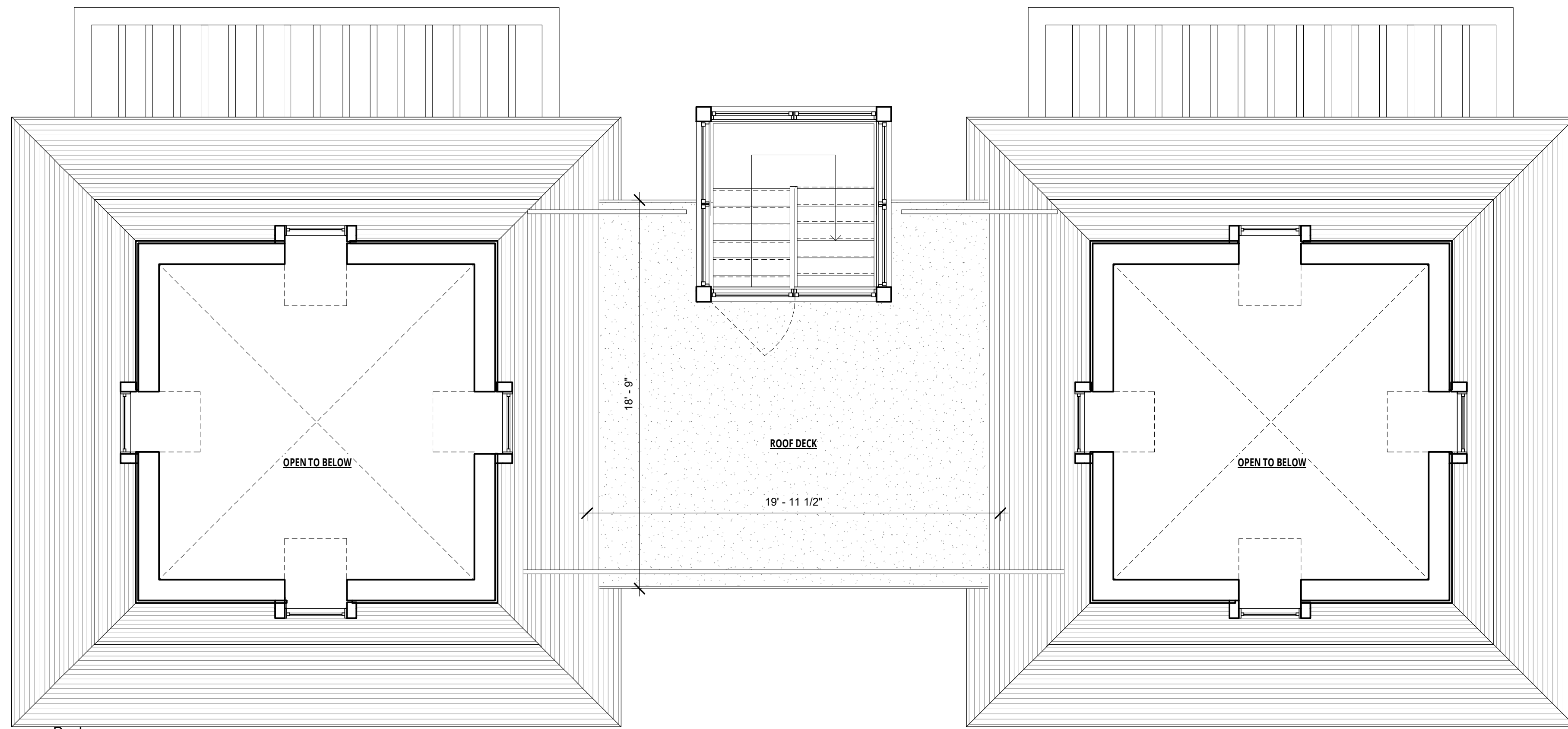


CHRISTOPHER PAGLIARO
ARCHITECTS



TOWN REVIEW
08.18.2022

KATCHER RESIDENCE
3 COWDRAYS PARK DR. NORTH CASTLE, NY

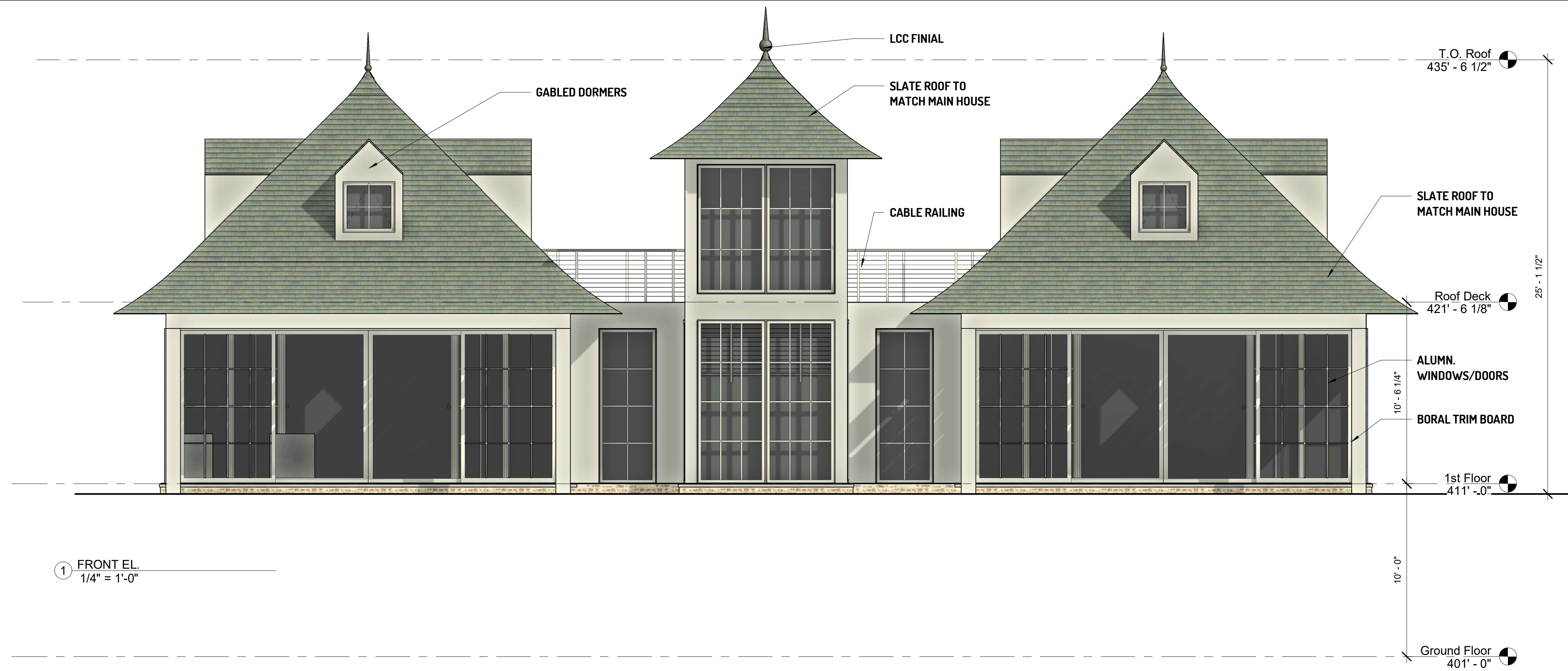


CHRISTOPHER PAGLIARO
ARCHITECTS

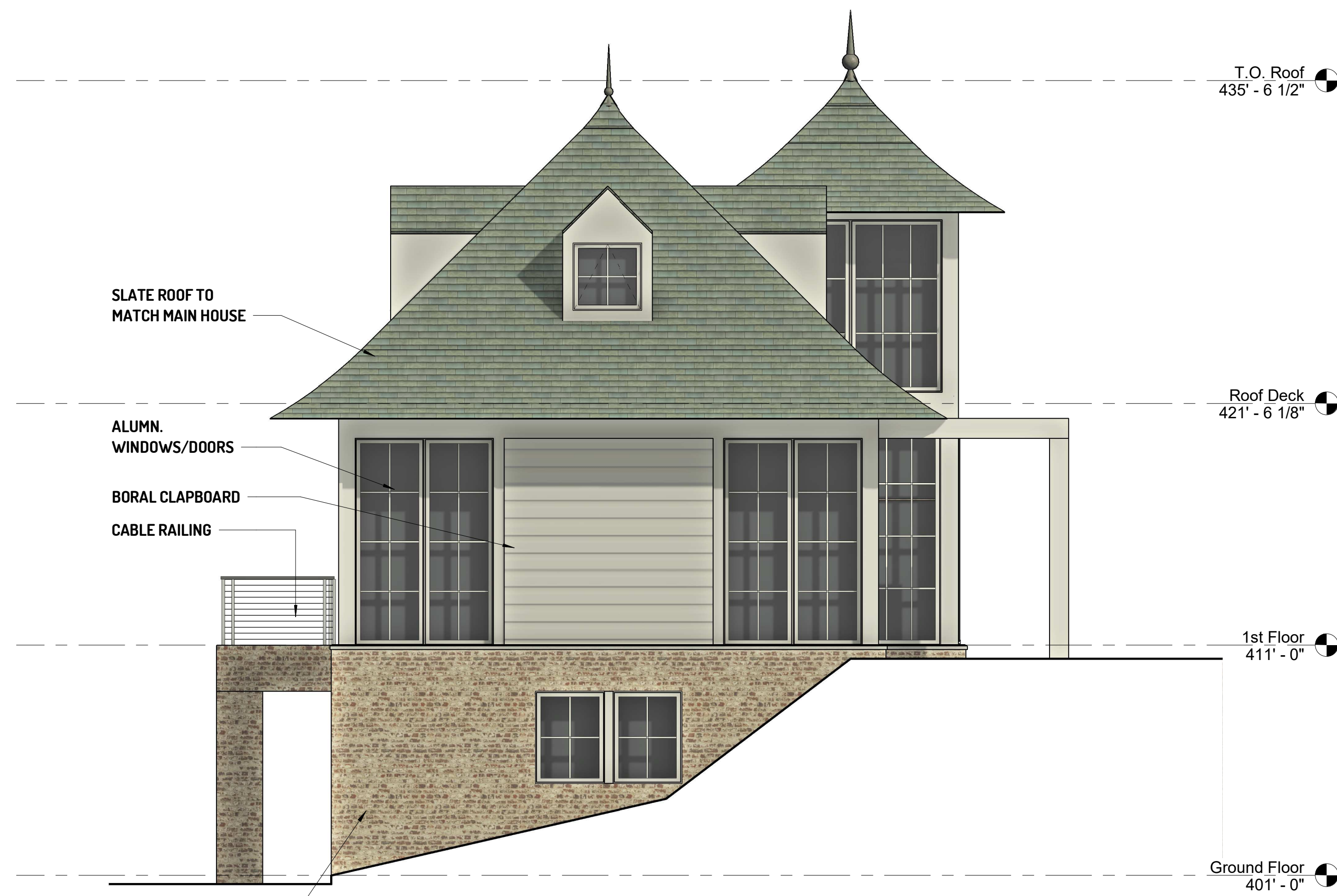


TOWN REVIEW
08.18.2022

KATCHER RESIDENCE
3 COWDRAYS PARK DR. NORTH CASTLE, NY



① FRONT EL.
1/4" = 1'-0"

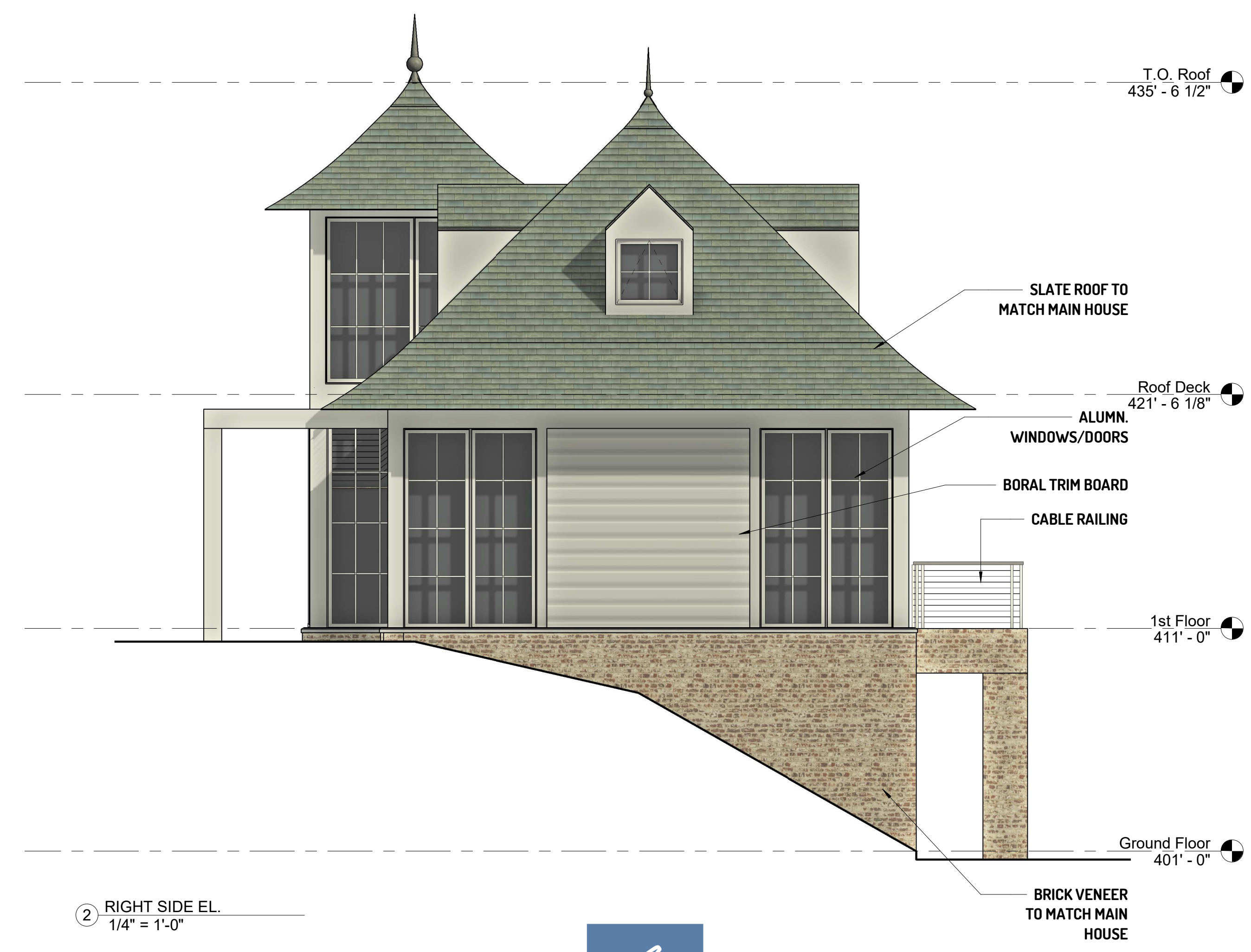


② LEFT SIDE EL.
1/4" = 1'-0"





① REAR EL.
1/4" = 1'-0"



② RIGHT SIDE EL.
1/4" = 1'-0"





PROPOSED FRONT POOL HOUSE VIEWS



PROPOSED REAR POOL HOUSE VIEWS

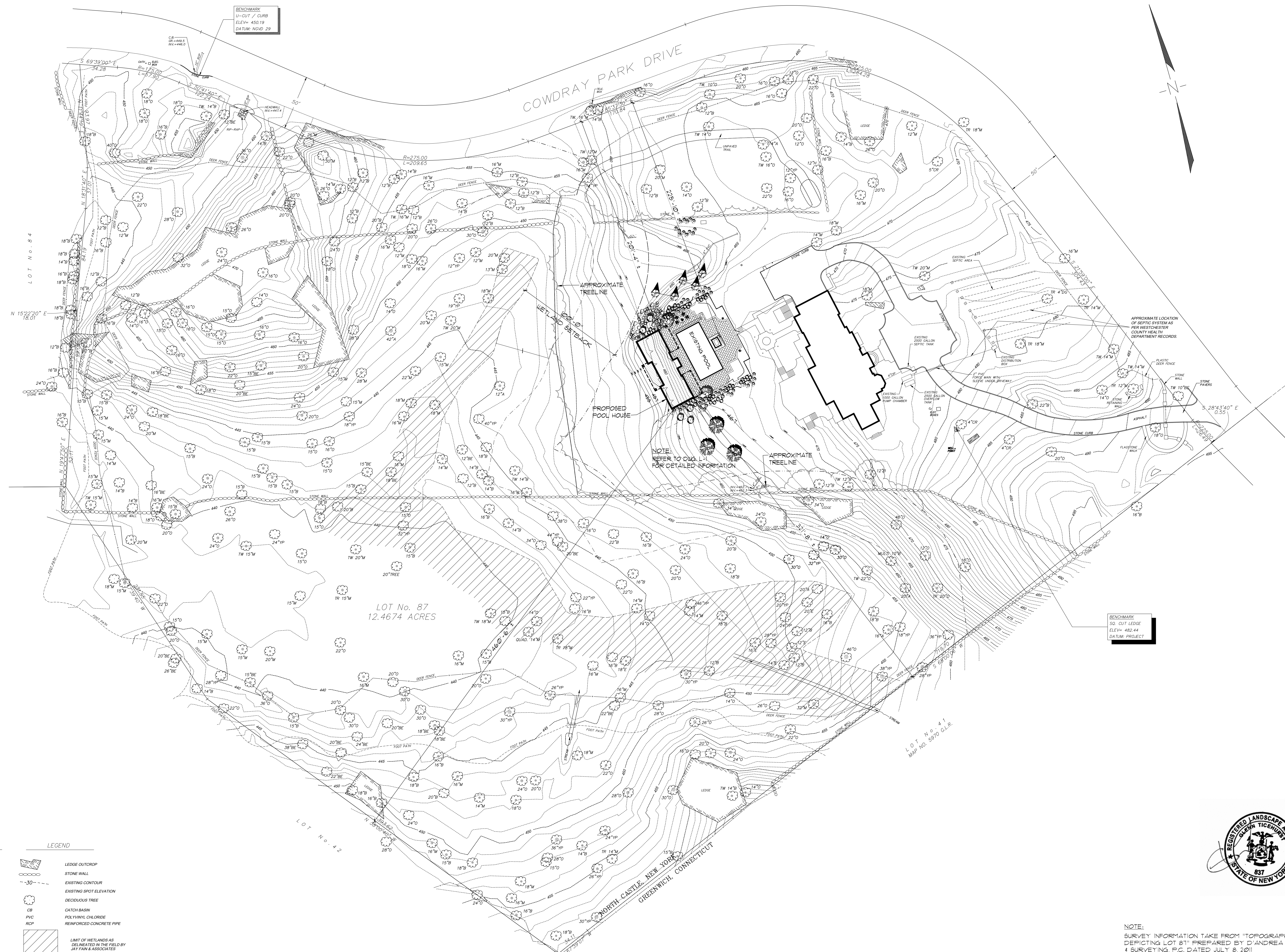


CHRISTOPHER PAGLIARO
ARCHITECTS



TOWN REVIEW
08.18.2022

KATCHER RESIDENCE
3 COWDRAYS PARK DR. NORTH CASTLE, NY



BENCHMARK
U-CUT / CURB
ELEV= 450.19
DATUM: NGVD 29

BENCHMARK
50' CUT LEUGE
ELEV= 422.44
DATUM: PROJECT

- | | |
|--------------------|------------------------------|
| TREE LEGEND | LEGEND |
| A ASH | LEUGE OUTCROP |
| B BIRCH | STONE WALL |
| BE BEECH | EXISTING CONTOUR |
| CR CHERRY | EXISTING SPOT ELEVATION |
| DG DOGWOOD | DECIDUOUS TREE |
| E ELM | CB CATCH BASIN |
| H HICKORY | PVC POLYVINYL CHLORIDE |
| JM JAPANESE MAPLE | RCP REINFORCED CONCRETE PIPE |
| M MAPLE | |
| O OAK | |
| YP YELLOW POPLAR | |
| TW TWIN | |
| TR TRIPLE | |
| QUAD QUADRUPLE | |



SITE PLAN
FOR
THE KATCHER RESIDENCE
NORTH CASTLE, N.Y.
3 COWDRAYS PARK DRIVE

Scale: 1" = 40'-0"
Drawn: E.F.
Date: JUNE 16, 2022

Revisions:	Date	Item

BENEDEK & TICEHURST
LANDSCAPE ARCHITECTS & SITE PLANNERS, P.C.
448H Old Post Road, Bedford Village, New York 10506
P. 914.234.9666 / F. 914.234.6882
www.btlandscape.com
Members-American Society of Landscape Architects

Drawing Number:
S-1

NOTE:
SURVEY INFORMATION TAKE FROM "TOPOGRAPHIC SURVEY
DEPICTING LOT 81" PREPARED BY D'ANDREA ENGINEERING
4 SURVEYING, P.C. DATED JULY 8, 2011



TOWN OF NORTH CASTLE
WESTCHESTER COUNTY
17 Bedford Road
Armonk, New York 10504-1898

PLANNING DEPARTMENT
Adam R. Kaufman, AICP
Director of Planning

Telephone: (914) 273-3542
Fax: (914) 273-3554
www.northcastleny.com

Application for Special Use Permit Approval

Application Name _ COWDRAYS PARK DR. POOL HOUSE



TOWN OF NORTH CASTLE
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APPLICATIONS REQUIRING PLANNING BOARD APPROVAL
SCHEDULE OF APPLICATION FEES

<u>Type of Application</u>	<u>Application Fee</u>
Site Development Plan	\$200.00
Each proposed Parking Space	\$10
Special Use Permit (each)	\$200 (each)
Preliminary Subdivision Plat	\$300 1 st Lot \$200 (each additional lot)
Final Subdivision Plat	\$250 1 st Lot \$100 (each additional lot)
Tree Removal Permit	\$75
Wetlands Permit	\$50 (each)
Short Environmental Assessment Form	\$50
Long Environmental Assessment Form	\$100
Recreation Fee	\$10,000 Each Additional Lot
Discussion Fee	\$200.00
Prior to submission of a sketch or preliminary subdivision Plat, an applicant or an applicant's representative wishes to discuss a subdivision proposal to the Planning Board, a discussion fee of \$200.00 shall be submitted for each informal appearance before the board.	

Any amendment to previously approved applications requires new application forms and Fes



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PLANNING BOARD SCHEDULE OF ESCROW ACCOUNT DEPOSITS

<u>Type of Application Deposit*</u>	<u>Amount of Initial Escrow Account</u>
Concept Study	\$500.00
Site Plan Waiver for Change of Use	\$500.00
Site Development Plan for:	
Multifamily Developments	\$3,000.00 plus \$100.00 per proposed dwelling unit
Commercial Developments	\$3,000.00 plus \$50.00 for each required parking space
1 or 2 Family Projects	\$2,000.00
Special Use Permit	\$2,000.00 plus \$50.00 for each required parking space
Subdivision:	
Lot Line Change resulting in no new lots	\$1,500.00
All Others	\$3,000.00 plus \$200.00 per proposed new lot in excess of two (2)
Preparation or Review of Environmental Impact Statement	\$15,000.00

* If a proposed action involves multiple approvals, a single escrow account will be established. The total amount of the initial deposit shall be the sum of the individual amounts indicated. When the balance in such escrow account is reduced to one-third (1/3) of its initial amount, the applicant shall deposit additional funds into such account to restore its balance to the amount of the initial deposit.

Christopher Pagliaro Architects
Applicant Signature

8.18.22
Date:

I. IDENTIFICATION OF PROPERTY OWNER, APPLICANT AND PROFESSIONAL REPRESENTATIVES

Name of Property Owner: _____ GARY KATCHER _____

Mailing Address: _____ 3 COWDRAYS PARK DR. NORTH CASLTE _____

Telephone: _____ Fax: _____ e-mail - gkatcher@gmail.com

Name of Applicant (if different): _____ CHRISTOPHER PAGLIARO ARCHITECTS _____

Address of Applicant: _____ 320 POST RD DARIEN, CT _____

Telephone: _____ 203-838-5517 _____ Fax: _____ e-mail _____ DMARINI@PAGLIAROARCHITECTS.COM _____

Interest of Applicant, if other than Property Owner: ARCHITECT

Is the Applicant (if different from the property owner) a Contract Vendee?

Yes - x

No

If yes, please submit affidavit stating such. If no, application cannot be reviewed by Planning Board

Name of Professional Preparing Site Plan: BENEDEK & TICEHURST LANDSCAPE ARCHITECTS _____

Address: _____ 448H OLD POST RD. BEDFORD VILLAGE, NY 10506 _____

Telephone: _____ 914-234-9666 _____ Fax: _____ e-mail _____ GLENN@BTLANDARCH.COM _____

Name of Other Professional: _____

Address: _____

Telephone: _____ Fax: _____ e-mail _____

Name of Attorney (if any): _____

Address: _____

Telephone: _____ Fax: _____ e-mail _____

Applicant Acknowledgement

By making this application, the undersigned Applicant agrees to permit Town officials and their designated representatives to conduct on-site inspections in connection with the review of this application.

The Applicant also agrees to pay all expenses of publication and the giving of public notice as required, and further acknowledges that he/she shall be responsible for reimbursing the Town for the cost of professional review services required for this application.

It is further acknowledged by the Applicant that all bills for the expenses of publication and the giving of public notice as well as professional consultant review services shall be mailed to the Applicant, unless the Town is notified in writing by the Applicant at the time of initial submission of the application that such mailings should be sent to a designated representative instead.

Signature of Applicant: Christopher Pagliaro Architects Date: _____

Signature of Property Owner: Gary Katlyn Date: 8/18/22

MUST HAVE BOTH SIGNATURES

II. IDENTIFICATION OF SUBJECT PROPERTY

Street Address: ___3 COWDRAY PARK DR. NORTH CASTLE

Location (in relation to nearest intersecting street):

___1800+/-___ feet (north, south, east or west) of ___NORTH WEST_____

Abutting Street(s): _____HURLINGHAM DR_____

Tax Map Designation (NEW): Section___5970__Block_____Lot___87___

Tax Map Designation (OLD): Section_____Block_____Lot_____

Zoning District: ___R-2A_____ Total Land Area ___12.4674 ACRES

Land Area in North Castle Only (if different) _____

Fire District(s)___3_____ School District(s)___BYRAM HILLS CENTRAL

Is any portion of subject property abutting or located within five hundred (500) feet of the following:

The boundary of any city, town or village?

No ___X___ Yes (adjacent) _____ Yes (within 500 feet) _____

If yes, please identify name(s): _____

The boundary of any existing or proposed County or State park or any other recreation area?

No ___X___ Yes (adjacent) _____ Yes (within 500 feet) _____

The right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway?

No ___X___ Yes (adjacent) _____ Yes (within 500 feet) _____

The existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines?

No ___X___ Yes (adjacent) _____ Yes (within 500 feet) _____

The existing or proposed boundary of any county or State owned land on which a public building or institution is situated?

No ___X___ Yes (adjacent) _____ Yes (within 500 feet) _____

The boundary of a farm operation located in an agricultural district?

No ___X___ Yes (adjacent) _____ Yes (within 500 feet) _____

Does the Property Owner or Applicant have an interest in any abutting property?

No ___X___ Yes _____

If yes, please identify the tax map designation of that property:

III. DESCRIPTION OF PROPOSED DEVELOPMENT

Type of Special Use Permit:

Accessory Apartment NO

Accessory Structure over 800 square feet 1559

Gross Floor Area: Existing 0 S.F. Proposed 1559 S.F.

Number of Parking Spaces: Existing Proposed N/A

Earthwork Balance: Cut C.Y. Fill N/A C.Y.

Will Development on the subject property involve any of the following:

Areas of special flood hazard? No Yes

(If yes, application for a Development Permit pursuant to Chapter 177 of the North Castle Town Code may also be required)

Trees with a diameter at breast height (DBH) of 8" or greater?

No Yes

(If yes, application for a Tree Removal Permit pursuant to Chapter 308 of the North Castle Town Code may also be required.)

Town-regulated wetlands? No Yes

(If yes, application for a Town Wetlands Permit pursuant to Chapter 340 of the North Castle Town Code may also be required.)

State-regulated wetlands? No Yes

(If yes, application for a State Wetlands Permit may also be required.)

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.

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
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.			NO	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:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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 type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
<input type="checkbox"/> Parkland				

<p>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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p>	<p>YES</p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p>	<p>YES</p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p>	<p>YES</p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: _____ Date: _____</p> <p>Signature: <u>Christopher Pagliaro Architects</u></p>		



Town of North Castle Planning Department

17 Bedford Road Armonk, New York 10504

(914) 273-3542 (914) 273-3554 (fax)

SPECIAL USE PERMIT COMPLETENESS REVIEW FORM

This form represents the standard requirements for a completeness review for all preliminary special use permit plans. Failure to provide all of the information requested will result in a determination that the special use permit application is incomplete. The review of the plan for completeness will be based on the requirements of the Town of North Castle Town Code.

Project Name on Plan: 3 COWDRAYS PARK DR. - KATCHER POOL HOUSE

Initial Submittal Revised Preliminary

Street Location: 3 COWDRAYS PARK DR.

Zoning District: R-2A Property Acreage: 12.47 Tax Map Parcel ID:
 102.04-1-24

Date: 8.18.22

DEPARTMENTAL USE ONLY

Date Filed: _____ Staff Name: _____

Preliminary Plan Completeness Review Checklist

Items marked with a "☒" are complete, items left blank "☐" are incomplete and must be completed, "NA" means not applicable.

1. A written statement describing the nature of the proposed special use and how it will serve to implement the intent and purposes of the Town Code
2. A complete application for special use permit approval form
3. Plan prepared by a registered architect or professional engineer
4. Map showing the applicant's entire property and adjacent properties and streets
5. A locator map at a convenient scale
6. The proposed location, use and design of all buildings and structures
7. Proposed division of buildings into units of separate occupancy, detailed breakdowns of all proposed floor space by type of use and floor level

PRELIMINARY SITE PLAN COMPLETENESS REVIEW FORM

Page 2

- 8. Existing topography and proposed grade elevations
- 9. Location of drives
- 10. Location of any outdoor storage
- 11. Location of all existing and proposed site improvements, including drains, culverts, retaining walls and fences
- 12. Description of method of water supply and sewage disposal and location of such facilities
- 13. Location, design and size of all signs
- 14. Location and design of lighting, power and communication facilities
- 15. In an industrial district, specific uses proposed, number of employees for which buildings are designed, type of power to be used for any manufacturing process, type of wastes or by-products to be produced by any manufacturing process and proposed method of disposal of such wastes or by-products
- 16. In a multifamily district, floor plans of each dwelling unit shall be shown, and elevations and cross sections also may be required
- 17. The name and address of the applicant, property owner(s) if other than the applicant and of the planner, engineer, architect, surveyor and/or other professionals engaged to work
- 18. Submission of a Zoning Conformance Table depicting the plan's compliance with the minimum requirements of the Zoning District
- 19. If a tree removal permit is being sought, submission of a plan depicting the location and graphical removal status of all Town-regulated trees within the proposed area of disturbance. In addition, the tree plan shall be accompanied by a tree inventory includes a unique ID number, the species, size, health condition and removal status of each tree.
- 20. If a wetlands permit is being sought, identification of the wetland and the 100-foot wetland buffer.

More information about the items required herein can be obtained from the North Castle Planning Department. A copy of the Town Code can be obtained from Town Clerk or on the North Castle homepage: <http://www.northcastleny.com>

_____ On this date, all items necessary for a technical review of the proposed special use permit plan have been submitted and constitute a COMPLETE APPLICATION.



CHRISTOPHER PAGLIARO
ARCHITECTS

Attn. Building Department Town of North Castle

Property – 3 Cowdrays Park Dr.

Date – 08.19.2022

I, Gary Katcher owner of 3 Cowdrays Park Dr, give the authority to Christopher Pagliaro Architects to act on my behalf for permitting of the proposal pool house project.

Thanks,

Gary Katcher Date: 8/18/22

CONYERS FARM PLANNING & ARCHITECTURAL REVIEW COMMITTEE

August 18, 2022

Gary Katcher
3 Cowdray Park Drive
Greenwich, CT and
North Castle, NY
Gkatcher7@gmail.com
dmarini@pagliaroarchitects.com
dhorn10710@aol.com
ps@hemingwayconstruction.com

RE: New Pool House and Landscaping

Thank you for providing the Conyers Farm Planning and Architectural Review Committee (PARC) with the materials and plans requested. Your current application is to construct a new pool house and landscaping as shown on your Application dated June 17, 2022 and presented to PARC on June 27, 2022 and August 2, 2022 (the "Proposed Work") on the property located at 3 Cowdray Park Drive, Greenwich, CT and North Castle, New York (the "Property") owned by Gary Katcher (the "Property Owner"). Based on your presentations to the PARC and discussions of this application, the PARC hereby approves your application for the project subject to the following conditions:

1. Final PARC approval is based on the following drawings and plans:
 - a. Plans Prepared by Christopher Pagliaro Architects dated July 27, 2022, showing brick veneer to match existing main house and slate roof to match existing main house.
 - b. Planting Plan, Drawing Number L-1, prepared for The Katcher Residence by Benedek & Ticehurst Landscape Architects & Site Planning, PC dated July 25, 2022.
 - c. The pool house is approved on the condition that the Property Owner install and maintain sufficient landscaping to completely block the view of the pool house, pool and pool equipment from the neighboring properties and the Conyers Farm roadways in all seasons.

2. The Property Owner shall pay an application fee of \$15,000.00 to Conyers Farm Association and shall send it to Craig Leppla at Westford Real Estate Management, 348 Hartford Turnpike, Suite 200, Vernon, Connecticut 06066. The Property Owner shall execute an escrow agreement and shall pay a bond, in the amount of \$75,000.00, immediately upon execution of this approval to be held in escrow until satisfactory completion of the Proposed Work. The Bond shall be returned to the Property Owner once construction is completed and the PARC determines the project was constructed in substantial compliance with the approved plans and specifications upon the issuance of a T.C.O. or C.O. by the Town of Greenwich or the Town of North Castle, New York. Please contact Eric Sobel of PARC for inspection and escrow release request. Upon completion of various stages of construction, PARC and/or its consultants and agents may inspect the job site for compliance with the approved plans pursuant to Article VI, Section 10 of the Declaration of Covenants, Easements and Restrictions recorded in Volume 1293 at Page 137 of the Greenwich Connecticut Land Records and recorded in Liber 8008 at Page 209 of the North Castle, New York Land Records.
3. This approval is specific for the Proposed Work only. No noxious or offensive activity shall be carried out on the Property. The Property Owner shall take the following measures to minimize the impact of any stone cutting and brick cutting on site:
 - a. Stone cutting will be minimized by having pre-cut, finished stone prepared off-site and delivered to the site in as large lots as possible.
 - b. Stone cutting will be limited to fitting of pre-cut stone.
 - c. Stone cutting and brick cutting will be conducted in a tent supplemented with noise-absorbing matting, or other sound-mitigating structure enclosed on all sides and with a roof, so as to reduce noise.
 - d. Stone cutting and brick cutting will be by means of a diamond wet saw and not by means of a gas cut-off saw.
4. Construction work may only occur on Monday through Friday 7 a.m. – 5 p.m. and Saturday 8 a.m. – 12 noon. Construction work is strictly forbidden on Sundays and Holidays. No rock crushing shall take place upon the premises at any time.
5. No construction equipment shall be kept or stored on site except that which is needed for current construction purposes. Further, any construction equipment not in active use will be stored at a location on site where it is least visible from the street and neighboring properties. The job site shall be kept in a clean and orderly condition at all times during construction.
6. No contractor parking is allowed along the roads in Conyers Farm and Conyers Farm roadways must be kept free of dirt and materials from the construction site. The Property

Owner is responsible for any damage done to Conyers Farm private road system, landscaping, buildings and improvements from construction vehicles accessing or leaving the construction site. All contractors and subcontractors are required to keep on record with Conyers Farm Security a 24-hour emergency telephone number at all times during construction.

7. The Property Owner shall advise all of the contractors and subcontractors about the terms contained in paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 prior to the commencement of the Proposed Work. This approval is for the work noted on the above-mentioned plans. Any additional work including, but not limited to, other buildings, structures, courts, or additional landscaping will require additional approval from Conyers Farm PARC. The Property Owner shall not disturb any areas outside the scope of the approved plans. In the event any work is performed that exceeds the scope of this approval, the Property Owner shall promptly restore the area back to its original condition. Any substantive deviation from the approved plans must be approved by PARC prior to implementation. This approval may be revoked or suspended if the Property Owner exceeds the conditions or limitations of the approval or has secured this approval through deception or inaccurate information. If there are any violations of any terms and/or conditions contained in paragraphs 1, 2, 3, 4, 5, 6, 7 or 8 then PARC may impose the following fines which will be deducted from the Bond and paid over to PARC:

First Offense	\$ 1,000.00
Second Offense	\$ 2,500.00
Third Offense	\$ 5,000.00
Each Subsequent Offense	\$10,000.00

8. No tree removal, clearing or grading is to be permitted beyond that which is shown on the approved plans.
9. It is the responsibility of the Property Owner to obtain any permits required by the Town Conservation Commission, Wetland Agency, Planning and Zoning and Building Department prior to construction. Copies of the permits shall be forwarded to Conyers Farm PARC.
10. The Proposed Work shall commence within thirty (30) days from the date of this PARC approval. All work on this project must be pursued diligently and completed within five (5) months from the date of this PARC approval. If the Proposed Work is not completed within the 5-month period, the Property Owner may apply for one additional one month extension. The Property Owner must demonstrate sufficient cause to justify said extension. An additional fee will be required, the amount to be set by PARC. The PARC must be notified in writing when the Proposed Work is to begin. All work shall be performed by a licensed, insured and reputable contractor. If completion of the Proposed Work is not achieved within six (6) months from the date of this PARC approval then the Property Owner shall pay to PARC the sum of \$5,000.00 per month until the Proposed

Work is completed. This sum shall be deducted from the Bond and paid over to PARC each month.

11. If the Proposed Work is not finished within 6 months, then the application must be resubmitted to the Conyers Farm PARC for review and approval.
12. Two (2) copies of the approved plans noted above, with Conyers Farm Record Document Stamp, must be submitted to Eric Sobel of PARC upon receipt of this letter. Please have the owner add his signature and the date in the space provided on all drawings on both sets of plans.
13. After construction, an "as-built" version of the construction plans shall be provided to the PARC documenting the location of the proposed work.
14. Any controversy or claim arising out of or relating to this contract or approval, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. Within 15 days after the commencement of arbitration, the parties shall select one person to act as arbitrator. If the parties are unable or fail to agree upon the arbitrator, the arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Stamford, Connecticut. The arbitration shall be governed by the laws of the State of Connecticut. There shall be no discovery other than the exchange of documents. Time is of the essence for any arbitration under this agreement/approval and arbitration hearing shall take place within ninety (90) days of filing and awards rendered within 120 days. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorney's fees. The arbitrator's award shall not be accompanied by a reasoned opinion. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
15. The Property Owner shall hold harmless, indemnify and defend the Conyers Farm Corporation and its officers, directors and committee members from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorney's fees and costs of litigation, arising out of any injury to person or property occurring on the common property of the Conyers Farms Corporation during the course of the Proposed Work.

16. This approval will become effective upon acceptance by the Property Owner. The Property Owner's acceptance shall be provided by signing this document in the space provided below and returning one fully executed original to John Harness, Attorney for PARC. By accepting this approval, the Property Owner agrees with this approval and undertakes to abide by and comply with all of the terms and conditions of this approval. In the event PARC requires assistance from legal counsel in the future concerning this approval, the management of this approval, or the monitoring or administration of this approval, the Property Owner agrees that the legal fees incurred by PARC shall be paid by the Property Owner by deducting those fees from the Bond.
17. The terms and conditions of this approval enure to the benefit of PARC and the Conyers Farm Association, Inc. and are binding upon the Property Owners and its successors and assigns.
18. This PARC approval will be withdrawn and deemed null and void if not accepted by the Property Owner within thirty (30) days from the date this approval is electronically sent to the Property Owner.

Sincerely,

Eric Sobel, PARC Chairman

This PARC Approval and its terms and conditions stated herein are hereby Accepted by the Property Owner.

Approval Accepted
Property Owner

By: _____
Gary Katcher

Date

cc: PARC
John R. Harness, Esq.
Craig Leppla

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement”) is made as of the ____ day of August, 2022, by and among the LOT OWNER(S) signing below (“Lot Owner”), CONYERS FARM CORPORATION (“Conyers Farm”) and LAW OFFICE OF JOHN R. HARNESS, P.C. (“Escrow Agent”).

WHEREAS, Conyers Farm has asked Escrow Agent to hold, as their agent, various letters of credit or cash equivalents as security for the proper performance of various construction, landscaping and clearing activities undertaken by certain Owners of lots within Conyers Farm as more particularly set forth in approvals and conditions therefore established and granted by the Planning and Architectural Review Committee (“PARC,” f/k/a ARC), a committee of Conyers Farm.

WHEREAS, the PARC has jurisdiction over regulating such activities at Conyers Farm pursuant to the Declaration of Covenants, Easements and Restrictions of Conyers Farm recorded in Book 1293 at Page 137 of the Greenwich Connecticut Land Records and recorded in Liber 8008 at Page 209 of the North Castle, New York Land Records, as amended and modified thereafter, the By-Laws issued in connection therewith (collectively, the “Declaration”) and, additionally, pursuant to Special Rule of the ARC dated February 5, 1996.

WHEREAS, Escrow Agent has agreed to accept the responsibilities requested of them herein but only so long as same is done pursuant to the terms of this Agreement.

WHEREAS, Lot Owner(s), by signing this Agreement agrees that Escrow Agent should hold any such deposit in accordance with the terms of this Agreement and otherwise agrees to fully comply with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

1. Deposit in Escrow. Lot Owner(s), Conyers Farm and Escrow Agent agree that the cash equivalent (hereinafter referred to as the “Deposit”) delivered to Escrow Agent hereunder shall be held in escrow by Escrow Agent subject to the terms and conditions of this Agreement. Escrow Agent shall deposit any cash equivalent held hereunder in a local banking institution with interest thereon, if any, going to the ultimate recipient thereof. The tax identification number or social security number, as appropriate, of Lot Owner(s) shall be listed as the registered Owner(s) of same for initial tax registration purposes. Neither Lot Owner(s), Conyers Farm nor the Escrow Agent shall be permitted to assign, pledge or hypothecate the Deposit.

2. Conditions. Each deposit shall be held as security for the proper performance by Lot Owner(s) of a certain construction, landscaping or clearing project (the “Project”) which was the subject of an application to the PARC and the subsequent approval of same by the PARC, which approval is made a part hereof (along with any conditions and requirements therein and as such approval may be amended from time to time at the sole discretion of the PARC, the (“Approval”). Reference for each particular Project is made to the approvals associated therewith as well as to the Special Rule of the PARC regarding deposits and the Declaration and this Agreement.

3. Duties of Escrow Agent. The duties of Escrow Agent shall be entirely administrative and not discretionary. Escrow Agent shall have no liability hereunder, except for willful misconduct or gross negligence. Escrow Agent shall have no duty to inquire about or to determine the authenticity, accuracy or validity of any direction, instructions or notice given or delivered to it hereunder, and shall be entitled to act in accordance with and pursuant to any direction, instructions or notice given to it by Conyers Farm under this Agreement and believed by it to be authentic. Escrow Agent shall not be bound by any notice or demand with respect thereto, or any waiver, modification, amendment, termination or revision of the conditions of this Agreement unless in writing delivered to Escrow Agent, and if the duties of Escrow Agent are affected thereby, unless it shall have given its written consent thereto. Lot Owner(s) and Conyers Farm agree to and hereby do waive any suit, claim, demand or cause of action of any kind which either may have or may assert against the Escrow Agent arising out of or relating to its performance hereunder, unless such suit, claim, demand or cause of action is based upon willful misconduct or

gross negligence of Escrow Agent. Lot Owner(s) and Conyers Farm agree to indemnify and hold harmless Escrow Agent from and against any and all claims, demands, costs, liabilities and expenses, including reasonable counsel fees, which may be asserted against Escrow Agent or to which Escrow Agent may be exposed by reason of its performance hereunder, except for willful misconduct or gross negligence of Escrow Agent.

4. Disposition of Deposit. The Deposit shall, in whole or in part, be released from escrow by Escrow Agent in accordance with the sole instruction of Conyers Farm. The Lot Owner(s) may request a return of the Deposit upon completion of the Project by making application to the PARC for inspection and written approval. Upon receipt of such written approval, the Escrow Agent shall return the Deposit to the Lot Owner(s). Before releasing all or part of said Deposit upon the instructions of Conyers Farm to someone other than the Lot Owner(s), Escrow Agent shall provide the Lot Owner(s) with fifteen (15) days written notice of such proposed release to be sent by U.S. mail prepaid postage or by a recognized private delivery service such as Federal Express with the fifteen (15) days to be measured from the date of mailing or delivery to such private delivery service. In the event of any dispute between Conyers Farm, Escrow Agent or Lot Owner(s) with regard to disposition of the Deposit, Escrow Agent shall have the right to commence a suit in interpleader, place the Deposit in court and shall thereupon be fully released and discharged from all further obligations under this Agreement, except as may be determined in such a suit. In the alternative, Escrow Agent may hold the Deposit in escrow pending final resolution of such dispute. If Conyers Farm demands delivery from escrow of all or a part of the Deposit, Escrow Agent shall be authorized to do so. Escrow Agent shall not be authorized or required to deliver all or part of the Deposit based on instructions from anyone (including, but not limited to, the Lot Owner(s)) other than Conyers Farm. Lot Owner(s) shall be responsible for all of Escrow Agent's costs and fees in connection with any such suit or proceeding regarding the Deposit and shall reimburse Conyers Farm for any such payment or costs paid by Conyers Farm to Escrow Agent. Escrow Agent may obtain independent counsel. Escrow Agent's law firm may represent Conyers Farm in any dispute arising hereunder other than a dispute between Conyers Farm and Escrow Agent and shall not be precluded from doing so by virtue of its duties as such Escrow Agent.

5. Notices. Any notices, demands, requests, consents approvals or other communications arising hereunder must be given in writing, and delivered by hand or Federal Express or other equivalent overnight courier.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

CONYERS FARM CORPORATION

By: _____
Name:
Title:

ESCROW AGENT

By: _____
Name:
Title:

LOT OWNER

By:

By: _____
_____Gary Katcher_____,

Amount of Escrow: \$75,000.00