### Existing Proposed Permitted/Required

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
<th>PROPOSED</th>
<th>PERMITTED/REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GROSS FLOOR AREA:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Gate House&quot;</td>
<td>2,824 SF</td>
<td>2,824 SF</td>
<td></td>
</tr>
<tr>
<td>New Dwelling</td>
<td>N/A</td>
<td>5,976 SF</td>
<td></td>
</tr>
<tr>
<td>Accessory Shed</td>
<td>Not provided</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL GROSS FLOOR AREA:</strong></td>
<td>6,086 SF</td>
<td>12,062 SF</td>
<td>28,045 SF</td>
</tr>
<tr>
<td><strong>FLOOR AREA RATIO:</strong></td>
<td>0.0136</td>
<td>0.0269</td>
<td>0.0625</td>
</tr>
<tr>
<td><strong>NO. OF STORIES:</strong></td>
<td>Not provided</td>
<td>2 ½</td>
<td>3 ½</td>
</tr>
<tr>
<td><strong>HEIGHT:</strong></td>
<td>27’/29’</td>
<td>34’ 6 5/8”</td>
<td>50’</td>
</tr>
<tr>
<td><strong>LOT COVERAGE:</strong></td>
<td>Not Provided</td>
<td>28,860 SF</td>
<td>71,792 SF</td>
</tr>
<tr>
<td><strong>GREEN AREA:</strong></td>
<td>96%</td>
<td>93.6%</td>
<td>84% (minimum)</td>
</tr>
</tbody>
</table>

### Setbacks

<table>
<thead>
<tr>
<th></th>
<th>EXISTING</th>
<th>PROPOSED</th>
<th>PERMITTED/REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>&quot;Gate House&quot; (existing primary dwelling)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front:</td>
<td>25.5’</td>
<td>No Change</td>
<td>75’</td>
</tr>
<tr>
<td>Side:</td>
<td>7.3’/92.0’</td>
<td>No Change</td>
<td>50’</td>
</tr>
<tr>
<td>Rear:</td>
<td>N/A</td>
<td>No Change</td>
<td>75’</td>
</tr>
<tr>
<td><strong>New Primary Dwelling</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front:</td>
<td>N/A</td>
<td>116.8’</td>
<td>75’</td>
</tr>
<tr>
<td>Side:</td>
<td>N/A</td>
<td>Not Provided</td>
<td>50’</td>
</tr>
<tr>
<td>Rear:</td>
<td>N/A</td>
<td>Not Provided</td>
<td>75’</td>
</tr>
<tr>
<td><strong>Accessory</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side:</td>
<td>82.4’</td>
<td>No Change</td>
<td>35’</td>
</tr>
<tr>
<td>Rear:</td>
<td>76.1’</td>
<td>No Change</td>
<td>35’</td>
</tr>
</tbody>
</table>

*The gate house would need to meet setbacks for accessory structure if converted*
APPLICATION SUMMARY:
The applicant is requesting Final Site Plan and Special Permit approval to construct a new 5,976 SF primary dwelling with attached garage, courtyard, covered porch, terrace, pool, bituminous concrete driveway, retaining wall and vehicular bridge over the wetland and watercourse. The applicant also proposes to convert the gate house to an accessory structure to serve as living quarters for domestic employees pursuant to Sections 6-146 and also 6-147(c) and 6-95(a)(2)(A) for accessory structures exceeding 1,200 SF of floor area which also requires approval as a special permit by the P&Z Commission. The total volume would also exceed the 150,000 cubic foot threshold, requiring a special permit.

ISSUES/RECOMMENDATIONS:
1. **ZEO** – Issued comments dated 9/20/21 indicating endorsement for zoning permit sign-off with the note that the floor area of the barn should be included in the FAR.
2. **DPW Engineering** – Issued comments dated 9/23/21 indicating comments to be addressed prior to Zoning Permit.
3. **Conservation** - Awaiting comments.
4. **Health** – issued comments dated 8/25/21 indicating they approved an 8-bedroom septic system in 2006 that had not been constructed and the applicant will need to reactivate the permit. In 2006, a new 3-bedroom septic system was installed for the cottage and a 2 Bedroom septic system was installed for the other cottage. The Health department recommends approval.
5. **IWWA** – The applicant received an IWWA green sheet sign-off dated 7/30/21 indicating no permit is needed for the proposal because the proposed improvements are within the development envelope of the previously approve permit #2014-067. The memo dated August 6, 2014 indicates that the permit would expire 24 months from the effective date. Staff has reached out to IWWA staff to confirm and is awaiting response.
6. **Special Permit** – The applicant is requesting special permit approval pursuant to Sections 6-101, 6-146 and 6-147(c) and also under 6-95(a)(2)(A) of the Town of Greenwich Building Zone Regulations. The proposed volume would be 220,925 cubic feet which would exceed the 150,000 cubic feet threshold.
7. Note #6 on the original subdivision map states “There shall be a 100 foot setback from each watercourse and waterbody and a 50 foot setback from each wetland area, except that for the wetlands contributing to Converse Lake there shall be a 100 foot setback from such wetlands, unless a lesser setback is deemed adequate by the Planning and Zoning Commission in which case the minimum guideline shall be 50 feet. These minimum guidelines shall be applicable to all areas including those not identified on the final subdivision plan.”
8. The proposal has multiple encroachments of the 100 ft wetland and watercourse buffers. The subdivision map notes that the P&Z Commission may determine if a lesser setback is adequate.
9. The Commission should note that in 1986, the Planning & Zoning Commission approved a re-subdivision application (FRSB #1004) noting that the “applicant will notify the Conservation Coordinator prior to any building permit being issued for any construction on Lot 14A regarding house, driveway, septics or pools so that he can monitor construction method and placements so that no encroachment into [wetland] setback areas will occur.
10. The Commission should comment on whether all the notes on the subdivision map shall be noted on the site development plan.
DEPARTMENT COMMENTS:
Zoning Enforcement – Dated 9/20/21 – See Attached
DPW Engineering – Dated 9/23/21 – See Attached
Health – Dated 8/25/21 – See Attached
Conservation – Not received

APPLICATION DETAILS:
Existing Conditions/Zoning:
The 10.301-acre property is located at the northwest intersection of Conyers Farm Drive and Lower Cross Road at their junction with North Street in the RA-4 zone. It is a through lot with frontage on Lower Cross Road and Conyers Farm Drive. It has conforming frontage, lot shape, lot area and green area. It also contains natural slopes, mature vegetation and 3.2 acres of wetlands and watercourse.

The property is currently improved with a “gate house” with detached garage on the southeast portion and fronts with a curb cut on Conyers Farm Drive. This gate house is currently the primary single-family dwelling. There is also an accessory building and shed with driveway located on the southwest portion of the property that fronts and has a curb cut on Lower Cross Road. The existing gate house (labeled “Dwelling No. 1” on the Zoning Location Survey) does not appear to conform to the setbacks for a primary structure or an accessory structure in the RA-4 zone.

Proposal:
The applicant proposes to construct a new 5,976 SF primary dwelling with attached garage, courtyard, covered porch, terrace, pool, bituminous concrete driveway, retaining wall and vehicular bridge over the wetland and watercourse. The proposal also includes 8-foot high deer fence around most of the property, excluding the area of wetlands to the north, mulch walking paths and elevated boardwalk around the wetland area toward the center of the property. New vehicular gates are also proposed at the gate house and accessory building as well as a new curb cut and gate proposed for the new dwelling. Landscaping is proposed around the new dwelling, but does not include any other areas of the parcel.

The applicant proposes to convert the gate house to an accessory structure to serve as living quarters for domestic employees pursuant to Section 6-146 of the BZR, which also requires approval as a special permit by the P&Z Commission.

Sec. 6-146. USE OF ACCESSORY BUILDING AS RESIDENCE: GUEST HOUSES.
(a) Any accessory building on the same lot with a main residence building shall not be used for residence purposes except in the RA-4, RA-2, RA-1, R-20 or R-12 zones for domestic employees of the occupants of the main building and who are employed on the premises. Each accessory building so used shall have one (1) zoning lot area unit for each such family housed, but in no event may any such accessory building house more than one (1) such family.
(b) Any accessory building used for residential purposes shall observe the same yards required for the principal use and shall not be located any closer to a principal building than twice the minimum side yard required for the zone in which it is located.

(c) Guest houses as defined in Section 6-5 shall be permitted in RA-4 and RA-2 zones only.

The applicant is also requesting approval under Section 6-147(c) and also 6-95(a)(2)(A) for accessory structures exceeding 1,200 SF of floor area.

**Sec. 6-147. BUILDING ATTACHED TO STRUCTURE: ERECTION.**

(c) No principal structure shall be converted to accessory use except as authorized in accordance with the standards of 6-95(a)(2)(A) or (B). (1/1/87)

**Sec. 6-95. PERMITTED ACCESSORY USES.**

(2) (A) Private garages, barns, sheds, shelters, silos and other structures customarily accessory to residential estates, farms, or resident uses provided no accessory building shall exceed the gross floor area established below, unless authorized by the Board of Appeals as a special exception or the Planning and Zoning Commission as a special permit if said accessory structures results in a structure or group of structures which individually or together total in excess of 40,000 cubic feet in volume above established grade in the underlying zones of the mapped Central Greenwich Impact Overlay Zone, the mapped Post Road Impact Overlay Zone, the Waterfront Business (WB) Zone, the Local Business (LB) Zone, or the Local Business Retail (LBR) Zones, or in excess of 150,000 cubic feet in volume above established grade in all other zones:

RA-4 and RA-2 zones: 1,200 square feet  
RA-1 and R-20 zones: 800 square feet  
R-12, R-7, R-6 and RMF zones: 600 square feet

In granting a Special Exception, in addition to considering all the standards of Sec. 6-20(c), the Board of Appeals shall find in residential zones that the accessory structure by virtue of its scale, design, size or location on the site is compatible with its zone and individually or in combination with other accessory structures, maintains the appearance to the principal structure. (1/1/87) (10/17/18)

**Background:**
The parcel was originally part of Lot #14 of the Conyers Farm subdivision (FSB #881) approved by the Planning & Zoning Commission in 1983. The parent parcel was later resubdivided into two lots- Lot #14A and Lot #14B (FSB #1004) in 1986. The subject parcel is Lot #14A.

In 2014, the Planning and Zoning Commission approved Final Site Plan and Special Permit PLPZ201400310 and 201400311 for the construction of a 10,545 SF new primary dwelling, to convert the gate house to living quarters for domestic employees and to expand the existing barn to use the lower level as an indoor athletic facility, construct a new tennis court, warming hut and new driveway with associate drainage improvements.
The IWWA also approved Permit#2014-067 on 7/28/14, which included a restoration planting plan for site wetlands and a permanent buffer demarcation plan, which have not been included in this file submission. The applicant has indicated that the IWWA permit remains active.

On 7/30/14 the Planning & Zoning Board of Appeals granted special exception approval and a variance of building height to permit alterations to an existing barn which will include indoor athletic uses. Furthermore, a special exception was granted to permit the conversion of existing primary structure into an accessory structure, in excess of 1200 square feet, to be used as domestic quarters.

**APPLICABLE ZONING REGULATIONS:**

§6-13. Site Plan approval required.
§6-14. Site Plan procedure
§6-15. Site Plan Standards.
§6-17. Special Permit.
§6-93. Residential Zones
§6-95. Permitted Accessory Uses
§6-101. Special Permit required for Business and Residential Zones
§6-146. Use of Accessory Building as Residence: Guest House
§6-147. Building Attached to Structure: Erection
§6-205. Schedule of required open spaces, limiting height and bulk of buildings.
A. Conyers Farm, a Connecticut general partnership, c/o Morton R. Ruden, Cohen, Wolf, Rome and Klebanoff, P.C., 10 Middle Street, Bridgeport, Connecticut ("Declarant") is the owner of that certain real property located in the Towns of Greenwich, Connecticut and North Castle, New York, more particularly described on Schedule A attached hereto and made a part hereof (the "Property").

B. Declarant desires to provide for the preservation and enhancement of the values and amenities in the Property and, to this end, desires to subject the real property described in Schedule A to the covenants, restrictions, easements, charges and liens, herein set forth, each and all of which is and are for the benefit of the Property and each owner thereof; the Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an association to which should be appointed and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, easements and restrictions and collecting and disbursing any assessments and charges hereinafter created; and

C. Declarant recognizing that sources of, and tributaries to, the public water supply of the Town of Greenwich, ("Town") are located within the Property and that the Property lies in a watershed and that the Town has an important public interest in the protection and preservation of such sources and tributaries and in the prevention of damage or injury thereto and in preventing endangering the integrity of the watershed as a result of activities occurring on the Property; and further recognizing that the growing population and expanding economy of the Town and State of Connecticut ("State") have had a profound impact on the life-sustaining natural environment and that the air, water and land, taken for granted since the settlement of the Town and State are now recognized as finite and precious and that human activity must be guided by and in harmony with the systems of relationships among the elements of nature, and recognizing further the importance of preserving open space and the rural nature and character of the Property in order to maintain air quality, the ecological balance and scenic values, the avoidance of problems concerning water supply, sewage disposal and the overtaxing of Town resources and facilities, and the importance of maintaining environmental quality to the Property owners, the people of the Town and of the State and to the overall welfare and development of man, the Declarant desires to provide for the protection, preservation and conservation of open space, the land, clean water and air, the character of the Property, the ecological balance, the environmental quality and the quality of life for the benefit of the Property, each owner thereof, the Town and the State and the people thereof and to maintain and enhance the health, safety and welfare of each said owner and the people of the Town and State for present and future generations, and further, in order that the Property can be used for building purposes without danger to health or the public safety and for the purpose of open spaces, parks and playgrounds and for fulfilling the requirements for same and to induce the Planning and Zoning Commission of the Town to approve the proposed subdivision of Declarant's said Property and further to induce the Inland Wetlands and Watercourses Agency of the Town to recommend approval of said subdivision, the Declarant intends that the Property shall henceforth be subject to the covenants, restrictions and easements set forth in Article VI, Section 20, which covenants, restrictions
and easements shall run with the land in perpetuity and shall be
binding on the Declarant, its successors and assigns and all future
owners of the Property, any part thereof or of any and all of the
lots within said Property and that said covenants, restrictions and
easements are and shall be in part for the benefit of and enforce-
able by the Town, the Association, any owner of Lots or parcels of
land within said Property and the Declarant and that said cove-
nants, restrictions and easements shall not be amended or cancelled
without the prior written consent and approval of the Town and the
Association and all owners of lots or parcels of land within the
Property. For said purposes and by said means the Declarant (a)
intends that the Property be subdivided into lots of not less than ten acres and intends to prevent further division thereof
into lots of less than ten acres, and (b) proposes to grant an over-
lay conservation easement to the Town of not less than 173 acres,
and a wetlands easement to all wetlands, watercourses and water-
 bodies including upland setbacks; and

WHEREAS, Declarant has had incorporated under the laws of the
State of Connecticut, as a non-profit corporation, the CONYERS FARM
CORPORATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant does hereby declare, covenant and
agree that the Property described in Schedule A is subject to and
shall be held, transfereed, sold, conveyed, and occupied subject to
the covenants, restrictions, easements, charges and liens (some-
times referred to as "Covenants and Restrictions") hereinafter set
forth, which covenants, easements and restrictions shall run with
the land and shall be binding on the Declarant, its successors and
assigns and all future owners of all or part of the Property.

ARTICLE I

The following words when used in this Declaration or any
supplemental declaration (unless the context shall prohibit or
otherwise specify) shall have the following meanings: (a) Associa-
tion shall mean and refer to the Conyers Farm Corporation; (b) the
Property shall mean and refer to the Property described on Schedule
A attached hereto; (c) Common Property shall mean and refer to
those areas of land, or rights therein, shown and identified as
common property on any recorded final subdivision map of the Prop-
erty or otherwise deeded to the Association and designated in such
deed as "common property," which are intended to be devoted, in
whole or in part, to common use and enjoyment of the owners of the
Property, their guests and others permitted by the Association; (d)
Lot shall mean and refer to any subdivided plot of land shown upon
an approved and recorded subdivision map of the Property, with the
exception of the Common Property as heretofore defined, and with
the further proviso that (except for purposes of Article VI,
Section 20A hereof, to which the following provision does not apply)
if such subdivided Lot is fifteen acres or more, each
additional fifteen acres of such lot shall constitute an additional
lot; and Lot shall also mean each fifteen acres of those properties
shown as farms on such maps; (e) Owner shall mean and refer to the
record owner, whether one or more persons or entities, of the fee
simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of the mortgage, shall not
mean or refer to the mortgagee unless and until such mortgagee has
acquired title pursuant to foreclosure and notice thereof has been
given to the Association, in writing; (f) Member shall mean and
refer to all those Owners who are members of the Association as
provided in this Declaration.
ARTICLE II

Section 1. Existing Property

The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Towns of Greenwich, Connecticut and North Castle, New York and is more particularly described on Schedule A attached hereto and made a part hereof.

ARTICLE III

Section 1. Membership

Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessments set forth by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights

Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds an interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members' Easements of Enjoyment

Subject to the provisions of Section 3, every Member shall have the right and easement of enjoyment in and to the Common Property and such easements shall be appurtenant to and shall run with the land and shall pass with the title to every Lot.

Section 2. Title to Common Property

Declarant may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns that it shall convey the common properties to the Association, free and clear of all liens and encumbrances, other than matters presently of record, and the covenants, restrictions and easements set forth herein not later than the tenth anniversary of the date on which this Declaration shall have been recorded.

Section 3. Use of Common Property

Subject to the Wetlands and Conservation Easements, and associated provisions set forth in Section 20, Article VI hereof, and subject further to any notes set forth on any recorded subdivision map of the Property, Common Property, including equipment, furnishings, and improvements constructed or installed thereon, shall be devoted to the following uses:
(a) For roads or roadways, and parkways along said roads or roadways throughout the Property;

(b) For sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Property;

(c) For transportation facilities throughout the Property and other authorized areas other than privately owned automobiles, e.g., buses, electric vehicles, etc.;

(d) For security and fire protection services including security stations, maintenance buildings and/or guardhouses, police equipment and fire stations and fire fighting equipment and buildings used in maintenance functions;

(e) For health care including ambulances and medical facilities and the equipment necessary to operate such facilities;

(f) For providing any of the services which the Association is authorized to offer;

(g) For lakes, play fields, beaches, marshes, tennis and golf facilities, historic parks, wildlife areas, fishing facilities, other recreational facilities of any nature, and community meeting facilities serving the Property;

(h) For water and sewage facilities and other utilities, if not adequately provided by a public utility, a municipal facility or some other public body or supplementary thereto; and

(i) For other purposes set out in deeds, easements, agreements or long-term leases by which Common Property is conveyed or leased to the Association, provided that such purposes shall be approved by the Association as set out in this Declaration.

Section 4. Services Provided by the Association

Subject to the Wetlands and Conservation Easements, and associated provisions set forth in Section 20, Article VI hereof, and subject further to any notes set forth on any recorded subdivision map of the Property, the Association shall be authorized, but not required, to provide the following services:

(a) Improvements, clean-up and maintenance of all roads, roadways, roadway medians, parkways, walking and bridle paths, lakes, marshes, and other Common Property within the Property, and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;

(b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Property;

(c) Transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc.;

(d) Lighting of roads, sidewalks, walking paths and any Common Property throughout the Property;
(e) Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property and assistance in the apprehension and prosecution of persons who violate laws within the Property;

(f) Fire protection and prevention;

(g) Garbage and trash collection and disposal;

(h) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service otherwise provided;

(i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(j) Maintenance of all lakes located within the Property, including the stocking of such lakes;

(k) To take any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and to perform any of the functions or services delegated to the Association in any Covenants or Restrictions applicable to the Property;

(l) To conduct recreation, sport, craft, and cultural programs of interest to Members of the Association, their children and guests;

(m) To construct improvements on Common Property for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(n) To provide administrative services including but not limited to legal, accounting and financial, and communication services informing Members of activities, notice of meetings, referendums, etc., to the above listed services;

(o) To provide liability and hazard insurance covering improvements and activities on the Common Property;

(p) To provide water, sewage and any necessary utility services not provided by a public body or private utility or supplementary thereto, including use of water power to generate electricity;

(q) To exercise any rights reserved by the Declarant and transferred by the Declarant to the Association; and

(r) To provide any or all of the above listed services to another association of owners under a contract, the terms of which must be approved by the Board of Directors.

Section 5. Reduction of Services

By the end of the calendar year of 1988, the Board of Directors of the Association shall define and list a minimum level of services which shall be furnished by the Association and submit the same to the Members at the 1989 annual meeting; provided, how-
ever, that such minimum level of services shall expressly include an obligation of the Association to maintain roadways and drainage facilities in a functional and acceptable condition. So long as the Declarant is engaged in the development of the Property, the Association shall not reduce the level of services it furnishes below such minimum level.

Section 6. Obligation of the Association

The Association shall not be obligated to carry out or offer any of the functions and services specified in Section 5 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments shall be submitted for approval as herein provided. Subject to the provisions of Section 5 immediately above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the affirmative vote of a majority of those voting at a meeting of the Board of Directors under the same procedures as for a Special Assessment.

Section 7. Extent of Members' Easements

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Declarant and of the Association in accordance with its articles and by-laws to borrow money for the purposes of improving the Common Property and in aid thereof to mortgage said Common Property. In the event of a default upon any such mortgage the lender's rights thereunder shall be limited to a right, after taking possession of such Property, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied whereupon the possession of such property shall be returned to the Association, all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps that are reasonably necessary to protect the above-described Common Property against foreclosure; and

(c) The right of the Association, as provided in its articles and by-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipality, public agency, authority or utility, or such other person, firm or entity, for such purposes, subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the Members entitled to cast at least four-fifths of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or
condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE V

Section 1. Creation of Lien and Personal Obligation of Assessment

The Declarant, for each Lot owned by it within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements or other charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection therefore provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, security and welfare of the residents of the Property, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property, and of the homes situated upon the Property, including, but not limited to, the payment of taxes and insurance thereon (but not for individual Lots) and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof (but excluding work on individual Lots and residences, except as expressly authorized in this Declaration).

Section 3. Bases and Maximum of Annual Assessments

Until the year beginning January, 1989, the Annual Assessment shall be set by Declarant. From and after January 1, 1989, the Annual Assessment may be increased by vote of the Members as hereinafter provided for the next succeeding three years and at the end of such period of three years for each succeeding period of three years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Notwithstanding the foregoing until at least 25 Lots are sold to persons not partners of Declarant, Declarant shall not be charged with any Annual Assessment on Lots owned by it, but Declarant shall pay the difference between fees collected from Owners and the sums required to maintain the minimum level of services specified in Article IV, Section 5.

Section 4. Special Assessment for Capital Improvements

In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, unanticipated costs and the cost of any construction or reconstruction, unexpected repair or replacement of the described capital improvements upon the Common Property, including the necessary fixtures or personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or
by proxy at a meeting duly called for this purpose, written notice
of which shall be sent to all Members at least thirty (30) days in
advance and shall set forth the purpose of the meeting. Notwith-
standing the foregoing, no Special Assessments for capital improve-
ments may be made other than for or in connection with roads,
security purposes, drainage, trails or utilities.

Section 5. Changes in Bases and Maximum of Annual Assessments

Subject to the limitations of Section 3 hereof and for the
periods therein specified, the Association may change the bases and
maximum of the assessments fixed by Section 3 hereof prospectively
for any such period provided that any such change shall have the
same of two-thirds of the votes of the Members who are voting in
person or by proxy, at a meeting duly called for this purpose,
written notice of which shall be sent to all Members at least
thirty (30) days in advance and shall set forth the purpose of the
meeting, provided further that the limitation in Section 3 hereof
shall not apply to any change in the maximum bases of the assess-
ments undertaken.

Section 6. Quorum for any Action Authorized in Sections 4 & 5

The quorum required for any action authorized by Sections 4
and 5 hereof shall be as follows: At the initial meeting for the
consideration of any particular proposal, called as provided in
Sections 4 and 5 hereof, the presence at the meeting of Members or
proxies entitled to cast sixty (60%) percent of all the votes of
the membership shall constitute a quorum. If the required quorum
is not forthcoming at any meeting, another meeting may be called
subject to the notice requirement set forth in Sections 4 and 5 and
the required quorum at any subsequent meeting shall be one-half of
the required quorum at the preceding meeting, provided that no such
subsequent meeting shall be held more than sixty (60) days follow-
ing the preceding meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates

The Annual Assessments provided for herein shall commence on
the date (which shall be the first day of the month) fixed by the
Board of Directors of the Association to be the date of commencing.

The first Annual Assessment shall be made for the balance of
the calendar year and shall become due and payable on the date
fixed for commencement. The assessment for any year, after the
first year, shall become due and payable on the first day of March
of said year.

The due date of any special assessment under Section 4 hereof
shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors

The Board of Directors of the Association shall fix the date
of commencement and the amount of the assessment against each Lot
for each assessment period at least thirty (30) days in advance of
such date and shall, at that time, prepare a roster of the properties
and assessments applicable thereto which shall be kept in the
office of the Association and shall be open to inspection by any
Owner. Written notice of the assessment shall thereupon be sent to
every Owner subject thereto.
The Association shall upon demand at any time furnish to any owner liable to said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment, the Personal Obligation of the Owner; the Lien Remedies of Association

If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain as his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after delinquency date, the assessment shall bear interest from the date of delinquency to the date paid at the highest rate permitted by law, and the Association may bring an action at law against the Owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing of a lien and of the complaint in such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the cost of the action.

Section 10. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability of any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property

The following property subject to this Declaration shall be exempted from the assessment charge and the lien created herein:

(a) All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority devoted to public use;

(b) All Common Property defined in Article I, Section 1 hereof;

(c) All properties exempted from taxation by the laws of the States of Connecticut or New York, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the said assessments, charges or liens.
ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS
Section 1. Review of Plans and Specifications; Approvals

Prior to constructing, clearing, improving, excavating, digging, removing, reducing, cutting down, altering of topography and general vegetation or general clearing of a Lot, or a portion thereof, including removal of earth or topsoil, on any portion thereof, including any building, fence, wall, swimming pool or other construction or improvement or any exterior addition to or change or alteration thereon, full and complete plans and specifications showing the nature, kind, shape, height, materials and location of the same shall first be submitted to and approved, in writing, including harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an Architectural Control Committee composed of three or more representatives appointed by the Board of Directors of the Association. The members of the Architectural Control Committee need not be Owners of Lots but if they are not such Owners, they must be professionals in the field of architecture, environmental science, land planning or engineering. In the event said Board or its designated Committee fails to approve or disapprove such plans, including design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof; approval by said Board or Committee will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Committee may promulgate rules governing the form and content of plans and specifications on Lots, including, without limitation, minimum square footage of improvements, front, rear and side setbacks, exterior lighting, materials, and landscaping. The Committee may also issue statements of policy with respect to approval or disapproval of the architectural styles of details, or other matters. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change.

A filing fee in an amount to be determined by the Board of Directors or the Architectural Control Committee shall accompany the submission of the building plans and specifications set forth above; provided, however, that such fee may be increased by the Board of Directors or the Architectural Control Committee in the manner described above.

Section 2. General Obligation of Maintenance

Each Owner shall be responsible to prevent the development of any unclean, unsightly or unkept conditions of building or ground on such Lot which shall tend to substantially decrease the beauty of the specific area or the neighborhood as a whole.
Section 3. Signs; Mail Boxes

No commercial signs, including "for rent", or "for sale", and other similar signs shall be erected or maintained on any Lot by anyone, including, but not limited to, the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a total of more than two (2) square feet may not be erected without the written permission of the Association. Mail boxes shall not be erected and maintained unless the size, color, appearance and design thereof shall have been approved by the Association or the Architectural Control Committee.

Section 4. Fences, Walls, Hedges, etc.

No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic in any roadway within the Property; nor shall any fence or wall of any kind be erected, begun, or permitted to remain upon any portion of a Lot unless approved by the Association or the Architectural Control Committee.

Section 5. Antennas

No television or radio antenna, or other similar device shall be attached to or installed on the exterior portion of any dwelling unit or on any Lot without the prior written consent of the Association; provided, however, that the provisions of this Section shall not apply to the Declarant and/or Association for installation of equipment necessary for a master television and/or telephone antenna system, C.A.T.V. and mobile radio systems or other similar systems within the Property.

Section 6. Temporary Structures

No structures of a temporary character shall be placed upon any property at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may, at any time, be used as residences or permitted to remain on the Property after completion of construction. The design and color of temporary structures shall be subject to reasonable aesthetic control by the Architectural Control Committee.

Section 7. Control of Building Location

In order to assure that location of buildings and other structures will be so located that the maximum view and privacy will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location and preservation of large trees and other aesthetic and environmental considerations, the Architectural Control Committee reserves the right to control and decide the precise site and location of any building or structure or structures on any lot within the Property. Such location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site.
Section 8. Destruction of Building

Should any building or other structure on any Lot be destroyed in whole or in part, it must be reconstructed or the debris thereof must be removed and the Property restored to a neat and sightly condition within four (4) months.

Section 9. Violation of Article VI

If any building shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any such Lot, or otherwise than in accordance with the plans and specifications approved by the Board of Directors of the Association or by the Architectural Control Committee pursuant to the provisions of Section 1, Article VI, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval of the Board of Directors of the Association or the Architectural Control Committee, any such alteration, erection or maintenance in violation hereof shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation.

Section 10. Right to Inspect for Compliance

Any agent of the Declarant, the Association or the Architectural Control Committee may at any reasonable time or times upon reasonable notice to the Owner enter upon and inspect any lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of buildings thereon are in compliance with the provisions hereof; and neither the Declarant, the Association or the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 11. Protective Screening Areas

Each Lot Owner shall provide a screened area not generally visible from the road or other Lot to serve as a service yard and an area for the storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for such screen delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to construction. Garbage receptacles and fuel tanks may be located outside of such screen area only if located underground.

Section 12. Protection of Natural Resources

The Board of Directors of the Association, or the Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

Section 13. Slope Controls

No structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels. Each Lot or other parcel of the Property and all improvements on them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
Section 14. Nuisance

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. General farm activities, maintenance and breeding of household pets and of horses, playing of polo and riding of horses are expressly permitted. Exterior lighting shall be in accordance with rules and regulations of the Board of Directors of the Association or the Architectural Control Committee.

Section 15. Storage of Materials; Trash Handling

No lumber, metals, bulk materials, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of charcoal or wood in a fireplace), kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved building. If trash or other refuse is to be disposed of by being picked-up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property or from any roadway. The Board of Directors of the Association or the Architectural Control Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 16. Pipelines and Drilling

No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for watering or irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring or for removing oil or other hydrocarbons, minerals, gravel or earth without the prior written consent of the Association, the Architectural Control Committee or the Declarant.

Section 17. Home Industries or Professions Prohibited

No profession or home industry or religious or educational enterprise shall be conducted in or on any part of a Lot in a residential area or in any improvement on the Property without the specific written approval of the Architectural Control Committee or the Declarant. Farming, breeding and veterinary care of animals, subject to the other provisions of these easements, covenants and restrictions, are permitted.

Section 18. Storage of Vehicles and Machinery

No automobile or vehicle of any kind, licensed or unlicensed, shall be stored on any portion of any Lot within view of any road or of any adjoining Lot except in the confines of the garages provided therefor, or on the public right-of-way adjoining said lots (except for temporary parking of vehicles on individual lots for periods of time not to exceed twelve hours for each vehicle). No machinery of any kind shall be placed or operated upon any such Lot except such
machinery which is customarily required for the maintenance of private residences or farms, and such machinery shall be stored out of sight of adjoining Lots and roads, provided that such machinery shall not apply during the construction, reconstruction or repair of any building on any Lot.

Section 19. Control of Trucks, Commercial Vehicles and Motorcycles

No trucks, commercial vehicles, road machinery, nor excavating equipment shall be suffered to remain on any Lot or on the public right-of-way adjoining said Lots for any period of time whatsoever except in a properly enclosed structure or enclosure or except while making deliveries or performing services thereon. No motorcycle, motorbike, moped or similar vehicle shall be stored in or on any Lot or driven on any roadways within the Property.


For the reasons and purposes set forth in Section C of the Preamble of this Declaration, the Declarant does hereby declare, covenant, agree, grant and establish for itself, its successors and assigns that the Property, as defined in Schedule A attached hereto and made a part hereof, is and shall henceforth be subject to the following further covenants, restrictions and easements which covenants, restrictions and easements shall run with the land in perpetuity and shall be binding on the Declarant, its successors and assigns and all future owners of the Property, any part thereof, or of any or all of the Lots within the Property.

A. Dividing, Subdividing and Resubdividing

For said reasons and purposes and for the purposes of open space, clean air and water, and the protection thereof, no part of the Property may be divided, subdivided or resubdivided into Lots of less than ten acres.

No Lot, parcel or farm shown on an approved and recorded final Subdivision Map may be further divided or subdivided without the prior written consent of the Board of Directors of the Association, and (a) that with respect to those Lots, parcels or farms located in the Town of Greenwich, the prior written approval of the Town of Greenwich acting through its Planning and Zoning Commission, with the advice of the Inland Wetlands and Watercourses Agency and the Conservation Commission; and (b) that with respect to those Lots, parcels or farms located in the Town of North Castle, the prior written approval of the Town of North Castle (acting through its Planning and Zoning Authority); however, in no event may a Lot, parcel or farm be divided or resubdivided into a Lot of less than ten acres.

As to each Lot of ten acres or more shown on an approved and recorded final Subdivision Map, the holding by an owner in single ownership of two or more of said Lots which are adjacent shall not constitute a merger of said Lots and said Lots shall retain their respective separate identity as separate Lots although held in single ownership or used as a single parcel. The Owner of two or more adjacent Lots may, thereafter, convey separate title to each such Lot for use as a separate Lot in the same manner as if said Lots had not been held or used in single ownership.

Lots or other parcels abutting the Connecticut-New York State line and shown on an approved and recorded final Subdivision Map of the Property which contain less than ten (10) acres shall not be
developed or built upon except in conjunction with an additional adjacent parcel on the opposite side of such State line so that, in the aggregate, each such total combined building lot shall contain a minimum of ten (10) acres.

B. Wetlands Easements

(a) In order to carry out and effectuate said reasons and purposes and the purposes and policies of the State of Connecticut as set forth in the Connecticut General Statutes, Sections 22a-36 through 22a-45, a Wetlands Easement is hereby granted to the Association and to the Town of Greenwich forever in, over and across all areas shown and designated on the subdivision map of the Property as "Wetlands", and all water bodies and watercourses shown on said map, together with (i) as to all wetland areas identified on the Subdivision Map as primary contributors to Converse Lake or its watercourses, an upland area surrounding each such wetland area in the setback distances as are respectively set forth on the map of one hundred (100') feet unless a lesser setback distance is deemed appropriate by the Town but in no event less than fifty (50') feet; (ii) in the case of all other wetland areas not so identified as primary contributors to Converse Lake, an upland area of fifty (50') feet surrounding each such wetland area, and (iii) in the case of lakes, ponds and streams, an upland area of one hundred (100') feet surrounding each such lake, pond and stream.

(b) No regulated activity, as defined in the Inland Wetlands and Water Courses Regulations of the Town of Greenwich, as the same may be from time to time amended ("Wetlands Regulations") which shall affect any wetland, water body or watercourse as referred to in subparagraph (a) above, shall be permitted except in accordance with the Wetlands Regulations and with the approval of the Association. In addition, no farming, grazing or other agricultural activity, including horse breeding, shall be permitted within a one hundred (100') foot area surrounding Converse Lake as shown on the Subdivision Map.

(c) Nothing herein is intended to waive the authority of the Inland Wetlands and Watercourses Act of the State of Connecticut or the jurisdiction of the Inland Wetlands and Watercourses Agency of the Town of Greenwich acting pursuant thereto as to any wetlands or watercourses as may exist on the Property but not yet identified or shown on the subdivision map of the Property.

C. Conservation Easement

(a) To insure that land designated as Conservation Easement Areas will remain as open space as watershed protection areas and in an undeveloped and natural state, a Conservation Easement is hereby granted to the Association and to the Town in, over and across all areas shown and designated on the subdivision map of the Property as "Conservation Easement Areas" for the purposes of keeping said areas as open space and in their undeveloped and natural state forever in accordance with the following provisions.

(b) No building or other structure or improvement, other than temporary or permanent, shall be erected or caused to be placed on any Conservation Easement Area as shown on said map. No farming or farming activities, including horse farming or breeding, grazing of animals or other agricultural activities shall be conducted or permitted in any part of said areas. No part of said areas shall be paved for common parking.

(c) The topography of the landscape in said areas shall be maintained in its present condition and no topographic changes
shall be made in said areas, including filling, grading, excavating
or the altering of natural or existing watercourses of drainage,
without the prior approval of the Town and the Association. No
septic system, grading of soil for roads, drives or utilities,
installation of electric and telephone wires, cables and conduits,
water wells and pipes, gas, sewer, water and other utility pipes,
paving, bridges, dams, recreational facilities, laying out of foot
or riding paths or trails or any other activity or facility
disturbing said areas shall be made, conducted, installed, placed
or done in said areas without the prior approval of the Town and the
Association.

(d) No refuse, trash, debris, garbage, waste matter, sewage,
or other like substance or offensive material shall be placed,
caused to be placed or allowed to remain in or upon such Conserva-
tion Easement Areas.

(e) No live or undiseased tree or shrub shall be cut, removed
or destroyed in said Areas without the prior approval of the Town
and the Association, except as shall be necessary for clearing of
approved driveways and roadways.

(f) With the prior approval of the Town and the Association,
the Owner of each Lot affected by any such Conservation Easement
shall have the right to protect from erosion portions of said Con-
servation Easement Areas by planting trees, plants and shrubs where
and to the extent necessary, or by other appropriate means as have
received prior approval of the Town and the Association. Each such
Owner shall also have the right, with the prior approval, to cut
fire breaks, or perform other necessary tree cutting operations in
such Conservation Easement Areas, all only with prior approval of
the Town and the Association.

(g) Declarant expressly reserves to itself; its successors
and assigns, reasonable use and enjoyment of said Conservation
Easement Areas, in a manner not inconsistent with the intent and
provisions of this Declaration and of this Section.

(h) The granting of this Easement does in no way grant to the
public or to the owners of any surrounding or adjacent land, the
right to enter such Conservation Easement Areas without the express
permission of the Owner of any Lot affected by such Conservation
Easement.

(i) All wetlands, waterbodies and watercourses located within
any area shown on the subdivision map as "Conservation Easement
Area" shall also be subject to the easements referred to in Subsec-
tion B, "Wetlands Easements" above.

D. Septic Maintenance

Declarant reserves unto itself, its successors and assigns the
right to enter upon any Lot, on which is located any Wetland water-
body or watercourse referred to in Subsection B, "Wetlands Easements"
above, for the purpose of inspecting, cleaning and otherwise
servicing all septic systems now or hereafter installed on such Lot
for the purposes of preventing damage or pollution or the
threatened damage or pollution to any such wetland, waterbody or
watercourse. Declarant, its successors and assigns, shall conduct
such inspection, cleaning and servicing on an annual basis, or more
frequently in the event of any failure or threatened failure of any
such septic system. The Owner or Owners, from time to time, of each
such Lot shall pay as a Special Assessment to the Declarant, its
successors and assigns, all costs incurred in connection with such
inspection, cleaning and servicing. All such costs shall be fixed, established and collected by Declarant in the same manner as provided in Article V thereof with regard to Special Assessments.

E. Use

(a) The Property and any building or buildings constructed on any part of the Property shall be used only for one-family residential purposes, recreational facilities and farms, including facilities for the breeding and veterinary care of animals. Underground fuel storage tanks shall not be installed or used unless constructed of noncorrosive material.

(b) No part of the Property shall be used for common or group recreational or parking purposes, without prior approval of the Town. No common or central bathing, beach or swimming area shall be permitted, conducted or allowed to exist on the Property.

(c) No lake, pond, stream, brook or other waterbody or watercourse located on the Property shall be used for any purpose except that the following recreational uses by Owners of Lots abutting any such lake, pond, stream, brook or other waterbody or watercourse and by Owners of such other Lots to whom such rights may hereafter be granted, shall be permitted: a) fishing; b) boating (excluding, however, the use of any gasoline or diesel powered engine); c) ice skating and d) swimming. All of such uses shall be subject to regulation by all governmental agencies and officers having jurisdiction in connection with the use of any such waterbody or watercourse. For purposes of this paragraph, "Owner" shall be deemed to include the family and guests of such Owner. Nothing contained in this Section 20 shall be deemed to limit, prohibit, or restrict the use of the waters of Converse Lake for drinking supply, fire control or, with the prior approval of the Town, power-generating purposes.

F. Conveyances

Declarant shall subject any conveyance of the Property, any part thereof or any Lot within said Property to the burden of these covenants, restrictions and easements and shall, in any instrument of conveyance, express and make specific reference to this Declaration by book and page number in the Greenwich Land Records.

G. Limitations and Amendment

This Section 20 is intended to and does declare, covenant, agree to, grant and establish the covenants, restrictions and easements set forth herein for the reasons and purposes set forth in Section C of the Preamble of this Declaration for the benefit of the Town, the Association, all owners of Lots or parcels in the Property and the Declarant for present and future generations and nothing contained in other parts or provisions of this Declaration shall in any way diminish, limit or terminate this intent or the provisions of this Section 20 or construe or interpret this intent or these provisions in any way to diminish, limit or terminate this intent and said provisions. The provisions of this Section 20 shall not be amended, altered, released or cancelled without proper and written consent and approval of the Town and the Association and each owner of a Lot or parcel of land in the Property. In the event of any conflict with other provisions of this Declaration, the provisions of this Article VI, Section 20 shall control.

H. Town-Defined

For purposes of this Section 20 "Town" shall mean the Town of Greenwich, State of Connecticut, acting through its Planning and Zoning Commission. In all matters, including the giving of prior approval as used in this Section, the Commission shall act with the
advice of Inland Wetlands and Watercourses Agency, Conservation Commission or other Town agency, official or officer who has jurisdiction or authority over the subject matter. Nothing in this Section 20 shall limit the right and authority of any Town agency, commission, official or officer to take action or bring enforcement proceedings for violations of regulations and laws as to subject matter over which it or he has jurisdiction or authority. Nothing in this Declaration shall be construed as permitting anything prohibited by other applicable laws, ordinances, rules or regulations of any governmental authority. The words "prior approval" as used in this Section 20 mean prior written approval and all work or changes performed or made thereunder shall be performed or made strictly in accordance with the terms of such prior approval.

1. Enforcement

Each person or entity having or acquiring an interest in a Lot, parcel or other portion of land within the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns to observe, perform and be bound by the provisions contained in this Section 20 and also covenants and agrees to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot, parcel or other portion of the Property.

The provisions of this Section 20 shall bind the Property and shall run with the land and shall inure to the benefit of and be enforceable by the Town, the Association, the Declarant or by any owner of a lot, parcel or other portion of land within the Property, their respective legal representatives, heirs, successors and assigns who shall have the right to enforce or protect by any proceeding at law or in equity all covenants, restrictions and easements contained in this Section 20. The failure of any beneficiary hereof to enforce or protect any said covenant, restriction or easement herein contained shall in no event be construed as a waiver of the right by that beneficiary or any other to do so therefor.

If the Town successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Section 20, the costs of such action, including reasonable legal fees, shall become a binding, personal obligation of the violator. If such violator is an owner, such costs and fees shall also be a lien upon the Lot, parcel or other portion of land owned by such violator or violators.

Prior to conveying any one of the lots shown on an approved and recorded subdivision map, the Declarant shall establish the Association. The Association shall be a Connecticut nonprofit corporation of which the only members shall be the Owner or Owners from time to time of the Lots, parcels or other portions of land within the Property and a primary purpose of which shall be to administer and enforce the provisions of this Section 20, including all covenants, restrictions and easements contained herein, and to reserve, preserve, maintain and keep in good order and condition the easement areas set forth in this Section 20. The Association shall have no purpose and shall conduct no business or activity which is contrary to or challenges the provisions of this Section 20, including all covenants, restrictions and easements contained herein. The Association shall, with the prior review and approval of the Planning and Zoning Commission or its authorized representative, adopt, maintain and enforce reasonable regulations for the
preservation, maintenance and use of such easement areas. If at any time the provisions of this Section 20, including all covenants, restrictions and easements contained herein are violated or not enforced by the Association or the reservation, preservation, maintenance or use of said easement areas, including septic maintenance, do not comply with the purposes of such areas or with the regulations adopted by the Association pursuant hereto, the Town may take any and all necessary action to assure proper compliance and may assess against the Association all costs incurred by the Town, including reasonable attorneys' fees, for such purposes. Any such assessment not paid within thirty (30) days after demand therefor shall bear interest from the date of demand at the rate established by law for interest upon money judgments, and the Town may bring an action at law to collect such assessment and there shall be added to the amount of such assessment, in such event, all costs incurred by the Town for such collection, including reasonable attorneys' fees. In the event the Association fails, neglects or refuses to pay such assessments made by the Town, the individual owners of the Lots, parcels or other portion of land within the Property subject to these covenants and restrictions and easements shall each be jointly and individually liable for any and all taxes and assessments made by the Town. In the event that any tax or assessment is not paid within thirty (30) days after demand therefor, it shall bear interest from the date of demand at the rate established by law and any penalties thereon, and the Town may bring an action at law to collect such assessment and there shall be added to the amount of such assessment, in such event, all costs incurred by the Town for such collection, including title search fees and reasonable attorneys' fees. No remedy or action brought to enforce, insure compliance or correct any violation of the provisions of this Section 20 shall prevent or bar the pursuing of any other available remedy or action to enforce, insure compliance or collect same.

J. Partial Invalidity

The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

Section 21. Accesseways

No Owner shall provide or permit a public accessway over or across any Lot, or any portion thereof, to a public street. Nothing contained herein shall prevent any Owner whose Lot fronts upon a public street from having direct access, for his own use, or those of his guests (but not others) to such public street.

Section 22. Bridle Paths

No Owner may prevent access to any permitted person to any portion of his Lot shown as a bridle path on Schedule B, annexed hereto and made a part hereof, nor may he erect gates, fences or other improvements affecting the use for access to such bridle paths without the prior written consent of the Association; provided nevertheless, that the foregoing provision shall be inapplicable unless the deed conveying any Lot to such Owner shall more specifically describe that portion of such Lot subject to the foregoing restriction, whether by way of course and distance description or by reference to a recorded map drawn to scale.
ARTICLE VII

EASEMENTS AND RIGHTS RESERVED BY THE DECLARANT

As a partial consideration for the granting of the rights and easements herein conveyed to the Association and the Owners of Lots, the Declarant without, in any way, intending to diminish the rights of the Town pursuant to Article VI, Section 20 hereof, hereby reserves unto itself, its successors and assigns, the following easements and rights.

Section 1. Easements for Utilities

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement or right to go on, over and under each Lot, the Common Property, or any other area within the Property to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cable, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage, or other public conveniences or utilities in the Property. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, rights to make any gradings of the soil, or to take other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Notwithstanding the within reservations, no such utility easement shall be applicable to any portion of a Lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Board of Directors of the Association or the Architectural Control Committee, and (b) be designated as the site for a building on a plot plan for erection of a building which has been filed with the Board of Directors of the Association or the Architectural Control Committee and which has been approved in writing by the Declarant. Further, no such easements shall be utilized to prevent the reasonable use of any Lot for the purposes permitted by Article VI, Section 20 hereof. Any such easement may be assigned by the Declarant to any public utility company.

The Declarant further reserves the right to locate wells, pumping stations, siltation basins and tanks within the Property, on any Common Property or any property designated for such use on the applicable subdivision map of said Property, or to locate the same upon any other property with the permission of the owner of such property.

Such rights may be exercised by an licensee or assignee of the Declarant, but this reservation shall not be considered an obligation of the Declarant or such licensee or assignee to provide or maintain any such utility or service.

Section 2. Easement for Erosion Control

In order to implement effective and adequate erosion control and protect the purity and beauty of lakes and waterways within the Property, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right to enter upon any Lot, the Common Property, or any other area within the Property for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements has commenced on such Property or the soil thereof has been graded. Provided, however, that prior to
exercising its rights to enter upon such property for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Declarant, its successors and assigns, shall give the Owner of the property the opportunity to take any corrective action required by giving the Owner of the property notice indicating what type of corrective action is required and specifying in the notice that immediate corrective action must be taken by the Owner. If the Owner fails to take the specified corrective action immediately, the Declarant may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such work, when performed by the Declarant, its successors and assigns, shall be paid by the Owner thereof.

The Declarant, its successors and assigns, shall have the further right to protect from erosion any land described as Common Property by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as deemed expedient or necessary by the Declarant. The right is likewise reserved to the Declarant to take steps necessary to provide and insure adequate drainage ways in open space, to remove diseased, dead or dangerous trees and carry out similar activities.

Section 3. Easement for Controlling Vegetation

In order to implement effective insect and woods fire control, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right to enter upon any Lot, the Common Property, or any other area within the Property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purposes of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which in the opinion of the Declarant detracts from the overall beauty of the Property. Its agents may likewise enter upon such property to remove any trash which has collected. The Declarant shall have the right to enter upon any Lot and trim, prune or remove at the expense of the Owner, any hedge or other planting which in the opinion of the Declarant or the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property, obscures the view of the street traffic, is unattractive in appearance, or if such action would be in the best interests of proper property management, provided, however, that the Owner shall be given at least fifteen days prior written notice of such action.

The provisions of this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this Section shall not be deemed a trespass.

All costs and expenses of the aforesaid vegetation control shall be paid by the Owner of the property upon which such work was performed upon demand, and if not paid within ten days thereof, then to become a lien upon the Lot affected, equal in priority to the lien provided for in Section 1 of Article V.

Section 4. Easements for Insect Control

In addition, in order to further implement effective insect and woods fire control, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable
easement and right on, over and under any property to dispense
pesticides and take other action which in the opinion of the
Declarant is necessary or desirable to control insects and vermin,
to cut fire breaks and other activities which in the opinion of the
Declarant are necessary or desirable to control fires on any prop-
erty, or any improvements thereon. Entrance upon property pursuant
to the provisions of this paragraph shall not be deemed a trespass.
No Owner shall dispense or apply any pesticide which has not been
approved in advance, in writing, by Declarant, its successors and
assigns.

Section 5. Easement for Wildlife Preservation

Pursuant to its overall program of wildlife conservation and
nature study, the Declarant reserves for itself, its successors and
assigns, a perpetual, alienable and releasable easement to erect
wildlife feeding stations, to plant small patches of clover and
food crops for various birds, animals and other wildlife, to make
access trails or paths or boardwalks through the Common Property
for the purpose of permitting observation and study of wildlife,
hiking, and riding, to erect small signs throughout the Common
Property designating points of particular interest and attraction,
and to take such other steps as are reasonable, necessary and
proper to further the aims and purposes of the open space and
community use and enjoyment thereof. No hunting or trapping shall
be permitted on any portion of the Property without the prior
approval of Declarant, its successors and assigns.

Section 6. Easement for Pathways

The Declarant expressly reserves to itself, its agents or
assigns, the right to build bridges, walkways or fixed spans across
any or all natural or man-made canals, creeks or lagoons in the
Property. Nothing in this Section shall be construed as placing an
affirmative obligation on the Declarant to provide or construct any
bridge, walkway or fixed span unless such bridge, walkway or fixed
span shall be shown and specifically designated on the recorded map
of the subdivision or section of Lots referred to and incorporated
in the deed of conveyance to the grantee Lot Owner asserting such
affirmative obligation to the grantor Declarant.

Section 7. Other Rights

The Declarant expressly reserves to itself, its successors and
assigns, every reasonable use and enjoyment of said Common Prop-
erty, in a manner not inconsistent with the provisions of this
Declaration.

The rights and easements reserved unto Declarant in this
Article VII shall not be unreasonably employed and shall be used
only where necessary to effect the stated intents and purposes of
said paragraph.

ARTICLE VIII

Section 1. Obligation to Build

Each Owner of a residential Lot shall cause the exterior of
his residence and ancillary structures to be completed within two
(2) years after the Owner shall have acquired title, except where
such completion is impossible or would result in great hardship to
the Owner or builder due to strikes, fires, national emergency or
natural calamities. Houses and other dwelling structures may not
be temporarily or permanently occupied until a certificate of
occupancy has been issued thereon by the Architectural Control Committee. The provisions of this Section shall not apply to Lots used for agricultural or farm purposes, nor shall it require Owners of more than one adjacent Lot to build more than one residence.

Section 2. Option to Repurchase

In the event an Owner of a residential Lot shall fail to cause a residential structure to be completed as provided in Section 1 above, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right and option to repurchase from such Owner such residential Lot, and such Owner, by his acceptance and recordation of the deed therefor, agrees to reconvey the same to the Declarant by a full warranty deed in customary form, with conveyance tax paid, subject to only those matters affecting title to which such Owner took subject to, at the original purchase price paid by the Owner within thirty (30) days of notice from the Declarant exercising the within option. Such option shall expire upon completion of a residential structure as provided in Section 1 above, provided, however, if notice of the option is given after construction of a residential structure has commenced, such option shall not be operative if construction is thereafter, within ten (10) days of notice of such option is given, diligently prosecuted to completion. If not so prosecuted, the option shall be in full force and effect.

ARTICLE IX

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS, MISCELLANEOUS

Section 1. Remedies for Breach of Covenants

In addition to the rights of the Declarant and the Association as set forth in Section 20 of Article VI, in the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereto or to prevent a violation or a breach. In addition to the foregoing, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel a compliance with the terms hereto or to prevent a violation of the terms of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited; and any conflict between any construction or interpretation of the Declarant, the Association or the Architectural Control Committee and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Declarant, the Association or the Architectural Control Committee as the case may be.
The Declarant, the Association and the Architectural Control Committee to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any findings, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Declarant, the Association and the Architectural Control Committee shall take into consideration the best interest of the Owners and the Property, to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, the Declarant, the Association and the Architectural Control Committee may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Nothing contained in the foregoing provisions of this Section 2 shall in any way permit Declarant, the Association, its Board of Directors of the Architectural Control Committee to limit, modify, terminate or otherwise to affect any covenant, easement or restriction set forth herein inuring to the benefit of, or enforceable by, the Towns of Greenwich, Connecticut and/or North Castle, New York.

Section 3. Validity of Mortgages

No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagees in actual possession, or any purchaser at any mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 4. Amendments

Except as otherwise provided in Section 20 of Article VI hereof, the Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion, from the date hereof, until December 31, 1988, so long as the voting power of existing members is not diluted thereby, nor the amounts of assessments of such existing members raised or changed in any manner which would adversely affect such members. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration of which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of
such amendment, and the total number of votes cast against the amendment. Such Addendum shall be made of record.

So long as the Declarant is entitled to elect a majority of the members of the Board of Directors of the Association, no amendment of this Declaration shall be made without the consent of the Declarant.

The quorum required for any action authorized to be taken by the Association under this Section 4 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 4, the presence at the meeting of the members or the proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

Section 5. Authorized Action

All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 6. Notices

Any notice required to be sent to any member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereof given, when mailed, with the proper first class postage affixed, to the address appearing on the Association's Membership List. Notice to one of two or more co-Owners or co-tenants of any property within the Property shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 7. Limited Liability

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this declaration, the Declarant shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 8. Assignability

The Declarant, its successors and assigns, notwithstanding any other provisions herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee, which may be the Association, shall take such rights subject to all obligations also contained herein.
Section 9. Partial Invalidity; Severability

Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reasons, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 10. Declaration Binding on Grantees and Lessees

Each Grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereof.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration

The Covenants, Easements and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns (and, with reference to the provisions of Article VI, Section 20, as provided therein).

Section 2. Enforcement

(a) Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against person or persons violating or attempting to violate any covenant or restriction either to restrain violation and to recover damages and against the land to enforce any lien created by these covenants; failure by the Association or by any other Owner (and, with reference to the provisions of Article VI, Section 20, by the parties or entities referred to therein) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Nothing contained herein shall be deemed to grant rights of enforcement of these Covenants, Easements and Restrictions to individual citizens of the Towns mentioned.

(b) Recognizing that sources of, and tributaries to, the public water supply of the Town of Greenwich are located on the New York State portion of the Property, the Town of Greenwich may by appropriate judicial proceedings, seek to enforce these Covenants, Easements and Restrictions (or to seek redress from a breach hereof) notwithstanding the fact that the activity complained of occurs in New York State, where such activity in any way pollutes
or threatens to pollute the Greenwich public water supply or the sources of or tributaries thereto.

IN WITNESS WHEREOF, Conyers Farm has caused these presents to be executed by a General Partner, duly authorized, this 13th day of JANUARY, 1983.

Signed, sealed and delivered in the presence of:

Maryellen DeVito
Maryellen DeVito
John E. Caldwell

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss:

Personally appeared CONYERS FARM by PETER M. BRANT, a General Partner, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said partnership before me.

Anthony Markert
Notary Public

ANTHONY G. MARKERT
NOTARY PUBLIC
PROPRIETARY DESCRIPTION

All those certain parcels of real property, together with all buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut and in the Town of North Castle, County of Westchester and State of New York and more particularly described as follows:

Block #1, south side Lower Cross Rd:

Beginning at the point formed by the intersection of the division line between land of the Grantor and land of Carleusa, Inc. with the westerly line of North Street and running thence along land of Carleusa, In: S. 84° 41' 20" W. 156.61 feet, thence still along land of Carleusa, Inc. to and along land of Baker N. 84° 56' W. 196.05 feet, N. 85° 44' W. 33.05 feet, N. 50° 34' W. 8.8 feet, N. 83° 08' W. 359.9 feet, N. 83° 42' W. 222.4 feet, N. 82° 52' W. 122.4 feet, N. 82° 52' W. 43.5 feet, N. 82° 16' W. 155.0 feet, N. 85° 49' W. 131.0 feet, N. 57° 40' W. 152.7 feet, S. 2° 14' W. 90.7 feet, S. 0° 30' W. 125.3 feet, S. 0° 35' E. 124.2 feet, S. 0° 01' W. 62.5 feet, S. 80° 14' W. 485.8 feet, S. 75° 39' W. 37.1 feet, S. 78° 39' W. 106.9 feet, S. 84° 15' W. 105.0 feet, S. 65° 39' W. 260.0 feet and S. 35° 53' W. 42.2 feet, thence still along land of Baker to and along land of Gospodinoff N. 84° 49' W. 66.9 feet, N. 84° 55' W. 235.4 feet, N. 10° 17' E. 7.0 feet, N. 83° 02' W. 33.4 feet, S. 80° 25' W. 56.0 feet, S. 80° 23' W. 40.2 feet, S. 73° 17' W. 14.3 feet, N. 77° 20' W. 48.4 feet, N. 16° 57' W. 30.3 feet, N. 2° 23' E. 98.2 feet, N. 10° 28' E. 10.2 feet, N. 4° 41' E. 57.25 feet, N. 0° 28' W. 38.5 feet, N. 2° 11' W. 76.6 feet, N. 47° 08' W. 43.6 feet, N. 6° 52' W. 44.5 feet, N. 4° 15' W. 20.6 feet, N. 16° 42' W. 40.0 feet, N. 1° 26' E. 31.3 feet and N. 15° 48' W. 28.9 feet to the southerly line of Lower Cross Road, thence easterly along the southerly line of Lower Cross Road S. 82° 56' E. 60.5 feet, N. 73° 54' E. 19.0 feet, N. 24° 10' E. 58.9 feet, N. 40° 25' E. 93.0 feet, N. 35° 22' E. 51.2 feet, N. 21° 15' E. 38.7 feet, N. 34° 53' E. 58.1 feet, N. 40° 22' E.

Schedule A
Block 11, south side Lower Cross Rd:
48.1 feet, N. 45° 14' E. 118.2 feet, N. 57° 30' E. 35.0 feet, N. 67° 20' E. 61.0 feet, N. 59° 26' E. 100.1 feet, N. 53° 30' E. 36.5 feet, N. 60° 01' E. 154.4 feet, N. 44° 57' E. 101.9 feet, N. 35° 34' E. 104.2 feet, N. 50° 26' E. 146.4 feet, N. 88° 40' E. 97.0 feet, N. 84° 44' E. 45.0 feet, N. 72° 25' E. 71.45 feet, N. 66° 18' E. 72.35 feet, S. 87° 49' E. 11.65 feet, N. 74° 25' E. 230.05 feet, N. 72° 31' E. 101.55 feet, N. 75° 09' E. 103.65 feet, and 54.6 feet along the arc of a circle curving to the right on a radius of 59.28 feet, S. 73° 21' E. 176.6 feet and 68.7 feet along the arc of a circle curving to the left on a radius of 87.71 feet, N. 74° 50' E. 65.9 feet and 41.7 feet along the arc of a circle curving to the right on a radius of 147.1 feet, S. 88° 55' E. 130.1 feet and 84.6 feet along the arc of a circle curving to the left on a radius of 360.0 feet, N. 77° 37' E. 164.3 feet and 109.35 feet along the arc of a circle curving to the right on a radius of 410.4 feet, S. 87° 01' E. 192.35 feet, N. 82° 44' E. 135.2 feet and 93.8 feet along the arc of a circle curving to the right on a radius of 262.75 feet, S. 75° 43' E. 212.3 feet, S. 71° 59' E. 97.75 feet and 56.0 feet along the arc of a circle curving to the right on a radius of 38.76 feet to the westerly line of North Street, thence southerly along the westerly line of North Street S. 10° 46' 30" W. 358.0 feet and S. 3° 15' 30" W. 498.65 feet to the point of beginning and containing 69.283 acres.

The general boundaries of the above described tract of land are northerly by Lower Cross Road; easterly by North Street; southerly by land of Carleton, Inc., by land of Eaker and land of Goscinioff; westerly by land of Goscinioff and by Lower Cross Road.
Block #2, Lower Cross Rd. to Upper Cross Rd:

Beginning at the point formed by the intersection of the westerly line of North Street with the northerly line of Lower Cross Road and running thence westerly along the northerly line of Lower Cross Road 113.15 feet along the arc of a circle curving to the right on a radius of 67.51 feet, N. 75° 32' W. 269.2 feet and 123.55 feet along the arc of a circle curving to the left on a radius of 330.77 feet, S. 83° 04' W. 55.2 feet, N. 87° 15' W. 140.55 feet, N. 88° 01' W. 169.9 feet and 27.85 feet along the arc of a circle curving to the left on a radius of 102.54 feet, S. 76° 26' W. 43.95 feet, S. 79° 47' W. 171.45 feet and 73.7 feet along the arc of a circle curving to the right on a radius of 346.22 feet, N. 88° 01' W. 130.9 feet and 27.8 feet along the arc of a circle curving to the left on a radius of 101.11 feet, S. 76° 13' W. 67.9 feet and 43.25 feet along the arc of a circle curving to the right on a radius of 96.77 feet, N. 78° 10' W. 171.4 feet and 84.45 feet along the arc of a circle curving to the left on a radius of 132.85 feet, S. 75° 22' W. 204.2 feet, S. 71° 45' W. 253.55 feet, S. 70° 35' W. 156.35 feet, S. 87° 05' W. 148.35 feet, S. 88° 00' W. 115.65 feet, S. 37° 00' W. 153.25 feet, S. 47° 01' W. 111.65 feet, S. 55° 02' W. 170.8 feet, S. 63° 55' W. 99.7 feet, S. 61° 38' W. 105.35 feet, S. 38° 32' W. 108.9 feet, S. 52° 14' W. 81.25 feet, S. 25° 58' W. 78.5 feet and 276.15 feet along the arc of a circle curving to the right on a radius of 243.65 feet, N. 85° 37' W. 181.95 feet, S. 83° 21' W. 65.7 feet and 179.42 feet along the arc of a circle curving to the right on a radius of 300.0 feet, N. 62° 23' W. 139.35 feet and N. 72° 09' W. 142.8 feet, thence along land now or formerly
Block 12, Lower Cross Rd. to Upper Cross Rd:
of Shed N. 25° 28' E. 133.35 feet, N. 40° 49' E. 107.0 feet, N. 8° 21' E.
107.2 feet, N. 22° 21' E. 33.1 feet, N. 28° 07' E. 36.5 feet, N. 67° 01' E.
174.3 feet, N. 28° 57' E. 125.8 feet, N. 22° 59' E. 27.6 feet, S. 84° 28'
W. 102.0 feet, N. 3° 02' W. 263.6 feet and N. 0° 58' E. 107.9 feet, thence
still along land now or formerly of Shed to and along land of Davis N. 80°
55' W. 990.65 feet, thence along land of Parras N. 26° 59' E. 258.8
feet, N. 26° 47' E. 543.1 feet and N. 58° 10' W. 490.25 feet, thence
along land of Giorgi N. 14° 49' E. 75.8 feet, N. 10° 41' E. 96.6 feet,
N. 15° 14' W. 114.0 feet, N. 11° 20' W. 105.5 feet, N. 27° 53' W.
66.05 feet and N. 84° 18' W. 166.8 feet, thence still along land of
Giorgi to and along land of Pasbitt S. 55° 26' W. 128.4 feet, S. 65° 18'
W. 131.4 feet, S. 87° 13' W. 105.6 feet, and N. 88° 00' W. 66.4 feet,
thence along land of Kent N. 11° 18' E. 54.05 feet, N. 9° 55' W. 30.4 feet,
N. 7° 44' E. 38.35 feet, N. 28° 52' W. 40.3 feet, N. 72° 46' W. 20.4 feet,
N. 10° 11' E. 316.75 feet, N. 24° 01' E. 151.15 feet, N. 59° 39' W. 207.7
feet, N. 61° 27' W. 100.05 feet, N. 64° 04' W. 115.5 feet, N. 66° 33'
W. 100.05 feet, N. 68° 46' W. 92.5 feet and N. 66° 21' W. 72.9 feet to the
easterly line of Lake Avenue, thence northerly along the easterly line
of Lake Avenue, N. 27° 10' E. 83.5 feet, N. 35° 22' E. 87.2 feet, N. 44°
39' E. 85.2 feet, N. 60° 38' E. 110.2 feet, N. 60° 46' E. 38.8 feet, S. 75°
27' E. 11.6 feet, S. 43° 03' E. 15.2 feet, N. 48° 47' E. 108.2 feet, N. 37°
31' E. 44.8 feet, N. 27° 38' E. 116.6 feet, N. 13° 23' E. 73.9 feet,
N. 12° 39' E. 74.1 feet, N. 9° 28' E. 120.0 feet, N. 0° 14' W. 79.25 feet,
N. 7° 27' E. 23.0 feet, N. 19° 15' E. 58.8 feet, N. 80° 03' W. 3.0 feet,
N. 13° 13' E. 35.05 feet, S. 83° 10' E. 10.25 feet, N. 41° 19' E. 30.7
feet, N. 38° 07' E. 41.85 feet, N. 40° 11' E. 66.4 feet, N. 26° 07' E.
25.65 feet, N. 14° 43' E. 19.5 feet, N. 1° 26' E. 10.4 feet, N. 15° 50' W.
125.25 feet, N. 7° 15' E. 57.7 feet, and 29.3 feet along the arc of a circle
curving to the right on a radius of 56.31 feet, N. 37° 06' E. 26.4 feet
and 82.95 feet along the arc of a circle curving to the left on a radius
Block No. 2, Lower Cross Rd. to Upper Cross Rd.

of 212.6 feet, N. 14° 47' E. 61.4 feet, N. 17° 24' E. 154.2 feet, N. 25° 20' E. 160.65 feet, N. 20° 24' E. 53.2 feet and 69.95 feet along the arc of a circle curving to the right on a radius of 692.9 feet, N. 26° 11' E. 95.45 feet, N. 24° 08' E. 30.0 feet, N. 21° 16' E. 73.7 feet and 70.0 feet along the arc of a circle curving to the right on a radius of 1,167.82 feet, N. 24° 42' E. 43.0 feet, N. 20° 18' E. 25.0 feet, N. 32° 58' E. 18.0 feet and N. 46° 49' E. 18.65 feet to the southerly line of Upper Cross Road, thence easterly along the southerly line of Upper Cross Road N. 88° 54' E. 81.4 feet, N. 49° 45' E. 203.7 feet, N. 55° 18' E. 20.15 feet, N. 64° 18' E. 22.6 feet, N. 68° 17' E. 9.45 feet and 35.5 feet along the arc of a circle curving to the right on a radius of 53.43 feet, S. 84° 22' E. 11.95 feet, S. 75° 15' E. 39.7 feet, S. 72° 15' E. 39.05 feet, S. 67° 45' E. 40.0 feet, S. 66° 27' E. 152.7 feet, N. 87° 21' E. 112.9 feet, N. 55° 16' E. 133.85 feet, S. 77° 45' E. 48.5 feet, S. 77° 07' E. 95.95 feet, N. 73° 57' E. 71.9 feet and 38.6 feet along the arc of a circle curving to the right on a radius of 59.86 feet, N. 42° 00' E. 131.75 feet and 71.1 feet along the arc of a circle curving to the right on a radius of 62.23 feet, S. 72° 32' E. 38.65 feet, S. 63° 52' E. 38.25 feet, S. 71° 36' E. 20.0 feet, S. 80° 15' E. 39.7 feet, S. 86° 17' E. 63.65 feet, S. 75° 39' E. 36.0 feet, S. 72° 13' E. 40.6 feet, S. 65° 01' E. 39.1 feet, S. 63° 44' E. 80.1 feet, S. 60° 57' E. 20.0 feet, S. 57° 41' E. 69.25 feet, S. 55° 12' E. 39.6 feet, S. 53° 59' E. 41.9 feet and 88.65 feet along the arc of a circle curving to the right on a radius of 209.61 feet, S. 29° 45' E. 59.45 feet, S. 34° 21' E. 48.9 feet, S. 48° 10' E. 30.05 feet, S. 53° 23' E. 50.5 feet, S. 60° 26' E. 47.15 feet, S. 66° 27' E. 44.6 feet and 47.35 feet along the arc of a circle curving to the left on a radius of 59.4 feet, N. 67° 54' E. 54.1 feet, N. 63° 06' E. 19.0 feet, N. 59° 06' E. 29.15 feet, N. 54° 41' E. 101.5 feet, N. 57° 56' E. 68.95 feet, N. 63° 39' E. 36.0 feet, N. 80° 54' E. 33.85 feet, S. 89° 05' E. 30.15 feet, S. 82° 26' E. 98.75 feet, S. 80° 54' E. 162.9 feet, S. 81° 35' E. 208.6 feet, S. 85° 16' E. 237.8 feet, S. 84° 52' E.
Block 12, Lower Cross Rd. to Upper Cross Rd:

284.2 feet and S. 84° 46' E. 615.9 feet, thence along land of Manufacturers Hanover Trust Co. & Maurice C. Greenbaum, Trustees, et al, S. 2° 24' 40" W. 871.52 feet and 267.38 feet along the arc of a circle curving to the right on a radius of 900.0 feet and having a chord of S. 41° 43' 30" E. 265.19 feet, S. 28° 57' 30" E. 50.0 feet and 345.94 feet along the arc of a circle curving to the right on a radius of 921.18 feet,

S. 7° 26' 30" E. 199.33 feet and 36.9 feet along the arc of a circle curving to the right on a radius of 1,250.0 feet; S. 74° 36' 10" E. 394.66 feet and N. 87° 14' 40" E. 388.96 feet, thence southerly along land now or formerly of Brant 393.58 feet along the arc of a circle curving to the right on a radius of 675.0 feet and having a chord of S. 2° 25' 55" E. 388.02 feet to the westerly line of North Street, thence southerly along the westerly line of North Street 16.05 feet along the arc of a circle curving to the right on a radius of 812.96 feet and having a chord of S. 12° 24' 05" W. 16.04 feet, S. 12° 58' W. 1,822.6 feet and 129.9 feet along the arc of a circle curving to the left on a radius of 1,568.25 feet and S. 8° 27' W. 550.7 feet to the point of beginning and containing 568.636 acres.

The general boundaries of the above described tract of land are northerly by Upper Cross Road and by land of Manufacturers Hanover Trust Co. & Maurice C. Greenbaum, Trustees, et al; easterly by land of Manufacturers Hanover Trust Co. & Maurice C. Greenbaum, Trustees, et al; North Street; southerly by Lower Cross Road and by land of Shedd, land of Davis, land of Farrar, land of Giorgi, land of Hosbitz and land of Kent; westerly by land of Shedd, land of Farrar, land of Giorgi, land of Kent and by Lake Avenue.
Block 51 and New York Property:

Beginning at the point formed by the intersection of the division line between land of the Greater and land of Crossan with the northerly line of Upper Cross Road and running thence westerly, along the northerly line of Upper Cross Road N. 64° 48' W. 506.9 feet, N. 85° 18' W. 233.1 feet, N. 81° 35' W. 217.65 feet, N. 77° 18' W. 122.0 feet, N. 80° 15' W. 40.6 feet, N. 81° 57' W. 59.35 feet, N. 83° 21' W. 39.6 feet, N. 89° 54' W. 30.8 feet, S. 84° 24' W. 18.6 feet, S. 69° 08' W. 40.6 feet, S. 59° 40' W. 78.9 feet, S. 57° 59' W. 50.35 feet, S. 56° 59' W. 35.9 feet, S. 51° 46' W. 28.7 feet, S. 52° 40' W. 16.6 feet, S. 60° 52' W. 24.55 feet, S. 63° 26' W. 18.75 feet and 44.34 feet along the arc of a circle curving to the right on a radius of 94.2 feet, thence along land of Greenbaum & Manufacturer's Hanover Trust Co., (Trustees) N. 3° 47' 40" W. 1.395.69 feet, N. 71° 56' W. 95.21 feet, N. 40° 38' M. 114.06 feet, N. 44° 53' 10" M. 1,744.77 feet and S. 26° 03' 40" M. 2,372.62 feet to the westerly line of Lake Avenue, thence northerly along the easterly line of Lake Avenue N. 32° 10' W. 57.67 feet, N. 46° 35' W. 70.1 feet, N. 74° 65' W. 60.7 feet, S. 84° 01' W. 79.5 feet, N. 73° 03' W. 59.4 feet, N. 55° 22' M. 30.2 feet, N. 59° 13' M. 50.5 feet, N. 17° 32' M. 50.1 feet, N. 0' 06' M. 42.4 feet, N. 08' 23' E. 97.25 feet, N. 15' 35' M. 58.7 feet, N. 16° 41' W. 139.3 feet, N. 35° 04' M. 57.5 feet, N. 60° 55' M. 59.6 feet, N. 69° 09' M. 60.3 feet, S. 79° 40' W. 156.0 feet, N. 87° 08' M. 81.3 feet, N. 82° 21' W. 40.5 feet, N. 75° 36' W. 60.2 feet, N. 65° 30' W. 151.15 feet, N. 83° 43' W. 101.1 feet, N. 54° 43' M. 30.2 feet, N. 32° 27' W. 19.7 feet, N. 28° 44' W. 140.1 feet, N. 41° 46' M. 39.85 feet, N. 43° 28' M. 69.4 feet
Block 3 and New York Property:

N. 22° 17' W. 49.3 feet, N. 2° 53' W. 19.3 feet, N. 27° 57' E. 111.85 feet, N. 10° 32' E. 101.6 feet, N. 6° 47' E. 18.1 feet, N. 9° 35' W. 88.0 feet, N. 13° 59' W. 39.9 feet, N. 40° 30' W. 178.15 feet, N. 9° 25' E. 89.0 feet, N. 7° 07' E. 22.5 feet, N. 7° 21' W. 79.65 feet, N. 17° 29' W. 259.8 feet and N. 12° 18' W. 39.05 feet to the easterly line of Head Road, thence northerly along the easterly line of Head Road N. 7° 09' E. 10.3 feet, N. 8° 56' E. 83.2 feet, N. 17° 08' E. 28.4 feet, N. 19° 25' E. 70.2 feet, N. 12° 40' E. 177.05 feet, N. 15° 26' W. 15.6 feet, N. 28° 57' W. 206.9 feet, N. 26° 27' W. 133.05 feet, N. 19° 30' W. 57.65 feet, N. 21° 48' W. 75.1 feet, N. 15° 42' W. 29.2 feet, N. 12° 26' W. 22.55 feet, N. 6° 45' W. 73.05 feet, N. 6° 55' W. 102.4 feet, N. 7° 42' 30" W. 327.3 feet, N. 63° 35' W. 5.45 feet, N. 32° 39' W. 166.2 feet, N. 27° 43' W. 18.0 feet, N. 18° 02' W. 89.5 feet, N. 19° 20' W. 200.1 feet, N. 23° 48' W. 100.1 feet, N. 22° 17° W. 191.5 feet, N. 33° 14' W. 105.0 feet, N. 42° 03' W. 74.7 feet, N. 36° 13' W. 30.0 feet, N. 21° 18' W. 37.9 feet, N. 16° 39' W. 128.2 feet, N. 10° 17' W. 78.75 feet, N. 1° 57' W. 158.9 feet and 60.8 feet along the arc of a circle curving to the right on a radius of 370.83 feet, N. 8° 50' E. 208.7 feet, N. 5° 12' E. 151.05 feet, N. 3° 12' E. 72.1 feet, N. 1° 22' E. 131.9 feet, N. 1° 20' W. 184.6 feet, N. 11° 23' E. 13.45 feet and N. 27° 43' E. 22.35 feet to the southerly line of Round Hill Road, thence easterly along the southerly line of Round Hill Road, N. 51° 47' E. 30.8 feet, N. 59° 24' E. 150.95 feet, N. 40° 12' E. 125.05 feet, N. 42° 30' E. 84.05 feet and N. 52° 21' E. 155.0 feet, thence along land now or formerly of Tavolacci S. 72° 56' E. 34.35 feet, N. 47° 40' W. 59.55 feet, N. 71° 10' E. 69.75 feet, N. 85° 22' W. 68.35 feet, N. 83° 11' W. 134.05 feet, N. 6° 11' E. 286.4 feet and N. 5° 43' W. 141.95 feet to the easterly line of Round Hill Road, thence northerly along the easterly line of Round Hill Road N. 1° 22' E. 13.8 feet, N. 15° 00' W. 74.6 feet, N. 6° 24' E. 120.6 feet, N. 10° 38' W. 86.8 feet, N. 17° 29' W. 83.7 feet,
Block 83 and New York Property:
N. 2° 57' W. 157.0 feet, N. 0° 54' E. 86.9 feet, N. 18° 14' W. 63.6 feet
and N. 27° 01' E. 78.85' feet, thence along land now or formerly of Lattarulo
N. 89° 07' E. 187.25 feet, S. 76° 43' E. 61.9 feet, S. 65° 08' E. 100.2 feet
and S. 59° 42' E. 112.8 feet, thence along land of Wise S. 83° 00' E. 201.65
feet and S. 83° 47' E. 138.8 feet, thence along land of Byram Hills
School District S. 81° 55' 20" E. 1,047.56 feet, thence along land of
Troy S. 5° 23' 30" E. 132.1 feet, S. 6° 30' E. 299.95 feet, S. 14° 36' E. 223.6 feet, S. 21° 25' 30" E. 113.35 feet, S. 7° 03' E. 167.35 feet,
N. 78° 49' 30" E. 96.4 feet, N. 80° 11' 30" E. 131.05 feet, N. 60° 08'
30" E. 83.0 feet, N. 81° 00' 30" E. 146.1 feet, N. 87° 30' 30" E. 70.85
feet, S. 21° 06' E. 83.65 feet, S. 18° 06' 30" E. 88.5 feet, S. 12° 25'
30" E. 61.85 feet, S. 13° 53' 30" E. 152.15 feet, S. 11° 39' 30" E. 179.9
feet, S. 9° 14' 30" E. 164.0 feet, S. 6° 22' E. 236.05 feet, S. 12° 12'
E. 73.0 feet, S. 10° 55' E. 139.6 feet, N. 50° 05' E. 186.7 feet, N. 48'
28' 05' E. 181.67 feet, N. 6° 00' E. 34.79 feet, N. 11° 32' 30" E. 60.06
feet, N. 7° 06' 10" E. 74.82 feet, N. 18° 48' 40" W. 68.58 feet, N. 11'
17' 30" W. 42.57 feet, N. 6° 17' W. 23.75 feet, N. 1° 34'. 10" E. 29.88
feet, N. 4° 32' W. 26.07 feet, N. 20° 17' W. 41.18 feet, N. 22° 47' 30"
W. 17.57 feet, N. 2° 56' 40" E. 28.58 feet, N. 14° 32' 50" E. 12.51 feet,
N. 1° 11' 20" W. 66.4 feet, N. 3° 01' 50" W. 35.45 feet, N. 5° 14' 50"
E. 27.56 feet, N. 0° 34' 20" W. 56.27 feet, N. 4° 10' 50" W. 28.56 feet,
N. 2° 51' W. 51.9 feet, N. 10° 24' 20" W. 7.83 feet, N. 7° 34' 10" E.
17.79 feet, N. 0° 02' 40" E. 17.82 feet, N. 9° 14' 10" W. 105.0 feet,
N. 16° 14' 10" E. 88.0 feet, N. 18° 44' 10" E. 153.0 feet, N. 27° 29'
10° E. 204.0 feet, N. 9° 14' 10" E. 282.0 feet, N. 5° 63' 40" E. 16.82
feet, N. 22° 19' 40" E. 7.36 feet, N. 65° 01' 10" E. 43.68 feet, N. 66°
10' 30" E. 174.01 feet, N. 66° 30' 40" E. 45.28 feet, N. 62° 33' 10" E.
98.47 feet, N. 74° 16' 50" E. 54.7 feet, N. 68° 10' 30" E. 121.77 feet,
N. 54° 05' E. 27.26 feet, N. 06° 27' 10" E. 115.85 feet, N. 70° 35' 40"
E. 24.65 feet and N. 63° 45' 50" E. 80.21 feet, thence along land of
Block #3 and New York Property:
Bukov N. 66° 06' 30" E. 262.38 feet, N. 65° 49' 35" E. 112.08 feet, N. 66° 42' 40" E. 63.05 feet, N. 65° 36' 10" E. 393.41 feet, N. 64° 32' 10" E. 199.29 feet and N. 67° 46' 40" E. 61.37 feet to the westerly line of the Bedford-Banksville Road and running thence southerly along the westerly line of the Bedford-Banksville Road S. 36° 45' E. 309.71 feet, S. 30° 01' 20" E. 200.1 feet, S. 21° 04' 10" E. 68.27 feet, S. 30° 37' E. 52.13 feet, S. 23° 44' 40" E. 100.12 feet, S. 28° 11' 40" E. 108.06 feet, S. 22° 23' 50" E. 68.19 feet, S. 23° 10' 20" E. 219.61 feet and S. 18° 03' E. 28.96 feet, thence along other land of the Grantor about to be conveyed to the Banksville Independent Fire Co. S. 4° 30' W. 355.74 feet, S. 22° 04' 20" W. 79.0 feet, S. 22° 17' 40" W. 76.04 feet, S. 20° 24' 60" W. 38.0 feet, S. 24° 09' 10" W. 24.51 feet, S. 22° 27' E. 36.56 feet and S. 27° 02' 20" E. 70.95 feet, thence along land now or formerly of the Bedford Cooley Corp. S. 77° 30' 40" W. 16.67 feet, S. 74° 46' 50" W. 100.0 feet, S. 79° 55' 30" W. 100.06 feet, S. 76° 18' 10" W. 154.69 feet, S. 74° 43' 30" W. 87.44 feet, S. 70° 02' 10" W. 83.81 feet, S. 4° 26' 20" W. 79.68 feet and S. 13° 53' 50" W. 47.59 feet, thence still along land now or formerly of the Bedford Cooley Corp. to and along land now or formerly of DiGiacinto S. 22° 03' 10" W. 85.09 feet, S. 27° 13' 40" W. 94.14 feet, S. 32° 13' 30" W. 92.01 feet, S. 41° 12' 10" W. 101.45 feet, S. 22° 26' 50" E. 85.75 feet, S. 27° 22' 20" E. 100.05 feet, and S. 10° 53' 40" E. 80.5 feet, thence along land now or formerly of Berger S. 21° 22' 40" E. 125.92 feet, thence along land now or formerly of Briggs S. 18° 04' 50" E. 85.5 feet, S. 16° 34' E. 27.63 feet, N. 81° 54' E. 97.04 feet, N. 80° 12' 20" E. 54.21 feet, N. 81° 45' 40" E. 72.76 feet, N. 81° 28' 50" E. 92.55 feet, N. 80° 44' 10" E. 78.37 feet, N. 74° 09' E. 31.95 feet, N. 88° 14' 10" E. 59.07 feet and S. 77° 55' 40" E. 125.02 feet, thence along land now or formerly of Bates S. 66° 46' 50" E. 57.12 feet, S. 42° 18' 50" E. 55.2 feet, S. 27° 43' 50" E. 47.42 feet.
Block 13 and New York Property:
S. 17° 08' 50" E. 58.64 feet and S. 6° 07' 50" E. 67.63 feet, thence along land now or formerly of Best S. 4° 28' 50" E. 235.28 feet, thence still along land now or formerly of Best to and along the westerly end of a Lane running easterly to the Bedford-Banksville Road S. 3° 43' 50" E. 118.29 feet, thence along land of Gospodinoff S. 66° 43' W. 2.29 feet, S. 67° 33' W. 243.5 feet, S. 67° 02' W. 169.0 feet, S. 67° 56' W. 12.4 feet, S. 39° 48' E. 89.3 feet, S. 39° 39' E. 91.0 feet, S. 37° 02' E. 74.0 feet, S. 42° 48' E. 97.0 feet, S. 46° 15' E. 28.5 feet, S. 36° 02' E. 18.5 feet and N. 83° 35' E. 116.05 feet, thence along land of The Kennedy Nursery, Inc. S. 6° 45' E. 350.55 feet, N. 85° 53' E. 58.5 feet, S. 3° 25' W. 102.05 feet, S. 4° 03' W. 100.05 feet, S. 3° 15' W. 133.15 feet and S. 1° 55' W. 67.2 feet, thence still along land of The Kennedy Nursery, Inc. to and along land of Cunningham S. 2° 09' W. 87.7 feet, S. 1° 54' W. 237.45 feet and S. 1° 43' E. 25.45 feet, thence along land now or formerly of Pickering S. 17° 45' W. 54.1 feet and S. 3° 09' W. 218.0 feet, thence still along land now or formerly of Pickering to and along land of Frisch S. 3° 04' W. 56.0 feet and S. 2° 22' W. 183.7 feet, thence still along land of Frisch to and along land of Sheinin S. 6° 53' E. 85.9 feet, S. 3° 01' E. 43.1 feet, S. 6° 31' W. 162.3 feet, S. 81° 34' E. 175.3 feet, S. 82° 37' E. 350.4 feet and S. 81° 50' E. 182.2 feet to the westerly line of North Street, thence southerly along the westerly line of North Street S. 10° 28' W. 131.85 feet and 87.9 feet along the arc of a circle curving to the right on a radius of 732.51 feet, S. 17° 20' 30" W. 335.0 feet and 37.8 feet along the arc of a circle curving to the right on a radius of 152.45 feet, S. 31° 33' W. 129.1 feet and 81.35 feet along the arc of a circle curving to the left on a radius of 261.32 feet, S. 13° 43' W. 110.9 feet and 150.45 feet along the arc of a circle curving to the left on a radius of 430.25 feet, S. 6° 19' E. 406.4 feet and 105.9 feet along the arc of a circle curving to the right on a radius of 1,156.02 feet, S. 1° 24' E. 168.3 feet
Block #3 and New York Property:

and 177.7 feet along the arc of a circle curving to the left on a radius of 457.22 feet and S. 23° 20' E. 80.85 feet, thence along land of Motherwell to and along land of Creedon S. 87° 18' 30" W. 667.78 feet and S. 6° 35' E. 718.55 feet to the point of beginning and containing 828.094 acres.

The general boundaries of the above described tract of land are

northerly by Round Hill Road, by land now or formerly of Tavolacci, land now or formerly of Lattuolo, land now or formerly of Wise, land of Byram Hill School District, land of Troy, land now or formerly of Bukov, land now or formerly of Briggs, land of Gospodinoff, land of The Kennedy Nursery, Inc. and land of Shenin: easterly by land of Troy, by the Bedford-Banksville Road, by land of the Grantor about to be conveyed to the Banksville Independent Fire Co., by land now or formerly of Bedford Cooley Corp., land now or formerly of DiGiancinto, land now or formerly of Berger, land now or formerly of Briggs, land now or formerly of Bates, land now or formerly of Best, by the westerly end of a lane leading easterly to the Bedford-Banksville Road, by land of Gospodinoff, land of The Kennedy Nursery, Inc., land of Cunningham, land now or formerly of Pickering, land of Fitch, land of Shenin, by North Street, by land of Creedon and by land of Greenbaum and Manufacturer's Hanover Trust Co., (Trustees); southerly by land of the Grantor about to be conveyed to the Banksville Independent Fire Co., land now or formerly of Bedford Cooley Corp., land of Gospodinoff, land of Motherwell, land of Creedon, by Upper Cross Road and by land of Greenbaum and Manufacturer's Hanover Trust Co., (Trustees); westerly by land of Greenbaum and Manufacturer's Hanover Trust Co., (Trustees), by Lake Avenue, by Van Road, by land now or formerly of Tavolacci, by Round Hill Road and by land of Troy.
THE PLAN FOR CONYERS FARM

Schedule D

Received for Record JAN 21 1983 at 3:46 P.M. by

Town Clerk.

M. Attendit

Fred Land @ Harris
Lot #11
15.159 Ac.

Lot #9
22.502 Ac.

Lot #12
15.099 Ac.

NOTES:
7) Notwithstanding the foregoing provision, the Applicant shall adhere to all other wetland, waterbody, and watersheds identified in this Agreement or any other agreement, and shall not reduce the area of any wetland or waterbody identified in this Agreement or any other agreement.

8) Parcels A, B, and C are common property to be used as access to the property. Parcels D, E, and L are used for access to the property.

9) In the Conservation Covenant area, the following activities shall be prohibited or restricted: (a) Any construction or alteration of structures, including any road, bridge, or other structure, that would reduce the extent of any wetland, waterbody, or any other area identified in this Agreement.

10) Lot #11 is subject to the following restrictions: (a) No construction or alteration of structures, including any road, bridge, or other structure, that would reduce the extent of any wetland, waterbody, or any other area identified in this Agreement.

11) There shall be no farm use, grazing, or other agricultural activity, or activities associated with the activities described in this Agreement, within a 500-foot setback from any wetland, waterbody, or other area identified in this Agreement.

12) There shall be no common or shared access, beach or swimming area, or any other area associated with the activities described in this Agreement, within a 500-foot setback from any wetland, waterbody, or other area identified in this Agreement.

13) All activities are to be located underground within the road rights-of-way unless otherwise approved by the Planning and Zoning Commission.

14) All underground fuel storage tanks shall be constructed of non-corrosive materials.

15) Conservation Covenants and Current Forest area shall be permanently marked in accordance with the requirements of the Declaration of Conyers Farm Covenants and Restrictions.

(See Sheet 6 for additional notes)
10. Applicant shall submit to Planning and Zoning Commission a representation and written consent plan to mitigate impacts of road construction and other activities, including, but not limited to, the following:

a. Protection of environmentally significant habitats and for minimizing adverse impacts on land and water; preservation of significant historic, archaeological, and natural resources identified on the subdivision plan; and also on each lot for natural and historic resources identified on the applicant's E.I.S. including, but not limited to, significant trees, shrubs, and other natural features, and wetlands and floodplains, requires that all natural habitats and significant trees and shrubs be preserved, and that all wetlands and floodplains be preserved, and that all natural habitats and significant trees and shrubs be preserved, and that all wetlands and floodplains be preserved.

b. In accordance with the Subdivision Regulations, subdivision and construction shall be in place and approved by the Planning and Zoning Commission before any grading, clearing, or conditioning of any area and before any building or road construction, laying out of recreation facilities, including recreation trails and parks, and before any ground or underground activities associated with management of surface water.

c. The Planning and Zoning Commission shall be consulted on environmental issues prior to the commencement of any phase of construction or development. No construction activity or alteration of topography shall be permitted and no foundation or building permits shall be issued until the Planning and Zoning Commission is satisfied that precautions have been made to protect all environmentally sensitive features that might be adversely affected by planned activity. (See Sheet 3 for additional notes.)
NOTES:
19) Property lines in an area determined by the Town Planner after consultation with Commissioners of Public Works, shall be surveyed to guarantee compliance of environmental protection measures including sedimentation and erosion controls.
20) Use of archaeological and historical reference identified in the E.I.S. and on the site record sheet shall be studied by qualified personnel before the initiation of any construction phase activities which might breach the integrity of these areas.
21) Inland Wetlands and Watercourses areas have been identified on this subdivision. An Inland Wetlands permit or letter of permission will be needed for activity on all lots except #16.

BRANT FARM SOUTH
38.726 AC.

LOT #34
14.566 AC.

LOT #35
19.381 AC.

UPPER CROSS ROAD

22) Use of lots, farms and common property shall be subject to the Declaration of Covenants and Restrictions.
23) Comments of the Engineering Division shall be completed with or incorporated in memo dated 6/10/94, that all roads shall be paved to a width of 10 feet except in those areas where utility shall require a greater width.
24) Use of any part of the property for group or common recreational purposes or facilities including, but not limited to, picnic sites, badminton courts for sale, tennis, and other sports, benches, bridges, paths or for common parking areas shall be reviewed and approved by a site plan by the Planning and Zoning Commissions.
25) There shall be no regular access to Lake Avenue from Corner Farm Drive. There shall be a crash gate on said drive for emergency purposes only.
Mr. Alan Devaul
S.E. Minor & Co., Inc.
Drawer 92
Greenwich, CT. 06836

RE: SUBDIVISION APPLICATION #1004 - Dami Corp. - Conyers Farm

Dear Mr. Devaul,

At the Planning and Zoning Commission's meeting held on July 29, 1986
after studying your final re-subdivision plan, it was decided to notify you of the following results:

The Commission unanimously adopted the following resolution:

RESOLVED, that Subdivision #1004, a final resubdivision of Lots 13 and 14 of Dami Corporation at Conyers Farm on Lowere Cross Rd. and Conyers Farm Dr. consisting of a record sheet prepared by S.E. Minor & Co., INC. dated April 10, 1986 is hereby approved with modifications;

Said property is bounded:
Southerly by Lower Cross Road;
Easterly by Conyers Farm Drive;
Northerly by Lot #13 GLR #5970;
Westerly by Lot #18 GLR #5970

The modifications are as follows and must be resolved prior to signing the record sheet:

1. A note be added to the final record sheet as follows:
"Private subsurface sewage disposal systems and drilled wells can be installed on these lots. However, due to projected high groundwater, the sewage systems for these lots must be designed by a professional engineer licensed in the State of Connecticut".

2. Replace existing Note #1 with the following wording:
"This subdivision is a resubdivision of Lot #14 and a portion of Lot #13 as shown on map number 5970, Greenwich Land Records. These
lots are subject to all applicable notes and conditions set forth on the filed subdivision maps and Declaration of Restrictions.

3. A new note be added to the record sheet as follows:
"New driveway locations shall be approved by the Town Engineering Division prior to building permit/street opening permit issuance".

4. Applicant will notify the Conservation Coordinator prior to any building permit being issued for any construction on Lot 14A regarding house, driveway, septic or pools so that he can monitor construction methods and placements so that no encroachment into setback areas will occur.

5. A revised Declaration of Restrictions to include both of these lots should be submitted to Planning and Zoning for review and approval prior to recording on Greenwich Land Records.

Sincerely,

Eric V.P. Brower
Director of Planning & Zoning

EVPB: h
cc: J. Landsfeld
    H. Schinto
    M. Aurelia
    T. Baptist
    F. Veillette
    E. Devita
    G. Garabedian
    R. Brown

Please submit two checks, payable to the Town of Greenwich, as follows:
a. $58.00; the subdivision fee. ($25.00 per lot plus $8.00 for legal ad.
b. $20.00 plus $5.00 per page of the Declaration of Restrictions; the filing fee.

Additional details, if any, will be available in the approved Minutes of that Meeting.
The document contains a diagram with labeled areas and notes. The text is not fully legible, but it appears to discuss property boundaries, dimensions, and possibly restrictions or conditions related to the property.

**Notes:**

1. Private entrance to the rear of property shall be provided and shall be installed in a manner that is approved by the Town of Greenwich. The entrance shall be designed to blend with the surrounding landscape and shall be accessible to emergency vehicles at all times.

2. Property will be zoned for residential use and shall be landscaped to enhance the appearance of the property and to provide for adequate drainage.

3. The property shall be maintained in a manner that is consistent with the approved site plan. The property shall be used for residential purposes only and no commercial activity shall be conducted on the property.

4. The property shall be fenced and shall be designed to provide privacy and security for the occupants.

5. The property shall be provided with adequate drainage facilities to prevent the accumulation of standing water.

6. The property shall be provided with adequate lighting to prevent undue disturbance to the neighborhood.

7. The property shall be provided with adequate signage to identify the property.

8. The property shall be provided with adequate utility connections to the Town of Greenwich.

9. The property shall be provided with adequate parking for the occupants.

**Property of**

**DAMI CORPORATION**

**GREENWICH, CONN.**

Approved by resolution of the Planning and Zoning Commission, Town of Greenwich, Greenwich, CT, 1990.

**LICED**

**(Signature of Chairman)**

**Scale:** 1/2 in. = 100 ft.
1) Private subsurface sewage disposal systems and drilled wells can be installed on these lots; however, due to projected high groundwater, the sewage systems for these lots must be designed by a professional engineer licensed in the State of Connecticut.

2) Property will be served by driven wells and septic tanks.

3) As a protection to the Town of Greenwich, Owner shall include clause in all deeds of sale to the effect that rights-of-way for drainage will be reserved. Upon approval of this subdivision plan, the owner or owners agree with the Town of Greenwich that unless otherwise specified herein, the affected areas of any drainage easement or areas within at least ten (10) feet of the centerline of any drainage system, ditch or stream shown herein are dedicated for drainage, that no building or other structure shall be located thereon and that the Town shall be under no obligation to enforce such drainage. However, any drainage line, ditch or stream, whether or not shown herein, and not within established easement shown herein, may be relocated by owner, with the approval of the Inland Wetlands and Water Courses Agency, where required.

4) The grantee of all parcels having a water course agrees to maintain the water course so as to permit the free flowing of water therein. Should any such grantee fail to maintain the obligation herein imposed, the Town of Greenwich shall have the privilege of entering upon said property and doing the required work and the cost thereof shall be paid by the owner of the land in default.

5) Since Inland Wetlands and Water Course areas have been identified on this subdvision, an Inland Wetlands permit or letter of permission will be needed for any activity on Lots #14A and #14B.

Wetlands shown thus:—

6) This subdivision is a re-subdivision of Lot #14 and a portion of Lot #13 as shown on Map 5970, Greenwich Land Records. These lots are subject to all applicable notes and conditions set forth on the filed subdivision maps and Declaration of Restrictions.

7) New driveway locations shall be approved by the Town Engineering Division prior to building permit/street opening permit issuance.
TOWN OF GREENWICH
Town Hall • 101 Field Point Road • Greenwich, CT 06830

Inland Wetlands and Watercourses Agency
(203) 622-7736
(Fax) (203) 622-7764

August 6, 2014

2CFD, LLC
2 Conyers Farm Drive
Greenwich, CT 06831

Re: Application #2014-56 of 2CFD, LLC to conduct regulated activities on the west side of Conyers Farm Drive (2)

PERMIT #2014-67

Dear Sir or Madam:

The Inland Wetlands and Watercourses Agency found the proposed activities in the above mentioned application are regulated activities that will not have a significant impact on the inland wetlands and watercourses involved. Following this summary ruling, the Agency decided to issue the enclosed permit with conditions.

Your attention is directed to the special and standard conditions because those in BOLD require action either prior to the start of clearing or construction activities or within a specific time period after the receipt of the permit.

The statement and permit are on file in the office of this Agency.

The effective date of the permit is the date of issue. The permit expires 24 months from the effective date, but when deemed necessary, the Agency may extend the period according to the provisions in Section 11.11 of the Regulations.

If you have any questions concerning this permit or the functions and values of wetlands in Greenwich, please let me know.

Sincerely,

[Signature]

Brian Harris, Chairman
Elliot Benton, Vice Chairman
Stephan Skoufatos, Secretary

cc: Rocco V. D'Andrea, Inc.
The Inland Wetlands & Watercourses Agency finds that the following proposed activities on the property of 2CFD, LLC are regulated activities not involving a significant impact or major effect on the inland wetlands or watercourses as defined in Section 2 of the Inland Wetlands & Watercourses Regulations of the Town of Greenwich:


AND


2. Site grading, clearing and landscaping as reviewed and approved by Agency staff prior to the commencement of clearing or construction activities.

After a full review of the considerations set forth in Section 10 of the Regulations and other pertinent factors, this permit is issued with the following special and standard conditions:
SPECIAL CONDITIONS:

1. The permittee, 2CFD, LLC, will submit a $20,000 cash performance bond to the Agency staff prior to the commencement of clearing or construction to ensure compliance with the conditions of this permit. The bond shall be submitted in the form of a check payable to the Town of Greenwich.

2. A row of bright orange snow fencing as well as erosion controls shall be installed at the limit of the landscaping/construction envelope as shown on the permit map prior to the commencement of construction activities. The snow and silt fencing shall be inspected by Agency staff in the field prior to the commencement of construction activities.

3. A map delineating the location of fill and debris storage areas will be submitted to Agency staff for approval prior to the commencement of construction activities.

4. Any material excavated at the site shall be disposed of at an upland or off site location approved by the Agency staff prior to the start of clearing or construction activities.

5. The permittee shall provide the Agency with written certification that all imported fill required to complete the approved activities is clean and not polluted with contaminants and/or hazardous materials. Certification shall be based on any monitoring, sampling, and testing that may be needed to verify compliance with this condition.

6. The restoration planting plan for site wetlands and their adjacent area, prepared by Edmund Hollander, dated July 7, 2014 must be installed within four months of completing the external landscape walls for the property. Failure to meet this deadline shall result in the immediate issuance of a Stop Work Order until the planting plan has been implemented and approved by Agency staff.

7. A permanent buffer demarcation plan shall be developed and implemented to protect the adjacent wetland. This plan may include stone walls, sunken boulders or monuments, but must not include fencing or plantings. The demarcation area shall be established at a distance not less than 50’ from the wetland, except in areas associated with the driveway and lawn behind the residence. Once completed, an as-built survey depicting the permanent feature must be provided for staff’s review and approval prior to the commencement of clearing or construction activities on site.

8. The Wetlands Agency staff shall review and approve the final construction designs and locations for the residence, driveway crossing, stone retaining walls, tennis court/ hockey rink, accessory buildings, recreational walking paths and a deer fence prior to the start of clearing or construction activities. The plan should be presented as a paper copy with a digital back up for the department’s archive.

9. The permittee shall be required to place a note on the Town Land Records requiring a licensed professional to inspect and certify the culvert drainage chambers and related stormwater structures every five years to ensure the system has been properly maintained, as required to sustain the designed goal.

10. The septic system design shall be reviewed and approved by the Greenwich Health Department. A copy of the Health Department’s “Permit to Construct” and associated map shall be submitted to the Agency staff prior to the start of construction activities. A copy of the Health Department’s “Permit to Discharge” and "as-built" plan shall also be submitted to Agency staff upon completion of the septic installation.
11. The bond shall be held for three full calendar years post installation of plantings and written acceptance by Agency staff to ensure compliance with the conditions of this permit.

12. Steps taken to control sedimentation, erosion and downstream siltation include but need not be limited to:
   a. the installation of one or more temporary bailed hay, log, or rock check dams immediately downstream of the construction area. Placement of the dam will be subject to review and approval of the Agency staff in the field. All sediment collected on the upstream side of the dam shall be removed periodically to ensure efficient siltation control. All collected sediment will be removed prior to the dismantling of the structures.
   b. Culvert discharge areas will be protected with riprap channels; energy dissipators will be provided as necessary.
   c. Catch basins will be protected with hay bale filters throughout the construction period and until all disturbed areas are thoroughly stabilized.
   d. Erosion and sediment control measures will be constructed in accordance with the standards and specifications of the Erosion and Sediment Control Handbook.
   e. Erosion and sediment control measures will be installed prior to construction whenever possible.
   f. All control measures will be maintained in effective condition throughout the construction period.
   g. Additional control measures will be installed during the construction period if necessary or required.
   h. Sediment removed from control structures will be disposed of in a manner which is consistent with the intent of the plan.
   j. 2CFD, LLC is assigned the responsibility of implementing this erosion and sediment control plan. This responsibility includes the installation and maintenance of control measures, informing all parties engaged on the construction site of the requirements and objectives of the plan, notifying the Inland Wetlands Agency office of any transfer of this responsibility, and for conveying a copy of the erosion and sediment control plan if the title to the land is transferred.

13. Provisions of the Soil Conservation Service erosion and sediment control plan will be implemented where required by Agency staff.

14. SOIL CONSERVATION SERVICE

   GENERAL EROSION AND SEDIMENT CONTROL PLAN

   a. Land disturbance will be kept to a minimum; restabilization will be scheduled as soon as practicable.
   b. Hay bale filters will be installed at all culvert outlets and along the toe of all critical cut and fill slopes.
   c. Culvert discharge areas will be protected with riprap channels; energy dissipators will be provided as necessary.
   d. Catch basins will be protected with hay bale filters throughout the construction period and until all disturbed areas are thoroughly stabilized.
   e. All erosion and sediment control measures will be constructed in accordance with the standards and specifications of the Erosion and Sediment Control Handbook.
   f. Erosion and sediment control measures will be installed prior to construction whenever possible.
   g. All control measures will be maintained in effective condition throughout the construction period.
   h. Additional control measures will be installed during the construction period if necessary or required.
   i. Sediment removed from control structures will be disposed of in a manner which is consistent with the intent of the plan.
   j. 2CFD, LLC is assigned the responsibility of implementing this erosion and sediment control plan. This responsibility includes the installation and maintenance of control measures, informing all parties engaged on the construction site of the requirements and objectives of the plan, notifying the Inland Wetlands Agency office of any transfer of this responsibility, and for conveying a copy of the erosion and sediment control plan if the title to the land is transferred.

15. The implementation of a sedimentation/erosion control plan prepared by Rocco V. D’Andrea, Inc. dated July 7, 2014 and as shown on the permit maps.

16. No grading, clearing, landscaping or other ground surface disturbance shall occur within 50 feet of the regulated inland wetland and watercourse area except as reviewed and approved by the Inland Wetlands Agency staff.
17. During construction, piles of fill, erodible material and debris shall not be created within 50 feet of regulated inland wetland and watercourse areas.

18. A 50-foot undisturbed, natural buffer from wetlands and similar 100-foot no disturbance area from watercourses will be preserved on the upland edge of all inland wetland and watercourse areas or as recommended by Agency staff.

19. The existing vegetation within the wetland/watercourse areas and all associated buffer areas shall be preserved in an undisturbed natural state.

20. Submission of an "as-built" survey drawing locating foundations and other authorized structures with distances to regulated areas upon completion of construction activities.

21. All authorized activities or retaining walls over three feet high will be certified to be in compliance with the permit and conditions by a registered, professional engineer. Certification will be based upon on site supervision of construction activities.

22. A qualified environmental consultant will be utilized during the course of construction to minimize adverse environmental impacts on regulated areas. Written status reports will be submitted bi-weekly to the Agency staff upon the commencement of construction.

ALL GREENWICH INLAND WETLANDS AND WATERCOURSES AGENCY PERMITS ARE SUBJECT TO THE FOLLOWING STANDARD CONDITIONS:

1. The Wetlands Director shall receive written notice from the permittee before regulated activities commence and upon completion.

2. The attached compliance statement will be signed by the contractor engaged to perform the regulated activities and then returned to the Agency office before work commences.

3. Steps taken to control sedimentation, erosion and downstream siltation shall include but need not be limited to:
   a. the stabilization of all disturbed earth surfaces with a suitable ground cover and/or spread hay mulch during and following construction activities.
   b. the installation of a temporary erosion control fence or other suitable erosion control measure as indicated on the permit map or as required by Agency staff. This erosion control measure will be installed prior to the start of construction activities. Its location will be reviewed and approved in the field by Agency staff.
   c. the limitation of all construction activities to a landscape envelope shall be reviewed and approved by the Agency staff.
   d. the placement of additional erosion controls as reviewed and approved by Agency staff prior to the commencement of clearing and construction activities.

4. This permit shall not be assigned or transferred by the permittee to any other party without the written consent of the Greenwich Inland Wetlands and Watercourses Agency.

5. This permit may be revoked or suspended if the permittee exceeds the conditions or limitations of this permit or has secured this permit through deception or inaccurate information (Agency Regulations - Section 14.3).

6. This permit does not obviate the permittee's obligation to obey all other applicable federal, state and local laws or to obtain any applicable federal, state and local permits.
7. The permittee shall immediately inform the Wetlands Director of problems involving sedimentation, erosion, downstream siltation or any other unexpected adverse impacts which develop in the course of, or are caused by, the work herein authorized.

8. Any material, man-made or natural, which is in any way disturbed and/or utilized during work herein authorized shall not be deposited in any wetland or watercourse, either on or off site, unless so specifically authorized in this permit.

9. Any inland wetland and watercourse area disturbed by construction or future living activities shall be restored to a natural state as required by the Wetlands Director.

* Special Notes:

1. This permit expires in 24 months unless an extension is requested and granted according to Section 11.11 of the Inland Wetlands and Watercourses Regulations of the Town of Greenwich. The expiration date of the permit is July 28, 2016.

2. The issuance of this permit does not guarantee that other regulated activities (e.g., swimming pool, pastures, and other structures, etc.) will be approved if the activities were not designed as part of the original residential development envelope.

Brian Harris, Chairman
Elliot Benton, Vice Chairman
Stephan Skoufalos, Secretary
INLAND WETLANDS AND WATERCOURSES AGENCY

APPLICATION # 2014-56
PERMIT # 2014-67

As the contractor engaged by 2CFD, LLC to perform the activities described in the Greenwich Inland Wetlands and Watercourses Permit # 2014-67 at 2 Conyers Farm Drive (PROPERTY ADDRESS) I have read the permit and will comply with all conditions therein.

Work will commence on or about _______ and be completed within _______ months.

______________________________
Contractor Name

______________________________
Address

______________________________  ___________________________  ___________________________
City  State  Zip Code

______________________________  ___________________________
Telephone Number  Fax Number

______________________________
Signature

MAIL TO: Greenwich Inland Wetlands and Watercourses Agency
Town Hall
101 Field Point Road
Greenwich, CT 06830
Telephone: (203) 622-7736
Fax: (203) 622-7764
GREENWICH INLAND WETLANDS AND WATERCOURSES AGENCY
STATEMENT
Application #2014-56
2CFD, LLC – 2 Conyers Farm Drive
July 28, 2014
PERMIT #2014-67

Based on the evidence before the Inland Wetlands and Watercourses Agency including but not limited to:

a. the application
b. field investigations by Inland Wetlands Agency staff and members
c. information on file
d. discussions with the applicant’s representatives
e. the Agency staff report
f. a soils report submitted by the applicant
g. a public meeting held on July 28, 2014
h. IWWA Applications #1986-12, #1994-112 and #2004-111

the Agency finds that:

1. The purpose of the proposed activities is to construct a single-family residence with a driveway crossing, tennis court, hockey rink, accessory buildings, recreational walking paths and a deer fence.

2. An ecological evaluation of the affected inland wetland and watercourse area is contained in the Agency staff report, field investigation and data sheet.

3. Adverse environmental impacts associated with the construction of a single-family residence with a driveway crossing, tennis court, hockey rink, accessory buildings, recreational walking paths and a deer fence can be minimized if steps are taken to:

a. control sedimentation, erosion and downstream siltation during and following construction activities.
b. limit the intrusion of clearing, grading, excavation and construction activities into viable wetland/watercourse areas.
c. maintain an undisturbed natural or vegetated buffer between the activity and protected areas.
d. delineate the wetland/watercourse boundary with a permanent demarcation structure.
e. limit the degradation of water quality.
f. ensure close supervision of activities when adjacent to sensitive inland wetland and watercourse areas.
g. ensure the preservation of viable wetlands/watercourse areas in a natural state.
h. ensure compliance with permit conditions through an adequate bond.
i. control stormwater runoff to ensure a zero increase (after development for a specific design storm).
j. restore and/or enhance all wetland and watercourse areas disturbed by prior activities as recommended by Agency staff.
k. implement recommendations of Wetlands Agency staff.

4. The construction of a single-family residence with a driveway crossing, tennis court, hockey rink, accessory buildings, recreational walking paths and a deer fence will not significantly reduce the adjacent wetland and watercourse’s capacity to support desirable biological life, prevent flooding, control sedimentation and erosion, assimilate pollutants, facilitate drainage and provide open space subject to the provisions cited above.

5. There are no feasible or prudent alternatives that would further reduce or avoid any impact on the wetland or watercourse.
6. The construction activities associated with the single-family residence with a driveway crossing, tennis court, hockey rink, accessory buildings, recreational walking paths and a deer fence are regulated activities not involving a significant impact or major effect on the inland wetland and watercourse areas as defined in Section 2 of the Greenwich Inland Wetlands and Watercourse Regulations.

[Signature]

Brian Harris, Chairman
Elliot Benton, Vice Chairman
Stephan Skoufalos, Secretary

RECEIVED
AUG 27
Michael,

The original subdivision map has a note that reads:

"There shall be a 100 foot setback from each watercourse and water body and a 50 foot setback from each wetland area, except that for wetlands contributing to Converse Lake there shall be a 100 foot foot setback from such wetlands unless a lesser setback is deemed adequate by the Planning and Zoning Commission in which case the minimum guideline shall be 50 ft. These minimum guidelines shall be applicable to all areas including those not identified on the final subdivision plan.

As you are well aware, there are multiple encroachments to the 50 ft and 100 ft setbacks.

As noted, it appears that the P&Z Commission should determine if the proposed setbacks are adequate. Of course the Commission would like input from the IWWA.

I request that the IWWA continue this item at the next public hearing but provide comments the the Planning & Zoning Commission. I will ask the Commission for a determination about the setbacks and report back to you.

There are other issues that need to be addressed by the applicant. The P&Z Commission will likely continue the site plan/special permit review to September but it will be reviewed on July 29th.

Thanks

Marek

Marek Kozikowski, AICP
Planner I
Planning & Zoning Commission
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
203-622-7894
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
SITE DEVELOPMENT REVIEW

Engineering Project No. 14-5(SS)  Department Project No. PLPZ202100349  Submittal Received Date: 8/9/2021

Submittal Reviewed For: Planning and Zoning  Review Type: Final Site Plan

PLAN SET INFORMATION

Plan Title: Construction Plan Review Set  Project Address: 2 Conyers Farm Drive

Engineering Firm: Rocco V. D'Andrea, Inc.  Sealed and Signed by Engineer: Yes

Original Plan Date: 7/8/2021  Latest Plan Revision Date: ____

DRAINAGE SUMMARY REPORT INFORMATION

Engineering Firm: Rocco V. D'Andrea, Inc.  Sealed and Signed by Engineer: Yes

Original Report Date: 7/8/2021  Latest Report Revision Date: ____

Reviews provided by the Engineering Division are for compliance with the Town’s “Roadway Design Manual and Standard Construction Details”, and “Drainage Manual”. Reviews are based upon the information and maps provided. Review of sanitary sewer and septic systems are not reviewed by the Engineering Division.

REVIEWS BY: ____________________ DATE: ____________
Juan P. Paredes, PE - Civil Engineer II

COMMENTS AND RECOMMENDATIONS: Resubmit Prior to Zoning/Building Permit Approval

1. The Drainage Summary Report is acceptable.
2. The construction plans need the following additional information added:
   a. Site Plans:
      i. The proposed sump pumps must discharge into a separate infiltration BMP; the overflow connection may be connected to the level spreader.
   b. Building/House Section or Elevation Sheet
      i. Show all elevations to the deepest footings on section/elevation.
      ii. Show existing mottling elevation on section/elevation.
      iii. Show existing groundwater elevation on section/elevation.
      iv. Show existing ledge elevation on section/elevation.
      v. Sheet shall be sealed and signed by a State of Connecticut Professional Engineer or Architect.
3. The Operations and Maintenance Plan Report is acceptable.

Standard Conditions for Each Submittal

1. The Engineering Division will no longer keep any records for the submittals. All records for the submittal shall be obtained from the Town of Greenwich Department/Division that has taken in applications and/or submittals. These documents are maintained within each office (e.g., P&Z, IWWA, and DPW Building and Highway Divisions).
2. All revisions to the reports and plans must follow the requirements in the Town of Greenwich Drainage Manual February 2014 as amended.

Juan P. Paredes, PE - Civil Engineer II
3. All revisions must be accompanied by a point-by-point written response to the Engineering Division’s comments.

**Standard Conditions of Approval**

1. The Operations and Maintenance Plan Report must include the following for the Certificate of Occupancy:
   b. The final completed Exhibit A, and B
   c. The Maintenance Declaration needs to be filed on the Town of Greenwich Land Records prior to a Certificate of Occupancy. A review of the documents above must be completed before filing on the Town of Greenwich Land Records.

2. The Town of Greenwich – Standard Construction Notes for Site and Subdivision Plans are conditions that must be met.

3. All requests for a Temporary Certificate of Occupancy (T.C.O.) or a Certificate of Occupancy (C.O.) shall be submitted one month before the T.C.O. or C.O. is required.

4. The submittal for a Temporary or Final Certificate of Occupancy must include the following:
   c. Field Inspection Record (All required photos) – Form SC-106 – Sealed and Signed by a Connecticut Licensed Professional Engineer.
   d. Bioretention Soil Testing Certification Sign-Off (as applicable with the bioretention soil gradation test and the phosphorous test for the mixed soil) – Form SC-104 – Sealed and Signed by a Connecticut Licensed Professional Engineer.
   h. A Letter discussing all the work that remains to be completed (Only for a Temporary Certificate of Occupancy Submittal).
Ok for Zoning Permit Sign-off with the following revisions:

The floor area of the bar should be included in the FAR calculations.

Resubmit the following prior to Site Plan/Subdivision approval:

The subject site plan/subdivision meets the requirements of the Building Zone Regulations, excluding sections 6-15 and 6-17, and is Ok for Zoning Permit Sign-off.
The Health Department has approved an 8 bedroom septic system that was installed in 2006 for the main house which had not been constructed. The permit will need to be reactivated for the installation of the proposed tank and pump chamber proposed with this plan. Also in 2006 a new 3 bedroom septic system was installed for the cottage and a 2 bedroom septic system for the cottage. Based on this the health department would recommend approval of this project.

Michael Long
Greenwich Health Department

Hello All,

Please find attached routing sheet and link to application for a final site plan and special permit application at 2 Conyers Farm Drive.

https://greenwichct-my.sharepoint.com/:f:/g/personal/katie_deluca_greenwichct_org/EjwpxZea_5NHppz8EM7y0jJABe6CULW52SeFRcOUe95gfQ?e=bxg0su

This is tentatively scheduled for 9/14.
Thank you,

Bianca Dygert
Planner II

Town of Greenwich
Land Use - Planning & Zoning
101 Field Point Road
Greenwich, CT 06830-6463
Ph. (203) 622-7894
Office Fax. (203) 622-3795
Direct Fax. (203) 861-6113
Bianca.Dygert@greenwichct.org

www.greenwichct.gov
PLANNING AND ZONING - LAND USE DEPARTMENT

CERTIFIED MAIL

September 23, 2014

Mr. John P. Tesei
Gilbridge, Tusa, Last & Spellane LLC
31 Brookside Drive
Greenwich, CT 06830

RE: 2CFD, LLC; applications PLPZ 2014 00310 and PLPZ 2014 00311, for a final site plan and special permit, to construct a new 10,545 sq. ft. primary dwelling, convert the existing gate house to living quarters for domestic employees, expand the existing barn to 5,912 sq. ft. and the height over 25 ft. and use the lower level as an indoor athletic facility, construct a new tennis court and a 510 sq. ft. “warming hut”, a new driveway and parking court leading to the new dwelling and associates drainage improvements, the total of which would bring the parcel’s building volume in excess of 150,000 cubic feet on a 10.301 acre property located at 2 Conyers Farm Drive in the RA-4 zone.

Dear Mr. Tesei:

At a regular meeting held on September 9, 2014 the Planning and Zoning Commission considered the above referenced application and took the following action:

Upon a motion to approve the final site plan and special permit made by Mr. Maitland and seconded by Mr. Brooks, the following resolution was unanimously adopted. (Voting in favor of this item: Heller, Maitland, Alban, Brooks, and Levy).

WHEREAS the Commission held a public hearing on September 9, 2014 and took all testimony required by law; and

WHEREAS final site plan and special permit applications were submitted to construct a new 10,545 sq. ft. primary dwelling, convert the existing gate house to living quarters for domestic employees, expand the existing barn to 5,912 sq. ft. and the height over 25 ft. and use the lower level as an indoor athletic facility, construct a new tennis court and a 510 sq. ft. “warming hut”, a new driveway and parking court leading to the new dwelling and associates drainage improvements, the total of which would bring the parcel’s building volume in excess of 150,000 cubic feet on a 10.301 acre property located at 2 Conyers Farm Drive in the RA-4 zone.
improvements, the total of which would bring the parcel’s building volume in excess of 150,000 cubic feet on a 10.301 acre property located at 2 Conyers Farm Drive in the RA-4 zone.; and

WHEREAS the Commission finds that this final site plan and special permit applications are subject to Sections 6-13, 6-14, 6-15, 6-17, 6-93, 6-101, and 6-205 of the Town of Greenwich Building Zone Regulations; and

WHEREAS the parcel was originally part of Lot #14 (ow Lot #14A) of the Conyers Farm subdivision (FSB #881) approved by the Planning & Zoning Commission in 1983 and the parcel was later resubdivided into two lots- Lot #14A and Lot #14B (FSB #1001) in 1986; and

WHEREAS the development plans submitted show the following proposed improvements:

- A new 10,545 sq ft new single family dwelling with eight bedrooms and associated improvements including a driveway, curb cut on Conyers Farm Drive, parking courts, terraces and lawn areas, retaining walls, drainage system, and septic system,

- Modifications to the existing dwelling from Lower Cross Road (the “Barn Building”) consisting of a new lower level and the building entire building will contain an indoor pool, gym, bathrooms, bar area, bedroom suite, terrace, an outdoor tennis court and “warming hut” accessory structure, drainage system, retaining walls, a reading garden, and other associated improvements are also proposed in this area,

- Walking paths will be installed throughout the site to connect the three development areas; and

WHEREAS the Commission notes that the Planning & Zoning Board of Appeals granted the following on 7/30/14 (PLZE #201400419):

- Special exception to convert the existing house into domestic quarters,
- Special exception for the size of the barn building,
- Special exception for the indoor athletic facility in the barn building,
- Variance of height for the barn building; and

WHEREAS the property contains 3.2 ac of wetlands and the proposed driveway and crosses and encroaches the required 50 ft wetlands buffer, and Commission notes that the approved subdivision map contains a note that states that the P&Z Commission has authority to modify the 50 ft and 100 ft wetlands buffers but the Commission defers judgment on this issue to the Inland Wetlands & Watercourse Agency who issued a wetlands permit for the site activity on 7/28/14; and

WHEREAS the Commission notes that the Health Department has no objection to the proposal because the septic system was already installed under a septic permit issued in 2006 but a revised plan with the new building footprint and verification of the sewer line, tank and pump changer shall be submitted to the Health Department; and

WHEREAS each development area has its own drainage separate drainage system and the Commission notes that the DPW Engineering Division issued comments dated 7/18/14 that state
that revisions to the drainage summary report and construction plans will be required prior to the issuance of building permits; and

WHEREAS the soil and erosion control plan shows silt fencing will surround along the down slopes of the development areas, and the stockpile areas; and

WHEREAS the proposed cubic volume for all structures is 229,400 cubic feet which exceeds 150,000 cubic feet and special permit application under Sec 6-101 of the Building Zone Regulations; the Commission notes that the property is within the Conyers Farm neighborhood which is characterized by lots 10+ac and comparable single family dwellings; and

WHEREAS the Commission received staff reports as well as department comments from the DPW Engineering Division, Health Department, the Conservation Dept, and the Zoning Enforcement Officer; and

THEREFORE be it resolved the applications of Christopher D. Bristol, Esq., authorized agent for Steven and Alexandra the applications of John P. Tesei, Esq. and Christopher D. Bristol, Esq., authorized agents, for 2CFD, LLC, record owners, for a final site plan and special permit, PLPZ 2014 00310 and PLPZ 2014 00311, to construct a new 15,226 sq. ft. primary dwelling, convert the existing gate house to living quarters for domestic employees, expand the existing barn to 5,912 sq. ft. and the height over 25 ft. and use the lower level as an indoor athletic use, construct a new tennis court and a 510 sq. ft. "warming hut", a new driveway and parking court leading to the new dwelling and associates drainage improvements, the total of which would bring the parcel's building volume in excess of 150,000 cubic feet per Sections 6-13 through 6-15, 6-17, 6-93, 6-95, 6-101(a), 6-146, and 6-205 of the Town of Greenwich Building Zone Regulations on a 10.301 acre property located at 2 Conyers Farm Drive in the RA-4 zone as shown on a site plan prepared by Rocco V. D'Andrea, Inc., dated 08/25/14 and architectural plans prepared by Mark Finlay Architects, AIA, dated 08/15/14 with revisions dated 05/01/14 are hereby approved with modifications.

The applicant shall make an appointment with Planning and Zoning Office Staff to provide four sets of site engineering drawing and three sets of architectural drawings that address the following issues:

1. Architectural plans consisting of floor plans, building sections and elevation drawings shall be submitted.
2. DPW Engineering comments dated 7/18/14 shall be addressed.
3. The Health Department shall review and approved the modified building footprint and verify the number of bedrooms and verify locations of the sewer lines, tank and pump chambers.
4. Grade plane analyses should be submitted for the barn building and new single family dwelling.
5. All the notes on the subdivision map shall be noted on the site development plan.
In accordance with Section 6-14.1 (e) of the Building Zone Regulations of the Town of Greenwich and Section 8-3 (i) of the Connecticut General Statutes, construction in connection with this site plan must start within three years, and all work must be completed within five years, of the following date of approval: September 9, 2014.

The contents of this letter have been reviewed by members of the Commission and reflect the decision the Commission made at its meeting on September 9, 2014.

Sincerely,

Marek Kozikowski, AICP
Planner I

cc: Jodi Couture, Zoning Enforcement Officer
Scott, Marucci, Senior Civil Engineer
Michael Chambers, Director of Inland Wetlands & Watercourses
Site Plan Application

Property Address: 2 Conyers Farm Drive
Tax ID: 11-3037

Property Owner: Leonard Steinberg and Thomas J. Caughlin
Address: 2 Conyers Farm Drive

Applicant: same
Address: ____________________________________________

Authorized Agent: John P. Tesei and Christopher D. Bristol
Address: 31 Brookside Drive, Greenwich, CT 06830

Select One: □ Pre-Application  x Final
Zone(s): RA-4 Lot Area: 10.3 acres

Please select all relevant items below:

X Special Permit – Complete special permit application form

□ Coastal Overlay Zone

□ Property is within 500 feet of a Municipal Boundary of __________ (for notification)

□ Amendment to Building Zone Regulations – Section(s) ________________

□ Amendment to Building Zone Map – Zone(s) affected ________________

X Health Department review needed

□ Sewer Department review needed

□ Architectural Review Committee Application attached or Review needed

□ Planning & Zoning Board of Appeals review needed

□ Inland Wetlands and Watercourses Agency Review / Approval Required

□ Scenic Road Designation

To be completed by P&Z staff only:
Check # ___________________________ Check Amount: $ ___________
Application # ___________________________  pzSitePlanApp 2020
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Special Permit Application

Property Address: 2 Conyers Farm Drive

Property Owner: Leonard Steinberg and Thomas J. Caughlin

Applicant: John P. Tesei and Christopher D. Bristol

Authorized Agent: John P. Tesei and Christopher D. Bristol

Zone(s): RA-4

Lot Area: 10.3 acres

PLEASE SELECT ALL RELEVANT ITEMS BELOW:

- [x] Section 6-17 — Special Permit standards and procedure
- [ ] Section 6-30 — Conservation Zone special provisions
- [ ] Section 6-94(b) — Non-residential Uses and Group Living Facilities permitted in Residential Zones including Resident Medical Professional Office
- [ ] Section 6-98 — RMF Zone
- [ ] Section 6-100 — Use Groups for Business Zones
- [x] Section 6-101, 107 — Buildings over 40,000 c.f. in Central Greenwich Impact Overlay Zone, Post Road Impact Overlay Zone, WB, LB or LBR Zones; and over 150,000 c.f. in all other zones
- [ ] Section 6-103.1 — Parking deficient uses in CGBR
- [ ] Section 6-104 — Parking Structures incl. underground in LB Zone and Height exceptions
- [ ] Section 6-105, 106 — Front Yard Parking in GB or GBO Zone
- [ ] Section 6-109 — HO & HRO Zones
- [ ] Section 6-110 — Dwellings under special requirements for Business Zones
- [ ] Section 6-112 — IND-RE Zone applications
- [ ] Section 6-113 — In Hospital Zones: certain accessory uses, expansions exceeding 4,000 s.f. or interior alterations or changes of use exceeding 20,000 s.f. (cumulative within 2 years)
- [ ] Section 6-114 — CCRC (Continuing Care Retirement Community)
- [ ] Section 6-118.1 — Uses within railroad rights of way
- [ ] Section 6-123 — Setbacks from Connecticut Turnpike in Business Zones
- [ ] Section 6-140.1 — Satellite Earth Stations that emit microwaves
- [ ] Section 6-141 — Changes in non-conforming uses, buildings
- [ ] Section 6-205 — Historic structures in CBG Zone exceeding FAR And Notes 7, 8 & 9

To be completed by P&Z staff only:
Check # __________________ Check Amount: $__________

Application # ____________________________

pzSpecialPermitApp 2020
Application Signature Page

Property Address: 2 Conyers Farm Drive

Property Owner 1: Leonard Steinberg and Thomas J. Caughlin

Email: ___________________________ Cell Phone: ___________________________ Other Phone: ___________________________

Signature: ___________________________________________ Date: ________________

see attached authorization letter

Property Owner 2: ___________________________

Email: ___________________________ Cell Phone: ___________________________ Other Phone: ___________________________

Signature: ___________________________________________ Date: ________________

Property Owner 3: ___________________________

Email: ___________________________ Cell Phone: ___________________________ Other Phone: ___________________________

Signature: ___________________________________________ Date: ________________

Property Owner 4: ___________________________

Email: ___________________________ Cell Phone: ___________________________ Other Phone: ___________________________

Signature: ___________________________________________ Date: ________________

Applicant: ___________________________

Email: ___________________________ Cell Phone: ___________________________ Other Phone: ___________________________

Signature: ___________________________________________ Date: ________________

Authorized Agent: ___________________________

Email: ___________________________ Cell Phone: ___________________________ Other Phone: ___________________________

Signature: ___________________________________________ Date: ________________
July 27, 2021

Mr. Peter Mangs, Applications Coordinator
Town of Greenwich Planning and Zoning
101 Field Point Road
Greenwich, Connecticut 06830

Re: Final Site Plan and Special Permit applications concerning
the property at 2 Conyers Farm Drive, Greenwich, Connecticut

Dear Peter:

We represent Messrs. Steinberg and Caughlin, owners of the subject property located at 2 Conyers Farm Drive (the "Property"). The Property is located at the northwest intersection of Conyers Farm Drive and Lower Cross Road at their junction with North Street in the RA-4 residential building zone as defined by the Greenwich Building Zone Regulations (the "Regulations"). The Property contains 10.301 acres of land area, a substantial portion of which consists of wetlands.

As shown on the accompanying topographical survey, the Property is currently improved with a "gate house" located on the southeast portion of the Property, which is the current primary single-family dwelling on the Property under the Regulations, a detached garage serving the gate house, and a separate accessory building located on the southwest portion of the Property.

Site Plan and Special Permit approvals were granted in 2014 under PLPZ 2014-00310 and 00311 for the construction of a new house on the property, conversion of the gate house on the Property to domestic employees' quarters and expand and renovate the accessory structure, referred to then as the "Barn". However, the site plan approved in 2014 was never implemented.

Our clients wish to construct a new primary dwelling on the Property that will contain 5,976 square feet of floor area, and to convert the gate house to an accessory structure to serve as living quarters for domestic employees pursuant to Section 6-146 of the Regulations. This conversion also requires approval as a Special Permit by the Planning and Zoning Commission (the "Commission").
The proposal is compliant with all relevant provisions of the Regulations. Indeed, the instant plan results in a total floor area on the Property of 12,062 square feet, and a volume of 220,925 cubic feet. The maximum permitted Floor Area allowed for the Property under Sections 6-203 and 6-205(a) of the Regulations is 28,045 square feet. The proposed Green Area as defined in the Regulations exceeds the minimum allowed. The approved 2014 development plan for the Property included both greater floor area and volume than what is proposed today.

A Special Permit is also needed to effect the conversion of the gate house from the primary dwelling on the Property to an accessory building serving as quarters for domestic employees pursuant to Section 6-147(c), and also under Section 6-95(a)(2)(A) of the Regulations for accessory structures exceeding 1,200 square feet of floor area. The gate house is currently the principal structure on the Property insofar as it is the only single-family dwelling at this time. However, with the current proposal, the new single-family house to be constructed on the Property will then become the primary structure, and the converted domestic employees quarters will then become an accessory structure ancillary to the main house.

The converted gate house to domestic employees' quarters will clearly appear and will be functionally subordinate to the principal structure on the Property, which will be the new main house. The gate house has 2,824 square feet of floor area and 41,400 cubic feet of volume, while the proposed main house will have 5,976 square feet of floor area and have 124,325 cubic feet of volume. The domestic employees' quarters will be clearly subordinate to the Property's main house. Given that it has existed at that location for many years as the original property's gate house, its existence and essentially ongoing use for single-family occupancy will in no way impact any nearby properties or change the character of the neighborhood.

The Inland Wetlands and Watercourses Agency issued a permit for the prior approved development plan under Permit 2014-067 which remains active. The current plan includes construction only within the disturbance area original approved by the IWWA permit. Therefore, no new IWWA permit is required.
In connection with the accompanying application, I have enclosed the following:

1. Detailed Narrative;
2. Site Plan Application;
3. Special Permit application;
4. Client authorization;
5. Affidavit of Notice to abutting owners;
6. Certificate of mailing;
7. Site Development Plans;
8. Architectural Plans with floor area calculations;
9. Landscape Plan;
10. Drainage Summary Report;
11. IWWA permit copy; and
12. Check in the amount of the required filing fee.

Should you require further information or have any questions, please feel free to contact me. Thank you.

Very truly yours,

/S/

Christopher D. Bristol, Esq.

Enclosures

cc: Mr. Leonard Steinberg
LEONARD STEINBERG  
THOMAS J. CAUGHLIN  
2 CONYERS FARM DRIVE  
GREENWICH, CONNECTICUT

July 27, 2021

Planning and Zoning Commission  
Town of Greenwich  
101 Field Point Road  
Greenwich, Connecticut 06830

Re: Site Plan and Special Permit Applications concerning property located at 2 Conyers Farm Drive, Greenwich, Connecticut

Dear Members of the Commission:

Please be advised that John P. Tesei, Esq. and Christopher D. Bristol, Esq. of the law firm of Gilbride, Tusa, Last and Spellane LLC are hereby authorized to make and pursue the above-referenced applications concerning the subject property.

Thank you.

Sincerely,

Leonard Steinberg

Thomas J. Caughlin
AFFIDAVIT OF NOTICE
PLANNING AND ZONING COMMISSION

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD )
) ss: Greenwich

July 27, 2021

I, Christopher D. Bristol, being duly sworn, do hereby certify that on July 27, 2021, I caused to be mailed, postage prepaid, to those persons whose names are set forth on Exhibit A, attached hereto, a copy of the notice attached hereto as Exhibit B. Said persons were the record owners, as of July 27, 2021 as shown on the Town Tax Assessor's Office records of properties abutting and across the street from property known as 2 Conyers Farm Drive, Greenwich, Connecticut, owned by Leonard Steinberg and Thomas J. Caughlin for which Final Site Plan and Special Permit applications have been filed to construct a new house that will cause the total volume of all improvements on the property to exceed 150,000 cubic feet, and to convert an existing dwelling unit on the property to domestic employees' quarters.

Christopher D. Bristol

Subscribed and sworn to before me on July 27, 2021.

Notary Public/Commissioner of the Superior Court

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July 27, 2021

To Whom It May Concern:

Notice is hereby given that Leonard Steinberg and Thomas J. Caughlin, owners of property known as 2 Conyers Farm Drive, Greenwich, Connecticut, have filed Final Site Plan and Special Permit applications to the Greenwich Planning and Zoning Commission to construct a new house that will cause the total volume of all buildings on the property to exceed 150,000 cubic feet, and to convert an existing dwelling unit on the property to domestic employees' quarters.

Further information concerning these applications may be obtained by contacting the Greenwich Planning and Zoning Commission or the undersigned.

Sincerely,

_______________________________
Christopher D. Bristol, Esq.
Gilbride, Tusa, Last & Spellane LLC
31 Brookside Drive
Greenwich, Connecticut 06830
Telephone: (203) 622-9360

Planning and Zoning Commission
Town of Greenwich
101 Field Point Road
Greenwich, Connecticut 06830
Telephone: (203) 622-7894
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Total Number of Pieces Received at Post Office
Postmaster, Per (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is $50,000 per piece, subject to a limit of $500,000 per occurrence. The maximum indemnity payable on Express Mail Merchandise Insurance is $500. The maximum indemnity payable is $25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921, for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and...
PROMPT NEED DETERMINATION QUESTIONNAIRE  
(This form is NOT an IWWA Application)

PROJECT: 2 Conyers Farm Drive

PARCEL ID: 1 1 3 0 3 7

Has there ever been an IWWA application for this site? YES NO

Appl. # 1 4 0 5 6

ACTIVITY: (Circle)  
Addition Demolition Deck Garage Interior renovations New residence Pool Tennis court  
Generator Site Work/Landscaping Septic Other (please specify)  

Will this activity require an addition to the septic system or BTOS? YES NO

FEE: $65 for reviews requiring a site visit or further in office analysis

Owner's full name (please print) Leonard Steinberg and Thomas J. Caughlin  
Phone ( )

Mailing address 2 Conyers Farm Drive  
Town Greenwich Zip 06831

Authorized Agent's name (please print) Christopher D. Bristol  
Phone (203) 542-8408

Mailing address 31 Brookside Drive  
Town Greenwich Zip 06830

A PLOT PLAN IS REQUIRED SHOWING THE PROPOSED ACTIVITY IN RED.  
Staff cannot review your proposal without a plan.

IWWA staff will review this questionnaire to determine if regulated activities are associated with the proposal and whether an IWWA permit is required. Do not apply for a Building Permit until this review is complete.

If your project does not require an IWWA permit, we will sign off on this questionnaire, which you will need if you are obtaining permits from other departments.

If an IWWA permit is required, we will supply you with a permit application packet. You must obtain an IWWA permit prior to the commencement of your project. No work may begin until you receive an IWWA permit. The issuance of a building permit alone does not constitute an authorization to proceed.

If you do not receive notice regarding your questionnaire within two weeks of submission, please contact the IWWA office.

As the owner or, authorized agent I believe that the information I have submitted is correct.

Signature Date 07/29/2021

If mailing, return completed form.

If a site visit is required, you will be notified and asked to remit a $65 fee (payable to "Town of Greenwich") to the Greenwich Inland Wetlands & Watercourses Agency. The site visit will not take place until this fee is received.

STAFF NOTES

Office Rev Date 7/30/21  
Field Inv Date  
WET/WC YES NO TIDAL

Action Required? YES NO  
If yes, DR AA AR SIA Staff

Soils Report Date  
Author

Comments:  
The proposed improvements are shown within

Fee Received: YES NO  
Comment: the development envelope approved

Received JUL 30 2021

INLAND WETLANDS AND WATERCOURSES AGENCY

IWWA Questionnaire Revised 9/1/17

IWWA Permit # 2014-067

(Appr. # 2014-052) No supplemental IWWA approval is required.
DIRECTLY CONNECTED IMPERVIOUS AREA (DCIA) CERTIFICATION
PRE-CONSTRUCTION

Property Address: 2 Conyers Farms Drive
Tax Account No.: 11-3037

Building Permit No.: 

PLANS & DRAINAGE SUMMARY REPORT INFORMATION

Engineering Firm: Rocco V. D'Andrea, Inc.

Design Plans Date: 7/8/2021
Drainage Report Date: 7/8/2021

PROPERTY INFORMATION FOR DIRECTLY CONNECTED IMPERVIOUS AREA (DCIA)

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1 Impervious surfaces include but are not limited to roofs (including green roofs), buildings, houses, walks, patios, walls, tennis/sport courts (all surface types must be counted), landscape ponds, pools, paved streets/drives/parking areas constructed with concrete, asphalt, compacted dirt, gravel, or permeable pavements.

2 All impervious surfaces that are directed to stormwater BMPs that meet the water quality volume (WQV) standard will be considered disconnected impervious cover. Acceptable stormwater BMPs are Bioretention (infiltrating/filtering), Constructed Stormwater Wetlands, Extended Dry Detention Basins (infiltration required), Gravel Wetlands, Constructed Wet Stormwater Ponds, Sand/Organic Filters (sand filters, tree filters, stormwater planters, etc.), Infiltration Systems (drywells, Cultec, etc.), Permeable Pavement Areas (infiltrating/filtering), Green Roofs, and Disconnected Impervious Area (must meet all the standards under Simple Disconnection on page 44 and 45 of the Drainage Manual).

3 Subtract the Total Disconnected Impervious Area Under Proposed Conditions (SF) from the Total Impervious Area Under Proposed Conditions (SF).

Engineer's Signature

Date 7/8/2021

Engineer's Seal

Form SC-107
February 2021
DRAINAGE SUMMARY REPORT

For

2 CONYERS FARM DRIVE
GREENWICH, CONNECTICUT

Prepared For
Leonard Steinberg

July 8, 2021

Anthony L. D'Andrea, PE
CT License No. 9673
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Watershed Map - Proposed Conditions Exhibit B
NRCS Soil Map & Hydrologic Soil Group Rating Exhibit C
FEMA FIRM Map Exhibit D

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Stormwater Management Standards Narrative Appendix B
Runoff Reduction Volume Calculations Appendix C
Groundwater Recharge Volume Calculations Appendix D
Water Quality Volume Calculations Appendix E
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Permeable Pavement Tributary Area Calculations Appendix N
1. Introduction & LID Techniques

1.1. Project Narrative

Mr. Steinberg, owner of 2 Conyers Farm Drive in Greenwich, Connecticut, is proposing residential improvements to the subject property. Currently, the southeast and southwest corners of the subject parcel are developed. The proposed development will include the construction of a single-family dwelling, vehicular bridge and bituminous concrete driveway with permeable paver courtyards in the northeast corner of the property. Other improvements will include the construction of terraces, walks, retaining walls, subsurface detention systems and associated storm sewer piping, installation of various underground utilities and associated site grading and landscaping. The proposed development in the northeast portion of the property is considered a new development under the Greenwich Drainage Manual. The purpose of this report is to outline the stormwater management plan for the development of the site.

For a depiction of existing conditions and the proposed development, refer to a plan set entitled “Final Site Plan Review Set, Single-Family Residence, Location 2 Conyers Farm Drive Greenwich, Connecticut, Prepared for Leonard Steinberg,” sheets 1 through 5 of 5 as prepared by Rocco V. D’Andrea, Inc.

The subject property is located on the westerly side of Conyers Farm Drive, at the intersection of Conyers Farm Drive and North Street. Lower Cross Road borders the property to the south. The parcel is approximately 10.3 acres in size and is located in the RA-4 residential zone. Under existing conditions, the site supports a dwelling, detached garage, tennis barn, shed, patios, walks and two asphalt driveways with parking courtyards. According to FEMA FIRM Map No. 09001C0482F (revised June 18, 2010), the parcel does not lie within any Flood Hazard Zones. Refer to Exhibit “D” for a copy of the FEMA FIRM map of the subject property.

Low Impact Development Site Planning and design measures were incorporated into the proposed development to the maximum extend practical. The following Non-Structural LID BMPs are incorporated to the site design: “Stormwater Disconnection” and “Protecting Natural Flow Pathways”. Refer for Section 1 of Appendix “B” for a narrative detailing each of these Non-Structural LID BMPs. Refer to Appendix “A” for the “Credits for Low Impact Development Best Management Practices Checklist” outlining the inclusions or exclusion of each non-structural BMP.

Two LID Structural BMPs are incorporated into the site design. Two permeable paver courtyards with stone reservoirs below will serve as LID Structural BMPs. The stone reservoirs will collect and treat storm water runoff from a portion of the proposed main dwelling roof and tributary courtyard hardscapes. The stone reservoirs and Cultec detention systems are

Rocco V. D’Andrea Inc.
designed to meet the water quality volume requirements, provide peak runoff attenuation and reduce runoff volume prior to discharging downstream.

The proposed project will conform will all applicable stormwater management standards to the maximum extent practical. Refer to Appendix “B” for a narrative detailing the projects compliance with each stormwater management standard.

1.2. Land Use Regulations

The subject parcel is located in the “RA-4” zone, designated for single-family dwellings. All applicable zoning setbacks and regulations will be adhered to.

1.3. Site Inventory & Evaluation

Currently, the southeast corner of the subject parcel is developed with a dwelling, detached garage, asphalt driveway, parking courtyard and manicured lawn. Runoff from this portion of the property is either collected and piped, or sheet flows to the west into an onsite wetland and ultimately into an existing onsite watercourse. The southwest corner of the subject parcel is developed with a tennis barn, shed, asphalt driveway, parking courtyard, stone patio and retaining walls. Pervious areas to the south, east and northeast of the tennis barn consist of manicured lawn. Runoff from this portion of the property is either collected and piped or sheet flows to the east into an onsite wetland and ultimately into an existing onsite watercourse. The remainder of the subject property (central and northern portions) consist of wooded or meadow areas. All onsite runoff is collected and conveyed to the south by an onsite watercourse. Ultimately, all runoff is tributary to the existing twin 60” RCP storm drains traversing Lower Cross Road along the southern property line (POC).

One watercourse and wetland system was delineated and located on the subject parcel. The wetland, approximately 3.2 acres in size, occupies areas within the central and northern portions of the site (refer to topographic survey). A watercourse runs from north to south through the onsite wetlands. The watercourse conveys flow from offsite wetlands to the north and offsite areas to the east. An intermittent watercourse was also located on the subject property, running west to east through the center of the parcel. The intermittent watercourse conveys flow from offsite wetlands to the northwest.

According to the NRCS Soil Survey, on-site soils in the southeast portion of the site are classified as Paxton and Montauk fine sandy loams and Woodbridge fine sandy loam with a mapping symbol of 84B and 45B. The soils have slow infiltration rates with a Hydrologic Soil Group Rating of C. On-site soils along the eastern property line are classified as Canton and Charlton soils and Ninigret and Tisbury soils with a mapping symbol of 60B and 21A. The soils have a moderate infiltration rate with a Hydrologic Soil Ground Rating of B. The remainder of the subject property consists of soils with a Hydrologic Soil Ground Rating of D. Refer to Exhibit “C”
for the results of the Initial Feasibility Evaluation from the NRCS Web Soil Survey. In accordance with Appendix B of the Greenwich Drainage Manual, an initial feasibility soil evaluation was performed for the site. A soil textural analysis was completed in the areas of the proposed development using deep test pits and found the site to generally consist of a horizon of fine brown silty loam above a layer of gray silty sand. Refer to Appendix “I” for results of completed soil testing.

1.4. Development Envelope

The proposed development envelope will be confined to the northeast corner of the subject property. Construction fence and silt fence will be installed to limit the amount of disturbance during construction. The construction fence and silt fence were positioned to allow for the construction of the propose development but protect the onsite wetlands and watercourses. All areas to be disturbed will be enclosed by silt fencing where applicable.

1.5. LID Control Strategies

Three drainage basins were delineated under existing conditions. Runoff from the tennis barn roof, asphalt driveway, parking court and pervious areas to the south of the asphalt driveway (Area #1) are collected by an existing storm drain conveyance system piped to the east towards the onsite watercourse. Runoff from the existing dwelling, detached garage, parking court, a portion of the asphalt driveway and tributary pervious areas (Area #2) are collected by an existing storm drain conveyance system piped to the west towards the onsite watercourse. The remainder of the subject parcel (Area #3) sheet flows overland into the onsite wetland, ultimately entering the onsite watercourse.

All onsite areas are tributary to the existing twin 60-inch RCP on the southern property line, traversing below Lower Cross Road. Refer to Exhibit “A” for a depiction of the existing conditions drainage areas and flow paths. Refer to Table 1 for a summary of existing conditions ground cover. Refer to Appendix “L” for the results of the Hydrologic Analysis of the existing site including the computed curve number and time of concentration.

Table 1
Existing Conditions Ground Cover

<table>
<thead>
<tr>
<th>Land Cover Description</th>
<th>Area (sq.ft.)</th>
<th>CN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area #1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impervious Coverage</td>
<td>6,712</td>
<td>98</td>
</tr>
<tr>
<td>Unconnected Impervious Coverage</td>
<td>261</td>
<td>98</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>9,099</td>
<td>80</td>
</tr>
<tr>
<td>Land Cover Description</td>
<td>Area (sq.ft.)</td>
<td>CN</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------</td>
<td>----</td>
</tr>
<tr>
<td><strong>Area #2:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impervious Coverage</td>
<td>8,398</td>
<td>98</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG B</td>
<td>3,627</td>
<td>61</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG C</td>
<td>1,917</td>
<td>74</td>
</tr>
<tr>
<td><strong>Area #3:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unconnected Impervious Coverage</td>
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<td>98</td>
</tr>
<tr>
<td>Woods, Good, HSG C</td>
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<td>70</td>
</tr>
<tr>
<td>Woods, Good HSG B</td>
<td>16,058</td>
<td>55</td>
</tr>
<tr>
<td>Meadow, HSG B</td>
<td>58,982</td>
<td>58</td>
</tr>
<tr>
<td>Meadow, HSG D</td>
<td>30,697</td>
<td>78</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG B</td>
<td>10,207</td>
<td>61</td>
</tr>
<tr>
<td>50-75% Grass Cover, Fair, HSG B</td>
<td>11,514</td>
<td>69</td>
</tr>
<tr>
<td>50-75% Grass Cover, Fair, HSG C</td>
<td>2,786</td>
<td>79</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG C</td>
<td>9,345</td>
<td>74</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>33,906</td>
<td>80</td>
</tr>
<tr>
<td>Woods/Grass Comb., Good, HSG D</td>
<td>235,391</td>
<td>79</td>
</tr>
</tbody>
</table>

Under proposed conditions, the total impervious coverage is 31,306 square feet, for a total onsite increase of 13,271 square feet from existing conditions. After the construction of the proposed main dwelling, asphalt driveway, courtyards, terrace structure, walks and storm water management facilities, the remainder of the site will be maintained under current conditions. A substantial wetland planting plan has been developed to enhance the onsite wetlands and wooded areas surrounding the proposed development areas.

Six drainage basins were delineated under proposed conditions. All proposed drainage basins are tributary to the existing POC. Refer to Exhibit “B” for a depiction of the existing conditions drainage areas and flow paths. Refer to Table 2 for a summary of proposed conditions ground cover. Refer to Appendix “M” for the results of the Hydrologic Analysis of the proposed site including the computed curve numbers and times of concentration.
<table>
<thead>
<tr>
<th>Land Cover Description</th>
<th>Area (sq.ft.)</th>
<th>CN</th>
</tr>
</thead>
<tbody>
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<td><strong>Pr. Area #1</strong></td>
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<tr>
<td>Impervious Surfaces</td>
<td>6,712</td>
<td>98</td>
</tr>
<tr>
<td>Unconnected Impervious Surfaces</td>
<td>261</td>
<td>98</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>9,099</td>
<td>80</td>
</tr>
<tr>
<td><strong>Pr. Area #2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impervious Coverage</td>
<td>8,398</td>
<td>98</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG B</td>
<td>3,627</td>
<td>61</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG C</td>
<td>1,917</td>
<td>74</td>
</tr>
<tr>
<td><strong>Pr. Area #3:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unconnected Impervious Surfaces</td>
<td>4,411</td>
<td>98</td>
</tr>
<tr>
<td>Woods, Good, HSG C</td>
<td>4,081</td>
<td>70</td>
</tr>
<tr>
<td>Woods, Good HSG B</td>
<td>16,058</td>
<td>55</td>
</tr>
<tr>
<td>Meadow, HSG B</td>
<td>58,982</td>
<td>58</td>
</tr>
<tr>
<td>Meadow, HSG D</td>
<td>30,697</td>
<td>78</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG B</td>
<td>10,207</td>
<td>61</td>
</tr>
<tr>
<td>50-75% Grass Cover, Fair, HSG B</td>
<td>11,514</td>
<td>69</td>
</tr>
<tr>
<td>50-75% Grass Cover, Fair, HSG C</td>
<td>2,786</td>
<td>79</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG C</td>
<td>9,345</td>
<td>74</td>
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<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>38,241</td>
<td>80</td>
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<tr>
<td>Woods/Grass Comb., Good, HSG D</td>
<td>214,193</td>
<td>79</td>
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<tr>
<td><strong>Pr. Area #4:</strong></td>
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<tr>
<td>Impervious Surfaces</td>
<td>2,602</td>
<td>98</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>1,094</td>
<td>80</td>
</tr>
<tr>
<td><strong>Pr. Area #5</strong></td>
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<tr>
<td>Impervious Surfaces</td>
<td>7,184</td>
<td>98</td>
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<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>972</td>
<td>80</td>
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<tr>
<td><strong>Pr. Area #6:</strong></td>
<td></td>
<td></td>
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<tr>
<td>Impervious Surfaces</td>
<td>1,738</td>
<td>98</td>
</tr>
<tr>
<td>&gt;75% Grass Cover, Good, HSG D</td>
<td>1,526</td>
<td>80</td>
</tr>
</tbody>
</table>
Runoff from drainage basin “Pr. Area #1” and “Pr. Area #2” will remain unchanged between existing and proposed conditions as there are no proposed improvements or construction in these areas. Runoff patterns will patterns will remain unchanged.

Drainage Basin “Pr. Area #3” encompasses a majority of the subject parcel. Impervious areas within this basin include the existing shed and the northern portion of the existing tennis barn roof. Runoff from these areas will continue to sheet flow overland into the existing onsite wetland. Flow will ultimately enter the onsite watercourse and discharge downstream.

Runoff from drainage basin “Pr. Area #4” will be tributary to the stone reservoir (Detention System #1) below the garage courtyard. The eastern portion of the proposed main dwelling roof will be collected and piped to deep sump junction boxes. The deep sump junction boxes will provide pretreatment of storm water prior to routing flow into Detention System #1. Flow entering the garage courtyard will flow through the permeable pavers and into the stone reservoir below. Detention System #1 will provide treatment and promote infiltration of stormwater. Flow will be metered out of Detention System #1 and routed to a level spreader located to the south of the proposed garage courtyard. Flow exiting the level spreader will sheet flow to the east, into the existing watercourse.

Runoff from drainage basin “Pr. Area #5” will be tributary to the stone reservoir (Detention #2) below the entry courtyard. The northern half of the proposed main dwelling roof will be collected and piped to a deep sump junction box. The deep sump junction box will provide pretreatment of storm water prior to routing flow into Detention System #2. Flow entering the entry courtyard will flow through the permeable pavers and into the stone reservoir below. Detention System #2 will provide treatment and promote infiltration of stormwater. Flow will be metered out of Detention System #2 and routed to Detention System #1.

Runoff from drainage basin “Pr. Area #6”, which includes the southern portion of the main dwelling roof, will be collected and piped to a deep sump drainage structures. The deep sump drainage structure will provide pretreatment of storm water prior to routing flow to a level spreader. The level spreader will discharge flow into existing wooded areas, promoting sheet flow into the existing wetland and watercourses.
2. Structural BMPs

2.1. Water Quality Volume and TSS Removal

Refer to Appendix “E” for Water Quality Volume calculations and Appendix “F” for TSS Removal Efficiency Calculations. The proposed stone reservoirs and Cultec detention system will provide sufficient retention of the water quality volume from the contributing areas. These systems in conjunction with pretreatment deep sump storm water structures with hoods will also provide sufficient TSS Removal.

2.2. Runoff Reduction Volume

The proposed development will not result in an increase in runoff volume from the site for the 1-year storm event. Refer to Appendix “C” for Runoff Reduction Volume Calculations.

2.3. Groundwater Recharge Volume

The project meets the Runoff Reduction Volume criterion, thus satisfying the groundwater recharge standards. Refer to Appendix “D” for Groundwater Reduction Volume Calculations.

2.4. Peak Runoff Attenuation

The proposed development will increase the overall amount of impervious coverage by approximately 13,271 square feet as compared to existing conditions. The proposed Cultec detention system and stone reservoirs will provide peak runoff attenuation prior to discharge downstream. Refer to Table 3 for a comparison of peak flow rates and volumes for existing and proposed conditions.

3. Conclusion

The proposed development incorporates stormwater pre-treatment, treatment, provides water quality volume storage and peak runoff and volume attenuation to the maximum extent practical. If the proposed development is constructed as depicted on the development plans, it is our professional opinion there will be no adverse impacts to the onsite wetlands, watercourses or downstream properties due to the development of this property.
<table>
<thead>
<tr>
<th>Storm Frequency Event</th>
<th>POC A (Watercourse)</th>
<th>Flow/Volume</th>
<th>Existing</th>
<th>Proposed</th>
<th>Δ</th>
<th>Δ (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td></td>
<td>q (ft³/s)</td>
<td>5.12</td>
<td>5.00</td>
<td>-0.12</td>
<td>0%</td>
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<tr>
<td></td>
<td></td>
<td>v (ft³)</td>
<td>33,680</td>
<td>33,062</td>
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<td>-1.8%</td>
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<td>2 Year</td>
<td></td>
<td>q (ft³/s)</td>
<td>7.27</td>
<td>7.10</td>
<td>-0.17</td>
<td>-2.3%</td>
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<tr>
<td></td>
<td></td>
<td>v (ac ft)</td>
<td>46,129</td>
<td>45,339</td>
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<tr>
<td>5 Year</td>
<td></td>
<td>q (ft³/s)</td>
<td>11.52</td>
<td>11.25</td>
<td>-0.27</td>
<td>-2.3%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v (ac ft)</td>
<td>70,731</td>
<td>70,065</td>
<td>-666</td>
<td>-0.9%</td>
</tr>
<tr>
<td>10 Year</td>
<td></td>
<td>q (ft³/s)</td>
<td>15.54</td>
<td>15.27</td>
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<tr>
<td></td>
<td></td>
<td>v (ac ft)</td>
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<tr>
<td>25 Year</td>
<td></td>
<td>q (ft³/s)</td>
<td>22.39</td>
<td>22.19</td>
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<tr>
<td></td>
<td></td>
<td>v (ac ft)</td>
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<td>134,590</td>
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<td>50 Year</td>
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<td>q (ft³/s)</td>
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<tr>
<td></td>
<td></td>
<td>v (ac ft)</td>
<td>174,077</td>
<td>173,914</td>
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<tr>
<td>100 Year</td>
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<td>q (ft³/s)</td>
<td>37.18</td>
<td>37.14</td>
<td>-0.04</td>
<td>-0.1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v (ac ft)</td>
<td>224,591</td>
<td>224,562</td>
<td>-29</td>
<td>0.0%</td>
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</table>

Table 3: Comparison of Existing and Proposed Peak Flow Rates and Volumes for POC "A".
CONSTRUCTION
SITE PLAN REVIEW SET
"SINGLE-FAMILY RESIDENCE"
LOCATION
2 CONYERS FARM DRIVE
GREENWICH, CONNECTICUT
PREPARED FOR
LEONARD STEINBERG

SHEET INDEX

<table>
<thead>
<tr>
<th>SHEET</th>
<th>TITLE</th>
<th>REVISION</th>
<th>DATE</th>
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<td>1</td>
<td>LOW IMPACT DEVELOPMENT PLAN</td>
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</tbody>
</table>
FIRST FLOOR PLAN

WALL KEY

FIRST FLOOR PLAN
FIRST FLOOR VOLUME CALCULATIONS (PROPOSED HOUSE)

VOLUME CALCULATIONS

96,459.68 FT$^3$
SECOND FLOOR VOLUME CALCULATIONS (PROPOSED HOUSE)

VOLUME CALCULATIONS

96,459.68 FT^3
ATTIC VOLUME CALCULATIONS PLAN

ATTIC VOLUME

96,459.68 FT^3