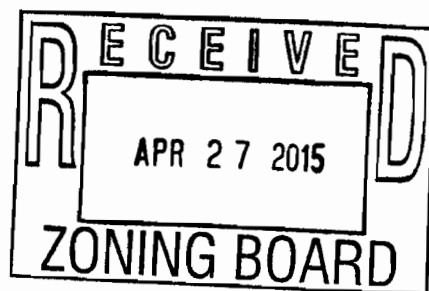


MEMORANDUM

**Date:** April 25, 2105 (For April 29, 2015 ZBA Meeting)  
**To:** Zoning Board of Appeals  
**From:** Deputy Town Engineer  
**Re:** Sunshine Children's Home and Rehab Center – Supplemental Application for Amended Special Permit Approval and Area Variances - 15 Spring Valley Road - Section 79.16, Block 1, Lot 1



I have performed a review of the plans and associated stormwater report as referenced in a cover letter dated March 27, 2015 as prepared by DelBello Donnellan Weingarten Wise & Weiderkehr, LLP and response memorandum dated March 25, 2015 as prepared by VHB Engineering, PC, in which I have the following comments:

**Stormwater Comments:**

- ST1. The Adjusted Required Water Quality Volume (WQv) used for the design of the proposed underground sand filter and porous pavement is based upon contributing drainage areas which are composed of naturally wooded areas, which is considered a conservation area by the applicant. Therefore, the applicant should provide maps which clearly indicate the conservation areas for each respective contributing drainage area used for the design of the underground sand filter and porous pavement.
- ST2. According to Section 5.1.1 (Preservation of Undisturbed Areas) of the NYSDEC Stormwater Management Design Manual, the conservation areas, as mentioned in comment ST1 should be managed and protected; in which the following should be performed: and/or submitted:
- i. Conservation areas should be incorporated into the site development plans and clearly marked on the construction / grading plans to ensure that construction activities are kept out of the conservation areas
  - ii. The boundaries of each conservation area should be mapped by carefully determining the limit which should not be crossed by construction activity
  - iii. Once established the conservation areas must be protected during construction and protected after construction by a legally enforceable deed restriction, conservation easement or maintenance agreement.

Therefore, it is recommended that the applicant provide either one of the following documents: i) deed restriction; ii) conservation easement; iii) maintenance agreement in recordable form satisfactory to Town Counsel and approved by the Town Board.

- ST3. The applicant should provide deep test holes and percolation test data in accordance with NYS DEC Stormwater Management Design Manual (Appendix D – Infiltration Testing Requirements), within the location of the proposed permeable pavers to insure proper WQv infiltration within a 48-hour period.
- ST4. The applicant should provide additional deep test holes at the location of the two (2) proposed detention basins (Detention Pond 1 & Detention Pond 2) to ensure that the proposed bottom of the pond will not be affected by groundwater.

- ST5. The Grading and Drainage Plan (C-4) and Utility Plan (C-5) should show a comprehensive stormwater conveyance system, which will demonstrate that the entire roof runoff will be collected in and along the perimeter of the proposed building footprint and be conveyed to Proposed Detention Pond 1. The conveyance system shall indicate all manholes, length of piping, type of pipe, diameter and slope.
- ST6. The applicant is proposing to utilize Contech CDS Units for water quality treatment at Study Point B. However, the SWPPP design approach is based upon a new development project as opposed to a redevelopment project. Therefore, the water quality volume should be treated with an acceptable structural stormwater management practice in accordance with Chapter 6 of the NYSDEC Stormwater Management Design Manual.
- ST7. Please provide the correct limits of disturbance as either 8.5 acres, as indicated in section D.1.b of the EAF or 7.8 acres, as indicated on page 8 of the SWPPP and page 12 of the Planning Report. In either case, the total area of disturbance exceeds the maximum allowed area of 5 acres as established by the NYSDEC. Therefore, the applicant should submit for review a comprehensive Construction Sequence and Phasing Plan along with an acceptable Erosion and Sedimentation Control Plan in accordance with the NYSDEC Rules and Regulations (Blue Book) regarding the maximum area of disturbance, which should not exceed 5 acres during any one phase of land clearing and disturbance activities.
- ST8. According to Section 108A-9 C and E under Maintenance, inspection and repair of stormwater facilities. Prior to the issuance of any approval that has a stormwater management facility; the applicant must execute a formal stormwater maintenance agreement and access easement that shall be binding on all subsequent landowners served by the stormwater management facility. The stormwater maintenance agreement and access easement shall be in a form satisfactory to Town Counsel and shall be recorded in the Office of the County Clerk as a deed restriction on the property and approved by the Town Board. Therefore, it is recommended that the applicant provide the required maintenance agreement and access easement in accordance with Section 108A-9 C and E as mentioned above.
- ST9. According to Section 108A-11 A and B under Performance guarantee; recordkeeping. The Town in its approval of the stormwater pollution plan may require the applicant to provide, prior to construction, a performance bond, cash escrow, or irrevocable letter of credit, which guarantees satisfactory completion of the project and names the Town of New Castle as the beneficiary. Also, the Town may require the applicant to provide, prior to construction, with an irrevocable letter of credit from an approved financial institution or surety to ensure the proper operation and maintenance of all stormwater management and erosion control facilities both during
- ST10. The applicant should submit a completed Stormwater Management and Erosion and Sediment Control (Chapter 108A) application and associated fee in the amount of \$750.00 dollars.
- ST11. Since more than one-acre (1) of disturbance is proposed, the applicant must demonstrate that they have obtained coverage from the NYSDEC under GP-0-15-002, including a Full SWPPP (Erosion & Sedimentation and Post Construction Stormwater Control Plan).
- ST12. The peak flows (CFS) at Design Point Y (358.56 CFS) and Z (862.26 CFS) for the 10% Rule Downstream Analysis (Proposed Conditions with BMP's) for the 100-year rainfall (P=9.00") as shown in Attachment G2 HydroCad Output are greater than the peak flows at the Design Point Y (349.53 CFS) and Z (846.79 CFS) for the 10% Rule Downstream Analysis (Proposed Conditions without BMP's). Please explain the reasoning behind the increase in peak flows at the two (2) design points.

**Steep Slopes Comments:**

- SS1. The applicant should provide a narrative which should include a detailed discussion regarding potential blasting operations and any relevant local and state guidelines that would be followed during blasting.
- SS2. The applicant should provide a narrative which describe quantities (cut and fill) and locations of blasting and associated techniques that would be utilized in order to minimize or avoid impacts from blasting operations.

**General Comments:**

- G1. Based upon a review of the Planning Report and EAF – Part 1, the applicant is proposing to increase the existing bedroom count of 54 beds to a total of 122 beds. This will increase the wastewater flow from an existing design flow of 9,960 gallon/day to a proposed design flow of 22,550 gallons/day, which presently is conveyed through a privately owned sewage disposal system which connects into the Town of Ossining Sewer District. The private sewage disposal system consists of a pump station and approximately 2,900 feet of 4-inch sanitary sewer force main, which runs along Cedar Lane and connects into a SMH located at the intersection of Cedar Lane and White Birch Lane. Therefore, the applicant should provide a Design Report based upon the increased wastewater flows created by the additional beds, which will provide the necessary upgrades to the existing pumps, control panel and backup generator have the capacity to handle the increased flows.
- G2. For your information and use, I have attached copies of the following with regard to the extension of the Westchester County Ossining Sanitary Sewer District to encompass the subject property:
  - i. Town of New Castle Town Board Resolution dated January 6, 1997
  - ii. Agreement between the Town of New Castle, Town of Ossining and the former Friedman Rehabilitation Institute dated September 15, 1993
  - iii. Easement Agreement dated April 13, 1995

Based upon the proposed design flows, the Agreement may have to be modified. With that being said, I will defer to Town Counsel regarding this matter.

- G3. Due to the extensive amount of construction activity in which trucks will be entering Spring Valley Lane, the applicant should obtain a Highway Work permit from the Department of Public Works. The application should include a narrative that describes the Maintenance and Protection of Traffic (MPT) Plan that would be implemented during construction.
- G4. Provide sight line profiles along the driveway and at the driveway entrance onto Spring Valley Road, in order to determine if any re-grading is necessary for the establishment of the required minimum sight lines.
- G5. Provide structural drawings and design report for the proposed stone retaining walls which demonstrates that the retaining walls as designed meet the minimum factors of safety for overturning, sliding and bearing capacity.
- G6. The Emergency Maneuvering Plan (Drawing No. C-13) depicts a fire truck entering the site at the driveway entrance onto Spring Valley Road and circulating counterclockwise around the perimeter of the proposed building. However, the maneuvering plan also shows the fire truck

exiting the subject property in a southerly direction over and across the property owned by the Town of Ossining (Cedar Lane Park). Therefore, it is recommended that applicant demonstrate that the emergency access road, over and across Cedar Lane Park, would allow for the safe access (gradient) and that the roadway itself is capable of supporting the wheel loading created by the fire truck. (HS-25). The applicant should provide maps showing the access route.

- G7. The applicant should provide an engineer's cost estimate for all site related items in order to determine the performance bonding and associated 3% inspection fee.
- G8. Provide profiles for the proposed drainage improvements, which indicate the type, size and slope of pipe.
- G9. The following notes shall be added to the plans:
- G10. The following notes shall be placed on the site plan:
- a) Prior to the issuance of a building permit, the entire clearing/grading limits shall be field staked as per the approved site plan and delineated with snow fencing and/or appropriate erosion controls. Contact **Steve Coleman at 914-238-7278** to schedule and inspection.
  - b) Clearing and grading limit lines shall be clearly delineated in the field throughout the construction period and no encroachment beyond these limits by workers or machinery shall be permitted.
  - c) The Town must witness all deep test holes. Contact **Jonathan Arneth – Civil Engineering Technician at 914-238-1429** at least 48 hours in advance in order to schedule an inspection.
  - d) Prior to the backfilling of any storm water best management practices, the Building/Engineering Department shall be notified at least 48 hours in advance in order to schedule an inspection. **Contact Jonathan Arneth - Civil Engineering Technician at 914-238-1429.**
  - e) No drainage piping shall be installed within 25 linear feet of the existing on-site wastewater system nor shall any proposed drainage be located within 50 linear feet of the existing on-site wastewater system and 100% expansion area.
  - f) Each contractor and subcontractor identified in the SWPPP and/or successor or substituted contractor or subcontractor who will be involved in soil disturbance and/or storm water management practice installation shall provide proof that training and/or certification in proper erosion and sedimentation control practices has been obtained.
  - g) Upon completion of the project an as-built survey will be submitted showing all improvements including the location of all storm water structures and associated piping, patios, driveway grade (centerline profile), miscellaneous improvements etc.

- h) At the Completion of Construction, a Notice of Termination (NOT) form shall be completed and submitted to the Department. The Termination Letter shall be submitted to the Town of New Castle Designated MS4 Official prior to Final Site Approval in accordance with NYSDEC Permit GP 0-10-001. **Contact Robert J. Cioli, P.E. - Deputy Town Engineer at 914-238-7279.**
- i) At completion, the applicant's engineer shall submit a **“Certificate of Construction Compliance”** and **“As-Built Section”** for the retaining walls which will certify that the retaining wall has been constructed in accordance with the approved plans on file with the Deputy Town Engineer.
- j) All work regarding footing/foundations for all site related retaining walls shall remain accessible and exposed until inspected by the Building/Engineering Department. The Development Department shall be notified at least 48 hours in advance in order to schedule a footing/foundation Inspection. **Contact Jonathan Arneth – Civil Engineering Technician at 914-238-1429.**

cc: Sabrina Charney Hull, AICP – Director of Planning  
William Maskiell, CEO – Building Inspector  
Mark P. Weingarten, ESQ  
Michael Junghans, P.E., VHB Engineering, Inc.  
Bonnie Von Ohlsen, VHB Engineering, Inc.  
Ari Friedman

FILES: ZONING.BOARD.MEMOS / sunshine.childrens.home.15.spring.vallet.road.review.no.1.april.2015

EXTRACT OF A REGULAR MEETING  
OF THE TOWN BOARD  
OF THE TOWN OF NEW CASTLE  
CHAPPAQUA, NEW YORK  
HELD ON JANUARY 6, 1997

PRESENT: Clinton B. Smith, Supervisor  
Marion S. Sinek, Council Member  
Janet L. Wells, Council Member  
Kenneth J. Novenstern, Council Member  
Richard Laster, Council Member

Council Member Sinek moved, seconded by Council Member Laster, for adoption of the following resolution:

WHEREAS, the Friedman Rehabilitation Institute for Children, Inc. (the "Friedman Institute") is the owner of property located in the Town of New Castle on Spring Valley Road and which property is identified as Section 1, Sheet 2, Lot 67A on the New Castle tax map (the "Property"); and

WHEREAS, an emergency condition existed at the Friedman Institute property with regard to a failing septic system; and

WHEREAS, to correct this emergency condition, the Friedman Institute entered into an agreement with the Town of New Castle (the "Town") and the Town of Ossining ("Ossining") dated September 15, 1993 whereby the Town and Ossining granted permission to the Friedman Institute to connect its sanitary waste system to the public sewer located within the Stormytown Sewer District in Ossining; and

WHEREAS, the Friedman Institute constructed a sewage disposal system which was connected to the Stormytown Sewer District; and

WHEREAS, Westchester County has mandated that the Friedman Institute extend the Westchester County Ossining Sanitary Sewer District to encompass the Property in order to properly assess sewer collection and treatment charges for use of the County Sewer facilities; and

WHEREAS, the Friedman Institute has submitted a petition to the Town Board of the Town (the "Town Board") requesting that the Town Board petition the County Executive of Westchester County to extend the Westchester County Ossining Sanitary Sewer District (the "District") to include the Property; and

WHEREAS, the Town Board has agreed to request the extension of the District to include the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby petitions the County Executive of Westchester County to extend the District to include the Property within the District.

AND BE IT FURTHER RESOLVED that this Petition for extension of the District is for sole purpose of allowing Westchester County to assess charges against the Property, is made with the understanding that the Friedman Institute is not changing the use of the Property or increasing the use or the number of connections to the public sewer, does not represent any consent to any other extension of the District or any change in use of the Property, and does not waive, abrogate, alter, or amend any provision of the Town's underlying agreement with the Friedman Institute dated September 15, 1993.

BE IT FURTHER RESOLVED, that this petition is conditioned upon any and all costs in connection with obtaining the extension from Westchester County will be borne solely by the Friedman Institute and at no cost to the Town, and that the Friedman Institute shall provide all necessary documentation, maps and other work in connection with the extension of the Westchester County Ossining Sanitary Sewer District.

VOTE:        AYES        ALL

STATE OF NEW YORK        )  
COUNTY OF WESTCHESTER )ss.:

I, CAROLINE W. CORWIN, Town Clerk of the Town of New Castle, do hereby certify that the above is a true transcript of the original as adopted by the Town Board at its meeting held on the 6th day of, January 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Town of New Castle this 9th day of January, 1997.

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Caroline W. Corwin,  
Town Clerk

THIS AGREEMENT, made as of this 15<sup>th</sup> day of July, 1993, by and between the Town of New Castle, a municipal corporation of the State of New York, having an office and place of business at 200 South Greeley Avenue, Chappaqua, New York 10514 ("NEW CASTLE"), the Town of Ossining, a municipal corporation of the State of New York, having an office and place of business at 16 Croton Avenue, Ossining, New York 10562 ("OSSINING") and the Friedman Rehabilitation Institute for Children, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and place of business at Spring Valley Road, Ossining, New York 10562 ("FRIEDMAN").

WHEREAS, FRIEDMAN owns and operates a children's rehabilitation center located on Spring Valley Road in NEW CASTLE which is approximately one hundred fifty (150') feet from the OSSINING town line and is identified on the NEW CASTLE Tax Assessment Map as Section 1, Sheet 2, Lot 67A (the "PROPERTY"); and

WHEREAS, FRIEDMAN has advised NEW CASTLE and OSSINING that an emergency condition exists at the PROPERTY with regard to a failing septic system; and

WHEREAS, the only viable alternative is to connect FRIEDMAN'S sanitary waste to the public sewer located within the Stormy Town Sewer District (the "DISTRICT") in OSSINING, there being no available sewer district in NEW CASTLE; and

WHEREAS, FRIEDMAN has requested permission from NEW CASTLE and OSSINING to construct a sewage disposal system to carry sewage from the PROPERTY through a sewer line to be installed along Cedar Lane and connected to the DISTRICT at the existing manhole located at the intersection of Cedar Lane and White Birch Drive ("SEWER LINE"); and

WHEREAS, the sewage disposal system will include a pump station to be constructed on the PROPERTY, the SEWER LINE and all appurtenances necessary to make the system operational (the "FACILITY") as shown on the survey attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the design flow for the proposed SEWER LINE will be Ten Thousand (10,000) gallons per day; and

WHEREAS, the SEWER LINE will run approximately one hundred fifty (150') feet from the pump station located on the PROPERTY to the NEW CASTLE-OSSINING town line and approximately two thousand five hundred (2,500') feet within OSSINING; and

WHEREAS, FRIEDMAN shall construct, at its sole cost and expense, the FACILITY; and



WHEREAS, the Town Board of OSSINING determined that it would be the lead agency for the review of the proposed construction of the FACILITY, that the proposed action would not have a significant effect on the environment, and that based upon the information provided by FRIEDMAN to the lead agency, a negative declaration would be appropriate in accordance with the requirements of the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, NEW CASTLE agrees with and accepts the findings by OSSINING pursuant to SEQRA; and

WHEREAS, all appropriate Westchester County agencies have waived jurisdiction involving the FACILITY proposed by FRIEDMAN; and

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, the parties agree as follows:

1. NEW CASTLE and OSSINING hereby grant permission to FRIEDMAN to construct the FACILITY along Cedar Lane and White Birch Drive in NEW CASTLE and OSSINING as shown on the survey attached hereto as Exhibit "A". The FACILITY shall be constructed in compliance with the plans and specifications prepared by Cronin & Associates, P.E.,P.C. ("CRONIN"), dated February 6, 1992. The plans and specifications are attached hereto and made a part hereof as Exhibit "B". FRIEDMAN, NEW CASTLE and OSSINING hereby acknowledge receipt of conformed copies of the plans and specifications. The plans and specifications for the FACILITY shall comply with all applicable Federal, State, County and Town codes and are subject to the written approval of the Town Engineer and the Commissioner of Public Works for NEW CASTLE and OSSINING.

The permission hereby granted is accepted by FRIEDMAN subject to the following terms and conditions:

- a. FRIEDMAN shall not interfere with or disturb any presently existing above ground or underground services or facilities.
- b. The construction of the FACILITY shall be in accordance with all applicable safety rules and regulations so as not to constitute a nuisance or hazard to persons or property, and shall be in compliance with all applicable statutes, laws, ordinances, codes, rules, regulations and orders of any governmental office, agency, board, commission or other body having jurisdiction. FRIEDMAN shall, at its sole cost and expense, obtain all permits and approvals required from all Federal, State, County, Municipal and other governmental agencies and boards

7/19/93/NP

a:\Friedman\Agreement.sev

having jurisdiction, including without limitation, the Westchester County Health Department, the New York State Department of Health and the New York State Department of Transportation, and shall cause the work to be completed and the FACILITY to be in operation within one (1) year from the date of this AGREEMENT. If construction is not completed and the FACILITY is not operating within said one (1) year period, any additional or further work will require re-approval by NEW CASTLE and OSSINING.

- (i). Notwithstanding the preceding paragraph, FRIEDMAN shall not be required to obtain re-approval from NEW CASTLE and OSSINING if FRIEDMAN'S completion of the work and the making of the FACILITY operational within one (1) year from the date of this AGREEMENT is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of FRIEDMAN and which by FRIEDMAN'S exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, FRIEDMAN shall resume its performance as soon as reasonably possible and such one (1) year period shall be extended to the extent of such delay. FRIEDMAN'S financial inability to perform shall not be deemed an event of cause hereunder.
- c. Upon completion of the construction of the FACILITY, FRIEDMAN shall restore the surface of all land disturbed by or in connection with the work performed hereunder to a condition equal to the condition which existed at the time such work was started in accordance with the plans and specifications.
- d. FRIEDMAN shall assume all risk relating to the FACILITY, including the design, construction, installation, repair, maintenance and use by FRIEDMAN and FRIEDMAN shall be solely responsible for any and all accidents and injuries to persons and property (including death). FRIEDMAN shall indemnify and hold harmless NEW CASTLE and OSSINING, its officers, employees and agents from and against any and all liability, damage, claims, loss, demands, costs, judgments, fees or reasonable attorneys' fees arising from or in any way related to the design, construction, installation, repair, maintenance or use of the FACILITY or the performance or failure to perform hereunder by FRIEDMAN or third parties under the direction or control of FRIEDMAN. FRIEDMAN shall provide defense for and defend, at its sole cost and expense, any

and all claims, demands or causes of action arising from or in any way related to the design, construction, installation, repair, maintenance or use of the FACILITY and to bear all other costs and expenses related thereto.

- e. FRIEDMAN shall pay the entire cost of construction of the FACILITY and for all costs and expenses relative to services provided by CRONIN.
- f. FRIEDMAN shall require CRONIN to monitor all construction phases of the FACILITY to assure to NEW CASTLE and OSSINING that the work is being performed in accordance with the plans and specifications. Upon completion of the FACILITY, CRONIN shall submit to the Town Engineers of OSSINING and NEW CASTLE, acceptable "as-built" drawings and certify that the work has been installed and tested in accordance with the approved plans and specifications. FRIEDMAN shall also require CRONIN to deliver any necessary certifications from all federal, state, county, municipal and other governmental agencies and boards having jurisdiction of this project, including without limitation, the Westchester County Health Department, the New York State Department of Health and the New York State Department of Transportation. Upon acceptance of such certifications, the Town Engineers of OSSINING and NEW CASTLE shall inspect the FACILITY and issue a certificate of final completion.
- g. FRIEDMAN shall maintain records satisfactory to OSSINING with regard to the amount of sewage flow being pumped into the DISTRICT sewer facilities as well as a record of water flow being used and consumed by FRIEDMAN. The DISTRICT shall accept the sewage from FRIEDMAN into its system for collection and treatment in exchange for the payment of fees based upon the measured water flow onto the PROPERTY from FRIEDMAN'S wells at a rate to be determined by the DISTRICT. Any sewer charges or fees shall be paid within sixty (60) days of the date of written invoice to FRIEDMAN. If FRIEDMAN does not pay all sewer charges and fees within sixty (60) days of written invoice, then, the outstanding balance shall become a lien on the PROPERTY.
- h. The FACILITY shall at all times remain privately owned by FRIEDMAN.
- i. FRIEDMAN shall comply fully with the SEQRA.

2. FRIEDMAN shall maintain the FACILITY, at its sole cost and expense, in order to insure that it is in good operating condition at all times. FRIEDMAN shall make all necessary repairs to the FACILITY, at its sole cost and expense, in order to insure that it remains in good operating condition at all times. All repairs shall be of quality or class equal to the original materials and construction. If FRIEDMAN does not maintain the FACILITY in good operating condition and if FRIEDMAN does not proceed with due diligence to make the necessary repairs, then, on fifteen (15) days written notice, either OSSINING or NEW CASTLE may undertake the necessary repairs or maintenance with respect to the portion of the FACILITY in that town at the sole cost and expense of FRIEDMAN. The costs and expenses associated with the aforesaid shall be reasonable and shall include costs of labor, materials, supervision, engineering, design and attorney's fees. If FRIEDMAN does not pay all costs and expenses within sixty (60) days of written notice, then, the outstanding balance shall become a lien on the PROPERTY. OSSINING and NEW CASTLE shall have the right, without notice, to perform emergency repairs to the portion of the FACILITY located within its town, at FRIEDMAN'S sole cost and expense, provided the costs and expenses are reasonable under the circumstances. If FRIEDMAN does not pay all costs and expenses associated with any emergency repairs within sixty (60) days of written notice, then, the outstanding balance shall become a lien on the PROPERTY. OSSINING and/or NEW CASTLE shall notify FRIEDMAN as quickly as possible concerning the emergency repairs. FRIEDMAN shall grant an easement to NEW CASTLE and OSSINING in the form attached hereto as Exhibit "C". The easement shall be granted prior to the issuance of any road opening permit, shall be cross referenced to the deed to the PROPERTY, and shall be recorded in the office of the Westchester County Clerk, Division of Land Records. The easement shall provide for all necessary access to the FACILITY located outside of the public right of way in order for the NEW CASTLE and OSSINING officials to undertake necessary repairs and maintenance if required.

3. Prior to the commencement of any work or the issuance of any permits by OSSINING or NEW CASTLE, FRIEDMAN or its contractor shall provide evidence of insurance satisfactory to NEW CASTLE and OSSINING to cover all risks of damage or injury to persons or property and naming OSSINING and NEW CASTLE as additional insureds. The insurance shall cover FRIEDMAN and all of its contractors, sub-contractors and suppliers whether the liability arises on or off the PROPERTY. FRIEDMAN shall provide the following insurance until all work required to construct the FACILITY is completed:

- a. Comprehensive General Liability including: premises operations (coverage for explosion, collapse and underground hazards is to be included when the work to be performed involves blasting or explosion; moving,

shoring, underpinning, raising or demolishing of any structure; grading of land, paving, excavating, drilling, borrowing, filling, pile driving, caisson work).

b. Contractor's Protective Liability

- (i) Premises - Operations.
- (ii) Broad for Contractual.
- (iii) Independent Contractor and Subcontractor.
- (iv) Products and Completed Operations.

c. Workers' Compensation

Certificate Form C-105.2 or State Fund Insurance Company Form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board Form DB-120 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "all locations in Westchester County, New York". (Where the Contractor claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, a temporary permit may be issued if the employer completes Form C-105 in duplicate.) A copy of Form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report. If the Contractor is self-insured for Workers' Compensation, he should present a certificate from the New York State Workers' Compensation Board evidencing the fact he has Employees' Liability with a minimum limit of \$100,000.

d. General Liability Insurance:

Personal Injury (Including death)	\$1,000,000	Each Person
	1,000,000	Each Occurrence
	2,000,000	Annual Aggregate applying only to Complete Operations and Products
Property Damage (Broad form)	\$1,000,000	Each Occurrence
	1,000,000	Annual Aggregate applying separately to Operations; Contractual, Pro- tective, Completed Operations and Products

e. Comprehensive Automobile Liability

Including Owned, Non-Owned and  
Hired Vehicles:

Bodily Injury	\$1,000,000	Each Person
(Including death)	2,000,000	Each Occurrence
Property Damage	500,000	Each Occurrence

f. Owner's Protective Liability

Personal Injury	\$1,000,000	Each Person
(Including death)	2,000,000	Each Occurrence
Property Damage	1,000,000.00	Each Occurrence
	1,000,000.00	Annual Aggregate

The insurance policy or policies shall provide that OSSINING and NEW CASTLE shall receive written notice thirty (30) days prior to cancellation or material change to the policy.

The insurance requirements shall not be construed to conflict with, or otherwise limit, the obligations of FRIEDMAN as stated in this AGREEMENT concerning indemnification.

The insurance policy or policies shall contain the following:

- a. Insurers shall have no right to recovery or subrogation against NEW CASTLE or OSSINING (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- b. The insurance company issuing the policy or policies shall have no recourse against NEW CASTLE and OSSINING (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- c. Any and all deductibles relating to the above-described insurance policies shall be assumed by FRIEDMAN and its Contractor.

4. Prior to commencement of construction or issuance of any approvals by NEW CASTLE or OSSINING, FRIEDMAN shall deliver a performance bond by a surety or a letter of credit issued by a bank satisfactory to NEW CASTLE and OSSINING in the amount of the full

estimated cost of construction of the FACILITY, as such costs may be estimated by the NEW CASTLE and OSSINING Town Engineers, respectively.

5. FRIEDMAN agrees that no further connections to the SEWER LINE will be permitted, except as may be expressly authorized by both OSSINING and NEW CASTLE, which determination shall be in the sole and exclusive discretion of those municipalities.

6. In the event FRIEDMAN defaults in the performance of any term, condition or covenant herein contained, NEW CASTLE and/or OSSINING, shall give FRIEDMAN written notice to cure the default within thirty (30) days of said notice, or if such cure cannot be completed within said thirty (30) days, FRIEDMAN must commence the appropriate action to cure said default within said thirty (30) day period and thereafter diligently pursue same to completion. If the default is not cured or diligently pursued by FRIEDMAN within the aforestated period and NEW CASTLE and/or OSSINING has/have not extended the cure period, then NEW CASTLE and/or OSSINING shall have the right to pursue all legal remedies and the cost to cure and the expense of any such pursuance of legal remedies shall be liens on the PROPERTY. In addition, if such default remains uncured prior to the commencement of operation of the FACILITY, then NEW CASTLE and/or OSSINING shall have the right to terminate this AGREEMENT and/or any permit(s) issued in accordance herewith.

7. FRIEDMAN shall not assign, sublet, subcontract or otherwise dispose of its rights, obligations, responsibilities or duties herein without the prior written consent of NEW CASTLE and OSSINING, which shall not be unreasonably withheld or delayed, nor shall the subsequent sale or lease of the PROPERTY operate to transfer FRIEDMAN'S rights, obligations, responsibilities, duties or any privilege herein. No assignment, subletting or other such disposition, either with or without such consent of NEW CASTLE and OSSINING, shall serve to relieve FRIEDMAN of its obligations hereunder unless and until the assignee executes, in a form acceptable to NEW CASTLE and OSSINING, an Assignment and Assumption Agreement, thereby obligating the assignee to perform all of the terms, covenants and responsibilities of FRIEDMAN contained in this AGREEMENT. In addition, if requested by NEW CASTLE and OSSINING, a Memorandum reflecting the Assignment and Assumption Agreement shall be recorded, at FRIEDMAN'S expense, in the Westchester County Clerk's Office, Division of Land Records.

In the event FRIEDMAN, its successors and/or assigns ceases operating on the PROPERTY a medical facility providing medical, nursing and rehabilitative care to its patients relative to the treatment of chronic illnesses or a similar medical facility, exclusive of a use devoted solely or predominately to medical offices, then, NEW CASTLE and/or OSSINING shall have the right to

terminate this AGREEMENT and /or any permit(s) issued in accordance herewith and OSSINING shall have the right to discontinue its acceptance of sewerage from the PROPERTY.

8. FRIEDMAN shall not discharge into the DISTRICT, in any manner, any hazardous, toxic or radioactive wastes or any other materials, substances or wastes prohibited by the County Environmental Facilities Sewer Ordinance No. 1, as set forth in Chapter 824 of the Laws of Westchester County, or the applicable provisions of any State, Federal or local law and any and all amendments and additions thereto.

9. FRIEDMAN shall, at its sole cost and expense, procure and maintain in full force and effect all permits, licenses and approvals from all governmental authorities having jurisdiction required for the lawful operation of the FACILITY. FRIEDMAN shall comply with all applicable Federal, State and local laws, rules, regulations and orders, including, but not limited to, the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

10. The Town Engineers of NEW CASTLE and OSSINING, and their authorized representatives, shall be permitted entry onto the PROPERTY and into any building or structure which is part of the FACILITY for the purpose of inspecting, observing and monitoring any aspect of the FACILITY operations. FRIEDMAN shall also permit inspection of the FACILITY by any Federal, State, County or Municipal officer having jurisdiction. FRIEDMAN, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection. If FRIEDMAN has not formally initiated legal proceedings challenging the violation or the violation has not been removed within thirty (30) days of the date of the violation or the appropriate action has not been commenced to remove the violation if same cannot be removed within thirty (30) days, then, NEW CASTLE and OSSINING may undertake to remove the violation with respect to the portion of the FACILITY in that town at the sole cost and expense of FRIEDMAN. The costs and expenses associated with the aforesaid shall be reasonable and shall include costs of labor, materials, supervision, engineering, design and attorney's fees. If FRIEDMAN does not pay all costs and expenses within thirty (30) days of written notice, then, the outstanding balance shall become a lien on the PROPERTY.

11. Any notice, demand, request, submission, approval, disapproval, consent or other communication or document ("Notice"), which, under the terms of this AGREEMENT must or may be given, delivered, served or made upon the parties hereto, must be in



writing and must be given or made by personal delivery or by registered or certified mail, return receipt requested or by overnight carrier, such as Federal Express:

To NEW CASTLE: Commissioner of Public Works  
Town of New Castle  
200 South Greeley Avenue  
Chappaqua, New York 10514, and

Town Engineer  
Town of New Castle  
200 South Greeley Avenue  
Chappaqua, New York 10514, and

with a copy to: Town Attorney  
Town of New Castle  
200 South Greeley Avenue  
Chappaqua, New York 10514, and

To OSSINING: Town Engineer  
Town of Ossining  
16 Croton Avenue  
Municipal Building  
Ossining, New York 10562

with a copy to: Town Attorney  
Town of Ossining  
16 Croton Avenue  
Municipal Building  
Ossining, New York 10562

To FRIEDMAN: Administrator  
Friedman Rehabilitation Institute  
for Children, Inc.  
P. O. Box 568  
Spring Valley Road  
Ossining, New York 10562

with a copy to: Pirro & Monsell, P.C.  
140 Grand Street  
Suite 701  
White Plains, New York 10601

or to such other addresses as the parties hereto may designate in writing.

Any Notice given hereunder personally shall be deemed delivered upon receipt. Notices by mail shall be deemed given on the earlier of the date of receipt or the date of attempted delivery as evidenced by return receipt.

12. The failure of NEW CASTLE and OSSINING to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. Acceptance by NEW CASTLE and OSSINING of payment of any fee due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by NEW CASTLE and OSSINING of any provision hereof shall be implied.

13. FRIEDMAN expressly agrees:

- a. That in the hiring of employees for the performance of work under this license or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and
- b. That neither FRIEDMAN nor any of its officers, agents, employees, contractors or subcontractors or any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this license on account of race, creed, color, sex, age, physical disability or national origin.

14. This AGREEMENT and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

15. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

16. The parties hereto shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this AGREEMENT.

17. This AGREEMENT may be executed in several counterparts or by counterpart signature pages, and all so executed shall constitute one agreement, binding on all parties hereto,

notwithstanding that all parties are not signatory to the original or the same counterpart or counterpart signature pages.

18. This AGREEMENT shall be executed in recordable form and recorded as an encumbrance against the PROPERTY.

19. This AGREEMENT and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of New York.

20. This AGREEMENT shall inure to the benefit of and shall bind the parties hereto, their successors and permitted assigns.

21. The invalidity or unenforceability of any provision of this AGREEMENT in a particular respect shall not affect the validity and enforceability of any other provisions of this AGREEMENT or of the same provision in any other respect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date and year first above written.

APPROVED:

*William J. Kelly, Jr.*  
*William J. Kelly, Jr.*  
Town Attorney

TOWN OF NEW CASTLE

BY: *Marianne M. Kehu*

APPROVED:

*Joseph J. Milone*  
Town Attorney

TOWN OF OSSINING

BY: *Wm E Blin*

FRIEDMAN REHABILITATION INSTITUTE  
FOR CHILDREN, INC.

BY: *Dawn Kasparian*  
Dawn Kasparian, Administrator

ACKNOWLEDGEMENT - TOWN OF NEW CASTLE

STATE OF NEW YORK )  
 COUNTY OF WESTCHESTER ) SS.:

On the 15th day of September, 1993, before me personally came MARIONNA M. TOWN to me known, who being by me duly sworn, did depose and say that she resides at 56 Spence Lane Chappaqua New York; that she is the Supervisor of the Town of New Castle, the municipal corporation described in, and which executed the foregoing instrument and that she signed his name thereto pursuant to Order of the Town Board of the Town of New Castle.

Kathryn A. Meyer  
 Notary Public

KATHRYN A. MEYER  
 Notary Public, State of New York  
 No. 4973071  
 Qualified in Westchester County  
 Commission Expires October 9, 1994

ACKNOWLEDGEMENT - TOWN OF OSSINING

STATE OF NEW YORK )  
 COUNTY OF WESTCHESTER ) SS.:

On the 25th day of Oct., 1993, before me personally came William E. Burton to me known, who being by me duly sworn, did depose and say that he resides at 56 Sherwood Ave Ossining, NY; that he is the Supervisor of the Town of Ossining, the municipal corporation described in, and which executed the foregoing instrument and that he signed his name thereto pursuant to Order of the Town Board of the Town of New Castle.

Marie A. Loney  
 Notary Public

Marie A. Loney  
 Notary Public, State of New York  
 No. 4973071  
 Qualified in Westchester County  
 Commission Expires October 9, 1994

ACKNOWLEDGEMENT - FRIEDMAN INSTITUTE

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) .ss:

On the, 17<sup>th</sup> day of September, 1993, before me personally came Dawn Kasparian, to me known and known to me to be the Administratrix of Friedman Behak chat from Chelton, the corporation described in and which executed the within instrument; who, being by me duly sworn, did depose and say that the said Dawn Kasparian resides at 37 Sahara Lane New Rochelle NY, that she is the Administratrix of said corporation and that she executed the foregoing instrument on behalf of said corporation, and that she signed his name thereto by like authority and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the Secretary of State of the State of New York.

KIP KONIGSBERG  
Notary Public, State of New York  
No. 4832560  
Qualified in Westchester County  
Commission Expires Feb 28, 1993

[Signature]  
Notary Public

# TOWN OF OSSINING

MUNICIPAL BUILDING

16 CROTON AVENUE  
OSSINING, N.Y 10582  
941-762-8428  
FAX 762-7710

MARIE A. FUESY  
TOWN CLERK



ESTABLISHED 1845

## SEWERS - FRIEDMAN REHABILITATION INSTITUTE

RESOLVED, that the Town Board of the Town of Ossining authorizes the Supervisor to sign an agreement with the Town of New Castle and the Friedman Rehabilitation Institute for Children, Inc., Spring Valley Road, Ossining, Town of New Castle, to allow the construction of a sewer line through the Town of Ossining to the connection at the existing manhole located at the intersection of Cedar Lane and White Birch Drive in the Storaytown Sewer District at no cost or expense to the Town of Ossining and subject to the receipt of and filing of all necessary documents to the satisfaction of the Town Attorney.

STATE OF NEW YORK  
COUNTY OF WESTCHESTER } SS:  
TOWN OF OSSINING

(SEAL)

Town Board Resolution—Certificate No. 337. Williamson Law Book Co., Rochester, N. Y. 1461

I, Constance G. Alfini, Deputy, Town Clerk of the Town of Ossining, Westchester County, New York DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of Ossining at a meeting of said Board held on the 24 day of August 1993, and that the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in my office.

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that William Burton, Supervisor, and Susan Poverman, Edward Wheeler, Michael O'Connor and Geoffrey Harter Councilmen were present at such meeting, and NO ONE was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Ossining this 31st day of August 1993.

Constance G. Alfini  
Town Clerk

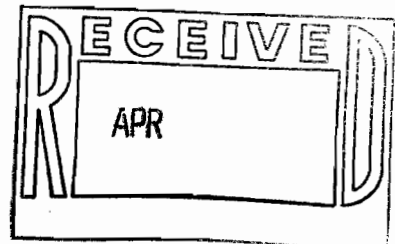
EASEMENT AGREEMENT

AGREEMENT made this 13<sup>th</sup> day of April 1995 between FRIEDMAN REHABILITATION INSTITUTE FOR CHILDREN, INC., with offices at Spring Valley Road, Ossining, New York, 10562 (hereinafter referred to as the "OWNER") and the TOWN OF NEW CASTLE, a municipal corporation of the State of New York, with its Town Hall at 200 South Greeley Avenue, Chappaqua, New York 10514 (hereinafter referred to as the "TOWN");

WHEREAS, the OWNER is the owner in fee simple of lands hereinafter described and acquired by deed, dated November 21, 1966, and filed in the Westchester County Clerk's Office, Division of Land Records in Liber 6670 of Deeds, at Page 393; and designated on the Tax Map of the Town of New Castle as Section 1, Sheet 2, Lot 67A (the Premises"); and

WHEREAS, by agreement dated as of September 15, 1993, the OWNER was permitted, subject to certain conditions and requirements, to construct a sewage disposal system, including a pump station, sewer line and appurtenances (the "Facility"), a portion of which shall be located on the Premises; and

WHEREAS, the OWNER desires to grant the TOWN a perpetual easement with the right to enter upon that portion of the Premises described in Schedule A, annexed hereto and made a part hereof, and hereinafter referred to as (the "Easement Area"), for the purpose of maintaining, repairing and/or reconstructing said Facility if necessary and the TOWN is willing to accept such easement.



NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, each to the other in hand paid, receipt of which is hereby acknowledged, the OWNER for itself, its successors and/or assigns, does hereby remise, release and forever quitclaim unto the TOWN, its successors and/or assigns, a perpetual easement in and to that area designated in Schedule A for the right to maintain, repair and/or reconstruct the Facility located in the Easement Area if required as set forth below, and with the further right to enter upon the Premises within the Easement Area solely for said purposes.

The OWNER and the TOWN further agree as follows:

1. That the TOWN shall quietly enjoy the said easement subject to the following:

(a) This easement is granted solely for the purpose of maintenance, repair and/or reconstruction of the Facility located within the Easement Area.

(b) The OWNER shall maintain and make all necessary repairs to the Facility at its sole cost and expense in order to insure that the Facility remains in good operating condition at all times. All repairs shall be of quality or class equal to the original materials and construction. If the OWNER does not maintain the Facility in good operating condition and does not proceed with due diligence to make the necessary repairs, then, on fifteen (15) days written notice to the OWNER, the TOWN may enter upon the Premises within the Easement Area to undertake the necessary maintenance or repairs with respect to that portion of the Facility located within



the Easement Area at the sole cost and expense of the OWNER. The costs and expenses associated with the aforesaid shall be reasonable and shall include the cost of labor, materials, supervision, engineering, design and attorney's fees. If the OWNER does not pay all costs and expenses within sixty (60) days of written notice, then, the outstanding balance shall become a lien on the Premises. The TOWN shall have the right, without prior written notice, to perform emergency repairs to the Facility at the OWNER'S sole cost and expense, provided the costs and expenses are reasonable under the circumstances. If the OWNER does not pay all costs and expenses associated with any emergency repairs within sixty (60) days of written notice, then, the outstanding balance shall become a lien on the Premises.

(c) The TOWN shall restore, as soon as possible after the purpose of such entry has been attained, to the greatest extent possible, any surface area of the Premises disturbed by or in connection with the performance of any construction, maintenance or repair work to be performed hereunder to the same condition that it was prior to the construction, maintenance or repair work.

(d) Except with respect to the Facility, no building or structure of any kind, shall be erected over the Easement Area, nor will the OWNER plant or landscape the Easement Area except for grass; however, the OWNER shall have the right to use the Easement Area and shall be permitted to pave a driveway over the Easement Area without the prior consent of the TOWN.

(e) The OWNER and the TOWN expressly understand that it may

be necessary to remove, as part of the maintenance, repair or reconstruction work, many, or possibly all of the trees, shrubs and bushes presently located within the Easement Area. It is agreed and consented to by the OWNER that the sole obligation of the TOWN in restoring said Easement Area or other portions of the Premises disturbed by said work is to rough grade and seed the surface of said disturbed area; the TOWN shall not be obligated to repair or replace any pavement or driveway in the Easement Area. Said restoration work and other work to be performed hereunder shall be performed to the satisfaction of and in the sole discretion of the TOWN Engineer, whose opinion as to the extent of the restoration work necessary to comply with this Agreement will be final and binding. Any dispute as to such restoration shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association.

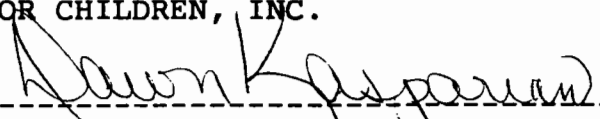
TO HAVE AND TO HOLD such easement into the TOWN, its successors and assigns forever.

IN WITNESS HEREOF, we have hereunto set our hands and seals the day and year first above written.

FRIEDMAN REHABILITATION INSTITUTE  
FOR CHILDREN, INC.

(Seal)

BY:

  
-----  
DAWN KASPARIAN, ADMINISTRATOR

TOWN OF NEW CASTLE

(Seal)

BY:

-----  
MARIANNA M. KUHN, SUPERVISOR

ACKNOWLEDGEMENT - TOWN OF NEW CASTLE

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) SS.:


On the \_\_\_\_\_ day of March, 1995, before me personally came MARIANNA M. KUHN to me known, who being by me duly sworn, did depose and say that she resides at \_\_\_\_\_; that she is the Supervisor of the Town of New Castle, the municipal corporation described in, and which executed the foregoing instrument and that she signed her name thereto pursuant to Order of the Town Board of the Town of New Castle

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT - FRIEDMAN INSTITUTE

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) .ss:

On the <sup>April</sup> 13<sup>th</sup> day of March, 1995, before me personally came DAWN KASPARIAN, to me known and known to me to be the Administrator of Friedman Rehabilitation Institute for Children, Inc., the corporation described in and which executed the within instrument; who, being by me duly sworn, did depose and say that she resides at 27 Sara Lane New Rochelle NY, that she is the Administrator of said corporation and that she executed the foregoing instrument on behalf of said corporation, and that she signed her name thereto by like authority and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the Secretary of State of the State of New York.

  
KEITH STAUDOHAR  
Notary Public, State of New York  
No. 4989872  
Qualified in Dutchess County  
Commission Expires December 16, 1995

## DESCRIPTION OF ACCESS EASEMENT

FRIEDMAN REHABILITATION INSTITUTE FOR CHILDREN, INC.  
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ALL that certain piece or parcel of land, situate, lying and being in the Town of New Castle, County of Westchester and State of New York, bounded and described as follows:

COMMENCING at a point on the northerly line of Spring Valley Road, where the same is intersected by the division line between lands now or formerly belonging to Robert W. and Katherine M. Brophy, on the east, and lands now or formerly belonging to Friedman Rehabilitation Institute For Children, Inc., on the west; thence running along said northerly line of Spring Valley Road, the following courses and distances, S.55°08'W 59.61 feet, S.55°35'W 64.65 feet, S.59°05'W 19.65 feet, S.60°43'W 80.18 feet, S.63°55'W 47.62 feet, S.64°34'W 35.41 feet, S.65°40'W 41.42 feet and S.60°46'W 20.29 feet to the point or place of beginning; thence continuing along the northerly line of Spring Valley Road, S.60°46'W 25.00 feet; thence running through lands of said Friedman Rehabilitation Institute For Children, Inc., the following courses and distances, N.28°45'W 55.29 feet and S.67°01'W 311.34 feet to a point of curve; thence running along a curve to the right, having a radius of 97.00 feet, a distance of 74.38 feet to a point of tangency; thence

..... continued .....

N.69°03'W 94.88 feet to a point of curve; thence running along a curve to the left, having a radius of 161.00 feet, a distance of 28.57 feet to a point of tangency; thence N.79°13'W 38.52 feet, N.10°47'E 36.05 feet, N.69°15'W 14.85 feet, N.20°45'E 50.00 feet, S.69°15'E 50.00 feet, S.20°45'W 50.00 feet, N.69°15'W 14.85 feet, S.10°47'W 12.54 feet and S.79°13'E 18.52 feet to a point of curve; thence running along a curve to the right, having a radius of 181.00 feet, a distance of 32.12 feet to a point of tangency; thence S.69°03'E 94.88 feet to a point of curve; thence running along a curve to the left, having a radius of 77.00 feet, a distance of 59.04 feet to a point of tangency; thence N.67°01'E 334.45 feet and S.28°45'E 72.66 feet to the point or place of beginning.