Site Coastal Plan
Final
PLPZ 2021 00454
Nicole Malladot Areson and David Christy Areson
To construct a new single-family home, patio, driveway and related site improvements.

LOCATION: 17 Bryon Road
EXISTING ZONES: R-12 (12,000 sq.ft. minimum lot size) and COZ
FLOOD ZONE: ZONES AE 13 and VE 16
PARCEL SIZE: 14,430 sq.ft.* (to mean high water)
("Shore Acre Drive" = 6,730 sq.ft. and Exclusive of "Shore Acre Drive" 7,700 sq.ft.)
UTILITIES: Public Water Supply and Town Sewer

<table>
<thead>
<tr>
<th>ALLOWABLE</th>
<th>REQUESTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROSS SQUARE FEET: 4,545.45 sq.ft.*</td>
<td>3,677 sq.ft.*</td>
</tr>
<tr>
<td>FLOOR AREA RATIO: 0.315*</td>
<td>0.255*</td>
</tr>
<tr>
<td>GREEN SPACE: 55.0%*</td>
<td>77.3%*</td>
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</tbody>
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Residential Dwelling

<table>
<thead>
<tr>
<th>ALLOWABLE</th>
<th>REQUESTED</th>
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<tbody>
<tr>
<td>FIRST FLOOR ELEVATION (structure is within the AE 13 Flood Zone): 14.0’</td>
<td>17.0’ +/-</td>
</tr>
<tr>
<td>(Flood Zone Elevation + 1’)</td>
<td></td>
</tr>
<tr>
<td>DWELLING HEIGHT: 35’</td>
<td>34’-7”</td>
</tr>
<tr>
<td>DWELLING SETBACKS (Min. Req./Prop.):</td>
<td></td>
</tr>
<tr>
<td>• Front Yard Setback: 35’</td>
<td>35.4’</td>
</tr>
<tr>
<td>• Side Yard Setback: 10’ sum of both not less than 25’</td>
<td>10.2’ and &gt;50’ including Parcel “G” (not complaint with side yard setback if not including Parcel “G”)</td>
</tr>
<tr>
<td>• Rear Yard Setback: 35’</td>
<td>39’</td>
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*The lot size is under debate.

APPLICATION SUMMARY:
The applicant is requesting Final Coastal Site Plan approval under Sections 6-5, 6-13, 6-111, 6-139.1, and 6-205 of the Town of Greenwich Building Zone Regulations (BZR) to construct a new single-family dwelling, patio, driveway and related site improvements on a 14,430 sq.ft. parcel located at 17 Bryon Road in the R-12 and COZ Zones.

ISSUES/RECOMMENDATIONS:
1. The Inland Wetlands Agency issued a green sheet sigh off dated 10/8/2021 indicating no action is required through their department at this time.
2. Engineering issued comments on 12/2/2021 and requests the applicant resubmit prior to Final Site Plan Approval.
3. Sewer Division issued comments on 11/29/2021 and requests the applicant/owner submit a signed letter acknowledging receipt of their P&Z comments noting they have read all the comments and agree to adhere to them. The owners signed such a letter and submitted it on 12/1/2021. Sewer has not yet issued revised comments.
4. DEEP issued comments on 11/23/2021 and note no comments for the Commission’s consideration.
5. The Zoning Enforcement Officer issued comments dated 12/1/2021 and notes no issue with the application at this time.

6. Conservation issued comments dated 11/30/2021 and lists out their recommendations in their memorandum including the delineation of the tidal wetland boundary onsite, and with knowing the boundary line possibly repositioning some site items away from the tidal wetland’s boundary may be warranted.

7. Vegetated wetland buffer is not described in the application materials, nor is a planting plan submitted with the application to confirm the design meets Sec. 6-111(d) of the Building Zone Regulations (BZR).

   “(6) Include a naturalized vegetated buffer to protect environmentally sensitive and/or ecologically valuable natural resources such as tidal wetlands, open water, slopes in excess of 25%, coastal bluffs and escarpments, beaches, and dunes. Plantings shall be predominantly native species and salt-tolerant. Where appropriate, the Commission may waive this requirement upon a finding that by virtue of the lot size, use, or relationship to and/or character of the coastal resources, the buffer will have no impact on mitigating adverse impacts.”

The Commission should determine if a protective buffer should be incorporated and implemented in this site’s redevelopment plan.

8. Opposing opinion has presented a fact pattern stating the site for 17 Bryon Road only consists of 7,700 sq.ft., and none of the 6,730 sq.ft. of “Shore Acre Drive”. There is a differing opinion regarding the rights and ownership of the northern side/limits of the property and how and if the 6,730 sq.ft. of “Shore Acre Drive” is able to be counted in the FAR calculation for 17 Bryon Road.

9. Zoning Confirmation – The size of the buildable parcel is under dispute, and with that the FAR of the proposed allowable development per Sec. 6-5(A)(23) of the BZR that defines Floor Area Ratio.

10. 2008 ZEO review – The ZEO in 2008 made their decision based on the information presented to them at that time. The Commission may request the applicant provide the information that was submitted to the ZEO in 2008 to them now.

PROPOSAL:
The applicant is requesting Final Coastal Site Plan approval under Sections 6-5, 6-13, 6-111, 6-139.1, and 6-205 of the Town of Greenwich Building Zone Regulations (BZR) to construct a new single-family dwelling, patio, driveway and related site improvements on a 14,430 sq.ft. parcel located at 17 Bryon Road in the R-12 and COZ Zones.

17 Bryon Road (originally Lot 29) abuts a 50-foot-wide parcel of land, that was created by the developer E.B. Lockwood in 1922 on Map 845. This right-of-way if determined to be a private road, which was never abandoned, discontinued or otherwise eliminated would then exist today. If this area is a road area, then it cannot count towards the allowable floor area for the home of 17 Bryon Road.

Conn. Gen. Stat. § 13a-49 was enacted in 1963, which established procedures for discontinuance of private roads. Abandonment of a roadway is a legal process and involves all parties with an interest in the right-of-way to release their rights to treat it as their property. The Town of Greenwich would be considered a party with interest for “Shore Acre Drive.”

In 2008, 15 Bryon Road rebuilt their home, and through their process it was noted by the ZEO at that time, with the information he was presented, that the 50-foot-wide parcel was not a road, and therefore 15 Bryon Road was not a corner lot as it pertained to their lawful setbacks. The Commission may ask the applicant to provide the same information that was submitted to the ZEO at that time to the Commission today, as it is not clear what specific and factual information the ZEO had to make his findings on this matter.
This application only shows development on the 50-foot-wide parcel with a 20-foot long stone trench level spreader. The proposed dwelling and driveway are on the originally Lot 29 parcel, showing a 0-foot setback to the 50-foot-wide parcel to the north of it.

The gravel access to a dock on the waterfront within the 50-foot-wide parcel, that is agreed upon that other property owners in proximity have the right to use, is proposed to remain.

**DEPARTMENT COMMENTS:**
- **ZEO** - see attached memo of 12/1/2021
- **ENGINEERING** - see attached memo of 12/1/2021
- **CONSERVATION** - see attached memo of 11/30/2021
- **SEWER** - see attached memo of 11/29/2021
- **CT-DEEP** - see attached email from 11/23/2021
- **IWWA** - see attached greensheet from 10/8/2021

**COASTAL RESOURCES AND STRUCTURES:** The site is a direct waterfront property on Greenwich Cove and is within the Coastal Overlay Zone (COZ). It is therefore subject to all the provisions of Sec. 6-111 of the BZR. The western portion of the site, near the water is in the VE-16 zone while the balance of the parcel where the development is proposed is in the AE-13 flood zone. The applicant applied to the IWWA and received a “green sheet” stating that no inland wetlands are on site and no wetlands permit for the proposed work is required.

The ground floor of the dwelling will not contain any habitable space and will be open or the structure shows flood vents.

**DRAINAGE:** The proposed development will increase the amount of impervious cover on the site from 4,329 sq.ft. to 5,663 sq.ft. (31%). Proposed drainage systems that utilize both LID and BMP principles and practices are proposed. As of DPW’s comments dated 12/1/2021, DPW requests the applicant resubmit prior to Planning and Zoning approval.

**ZONING:** The ZEO submitted comments dated 12/1/2021 and notes no issue with the application at this time with the information before him. As the lot size is under dispute the FAR is as well through the Town’s definition of Floor Area Ratio in Sec. 6-5(A)(23) of the BZR.

In 2008, 15 Bryon Road rebuilt their home, and through their process it was noted by the ZEO at that time, with the information he was presented, that the 50-foot-wide parcel was not a road, and therefore 15 Bryon Road was not a corner lot as it pertained to their lawful setbacks. The Commission may ask the applicant to provide the same information that was submitted to the ZEO at that time to the Commission today, as it is not clear what specific and factual information the ZEO had to make his findings on this matter.

**CONSERVATION:** The tidal wetland boundary is missing from the site plan, making the evaluation of the impact from the proposed development difficult to do. It is expected through Conservation’s study that the area north of the proposed dwelling is likely classified as tidal wetlands, and strongly suggests a qualified professional submit a delineation of any tidal wetlands onsite. Conservation urges to have this information in hand during this Planning and Zoning review process.

**BACKGROUND:** This is the second application to Planning and Zoning for this property. The first application was submitted in 2018 by the same owners, PLPZ 2018 00595, and was withdrawn. The applicant submitted FAR drawings from the 2018 submission with this application showing that in 2018 the dwelling was proposed to be 4,455 sq.ft. in size and is now proposed to be smaller at 3,677 sq.ft. in size.
Zoning Conformance and Neighbors: There is opposition in the neighborhood (Shore Acres) to this development. The size of the buildable parcel is under dispute, and with that the FAR of the proposed structure per Sec. 6-5(A)(23) of the BZR, the definition of Floor Area Ratio. The neighbors believe that the 50-foot-wide parcel of land, to the northern side of the property has a common right-of-way that they have rights to use to gain access to the water with. If the 50-foot-wide parcel of land, or any portion of it is indeed a right-of-way, then that area needs to be deducted in the FAR calculation.

APPLICABLE ZONING REGULATIONS:
- Section 6-5 – Definitions
- Section 6-13 – Site Plan Approval Required by Planning and Zoning Commission
- Section 6-15 – [Site Plan] Standards
- Section 6-111 – Coastal Overlay Zone
- Section 6-139.1 – Flood Hazard Overlay Zone
- Section 6-144 – Accessory Buildings in Residential and Commercial Zones
- Section 6-205 – Schedule of Required Open Spaces, Limiting Heights and Bulk of Bdgs.
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
SITE DEVELOPMENT REVIEW

Engineering Project No. PLPZ201800595
Department Project No. PLPZ202100454
Submittal Received Date: 10/21/2021

Submittal Reviewed For: Planning and Zoning
Traffic Review Requested: No
Review Type: Final Site Plan

PLAN SET INFORMATION

Plan Title: CAM Application Proposed Single Family Dwelling
Project Address: 17 Bryon Road

Engineering Firm: Rocco V. D'Andrea, Inc.
Original Plan Date: 12/17/2018
Latest Plan Revision Date: 11/15/2021

DRAINAGE SUMMARY REPORT INFORMATION

Engineering Firm: Rocco V. D'Andrea, Inc.
Original Report Date: 12/17/2018
Latest Report Revision Date: 10/1/2021

Reviews provided by the Engineering Division are for compliance with the Town’s “Roadway Design Manual and Standard Construction Details” and “Drainage Manual” as amended. Reviews are based upon the information and plans provided. Comments pertaining to the Town’s manuals are not all encompassing. Other reviewing entities may provide additional comments regarding consistency with these manuals in accordance with their jurisdictions. Review of sanitary sewer and septic systems are not reviewed by the Engineering Division.

All New Submittals for Commission Meetings must be received by the Engineering Division four weeks before scheduled Commission Meeting.

All Revised Submittals for Commission Meetings must be received by the Engineering Division three weeks before scheduled Commission Meeting.

Reviewed and Approved By: Juan Paredes, P.E. - Civil Engineer II Date: 12/02/2021

COMMENTS AND CONDITIONS OF APPROVAL: Resubmit Prior to Final Site Plan Approval

1. A revised Form SC-107 needs to be submitted.
2. The Drainage Summary Report is acceptable.
3. A copy of the current deed and copies of all deeds back to the original deed must be submitted. All easements and maps referenced in the property deeds must also be submitted (required for the storm drain).
4. Because stormwater runoff from Shore Acre Drive is collected and discharged through an existing pipe on the property the following is required:
   a. If an easement to the Town of Greenwich exists, it may be required to be updated using the current Grant of Entry to Perform Construction and Maintenance for Stormwater Drainage.
   b. If an easement to the Town of Greenwich exists, the proposed location of the stormwater BMPs may need to be relocated. Other options may also be possible such as relocation of the storm drain and easement, or modifications to the Grant of Entry to Perform Construction and Maintenance for Stormwater Drainage.
   c. If no easement to the Town of Greenwich exists it will be required that a Grant of the Right to Drain Watershed Area be completed. A digital copy of the document will be sent to the project engineer so a draft of the document (must include draft schedule A and draft map) can be submitted prior to zoning/building permit approval.
d. The final copy of the Grant of the Right to Drain Watershed Area (must include schedule A and mylar of map) shall be submitted directly to the Engineering Division prior to the request for T.C.O./C.O. sign-off.

e. A video inspection of the pipe needs to be completed before zoning/building permit sign-off. An additional video inspection of the pipe needs to be completed before T.C.O./C.O. sign-off.

5. Site Plan Sheets

a. Low Impact Development Plan Sheet:
   i. Depict the site’s soil type and associated Hydrologic Soil Groups (HSG).
   ii. Show deep test pit and saturated hydraulic conductivity test locations (include circular influence zone for each test).
   iii. Each deep test pit (2,500 SF) and the saturated hydraulic conductivity test (500 SF) for the proposed BMP’s need to include the required circular influence zone.
   iv. Show structural and non-structural (e.g., source controls) BMPs.
   v. Show each area of impervious surfaces directed to a BMP with a callout specifying which BMP receives runoff.

b. Driveway Profile & Sight Distance Sheet
   i. Show sight distance for existing driveways (use GIS data to supplement the A-2 and T-2 Survey as needed to show the entire road for the required sight distance).
   ii. Show sight distance for proposed driveways (use GIS data to supplement the A-2 and T-2 Survey as needed to show the entire road for the required sight distance).
   iii. Show width of driveways at property line.
   iv. Show width of driveways at edge of road.
   v. Show distance from driveways to intersection (required minimum distance is 25 feet).
   vi. Show distance from edge of driveways to parallel property line.
   vii. Show distance from edge of road to driveway gates (required minimum distance is 25 feet).
   viii. Show profile for each driveway from edge of road to garage. The profile shall include slopes, spot elevations and if porous pavement is used the entire porous pavement section to the bottom of stone shall be included with elevations.
   ix. Show slope of driveways for first five feet on profile (required minimum slope is +3% to 6%).
   x. Show slope of driveways for next twenty feet on profile (required maximum slope is 4% when remaining slope ≥ 10%).
   xi. Show slope of driveways for the remaining distance to garage on profile (required maximum slope is 8% for commercial, 12% residential (two or more family), and 15% for residential).
   xii. Show all vegetation (trees, bushes, shrubs, etc.) along the property line and within the Right-of-Way.
   xiii. Show all structures (utility poles, walls, fences, etc.) along the property line and within the Right-of-Way.
   xiv. Callout all vegetation (trees, bushes, shrubs, etc.) to be removed for the required sight distance to be met.

6. 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.

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.
   g. A Letter discussing all the work that remains to be completed (Only for a Temporary Certificate of Occupancy Submittal).
MEMORANDUM

To: Jacalyn Pruitt, Planner II
From: Aleksandra Moch, Environmental Analyst (Wetland and Soil Scientist)
Date: November 30, 2021
Re: Nicole Malladot Areson and David Christy Areson, 17 Bryon Road, PLPZ 2021 00454
Site plan by Rocco V. D’Andrea, Inc., dated November 15, 2021

I have reviewed the above-referenced plans and visited the site. The following comments are offered for your consideration:

1. The proposed site plan does not show the boundary of the tidal wetland which makes the evaluation of the impact from the proposed development rather difficult. The site has been regularly mowed, including tidal vegetation, leaving plant remains that are too short to readily identify. Even in the absence of confirmed, qualifying vegetation, it can be expected the area north of the house would be classified as tidal wetlands based on the state statute.

For the benefit of the record of this application, the state defines tidal wetlands as “…those areas which border on or lie beneath tidal waters, such as, but not limited to banks, bogs, salt marsh, swamps, meadows, flats, or other low lands subject to tidal action, including those areas now or formerly connected to tidal waters, and whose surface is at or below an elevation of one foot above local extreme high water; and upon which may grow or be capable of growing some, but not necessarily all, of the following [species]…”

Where mowing has not occurred, the site supports high tide bush and spike grass, two qualifying species. This corroborates the expectation of tidal wetlands in the degraded areas. Further, the site’s elevation meets the statutory standard and the north half of the site is known to be tidally inundated during higher high tides.

Accordingly, tidal wetland delineation performed by the qualified professional should be submitted prior to the conclusion of the project review.
The road easement flooded during the 8.83 ft. tide on December 2, 2021 at 9:15am

A view of the flooded road easement from the dock taken on December 2, 2021 at 9:15 am.
2. It appears the proposed patio of the new residence is placed along the edge of the tidal wetland and, judging by the site elevations, the proposed elevated equipment pad will be located within the tidal wetland. Once the wetlands boundary is provided, repositioning of these features may be warranted. The residence should be relocated further east and/or reduced in size, the patio should be adjusted to allow for 10-foot wide vegetated wetland buffer along the entire length of the tidal wetland.

3. The site, by virtue of the degraded wetland provides ample opportunity for mitigation. A planting plan should to be provided to restore the wetland and ideally provide a 10-foot wide wetland buffer. This will bring the standard of ecological integrity up to par with the remainder of the site’s proposed improvements. The planting plan, as it moves away from the house should transition from native lower growing wetland species to species dominated by native trees and shrubs to maximize the vertical stratification of the habitat. The plantings will increase the ecological carrying capacity of this land to better balance the proposed development.

cc: Conservation Commission
Dygert, Bianca

From: Gaucher, John <John.Gaucher@ct.gov>
Sent: Tuesday, November 23, 2021 7:56 AM
To: Dygert, Bianca
Subject: RE: 17 Bryon Road - plan revised to address DEEP comments

Importance: Low

[EXTERNAL]
Bianca.

The relocated drainage features address the concerns we had raised. Please let me know if you need any additional information.

John Gaucher
Environmental Analyst III
Land & Water Resources Division
Bureau of Water Protection and Land Reuse
79 Elm Street
Hartford, CT 06106

Phone 860.424.3660
fax 860.424.4054

Hi John,

Please see the attached revised site plan and email chain below.

Please let us know if this addresses your comments for 17 Bryon Road.
Thanks,
Bianca Dygert
Planner II
Hi B – I saved the attached on the M Drive and One Drive, and RVDI already sent it to DEEP in the below email chain... not sure if you want to formally submit to DEEP as well, or just note the below?

The document also needs to go to DPW, but maybe (hopefully) DEEP will let us know if they agree with what RVDI is proposing sooner than later.

Jacalyn Pruitt, Planner II
Town of Greenwich Planning & Zoning

[EXTERNAL]
Hi Jacalyn and John,

Attached is a revised plan with changes highlighted. The changes show the pipe and stone trench level spreader moved beyond the CJL.
Jacalyn please advise if you need hard copy.

Thx Rich
Hi Rich – Nice seeing you at counter today. For 17 Bryon Road the attached comments just came in from DEEP. Please address prior to going in front of the Commission. Thank you,

Jacalyn Pruitt, Planner II  
Town of Greenwich Planning & Zoning  
101 Field Point Road  
Greenwich, CT 06830  
Ph. 203-622-7894  
Jacalyn.Pruitt@greenwichct.org

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CAUTION: This email originated from outside the Town email system. Do not click links or open attachments unless you have verified the sender and know the content is safe.
Reviewed by: Jodi Couture
Date: 12/1/2021

Note: These comments do not represent Building Inspection Division approval. Plans subject to review by ZEO at time of building permit application.

ZONING ENFORCEMENT

Project No. PLPZ202100454

Reviewed for Planning and Zoning Commission.

TITLE OF PLAN REVIEWED: Areson

LOCATION: 17 Bryon Rd

PLAN DATE:

ZONE: R-12

☐ Ok for Zoning Permit Sign-off with the following revisions:

☐ 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.
Date: November 29, 2021

To: Katie Deluca, Director, Planning & Zoning

From: Richard C. Feminella, Wastewater Division Manager

Copy: Chris Mandras, Maintenance Manager - Sewer Division
      Al Romano, Environmental Asset Engineer — Sewer Division

Re: PLPZ202100454: 17 Bryon Road, Nicole Malladot Areson & David Christy Areson

We have prepared the following comments and questions regarding the proposed application.

Project Summary:
- Proposed single family home with patio, driveway, utility connections and drainage system.

Sewer Division Comments:
As indicated in the Sewer Division’s prior comments dated February 28, 2019, the following comments still apply and need to be addressed:

Comments to be addressed during P&Z phase:
- The plan submitted does not match the requirements of the Sewer Disconnect Permit. This was commented previously by the Sewer Division during our P&Z comments dated February 28, 2019. The plan submitted DOES NOT address the Sewer Division’s comments. The plan is required to be revised for Sewer Permitting. Please see comment below.
- Prior to obtaining P&Z approval, the applicant/owner is required to submit a signed letter acknowledging receipt of these P&Z comments and that the applicant/owner has read all the comments and agrees to adhere to the comments. A copy of this document is required to be provided to the Sewer Division. It is important for the applicant/owner to understand that failure to comply with these comments may result in delays in both Sewer and Building Permitting. The applicant/owner assumes any risk or impacts to their project schedule as a result of not complying with these requirements.

Comments to be addressed during Sewer and Building Permit phase:
- The applicant/owner will be required to obtain all necessary Sewer Permits. Please coordinate directly with the Sewer Division.
- The proposed development should utilize low flow plumbing fixtures.
- The applicant/owner needs to revise the plan to properly show the sewer lateral installation. Based on the CCTV inspection performed as part of the Sewer Disconnect Permit (PRSD201703839), it was determined that the existing sewer lateral was to be replaced to the wye fitting on the main using 4-inch pipe. The owner agreed to these findings on January 3, 2018. Please revise plans for submission with the Sewer Reconnect Permit.
As this parcel is in a flood zone, any sump pump proposed for the elevator shaft CANNOT discharge to sanitary sewer. Please include written confirmation and explain how any water will be addressed in the elevator shaft during Sewer Permitting.

As this parcel is in a flood zone, please provide written confirmation during Sewer Permitting that all plumbing fixtures are a minimum of 1-foot above the FEMA flood elevations for this parcel.

Please note, sanitary sewers are designed for first floor elevations. Therefore, any plumbing fixtures in lower levels (basements) could be subject to sanitary sewer backups/overflow. The property owner is strongly recommended to consider and review this and plan accordingly to protect themselves in those situations. The Town is not responsible for damages as a result of these connections/installations. Please consider this and revise accordingly.

Please note, in accordance with Town regulations and standard practice, all clear water sources cannot discharge to sanitary sewer. This includes air conditioning and high efficiency heating system condensate lines. Please confirm that the new development will not discharge any clear water sources to sanitary sewer.

**Please NOTE:** These comments are intended for P&Z review only. These comments do not take the place of Sewer Permit(s). Any Sewer Permit Applications receive thorough reviews and may result in additional comments/requirements at that time. In addition, please be reminded that in order to receive Building Permits, the applicant must have secured all other necessary permits, including, but not limited to, Sewer Permits **PRIOR** to obtaining their Building Permits.

Also, please note, the applicant should **NOT** submit for Sewer Permits until the project has received approval from P&Z.
Owner agreeing to the Sewer Division Comments in Nov. 29, 2021 memo to Katie Deluca,
Director, Planning and Zoning
December 1, 2021

Re: “Nicole Malladot Areson, David Cristy Areson” Owners
Sanitary Sewer Lateral
17 Bryon Road, Old Greenwich, Greenwich CT
PLPZ 2021 00454
Parcel #06-1347/S

To Whom It May Concern:

We, “Nicole Malladot Areson and David Cristy Areson” Owners hereby agree to comply/adhere with the Sewer Division Comments in the Nov. 29, 2021 memo to Katie Deluca, Director, Planning and Zoning concerning our private existing sanitary sewer lateral. Our Engineering Firm, Rocco V. D’Andrea, Inc, will revise the site plan to comply with CCTV inspection performed as part of “SewerDisconnect Permit” (PRSD201703839) for the Sewer Permit Application Phase.

HEREBY AGREED TO AND CONFIRMED:

Date Dec 1, 2021
Nicole Malladot Areson

Date Dec 1, 2021
David Cristy Areson
STATE OF CONNECTICUT)                        ) ss.: Greenwich
COUNTY OF FAIRFIELD                           )

Diane Fox, being duly sworn deposes and says:

1. I am over the age of 18 years and believe in the obligations of an oath.

2. From 1995 to July of 2014, I was employed as the Town Planner, which included
   the title of Director of the Planning and Zoning Department, and Zoning Enforcement Coordinator

3. In my capacity as Town Planner for the Town, among other things, I was
   responsible for reviewing applications for coastal area management, also known as CAM
   Applications. I submit this Affidavit based on personal knowledge obtained in the course of
   performance of my duties as the Director and Town Planner for the Town for 19 years, as well as
   on a review of relevant files.

4. In 2008, the owner of 15 Bryon Road, Old Greenwich, Connecticut (“15 Bryon”) submitted a CAM Application in connection with the construction of a new residence on its
   property (“15 Bryon Application”). During the Town’s review of the 15 Bryon Application as
   with all such applications, setback requirements are reviewed. Specifically relative to the 15 Bryon
   Application, there was a fifty (50) foot wide strip of land between 17 Bryon Road, Old Greenwich,
   Connecticut (“17 Bryon”) and 15 Bryon, which strip of land was owned by the owner of 17 Bryon
   (“50’ Strip”), the Nightingales, as shown on the Zoning Location Survey of 15 Bryon Road.

5. A potential issue relative to the 15 Bryon Application was that if the 50’ Strip was
determined to be a road, then 15 Bryon would be considered a corner lot and corner lot setbacks
would apply to the owner’s proposed residence. If, however, the 50’ Strip was determined NOT
to be a road, then 15 Bryon would NOT be considered a corner lot and regular side yard setbacks would apply to the owner’s proposed residence.

6. Katie Deluca, then-Assistant Town Planner, and now the current Town Planner, reviewed the 15 Bryon Application together with James “Jim” Maloney, the then-Zoning Enforcement Officer (“ZEO”).

7. Jim Maloney, on behalf of the Town of Greenwich, signed a letter dated December 9, 2008 which indicated that he found that the 50’ Strip was NOT a road, 15 Bryon was NOT a corner lot, and therefore 15 Bryon was NOT subject to corner lot setbacks. Accordingly, the Commission permitted the owner of 15 Bryon to build its proposed residence with a regular side yard setback (“15 Bryon Decision”) instead of corner lot setbacks.

8. In 1924, the Greenwich RTM did NOT accept said 50’ Strip as a public road but did accept the other roads in and around Shore Acres by virtue of a Warrantee Deed from Benjamin Lockwood to the Town of Greenwich, dated November 25, 1924 and recorded on the Greenwich Land Records in Book 213 at Page 41.

9. Jim Maloney’s December 9, 2008 findings were consistent with the Greenwich RTM’s 1924 decision NOT to accept the 50’ Strip as a public road when accepting the roads of Shore Acres.

10. The Commission, in issuing the 15 Bryon Decision on May 6, 2009 accepted the ZEO’s signature and findings.

11. Having reviewed the current CAM Application submitted by the owners of 17 Bryon, as well as many correspondences and documents in support thereof, I maintain that the prior decision (15 Bryon Decision) to not treat 15 Bryon as a corner lot was based upon the Commission’s acceptance of the ZEO’s determination that the 50’ Strip was not a road, but rather
was privately owned by the Nightingales, and thus the Commission made the correct decision and same must stand.

12. One of the key functions of the Commission is to ensure that the zoning laws, rules and regulations are applied with uniformity. A sitting Commission and Town Planner should endeavor to maintain consistency between current determinations and/or decisions, and the determinations and/or decisions rendered by their predecessors unless, of course, a prior determination and/or decision was arbitrary. The 15 Bryon Decision was reached after a thorough review of relevant deeds, surveys and myriad information provided, and after considering like situations both in the same neighborhood and elsewhere in Town. Such decision was not arbitrary and, in my opinion, cannot and should not now be reversed to find that the 50’ Strip is a road.

Diane Fox

Sworn to before me this
14th day of September 2021.

Stephen G. Walko, Esq.
Commissioner of the Superior Court
AFFIDAVIT

STATE OF CONNECTICUT  )  ss.: GREENWICH
COUNTY OF FAIRFIELD  )

I, Trevor Nightingale, being duly sworn, hereby depose and say:

1. I am over the age of eighteen (18) and believe in the obligations of an oath.

2. By deed dated August 25, 1949 (almost 70 years ago), William G. Winslow conveyed 17 Bryon Road to my parents, “together with all right, title and interest of the grantor in and to that portion of Shore Acre Drive lying Westerly of Bryon Road, formerly known as Bryon Road, as shown on said map between lots 28 and 29 as shown on said map, subject to such rights as may exist therein.” See annexed hereto said deed as Exhibit A.

3. From 1991 through 2017, my wife Francine and I owned 17 Bryon.

4. I make this Affidavit upon my direct knowledge from residing at and owning 17 Bryon.

5. 17 Bryon includes a strip of land on the northerly section thereof that is approximately 50 feet wide (goes up until the wall) by 100 feet long that extends from the intersection of Shore Acre Drive and Bryon Road to the waters of Greenwich Cove (“Lot 29 Land”).

6. My family and I have always acknowledged the right of neighbors to walk over part of Lot 29 Land to access the waters of Greenwich Cove, using a gravel path approximately 12-14 feet wide. The remaining approximately 36-38 feet of Lot 29 Land was occupied by grass, trees, plantings, and a telephone pole.

7. In January 1990, my mother acknowledged in writing that although some neighbors have a legal right to access the water over Lot 29 Land, Lot 29 Land belonged to her. At that time, she also gave written permission for the neighbors to maintain a dock at the end of Lot 29 Land, she pledged that she would contribute to its cost, and she asked that she be sent the
design for the proposed dock before agreeing to replace the old one. A true and accurate copy of my mother’s letter is annexed hereto as **Exhibit B**.

8. About 40 years ago but prior to my ownership of 17 Bryon, my father installed bollards on Lot 29 Land to prevent cars from driving and parking on the Lot 29 Land. They have proven to be effective in preventing unauthorized use of Lot 29 Land.

9. For so long as my family owned 17 Bryon (almost 70 years), including Lot 29 Land, Lot 29 Land has never been used or maintained as a road.

10. Cars have never been parked on Lot 29 Land.

Subscribed and Sworn to before me this 3rd day of June, 2019.

TREVOR NIGHTINGALE

Notary Public

[Signature]

Andrea Strada
State of Connecticut
Notary Public
Commission No. 141196
My Commission Expires 4/30/2020
EXHIBIT A
BOOK 443 MISCELLANEOUS

Dated, August 16th, 1940

In presence of
Calvin S. Warsh

Herbert J. Kiser

STATE OF NEW YORK
COUNTY OF KINGS

On this 22d day of August, in the year nineteen hundred and forty-nine before me personally came HERBERT J. KISER to me known to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

County Clerk's certificate of authority of officer testing an acknowledgment of said instrument.

Calvin S. Warsh

HERBERT J. KISER, Notary Public, State of New York, qualified in Kings County

Kings Co. O. No. 117, Reg. No. 1341-6

Commission expires March 30, 1960

Received for Record Aug. 20, 1940 at 10:10 A.M. and recorded by-

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That I, WILLIAM B. WISEMAN, of the Town of Greenwich, County of Fairfield and State of Connecticut

For the consideration of One ($1.00) Dollar, and other good and valuable considerations received to my full satisfaction of MARY JANE KIMBERLY, of the City of New Rochelle, County of Westchester and State of New York,

do give, grant, bargain, sell and confirm unto the said MARY JANE KIMBERLY

ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 10 on a certain map entitled "Plat of the 2nd Portion of Shore Acres, Greenwich, Sound Beach, Conn., E. Senf Loomis" made by H. E. Miller & Co., Civil Engineers, Greenwich, Conn. Jan. 31, 1927, on file in the Office of the Town Clerk of said Town of Greenwich, reference therein being had for a more particular description of said premises, said map being numbered 1191, and bounded and described as follows:

BEGINNING at a point on the Westernly side of Byron Road, formerly known as Byron Road, formed by the intersection of the division line between the premises herein described and land now or formerly of Margaret W. Miller shown as Lot No. 30 on the above entitled map and running thence along land now or formerly of said Margaret W. Miller South 39° 10' West 95.35 feet to a right of way 10 feet in width, thence along said right of way North 7° 58' West 81.0 feet to the Southerly side of Shore Acres Drive, formerly known as Rideback Road, thence along the Southerly side of Shore Acres Drive North 80° 48' East 112.40 feet to the Westernly side of said Byron Road, formerly known as Byron Road, thence along the Westernly side of said road South 54° 14' West 70.67 feet to the point of beginning.

SAID premises are bounded Northerly by Shore Acres Drive, formerly known as Rideback Road, Westernly by Byron Road, formerly known as Byron Road, Southerly by Lot No. 30 as shown on the above entitled map, being land now or formerly of Margaret W. Miller and Westernly by a right of way 10 feet in width,

TOGETHER with all right, title and interest of the grantor in and to the ten foot strip lying between said lot and the mean high water mark on Greenwich Cove,

TOGETHER with all right, title and interest of the grantor in and to that portion of Shore Acres Drive lying Westernly of Byron Road, formerly known as Byron Road, as shown on said map between lots 50 and 59 as shown on said map, subject to such rights as may exist therein,

TOGETHER with all right, title and interest of the grantor in and to the highway Byron Road, formerly known as Byron Road as shown on said map,

TOGETHER with any right, title or interest of the grantor in and to any gorses, strips of
BOOK 413 MISCELLANEOUS

Land or right of way or lands adjoining said premises.

DEED the same premises conveyed to the grantor by Warren F. Armstrong by deed dated August 26, 1918 and recorded in the Greenwich Land Records in Book 424 at Page 74.

SAID premises are conveyed subject to the following:

1. Zoning and planning laws, rules and regulations as established in and for the Town of Greenwich.


4. Restrictive covenants and agreements contained in the following deeds:


(b) Executors' Deed from Benjamin H. Stern and Samuel G. Lindeman, as Executors of the Last Will and Testament of Grace R. Lindeman to E. Benjamin Lockwood dated August 10, 1928, and recorded in said Land Records in Book 192 at Page 234.

(c) Warranty Deed from E. Benjamin Lockwood to The Charlemagne Realty Company, Inc. dated July 20, 1926, and recorded in said Land Records in Book 219 at Page 430.

(d) Warranty Deed from E. Benjamin Lockwood to Margaret Dodson Clark dated July 21, 1934, and recorded in said Land Records in Book 304 at Page 130.

5. Grant from shore area, Inc. to The Connecticut Light and Power Company dated March 18, 1921, and recorded in said Land Records in Book 206 at Page 356.


TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto, unto her, the said grantees, her heirs, and assigns forever, to her and their own proper use and behoof.

AND ALSO, I the said grantor do for myself, my heirs, executors, administrators and assigns covenant with the said grantee, her heirs and assigns, that at and until the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written and that the same is free from all incumbrances whatsoever, except as hereinafore mentioned.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT and DEFEND the above granted and bargained premises to her the said grantees, her heirs and assigns, against all claims and demands whatsoever, except as hereinafore mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of August, in the year of our Lord nineteen hundred and forty-nine.

Signed, Sealed and Delivered

in presence of

Jack Haldane Courage
Frank J. Coyle

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

July 25th, 1949

The undersigned, being personally known to the Notary Public, were present at the signing of the instrument and were duly commissioned to attest to the same.

Frank J. Coyle, Notary Public

Received for Record Aug. 26, 1949 at 11:40 A.M. and recorded by
Dear Mr. Lindskog,

Since we spoke on the telephone the other day, I have reread your letter on behalf of the Shore Acre Association and find that I am uncomfortable with it in one respect.

The letter reflects that the Association is not aware that the dock in question extends from our property. In fact, the Nightingale property extends to the fence that divides our lot from the Warrens' property. While a number of families in the neighborhood are legally entitled to access across our property to the water, the property is in fact ours. Once in recent years a question as to our property line was raised. Lee S. McKeithen, of Cummings and Lockwood, researched the title and history of the property, and the findings - that we have title to the fifty-foot strip of land lying west of Bryon Road between our lot 29 and the Warrens' lot 28, subject to the right of others to use it - settled the question to everyone's satisfaction, as far as we were aware. The public portion of Shore Acre Drive extends only to the westerly line of Bryon Road.

Of course, we have never made any distinction between families that have the right of access and families that do not, and we certainly do not intend to do so. We are happy for our neighbors to maintain a dock at that location and to keep small boats there. We are also glad to help defray the cost of a new dock. However, we would like to see the design of the proposed dock before we agree to its replacing the old one. Would you mail a copy of the plans to us? We are in Florida until February 25:

Mariner Pointe #221
760 Sextant Drive
Sanibel Island, Florida 33957

We will return from Florida directly to Old Greenwich.

I might add that we have just begun to hear of the Shore Acre Association. How long has it been in existence? Is it a formally constituted group?

I thank you again for taking the trouble to discuss the proposed dock with me on the telephone. In principle we are entirely in favor of improvements at the water's edge that the neighbors would enjoy, and we would like to help.

Sincerely,
Exhibit 1
This map was produced from the Town of Greenwich GIS. The Town expressly disclaims any liability that may result from the use of this map. Basemap: 4/2/08. Parcels: 10/1/12.
WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Trevor Nightingale and Francine R. Nightingale both of 17 Bryon Road, Old Greenwich, CT 06870, for consideration of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND & 00/100 DOLLARS ($1,850,000.00), grant to Nicole Malladot Areson and David Cristy Areson both of 14 Hendrie Avenue, Riverside, CT 06878 AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, with WARRANTY COVENANTS, all that certain real property known as 17 Bryon Road, Greenwich, CT 06870, being more particularly as:

All that certain tract, piece or parcel of land, with any buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 29 on a certain map entitled, "Revised Map of the 2nd Portion of Shore Acres, Greenwich, Sound Beach, Conn., E. Benj. Lockwood," made by S.E. Minor & Co. Civil Engineers, Greenwich, Conn. Jan. 31, 1927, on file in the Office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said premises, said map being numbered 1154, and bounded and described as follows:

COMMENCING at a point on the W esterly side of Bryon Road, formerly known as Byron Road, formed by the intersection of the division line between the premises herein described and land now or formerly of Hans L. Farman shown as Lot No. 30 on the above entitled map and running thence along said road now or formerly of said Farman South 89 degrees 10' West 95.38 feet to a right of way 10 feet in width, thence along said right of way North 7 degrees 58' West 64.00 feet to the Southerly side of a 50-foot strip of land formerly known as Shore Acres Drive, formerly known as Ridabock Road, thence along the Southerly side of said 50-foot strip of land North 85 degrees 48' East 112.40 feet to the W esterly side of said Bryon Road, formerly known as Byron Road, thence along the Westerly side of said road South 8 degrees 24' West 70.67 feet to the point or place of beginning.

Said premises are bounded Northerly by a 50-foot strip of land formerly known as Shore Acres Drive, Easterly by Bryon Road, formerly known as Byron Road, Southerly by Lot No. 30 as shown on the above entitled map, being land now or formerly of Hans L. Farman and W esterly by a right of way 10 feet in width.

Together with all right, title and interest in and to the 10-foot strip lying between said lot and the mean high water mark on Greenwich Cove as shown on said map.

Together with all right, title and interest in and to that portion of Shore Acres Drive lying westerly of Bryon Road, formerly known as Byron Road, between Lots 28 and 29 as shown on said map.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.


6. Restrictive covenants and agreements contained in Warrantee Deed from E. Benjamin Lockwood to Margaret Dodson Clark dated July 21, 1934 and recorded in the Greenwich Land Records in Book 304 at Page 150.


9. Rights of others to pass and re-pass over and upon Shore Acres Drive and the ten foot strip as shown on said map 1154 for access to Greenwich Cove.

10. Right, title and interest of others in and to any portion of the premises lying below any now or former mean high water line of Greenwich Full.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 22nd day of August, 2017.

Trevor Nightingale, Grantor
Francine R. Nightingale, Grantor

Signed, sealed and delivered in the presence of or attested by:
Witness:
Witness:

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Personally appeared Trevor Nightingale and Francine R. Nightingale, signers and sealers of the foregoing Instrument, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Instrument and acknowledged that they executed the same for the purposes therein contained in the capacity therein stated, before me, on this 22nd day of August, 2017.

Notary Public/Commissioner of the Superior Court

Tom S. Ward, Jr.
Commissioner of the Superior Court

RECEIVED FOR RECORD
Aug 24, 2017 03107:36p
CARMELLA C. BUDKINS
TOWN CLERK
GREENWICH, CT
Revised Map of the 2nd Portion of Shore Acres
Greenwich, Sound Beach, Conn.
E. Dem. Lockwood

Scale 1" = 50'

Received on file Feb. 3, 1927
at 11:05 A.M. by

Hall & McCheesney Inc
1878
Our 100th year
1878
EXHIBIT 3

By deed dated August 10, 1922, Stern and Lindeman conveyed all of the property shown on Filed Map No. 906 to E. Benjamin Lockwood (hereinafter “Lockwood”). Lockwood conveyed a one-half interest in all of said property to John F. Ryan, then the two conveyed said property to Shore Acres, Inc. Shore Acres, Inc. sold off certain lots and conveyed the remaining lots back to Lockwood.

By deed dated November 25, 1924, Lockwood conveyed all of the roads depicted onFiled Map No. 906, except the portions of Shore Acres Drive lying west of the westerly line of Bryon Road and the portion of Sunset Road lying westerly of the prolongation southerly of the westerly line of Bryon Road, to the Town of Greenwich. A copy of the deed to the Town of Greenwich is annexed hereto as Exhibit A.

By deed dated July 21, 1934, Lockwood conveyed Lot 29 on Map No. 1154 (hereinafter, “17 Bryon”) to Margaret Dodson Clark, “together with all right, title and interest of the Grantor in and to that portion of Shore Acres Drive lying westerly of Byron Road as shown on said map between Lots 28 and 29 as shown on said map, subject to such rights as may exist therein.” A copy of the deed to Clark is annexed hereto as Exhibit B.

By deed dated February 26, 1943, Margaret Dodson Clark conveyed 17 Bryon, “together with all right, title and interest of the Grantor in and to that portion of Shore Acres Drive lying westerly of Bryon Road as shown on said map between lots 28 and 29 as shown on said map, subject to such rights as may exist therein” to Warren P. Armstrong. A copy of the deed to Armstrong is annexed hereto as Exhibit C.

By deed dated August 25, 1945, Warren P. Armstrong conveyed 17 Bryon, “together with all right, title and interest of the Grantor in and to said Shore Acres Drive, formerly known as Ridabock Road, Bryon Road, fromerly [sic] known as Byron Road” to William G. Winslow. A copy of the deed to Winslow is annexed hereto as Exhibit D.

By deed dated August 25, 1949, William G. Winslow conveyed 17 Bryon, “together with all right, title and interest of the grantor in and to that portion of Shore Acres Drive lying Westerly of Bryon Road, formerly known as Bryon Road, as shown on said map between lots 28 and 29 as shown on said map, subject to such rights as may exist therein” to Margaret Edge Nightingale. A copy of the deed to Nightingale is annexed hereto as Exhibit E.

By deed dated June 28, 1991, Margaret Edge Nightingale conveyed 17 Bryon, “together with all right, title and interest of the grantor in and to that portion formerly of Shore Acres Drive lying Westerly of Bryon Road, formerly known as Byron Road, as shown on said map between lots 28 and 29 as shown on said map, subject to such rights as may exist therein” to Trevor Nightingale. A copy of the deed to Nightingale is annexed hereto as Exhibit F. The chain of title includes certain other deeds between the Nightingales, including a deed from Trevor Nightingale to Trevor and Francine R. Nightingale (included as part of Exhibit 6).
Exhibit A
BOOK 213 WARRANTEE DEED.

To all People to whom these Presents shall come, Greeting:

KNOW YE THAT I, N. BENJAMIN LOCKWOOD, of the Town of Greenwich, County of Fairfield and State of Connecticut

For the consideration of Eight (8) Dollars and other valuable Considerations received in full satisfaction of THE TOWN OF GREENWICH, a territorial corporation located in said Fairfield County

Do give, grant, bargain, sell and convey unto the said

THE TOWN OF GREENWICH

All that certain lands situated at Sound Beach, in said Town of Greenwich, known on a certain map entitled, "Survey Map No. 2 of Shore Acres, Inc. Greenwich, Sound Beach, Connecticut," by S. Hoyt, Lockwood and John A. Simmons, now on file in the Town Clerk's office of said town of Greenwich, and being the portion of said land lying between North Street and the intersection of said shore acres drive lying between Shore Acres Drive and the Intersection of said Shore Acres Drive by the westerly line of said Shore Acres Drive.

The above described land is conveyed to the town of Greenwich for highway purposes only.

To have and to hold the above grants and bargained premises, with the privileges and appurtenances thereof unto the said grantees, successors and assigns forever to the same and their own proper use and behoof. And also I the said grantor, do for myself, my heirs, executors, and administrators, covenant with the said grantee and its successors, assigns, that at and until the surrendering of these presents, I am well and truly solaced of the premises, to the good and sufficient extent in few simple, and have good right to bargain and sell the same in manner and form as above written; and that the same is free from all Incumbrances whatsoever, except as hereinafter.

And furthermore, I the said grantor, do by these presents bind myself and my heirs forever to warrant and defend the same granted and bargained premises to the said grantee the successors and assigns, against all claims and demands whatsoever, except as herein above.

In Witness Whereof, I have hereunto set my hand and seal this 20th day of November A. D. 1924

Signed, sealed and delivered, in presence of

William S. Hirschberg
Lucy A. Howard

STATE OF CONNECTICUT

COUNTY OF Fairfield

 November 20 A.D. 1924

N. BENJAMIN LOCKWOOD
Signer and Sealer

of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Received for Record, Troy, A.D. 1924

William S. Hirschberg

Notary Public.
Exhibit B
BOOK 304 WARRANTEE DEED.

To all People to whom these Presents shall come, Greeting:

KNOW YE THAT I, E. BENJAMIN LOCKWOOD, of the Town of Greenwich, County of Fairfield and State of Connecticut,

For the consideration of One Dollar ($1.00) and other valuable consideration, received to my full satisfaction of MARGARET DODSON CLARK, wife of William Howard Clark, Jr., of the Town of Stamford, in said Fairfield County,

DO GIVE, grant, bargain, sell and convey unto the said MARGARET DODSON CLARK.

All that certain tract, piece or parcel of land situated at Old Greenwich, in said Town of Greenwich, known and designated as Lot No. 20 on a certain map entitled "Surveyed Map of the 3rd Portion of Shore Acres Estates, Railroad, Conn., E. Benj. Lockwood" made by E. & M. Enjoy & Co., Civil Engineers, Greenwich, Conn., Jan. 21, 1937 on file in the Office of the Town Clerk of said Town of Greenwich; reference therefor being had for a more particular description of said premises.

Together with all right, title and interest of the Grantor in and to the ten foot strip lying between said lot and the mean high water mark on Greenwich Cove.

Together with all right, title and interest of the Grantor in and to that portion of Shore Acres Drive lying westerly of Byron Road as shown on said map between lots 20 and 21 as shown on said map, subject to such rights as may exist therein.

Together with all right, title and interest of the Grantor in and to the highway Byron Road as shown on said map.

Said premises are subject to the 6th and subsequent installments of the Sound Beach Sewer Construction tax and subject also to the Sound Beach Sewer Maintenance tax on the list of June 2, 1934 and payable May 1, 1935.

This deed is given and accepted upon the following express covenants and restrictions which are now or hereafter to be read by all persons interested therein, viz: that no buildings shall be erected or maintained upon said premises except one-family dwelling house not more than one-story dwelling house shall not exceed three stories; and no dwelling house erected or maintained shall exceed 10,000 cubic feet; and no building shall be erected or maintained within four (4) feet of any compulsory line without the written consent of the adjoining land owner; no garages or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the property line of same or other buildings of a type known as a garage thereon or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt, soil or gravel shall be removed from said premises for the purpose of sale, except in buildings.

To have and to hold the above granted and bargain premises, with the privileges and appurtenances thereunto attached, and the said grantees shall and are hereby protected and forever secure in the possession thereof, and also the said grantors do for myself, my heirs, executors, and administrators, the same unless the said grantor of the premises, and assigns, against all claims and demands whatsoever, except as aforesaid.

And furthermore, I the said grantor do, by these presents, bind my heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 1st day of July, A.D. 1934.

Signed, sealed and delivered, in presence of:

E. Benjamin Lockwood [L. B.]

Harry Lee Dods
Charles W. Pettengill

STATE OF CONNECTICUT.

County of Fairfield.

This 21st day of July, 1934, personally appeared, E. BENJAMIN LOCKWOOD, of the Town of Greenwich, in said Fairfield County, who was known to me to be of the age of 70 years, and of sound mind, and who acknowledged the foregoing instrument to be his free act and deed before me.

Received for Record, July 21, 1934.

Charles W. Pettengill, Notary Public.
Exhibit C
BOOK 387 WARRANTEE DEED.

To all People to whom these Presents shall come, Greeting:

KNOW YE THAT I, MARGARET DODSON CLARK, of the Town of Old Lyme, County of New London and State of Connecticut

For the consideration of One ($1) Dollar and other good and valuable considerations, received to my full satisfaction of WARNEN P. ARISTROCH, of the Town of Greenwich, County of Fairfield and State of Connecticut

Be it grant, bargain, sell and convey unto the said WARNEN P. ARISTROCH

All that certain tract, piece or parcel of land, with the buildings and improvements thereof, situated at Old Greenwich in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot No. 39 on a certain map entitled "Title Map of the 6th Portion of Shore Acres Greenwich, South Parish, Conn., R. B. L. L. Lockwood" made by E. H. Bird & Co. Civil Engineers, Greenwich, Conn., Jan. 31, 1897 on file in the office of the Town Clerk of said Town of Greenwich, reference therein being had for a more particular description of said premises.

Together with all right, title and interest of the Grantor in and to the ten foot strip lying between said lot and the main high water mark on Greenwich Cove.

Together with all right, title and interest of the Grantor to that portion of Shore Acres Drive lying westerly of Byron Road as shown on said map between Lots 28 and 29 as shown on said map, subject to such rights as may exist therein.

Together with all right, title and interest of the Grantor in and to the highway Byron Road as shown on said map.

All easements, privileges and rights conveyed by the said Grantor by E. B. Lockwood by Warranty Deed dated July 1, 1902 and recorded in the Greenwich Land Records in Book 304 at page 120, together with all the rights, privileges and benefits, but subject nevertheless to the restrictive covenants and agreements therein set forth or referred to.

Said premises are conveyed subject to:

1. Zoning and planning laws, rules and regulations as established and for the Town of Greenwich.

2. Second installment of the Town of Greenwich Tax on the List of July 1, 1902 due and payable in July, 1902, which the Grantee assumes and agrees to pay.

3. Mortgage from the Grantee to The Prudential Insurance Company of America originally in the amount of $3000.00 now reduced to $2000.00 dated March 4, 1899 and recorded in said Land Records in Book 300 at page 5, which mortgage the Grantee herein assumes and agrees to pay.

4. Tenancy of Edward Heischel.

So far as he held the above granted and bargained premises, with the privileges and appurtenances thereof unto him, the said grantor, his heirs and assigns forever to him and their own proper use and benefit, and also to the said grantor, do, for himself, his heirs, executors, administrators, and assigns concernant with said grantor, his heirs and assigns, that at and until the conveyance of these premises, I am well seized of the premises, as a good holden and seizable estate in fee simple; and have good right to bargain and sell the same in manner and form as in above written; and that the same is free from all incumbrances whatsoever, except as above mentioned.

And furthermore, the said grantor do, by these presents, bind myself and my heirs and assigns to warrant and defend the above granted and bargained premises to him, the said grantor, his heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto cause to be set my hand and seal this 29th day of February, in the year of our Lord, one thousand nine hundred and forty-three.

Seal, mark and seal hereunto, in presence of

PHEBE F. NICKERSON
William C. Strong

Margaret Dodson Clark (L.B.)

STATE OF CONNECTICUT,
COUNTY OF FAIRFIELD

I SS: GREENWICH

FEBRUARY 28, A.D., 1943

Personally appeared, MARGARET DODSON CLARK,
Signer and Sealer

of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Recorded for Record, Mar. 1, 1943

William C. Strong, Notary Public.
Exhibit D
BOOK 406 MISCELLANEOUS

ment, proof of affidavit, a NOTARY PUBLIC, duly commissioned and sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and vary believe the signature to the attached certificates is his genuine signature.

And I do further certify that the impression of the seal of such NOTARY PUBLIC is not required by the laws of this State to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of

Sep 17 1946 A.D., 19

Russell C. Gates, Clerk

Received for Record Sept. 17, 1946 at 11:30 A.M. and recorded by

Town Clerk

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, That I, WARREN F. ANTHONY, of the Town of Greenwich, County of Fairfield and State of Connecticut,

for the consideration of One ($1.00) Dollar and other good and valuable considerations received to my full satisfaction of WILLIAM G. HINCHOW of Westport, Connecticut, do give, grant, bargain and convey unto the said WILLIAM G. HINCHOW

all that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated in said Town of Greenwich, known as lot No. 79 on a certain map entitled "Revised Map of the 2nd Portion of Shore Acres, Greenwich, Sound Beach, Conn., H. Banaj. Lockwood" made by S. E. Minor & Co., Civil Engineers, Greenwich, Conn. Jan. 31, 1927, on file in the office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said premises, said map being numbered 1104, and bounded and described as follows:

Commencing at a point on the Easterly side of Byron Road, formerly known as Byron Road,

formed by the intersection of the division line between the premises hereby conveyed and land

now or formerly of Margaret W. Miller shown as Lot No. 30 on the above entitled map and

running thence along land now or formerly of said Margaret W. Miller South 89° 48' East 95.36

feet to a point of way 10 feet in width, thence along said right of way North 7° 38' West 64.0

feet to the Southerly side of Shore Acres Drive, formerly known as Ridgebrook Road, thence

along the Southerly side of Shore Acres Drive North 89° 48' East 119.40 feet to the Easterly

side of said Byron Road, formerly known as Byron Road, thence along the Easterly side of said

road South 89° 26' West 70.67 feet to the point or place of beginning.

Said premises are bounded Northerly by Shore Acres Drive, formerly known as Ridgebrook Road,

Easterly by Byron Road, formerly known as Byron Road, Southerly by Lot No. 30 as shown on

the above entitled map, being land now or formerly of Margaret W. Miller and Easterly by a

right of way 10 feet in width.

Together with all right, title and interest of the Grantor in and to said Shore Acres Drive,

formerly known as Ridgebrook Road, Byron Road, formerly known as Byron Road and to said 10

foot right of way adjoining said premises.

Being the same premises conveyed to the Grantor by Margaret Dodson Clark by Warranty Deed

dated February 26, 1943, and recorded in the Greenwich Land Records in Book 340 at page 77, together

with all the rights and privileges, but subject, nevertheless, to the restrictive covenants, agreements and provisions therein set forth or referred to.
BOOK 404 MISCELLANEOUS

Said premises are conveyed subject to the following:

1. Zoning and planning laws, rules and regulations as established in and for the Town of
Greenwich.

2. Town of Greenwich Tax on the list of June 1, 1945, due and payable in January and July,
1946.

3. Dunn Beach Sewer Maintenance Tax on the list of June 1, 1945, due and payable in May,
1946.

4. Restrictive covenants and agreements contained in the following deeds:
   (A) Warranty Deed from Henry G. Ridebook, Louise Marks and Arthur J. Ridebook to W. Benj.
Lockwood, dated September 11, 1926, and recorded in said land records in Book 109 at page 208.
   (B) Executor's Deed from Benjamin H. Stern and Samuel S. Lindeman, as Executors of the Last
Will and Testament of Grace R. Lindeman to E. Benjamin Lockwood dated August 10, 1922, and
recorded in said land records in Book 108 at page 204.
   (C) Warranty Deed from E. Benjamin Lockwood to The Charlestown Realty Company, Inc. dated
July 20, 1923, and recorded in said land records in Book 219 at page 428.
   (D) Warranty Deed from E. Benjamin Lockwood to Margaret Dotson Clark dated July 21, 1924,
and recorded in said land records in Book 204 at page 100.

5. Grant from -more Acres, Inc. to The Connecticut Light and Power Company dated March 19,
1924, and recorded in said land records in Book 206 at page 396.

6. Grant of water main from C. Benjamin Lockwood to The Greenwich Water Company dated
February 20, 1927 and recorded in said land records in Book 200 at page 146.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof
unto him, the said grantees, their heirs, and assigns forever, to him and their heirs and assigns.

AND ALSO, I, the said grantor, do for myself and my heirs, executors, administrators, and
assigns, covenant with the said grantees, their heirs and assigns, that at and until the
sealing of these presents, I am well pleased of the premises, as a good indestructible estate
in FEES SIMPLE; and have good right to convey and sell the same in manner and form as is
above written; and that the same is free from all incumbrances whatsoever, except as above
mentioned.

AND FURTHERMORE, I, the said grantor, do by these presents bind myself and my heirs and as-
signs forever to WARRANT AND DEFEND the above granted and bargained premises to him, the
said grantees, their heirs and assigns, against all claims and demands whatsoever, except as
above mentioned.

IN WITNESS WHEREOF, I have hereunto caused to be set my hand and seal this 20th day of
August, in the year of our Lord nineteen hundred and forty-five.

Signed, Sealed and Delivered

in presence of:

Antoinette Pasquill

William C. Strong

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

22, GREENWICH

AUGUST 20, A.D. 1945

Personally appeared WARRIN P. ARMSTRONG, Signer and Sealer of the foregoing Instrument, and
acknowledged the above deed to be presented before me.

[signature]

William C. Strong, Notary Public

Received for Record Sept. 17, 1945 at 18:31 P.M. and recorded by-

[signature]

William C. Strong, Town Clerk

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING!

KNOW YE, THAT WE, ADAM SWEENEY and MABEL SWEENEY, of the Town of Greenwich, County of Fair-
Exhibit E
Dated, August 16th, 1949
In presence of
Herbert J. Kaiser
---

STATE OF NEW YORK
COUNTY OF KINGS

On this 16th day of August, in the year nineteen hundred and forty-nine before me personally came HERBERT J. KAISER to me known to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

County Clerk's certificate of authority of officer taking acknowledgment as attached to original instrument.

Received for Record Aug. 26, 1949 at 10:10 A.M. and recorded by:

\(\text{New York}\)

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, That I, WILLIAM B. WINSLOW, of the Town of Greenwich, County of Fairfield and State of Connecticut

For the consideration of One ($1.00) Dollar, and other good and valuable considerations received to my full satisfaction of MARGARET EDGE NIGHTINGALE, of the City of New Rochelle, County of Westchester and State of New York,
do give, grant, bargain, sell and convey unto the said MARGARET EDGE NIGHTINGALE

ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 50 on a certain map entitled "Revised Map of the 2nd Portion of Shore Acres, Greenwich, Sound Beach, Conn., E. Danj. Lockwood" made by E. Danj. Lockwood of Civil Engineers, Greenwich, Conn. Jan. 31, 1927, on file in the office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said premises, said map being numbered 1154, and bounded and described as follows:

COMMENCING at a point on the Westerly side of Byron Road, formerly known as Byron Road, formed by the intersection of the division line between the premises herein described and land now or formerly of Margaret H. Miller shown as Lot No. 50 on the above entitled map and running thence along land now or formerly of said Margaret H. Miller South 88° 10' West 95.56 feet to a right of way 10 feet in width, thence along said right of way North 7° 58' West 61.0 feet to the Southerly side of Shore Acre Drive, formerly known as Sidebook Road, thence along the Southerly side of Shore Acre Drive North 80° 40' East 118.40 feet to the Westerly side of said Byron Road, formerly known as Byron Road, thence along the Westerly side of said road South 58° 26' West 70.67 feet to the point or place of beginning.

SAID premises are bounded Northerly by Shore Acre Drive, formerly known as Sidebook Road, Easterly by Byron Road, formerly known as Byron Road, Southerly by Lot No. 50 as shown on the above entitled map, being land now or formerly of Margaret H. Miller and Wasterly by a right of way 10 feet in width.

TOGETHER with all right, title and interest of the grantor in and to the ten foot strip lying between said Lot and the mean high water mark on Greenwich Cove,

TOGETHER with all right, title and interest of the grantor in and to that portion of Shore Acre Drive lying Easterly of Byron Road, formerly known as Byron Road, as shown on said map between lots 28 and 29 as shown on said map, subject to such rights as may exist therein.

TOGETHER with all right, title and interest of the grantor in and to the highway Byron Road, formerly known as Byron Road as shown on said map.

TOGETHER with any right, title or interest of the grantor in and to any gaves, strips of
BOOK 443 MISCELLANEOUS

land or right of way or lands adjoining said premises.

BETWEEN the same premises conveyed to the grantor by Warren P. Armstrong by deed dated August 25, 1913 and recorded in the Greenwich Land Records in Book 404 at Page 74.

SAID premises are conveyed subject to the following:
1. Zoning and planning laws, rules and regulations as established in and for the Town of Greenwich.
4. Restrictive covenants and agreements contained in the following deeds:
   (a) Warranty Deed from Henry O. Riddle, Louise Karas and Arthur J. Riddle to R. Benjamin Lockwood, dated September 11, 1922 and recorded in said Land Records in Book 192 at Page 232.
   (b) Executors' Deed from Benjamin E. Stern and Samuel G. Lindeman as Executors of the Last Will and Testament of Grace F. Lindeman to E. Benjamin Lockwood dated August 15, 1922, and recorded in said Land Records in Book 192 at Page 234.
   (c) Warranty Deed from E. Benjamin Lockwood to The Charlemagne Realty Company, Inc. dated July 20, 1922, and recorded in said Land Records in Book 319 at Page 430.
   (d) Warranty Deed from E. Benjamin Lockwood to Margaret Dods Clark dated July 21, 1934, and recorded in said Land Records in Book 324 at Page 130.
   (e) Grant from Shore Acres, Inc. to The Connecticut Light and Power Company dated March 13, 1922, and recorded in said Land Records in Book 236 at Page 336.
   (f) Grant of water mains from E. Benjamin Lockwood to The Greenwich Water Company dated February 26, 1927 and recorded in said Land Records in Book 333 at Page 140.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto her, the said grantee, her heirs, and assigns forever, to her and their own proper use and behoof.

AND ALSO, I the said grantor do for myself, my heirs, executors, administrators and assigns covenant with the said grantee, her heirs and assigns, that at and until the enrolling of these premises, I am well seized of the premises, as a good and indefeasible estate in Fee Simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all insurances whatsoever, except as hereinafter mentioned.

AND PURSUANT, I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to her the said grantee, her heirs and assigns, against all claims and demands whatsoever, except as hereinafter mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of August, in the year of our Lord nineteen hundred and forty-nine,

Signed, Sealed and Delivered

in presence of

Jack Macklay Courage

Frank J. Coyle

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

August 26th A.D. 1949

Personally Appeared WILLIAM O. WINSLOW, Signature and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

I hereby certify that the United States Federal Revenue Stamp in the amount of $2 & 50/100 were affixed to the foregoing Instrument, and was duly

Received for record Aug. 26, 1949 at 11:45 A.M. and recorded by-
QUITCLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT

TREVOR NIGHTINGALE and FRANCINE R.
NIGHTINGALE, of 17 Bryon Road, Old Greenwich,
CT 06870, Releasors,

for the consideration of Ten Dollars ($10.00) and other value
received to our full satisfaction of

TREVOR NIGHTINGALE and FRANCINE R.
NIGHTINGALE, of 17 Bryon Road, Old Greenwich,
CT 06870, Releasors,

do resign, release, and forever QUITCLAIM unto the said TREVOR
NIGHTINGALE and FRANCINE R. NIGHTINGALE, as tenants in common,
all the right, title, interest, claim and demand whatever as
we, the Releasors, have or ought to have in and to all that
certain piece, parcel or tract of land, with the buildings and
improvements thereon, situated in the Town of Old Greenwich,
County of Fairfield and State of Connecticut and more
particularly described in Schedule A attached hereto and made a
part hereof.

MEANING AND INTENDING to sever a joint tenancy with
rights of survivorship by and between the Releasors and create a
tenancy in common by and between the Releasors.

TO HAVE AND TO HOLD the premises, with all the
appurtenances thereof, unto the said Releasors, their heirs and
assigns forever, so that neither we, the Releasors, nor our heirs
nor any other person under us or them shall hereafter have any
claim, right or title in or to the premises, or any part thereof,
but therefrom and they are by these presents forever barred and
excluded.

IN WITNESS WHEREOF, we have hereunto set our hands and
sealed this 11th day of October, A.D., 1971.

Signed, Sealed and Delivered
in presence of

[Signatures]

[Signatures]
STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD  

On this 11th day of October 1971, before me, the undersigned officer, personally appeared TREVOR 
MIGHTINGALE and FRANCINE R. MIGHTINGALE, whose names are 
subscribed to the within instrument and acknowledged that they 
executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official 

[Signature]

Commissioner of the Superior Court

No  
Conveyance Tax Received  

[Signature]

town Clerk of Greenwich

No STATE  
Conveyance Tax Received  

[Signature]

town Clerk of Greenwich

AFTER RECORDING, 
RETURN TO: 
Blair & Parks 
P.O. Box 1214 
Stamford, CT 06904-1214
Schedule A

ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 27 on a certain map entitled "Revised Map of the 2nd Portion of Shore Acres, Greenwich, Sound Beach, Conn.," by T. J. Beach, Civil Engineer, Greenwich, Conn., on file in the Office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said premises, said map being numbered 1134, and bounded and described as follows:

CONCERNING as a point on the Westernly side of Byron Road, formerly known as Byron Road, formed by the intersection of the division line between the premises herein described and land now or formerly of Hans L. Farnan described and bounded thereon along land now or formerly of said Farnan South 89° 15' West 59.56 feet to a right of way 10 feet in width, thence along said right of way North 7° 50' 13" West 85.09 feet to the Southerly side of a 50-foot strip of land formerly known as Shore Acres Drive, formerly known as Rideock Road, thence along the Southerly side of said 50-foot strip of land North 85° 40' East 112.76 feet to the Westernly side of said Byron Road, formerly known as Byron Road, thence along the Westernly side of said road South 6° 24' West 70.67 feet to the point or place of beginning.

Said premises are bounded on the Westernly by a 50-foot strip of land formerly known as Shore Acres Drive, formerly known as Rideock Road, Easternly by Byron Road, formerly known as Byron Road, Southerly by Lot No. 29 as shown on the above entitled map, being land now or formerly of Hans L. Farnan and Westernly by a right of way 10 feet in width.

TOGETHER with all right, title and interest of the grantor in and to the 10-foot strip lying between said lot and the mean high water mark on Greenwich Cove.

TOGETHER with all right, title and interest of the grantor in and to that portion formerly of Shore Acres Drive lying Westernly of Byron Road, formerly known as Byron Road, as shown on said map between lots 28 and 29, as shown on said map, subject to such rights as may exist therein.

Received for Record OCT 25 1999 at 10h 55m A M, and recorded by Town Clerk.
Exhibit F
To all People to Whom these Presents shall Come, Greeting:

Know Ye, That HAMISH R. KITCHINER, of the Town of Greenwich, County of Fairfield and State of Connecticut

... for the consideration of TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS... and an undivided one-third interest and in consideration of love and affection, as a token of gift, for an undivided two-thirds interest on the part of the grantee of the premises abovenamed, of 17 Byron Road, Old Greenwich, Connecticut.

Granted, to the said 'Grantee' to include the principal and the use of the residential garden to his use, and grant, bargain, sell and convey unto the said Grantor...

... All that certain piece, piece or parcel of land with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 28, as shown on a certain map entitled 'Detailed map of the 2nd Farmers of Greenwich, South Branch, Conn.'... made by J. T. Nichols & Co., Civil Engineer; Greenwich, Conn. Jan. 31, 1973, on file in the Office of the Town Clerk of said Town of Greenwich; the same being now owned by the said Grantee being for a more particular description of said premises, said map being numbered 135, and

... bounded and described as follows:

EASTWARD at a point on the westerly side of Byron Road, formerly known as Byron Road, formed by the intersection of the division line between the premises herein described and land now or formerly known as farm land; therefrom along the easterly side of the same road for a distance of 55.91 feet to a point on the easterly side of the same road; thence along the easterly side of the same road for a distance of 100 feet to a point.

... the same being now owned by the said Grantee,

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.

... for the greater part, lying between said lot and the main high water mark on Greenwich Creek.
TOGETHER with all right, title and interest of the grantor in and to the highway Byron Road, formerly known as Byron Road as shown on said map:

TOGETHER with any right, title or interest of the grantor in and to any sewer, strips of land or right of way or lands adjoining said premises.

BRINGING the same premises conveyed to the grantor by William G. Winthrop by deed dated August 23, 1949 and recorded in the Greenwich Land Records in Book 443 at Page 40.

SAID premises are conveyed subject to the following:

1. Any restrictions or limitations imposed or to be imposed by governmental authority, including, but not limited to, the zoning and planning rules and regulations of the Town of Greenwich.

2. Town of Greenwich Taxes for the years ending in July, 1991 and January, 1992, which the Grantees herein assumes and agrees to pay.

3. Restrictive covenants and agreements contained in the following deeds:

(a) Warrantee Deed from Henry G. Bidwell, Louis Marks and Arthur S. Tidaback to E. Benjamin Lockwood, dated September 11, 1922 and recorded in said Land Records in book 192 at page 332.

(b) Warrantee Deed from Benjamin H. Stern and Samuel B. Liebman, as Executors of the Last Will and Testament of Grace H. Linneman to E. Benjamin Lockwood dated August 10, 1932, and recorded in said Land Records in Book 219 at Page 235.

(c) Warrantee Deed from E. Benjamin Lockwood to The Charlestone Realty Company, Inc. dated July 28, 1925, and recorded in said Land Records in Book 219 at Page 246.

(d) Warrantee Deed from E. Benjamin Lockwood to Margaret Dodge Clark dated July 22, 1934, and recorded in said Land Records in Book 204 at Page 130.

(e) Grant from Above Owners, etc., to the Connecticut Light and Power Company dated March 15, 1924, and recorded in said Land Records in Book 205 at Page 338.

(f) Grant of water mains from E. Benjamin Lockwood to The Greenwich Water Company dated February 28, 1927 and recorded in said Land Records in Book 230 at Page 145.

We have and do bind the above granted and bargained premises, with the privileges and appurtenances thereunto, unto him, the said Grantee, his heirs, and assigns forever.
And also, to the said R. G. Myly, myself and my heirs... I the said R. G. Myly, myself and my heirs forever to warrant and defend the above premises and... the said witness will deliver the premises... and demands whatsoever, except as aforesaid.

In witness whereof, I have hereunto set my hand and seal this 25th day of June, 1991.

Signed, Sealed and Delivered in the Presence of:

[Signatures]

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

MARGARET EDGE NIGHTINGALE, witness and maker of this acknowledgment, do, on the day and hour above mentioned, make and subscribe her name to the same, as aforesaid.

[Seal]

OFFICE OF THE COMMISSIONER OF THE SUPERIOR COURT

JUL 1 1991

Received for Record 10:45 A.M. and recorded by

[Seal]
Know all Men by these Presents, That

TREVOR NIGHTMARE

and

FRANCIS E. NIGHTMARE

of 10 Bryson Road, Old Greenwich, Connecticut

Do hereby sell, convey, and transfer to the

RELEASOR

for the consideration of One Dollar ($1.00) and other valuable consideration

for the RELEASOR

TREVOR NIGHTMARE and FRANCIS E. NIGHTMARE, and their successors in interest and assigns, for the use and benefit of the RELEASOR

RELEASOR

heretofore known as

TREVOR NIGHTMARE

and

FRANCIS E. NIGHTMARE

RELEASOR

TO HAVE AND TO HOLD the premises, with all appurtenances, into the said RELEASOR, successors in interest and assigns, to the use and benefit of the RELEASOR for the term of years hereinafter mentioned, forever

RELEASOR

in Witness Whereof, I have hereunto set my hand and seal this day of

August 7, 1987

TREVOR NIGHTMARE

FRANCIS E. NIGHTMARE

COUNTY OF FAIRFIELD

State of Connecticut

Personally appeared

TREVOR NIGHTMARE

the within instrument, who acknowledged the same to be his free and voluntary act and deed,

before me.

J. F. MEYER

Notary Public in and for the State of Connecticut

August 7, 1987

TREVOR NIGHTMARE

FRANCIS E. NIGHTMARE

TOWN OF FAIRFIELD

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Said Town of Fairfield, having been summoned to the Grand Jury of Fairfield County, Connecticut, and having appeared and been sworn, by the honor of the said County Court, and having been duly heard and questioned, I do certify that the said TREVOR NIGHTMARE and FRANCIS E. NIGHTMARE are the persons herebefore described and that the said instrument is the true and genuine record and copy of the same, and that I have executed the same as a Notary Public in and for the State of Connecticut, in accordance with the law thereof.

J. F. MEYER

Notary Public in and for the State of Connecticut

August 7, 1987
Schedule A

ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 28 on a certain map entitled "Revised Map of the 2nd Portion of Shore Acres," Greenwich, Town Beach, Conn., B. Shaw, Lockwood, made by B. E. Black & Co., Civil Engineers, Greenwich, Conn., Jan. 31, 1932, as filed in the office of the Town Clerk of said Town of Greenwich, referred to and being described for a said particular description of said premises, said map being numbered 1541, and bounded and described as follows:

COMMENCING at a point on the westerly line of Byron Road, formerly known as Byron Road, thence by the intersection of the division line between the premises herein described and land now or formerly of Anna L. Keranen shown as Lot No. 28 on the above mentioned map and running thence along said land now or formerly of said Keranen North 62° 30' West 25.46 feet to a right of way 80 feet in width, thence along right of way North 74° 16' East 64.5 feet to the southerly side of a 50-foot strip of land formerly known as Shore Acres Drive, formerly known as Middlesex Road, thence along the southerly side of said 50-foot strip of land North 85° 45' East 172.48 feet to the westerly side of said Byron Road, formerly known as Byron Road, thence along the westerly side of said 64.5 feet to the point or place of beginning;

Said premises are bounded northerly by a 50-foot strip of land formerly known as Shore Acres Drive, formerly known as Middlesex Road, thence by Byron Road, formerly known as Byron Road, southerly by Lot No. 20 as shown on the above mentioned map, thence along land now or formerly of Anna L. Keranen and westerly by a right of way 10 feet in width.

TOGETHER WITH all right, title and interest of the grantees in and to the 10-foot strip lying between said lot and the street high water mark on Greenwich Cove.

TOGETHER WITH all right, title and interest of the grantees in and to that portion formerly of Shore Acres Drive lying westerly of Byron Road, formerly known as Byron Road, as shown on said map between lots 29 and 28 as shown on said map, subject to such rights as may exist thereto.

TOGETHER WITH all right, title and interest of the grantees in and to the highway Byron Road, formerly known as Byron Road as shown on said map.

TRANSMITTED with any right, title or interest of the grantees in and to anyiques, strips of land or right of way or lands adjoining said premises.

BEING the same premises conveyed to the saideesors by Margaret Edgeúight as shown on a certain deed dated July 24, 1921 and recorded in the Greenwich Land Records in Book at Page

Said premises are conveyed subject to the following:
1. Any restrictions or limitations imposed or to be imposed by governmental authority, including, but not limited to, the zoning and planning rules and regulations of the Town of Greenwich.

2. Term of Greenwich Taxes payable hereafter.

3. Restrictive covenants and agreements contained in the following deeds:
   (a) Warranty Deed from Henry G. Hinsdale, Last of Mark and Arthur E. Hinsdale to J. Benjamin Lockwood, dated September 11, 1922, and recorded in said Land Records in Book 192 at page 232.
   (b) Executors' Deed from Benjamin H. Stein and Samuel G. Minnihan, as Executors of the Last Will and Testament of Grace H. Minnihan to J. Benjamin Lockwood dated August 10, 1922, and recorded in said Land Records in Book 192 at page 234.
   (c) Warranty Deed from J. Benjamin Lockwood to The Connecticut Realty Company, Inc., dated July 25, 1924, and recorded in said Land Records in Book 219 at page 436.
   (d) Warranty Deed from J. Benjamin Lockwood to Margaret N'Dune Clark, dated July 25, 1924, and recorded in said Land Records in Book 219 at page 120.


Received for Record (Signature)
Exhibit 4
December 8, 2008

Mr. James F. Maloney
Zoning Enforcement Officer
Town of Greenwich
101 Field Point Road
Greenwich, CT

Re: Christopher Iannaccone: 15 Bryon Road, Old Greenwich

Dear Jim:

We represent Christopher Iannaccone in connection with the renovation of his home at 15 Bryon Road, Old Greenwich. This letter is to confirm a conversation we had a few weeks ago pertaining to the setbacks applicable to this property.

As we discussed, this property is adjacent to a vacant parcel of land owned by Mr. and Mrs. Nightingale, which lies to the south of the Iannaccone parcel. The Nightingales also own 17 Bryon Road, adjacent to the vacant parcel. The vacant parcel at one time appeared on a subdivision map entitled "Map of Shore Acres at Greenwich, Sound Beach Connecticut" dated November 8, 1922, filed in the Greenwich Land Records as Map #845, as the end of Ridabock Road (now Shore Acre Road). In 1924, the then owner of the property shown on the Map, Benjamin Lockwood, conveyed all the roads appearing on the Map to the Town of Greenwich, excluding the land which is now the vacant lot owned by Nightingale. Subsequently, the vacant lot was conveyed to predecessors of the owners of 17 Bryon Road and since that time, the vacant lot has been conveyed with 17 Bryon Road. For your convenience I am attaching copies of the original subdivision Map and the current aerial photo.

Currently, although the vacant land is encumbered by an easement granted to a neighbor to use the dock and for access to the water, the land is not used as a road. Actual access to the dock is restricted by posts which narrow the accessway to a width not fit for automobiles.

Please confirm our conversation in which you stated that the normal setbacks will apply to the Iannaccone lot, not the setbacks pertaining to corner lots by signing a copy of this letter.

Sincerely,

[Signature]

[Name]
and returning an original to the undersigned.

Thank you for your help on this matter.

Very truly yours,

Melissa T. Klauberg

Agreed to this 7th day of December, 2008

James Maloney, Zoning Enforcement Officer
Exhibit 5
Exhibit 6
Know all Men by these Presents, That E. BENJAMIN LOCKWOOD, of Town of Greenwich, County of Fairfield, State of Connecticut,

for the consideration of One (1) Dollar and other valuable considerations, received to my full satisfaction of ROBERT B. LOCKWOOD of Old Greenwich, Town of Greenwich, Fairfield County, State of Connecticut, known and designated as lot numbered Nine (9) and a certain portion of lot Nine A (9A) on a certain map entitled, "Revised Map of Portion of Shore Acres, Inc." now owned by E. Benjamin Lockwood, on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot. All of lot Nine A (9A) except a certain portion of Thirty (30) feet on northeast corner of said lot facing Shore Acres Drive running southeast to the easterly point of the dividing line between lots Fifty-three and fifty-four; said portion being devoted to Rose Hilton.

It is further agreed that the said lot or lots shall be graded similarly to the lots adjacent; also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 2½ x 2½ feet, this runs with the restrictions.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore or Shore Acres, from Shore Acres Drive to Meadow Road.

Said parcel or land above conveyed being subject to the zoning regulations of the Town of Greenwich, and said on condition that the releases pay for all sewer and town taxes that are now or hereafter assessed against said lots Nine (9) and Nine A (9A).

To have and to hold the premises, with all the appurtenances unto the said Releases his heirs and assigns forever, so that neither the said Releases nor my heirs, nor any person under me or them, shall hereafter have any claim, right, or title in or to the premises, or any part thereof, but these from I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 10th day of May, A.D., 1932.

Signed, sealed and delivered, in presence of

Dorothea P. Rossbottum
E. Benjamin Lockwood
A. B. Stanton

Seal

STATE OF CONNECTICUT,
FAIRFIELD COUNTY, SS.,

Personally appeared, E. BENJAMIN LOCKWOOD,
Signer and Sealer
of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Received for Record, May 19, 1932, at 2:30 P.M. and recorded by (Notary Seal)
A. B. Stanton,
Notary Public.
KNOW ALL MEN BY THESE PRESENTS, THAT R. BENJAMIN LOCKWOOD, OF OLD GREENWICH, TOWN OF GREENWICH, COUNTY OF FAIRFIELD, STATE OF CONNECTICUT,

for the consideration of One (1) Dollar and other valuable considerations, received to my full satisfaction of ROSE MILTON of Old Greenwich, Town of Greenwich, County of Fairfield, State of Connecticut,

do by these Presents, release, and forever Quit Claim unto the said ROSE MILTON, all right, title, interest, claim, and demand, whatever, which I the said Lessee have or ought to have in or to All that certain tract of land situated in Old Greenwich, formerly Sound Beach, Town of Greenwich, Fairfield County, State of Connecticut, known and designated as lot numbered Fifty-Four (54) and Thirty (30) feet of west portion of Lot #9 A facing Shore Acres Drive, said portion beginning on Shore Acres Drive Thirty (30) feet westerly from lot number Nine (9) to the Northeast corner of lot number Fifty-three (53) on a certain map entitled "Revised Map of Portion of Shore Acres, Inc. now owned by R. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot and west portion of lot #9A as described above.

It is further agreed that said lot or lots shall be graded similar to the lots adjacent also, when a sign is being placed on the property, either for sale or for rent, or any other purpose whatever, the size can not be larger than 24 x 25 feet, this runs with the restrictions.

IN COGNIZANCE OF RIGHTS TO USE, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

Said parcel of land above conveyed being subject to the zoning regulations of the Town of Greenwich, and sold on condition that the releases pay for all sewer and town taxes that are now or hereafter assessed against said lot number Fifty-Four and west portion of #9A,

TO HAVE AND TO HOLD the premises, with all the appurtenances unto the said Lessee her heirs and assigns forever, so that neither I the said Lessee nor my heirs, nor any person under me or them, shall hereafter have any claim, right, or title in or to the premises, or any part thereof, but therefrom I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of November, A.D. 1931.

[Signature]

E. Benjamin Lockwood (Seal)

Rose Milton

Robert B. Lockwood

STATE OF CONNECTICUT
FAIRFIELD COUNTY
OLD GREENWICH, TOWN OF GREENWICH, NOVEMBER 9TH, A.D. 1931.

Personally appeared, R. BENJAMIN LOCKWOOD,

Signer and Sealer

of the foregoing instrument, and acknowledged the same to be free and clear before me.

[Seal]

A. B. Stanton

Notary Public

for Fairfield County.
WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Adrian G. W. Duffy, acting herein by Tom S. Ward, Jr., his attorney-in-fact, and Aoife M. Miller, acting herein by Tom S. Ward, Jr., her attorney-in-fact, both of Ashley, Adelaide Road, Glenageary, County Dublin, Ireland, for consideration of THREE MILLION FIFTY ONE THOUSAND EIGHT HUNDRED EIGHTY & 00/100 DOLLARS ($3,051,880.00), grant to Adam Vos and Kelly Vos both of 9 Shore Acre Drive, Old Greenwich, CT 06870 as joint tenants with rights of survivorship with warranty covenants all that certain real property known as 9 Shore Acre Drive, Old Greenwich, CT 06870, being more particularly described in Schedule A attached hereto and made a part hereof.

Said Premises are conveyed subject to.

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.

3. Such additional encumbrances, if any, as more particularly set forth in Schedule A attached hereto.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 23rd day of August, 2013.

Adrian G. W. Duffy, Grantor, acting herein by Tom S. Ward, Jr., his attorney-in-fact
Aoife M. Miller, Grantor, acting herein by Tom S. Ward, Jr., her attorney-in-fact

Signed, sealed and delivered in the presence of or attested by:

Witness:  
Witness:  

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD  

On this the 23rd day of August, 2013, personally appeared Tom S. Ward, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney-in-fact for Adrian G. W. Duffy and Aoife M. Miller and acknowledged that he executed the same as the act of his principals for the purposes therein contained.

Lorraine Van Lagen (notary public)
Notary Public of Connecticut  
My Commission Expires: 12/31/2018
ALL those certain tracts, pieces or parcels of land together with the buildings and improvements thereon situated in the Town of Greenwich, County of Fairfield and State of Connecticut, and more particularly described as follows:

TRACT 1

Known and designated as Lot No. 12 on map entitled "Revised Map No. 2 Shore Acres, Inc., owned by E Benjamin Lockwood and John F. Ryan" and now on file in the Office of the Town Clerk of said Town of Greenwich, and therein known as Number 906, and more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Shore Acre Drive, distant 280.56 feet westerly from the Westerly line of Sound Beach Avenue as measured along the northerly line of Shore Acre Drive, which point is formed by the intersection of the division line between the premises herein described and Lot No. 11 as shown on said map belonging now or formerly to Alice Moore Brennan with the northerly line of Shore Acre Drive and running thence along the northerly line of Shore Acre Drive on the circumference of a circular curve to the right on a radius of 307.86 feet, a distance of 28 feet, and thence still along the northerly side of Shore Acre Drive on the circumference of a circular curve to the left on a radius of 310.33 feet to Lot No. 13 shown on said map belonging now or formerly to Florence N. Murphy and running thence along said Lot No. 13 a distance of 136.12 feet to land now or formerly of Marjorie Stevens Houseman and running thence along land now or formerly of Marjorie Stevens Houseman, North 82° 15', East 60.11 feet to said Lot No. 11 and running thence along said Lot No. 11 a distance of 155.12 feet to the point or place of beginning.

The general boundaries of the above described tract of land are southerly by Shore Acre Drive, westerly by Lot No. 13 on said map belonging now or formerly to Florence N. Murphy, northerly by land now or formerly of Marjorie Stevens Houseman, and easterly by Lot No. 11 on said map belonging now or formerly to Alice Moore Brennan

TRACT 2

BEGINNING at the point formed by the intersection of the division line between land now or formerly of Alice Moore Brennan and land now or formerly of Frank Strazza and Elvina G. Strazza with the northerly line of Shore Acre Drive and running thence along land now or formerly of Frank Strazza and Elvina G. Strazza North 4° 12' West 154.46 feet, thence along land now or formerly of Quintard North 82° 15' East 30.06 feet, thence along land now or formerly of Burbank South 4° 12' East 160.95 feet to the northerly line of Shore Acre Drive, thence westerly along the northerly line of Shore Acre Drive 30.36 feet along the arc of circle curving to the right on a radius of 307.86 feet to the point of beginning.

The general boundaries of the above described tract of land are:

NORTHERLY: by land now or formerly of Quintard,
EASTERLY: by land now or formerly of Burbank,
SOUTHERLY: by Shore Acre Drive,
WESTERLY: by land now or formerly of Frank Strazza and Elvina G. Strazza

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acre Drive to Meadow Road.

Said premises are further conveyed subject to the following:

1. The Restrictive Covenants and Agreements contained in the following deeds.

   (a) Warranty Deed from Henry G. Ridabock, et al., to E. Benjamin Lockwood, dated September 11, 1922 and recorded in the Greenwich, CT Land Records in Book 192 at Page 232

   (b) Executors' Deed from Benjamin H. Stern and Samuel G. Lindeman Executors of the Last Will and Testament of Grace Ridabock Lindeman, deceased to E. Benjamin Lockwood, dated August 10, 1922 and recorded in the Greenwich, CT Land Records in Book 192 at Page 234
(c) Quit Claim Deed from E. Benjamin Lockwood to Alice Moore Brennan, dated July 14, 1930, and recorded in the Greenwich, CT Land Records in Book 274, at Page 308.


6. A Grant from E. Benjamin Lockwood to The Town of Greenwich dated June 8, 1927 and recorded in the Greenwich, CT Land Records in Book 240, at Page 276
BOOK 231 MISCELLANEOUS

STATE OF NEW YORK    COUNTY OF NEW YORK

March 12, 1926

Personally appeared MARGARETA MAYER LOWTHER and CLARA GREEK LOWTHER, individually
and as Executors aforesaid, two of the signers and sealers of the foregoing in-
strument, and acknowledged the same to be their free act and deed, individually
and as such Executors, before me.

(Notary Seal)

Mary Scalin, Notary Public

Notary Public N. Y. County No. 830 Reg.
No. 6685 Cert. filed in Bronx Co. No. 82
Reg. No. 26270 Commission expires
March 30, 1926.

STATE OF NEW YORK    COUNTY OF NEW YORK

March 12, 1926

Personally appeared GEORGE LOWTHER as Executor aforesaid, one of the signers
and sealers of the foregoing instrument, and acknowledged the same to be his
free act and deed as such Executor, before me.

(Notary Seal)

Mary Scalin, Notary Public

Notary Public N. Y. County No. 830 Reg.
No. 6685 Cert. filed in Bronx Co. No. 82
Reg. No. 26270 Commission expires
March 30, 1926.

State of New York    County of New York

March 12, 1926

No. 7182 Series B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the
Supreme Court for the said County, do hereby certify, that Mary Scalin whose name is subscribed to the de-
position or certificate of the proof or acknowledgment of the annexed instrument,
and thereon written, was, at the time of taking such deposition, or proof and
acknowledgment, a Notary Public in and for such County, duly commissioned and
sworn, and authorized by the laws of said State, to take depositions and to ad-
minister oaths to be used in any Court of said State and for general purposes;
and also to take acknowledgments and proofs of deeds, of conveyances for land,
tenements or hereditaments in said State of New York. And further, that I am
well acquainted with the handwriting of such Notary Public and verily believe
that the signature to said deposition or certificate of proof or acknowledgment
is genuine.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of the
said Court and County the 12 day of Mar. 1926.

(Seal)

William T. Collins, Clerk.

Received for record May 27, 1926 at 11:30 A.M. and recorded by-

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS

KNOW YE, THAT B. BENJAMIN LOCKWOOD, of Sound Beach, Town of Greenwich, State
of Connecticut, County of Fairfield

for the consideration of One ($1.00) Dollar

received to my full satisfaction of PARRY J. Murphy and Florence M. Murphy, hus-
band and wife of Sound Beach, Town of Greenwich, County of Fairfield and State
of Connecticut.

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM, unto the said PARRY Murphy and Flor-
lance M. Murphy, all that certain piece, parcel or tract of land, situated at Sound Beach, so called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot Numbered Thirteen (13) from "Revised Map #2 of Shore Acres, Incorporated, which is now owned by N. Benjamin Lockwood, now on file in the office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 2x4 ft., this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appur- tances thereunto and the said grantee, their heirs and assigns forever, to

and their own proper use and benefit. And also, the said grantor do for myself, my heirs, executors and administrators, covenant with said grantee their heirs and assigns, that at and until the ensnaring of these presents, I am well seized of the premises, as a good indefensible estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said grantee, their heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and binding upon the grantee, his heirs and assigns, for a period of twenty (20) years from the date hereof: said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on Shore Acres Dr., together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, N. BENJAMIN LOCKWOOD have hereunto set my hand and seal the

27th day of May
A. D. 1926.

Signed, Sealed and Delivered
in presence of
Dorothy F. Hessbottom
Harry C. Frost

N. Benjamin Lockwood  (L. S.)
Know ye, that I, Howard D. Ross, of the Town of Greenwich, County of Fairfield, and State of Connecticut,

for the consideration of One Thousand ($1,000) Dollars

received to my full satisfaction of The Greenwich Mortgage Company, Inc., a corporation organized and existing under and pursuant to the laws of the State of Connecticut, and located in said Town of Greenwich

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM, unto the said Greenwich Mortgage Company, Inc.,

All that certain lot of land, with the buildings thereon, situate in the Borough of Greenwich, in said Town of Greenwich, on the westerly side of the highway known as Milbank Avenue, and being known and designated as Lot No. 39 on a certain "Map of Daniel S. Mead Park", on file in the Town Clerk's office of said Town of Greenwich,

Bounded Northerly 179.60 feet by Havenseyr Place; Northerly 97.35 feet by Lot No. 40 on said map; Southerly 184.37 feet by Lot No. 38 on said map and Southerly 50 feet by the highway Milbank Avenue.

Together with all right, title and interest in and to said highways in front of and adjoining said described premises,

Together with the right to use a private road 11 feet in width in common with others to whom this right has been or may hereafter be conveyed, extending from Havenseyr Place to Milbank Avenue, and the Northerly 11 feet of said lot being also subject to and a portion of said 11 foot right of way.

Said premises are subject to prior mortgages aggregating $14,000.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof unto it, the said Grantee, its successors and assigns forever, to its and their own proper use and behoof,

AND ALSO I the said Grantor do for myself, my heirs, executors and administrators, covenant with the said Grantee, its heirs and assigns, that at and until the enealting of these presents, I am well seized of the premises, as a good indefeasible estate, in fee simple; and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERWISE, I the said Grantor do by these presents bind myself and my heirs forever to WARRANT AND HEOLUTION the above granted and bargained premises to it the said Grantee its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of May A.D. 1926.

The condition of this deed is such, that whereas the said Grantor is justly indebted to the said Grantee in the sum of One Thousand ($1,000) Dollars as evidenced by his promissory note for said sum, of even date herewith, payable to
WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Susan W. Callaghan of 900 South Duke Street, Durham, North Carolina 27707, for consideration of ONE MILLION SEVEN HUNDRED NINETY SEVEN THOUSAND & 00/100 DOLLARS ($1,797,000.00), grants to Michelle Cryer and Michael Stern both of 15 Shore Acre Drive, Old Greenwich, CT 06870 AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP with WARRANTY COVENANTS all that certain real property known as 15 Shore Acre Drive, Old Greenwich, CT 06870, being more particularly described in Schedule A attached hereto and made a part hereof.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.

3. Such additional encumbrances, if any, as more particularly set forth in Schedule A attached hereto.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this 5th day of August, 2010.

Susan W. Callaghan, Grantor

Signed, sealed and delivered in the presence of or attested by:

Witness

[Signature]

Witness

[Signature]

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Personally appeared Susan W. Callaghan, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained in the capacity therein stated, before me, on this 5th day of August, 2010.

[Signature]

Notary Public, State of Connecticut
My Commission Expires December 31, 2012

Town Clerk of Greenwich

Conveyance Tax Received

$13,970.00

Town Clerk of Greenwich

Conveyance Tax Received

$5,925.00

Town Clerk of Greenwich

Callaghan, Susan - Deed / Warranty - 1
SCHEDULE A

ALL THAT CERTAIN tract, piece or parcel of land, together with the buildings and improvements therein, situated, lying and being in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot No. 13 on a certain map entitled, "Revised Map No. 2 of Shore Acres, Incorporated, Owned by E. Benjamin Lockwood and John F. Ryan" on file in the Office of the Town Clerk of the said Town of Greenwich as Map No. 995. Said premises are further bounded and described as follows:

BEGINNING at a point in the northerly line of Shore Acre Drive, which point is 502.26 feet East of the East line of Byron Road as measured along said Shore Acre Drive and which point is formed by the intersection of the division line between the premises herein described and land now or formerly of William H. Denne, Jr., and Anne B. Denne with the northerly line of Shore Acre Drive and running thence along said land now or formerly of Denne, North 4° 12' West 119.34 feet to land now or formerly of Robert L. Braddock and Mary Braddock and running thence along land now or formerly of Braddock, North 82° 15' East 60.12 feet, to land now or formerly of Edward D. Candee and Anita J. Candee and running thence along said land now or formerly of Candee, South 4° 12' East 123.06 feet to the northerly line of Shore Acre Drive, South 85° 48' West 60 feet to the point or place of beginning.

Together with all right, title and interest which the Grantor may have in the right to use, in common with others, the waters of Long Island Sound in Greenwich Cove on the shore of Shore Acres from Shore Acre Drive to Meadow Road, including the easements, or rights appurtenant to the use of said premises in relation to boating, bathing, or fishing in the water of Long Island Sound in Greenwich Cove at the end of Shore Acre Drive.

Said premises are conveyed subject to the following:


5. Present effect, if any, of an agreement imposed on many lots of the aforesaid map substantially the same as contained in a Warranty Deed from E. Benjamin Lockwood to Mrs. Cornelia D. Peck, dated and recorded July 10, 1925 in Volume 219 at Page 126 of the Greenwich Land Records.


8. Such state of facts as an accurate survey or physical inspection of the premises might disclose.

Received for Record AUG 09 2010 at 2:44 P.M. Attest Town Clerk
SCHEDULE A

ALL that certain tract, piece or parcel of land, together with the buildings and improvements thereof, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot No. 15 on a certain map entitled "Revised Map No. 2 of Shore Acres, Incorporated, Owned by E. Benjamin Lockwood and John F. Ryan" on file in the office of the town clerk of the said Town of Greenwich as Map No. 906. Said premises are further bounded and described as follows:

BEGINNING at a point in the northerly line of Shore Acre Drive, which point is 502.26 feet East of the East line of Byron Road as measured along said Shore Acre Drive and which point is formed by the intersection of the division line between the premises herein described and land now or formerly of William H. Demo, Jr., and Annie B. Denice with the northerly line of Shore Acre Drive and running thence along said land now or formerly of Denice, North 4° 12' West 119.34 feet to land now or formerly of Robert L. Braddock and Mary Braddock and running thence along land now or formerly of Braddock, North 82° 15' East 60.12 feet, to land now or formerly of Edward J. Candee and Anita J. Candee and running thence along said land now or formerly of Candee, South 4° 12' East 123.06 feet to the northerly line of Shore Acre Drive, South 85° 48' West 60 feet to the point or place of beginning.


SCHEDULE B

Said premises are conveyed subject to:

1. Any restrictions or limitations imposed or to be imposed by governmental authority, and any and all provisions of any ordinance, municipal regulation, public or private law, inclusive of zoning, building, planning, inland wetlands and watercourses laws, rules and regulations as established for the Town of Greenwich.
2. Taxes of the Town of Greenwich as they become due and payable, which taxes the Purchaser herein assumes and agrees to pay as part of the consideration hereof.
3. Public improvement assessments or any unpaid installments thereof of interest thereon, becoming due and payable on and after the date of delivery of the deed hereunder.
7. Present effect, if any, of agreement imposed on many lots of the aforesaid map substantially the same as contained in a Warranty Deed from E. Benjamin Lockwood to Mrs. Cornelia D. Peck dated July 10, 1925, and recorded in the Greenwich Land Records in Book 219 at Page 126.
10. Grant from E. Benjamin Lockwood to The Town of Greenwich, recorded in the Greenwich Land Records on June 9, 1927, and recorded in Book 240 at Page 276.
11. Any other restrictions, agreements, easements and encumbrances of record.
Signed, Sealed and Delivered in presence of

Edith Meyer
Sylvester H. Hartung

THE DAVIS HOLDING CORPORATION (SEAL)
By Philip H. Nevel L.S.
President

TWIN CITY LUMBER AND SUPPLY CORPORATION (SEAL)
By Louis Herakovitz L.S.
President

State of New York
County of Westchester

Personally appeared THE DAVIS HOLDING CORPORATION, by Philip H. Nevel, its President, aforesaid, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

M. H. Sherwood, Notary Public.

July 6, 1926

STATE OF NEW YORK
COUNTY OF WESTCHESTER

Personally appeared TWIN CITY LUMBER AND SUPPLY CORPORATION by Louis Herakovitz its President aforesaid, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Mary E. Anderson, Notary Public
July 6, 1926

Received for record Jul. 7, 1926 at 3:15 P. M. and recorded by

Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT E. BENJAMIN LOCKWOOD of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield

For the consideration of One ($1.00) Dollar
received to my full satisfaction of EVELYN O. SHEALOR of 40 Chestnut St. Queens Village, Long Island, N. Y.

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM, unto the said EVELYN O. SHEALOR, all that certain piece, parcel or tract of land situated at Sound Beach, as called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot Hundred Seven and Five (75) from Revised Map #2 of Shore Acres, Incorporated, which is now owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purpose whatsoever, the size can not be larger than 2' wide, this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto her the said EVELYN O. SHEALOR, forever, to her and her heirs assigns, forever, and also the said Grantor do for himself, his heirs, executors and administrators, covenant with said EVELYN O. SHEALOR, her heirs and assigns, that at and until the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple and have good right to
bargain and sell the same, in manner and form as is above written, and that the
case is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs
and assigns forever to WARRANT AND DEFEND the above granted and bargained premises
for the said grantee her heirs and assigns against all claim and demands what-
soever.

This deed is delivered and accepted upon the following express covenants and re-
strictions, which are: to run with the land and be binding upon the Grantees, the
heirs and assigns, for a period of Twenty (20) years from the date hereof: Said
premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained
upon said premises except a one-family dwelling house, the first cost of which
shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house
shall face or front on Shore Ave Dr. together with usual outbuildings appurten-
ant to such a dwelling; no building shall be erected or maintained within ten (10)
feet of any boundary line without the written consent of the adjoining land owner;
any garage or any other building whatsoever built or maintained on said premises
shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow or only one story in height shall be built
or maintained on said premises; no hedge or fence shall be maintained or built
over four (4) feet in height on any of the boundaries of said premises; and no
dirt or soil gravel shall be removed from said premises for the purpose of sale
or for any purpose whatsoever, except as necessary in the building and erection
of buildings on said premises.

IN WITNESS WHEREOF, H. BENJAMIN LOCKWOOD have hereunto set his hand and seal the
2nd day of July A. D. 1926.

Signed, Sealed and Delivered

in presence of

Gertrude T. Fox
Dorothea F. Housebottom

State of Connecticut
County of Fairfield

Personally appeared H. BENJAMIN LOCKWOOD signer and sealer of the foregoing instru-
ment and acknowledged the same to be his free act and deed, before me.

(Notary Seal)

Received for record Jul. 8, 1926 at 8:00 A. M. and recorded by-

Town Clerk.

KNOW ALL MEN BY THESE PRESENTS, THAT I, SAM MELZER, of the Village of Fort Che-
ter, Town of Rye, County of Westchester and State of New York, do hereby release
and discharge a certain mortgage from John Marce and Minnie Marce, his wife, of
Bank Avenue, in the Town of Greenwich, County of Fairfield and State of Conno-
ticut, to secure the payment of the principal sum of TWENTY-FOUR HUNDRED ($2400)
Dollars with interest, dated the 8th day of July, 1922, and recorded in the Green-
wich Land Records of the Town of Greenwich, Connecticut, in Book 192 page 367 on
July 8th, 1922.

IF WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of July, 1926

Witnesses:

Samuel LaRosa
Sara F. Gigliano

Sam Meltzer
there be any default in the payment of said interest or taxes for thirty (30) days after the same may become due and payable, the whole principal sum secured by said note and this mortgage shall, at the option of the holder become immediately due.

It is agreed that all buildings on said premises shall be insured in a reasonable amount, loss payable to said mortgagee as her interest may appear.

NOW THEREFORE, if said note shall be well and truly paid according to its tenor then this Deed shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 15th day of July A. D. 1926.

Signed, sealed and Delivered
in the presence of

Alice J. O'Neill
Geo. O. McAll

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

July 15, A. D. 1926.

Personally appeared MARTIN LARSEN and CAROLINE LARSEN signers and sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed, before me.

Alice J. O'Neill, Notary Public.

Received for record Jul. 14, 1926 at 3:40 P. M. and recorded by:

Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS!

KNOW YE, THAT R. BENJAMIN LOCKWOOD of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut

for the consideration of One ($1.00) Dollar

received to my full satisfaction of DAVID WOODHOUSE & ELLEN WOODHOUSE, husband and wife, both of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said DAVID WOODHOUSE & ELLEN WOODHOUSE, all that certain piece, parcel or tract of land situated at Sound Beach, as called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot Numbered Seventy-four (74) from "Revised Map #2 of Shore Acres, Incorporated", which is now owned by R. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 20 x 20 feet, this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto them the said grantees their heirs and assigns forever, to them and their own proper use and behoof. And also I, the said grantor do for
myself, my heirs, executors and administrators covenant with the said grantee their heirs and assigns, that at and until the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever. 

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT A"D DEFEND the above granted and bargained premises to the said grantee their heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantee, his heirs and assigns, for a period of Twenty (20) years from the date hereof: Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on Shore Road, together with usual outbuildings appertaining to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as a summer Bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt and or gravel shall be removed from said premises for the purposes of sale or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, N. BENJAMIN LOCKWOOD have hereunto set my hand and seal the 2nd day of July A. D. 1926.

SIGNED, SEALED AND DELIVERED

in presence of

Gertrude T. Fox
Dorothy H. Rosenbottom

State of Connecticut County of Fairfield

Sound Beach July 2nd, A. D. 1926.

Personally appeared N. BENJAMIN LOCKWOOD signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

(Notary Seal)

Harry C. Frest Notary Public.

Received for record Jul. 15, 1926 at 9:50 A. M. and recorded by

Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS.

KNOW YE, THAT WE, DESPINA CORIANO and WILLIAM FAPPAS, of the Town of Greenwich, County of Fairfield and State of Connecticut

For the consideration of Five Hundred ($500.) Dollars

received to our full satisfaction of THE TOWN OF GREENWICH, a territorial corporation located in said Fairfield County

TO GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said THE TOWN OF GREENWICH

All that certain tract of land, situated in said Town of Greenwich, bounded and described as follows:
deed and the free act and deed of said corporation, before me.

John A. Walsh, Commissioner of the Superior Court for Fairfield County.

Received for record Oct. 3, 1927 at 2:50 P.M. and recorded by

[Signature]

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS

KNOW YE, THAT E. BENJAMIN LOCKWOOD of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield,

for the consideration of $1.00 ($1.00) Dollar

received to my full satisfaction of WILLIAM E. HUSTED of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM, unto the said WILLIAM E. HUSTED, all that certain piece, parcel or tract of land, situated at Sound Beach, so-called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as lot Numbered Seventeen (#17) from "Revised Map of Shore Acres, Incorporated", which is now owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto

being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded and leveled similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purpose whatsoever, the sign can not be larger than 6\\(\times\)6 feet, this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto as the said grantee his heirs and assigns forever, to him and their own proper use and behoof. And also I the said grantor do for myself, my heirs, executors and administrators covenant with said grantee his heirs and assigns, that at and until the decease of these presents, I am well seised of the premises, as a good indefeasible estate in fee simple and have good right to bargain and sell the same, in manner and form as in above written, and that the same is free from all incumbrances whatsoever. Said parcel of land conveyed being subject to the zoning regulations of the Town of Greenwich.

AND FURTHERMORE, I the said grantor do by these presents, bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantee, his heirs and assigns, for a period of Twenty (20) years from the date hereof; Said conveyed premises are to be used for strictly private residential purposes only, and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or fronton Shore Acres Drive together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining
land owner; any garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer cottage or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, BENJAMIN LOCKWOOD has hereunto set his hand and seal the 23rd day of December A. D. 1926.

Signed, Sealed and Delivered
in presence of

Dorothea F. Roebottom
A. B. Stanton

E. Benjamin Lockwood  L. S.

State of Connecticut  as, Sound Beach  December 23rd, A. D. 1926.

Personally appeared E. BENJAMIN LOCKWOOD signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

(Notary Seal)

A. B. Stanton  Notary Public.

Received for record Oct 3, 1927 at 2:45 P. M. and recorded W-

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME.

KNOW YE, that we, Abbie L. Husted, Adeline Husted Rangee and Willis H. Husted, of the Town of Greenwich, County of Fairfield and State of Connecticut, for the consideration of One Dollar and other valuable considerations received to our full satisfaction of J. Stillman Rockefeller of said Greenwich, DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said J. Stillman Rockefeller All that certain tract, piece or parcel of land together with the dwelling house thereon, bounded and described as follows: Beginning at the point in the Easterly line of Husted Avenue formed by the intersection of the Southerly line of the Northerly branch of a private road known as Knollwood Drive and running thence Easterly along the Southerly line of Knollwood Drive 76.8 feet along the circumference of a circle curving to the right of a radius of 80 ft. and N. 00 degrees 32' 30" East 329.6 feet; thence Southerly along land of the Grantors South 19 degrees 11' 36.2 feet; thence Easterly along land of the Grantees South 42 degrees 7' West 198.6 ft.; thence Northerly and Easterly along land of Clive Alford North 58 degrees 2" 30" West 50 ft; South 82 degrees 56' West 208.7 ft; thence Northerly along the Easterly line of Husted Avenue North 9 degrees 5' West 62.3 ft; North 33 degrees 31' West 55.5 ft; North 20 degrees 42' West 34.86 ft. to the point of beginning and containing 2.016 acres, and known as Plot No. 6.

Bounded Northerly by Knollwood Drive; Easterly by land of the grantors southerly by land of the Grantors and land of Clive Alford; Wasterly by land of Clive Alford and Husted Avenue.

Said premises are more particularly shown on a certain map entitled "Husted Subdivision, Greenwich, Conn." made by S. K. Minor & Co. Civil Engineers, dated March 23, 1926.

Said premises are also shown on a certain map entitled, "Property Conveyed by Abbie L. Husted et al to J. Stillman Rockefeller, Greenwich, Conn.," made by S. K. Minor.
I, CURTIS COMEGYS PIPPIN, of 50 Aiken Street, Unit 104, Norwalk, CT 06851, duly qualified and authorized Executor of the Last Will and Testament of PAUL W. T. PIPPIN, a/k/a Paul Pippin late of Old Greenwich, Connecticut, for the consideration of ONE MILLION, THREE HUNDRED FIFTY SEVEN THOUSAND ($1,357,000.00) DOLLARS, paid, grant to DAVID G. HAWKINS and BETSY B. HAWKINS, both of 21 Shore Acre Drive, Old Greenwich, CT 06870, AS JOINT TENANTS, with EXECUTOR’S COVENANTS:

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the Town of Old Greenwich, County of Fairfield, State of Connecticut and more particularly described on Schedule A attached hereto and made a part hereof.

Dated at Stamford, Connecticut, this 7th day of June, 2013.

[Conveyance Tax Received]

in the presence of:

[Signatures]

State of Connecticut  
County of Fairfield  

On this the 7th day of June, 2013, before me, Joseph M. Pankowski, Jr., the undersigned officer, personally appeared Curtis Comegys Pippin, Executor of the Will of Paul W. T. Pippin, a/k/a Paul Pippin, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand.
SCHEDULE A

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the Town of Greenwich in the County of Fairfield and State of Connecticut, known and designated as Lot 18 on a certain map entitled "Revised Map No. 2 of Shore Acres, Inc., Greenwich, Sound Beach, Connecticut, E. Benj. Lockwood and John F. Ryan" on file in the Town Clerk's Office of the Town of Greenwich and therein numbered 906, reference thereto being had for a more particular description thereof.

Together with the rights in common with others, if any, to access the waters of Greenwich Cove over Shore Acre Drive and Sunset Road, as more particularly shown on Map 906 on file at the Town Clerk's Office, Greenwich, Connecticut.

Said premises are also known as 21 Shore Acre Drive, Old Greenwich, CT.

Said Premises are conveyed subject to:

1) Restrictive covenants and agreements set forth or referred to in the following deeds:


   (b) Executors Deed from the Executors of the Last Will and Testament of Grace Ridabock Lindeman, deceased to E. Benjamin Lockwood, dated August 10, 1922 and recorded in Book 192 at Page 234 of said records

2) Grant from Shore Acres, Incorporated to The Connecticut Light and Power Company dated March 12, 1924 and recorded in Book 206 at Page 338 of said records.

3) Restrictive covenants and agreements contained in a Quit-Claim Deed from E. Benjamin Lockwood to William B. Husted, dated October 7, 1930 and recorded in Book 286 at Page 249 of said records.

Received for Record at 3:05p. M. Attest

Town Clerk
STATUTORY WARRANTY DEED

Susan S. Ellis, of the Town of Westport, County of Fairfield, and State of Connecticut (hereinafter referred to as the Grantor), for consideration paid, grants to Carlos M. Galindo Del Rio and Maria Aspillaga, of 23 Shore Acre Drive, Old Greenwich, Connecticut, as joint tenants with right of survivorship, (hereinafter referred to as the Grantee), with WARRANTY COVENANTS:

ALL that certain piece, parcel and tract of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot No. 19 on a certain map entitled, "Revised Map No. 2 of Shore Acres, Inc., at Sound Beach Greenwich, Conn.", which map is on file in the Greenwich Town Clerk's office as Map No. 906, reference thereto being hereby had. Said premises are bounded northeasterly 63.55 feet by land now or formerly of Samuel K. Thomas, easterly 148.61 feet by land now or formerly of Charles W. Campbell, et al, being Lot No. 18 as shown on said map, southerly 60 feet by Shore Acre Drive and westerly 169.42 feet by land now or formerly of Theodore J. Murphy, being Lot No. 20 as shown on said map.

TOGETHER all rights which the Grantor may have to use in common with others the waters of Long Island Sound in Greenwich Cove and the shore of Shore Acres from Shore Acre Drive to Meadow Road.

BEING the same premises conveyed to the Grantor by Cathleen B. Miller by Warranty Deed dated January 14, 1992 and recorded in the Greenwich Land Records in Book 2199 at Page 324

SAID premises are conveyed subject to the following:

1. Any restrictions or limitations imposed or to be imposed by governmental authority, including, but not limited to, the zoning and planning rules and regulations of the City or Town, and region or district, if any, in which the Premises are situated.
2. Taxes, sewer use charges and water use charges of the City or Town and/or any region or district in which the Premises are situated hereafter becoming due and payable, which Taxes the Grantee herein assumes and agrees to pay.

3. Any effect on said Premises of the fact that the same are or may be located in an area which qualifies the Premises for government-subsidized insurance under the National Flood Insurance Act of 1968, as amended, and the maps promulgated or to be promulgated pursuant thereto.

4. Riparian or littoral rights of others, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises.

5. Any state of facts which might be disclosed by an accurate survey or personal inspection of the Premises.


7. Restrictive covenants and agreements in Executor's Deed from Estate of Grace Ridabock Lindeman, deceased to E. Benjamin Lockwood dated August 10, 1922, and recorded in said Land Records in Book 192 at Page 234.


10. Rights of others in and to the waters of Long Island Sound in Greenwich Cove and the shore of Shore Acres from Shore Acre Drive to Meadow Road.
Signed as of this 15th day of July, 2013

Witnessed by:

Print Name: Robert F. Grave

Print Name: B. G. Castello

STATE OF CONNECTICUT} ss.:  
COUNTY OF FAIRFIELD 

On the 15th day of July, in the year 2013, before me, the undersigned, personally appeared Susan S. Ellis, personally known to me or proved to me on the basis of a driver’s license or other satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged before me that she executed the same as her free act and deed in her capacity therein stated, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes therein contained, and that such individual made such appearance before the undersigned in Greenwich, Connecticut.

B. G. Castello

Notary Public  
My Commission Expires:

Received for Record AUG 09 2013 at 12:05pm Attest:
WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Lucinda B. Kuehnel of 540 Spanish Drive North, Longboat Key, FL 34228, and Kristin Kuehnel Dyment of 22 Daffodil Lane, Cos Cob, CT 06807, for consideration of ONE MILLION SEVEN HUNDRED THOUSAND & 00/100 DOLLARS ($1,700,000.00), grant to Joan Y. McCabe of 25 Shore Acre Drive, Old Greenwich, CT 06870, with WARRANTY COVENANTS all that certain real property known as 25 Shore Acre Drive, Old Greenwich, CT 06870, being more particularly described in Schedule A attached hereto and made a part hereof.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.

3. Such additional encumbrances, if any, as more particularly set forth in Schedule A attached hereto.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 17 day of May, 2011.

Signed, sealed and delivered in the presence of or attested by:

Witness:

[Signature]

[Signature]

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared Lucinda B. Kuehnel, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained in the capacity therein stated, before me, on this 17 day of May, 2011.
STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Personally appeared Kristin Kuehnel Dyment, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained in the capacity therein stated, before me, on this 17 day of May, 2011.

[Signature]

Loraine Van Langen
A Notary Public of Connecticut
All that certain tract, piece or parcel of land, together with the buildings and improvements thereon, situated at Old Greenwich, so-called, in the Town of Greenwich, County of Fairfield and State of Connecticut,_t and known and designated as Lot #20 on a certain map entitled "Revised Map No. 2 of Shore Acres, Inc., at Sound Beach, Greenwich, CT., owned by E. Benjamin Lockwood and John F. Ryan, certified "Substantially Correct" Webb & Swenson, Engr. & Surveyors, Stamford, CT, Sept. 11, 1923," which map was filed in the Town Clerk's Office in said Greenwich on September 29, 1923, and there known as Map #906.

Together with all right, title and interest which the Grantor may have in the right to use in common with others the waters of Long Island Sound in Greenwich Cove on the shore of Shore Acres from Shore Acre Drive to Meadow Road, including the easements or rights appertaining to the use of said premises in relation to boating, bathing or fishing in the waters of Long Island Sound in Greenwich Cove at the end of Shore Acre Drive.

Said premises are to be conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.

2. Taxes of the City or Town in which the premises are situated which become due and payable after the date of the delivery of the deed, which taxes the Purchaser shall assume and agree to pay as part of the consideration for the deed.

3. Public improvement assessments, and/or unpaid installments thereof, which assessments and/or installments become due and payable after the date of the delivery of the deed, which assessments and/or installments the Purchaser shall assume and agree to pay as part of the consideration for the deed.


5. Grant from Shore Acres, Inc. to The Connecticut Light and Power Company dated March 12, 1924, and recorded in said Land Records in Book 206 at Page 338.


7. Such state of facts as an accurate survey or physical inspection of the premises might disclose.
WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Richard M. Goldman and Jami Opinsky Goldman both of 10 Quintard Avenue, Old Greenwich, CT 06870, for consideration of ONE MILLION NINE HUNDRED FIFTY THOUSAND & 00/100 DOLLARS ($1,950,000.00), grant to Peter Mark and Inger Mark both of 26 Shore Acre Drive, Old Greenwich, CT 06870 AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP with WARRANTY COVENANTS all that certain real property known as 26 Shore Acre Drive, Old Greenwich, CT 06870, being more particularly described in Schedule A attached hereto and made a part hereof.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.

3. Such additional encumbrances, if any, as more particularly set forth in Schedule A attached hereto.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 13th day of January, 2011.

Richard M. Goldman, Grantor
Jami Opinsky Goldman, Grantor

Signed, sealed and delivered in the presence of or attested by:

Witness: Lawrence Prechlik
Witness: Lorraine van Langer
Witness: Madeline S. Thomsen

LORRAINE VAN LANGEN
A NOTARY PUBLIC OF CONNECTICUT
MY COMMISSION EXPIRES DECEMBER 31, 2012

Conveyance Tax Received
Town Clerk of Greenwich
STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Personally appeared Richard M. Goldman, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained in the capacity therein stated, before me, on this 13th day of January, 2011.

[Signature]
Notary Public/Commissioner of the Superior Court
LORRAINE VAN LANGEN
A NOTARY PUBLIC OF CONNECTICUT
MY COMMISSION EXPIRES DECEMBER 31, 2012
ss. Greenwich

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Personally appeared Jami Opinsky Goldman, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained in the capacity therein stated, before me, on this 10th day of January, 2011.

[Signature]
Notary Public/Commissioner of the Superior Court
LORRAINE VAN LANGEN
A NOTARY PUBLIC OF CONNECTICUT
MY COMMISSION EXPIRES DECEMBER 31, 2012
ss. Greenwich
SCHEDULE A

All that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut and known and designated as Lot numbered seventy (70) on a certain map entitled "Revised Map No. 2 of Shore Acres, Inc., Greenwich, Sound Beach, Connecticut" on file in the Office of the Town Clerk of said Greenwich as Map No. 906.

Together with the right to use in common with others, the waters of Long Island Sound in Greenwich Cove on the shore of Shore Acres, from Shore Acre Drive to Meadow Road.

Said premises are conveyed subject to the following:


2. Grant to The Connecticut Light and Power Company dated March 12, 1924 and recorded in said Land Records in Book 206 at Page 338.

3. Such state of facts as an accurate survey or physical inspection of the premises might disclose.

Received for Record JAN 18 2011 at 21:27 P.M. Attest

[Signature]

Town Clerk
To all People to Whom these Presents shall Come, Greeting:

Edward R. Botter, W. Ker C. Meli, of 27 Shore Acre Drive, Old Greenwich, Connecticut

for the consideration of THREE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED ($328,500.00) DOLLARS

received to his full satisfaction of

PAUL J. PUGLIESE and LAURA I. PUGLIESE

whence, grant, bargain, sell and convey unto the said PAUL J. PUGLIESE and LAURA I. PUGLIESE

and unto the survivor of them, and unto such survivor's heirs and assigns forever

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

[Signatures]

Town Clerk of Greenwich

[Stamp]
ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, and
known and designated as Lot No. 31 on a certain map entitled,
"Revised Map No. 7 of Shore Acres, Inc., Greenwich, Sound
Beach, Connecticut, E. Benjamin Lockwood and John P. Ryan," made by Hobb and Swanson Engineers and Surveyors, New;ford, Conn.
September 11, 1922, which map is on file in the office of the
Town Clerk of the said Town of Greenwich and therein numbered 906,

Said premises are conveyed subject to:

1. Zoning and planning laws, rules and regulations as
   established in and for the Town of Greenwich.

2. Consolidated real estate taxes of the Town of Greenwich on
   the first of October 1, 1991 first half due and payable July 1,

3. Restrictive covenants and agreements contained in a
   certain deed from Henry G. Ridback, Louise Marks and Arthur J.
   Ridback to E. Benjamin Lockwood dated September 11, 1922, and
   recorded September 11, 1922 in the Greenwich Land Records in
   Book 192 at Page 231.

4. Restrictive covenants and agreements contained in a certain
   deed from Benjamin R. Stern and Samuel C. Lindeman, Executors
   of the Will of Grace Ridback Lindeman, deceased, to E.
   Benjamin Lockwood dated August 10, 1922 and recorded in the
   Greenwich Land Records on September 11, 1922 in Book 192 at
   Page 334.

5. Grant from Shore Acres Incorporated to the Connecticut
   Light and Power Company dated March 12, 1924 and recorded in
   the Greenwich Land Records March 24, 1924 in Book 206 at Page
   338.

6. Together with any right to use, in common with others, the
   western 40 feet of Long Island Sound, in Greenwich Cove on the ares of
   Shore Acres, from Shore Acres Drive to Meadow Road.

7. An agreement as to the grading of lots and also the size of
   a sign placed on the property as contained in a deed from E.
   Benjamin Lockwood to Edwin G. Stueler and Helen V. Stueler
   dated July 15, 1922 and recorded July 15, 1922 in Volume 232 at

8. Such state of facts as an accurate survey or physical
   inspection of the premises might disclose.
To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantees, and unto their survivor's heirs and assigns forever, to them and their own proper use and behoof.

And also, the said grantor do on himself and his joint, executors and administrators, covenant with the said grantees and with the survivors of them, and with such survivor's heirs and assigns, that at and until the executing of these presents, he is well seized of the premises, as a good indefeasible estate in EASE SIMPE, and he has good right to sell and sell the same to another and forever as is above written and that the same is free from all incumbrances whatsoever, except as above stated.

And further, the said grantor do by these presents bind himself and his heirs forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantees, and to the survivors of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as above stated.

In Witness Whereof, I have hereunto set my hand and seal this 1st day of July in the year of our Lord nineteen hundred and ninety two.

[Signature]

[Signature]

State of Connecticut, County of FAIRFIELD SS: STAMFORD

On this the 1st day of July 1992 before me, the undersigned officer, personally appeared

Gregory Eadestro

Knowing to me (or satisfactorily proven to be the person whose name instrument and acknowledged that he executed the same for the purposes herein contained.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]

[Signature]

State of Connecticut, County of

On this the day of 19 , before me, the undersigned officer, personally appeared who acknowledged himself to be the

of a corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That AILEEN M. HEWITT, of the Town of Greenwich, County of Fairfield and State of Connecticut, hereinafter referred to as the Grantor, for the consideration of One Million Seven Hundred Fifty Thousand ($1,750,000.00) Dollars and received to her full satisfaction of ERIC M. KLEIN and AMY E. CRAM, of 8 Bryon Road, Old Greenwich, Connecticut, hereinafter referred to as the Grantees, does give, grant, bargain and confirm unto the said Grantees, and unto the survivor of them and unto such survivor's heirs and assigns forever:

ALL those certain tracts, pieces or parcels of land together with the buildings and improvements thereon, situated at Old Greenwich in the Town of Greenwich, County of Fairfield and State of Connecticut, described below:

TRACT ONE: Lot Numbered 24 on a certain map entitled “Revised Map No. 2, Shore Acres Incorporated, Greenwich, Sound Beach, Conn., E. Benjamin Lockwood and John F. Ryan” made by Webb and Swenson Civil Engineers, Stamford, on file in the Town Clerk’s Office in said Town of Greenwich and therein numbered 906, reference thereto being had for a more particular description.

TRACT TWO: The Northerly one half of Lot 23 on a certain map entitled “Revised Map No. 2, Shore Acres Incorporated, Greenwich, Sound Beach, Conn., E. Benjamin Lockwood and John F. Ryan, made by Webb and Swenson, Civil Engineers, Stamford, on file in the said Town Clerk’s Office and therein numbered 906.

Said Lot No. 24 and the Northerly one half of said Lot No. 23 taken together are bounded Northerly by Lot No. 25 shown on said map, Easterly by Lot No. 21 shown on said map, Southerly by the remaining portion of Lot No. 23, shown on said map and Westerly by Bryon Road.


Said premises are to be conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law, which regulate the use of the premises, including but not limited to zoning, planning and building laws, rules and regulations as established in and for the Town of Greenwich.
2. Real property taxes of the Town of Greenwich becoming due and payable from and after the closing of title.

3. Assessment or use fees of governmental authority for municipal or public improvements, becoming due and payable from and after the closing of title.


TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, and unto the survivor of them and unto such survivor’s heirs and assigns forever, to their own proper use and behoof.

AND ALSO, the said Grantor does for herself, her heirs and assigns, covenant with the said Grantees, and with the survivor of them and with such survivor’s heirs and assigns, that at and until the ensealing of these presents, she is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.
AND FURTHERMORE, the said Grantor does by these presents bind herself and her heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said Grantees, and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand this 27th day of July, 2011.

Signed, Sealed and Delivered in the Presence of:

[Signatures]

STATE OF CONNECTICUT  ss: Greenwich

COUNTY OF FAIRFIELD

On this the 27th day of July, 2011, personally appeared Aileen M. Hewitt, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

[Signature]

Notary Public
Commissioner of the Superior Court

Received for Record JUL 28 2011 at 11:52 M. Attrib
In fee simple, that I have full right, title, and authority to grant and convey the foregoing rights and privileges, and I further by these presents bind myself with my administrators and assigns forever to warrant and defend the same to the said Grantee, and to its successors and assigns forever, against all claims and demands whatsoever.

THE GREENWICH GAS COMPANY covenants and agrees to pay all taxes that may be assessed or imposed on the pipes, fittings or appurtenances installed hereunder on the premises of the Grantor and to restore to their former condition any roads, disturbed by laying, replacing, repairing or maintaining its pipes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of April 1928.

In Present of:

Mrs. H. Clark

G. L. Bristol

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

At Greenwich, April 15, 1928.

Personally appeared GEORGE BOLES, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Gardner L. Bristol, Notary Public.

Received for Record Apr. 15, 1928 at 1:50 P.M. and recorded by:

July Finch

Town Clerk.

STATE OF CONNECTICUT

Town of Greenwich

County of Fairfield

the 15th day of April, 1928.

THIS DAY CERTIFY, that I have this day, by virtue of a writ of attachment issued by WILLIAM L. TIESHIRE, Esq., Commissary of the Superior Court for Fairfield County, and to me directed and delivered, returnable to the Borough Court of Greenwich, in and for the Town and Borough of Greenwich, on the 1st Monday of May, 1928, in favor of O. P. Gunnerson, of said Greenwich and against HERMAN STEIDLER, of said Greenwich and in which writ ONE HUNDRED FIFTY ($150.00) Dollars damages and costs of suit are claimed, made an attachment of all the right, title, and interest of said Defendant in or to that certain tract or parcel of land, with all the buildings thereon, lying in said Town of Greenwich and bounded and described as follows, to wit: Situate at Banksville containing about one acre and 6 rods more or less, and bounded Northerly by the Highway; Easterly by a road or way known as the Avenue; Southerly by land now or formerly of Ann E. Fardy and land now or formerly of Eliza Madson and W. H. P. Westerly by the East side of a brook.

ATTY.: Donald P. Wright.

Constable of Town of Greenwich

Received for Record Apr. 15, 1928 at 1:50 P.M. and recorded by:

July Finch

Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: GREETINGS.

KNOW YE, THAT I, E. HILARION LOCKWOOD of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut

for the consideration of One ($1.00) Dollar received to my full satisfaction of THOMAS J. MURRAY of Greenwich, in the Town of Greenwich, County of Fairfield and State of Connecticut.

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said THOMAS J. MURRAY, ALL that certain piece, parcel or tract of land, situated at Sound Beach, described in the Town of Greenwich, County of Fairfield and State of Connecticut, known and
designated as lot numbered Twenty-seven (27) from Revised Map of the 3rd Portion of Shore Acres, which is now on file in the Office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot. It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 8 x 8 feet, this runs with the restrictions as below. The Grantor gives the Grantee, without any cost to the Grantee, all his right that he may possess in the ten foot strip on the west side of Lot 27.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto him the said grantee his heirs and assigns forever, to him and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators covenant with said grantee his heirs and assigns, that and until the enrolling of these premises, I am well seized of the premises as a good indefeasible estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatever.

Said parcel of land above conveyed being subject to the zoning regulations of the Town of Greenwich.

AND FURTHERMORE, I, the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantee, his heirs and assigns, for a period of Twenty (20) years from the date hereof. Said conveyed premises are to be used for strictly residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on Byron Road, together with usual outbuildings appurtenant to such dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner, any garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as aufer house or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height, in any of the boundaries of said premises, and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever unless as necessary in the building and erection of buildings on said premises.

In witness whereof E. BENJAMIN LOCKWOOD has hereunto set hand and seal the 30th day of March A.D. 1980.

Signed, Sealed and Delivered

in presence of

Saraha Rosebottom

Dwight R. Watts
TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Scott Scharfman of 290 Oyster Point Blvd., Suite 526, S. San Francisco, CA 94080, for consideration of THREE MILLION NINETY-FIVE THOUSAND & 00/100 DOLLARS ($3,095,000.00), grants to Brian C. Williams and Sydney L. Williams 18 Bryant Road, Old Greenwich, CT 06870 AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, with WARRANTY COVENANTS, all that certain real property known as 18 Bryant Road, Greenwich, CT 06870, being more particularly described as:

1. Certainly described as follows:
   - FIRST TRACT: Lot No. 67 as shown on a certain map entitled "Revised Map No. 2 of Shore Acres, Inc. at Sound Beach, Greenwich, Conn., owned by E. Benjamin Lockwood and John F. Ryan, certified 'Substantially Correct', Webb & Swanson, Eng. & Surveyors, Stamford, Conn., Sept. 11, 1923," which map was filed in the Town Clerk's Office of Greenwich on September 29, 1923 and there known as Map #906.
   - SECOND TRACT: The northwesterly portion of Lot No. 67 as shown on the aforesaid map, which portion is more particularly described as follows: Beginning at a point on the westerly line of Lot No. 67 as shown on the said map distance 62.91 feet northerly from the northerly side of Sunset Road, and running thence easterly and parallel with Sunset Road 35 feet, thence northerly at right angles to Sunset Road 64.42 feet more or less to the rear line of Lot No. 67, thence westerly along the rear lot line of Lot No. 65, 35.03 feet to the first tract described above, and running thence along said first tract in a southerly direction 62.91 feet to the point of beginning.
   - THIRD TRACT: The southerly portion of Lot No. 68 as shown on the aforesaid map, which portion is bounded northerly by land now or formerly of Henry P. Misericocchi et ux, easterly 26.46 feet by land now or formerly of Richard Sharon et ux, southerly 144.57 feet by the first tract described above, and westerly 26.71 feet by Bryant Road.

Together with any right to use in common with others the waters of Long Island Sound in Greenwich Cove as appears of record and together with all right, title and interest in and to the highway, Bryant Road, in front of and adjoining said premises.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.
2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.
In all references herein to any parties, persons, entitles or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this ___ day of March, 2018.

Scott Scharfman, Grantor

Signed, sealed and delivered in the presence of or attested by:

Witness: ____________________________

Witness: ____________________________

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

Personally appeared Scott Scharfman, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained in the capacity therein stated, before me, on this ___ day of March, 2018.

Notary Public/Commissioner of the Superior Court

PETER T. FRITZ
Notary Public of Connecticut
My Commission Expires: May 31, 2021

RECEIVED FOR RECORD
MAR 21, 2018 10:21:52 AM
CARMELLA C. BUCKS
Town Clerk
GREENWICH, CT
or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 15 day of Nov. 1928,

(Sign) William T. Collin, Clerk,

Received for Record Jan. 12, 1929 at 9:30 A.M. and recorded by_ 

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, OR TO WHOM IT MAY CONCERN,

KNOW YE, THAT E. BENJAMIN LOCKWOOD of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield

for the consideration of One ($1,00) Dollar

received to my full satisfaction of WILLIAM C. STRONG, Town of Greenwich, County of Fairfield and State of Connecticut

DO GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said WILLIAM C. STRONG, All that certain piece, parcel or tract of land, situated at Sound Beach, so-called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as lot numbered fifty-nine (59) from Revised Map #2 of Shore Acres, Incorporated, which is now owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purpose whatsoever, the site can not be larger than 2 x 2 feet, this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Moonlight Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto him the said grantee his heirs and assigns forever, to him and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators covenant with said grantee his heirs and assigns, that at and until the enrolling of these presents, I am well stated of the premises, as a good indissoluble estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

Said parcel of land above conveyed being subject to the zoning regulations of the town of Greenwich.

AND FURTHERMORE, the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee his heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantor, his heirs and assigns, for a period of Twenty (20) years from the date hereof. Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on Sunset Road, together with usual outbuildings appur-
tenant to such a dwelling; no building shall be erected or maintained within ten
(10) feet of any boundary line without the written consent of the adjoining land
owner; any garage or any other building whatsoever built or maintained on said
premises shall be at least fifty (50) feet from the highway in front thereof; no
dwelling house of a type known as Summer Bungalow or only one story in height shall
be built or maintained on said premises; no hedge or fence shall be maintained on
built over four (4) feet in height on any of the boundaries of said premises; and
no dirt soil or gravel shall be removed from said premises for the purpose of
sale or for any purpose whatsoever except as necessary in the building and erection
of buildings on said premises.

IN TESTIMONY WHEREOF, H. BENJAMIN LOCKWOOD has hereunto set his hand and seal the
11th day of January A.D. 1929.
Signed, Sealed and Delivered
in presence of
Louis Papageorge
A. M. Boles

STATE OF CONNECTICUT
County of Fairfield

I, E. Benjamin Lockwood (L.B.)

January 11th A.D. 1929.

Personally appeared E. BENJAMIN LOCKWOOD signer and sealor of the foregoing instru-
ment, and acknowledged the same to be his free act and deed, before me.
(Rotary Seal)
A. M. Boles, Rotarv Public.

Received for Record Jan. 12, 1929 at 10:40 A.M. and recorded by-

STATE OF CONNECTICUT
County of Fairfield

Town of Greenwich

the 12th day of January 1929

THIS MAY CERTIFY, that I have this day, by virtue of a writ of attachment issued
by William C. Strong a Commissioner of the Superior Court for Fairfield County,
and to me directed and delivered, returnable to Charles W. Pethengill Esq., a
Justice of the Peace in and for the County of Fairfield at his office in the Town
of Greenwich in said County on the 1st day of January 1929 at two o'clock in the
afternoon, in favor of H. Allen Barton of the Town of Greenwich, County of Fair-
field and State of Connecticut, and against Michael O'Connor and Jane O'Connor
both of said Town of Greenwich, and in which writ seventy-five dollars
damages and costs of suit are claimed, made an attachment of all the right, title
and interest of said Defendants Michael O'Connor and Jane O'Connor in or to that
certain tract or parcel of land with the buildings thereon, lying in said Town of
Greenwich and bounded and described as follows, to wit: being known and designated
as lot No. 15 on a certain map entitled "Map of Bracemont Park" at Riverside,
Town of Greenwich, Conn. and filed in the office of the Town Clerk of said Town
of Greenwich, as No. 274, to which map reference is hereby made for a more partic-
ular description of said attached property, together with all the rights over
the roads as described in said map.

Attest,
William E. Nitch

Constable of the Town of Greenwich

Received for Record Jan. 12, 1929 at 11:05 A.M. and recorded by-

Town Clerk.
State of Connecticut
County of Fairfield
Town of Greenwich

Personally appeared WILLIAM G. LURIES signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

A. Largesse stadter, notary public.

Reserved for record Nov. 30, 1925 at 2:00 P.M. and recorded by

H. Benjamin Lockwood (L.R.)

Town Clerk.

Now all entry by these presents, from J. H. Benjamin Lockwood, of the town of Greenwich, County of Fairfield and State of Connecticut, in consideration of one (1) dollar and other valuable consideration received to my full satisfaction of WILLIAM G. LURIES, of the town of Stamford, in said county and state, do hereby give and grant unto the said WILLIAM G. LURIES, the right to use, in common with others, a certain strip of shore or beach along Greenwich Cove, so-called, in front of Shore Acres, so-called, from Shore Acres Drive to Meadow Road; said tract being more particularly shown and designated on a certain map entitled "Shore Acres," now on file in the office of the Town Clerk of said town of Greenwich, reference thereto being had.

The right and interest hereby granted is to be appurtenant to Lots numbered forty-one (41), sixty-two (62), and sixty-three (63) on said map of Shore Acres and south of them, which lots were conveyed to the said WILLIAM G. LURIES by the said J. H. Benjamin Lockwood by deed, dated August 21st, 1925, and recorded in the Public Land records of said town of Greenwich in book 721 at page 85; and it is the intent herein to give and grant unto the said WILLIAM G. LURIES, as the owner of said tracts, the same shore rights and privileges granted to other owners of lots in said tract.

To have and to hold the same unto the said WILLIAM G. LURIES, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand and seal this 30th day of November, 1925.

A. L. 1925.

In the presence of

Loraine P. Rosebottom

Mildred A. Hender

A. Benjamin Lockwood (L.R.)

Town Clerk.

Reserved for record Nov. 30, 1925 at 2:00 P.M. and recorded by

H. Benjamin Lockwood (L.R.)

Town Clerk.

To all persons to whom these presents shall come, greeting:

Know ye, that J. CHRISTOPHER WYER, pf the town of Greenwich, County of Fairfield and State of Connecticut

For the consideration of Twelve thousand five hundred ($12,500) dollars received to my full satisfaction of the ROUS HUT COMPANY OF GREENWICH, a corporation organized under the laws of the State of Connecticut and located in the
BOOK 227 MISCELLANEOUS

authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 20th day of Jan. 1926.


Received for record Feb. 2, 1926 at 3:10 P. M. and recorded by

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT CHARLES & DOROTHY HUSTED, husband and wife, of Sound Beach, town of Greenwich, County of Fairfield and State of Connecticut, DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said CHARLES & DOROTHY HUSTED, All that certain piece, parcel or tract of land, situated at Sound Beach, so-called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as 1/3 of lot #41 otherwise known as 20 ft. in width off the east part of lot #41, beginning at the intersection of lots #41 & #42 running west 50 ft. from lot #42 along Sunset Rd. also in rear of lot #41 the same, otherwise this 50 ft. stop forty feet from the west boundary of lot #41. In depth about 301.69 ft. bounded on north by Sunset Rd., east by lot #42, south by Thos. J. Johnson, west by the remainder, which is forty ft. by lot #41 from "Revised Map #A of Shore Acres, Incorporated, which is now owned by J. Benjamin Lockwood now on file in the office of the Town Clerk in said Town of Greenwich, reference therefor being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size cannot be larger than 250 feet, this runs with the restrictions as below.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto them the said grantee, their heirs and assigns forever, to them and their own proper use and behoof. And also I the said grantor, do for myself, my heirs, executors and administrators covenant with the said grantee, their heirs and assigns, that at and until the canceling of these presents I am well seized of the premises, as a good indefeasible estate in fee simple and have good right to bargain and sell the same in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

Including the right to use in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road. The above 50 ft. mentioned cannot be built on separately only to enlarge lot #42 making lot #42 80 ft. instead of 60 ft. as map calls for.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantee, their heirs and assigns against all claims and demands whatsoever.
This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantor, his heirs and assigns, for a period of twenty (20) years from the date hereof; said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than eighty-five hundred ($8500) dollars and which dwelling house shall face or front on Sunset Road, together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatever except necessary in the building and erection of building on said premises.

IN WITNESS WHEREOF, BENJAMIN LOCKWOOD have hereunto set my hand and seal this 1st day of February A. D. 1926.

Signed, Sealed and Delivered

in presence of

Dorothea F. Rosebottom
A. M. Boles

State of Connecticut
County of Fairfield

Personally appeared B. BENJAMIN LOCKWOOD signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me;

[Notary Seal]

M. Benjamin Lockwood
L. S.

Received for record Feb. 3, 1926 at 9:00 A. M. and recorded by.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, MINNIE S. RUTSON (Wife of Frederick W. Rutsen, Jr.) of the Borough of Manhattan, City, County and State of New York, for the consideration of One hundred ($100) Dollars and other good and valuable considerations received to her full satisfaction of MARGARET A. RUTSON (wife of Frederick W. Rutsen, Jr.) of Sound Beach, Connecticut, does give, grant, bargain, sell and confirm unto the said MARGARET A. RUTSON all that certain lot, piece or parcel of land, situate at Shorelands, in Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut, known and distinguished on a map entitled "Shorelands, Sound Beach, Conn. owned by the Sound Beach Summer Homes Corporation," and filed in the Town Clerk's office in said Greenwich, May 19th, 1926, and known therein as Lot No. 369 and on said map designated by the lot No. One Hundred and Eighty (180), said lot being seventy-five (75) feet in width front and rear and one hundred and forty (140) feet in depth on each side, together with a right of way to and over all roads, drives and lanes shown on said map of Shorelands in common with the Grantor and all others to whom a similar right has been or may hereafter be conveyed, and the right to use the beach on
BOOK 237 MISCELLANEOUS

Personally appeared W. H. DOLES, signer and sealor of the foregoing instrument and acknowledged the same to be her free act and deed before me.

J. Albert Hodges, Notary Public.

Received for Record Jan. 15, 1927 at 11:57 A. M. and recorded by

Wm. M. Peck

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING.

KNOW YE, THAT J. BENJAMIN LOCKWOOD of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield

for the consideration of One ($1.00) Dollar

received to my full satisfaction of WILLIAM P. BARRY & ELIZABETH C. BARRY, husband and wife, both of BX, New York, State of New York,

TO GIVE, GRANT, SELL, AND CONFIRM unto the said WILLIAM P. & ELIZABETH C. BARRY, All that certain piece, parcel or tract of land, situated at Sound Beach,

known in the Town of Greenwich, County of Fairfield and State of Connecticut, Knoo and designated as lot numbered Sixty-five (65) on "Revised Map No. of Shore Acres, Inc., Greenwich, Sound Beach, Connecticut, E. Hau, Lockwood and John F. Ryan", made by Webb & Swenson, Civil Engineers, Stamford, Conn., which map is now on file in the office of the Town Clerk of said Town of Greenwich, reference thereto being had.

It is further agreed that the said lot or lots shall be graded similar to the lot

adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 250 feet, this runs with the restrictions as below.

Including the right to use, in common there, the waters of Long Island Sound, in Greenwich Cove, and the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto them the said grantees their heirs and assigns forever, to them

and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators covenant with said grantees their heirs and assigns, that ut and until the enrolling of these presents, I am well seized of the premises, as a good indestructible estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

Said parcel of land above conveyed being subject to the zoning regulations of the Town of Greenwich

AND FURTHERMORE I, the said grantor do by these presents bind myself and my heirs

and assigns forever to WARRANT AND DEFEND the above granted and bargained premises
to them the said grantees their heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and re-

strictions, which are to run with the land, as binding upon the Grantee, his heirs

and assigns for a period of Twenty (20) years from the date hereof; Said premises

are to be used for strictly private residential purposes only and for no business

purposes whatsoever; no building shall be built or maintained upon said premises

except a one-family dwelling house, the first cost of which shall not be less than

Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front

on Sunset Road, together with usual outbuildings appurtenant to such a dwelling;

no building shall be erected or maintained within ten (10) feet of any boundary
Line without consent of the adjoining land owner; any garage or any other building whatever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer house, or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, H. BENJAMIN LOCKWOOD have hereunto set hand and seal the 3rd day of January, A. D. 1927.

Witness, sealed and delivered
in presence of

Robert B. Lockwood

Brotheress F. Rosebottom

STATE OF CONNECTICUT

COUNTY OF NEWFIELD

On said. Sund Beach

Judy 3, A. D. 1927.

Personally appeared H. Benjamin Lockwood signor and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

[Notary Seal]

A. D. Stanton, Notary Public.

Received for record Jan. 17, 1927 at 9:40 A. M. and recorded by.

Town Clerk.

THE AGREEMENT made the 24th day of May A. D. 1926 between the Maple Corporation of Greenwich, Conn. party of the First Part, and Miss Lucille Lockwood of the same place party of the Second Part:

WITNESSETH, That the said party of the First Part has letten, and by these presents does grant, demise, and to farm let unto the said party of the Second Part,

The apartment comprising the western half of the first floor of the Fairfield House, Greenwich, Conn., to be used for the business that she is now engaged in at 49 West Putnam Avenue, for the term of two years from the first day of August, A. D. 1926 to the first day of August, A. D. 1928 at the total rent or sum of Thirty-six Hundred Dollars to be paid as follows, viz:

One hundred twenty-five dollars on signing of lease

and one hundred twenty-five on the first day of each month during the first year of lease

and one hundred seventy-five on the first day of each month during the second year of this lease.

the party of the Second Part hereby agreeing to pay all charges for telephone, gas or electric light, during said term, in addition to said rent.

AND it is further agreed that if any rent shall be due and unpaid, ten days after same shall become due and payable or if default shall be made in any of the covenants herein contained, then this lease shall thereupon by virtue of this express stipulation herein expire and terminate, and the party of the First Part may at any time thereafter, re-enter said premises and the same have and possess as of its former estate; and without such re-entry may recover possession thereof in the manner prescribed by the statute relating to Summary Process; it being understood that no demand for the rent, and no re-entry for condition broken as at common law, shall be necessary to enable the lessee to recover such possession pursuant to said statute relating to Summary Process, but that all right to any
time or demand and it further agrees that the waiver by the Grantor of any default shall not be considered as a waiver as to any future performance.

IN WITNESS WHEREOF, IT, The M T M Land Corporation has caused its name and corporate seal to be hereunto affixed the 1st day of April A. D. 1937.

The condition of this deed is as follows: that whereas the said Grantor is justly indebted to the said Grantee in the sum of FIFTY THOUSAND ($50,000.00) Dollars, as evidenced by its promissory note for that amount of even date herewith, payable to said Grantee at its office in the Town of Greenwich, Connecticut, on demand with interest at the rate of 6% per cent. per annum, payable half-yearly in advance on the first day of every June and December, making the date of said note until the entire principal sum thereof has been fully paid, together with all lawful taxes which may be assessed against the premises heretofore described and the principal sum of said note, and insurance premiums, and together also with the reasonable fees of the attorney of the holder of said note in any proceeding instituted to foreclose this mortgage and in any action instituted to enforce the payment of this note, provided such proceeding or such action be prosecuted upon in default.

The whole of said indebtedness, both principal and interest, shall become due and payable at the option of the holder, upon the sale or conveyance of the premises heretofore described or any part thereof, or upon default for a period of thirty days in the payment of any installment of interest or in the payment of taxes or assessments on the principal sum of said note or the premises heretofore described, or in the payment of premiums on fire insurance policies affecting said premises for the protection of the holder of said note.

NOW, THEREFORE, if said note shall be sold and truly paid according to its tenor, and the said Grantor shall also pay to said Grantee, when requested, all money by it expended for insurance and taxes on the aforesaid premises, or any part thereof, then this deed shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED

[Signature]

M T M Land Corporation

By: Edward L. Tracy

President

Joseph H. Miller

Treasurer

State of Connecticut

County of Fairfield

Town of Greenwich

April 1st, A.D. 1937.

 Personally appeared The M T M Land Corporation, acting herein by Edward L. Tracy, and Joseph H. Miller, its President and Treasurer, respectively signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed and the free act and deed of said corporation, before me.

J. Stanley Finney, Notary Public.

Received for record Apr. 22, 1927 at 4:50 P. M. and recorded by

Town Clerk.

To all people to whom these presents shall come: GREETINGS.

Whereas, I, N. Benjamin Lucknow, of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut did, by deed dated July 21, 1926 and recorded in the Greenwich Land Records in Book 218 at page 585, convey unto A. Piatti, of
said town of Greenwich, a tract of land situated at Sound Beach, known as lot 98 on "Plat No. 2 of Shore Acres Inc." wherein is now filed in the Town Clerk's Office of said Town of Greenwich, and

WHEREAS it was the intention of me, the said Grantor to convey unto the said A. Platti an appurtenant to said lot certain above privileges.

NOW THEREFORE, Know ye that I, in consideration of the premises and of One Dollar ($1) and other valuable considerations received to my full satisfaction of A. Platti to give, grant, bargain, sell and confirm unto the said A. Platti, the right to use in common with others the waters of Long Island Sound in Greenwich Cove on the shore of Shore Acres from Shore Acres Drive to Meadow Road, which right shall be appurtenant to said lot #88 now owned by the Grantees.

TO HAVE AND TO HOLD the above granted and bargained right with the appurtenances thereof unto her the said Grantees, her heirs and assigns forever, to her and their own proper use and behoof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of April A. D. 1927.

Signed, sealed and delivered in presence of:

Dorothea M. Rosebottom

1. A. Clinton

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Benjamin Lockwood, L. A.

Note: The document contains a typewritten text with some handwritten notes and corrections. The text appears to be a legal document pertaining to the transfer of property rights and privileges.
this note, provided such proceeding or such action be predicated upon a default. The whole of said indebtedness, both principal and interest shall become due and payable at the option of the holder, upon the sale or conveyance of the premises hereinafter described or any part thereof, or upon default for a period of thirty days in the payment of any installment of interest or in the payment of taxes or assessments on the principal sum of said note or the premises hereinafter described, or in the payment of premiums on fire insurance policies affecting said premises for the protection of the holder of said note.

NOW, THEREFORE, if said note shall be well and truly paid according to its tenor, and the said grantor shall also pay to said Grantor, when requested, all moneys by it expended for insurance and taxes on the aforesaid premises or any part thereof, then this deed shall be void, otherwise to remain in full force and effect.

Signed, Sealed and Delivered
in presence of:

William S. Hirschberg
Mary A. Reynolds

STATE OF CONNECTICUT
County of Fairfield
In the Town of Greenwich
September 29, A.D. 1929.

Personally appeared CLARA V. YOUNG signer and seal of the foregoing instrument
and acknowledged the same to be her free act and deed, before me.

William S. Hirschberg, Notary Public.

Received for record Sep. 29, 1929 at 4:06 P.M., and recorded by-

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT N. BENJAMIN LOCKWOOD of Sound Beach, Town of Greenwich, State of Connecticut; and County of Fairfield

for the consideration of One ($1.00) Dollar

received to my full satisfaction of ARTHUR J. HASELMAAN of Scarsdale New York State

DO GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said ARTHUR J. HASELMAAN all that certain piece, parcel or tract of land situated at Sound Beach, so-called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as lot numbered thirty-three (33) from Revised Map #2 of Shore Acres, Incorporated, which is now owned by A. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purpose whatsoever, the size can not be larger than 8x16 feet; this runs with the restrictions as below.

Including the right to use in common with others the water of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Aire Drive to Keddie Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto him the said grantee, his heirs and assigns forever to him and their own proper use and behoof. And also I the said grantor do for myself, my heirs, executors and administrators covenant with said grantee his heirs and assigns that at and until the enrolling of these presents I am well raised of the premises as a good indefeasible estate, in fee simple, and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free
BOOK 221 MISCELLANEOUS

from all encumbrances whatsoever.

AND FURTHERMORE I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND INDEMNIFY the above granted and bargained premises to & the said grantee his heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantee, his heirs and assigns, for a period of Twenty (20) years from the date hereof; Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-Five Hundred ($850) Dollars and which dwelling house shall face or front on Sunset Road, together with usual outbuildings appertaining to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow is allowed to be built on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building, and erection of buildings on said premises.

IN WITNESS WHEREOF, L. BENJAMIN LOCKWOOD have hereunto set hand, and seal the 10th day of Aug., A.D. 1925.

Signed, Sealed and Delivered in presence of

Deborah J. Mosesbottom

L. Benjamin Lockwood L.B.

Harry C. Pratt

State of Connecticut } as Sound Beach
County of Fairfield } Aug 11th, A.D. 1925.

Personally appeared L. Benjamin Lockwood signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

(Notary Seal)

Harry C. Pratt, Notary Public.

Received for record Sep. 30, 1925 at 9:00 A.M. and recorded by

Town Clerk.

CERTIFICATE AS TO REAL ESTATE

STATE OF CONNECTICUT } ss., Probate District of Greenwich,
COUNTY OF FAIRFIELD

THIS IS TO CERTIFY THAT George Lake of the town of Greenwich, in said District, died on the 5th day of September 1925, in said Greenwich that said deceased was the owner of real estate located in the said Town of Greenwich, that said deceased left a will.

Greenwich, Connecticut, September 24, 1925

Certified by

Francis B. Sanford

Charles D. Lockwood Executors
To all People to Whom these Presents Shall Come, Greeting:

Know Ye, that We, FRANK R. CANTELMO and EILEEN M. SCHaub of the Town of Greenwich, County of Fairfield and State of Connecticut herein designated as the Grantors, for the consideration of ONE ($1.00) DOLLAR received to the full satisfaction of the Grantors, from CHARLES OTTON and PENELOPE OTTON herein designated as the Grantees, do hereby give, grant, bargain, sell and convey to the Grantees and to the Survivor of them and to such survivor's heirs and assigns forever:

ALL that certain piece, parcel or tract of land, together with the buildings thereon, situated in the Town of Greenwich, County of Fairfield and Date of Connecticut, and bounded and described as follows:

NORTHERLY: 170 feet by land now or formerly of Robert Weeks, Jr. and Catherine S. Weeks
EASTERNLY: 102.55 feet by Sound Beach Avenue
SOUTHERLY: 170.03 feet by Kefferam Road and
WESTERNLY: 106.16 feet more or less by land now or formerly of Virginia H. Fitzgerald.

Said premises being known and designated as the major portion of lots numbered 3 and 5 and all of lot number 4 as shown and delineated on a certain map entitled, "Revised Map No. 2 Shore Acres, Inc., Greenwich, Sound Beach, Connecticut E. Benj. Lockwood and John F. Ryan" which map is on file in the office of the Town Clerk of the Town of Greenwich by map number 906.

Together with such rights as the grantors may have to use together with others a certain beach located at the westerly end of Kefferam Road, and any accessway thereto.

Said premises are conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law, inclusive of zoning, planning and building laws, rules and regulations as established in and for the Town of Greenwich.
2. Taxes of the town of Greenwich becoming due and payable.
3. Sewer assessments, if any, becoming due and payable.
4. Restrictive covenants and agreements set forth in the following deeds of record:
   - Executor's Deed recorded in Book 192 at Page 234; Warranty Deed recorded in Book 192 at Page 232; Warranty Deed recorded in Book 213 at Page 301; and Warranty Deed recorded a Book 220 at Page 136.
To have and to hold the premises hereby conveyed, with the appurtenances thereof, unto the Grantees and unto the Survivor's heirs and assigns forever, to their proper use and behoof; and the Grantors do for themselves, their heirs, successors and assigns covenant with the Grantees, and with the survivor of them and with such survivor's heirs and assigns, that the Grantors are well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to grant and convey the same in manner and form as herein written and the same are free from all encumbrances whatsoever, except as herein stated.

And Furthermore, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantees and to the survivor of them and to such survivor's heirs and assigns against all claims and demands whatsoever, except as herein stated.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the gender or number as the test of the within instrument may require.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, of a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be affixed hereto, this 15th day of June 2016.

signed, sealed and delivered in the presence of

[Signatures]

STATE OF CONNECTICUT

SS: Greenwich

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 15th day June 2016 Frank R. Cantelmo and Eileen M. Schaub as their free act and deed.

[Signature]

Commissioner of the Superior Court
Know all Men by these Presents, That E. BENJAMIN LOCKWOOD, of the Town of Greenwich, County of Fairfield, State of Connecticut,

for the consideration of One (1) Dollar and other valuable consideration, received to my full satisfaction of ROBERT B. LOCKWOOD, of Sound Beach, Town of Greenwich, County of Fairfield, State of Connecticut,

do by these Presents, remise, release, and forever Quit Claim unto the said ROBERT B. LOCKWOOD all right, title, interest, claim, and demand, whatever, which I the said Releesee have or ought to have in or to all that certain tract of land, situated at Sound Beach, Town of Greenwich, Fairfield County, State of Connecticut, known and designated as Lot Numbered Eight, (8) on a certain map entitled "Revised Map of Lots 8 & 9 of Shore Acres, now owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size shall be not larger than 25 x 25 feet, this runs with the restrictions.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

Said parcel of land above conveyed being subject to the zoning regulations of the Town of Greenwich, and said on condition that the releases pay for all sewer and town taxes that are now or hereafter assessed against said lot number Eight (8).

Garage shall be erected on the south side of lot #8, if any.

"Revised Map of Lots 8 & 9 at Shore Acres, Sound Beach, Connecticut, surveyed and certified substantially correct by H. A. Parsons, O. E. Hoitk, Connecticut, November, 1930.

To have and to hold the premises, with all the appurtenances, onto the said Releesee forever, so that neither I, the said Releesee nor my heirs, nor any person under me or them, shall hereafter have any claim, right, or title in or to the premises, or any part thereof, but therefrom I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this day of December, A. D. 1930.

[Signature]

E. Benjamin Lockwood

George B. Frank

episubby

Dorothy P. Rossbottom

STATE OF CONNECTICUT,
FAIRFAX COUNTY,

Personally appeared, E. Benjamin Lockwood,

December 1st, A. D. 1930.

of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

[Signature]

A. W. Bold, Notary Public.
mation of their tenancy, in as good condition as they now are in, ordinary wear, fire, and other unavoidable casualties excepted.

PROVIDED FURTHER, and it is further agreed that if the said lessee shall neglect to pay the rent 10 days after the same shall become due and payable or if said lessee or their executors, administrators or assigns, shall assign this lease, or undervalue, or otherwise dispose of the whole or any part of said demised premises, or make any alterations therein, without the consent of the lessor in writing, or shall commit waste, or suffer the same to be committed on said premises, or injury of misuse the same, then this lease shall thereby expire and be determined, and it shall be lawful for said lessor at any time thereafter, without demand or notice, to re-enter into said premises, and the same to have and re-possess as his former estate, and all notice under the Statutes of Summary Process of Connecticut, or the alterations thereof, is hereby expressly waived. The Lessee agree to pay the water tax and electric light. The lessor agrees to extend the above lease for a period of three (3) years from February 1, 1926 under the same rent and conditions as above providing the lessee give him 90 days notice in writing. The lessor agrees to conduct a grocery store next door to said property during this lease.

IN WITNESS WHEREOF, we have hereunto interchangeably set our hands and seals, this 1st day of February A.D. 1924.

Signed, sealed and delivered in presence of

Wm. C. Rongee
Ethel M. Davidson

STATE OF CONNECTICUT
Fairfield County

February 1st, A.D. 1924.

Personally appeared MICHAEL CASTIGLIONE, JOHN SMOLKOWSKI and ALEXANDER TOMCZYK signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

(Notary Seal)

Wm. C. Rongee, Notary Public.

Received for record Oct. 14, 1924 at 4:30 P.M. and recorded.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: Greetings:

KNOW YE, THAT SHORE ACRE INCORPORATED, a corporation organized and existing under the laws of the State of Connecticut, by E. Benjamin Lockwood, its Treasurer, hereby duly authorized for the consideration of One ($1.00) Dollar received to it's full satisfaction of GERTRUDE T. FOX, of the City of New York and State of New York, DO GIVE, GRANT, HARGAIN, BELL AND CONFIRM unto the said GERTRUDE T. FOX, ALL that certain piece, parcel or tract of land, situated at Sound Beach, so-called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot Numbered Fifty-five (55) on map entitled "Revised Map No. 2 of Shore Acres, Inc., owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the garage, if built, to be placed on the southwest corner of said lot. All buildings to be kept 10 ft. from Shore Acres Drive.

The right to use in common with other residents of Shore Acres any shore front
property or beach that may be hereafter developed is hereby granted.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto her the said grantee her heirs and assigns forever, to her and their own proper use and benefit. And also it the said grantor does for itself its successors and assigns covenant with the said grantee her heirs and assigns that at any time until the surrender of these presents, it is well used of the premises, as a good indefeasible estate in fee simple and have right to bargain and sell the same, in manner and form as is above written, and that the same is

free from all incumbrances whatsoever.

AND FURTHERMORE it the said grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to her the said grantee her heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the grantee, her heirs and assigns, for a period of Twenty (20) years from the date hereof; Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one family dwelling house, the first floor of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on North Street together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owners; any garage or any other building whatsoever built or maintained on said premises shall be at least sixty (60) feet from North Street in front thereof; no dwelling house of a type known as summer bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of said or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

In Witness WHEREOF the said Shore Acres, Incorporated, by its Treasurer hereunto set its corporate name and affixed its seal the 4th day of Oct. A.D. 1924.

Signed, Sealed and Delivered

In presence of

Shore Acres, Incorporated ( Seal)
By E. Benjamin Lockwood — T.M.

Dorothy F. Readbottom
Its Treasurer

A. M. Boles

Signed, Sealed and Delivered

State of Connecticut

County of Fairfield

[Seal]

Oct. 4th, A.D. 1924.

Personally appeared Shore Acres, Incorporated, by E. Benjamin Lockwood, its Treasurer, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of the said Shore Acres, Incorporated, before me.

[Seal]

A. M. Boles, Notary Public.

Received for record Oct. 14, 1924 at 4:36 p.m. and recorded by

Town Clerk.
Volena Smith
Anne M. Magillwray
STATE OF NEW YORK
COUNTY OF WESTCHESTER
CITY OF WHITE PLAINS

I, CHARLES J. P. DECKER, Clerk of the County of Westchester, and also Clerk of the Supreme and County Courts in and for the said County, the same being Courts of Record, DO HEREBY CERTIFY, that R. O. Holmes whose name is subscribed to the deposition or certificate of the person or acknowledgement of the same instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgement, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of Civil State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances of land, tenements or hereditaments in said State of New York, and further, that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to said deposition or certificate or proof or acknowledgement is genuine.

IN VESTIMENTUM, I have hereby set my hand and affixed the seal of the said Courts and County, the 17th day of May 1829.

(Seal)
Charles J. P. Decker, Clerk
Received for Record May 26, 1829 at 9:08 A.M., and recorded here.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:
KNOW YE, THAT E. Benjamin LOCKWOOD OF Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield
For the consideration of One ($1.00) Dollar
Received to my full satisfaction of CHARLES F. MANSFIELD OF Greenwich, Town of Greenwich, County of Fairfield and State of Connecticut
DO GIVE, GRANT, HARGAIN, BUY AND CONFIRM unto the said CHARLES F. MANSFIELD, All that certain piece, parcel or tract of land, situated at Sound Beach, so-called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated an lot numbered fifty-six (56) from "Revised Map #2 of Shore Acres," Incorporated, which is now owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 20 x 20 feet, this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.
TO HAVE AND TO HOLD, the above granted and bargained premises, with the appurtenances thereto unto him the said grantee his heirs and assigns forever, to him and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators covenant with said grantee his heirs and assigns, that I and until the onsaling of these premises, I am well seized of the premises, as a good indefeasible estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

Said parcel of land above conveyed being subject to the zoning regulations of the Town of Greenwich,

AND FURTHERMORE, I, the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee his heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantor, his heirs and assigns, for a period of Twenty (20) years from the date hereof; Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred (8500) Dollars and which dwelling house shall face or front on North Street, together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of roads or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, E. Benjamin Lockwood have hereunto set his hand and seal the 22 day of May A. D. 1929.

Signed, Sealed and Delivered
in presence of

Dorothy Rossbottom

E. Benjamin Lockwood (L.S.)

STATE OF CONNECTICUT
County of Fairfield

as, Greenwich Sound Beach May 22, A. D. 1929.

Personally appeared E. Benjamin Lockwood signer and sealer of the foregoing instrument, and acknowledged the same to be free and void, before me.

(Rotary Seal)
A. B. Shapton, Notary Public.

Received for Record May 22, 1929 at 9:20 A.M. and recorded by:

[Signature]
Town Clerk.

This is the M.C. CORPORATION, a corporation organized and existing under the laws of the State of New York, and having its principal office and place of business at No. 40 Wall Street, in the Borough of Manhattan, City, County and State of New York,
Know all Men by these Presents, That I, E. BENJAMIN LOCKWOOD, of the
Town of Greenwich, County of Fairfield, State of Connecticut,

for the consideration of One (1) Dollar and other valuable considerations,
received by my full satisfaction of AUGUST DANKEN of Town of Greenwich, County of Fairfield,
State of Connecticut,

by these Presents, remise, release, and forever Quit Claim unto the said AUGUST DANKEN,

all right, title, interest, claim, and demand, whatever, which I the said Releaser have or ought to
have in or to all that certain tract of land situate in Sound Beach, Town of Greenwich, Fair-
field County, State of Connecticut, known and designated as lot numbered Fifty-three (53)
on a certain map entitled Revised Map of Portion of Shore Acres, Incorporated, now owned by
E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich,
reference thereto being bad for a more particular description of said lot,

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent,
also when a sign is being placed on the property, either for sale or for rent, or any other
purposes whatsoever, the size can not be larger than 80 ft. wide, this runs with the restric-
tions. Including the right to use, in common with others, the waters of Long Island Sound,
in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road,
said parcel of land above conveyed being subject to the zoning regulations of the Town of
Greenwich, and sold on condition that the releases pay for all sewer and town taxes that
are now or hereafter assessed against said lot number Fifty-three (53).

To have and to hold the premises, with all the appurtenances unto the said Releaser, his heirs and assigns
forever, so that neither I the said Releaser nor my heirs nor any person under me
or them, shall hereafter have any claim, right, or title in or to the premises, or any part thereof, but there from
I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 7th
day of October,
A. D. 1930.

[Signature]

E. Benjamin Lockwood (Seal)

Before me, personally appeared, E. BENJAMIN LOCKWOOD

in the foregoing instrument, and acknowledged the same to be his free act and deed before me.

[Signature]

A. B. Stanton

Notary Public
BOOK 279 MISCELLANEOUS

R. Henderson, its Second Vice President and H. D. Holt, its Assistant Treasurer, signers and sealers of the foregoing instrument, who acknowledged the same to be their free act and deed, and the free act and deed of said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, before me:

(Notary Seal)

Letterhead: Grace Rothacker, Notary Public.

STATE OF NEW YORK

COUNTY OF NEW YORK

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, do hereby certify, that Grace Rothacker, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 19 day of March, 1926.

(Seal)

WILLIAM T. COLLINS, Clerk.

Received for Record Apr. 1, 1926 at 12:00 P. M., and recorded by:

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT R. BENJAMIN LOCKE of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield,

for the consideration of One ($1.00) Dollar received to my full satisfaction of WILLIAM R. BOLTON & ANNA R. BUCHANAN BOLTON of New York City, State of New York,

DO GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said WILLIAM R. BOLTON & ANNA R. BUCHANAN BOLTON, All that certain piece, parcel or tract of land, situated at Sound Beach, described in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as lot numbered Fifty-one (51) from Revised Map #2 of Shore Acres, Incorporated, Greenwich, Sound Beach, Connecticut, now on file in the office of the Town Clerk in said Town of Greenwich, reference the said lot being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purpose whatsoever, the sign cannot be larger than 8½ x 2½ feet, this runs with the restrictions as below. Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto the said grantee, their heirs and assigns, forever to themselves and their own proper use and behoof. And also I, the said grantor do for myself,
BOOK 279 MISCELLANEOUS

my heirs, executors and administrators covenant with the said grantee their heirs and assigns, that at and until the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple and have good right to bargain and sell the same, in manner and form as is above written and that the same is free from all incumbrances whatsoever.

Said parcel of land above conveyed being subject to the zoning regulations of the Town of Greenwich.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantee their heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the Grantee, his heirs and assigns, for a period of Twenty (20) years from the date hereof; Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever, no building shall be built or maintained upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on North Street together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building and erection of buildings and attachments on said premises.

IN WITNESS WHEREOF, E. BENJAMIN LOCKWOOD, have hereunto set my hand and seal the 27th day of March, A. D. 1930.

Signed, Sealed and Delivered

in presence of

Dorothy F. Rossbottom
Dorothy B. Scully

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

E. Benjamin Lockwood (L. S.)

March 26th, A. D. 1930.

Personally appeared E. BENJAMIN LOCKWOOD, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

(Notary Seal)

A. B. Stanton, Notary Public.

Received for Record Apr. 1, 1930 at 4:51 P. M. and recorded by-

Town Clerk.

KNOW ALL MEN BY THESE PRESENTS

THAT THE FORT CHESTER LUMBER COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of New York, with its principal place of business in the Village of Fort Chester, Town of Rye, County of Westchester and State of New York, acting herein by Joseph Sits, its Vice-President, does hereby release and discharge a certain mechanics lien against Harri Petersen, dated January
Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, or conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public and verify that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 20th day of Dec. 1926.

(Seal)

James A. Jonegan, Clerk.

Received for record Jan. 5, 1926 at 4:30 P. M. and recorded by

[Signature]

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT E. BENJAMIN LOCKWOOD, of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield

for the consideration of One ($1.00) Dollar

received to my full satisfaction of Arthur B. and Alice B. Nichols, Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM, unto the said Arthur B. & Alice B. Nichols, All that certain piece, parcel or tract of land, situated at Sound Beach so called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as lot numbered Fifty-seven (57) from Revised Map No. 2 of Shore Acre, Incorporated, which is now owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference here-to being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 50x25 feet, this runs with the restrictions as below.

Including the right to use in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acre, from Shore Acre Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto them the said grantees their heirs and assigns forever, to them and their own proper use and behoof. And also I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantees their heirs and assigns, that at and until the enrolling of these presents, I am well seized of the premises as a good indefeasible estate, in fee simple and have good right to bargain and sell the same in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs and assigns forever to SANGUANT AND DEFEND the above granted and bargained premises to the said grantees their heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the grantees, heir and assigns, for a period of Twenty (20) years from the date hereof; said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained...
upon said premises except a one-family dwelling house, the first cost of which shall not be less than Eighty-five Hundred ($8500) Dollars and which dwelling house shall face or front on North Street together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; any garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer Bungalow or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, E. Benjamin Lockwood have hereunto set my hand and seal the 2nd day of January A. D. 1926,

Signed, Sealed and Delivered
in presence of

Dorothy G. Houdet
A. E. Stanton
State of Connecticut
County of Fairfield

Personally appeared E. Benjamin Lockwood signer and executors of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Received for record Jan. 7, 1926 at 910 A. M. and recorded by

Town Clerk.

NOW ALL MEN BY THESE PRESENTS, THAT I, FREDERICK A. HYATT, formerly of the town of Greenwich, County of Fairfield and State of Connecticut, now of Pierre, South Dakota,

For the consideration of Nine Hundred ($900) Dollars

received to my full satisfaction of AURELIA M. HYATT, of said Town of Greenwich, do by these presents remise, release and forever QUIT CLAIM unto the said AURELIA M. HYATT all right, title, interest, claim and demand whatever I, the said RILEAGOR have or ought to have in or to:

All the real estate, situated in said Town of Greenwich, fully and definitely described in a certain mortgage deed from Benjamin F. Hyatt to Adelaide B. Finch for Nine Hundred ($900) Dollars, dated October 20, 1886 and recorded in the Greenwich Land Records in Book 57 Page 20 to which mortgage deed reference is hereby made for a more particular description of said real estate, together with the note in said mortgage deed described. Said mortgage and the note thereby secured were assigned to the releasor by said Adelaide B. Finch by deed dated August 19, 1915 and recorded in said Land Records in Book 140 Page 405.

Meaning and intending hereby to fully sell, assign, transfer and set over unto the release said mortgage and the note thereby secured and all sums due and to grow due thereon,

TO HAVE AND TO HOLD the premises, with all the appurtenances, into the said releasor her heirs and assigns, forever, so that neither I the said RILEAGOR nor my heirs...
BOOK 242 MISCELLANEOUS

Received for Record July 30, 1927 at 10:57 A.M. and recorded by:

Town Clerk.

TO ALBREHT TO WHOM THESE PRESENTS SHALL COME, GREETING:

NOW WE, THAT E. BENJAMIN LOCKWOOD, of Sound Beach, Town of Greenwich, State of Connecticut, County of Fairfield

for the consideration of One ($1.00) Dollar

received to my full satisfaction of HARVEY B. ADAMS of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut,

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said HARVEY B. ADAMS, all that certain piece, parcel or tract of land situated at Sound Beach, so called in the

Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as lot numbered Forty-nine (49) from Recorded Map #2 of Shore Acres, Incorporated, which is now owned by E. Benjamin Lockwood, now on file in the office of the

Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot.

It is further agreed that the said lot or lots shall be graded similar to the

lots adjacent, also when a sign is being placed on the property, either for sale

or for rent, or any other purposes whatsoever, the size can not be larger than 50' x 250 feet, this runs with the restrictions as below.

Including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto her the said grantee her heirs and assigns forever, to her and

their own proper use and benefit, and also to the said grantor, do for myself, my

heirs exeutors and administrators covenant with said grantee her heirs and assigns, that at and until the conveyance of these presents, I am well seized of the premises,

as a good indefeasible estate in fee simple and have good right to bargain and

sell the same, in manner and form as is above written, and that the same is free

from all incumbrances whatsoever.

Said parcel of land above conveyed being subject to the zoning regulations of the

Town of Greenwich.

AND FURTHERWISE, I, the said grantor do by these presents bind myself and my

heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to her the said grantee her heirs and assigns against all claims and demands whatsoever.

This deed is delivered and accepted upon the following express covenants and

restrictions, which are to run with the land and be binding upon the grantee, his

heirs and assigns, for a period of Twenty (20) years from the date hereof; Said

conveyed premises are to be used for strictly private residential purposes only, and

for no business purposes whatsoever; no building shall be built or maintained upon

said premises except a one family dwelling house, the first cost of which shall not

be less than Eighty-Five Hundred ($8500) Dollars and which dwelling house shall face

or front on North Street together with usual outbuildings appurtenant to such a

dwelling; no building shall be erected or maintained within ten (10) feet of any

boundary line without the written consent of the adjoining land owner; any garage

or any other building whatsoever built or maintained on said premises shall be

at least fifty (50) feet from the highway in front thereof; no dwelling house of a type

known as summer Bungalow or only one story in height shall be built or maintained.
on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt soil or gravel shall be removed from said premises for the purpose of sales or for any purpose whatsoever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF, I, N. BENJAMIN LOCKWOOD have hereunto set my hand and seal the 7th day of July A. D. 1927.

Signed, Sealed and Delivered in presence of

E. Benjamin Lockwood (L.S.)

Chris A. Basset

STATE OF CONNECTICUT

County of Fairfield

Personally appeared N. Benjamin Lockwood signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

[Signature]

A. F. Smalley, Notary Public

Received for Record Aug. 1, 1927 at 8:15 A. M. and recorded by

[Signature]

Town Clerk.

CERTIFICATE AS TO REAL ESTATE

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

THIS IS TO CERTIFY THAT James B. Kent of the town of Greenwich, in said District, died on the 26th day of June 1927, at said Greenwich that said deceased was the owner of real estate located in the said Town of Greenwich, and that said deceased left an estate.

Greenwich, Connecticut, August 1, 1927

Certified by

[Signature]

Mary L. Kent, Administrator

Received for Record Aug. 1, 1927 at 9:47 A. M. and recorded by

[Signature]

Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME.

KNOW YE, That WE, LEON W. WIGGIN and MELIA M. WIGGIN, husband and wife, married after 1877, of Shanesville Village, Andover, State of Massachusetts,

For the consideration of ONE ($1.00) DOLLAR and other considerations, received to our full satisfaction of CHARLES B. ADAMS, of Sound Beach, Town of Greenwich, County of Fairfield and State of Connecticut,

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said CHARLES B. ADAMS All that certain piece, parcel or tract of land situated at Sound Beach, so-called, in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated at lot #60 on map entitled, "Revised Map #2 of Shore Acres, Inc., owned by N. Benjamin Lockwood", now on file in the office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said lot, together with the buildings and improvements thereon.

Said lot #60 is bounded, Northerly 139.11 feet by lot #61 as shown on said map; Easternly 38.80 feet by land of Mary Frances McGarry and 20.37 feet by lot #7 as shown on said map; Southerly 124.47 feet by lot #49 as shown on said map and Westernly by North Street, as shown on said map, 60.01 feet.

Together with all right, title and interest in and to North Street in front of and
Know all Men by these Presents, That I, E. BENJAMIN LOCKWOOD of Town of Greenwich, County of Fairfield, State of Connecticut

for the consideration of One (1) Dollar and other valuable considerations, received to my full satisfaction of CARL J. MORRIS of Cos Cob, Town of Greenwich, County of Fairfield, State of Connecticut.

do by these Presents, remise, release, and forever Quit Claim unto the said CARL J. MORRIS all right, title, interest, claim, and demand, whatever, which the said Releaser have or ought to have in or to

All that certain tract of land situated in Old Greenwich, Town of Greenwich, Fairfield County, State of Connecticut, known and designated as lot numbered Forty-eight (48) on a certain map entitled, "Revised Map No. 8, Shore Acres, Incorporated, Greenwich, Sound Beach, Conn., E. Benjamin Lockwood and John P. Ryan", made by Webb and Swenson, Civil Engineers, Stamford, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot. File #306.

It is further agreed that the said lot or lots shall be graded similar to the lots adjacent, also when a sign is being placed on the property, either for sale or for rent, or any other purposes whatsoever, the size can not be larger than 25 x 50 feet, this runs with the restrictions.

including the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road.

Said parcel of land above conveyed being subject to the zoning regulations of the town of Greenwich, and said on condition that the releases pay for all sewer taxes that are now or hereafter assessed against said lot numbered Forty-eight (48) including town taxes.

To have and to hold the premises, with all the appurtenances, unto the said Releasee and assigns forever, so that neither I, nor the said Releaser nor my heirs, nor any person under me or them, shall hereafter have any claim, right, or title in or to the premises, or any part thereof, but there from I am said they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 23rd, day of May, A. D. 1932,

E. Benjamin Lockwood

Dorothy F. Hoobbuttom

A. E. Stanton

STATE OF CONNECTICUT, Fairfield County,

Town of Greenwich

Personally appeared, E. BENJAMIN LOCKWOOD

Signer and Sealer

of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Received for Record, May 27, 1932

A. E. Stanton

Notary Public.
BOOK 211 MISCELLANEOUS

Received for record Sep. 10, 1924 at 8:30 a.m. and recorded by

Town Clerk.

Greeneh, Connecticut, September, 1924.

In consideration of one (1) Dollar and other good and valuable considerations, received to our full satisfaction of THOMAS BARRNETT, esq. EKKEST N. FOSSUM and CARL C. JENSEN agree to accept THOMAS BARRNETT as the Assignee of a ceeain lease from us namely; EKKEST N. FOSSUM and CARL C. JENSEN, dated March 1st, 1923, and recorded in Book 201 at Page 373 of the Greenwich Land Records, in the place of the present lessee, LUCI D. WHALEN. With this exception, namely, that in any time after March 1st, 1928, we desire the said premises that the said Assignee will vacate upon ninety (90) days notice. This clause to take the place of the clauses in said Lease pertaining to vacating with the purpose of erecting a building, IN WITNESS WHEREOF: We have hereunto set our hands and seals this 4th day of September, A. D. 1924 before me.

Wm. H. Brottman

Notary Public.

Ernest Fossom

Carl C. Jensen

Greenwich, Connecticut, September, 1924.

In consideration of one (1) Dollar, and other good and valuable considerations, I the undersigned, LUCI D. WHALEN hereby assign to THOMAS BARRETT, whatever interest, I have in and to a certain Lease between EKKEST N. FOSSUM and CARL C. JENSEN, dated March 1st, 1923, and recorded in Book 201 at Page 373 of the Greenwich Land Records.

LUCI D. WHALEN

Received for records Sep. 10, 1924 at 10:13 A. M. and recorded by

Greeneh, Connecticut, September, 1924.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: GREETINGS:

Know ye, THAT SHORE ACRES, INCORPORATED, a corporation organized and existing under the laws of the State of Connecticut, by E. Benjamin Lockwood, its Treasurer, hereunto duly authorized for the consideration of one (1.00) Dollar received to its full satisfaction of MALACHY & DELLA M. MAHER, husband and wife, of the Town of Greenwich, County of Fairfield and State of Connecticut,

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said MALACHY & DELLA M. MAHER all that certain piece, parcel or tract of land, situated at Sound Beach, so called in the Town of Greenwich, County of Fairfield and State of Connecticut, known and designated as Lot Numbered Six (6) on map entitled "Revised Map No. 2 of Shore Acres Inc." owned by E. Benjamin Lockwood, now on file in the office of the Town Clerk in said Town of Greenwich, reference thereto being had for a more particular description of said lot. Together with the right to use the private roads shown on the above entitled map in so far as the same may be necessary or convenient in passing to and from the premises hereby conveyed to and from the waters of Greenwich Cove.

It is further agreed that the said lot or lots shall be graded similar to the lot, adjacent.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto them the said grantee, their heirs and assignes forever, to and their own proper use and behoof. And also it the said grantor does for itself and its successors and assignes covenant with the said grantee their heirs and assigns, that at and until the assembling of these presents it is well galled of the pre-
this deed is delivered and accepted upon the following express covenants and restrictions, which are to run with the land and be binding upon the grantee, their heirs and assigns, for a period of Twenty (20) years from the date hereof; Said conveyed premises are to be used for strictly private residential purposes only and for no business purposes whatsoever; no building shall be built or maintained upon said premises except a one-family dwelling house, the first story of which shall not be less than Eighty-five Hundred ($8500) Dollars and such dwelling house shall face or front on Sound Beach Ave. together with usual outbuildings appurtenant to such a dwelling; no building shall be erected or maintained within ten (10) feet of any boundary line without the written consent of the adjoining land owner; no garage or any other building whatsoever built or maintained on said premises shall be at least fifty (50) feet from the highway in front thereof; no dwelling house of a type known as summer houses or only one story in height shall be built or maintained on said premises; no hedge or fence shall be maintained or built over four (4) feet in height on any of the boundaries of said premises; and no dirt, soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatever except as necessary in the building and erection of buildings on said premises.

IN WITNESS WHEREOF the said Shore Acres, incorporated, by its Treasurer hereto has hereunto set its corporate name and affixed its seal the 10th day of September, A.D. 1924.

Signed, Sealed and Delivered
in Presence of:
William S. Hirschberg
Lacy A. Howard

Shore Acres Incorporated
L. B.
By E. Benjamin Lockwood
its Treasurer

State of Connecticut, County of Fairfield
September 10, A.D. 1924.

Personally appeared Shore Acres, Incorporated, by E. Benjamin Lockwood its Treasurer, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of said Shore Acres, Incorporated, before me, the undersigned Notary Public. I am authorized to take acknowledgments of instruments used in transactions involving the sale of land.

William S. Hirschberg, Notary Public.

Received for record Sep. 10, 1924 at 1:15 P.M. and recorded by:

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know Ye, That I, Anna Hirschberg, of the Town of Greenfield, County of Fairfield and State of Connecticut

For the consideration of Five Thousand ($5,000) Dollars

received to my full satisfaction from the Putnam Trust Company of Greenfield, a corporation organized under the laws of the State of Connecticut and located in the said Town of Greenfield
Exhibit 7
YOUR WATERFRONT
Is Going, Going!

Important Auction Sale
40 RESTRICTED WATERFRONT Plots
Shore Acres - Sound Beach
TOWNSHIP OF GREENWICH, CONNECTICUT
Thursday, July 9th at 2 P.M.
In large tent on property—rain or shine

WILLIAM KENNELLY, Inc.
Real Estate Auctioneers
149 BROADWAY
NEW YORK CITY

Local Agent: B. BENJAMIN LOCKWOOD
Real Estate
Shore Acres Ave. and Park Drive, SOUNDBEACH, CONN. — Phone River Beach 275
Directions to Reach Shore Acres
FROM NEW YORK—BY AUTO
Take Boston Post Road to Greenwich and continue toward Stamford. Turn right on second concrete road after crossing Mianus River. This is Sound Beach Avenue, where trolley turns to go to Sound Beach. Follow the trolley tracks along Sound Beach Avenue direct to property, one mile after leaving Boston Post Road and one-half mile after going under railroad tracks at Sound Beach Station. Property on right-hand side of Sound Beach Avenue.

FROM NEW YORK—BY RAILROAD
See New Haven timetable for trains—train leaving lower level, Grand Central Station, 42nd Street, at 12:03 daylight saving time, is a convenient one. From Grand Central Station ride direct to the Sound Beach Station. Walk or take trolley south along Sound Beach Avenue to property. Property on right hand side of road.

Terms of Sale
10% of Purchase and Auctioneer's Fee at time and place of sale.
15% in fifteen days from date of sale.
15% in thirty days from date of sale upon delivery of deed.
60% may remain on Bond and Mortgage.
the plots direct from him at their own prices. Hence this important auction sale of the most desirable vacant waterfront between Greenwich and Stamford on the exclusive south shore of Connecticut.

If there is a more delightful spot along the entire Atlantic Seaboard than Shore Acres on Greenwich Cove, the writer has yet to see it. And there is no more healthful or convenient location for the commuter anywhere near New York.

Shore Acres overlooks Long Island Sound, affording a view that is superb, and Greenwich Cove, on which Shore Acres fronts for a thousand feet, has ten feet of water at high tide, offering every opportunity for boating, bathing and fishing. The property rises high above the Cove. The land is undulating. The winding streets are shaded by beautiful trees.

WILLIAM KENNELLY, INC. :: Real Estate Auctioneers
419 Madison
NEW YORK CITY
Telephone Hannibal 1820

This is the life! You can enjoy all water sports living right at the waterfront in Shore Acres, Smith's Point near by.

Fourteen attractive homes have already been erected at Shore Acres and four are under construction, all on large plots like those to be sold at auction, from 60 by 130 feet to 112 by 142 feet. Surrounding the property are many magnificent estates with landscaped grounds, some of them costing upwards of $100,000. The owners live in them the year round and commute daily to New York. When you make your home at Shore Acres, Sound Beach, a few of your neighbors will be W. H. Farrell, Edward Binney, Andrew Post, A. B. Raymond, Edward Lucas, George W. Stratton, C. W. Middleton, George E. Marks, James Bliss Coombs, A. M. Hovell, George W. Viare and William J. Johnson.

City water (with hydrants for fire protection), electric lights and telephone are all installed at Shore Acres, in front of every plot, and all streets are owned by the township of Greenwich of which the district of Sound Beach is a part. There can be no assessments
for these improvements and the Greenwich tax rate is only seventeen mills, one of the lowest tax rates in the entire country.

Shore Acres fronts on Sound Beach Avenue, a paved street, and is less than half a mile from the railroad station and the Sound Beach business district. This is only a few minutes' walk, but for your convenience in rainy weather there is a trolley line that will take you direct to the stores, churches and schools or to your train.

Sound Beach is only fifty minutes from New York by clean electric service and there are 46 fast trains daily.

If you play golf the 18-hole course of the Sound Beach Golf and Country Club lies between Shore Acres and the village, very conveniently located for all, as is also the Riverside Yacht Club. There are scores of other clubs and fraternal organizations in Sound Beach, in Stamford, a city of 60,000, two miles away, and in Greenwich itself which is four miles distant. Sound Beach has nine private bathing beaches. Those who ride will enjoy the fifty miles of bridle paths that wind up hill and down dale in all directions through this beautiful country.

The Sound Beach School, close to this property, is considered one of the finest in the state; it has fourteen teachers. Sound Beach has four churches, Congregational, Presbyterian, Catholic and Episcopal. A hundred churches of all denominations can be found in Greenwich and Stamford, a few minutes' drive. It is said that the stores in Sound Beach, Greenwich and Stamford rival those of New York from the standpoint of quality and reasonable prices. Stamford is said to have one of the best and busiest business centres of any city in the East.

Sound Beach has about five thousand population. There are 2,500 commuters from the Sound Beach Railroad Station.
EVERY PLOT A BEACH FRONT PLOT WITH FULL WATER RIGHTS

Because a strip of Beach 10 feet wide and 1,000 feet long is reserved for the full use of all Plot Owners.

Shaded Lots Are Sold

WILLIAM KENNELLY, INC.
NEW YORK CITY

Real Estate Auctioneers
Phone: 110 Second st.

E. BENJAMIN LOCKWOOD
Real Estate—Insurance
Greenacres Pac House.
SOUND BEACH, CONN.
Phone Jones Bros. 214
If any location was ever "made to order" for discriminating and particular homemakers, that location is Shore Acres, Sound Beach. Every lucky bidder at the auction sale on July 9th can rest assured that he will obtain a home location or finer than he could discover by going over the entire New York commuting district with a fine-tooth comb.

A man buying a home is buying something that cannot be measured in terms of money, because a home means more than money, it means more than anything in this world. However, it is a satisfaction to buy a home where living conditions are not only right in every particular, but where real estate values are continually increasing.

Sound Beach real estate is rapidly moving upwards and the man or woman who buys Shore Acres property as a homestead will do well to buy as much additional land as can be carried. If the big enhance-

WILLIAM KENNELLY, INC.  
Real Estate Auctioneers  
NEW YORK CITY  
Telephone 4132  
1929

Residence of Edward Blaney, now at the show places of Sound Beach. Built on Long Island Sound near Shore Acres.

ment of the past three years in Sound Beach real estate means anything the builder of a home at Shore Acres wouldn't have to own very much additional ground to repay him for his entire investment in land and buildings within a remarkably short space of time. Here are a few things that have happened recently in Sound Beach real estate. Pay particular attention to the instances where waterfront property was involved:

Land on Sound Beach Avenue near the railroad station is at a premium at $300 a front foot. Three years ago $100 a front foot would have been considered a high price.

E. B. Lockwood sold in 1921 the lot on which his office stands for $3,000. He re-purchased it in July, 1924, for $6,000 and could re-sell it today for $14,500.

E. BENJAMIN LOCKWOOD  
Real Estate—Insurance  
Guaranty Fire Home  
SOUND BEACH, CONN.  
Phone South Beach 315
Small stores on a Sound Beach Avenue plot 40 x 100 brought $14,000 three years ago. They sold in July, 1924, for $27,500 and the present owner has since refused $32,000.

The purchaser of a 15-room house on the Shore Road had the foresight to purchase several acres of land adjoining at the same time. The total price was $30,000. This owner has only recently refused an offer of $45,000 for his valuable waterfront holdings.

Residential lots on Sound Beach Avenue some distance from the station that sold for $450 a year and a half ago are now bringing $2,500. In the better residential sections of Sound Beach $100 per front foot is not considered a high price.

In August, 1924, a certain Sound Beach residence and an acre and a quarter of ground went for $13,000. Last April the owner refused $22,000 for the property. This was waterfront.

A New Yorker bought a home five years ago in one of the high-class residential sections with plenty of ground around it for $18,000. He spent $25,000 in remodelling the house and landscaping the grounds. Just recently this owner was offered $180,000 for his holdings which he refused.

Another owner recently refused $52,000 for a property on the shore that stood her $18,500 three years previous.

Sound Beach real estate brokers can show you scores of instances like the above on their records. A good idea of how rapidly Sound Beach is progressing can be gathered from the public records. The assessors' books show that Sound Beach, the third district of the Township of Greenwich, was assessed three years ago at $4,000,000. In 1924 the assessment was $7,500,000, showing an average increase of nearly 100% for the entire town in assessed valuations.
"The Elms," residence of Mrs. Austin Dodge, on the way to Shore Acres.

The local telephone company had 770 telephones in Sound Beach in 1923. Now there are 1477 telephones.

There is no doubt but that the 40 remaining plots in Shore Acres will go 'way below market prices at the auction sale on Thursday, July 9th, when every plot offered will be sold regardless of price. The owner needs to raise money immediately and he must make the sacrifice. With all these remaining lots disposed of, however, to individual owners, most of whom will start at once to erect attractive homes, property values at Shore Acres are bound to soar. There is no more desirable residential land in Sound Beach and there is every reason to believe that present records of a hundred dollars or more per front foot for residential property will be broken at Shore Acres after this auction sale has started things by bringing in forty new owners and prospective builders.

Remember that every plot to be offered at Shore Acres on July 9th is a waterfront plot with full rights in the thousand foot strip of beach front. Remember that vacant beach front property is a premium, is disappearing rapidly—there will soon be no more except at prices that will be prohibitive to all but the very wealthy. Are you going to buy your waterfront now at your own price and buy enough of it to make some real money later on or are you going to complain a few years hence when no waterfront can be had except at prohibitive prices? It's up to you.

WILLIAM KENNELLY, INC.    Real Estate Auctioneers
110 Broadway    NEW YORK CITY

Real Estate

B. BENJAMIN LOCKWOOD    Real Estate-Insurance
Oceana Pier House   Sound Beach, Conn.
Exhibit 8
-----Original Message-----
From: David Fox [mailto:ddf203@gmail.com]
Sent: Tuesday, October 23, 2018 7:37 PM
To: David C. Areson
Cc: Lile Gibbons; steve walko
Subject: Tonight

Good Evening

I must say that I found the correspondence that we discussed this evening to be very offensive, in several important spots very wrong and in all cases very uncivil and also very regrettable. Self-serving commentary and perspectives are shared liberally and in ways that are sadly if not purposely incomplete.

I did find Steve's response masterful, complete and diplomatic while pointed.

As promised, attached is the stream of consciousness memo that I sent to Mr Hawkins and Mr Carlson about the Dock and related issues.

David
Shore Acres Dock

David Fox October 19th 2018

This “stream of consciousness” note was created at the request of David Hawkins. It represents my best recall of the moment and is as correct as a 74-year-old memory will allow. I am sure it could be enriched with the input of others and I would probably accord their recall as much credence as my own.

My wife and I purchased our home at 20 Sunset Road in the late 70’s. After a delay of some period, we moved in about June of 1979 as I best recall. The property was purchased from the estate of the original owner, Elizabeth Kerfut, who had built the house in 1926.

Not long after arriving, I engaged my across the street neighbor Tony Piazza, a local lawyer, to conduct a title search of our mutual rights as well as those of other property holders in the area. The purpose of the search was to clarify our privileges to access to the cove at the end of Shore Acres.

The search was very extensive and necessarily very detailed as there had been a number of changes to the various rights granting entities over the years. Subsequent to that effort I had a second search done, one that was recently updated. In the later searches
prior deeds and rights were checked against current deeds. The purpose of this work was to make certain that all conveyances were accurate, that is that all rights had been included and that none had been added or amended. This proved to be very important as several deeds have additions and deletions in words and meanings that are material and in some cases not in accordance with what could be represented or conveyed.

Let me pause to say that I am not a lawyer but that I do have some experience with real estate from my various endeavors over the years. I am familiar with adverse possession, rights of way and many other aspects of the law in this area. I am also aware from first hand experience that the courts often use legal documents as guide lines in deciding on rights and privileges, such documents often are by no means absolute in their authority. The “facts” are helpful, as are the assertions and words but in my very personal experience I have found that in the end the courts can make some very interesting and sometimes counter intuitive decisions.

Since our home had been purchased from the original owner we had a pretty clear legal audit trail for the basis of the search. Tony’s home, now owned by the Southwick’s, was equally as clear as it was built by the lady who owned our home and was gifted to her sister.
With a very trustworthy document in hand I felt ready in late 1979 to consider what might be done on the access.

It was essential to me to have a peaceful agreement, one based on discussion and with the affirmation of the property holder, Mr. Eric Nightingale.

I had an 18-foot catboat that I wished to put on a mooring in the small cove at the foot of the street. Having a pier on the Shore Acres access made great sense to me.

I took a casual survey of the access, talked to various neighbors including the Farmans, Mrs. Lloyd, Kent Durlam, Jim Hoyt, Dorothy Townsend, Paul Pippen, Charley Volk, Mrs. Miserocki (sp?) and others about what had been at the access in the past. All of these folks and others cited a pier, the remnant's of which were still in place. Of course, I found no indication in any documents of the right to have a pier.

At that time I was told to tread lightly with Eric Nightingale who was very sensitive about the access and its use by neighbors. In the conversations with Mr. Nightingale, at all points I found him to be most pleasant and agreeable. He was the very essence of a gentleman and a good neighbor.
In the process of my exploration, my relationship with Eric and Hans developed in very warm and positive directions. In the years that passed, we often convened socially at Christmas and other times in one another’s homes. We got to know multiple generations. For some years we had a Christmas party at our home and they and others in the community were always the most welcomed and enjoyable of guests.

Hans, Tony, Eric and I met a number of times at my home to discuss the rebuilding of the dock. In the process of these discussions, Eric shared his concerns about the access and its use, all which were understandable and in my opinion material. For example: it seems that for sometime people had been coming on to the access late at night, drinking, sometimes building fires, making noise and often leaving debris. In addition, some of these folks had been rude to Mr. Nightingale.

Without going into detail we were able to work out a compromise where I promised to deal with the unruly folks, clean up the mess, keep folks on the access strip and use it only during daytime hours if in turn we could rebuild the pier.

Eric agreed to our suggestions and plans and in the years that passed, as noted earlier, we became good friends and all went well.
In my opinion Mr. Nightingale had every right to be upset by the actions of his neighbors and to be worried about the rebuilding or enhancement of the pier, which would attract more folks.

We agreed that nothing would be left on the access and boats would not be moored at the pier for any period longer than needed for a short stop. We did not wish to build a mini-marina, a social club, a community gathering place or anything of that nature.

I engaged Jeff Miserocki and Jim Dirlam (son of Kent) to build the pier, following the outline of the old structure. We created a concrete ramp on the shore side and Hans gave us a float and a ramp. Hans also gave us the bronze compass rose that is in the concrete of the ramp.

Each year in the fall during a high tide we removed the ramp and float, storing them on the access, to protect them from the ice.

A few neighbors, not nearly as many as I have often been told over the years, contributed to the building of the pier and the ramp.

Over the years, folks have asked for my detailed and updated search documents. I have not lent them. As I noted earlier, here are some discrepancies in some of the current deeds in that some landholder's rights are not accurately described, in several cases, some rather
recent, rights appear to have been modified or embellished as transfers have taken place. Comparisons of earlier deeds and rights to later ones show some very interesting evolutions. Frankly, I have no interest or expertise in being a rights clearinghouse.

In my non-legal opinion, a pier has existed at this site for a long time, certainly well before the predecessor to the current one was built in the early 80’s, access and use by neighbors has been in practice for many years.

Historically there was once some sort of 10 foot strip across the fronts of some properties but I have never in my 40 years seen anyone use it. Personally, the thought of walking across the front of someone’s home at such proximity is to me offensive and very wrong. I also see no neighborhood value in asserting any long moribund rights to such a strip. I do know that the discussion of this long unused strip has been very upsetting to a number of neighbors and that in itself is very wrong and unnecessary in my opinion.

I have not been aware that the access to the Cove was much more than a wide path, one suitable for taking boats down to launch and to allow easy access for pedestrians. In my time the access in use has been about 25 or 30 feet and that has certainly allowed a view of the Cove and full use of the pier. Of course, I have always enjoyed the view from the street and can long remember my, now grown, children always wanting to
drive down Shore Acres on the way to Sunset so they could see the Cove.

In the early 90’s the pier was showing its age. A group of neighbors got together and built the structure that is there now. While it is much the same in footprint as the earlier pier, it is of much better construction.

At time of the building of the new pier my involvement became one of observer. I would point out that I did tell Trevor on several occasions in recent years that I thought the access and his position as a property owner were not being accorded the respect deserved, nor what had been agreed upon, practiced and adhered to for many years. For example: boats were being left behind, some boats were tied to the pier and trash was accumulating from time to time. I also noted that I did not recognize some of the users but then again the neighborhood is changing.

A recent note in the Old Greenwich Neighbor to Neighbor blog called the site “The Shore Acres Beach” in the body of a message that went to many readers. The message was about a craft that had floated away from its storage spot on the access. This was most unfortunate in my opinion. There is no beach and there is not supposed to be storage on the access. I can’t imagine the value of identifying this private place, owned by another party, as such.
Exhibit 10
Dear Mr. Lindskog,

Since we spoke on the telephone the other day, I have reread your letter on behalf of the Shore Acre Association and find that I am uncomfortable with it in one respect.

The letter reflects that the Association is not aware that the dock in question extends from our property. In fact, the Nightingale property extends to the fence that divides our lot from the Warrens' property. While a number of families in the neighborhood are legally entitled to access across our property to the water, the property is in fact ours. Once in recent years a question as to our property line was raised. Lee S. McKeithen, of Cummings and Lockwood, researched the title and history of the property, and the findings - that we have title to the fifty-foot strip of land lying west of Bryon Road between our lot 29 and the Warrens' lot 28, subject to the right of others to use it - settled the question to everyone's satisfaction, as far as we were aware. The public portion of Shore Acre Drive extends only to the westerly line of Bryon Road.

Of course, we have never made any distinction between families that have the right of access and families that do not, and we certainly do not intend to do so. We are happy for our neighbors to maintain a dock at that location and to keep small boats there. We are also glad to help defray the cost of a new dock. However, we would like to see the design of the proposed dock before we agree to its replacing the old one. Would you mail a copy of the plans to us? We are in Florida until February 25:

Mariner Pointe #221
760 Sextant Drive
Sanibel Island, Florida 33957

We will return from Florida directly to Old Greenwich.

I might add that we have just begun to hear of the Shore Acre Association. How long has it been in existence? Is it a formally constituted group?

I thank you again for taking the trouble to discuss the proposed dock with me on the telephone. In principle we are entirely in favor of improvements at the water's edge that the neighbors would enjoy, and we would like to help.

Sincerely,

[Signature]

BCC: Lee S. McKeithen

[Note: handwriting] 7/17/90
Exhibit 11
Exhibit 12
May 19, 2009

Anthony L. D'Andrea PE & LS
Six Neil Lane
P.O. Box 549
Riverside, CT 06878

RE: the application of Anthony D'Andrea, authorized agent, for Christopher P. Iannaccone and Mitchele R. Iannaccone, record owners, for a final coastal site plan, ESP #3871-C, to demolish an existing dwelling and construct a new dwelling, driveway, landscaping, site drainage and a pool per Sections 6-15, 6-111, 6-139.1, and 6-208 of the Town of Greenwich Building Zone Regulations on a 18,500 sq. ft. lot (18,469.4 square feet excluding coastal land under water) located at 15 Bryon Road in the R-12 zone as shown on engineering plans prepared by Rocco V. D’Andrea, Inc., dated 02/24/09 and architectural plans prepared by Ciupano Architects last dated 02/14/09.

Dear Mr. D’Andrea:

The Planning and Zoning Commission, at a public meeting held on May 6, 2009, considered the above referenced application and took the following action:

Upon a motion to approve the final coastal site plan with modifications made by Mr. Maitland and seconded by Mr. Farricker the following resolution was adopted (Voting in favor on this item: Messrs. Heller, Farricker, Heimbuch, Maitland, and Marchese).

Whereas the Commission held a regular meeting on 5/6/09 and took all testimony required by law; and

Whereas the applicant requested Final Coastal Site Plan approval under Sections 6-13, 6-15, 6-111, 6-139.1, and 6-208 of the Town of Greenwich Building Zone Regulations (BZR) to demolish an existing dwelling and construct a new dwelling, driveway, landscaping, site drainage and pool on a 18,500 square foot lot located at 15 Bryon Road in the R-12 zone; and

Whereas the site is located within the Coastal Overlay Zone and is thus subject to all the provisions of Sec 6-111; and
Whereas the Commission notes that the Inland Wetlands and Watercourses Agency has indicated that no permits will be required for this project; and

Whereas coastal resources on and adjacent to the site include intertidal flats and tidal wetlands; and

Whereas all of the proposed structures will be within Flood Zone AE-13; and

Whereas the site plan shows the property as 18,469.4 sq. ft., to the mean high water line (see Section 6-5(23), which allows a total floor area of 5,817.3 sq. ft.; and

Whereas the first floor complies with Section 6-139.1, which requires the first floor at least one foot above the base flood elevation and the structure will have a crawl space that will be pitched slightly towards flood vents to be located on the north side of the house; and

Whereas there are retaining walls on either side of the property and fill that will be brought in; and

Whereas the applicant represented to the Commission that the property to the south is a privately owned property that provides access to the water; and

Whereas the Commission notes that the retaining walls proposed along the property boundaries should be designed with weep holes and with either rock or rock facing that looks natural to the New England area; and

Whereas the plans show that the height of the structure is 35' and that the setbacks comply with Section 6-205; and

Whereas the runoff from the proposed impervious surface of approximately 5,141 square feet will be handled through a proposed detention system designed to pre-treat the first inch of rainfall comprising 9 Clute Rechger 2800 RD chambers installed on the south side of the property. The overflow will be through a proposed level spreader that will discharge the water to Greenwich Cove; and

Whereas there does not appear to be any capture of storm water on the driveway and therefore the impervious area is not connected to the water quality system; and

Whereas the Commission finds that the soil and erosion control plan that includes a silt fence at the low end of the property, stockpile areas, and tree protection is acceptable; and

Whereas the Commission finds that this application complies with Section 6-14 - [Site Plan] Procedure, Section 6-15 - [Site Plan], Standards, Section 6-111 - Coastal Overlay Zone, Section 6-139.1 - Flood Hazard Overlay Zone of the Town Of Greenwich Building Zone Regulations;

THEREFORE BE IT RESOLVED that the application of Anthony D'Andrea, authorized agent, for Christopher P. Iannaccone and Michele R. Iannaccone, record owners, for a final coastal site plan, PSP #2371-C, to demolish an existing dwelling and construct a new dwelling, driveway, landscaping, site drainage and a pool per Sections 6-15, 6-111, 6-139.1 and 6-205 of the Town of Greenwich Building Zone Regulations on a 18,500 sq. ft. lot (18,469.4 square feet excluding coastal land under water) located
at 15 Bryon Road in the R-12 zone as shown on engineering plans prepared by Rocco V. D’Andrea, Inc., dated 02/24/09 and architectural plans prepared by Cugno Architects last dated 02/14/09 is hereby approved with modifications.

In accordance with Section 6-14.1(e) of the Building Zone Regulations of the Town of Greenwich and Section 8-3 (l) 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: May 6, 2009.

The modifications are as follows and shall be resolved/completed prior to Building Department Sign-off:

1. Three sets of revised architectural plans should be submitted to P&Z. The architectural plans shall be revised to define the bonus room to match its intended use (bedroom, office, play room etc). The square footage of the bonus room will count towards floor area if wall(s) is more than 3’.

2. The retaining walls proposed along the property boundaries should be designed with weep holes and with either rock or rock facing that looks natural to the New England area. Details of the wall shall be submitted to Planning and Zoning.

3. The applicant shall submit deeds showing when the vacant parcel currently owned by the applicant was conveyed. That vacant parcel was originally an extension of the road now known as Shore Acres and previously known as Kidabook Road.

4. The pool equipment must be shown on the plans (three copies of engineering plans shall be submitted to Planning and Zoning)

5. Section drawings through the attic should be submitted.

Sincerely,

Katie Blankley, AICP
Deputy Director of Planning and Zoning
Thanks for getting back to me so quickly. I will be faxing to you the deeds in the chain of title to the Nightingale parcels. The vacant lot is actually a "together with" item on Schedule A of the deeds to this property.

You will see that Lockwood received a deed from the estate of Grace Ridabock Lindeman of the entire "subdivision" shown on the Map (except for the McGarry and the Ford parcels) in 1922. Lockwood, in Book 213, page 41, conveyed the roads, excluding the vacant lot (Ridabock Road, now Shore Acre, between Bryon and Sound Beach), to the Town, in 1924. Then, in Book 304, page 150, he conveyed Lot 29 together with his right to this vacant land. Each conveyance since of Lot 29 has included the vacant lot. I thought I had the field card for Nightingale, but don't seem to find it in this file. I will have Courtney pull a copy and get that to you. I do not think there has ever been a tax number assigned to this vacant lot.

Our conclusion is that the entire area was conveyed to Lockwood, he conveyed the roads from the "westerly line of Bryon", retained title to this vacant lot which he subsequently conveyed with Lot 29.

Let me know if you want any further research. We have looked at this in some detail.

Melissa

Melissa T. Klauberg, Esq.
Ivey, Barnum & O'Mara, LLC
170 Mason Street
Greenwich, CT 06830
Tel: 203-661-6000
Fax: 203-661-9462

-----Original Message-----
From: James Maloney [mailto:James.Maloney@greenwichct.org]
Sent: Monday, December 08, 2008 2:39 PM
To: Melissa Klauberg
Subject: 15 bryon rd

could you please provide copies of the referenced conveyance deeds for the vacant parcel adjacent to 17 bryon rd

the g.i.s. map seems to show the same width dimensions and no front property line of the vacant parcel as the 1922 map on which it apparently was considered to be a street

is there any deed history in which the town conveys the parcel to a private party? is there a tax card for the parcel?
Exhibit 14
IVEY, BARNUM & O'MARA

170 Mason Street  Telephone (203) 661-6000
Greenwich, Connecticut 06830  Telexpier (203) 661-9462

TELECOPIER TRANSMITTAL

DATE: December 8, 2008
TO: James Maloney, ZEO
     Telexpier # (203) 622-7848
RE: Bryon Road, Old Greenwich
FROM: Melissa T. Klauberg, Esq.
      Ivey, Barnum & O'Mara

WE ARE TRANSMITTING _1_ PAGES (INCLUDING THIS COVER SHEET). IF YOU DO NOT RECEIVE ALL PAGES OR IF ANY PAGES ARE ILLEGIBLE, PLEASE CALL OUR VOICE LINE (203) 661-6000.

COMMENTS:

Here is the Nightingale field card. It does not appear to include the extra land.

Melissa
### ADMINISTRATIVE INFORMATION

- **Parcel Number**: 06-1347/9
- **Parent Parcel Number**: 06-1347/3
- **Property Address**: BRYON ROAD 0017
- **Neighborhood**: 100006 DISTRICT 6 WATERFRONT [1]
- **Property Class**: 201 Single Family

### TAXING DISTRICT INFORMATION

- **Jurisdiction**: 57
- **Area**: 001
- **Corporation**: 057
- **District**: 06
- **Section & Lot**: 318
- **Routing Number**: 036800064

### SITE DESCRIPTION

- **Topography**:
- **Public Utilities**: Water, Sewer, Electric
- **Street or Road**:
- **Neighborhood**:
- **Zoning**: M-12 Single Fam 12,000 sf

### TRANSFER OF OWNERSHIP

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### RESIDENTIAL

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<td>L 2242200</td>
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<td>B 482200</td>
<td>B 420400</td>
<td>B 86900</td>
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<td>T 1163900</td>
<td>T 1102100</td>
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<td>T 2329800</td>
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<td>B 337540</td>
<td>B 294280</td>
<td>B 60830</td>
<td>B 61322</td>
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</table>

### LAND DATA AND CALCULATIONS

| Rating | Measured | Prod. Factor | Soil ID Acreage | Prod. Factor | Depth Factor | Base Rate | Adjusted Rate | Extended Value | Influence Factor | Value |
|--------|----------|--------------|-----------------|--------------|--------------|-----------|--------------|----------------|-----------------|-------|------|
|        |          |              |                 |              |              |           |              |                |                 |       | 323.27 233.27 2242200 2242200 |

**COMP**: 1154

**INSN**: 03 Informal Hearing

Revise land from 0.1780 to 0.1592 acres - EF 1/27/06

**MTRF**: Water Frontage: 64 ft

---

**Supplemental Cards**

TRUE TAX VALUE: 2242200

---

**Supplemental Cards**

TOTAL LAND VALUE: 2242200
IMPROVEMENT DATA

PHYSICAL CHARACTERISTICS
Style: Cape
Occupancy: Single family
Story Height: 1.0
Finished Area: 214
Attic: None
Basement: 1/3

ROOFING
Material: Asphalt shingles
Framing:
Pitch:

FLOORING
Slab: B
Sub and joists: 1.0 1.75
Base Allowance: 1.0 1.75

EXTERIOR COVER
Brick: 1.0
Wood siding: 1.75

INTERIOR FINISH
ACCOMMODATIONS
Finished Rooms: 7
Bedrooms: 3
Crymni Tinii Room: 1
Dilapidated: 1

HEATING AND AIR CONDITIONING
Primary Heat: Not water - gas
Lower Full Part
/Part 1 Upper Upper

PLUMBING
3 Pkt. Baths 2 5
Kit Sink 1 1
Water Heat 1 1
TOTAL 8

REMODELING AND MODERNIZATION

SPECIAL FEATURES
Description Value ID Use Stry Cons Const Type Grade Year Eff Year Cond Computed Phys Obsol Market % Value

SUMMARY OF IMPROVEMENTS

Data Collector/Date
27 01/28/2006

Neighborhood
Supplemental Cards
TOTAL IMPROVEMENT VALUE
W78C0
Exhibit 15
December 8, 2008

Mr. James F. Maloney
Zoning Enforcement Officer
Town of Greenwich
101 Field Point Road
Greenwich, CT

Re: Christopher Iannaccone: 15 Bryon Road, Old Greenwich

Dear Jim:

We represent Christopher Iannaccone in connection with the renovation of his home at 15 Bryon Road, Old Greenwich. This letter is to confirm a conversation we had a few weeks ago pertaining to the setbacks applicable to this property.

As we discussed, this property is adjacent to a vacant parcel of land owned by Mr. and Mrs. Nightingale, which lies to the south of the Iannaccone parcel. The Nightingales also own 17 Bryon Road, adjacent to the vacant parcel. The vacant parcel at one time appeared on a subdivision map entitled “Map of Shore Acres at Greenwich, Sound Beach Connecticut” dated November 8, 1922, filed in the Greenwich Land Records as Map #845, as the end of Ridabock Road (now Shore Acre Road). In 1924, the then owner of the property shown on the Map, Benjamin Lockwood, conveyed all the roads appearing on the Map to the Town of Greenwich, excluding the land which is now the vacant lot owned by Nightingale. Subsequently, the vacant lot was conveyed to predecessors of the owners of 17 Bryon Road and since that time, the vacant lot has been conveyed with 17 Bryon Road. For your convenience I am attaching copies of the original subdivision Map and the current aerial photo.

Currently, although the vacant land is encumbered by an easement granted to a neighbor to use the dock and for access to the water, the land is not used as a road. Actual access to the dock is restricted by posts which narrow the accessway to a width not fit for automobiles.

Please confirm our conversation in which you stated that the normal setbacks will apply to the Iannaccone lot, not the setbacks pertaining to corner lots by signing a copy of this letter.
and returning an original to the undersigned.

Thank you for your help on this matter.

Very truly yours,

Melissa T. Klauberg

Agreed to this
7th day of December, 2008

James Maloney, Zoning Enforcement Officer
Exhibit 16
**Development Statistics**

<table>
<thead>
<tr>
<th><strong>TOTAL GROSS FLOOR AREA</strong></th>
<th><strong>PROPOSED</strong></th>
<th><strong>ALLOWED/REQUIRED</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5,573.3 sq. ft. (3,300+/- sq. ft. existing)</td>
<td>5,817.5 sq. ft. (land above mean high water is 18,469.44 sq. ft.)</td>
</tr>
<tr>
<td><strong>FLOOR AREA RATIO:</strong></td>
<td>3017</td>
<td>315</td>
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<tr>
<td><strong>STORIES</strong></td>
<td>2 ½</td>
<td>2 ½</td>
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<tr>
<td><strong>HEIGHT</strong></td>
<td>35'</td>
<td>35'</td>
</tr>
<tr>
<td><strong>UTILITIES</strong></td>
<td></td>
<td>Sewer and public water</td>
</tr>
</tbody>
</table>

**PROPOSAL:**
The applicant is requesting Final Coastal Site Plan approval under Sections 6-13, 6-15, 6-111, 6-139.1, and 6-205 of the Town of Greenwich Building Zone Regulations (BZR) to demolish an existing dwelling and construct a new dwelling, driveway, landscaping, site drainage and pool on a 18,500 square foot lot located at 15 Bryon Road in the R-12 zone.

**COASTAL RESOURCES AND STRUCTURES:**
The site is located within the Coastal Overlay Zone and is thus subject to all the provisions of Sec 6-111. The Inland Wetlands and Watercourses Agency has indicated that no permits will be required for this project.

Coastal resources on and adjacent to the site include intertidal flats and tidal wetlands.

All of the proposed structures will be within Flood Zone AE-13.

**ZONING:**
The site plan shows the property as 18,469.44 sq. ft. to the mean high water line (see Section 6-5(23), which allows a total floor area of 5,817.5 sq. ft. The first floor appears to comply with Section 6-139.1, which requires the first floor at least one foot above the base flood elevation. The structure will have a crawl space that will be pitched slightly towards flood vents to be located on the north side of the house.
There are retaining walls on either side of the property and substantial fill that will be brought in. The property to the south appears to be a common accessway to the water. The property to the north is a dwelling. Will the wall be designed within any weep holes and if so, is there potential for any significant discharge on to the neighboring properties?

The plans show that the height of the structure is 35' and that the setbacks appear to comply with Section 6-205. It is suggested that section drawings through the attic area be submitted.

DRAINAGE:
The runoff from the proposed impervious surface of approximately 5,141 square feet will be handled through a proposed detention system designed to pre-treat the first inch of rainfall. The runoff will be handled by 9 Cultec Rechrger 280HD chambers installed on the south side of the property. The overflow will be through a proposed level spreader that will discharge the water to Greenwich Cove.

There does not appear to be any capture of storm water on the driveway and therefore the impervious area is not connected to the water quality system.

A soil and erosion control plan has been submitted. The plan includes a silt fence at the low end of the property, stockpile areas, and tree protection. Comments are expected from Conservation.

RECOMMENDATIONS:
The applicant should address the following items:

1. The pool equipment must be shown on the plans
2. Section drawings through the attic should be submitted.
3. Will there be weep holes in the retaining walls?
4. Department comments should be addressed.
5. An existing conditions map should be submitted.

APPLICABLE REGULATIONS:
Sections 6-13, 6-15, 6-111, 6-139.1, and 6-205 of the Town of Greenwich Building Zone Regulations

DEPARTMENT COMMENTS:

ZEO – Awaiting Comments
CONSERVATION – Awaiting Comments
DPW ENGINEERING – Awaiting Comments
STATE DEP – See attached
SEWER – Awaiting Comments
## Site Plan Application

**Project Name:** CHRISTOPHER P. IANNACCONE and MICHELE R. IANNACCONE

**Project Address:** 15 BRYON ROAD, OLD GREENWICH, CT 06870

**Project Lot Number(s):** ASSESSOR’S MAP 318, LOT No. 28

**Property Owner(s):** CHRISTOPHER P. IANNACCONE and MICHELE R. IANNACCONE

### Special Permit
- Complete special permit application form

### Coastal Zone
- Yes

### Is project 500 feet from Municipal Boundary? (for notification)
- Yes

### Amendment to Building Zone Regulations – Section(s)

### Amendment to Building Zone Map – Zone(s) affected

### Business Zone Plate Number

### Architectural Review Committee Application attached or Review needed
- Yes

### Planning & Zoning Board of Appeals review needed
- Yes

### Inland Wetlands and Watercourses Agency Review / Approval Required
- Yes

Estimated amount of time needed to present item to Commission at meeting: 15 MINUTES

## Authorized Agent

**Name:** ANTHONY L. D'ANDREA PE & LS

**Firm Name:** ROCCO V. D'ANDREA, INC

**Street Address:** SIX NEIL LANE, P.O. BOX 549

**City:** RIVERSIDE

**State:** CT

**Zip:** 06878

**Phone:** 203-637-1779

**Signature:**

**Date:** 3/30/09

## Property Owner(s) Authorization

**Name:** CHRISTOPHER P. IANNACCONE

**Street Address:** 15 BRYON ROAD

**City:** OLD GREENWICH

**State:** CT

**Zip:** 06870

**Phone:** 203-637-3582

**Signature:**

**Date:** 3/1/09

## Engineer

**Name:** ANTHONY L. D'ANDREA PE & LS

**Firm Name:** ROCCO V. D'ANDREA, INC

**Street Address:** SIX NEIL LANE, P.O. BOX 549

**City:** RIVERSIDE

**State:** CT

**Zip:** 06878

**Phone:** 203-637-1779

**FAX:**

## Architect

**Name:** JOSEPH CUGNO

**Firm Name:** CUGNO ARCHITECTURE

**Street Address:** 113 WESTPORT ROAD

**City:** WILTON

**State:** CT

**Zip:** 06878

**Phone:** 203-563-9223

**FAX:**

**Staff-assigned Number:**

**Fee submitted at time of application:**
## SITE PLAN ZONING STATISTICS

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<td>Parking Spaces</td>
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### CHECK AS APPROPRIATE

- [ ] ADDITIONS
- [ ] ALTERATIONS
- [☑] DEMOLITION
- [☑] RE-CONSTRUCTION

This Site Plan Involves:
Michele R. Iannaccone and Christopher P. Iannaccone (Iannaccone) are owners of approximately 18,500 square feet of property located on the westerly side of Bryon Road, a dead end.

The intent of Iannaccone’s is to demolish their existing home, which is not in compliance with current criteria for development in the coastal zone, and construct a new dwelling with a driveway, pool, and on-site drainage system including a series of drywells to treat surface runoff. Driveway sight lines are adequate in both directions. Refer to the driveway sight distance plan.

Runoff from the impervious surfaces of the new construction and the roof will be directed to a series of 9 Cultec Recharger 280 HD drywell units that will be installed under the lawn in the southerly portion of the yard.

The flow out of the galleries will be controlled by a bypass control manhole that will cause the galleries to be full before there is any overflow to Greenwich Cove of Long island Sound.

The galleries have been sized to treat the “first-flush” of one inch of rainfall. The runoff will be cooled and filtered and will ultimately seep out of the bottom of the galleries after the peak of the design storm has passed.

The galleries will be installed in select gravel material that will be used to backfill behind the retaining wall that will be constructed along the southerly boundary of the parcel.

The galleries have been sized to handle the “first-flush” or Water Quality Volume (WQV) as specified in the 2004 Stormwater Quality Manual (please refer or Appendix “A” for WQV sizing calculations.

Sewer and Water Service

The property is served by public water and sewer service.

Sediment and Erosion Controls (S&E)

A comprehensive S & E plan depicting appropriate standard and site specific controls has been detailed on the plans.

Summary

Based on the above, if the proposed development is constructed as depicted on the proposed development plan, then there will be no impact to adjacent properties or coastal resources system, and installation of the drywell system will improve water quality.
MEMORANDUM OF LAW IN SUPPORT OF
DAVID AND NICOLE ARESONS’ APPLICATION
TO THE PLANNING & ZONING COMMISSION
OF THE TOWN OF GREENWICH
SEEKING TO CONSTRUCT A RESIDENCE ON THEIR PROPERTY
LOCATED AT 17 BRYON ROAD, OLD GREENWICH, CONNECTICUT

IVEY, BARNUM & O’MARA, LLC

Stephen G. Walko, Esq.
Andrea C. Sisca, Esq.
170 Mason Street
Greenwich, Connecticut 06830
Telephone: (203) 661-6000
Email: swalko@ibolaw.com
asisca@ibolaw.com
David and Nicole Areson (together, the “Aresons”), by and through their attorneys, Ivey, Barnum & O’Mara, LLC, hereby submit this legal memorandum¹ in support of their Application to the Planning & Zoning Commission (“Commission”) of the Town of Greenwich (“Town”) seeking to construct a residence on their property located at 17 Bryon Road, Old Greenwich, Connecticut (“17 Bryon” or “Lot 29”).

**SUMMARY OF THE ARGUMENT**

From the time of the developer’s initial conveyance of Lot 29 in 1934, the physical bounds of 17 Bryon (Lot 29) have abutted (touched) the property line of 15 Bryon Road. Indeed, when the developer initially conveyed all the roads in Shore Acres to the Town of Greenwich, he affirmatively omitted the Lot 29 Land, instead retaining that land for his own personal use as part and parcel of Lot 29, subject to rights of others to access the waters of Greenwich Cove. These rights of others are to access the waters of Greenwich Cove and use a ten-foot-wide strip parallel to the water; they are wholly distinguishable from a deeded right to use an entire parcel of land belonging to another. To the Aresons’ knowledge, a deeded right to use the entirety of the Lot 29 Land for any purpose whatsoever does not exist, and historically, the entirety of the Lot 29 Land has not been used for any purpose whatsoever. Rather, the historical use, as permitted by the Aresons and their predecessors, has been limited to a portion of their property consisting of a footpath measuring approximately 12-14 feet wide to access the waters and the dock that is

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¹ This memorandum is submitted as a supplement to the Application to elucidate the issue and history for the Commission, and to highlight to the Commission the overreaching actions of certain neighbors who have spent approximately four (4) years attempting to use the zoning process to prevent the Aresons from building their retirement home, all while they continue to use and enjoy the Lot 29 Land, including the dock connected thereto (with the Aresons permission). Nothing herein should be construed as an admission that the Town and/or the Commission have jurisdiction to adjudicate whether the Lot 29 Land is a road, other than from a zoning perspective – *i.e.*, to allow the Lot 29 Land to be used for zoning calculation purposes.
contiguous to 17 Bryon². The other portions of the Lot 29 Land are blocked by removable bollards, trees and a telephone pole, all of which generally prevent vehicular traffic and use of the entirety of the Lot 29 Land. Nonetheless, and notwithstanding that the Aresons’ position as contained in the accompanying Memorandum (which is not waived in any regard), the Aresons’ proposed home is not located on the Lot 29 Land, and in fact, the Aresons moved the original proposed driveway location off the Lot 29 Land.

The neighbors engage in a transparent attempt to prevent the Aresons from building their home by asserting that it violates the Town of Greenwich Building Zone Regulations. For example, there are claims that the proposed residence is too large and will obstruct the views of Long Island Sound. Yet not one neighbor has pointed to or established the existence of a view easement over and across the Aresons’ property, nor has any neighbor provided a comparison of the lot sizes versus home sizes throughout the neighborhood. Indeed, while some homes are admittedly smaller than that proposed by the Aresons – for which they are not seeking a variance – others are larger. To be clear, by the Town’s own regulations, the Aresons’ proposed home does not require a variance of any nature whatsoever.

Similarly, there are claims that neighbors have deeded easements across the Lot 29 Land. Yet not one neighbor has proffered a deed that expressly grants an easement over the entirety of the Lot 29 Land for any purpose whatsoever. Nor has any neighbor proffered anything to contradict the evidence of historical use of the Lot 29 Land as established by the Aresons, which use has been

² The dock is unsafe and illegal and is a separate issue that is outside the purview of the Commission’s jurisdiction. Nonetheless, the Aresons believe that the neighbors are simply trying to use the zoning process and the Commission to effectively keep the illegal dock, rather than going through the appropriate court-processes, likely because Connecticut case law does not support maintenance of a dock where the servient owner’s property is burdened by an easement to access the water.
limited to a footpath measuring 12-14 feet in width that leads to the waters and the dock, which is on the Aresons’ property with their permission, although same is illegal and unsafe.

The neighbors’ arguments should be viewed for what they are – an attempt to circumvent the proper judicial process and to expand the Commission’s legal authority. If the neighbors believe that they have deeded rights of way over the entirety of the Lot 29 Land, or if they believe that they have the right to a dock on the Aresons’ property, or if they believe that their rights to access the water somehow entitle them to impact the fee owner’s ability to construct a home on their property, then their recourse is through the courts. Tellingly, the neighbors have not commenced an action in court, presumably because they do not have the rights they so flagrantly claim to have to the Commission.

By asking the Commission to approve their Application, the Aresons do not seek to extinguish the rights of others to use a portion of the Lot 29 Land for access to the beach and/or water, or to convert a site plan proceeding into a road abandonment or discontinuance proceeding. Instead, the Aresons ask the Commission to be consistent with its 2009 decision in which it characterized the Lot 29 Land as an accessway for access to the water, not a road, and therefore to approve the Aresons’ Application seeking to construct a residence based on the total size of their lot, which lot size forms the basis for the real property taxes paid by the Aresons to the Town of Greenwich.

**MEMORANDUM OF LAW IN SUPPORT OF THE ARESONS’ APPLICATION**

The claim that the Lot 29 Land (as defined below) is a road is a legal construct to attempt to gain leverage over the Aresons in the context of building their retirement home. In 2008, the Commission determined that the Lot 29 Land is not a road, which determination has a preclusive effect to which this Commission should adhere unless same was arbitrary (which it was not). See
Affidavit of Diane Fox\(^3\) sworn to on September 14, 2021 ("Fox Aff.") at ¶ 11. Moreover, the historical photographs, and even the Town’s own GIS map, copies of which are annexed hereto as **Exhibit 1**, clearly depict the Lot 29 Land as a walking path, limited by bollards and landscaped differently than the roads in the Shore Acres subdivision. Simply saying that the Lot 29 Land is a road does not make it so. Instead, the Commission must look at the facts and circumstances relating to the Lot 29 Land including, specifically, the prior Commission’s determination (made without opposition from any interested parties), the actions of the developer, the actual manner in which the land has been used over the past 40 years (as a walking path), and the historical photographs relative to the use of the Lot 29 Land. After doing so, it will be obvious that the Lot 29 Land is not a road, but instead is simply a portion of the Aresons’ property (for which they pay taxes) over which others may have some rights, none of which are or would be implicated (or affected at all) by the granting of the Aresons’ Application.

By deed dated August 22, 2017, a copy of which is annexed hereto as **Exhibit 2**, Trevor and Francine Nightingale conveyed 17 Bryon, “together with all right, title and interest in and to that portion of Shore Acres Drive lying westerly of Bryon Road, formerly known as Byron [sic] Road, between Lots 28 and 29 as shown on said map” “subject to the rights of others to pass and re-pass over and upon Shore Acres Drive and the ten foot strip as shown on said map 1154 for access to Greenwich Cove” to the Aresons. “[T]hat portion of Shore Acres Drive lying westerly of Bryon Road, formerly known as Byron [sic] Road, between Lots 28 and 29 as shown on said

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\(^{3}\) Diane Fox was the Town Planner for the Town of Greenwich from 1995 until July 2014, including at the time the Commission determined that the Lot 29 Land was not a road when reviewing and approving an application to construct a residence at 15 Bryon Road.
map” refers to a strip of land that is 50 feet wide by approximately 100 feet long on the northerly side of 17 Bryon (“Lot 29 Land”). The chain of title to 17 Bryon is annexed hereto as Exhibit 3.

A. Shore Acres

E. Benjamin Lockwood laid out the subdivision known as Shore Acres in 1922, prior to the Town’s enactment of zoning regulations in February 1926, the State’s enactment of Conn. Gen. Stat. § 13a-49 relating to discontinuance of private ways in 1963, and the Town’s enactment of the subdivision regulations in 1970. As part and parcel of creating the Shore Acres subdivision, Lockwood created and filed maps, specifically Map 845 (Exhibit 4 at p. 4) and Map 906 (Exhibit 5), which depicted a road from Sound Beach Avenue to the waters of Greenwich Cove known as Ridabock Road.

On February 3, 1927, Lockwood filed Map 1145. Although the zoning regulations had been enacted the prior year, the Town had not yet enacted subdivision regulations. Thus, as of 1927, the purpose of the filed maps was simply one of reference, i.e., to depict the location of the lot being conveyed. In point of fact, many of the relevant deeds specifically note “reference [to the map] being had for a more particular description of said lot.” Copies of the deeds are annexed hereto as Exhibit 6.

B. Lot 29 Land

From Map 906, one might assume that Lockwood originally intended the Lot 29 Land to be a road in Shore Acres. However, in 1924, Lockwood conveyed all the roads reflected on Map 906 to the Town, specifically excepting and omitting the Lot 29 Land from that conveyance (Exhibit 3-A). Lockwood thereafter prepared marketing material in connection with the sale of

---

4 Technically, 15 Bryon is north-west of 17 Bryon, however based on the directional reference in the deed relating to the Lot 29 Land being “westerly of Bryon Road”, we use the term “northerly” to identify the location of the 15 Bryon Road parcel relative to Lot 29 and the Lot 29 Land.
the waterfront lots in Shore Acres and, in such materials, represented that all the roads were public 
roads (Exhibit 7 at p. 5).

In 1934, Lockwood conveyed Lot 29 to Clark “together with all right, title and interest of 
the Grantor in and to that portion of Shore Acres Drive lying westerly of Byron Road as shown on 
said map between Lots 28 and 29 as shown on said map, subject to such rights as may exist 
therein.” (Exhibit 3-B). The conveyance of Lot 29 specifically including the Lot 29 Land was 
subject to rights that had been previously granted in connection with the sale of the non-waterfront 
lots, generally conveyed as follows: “the right to use in common with others the waters of Long 
Island Sound in Greenwich Cove on the shore of Shore Acres from Shore Acres Drive to Meadow 
Road.” (Exhibit 6). The deeds to those non-waterfront lots do not contain an explicit right to use 
the Lot 29 Land, nor do the deeds contain language permitting the owners/occupants of those 
properties to drive or park on the Lot 29 Land.

When one drives in a westerly direction on Shore Acre Drive in Old Greenwich, Shore 
Acre Drive ends at Bryon Road, the westerly side of which is the Lot 29 Land. The Lot 29 Land 
is a 50-foot-wide by approximately 100-foot-long strip of land, part of which consists of a path 
that is approximately 12-14 feet wide that leads to the waters of Greenwich Cove. The Lot 29 Land 
is blocked by removable metal bollards that were installed at least thirty (30) years ago5 by the 
then-owner of 17, which bollards (i) render it physically impossible to drive any further west than 
Bryon Road, and (ii) prevent vehicular access to, on and/or over the Lot 29 Land. A Google Earth 
image from December 2015, and two recent photographs depicting the Lot 29 Land, are annexed 
hereto as Exhibit 8. The Aresons are unaware of any objections to, or any attempts to remove the

5 The notion that that the bollards are removable is of no consequence. Imagine bollards, even removable ones, across 
any road in Town, say Sound Beach Avenue. The outcry from the public would be unprecedented and the bollards 
would be permanently removed.
bollards since their installation more than thirty (30) years ago. Other than 17 Bryon itself (to the extent it chooses), there are no other properties that use, or have a right or need to use, the Lot 29 Land for vehicular access to their properties. Instead, consistent with the various deeds, rights, claims and beliefs of the surrounding neighbors, a portion of the Lot 29 Land has been used as a footpath to access the waters of Greenwich Cove. A copy of an email with “stream of consciousness memo” from one of the neighbors is annexed hereto as Exhibit 9, and a letter from Mrs. Nightingale to Shore Acre Association is annexed hereto as Exhibit 10. At a minimum, the installation of the bollards on the Lot 29 Land is an open and notorious act by the owner of 17 Bryon preventing anything but pedestrian access to the waters of Greenwich Cove.  

ARGUMENT

By asking the Commission to approve their Application, including the Lot 29 Land for zoning purposes, the Aresons do not seek to extinguish the rights of others to use a portion of the Lot 29 Land for access to the beach and/or water, or to convert a site plan proceeding into a road abandonment or discontinuance proceeding. Instead, the Aresons simply ask the Commission to be consistent with its prior characterization of the Lot 29 Land and approve the inclusion of the Lot 29 Land – which is owned in fee simple by and taxed to the Aresons as one parcel together with Lot 29 – for zoning purposes.

I. THE DEVELOPER DID NOT INTEND THE LOT 29 LAND TO BE A ROAD

The depiction of the Lot 29 Land as a 50-foot-wide road on Map 906, and Lockwood’s failure to file an updated map, is not dispositive as to whether the Lot 29 Land is, in fact, a road

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6 See Binney Point LLC v. 66 Binney Lane LLC, et al., Judicial District of Stamford-Norwalk at Stamford, FST-CV-17-6032612-S (April 15, 2019) (the Court quieted title to the right of way in favor of the servient estate finding that they had interfered with the use of nine (9) feet of the fifteen (15) foot right of way sufficiently to have adversely used/possessed it against the dominant estate/easement holder).
when one considers the acts subsequently taken by Lockwood. Nor should the original maps filed by Lockwood be considered in a vacuum to bring about a desired result. “A grantee who takes under a deed referring to a map thus cannot justifiably look only to the map, but must consider it in conjunction with other deeds and documents comprising the chain of title. Indeed, reference to a map in a conveyance normally is utilized merely as a descriptive tool to identify the property and, therefore, does not itself convey.” *Stankiewicz v. Miami Beach Ass’n*, 191 Conn. 165, 171 (1983).

On September 29, 1923, Lockwood filed Map 906 which depicted Ridabock Road (now known as Shore Acre Drive) extending to the waters of Greenwich Cove (Exhibit 5). On November 20, 1924, Lockwood conveyed the roads in Shore Acres to the Town as follows:

All those certain roads situated at Sound Beach, in said Town of Greenwich, shown on a certain map entitled, “Revised Map No. 2 of Shore Acres, Inc., Greenwich, Sound Beach, Connecticut, E. Benj. Lockwood & John F. Ryan,” now on file in the Town Clerk’s office of said Town of Greenwich, and being Bryon Road, North Street, as shown on said map, and that portion of Sunset Road lying between North Street and the intersection of said Sunset Road by the prolongation southerly of the westerly line of Bryon Road and that portion of Shore Acres Drive lying between Sound Beach Avenue and the intersection of said Shore Acres Drive by the westerly line of said Bryon Road.

The above described land is conveyed to the Town of Greenwich for highway purposes only.

(Emphasis added). 7

“[T]hat portion of Shore Acres Drive lying between Sound Beach Avenue and the intersection of said Shore Acres Drive by the westerly line of said Bryon Road” is marked on the map below. It is undisputed that Lockwood retained the Lot 29 Land when he conveyed the roads to the Town in 1924.

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7 *See also*, Fox Aff., ¶ 9 (noting that the Greenwich RTM did not accept the 50’ Strip as a public road when it accepted the roads in and around Shore Acres).
By affirmatively omitting the Lot 29 Land from the conveyance of all the roads reflected on Map 906 on November 20, 1924, Lockwood made it clear that he did not intend, or alternatively no longer intended, the Lot 29 Land to be either a public or private road.

Thereafter, Lockwood published marketing materials in which he stated that all the roads in the subdivision were public roads owned by the Town, further demonstrating that all the roads that he intended to create in connection with the subdivision had been conveyed to the Town and were now public roads (Exhibit 9).

Moreover, the notion that the Lot 29 Land remained a street (to the extent it was ever actually a street) after the developer merged it with Lot 29 to sell off a bigger tract of land in 1934, prior to the enactment of the subdivision regulations, is without basis in the law. Pursuant to the Town subdivision regulations, street “shall mean any public or private way approved by the
Commission permanently dedicated to movement of vehicles and pedestrians and providing the principal means of access to abutting property. The words shall not include private driveways and rights-of-way.” See Article 4, Section 6-261(7). First, the Lot 29 Land was never “approved by the Commission” as a street because the subdivision was created prior to the existence of the zoning and subdivision regulations. Second, the Lot 29 Land was not historically, and is not now, “permanently dedicated to movement of vehicles and pedestrians and providing the principal means of access to abutting property.” To be clear, the entire approximately 50 feet in width of the Lot 29 Land has not ever, or at least since it was conveyed by Lockwood to Clark in 1934, been a road. Proof of the fact that the Lot 29 Land is not and was never a road includes that (i) three (3) big trees previously existed on the Lot 29 Land thereby preventing it from having been used as a 50-foot-wide road, (ii) there is a large apple tree that has existed on the Lot 29 Land that people accessing the water have always walked to the north of (closer to the Iannaccone property), and (iii) there is a telephone pole on the Lot 29 Land that prevents its use as a 50-foot-wide road.

It would be contrary to the evidence before the Commission to find that the Lot 29 Land is a road when there have been numerous and substantial impediments to the use of such land as a road (i.e., for vehicular traffic) since it was first conveyed by Lockwood. Finally, the definition of “street” as it relates to a subdivision specifically excludes rights-of-way and, therefore, cannot form the basis for a determination that the existence of rights-of-way (or easements) across the Lot 29 Land means that the Lot 29 Land is a street.

Further to the above, the idea that Conn. Gen. Stat. § 13a-49 relating to discontinuance of a private way applies here is mistaken. First, Conn. Gen. Stat. § 13a-49 became effective on June 6, 1963, many years after Lockwood excepted the Lot 29 Land from the conveyance to the Town of “all roads” and then conveyed it out to a private citizen with Lot 29. Second, Conn. Gen. Stat.
§ 13a-49 applies to an improved road, something the Lot 29 Land is most certainly not as vehicular access has been historically blocked by several trees, metal bollards and a telephone pole. Thus, Conn. Gen. Stat. § 13a-49 simply has no bearing on the issue before the Commission and, therefore, should not be considered in the context of the Aresons’ Application. Lockwood, as the owner and developer of Shore Acres, had the right to undo his prior act of depicting the Lot 29 Land on Map 906 as a road by excepting it from the conveyance of all roads to the Town (Exhibit 3-A) and retaining same as a private parcel with which he was permitted to do as he chose. Lockwood thereafter represented in marketing material that all the roads were public roads (Exhibit 7 at p. 5). Then, in 1934, Lockwood conveyed Lot 29 (17 Bryon) to include the Lot 29 Land (Exhibit 3-B). Lockwood’s actions after the creation and filing of Map 906 and prior to the conveyance of all lots in the subdivision to render the Lot 29 Land part of Lot 29. All these actions took place prior to the enactment of Conn. Gen. Stat. § 13a-49 and, therefore, Conn. Gen. Stat. § 13a-49 is not applicable. Indeed, nothing in Conn. Gen. Stat. § 13a-49 renders it retroactive or provides that it applies to roads that were discontinued or abandoned prior to its enactment, nor would same be reasonable or practical in light of the long history of subdivisions and property conveyances pre-dating the statute. See e.g., State v. Faraday, 268 Conn. 174, 196 (2004) (“The inquiry into whether a statute operates retroactively demands a commonsense, functional judgment about whether the new provision attaches new legal consequences to events completed before its enactment.... A statute has retroactive effect when it takes away or impairs vested rights acquired under existing laws, or creates a new obligation, imposes a new duty, or attaches a new disability, in respect to transactions or considerations already past.”).

The actions of Lockwood, as developer, after the creation and filing of Map 906 rebut any presumption that might have been created by said map that the Lot 29 Land was intended to be a
road and, therefore, just like the Commission did in 2009, this Commission must find that the Lot 29 Land is not a road for purposes of the Application.

II. THE FACT THAT OTHERS MAY HAVE RIGHTS TO TRAVERSE ACROSS THE LOT 29 LAND DOES NOT RENDER IT A ROAD

In 1934, Lockwood transferred 17 Bryon, including the Lot 29 Land, to Clark. The effect of that transfer was to give Clark the same rights he had to the Lot 29 Land – fee simple ownership subject to any implied rights arising out of conveyances to others to use the waters of Greenwich Cove. In other words, even though Lockwood previously conveyed the common right to the non-waterfront lot owners “to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acres Drive to Meadow Road,” potentially creating implied easements over the Lot 29 Land, such conveyances did not diminish Lockwood’s fee simple interest in the Lot 29 Land. Nonetheless, the fact that others have or may have a right of access to the waters of Greenwich Cove does not equate to a finding that the Lot 29 Land is a road. As was/is common in waterfront subdivisions in the Town, Lockwood, as developer, sold off the non-waterfront parcels in the subdivision with a right to access the waters of Greenwich Cove granting such parcels the “right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acre Drive to Meadow Road.” (Exhibit 6). These deeded rights do not include, for the most part, an explicit right to use the Lot 29 Land to access said waters, regardless of whether it is determined to be a road (which the Aresons do not concede). Instead, this language arguably gives rise to an easement by implication, that is, a right to traverse over a portion of the Lot 29 Land and the Sunset Road.
Extension² to gain access to the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acre Drive to Meadow Road (now Meadow Place).

“In determining whether an easement by implication has arisen, we examine ‘(1) the intention of the parties, and (2) whether the easement is reasonably necessary for the use and normal enjoyment of the dominant estate.” McBurney v. Cirillo, 276 Conn. 782, 800 (2006) (citations omitted). Relative to question of intent, one must consider the acts of Lockwood. First, Lockwood created a subdivision with a street plan. Second, Lockwood sold off most of the streets to the Town, omitting and preserving the Lot 29 Land (Exhibit 3-A). Third, Lockwood transferred non-waterfront parcels with the right to access the waters of Greenwich Cove. Fourth, Lockwood transferred Lot 29, together with the Lot 29 Land, to Clark, “subject to such rights as may exist

² A driver who turns left (south) onto Bryon Road has three options at the end of Bryon Road –

1. said driver may make a right onto Sunset Road and follow it west toward Greenwich Cove at which point it provides access to a property located at 30 Sunset Road and then ends (this section of Sunset Road is referred to as “Sunset Road Extension”);

2. said driver may travel straight from Bryon Road into the property located at 26 Sunset Road; and

3. said driver may make a left onto Sunset Road, a road running west and east, which ultimately ends at North Street.
therein.” (Exhibit 3-B). From his acts, it is clear that Lockwood at most intended to allow non-waterfront property owners to use some portion of the Lot 29 Land to access the waters of Greenwich Cove vis-à-vis an implied easement. From his acts, it is clear that Lockwood intended to and did, to the extent he even needed to in the absence of zoning and subdivision regulations (which is not conceded), abandon the Lot 29 Land as a road. Relative to the question of “whether the easement is reasonably necessary for the use and normal enjoyment of the dominant estate,” the Aresons do not concede that easements (implied or express) exist to the extent of the entire width (approximately 50 feet) of the Lot 29 Land to access Greenwich Cove. Rather, the easement reasonably necessary for the use and normal enjoyment of the dominant estate is, and has historically been, a footpath measuring approximately 12-14 feet in width blocked by metal bollards installed more than 30 years ago to prevent vehicular traffic. Annexed hereto as Exhibit 11 are some Google Earth images of the footpath, the footpath and Shore Acre Drive, and Shore Acre Drive ending at Byron Road.

Moreover, “[t]he use of an easement must be reasonable and as little burdensome to the servient estate as the nature of the easement and the purpose will permit.” Stefanoni, 282 Conn. at 701. In Stefanoni, the Court analyzed the scope of the rights provided under the following grant, together with an easement of way appurtenant to the property of the Releasee running along the northerly boundary of the Releasors’ premises 10 feet in width until it reaches a point 60 feet from the mean high water line of Holly Pond at which point it starts widening to a maximum width of 25 feet at said mean high water line, said easement being for access to the waters of Holy Point, all as shown on [map no. 3915 in the Darien land records].

The Court found that the purpose of the easement was to provide access to the water and, as such, and based on the historical use by plaintiffs (a path through the woods in its natural condition to reach the water), plaintiffs’ proposal to build a pier was denied. Although the dock issue is not
before the Commission\textsuperscript{9}, this case is instructive regarding the scope of water access easements.

Inasmuch as the historical use of the Lot 29 Land to access the waters of Greenwich Cove has been limited to a footpath measuring approximately 12-14 feet in width, as depicted in the photographs annexed hereto as \textbf{Exhibit 1}, it is clear that the Lot 29 Land should not be deemed a road based on the implied rights of others to use same to access the waters of Greenwich Cove.

\textbf{III. \ THE COMMISSION MUST ADHERE TO ITS 2009 DECISION REGARDING THE CHARACTERIZATION OF THE LOT 29 LAND FOR PURPOSES OF A ZONING APPLICATION}

The Commission is constrained to follow its 2009 decision on the application submitted on behalf of 15 Bryon Road (the “Iannaccone Application”) that the Lot 29 Land is an accessway that provides access to the water, not a road. A copy of the May 19, 2009 decision issued by the Commission is annexed hereto as \textbf{Exhibit 12}. Connecticut General Statutes § 8-2 authorizes the zoning commission of each municipality to regulate the “height, number of stories and size of buildings and other structures; [and] the percentage of the area of the lot that may be occupied,” among other things. “All such regulations shall be uniform for each class or kind of buildings, structures or use of land throughout each district, but the regulations in one district may differ from those in another district.” Conn. Gen. Stat. § 8-2. In \textit{MacKenzie v. Planning and Zoning Commission of Town of Monroe}, 146 Conn.App. 406, 431 (2013), the Supreme Court analyzed Conn. Gen. Stat. § 8-2 explaining, “[t]he obvious purpose of the requirement of uniformity in the regulations is to assure property owners that there shall be no improper discrimination, all owners of the same class and in the same district being treated alike with provision for relief in cases of

\textsuperscript{9} The Commission should be aware that the Aresons’ predecessors granted permission for a dock to be constructed on their property, to which they permitted the Shore Acres community (which is not a legal association) to have access. \textit{See Affidavit of Trevor Nightingale sworn to on June 3, 2019 (“Nightingale Aff.”) at ¶ 7. The Aresons have continued to allow the community to use such dock (reserving the right to remove same), notwithstanding that no one has the right to use or maintain a dock on the Aresons’ property other than the Aresons, and even though the existence of that dock affects the Aresons’ ability to install a private dock.}
exceptional difficulty or unusual hardship by action of the zoning board of appeals.” As recognized by then-Town Planner Diane Fox,

One of the key functions of the Commission is to ensure that the zoning laws, rules and regulations are applied with uniformity. A sitting Commission and Town Planner should endeavor to maintain consistency between current determinations and/or decisions and determinations and/or decisions rendered by their predecessors, unless of course, a prior determination and/or decision was arbitrary. (Fox Aff. at ¶ 11). The Commission, its dedicated staff, including then-Town Planner Diane Fox, then-Assistant Town Planner Katie Blankley (now DeLuca and the current Town Planner), and then-Zoning Enforcement Officer James Maloney, had a full and fair opportunity to review, inspect, and seek legal advice from the Town Attorney regarding all the information necessary to make a decision on the Iannaccone Application. On December 8, 2008, Mr. Maloney requested that counsel for Iannaccone provide certain additional information demonstrating that he was conducting his own research into the matter. A copy of an email exchange between Mr. Maloney and counsel for Iannaccone is annexed hereto as Exhibit 13. In response, counsel for Iannaccone (who has been unfairly accused of misleading the Commission) sent the Field Card for 15 Bryon to Mr. Maloney noting on the cover page, “[i]t does not appear to include the extra land” demonstrating that she was not attempting to mislead the Commission. A copy of that fax is annexed hereto as Exhibit 14. Counsel also advised the Commission that the Iannaccone “property [was] adjacent to a vacant parcel of land owned by Mr. and Mrs. Nightingale.” A copy of counsel’s December 8, 2008 letter with original attachments is annexed hereto as Exhibit 15. The “vacant parcel” referred to by counsel was the Lot 29 Land, an unimproved strip of land measuring approximately 50 feet in width by approximately 100 feet in length which was conveyed by the developer (Lockwood) in 1934, and in every deed since that time, not as a separate parcel, but actually “together with” Lot 29. Assuming arguendo that the Lot 29 Land was a separate parcel
that was separately conveyed by Lockwood, such parcel is nonconforming and, as such, merged with Lot 29. In her letter, counsel further noted the existence of “an” easement allowing access to the water. Any attempt to make a “mountain out of a molehill” because counsel referred to “an” easement instead of “multiple” easements should not inure to the benefit of Opposition and to the detriment of the Aresons. Indeed, Opposition still has the very same rights that were conveyed to them – the right to access the waters of Greenwich Cove – with which the Aresons have not interfered, nor do they intend to interfere should their Application be granted. Tellingly, not one of the deeds that has been proffered by the Opposition gives a property owner the explicit right to use, vehicular or otherwise, the Lot 29 Land. Moreover, even if such deeds do exist, any deeded right has been limited by virtue of the historical use of the Lot 29 Land – a footpath measuring approximately 12-14 feet in width blocked from vehicular use by bollards.

The claim that the Commission, its staff, including Katie Blankley (now DeLuca), and the Zoning Enforcement Officer, James Maloney, were misled by counsel for Iannaccone in 2009 is belied by the evidence which shows that they conducted their own research and requested counsel to provide additional evidence before rendering a decision. Indeed, as Ms. Fox states under oath in her Affidavit, “Jim Maloney, on behalf of the Town of Greenwich, signed a letter dated December 9, 2008 which indicated that he found that the 50’ Strip was NOT a road, 15 Byron was NOT a corner lot, and therefore 15 Bryon was NOT subject to corner lot setbacks. Accordingly, the Commission permitted the owner of 15 Byron to build its proposed residence with a regular side yard setback (“15 Bryon Decision”) and NOT with the setbacks applicable to a corner lot.” (Fox Aff. at 7). If this Commission were to accept the self-serving argument of Opposition, it would call into question hundreds, if not thousands, of decisions on zoning matters. Indeed, every decision during Mr. Maloney’s tenure as Zoning Enforcement Officer would be subject to attack
on a claim that insufficient evidence was presented by the applicant to support such decision. Taken to its logical conclusion, every decision during a prior Commission’s tenure would be subject to attack and change by a subsequently empaneled Commission simply by claiming that not enough evidence was submitted to the prior Commission to enable it to perform its analysis. Such precedent would open the proverbial floodgates of reviewing prior decisions in an effort to bring about a different result.

After her review of the evidence (which did not include any opposition from interested parties, including the neighbors who have recently engaged in aggressive tactics to prevent the Aresons from building their retirement home for more than 4 years now), Ms. Blankley noted in her staff report dated May 1, 2009, a copy of which is annexed hereto as Exhibit 16, that the Lot 29 Land “appears to be a shared accessway to the water.” Thereafter, the Commission determined that normal setbacks, rather than the corner lot setbacks, applied to 15 Bryon Road. Underlying that decision, was a determination that the Lot 29 Land was not a road, at least for purposes of the zoning application (Fox Aff. at ¶ 7). Pursuant to Conn. Gen. Stat. § 8-2, the Commission must uniformly apply the regulations to all property owners “of the same class and in the same district.” In other words, the Commission is statutorily prohibited from treating similarly situated residents differently. The Town approved the Iannaccone Application as a non-corner lot and allowed the Iannaccones to build their house within 15.6 feet of the Lot 29 Land, rather than the 22.5 feet which would have been required if corner lot setbacks applied. The Aresons knew about and relied on the Commission’s determination on the Iannaccone Application that the Lot 29 Land was not a road when they purchased their property and demolished the pre-existing home. The Commission may not now disregard its prior determination and, instead, must find that normal, and not corner lot, setbacks apply to 17 Bryon because the Lot 29 Land is not a road (Fox Aff. at ¶ 11).
IV. THE TOWN HAS ALREADY ACKNOWLEDGED THAT THE LOT 29 LAND IS PART OF LOT 29 BY TAXING THE ARESONS FOR SAME

When Lockwood transferred the roads to the Town in 1924, the Filed Maps should have been corrected to remove the Lot 29 Land; they were not and unfortunately, we cannot rewrite history. What we do know is that subsequent to Lockwood’s retention of the Lot 29 Land for himself, he conveyed it with Lot 29 thereby creating one parcel of land across which some of the neighbors have an implied easement to access the waters of Greenwich Cove. At that point in time, zoning matters were not nearly as hotly contested and records were not updated like they are today, with an eye toward avoiding a potential future dispute. The fact that the handful of owners of 17 Bryon since Lockwood did not discover this inadvertent error should not be used against the Aresons in connection with their Application. Upon discovery of this issue, the Aresons began taking steps to correct the Tax Assessor’s records so that they would be properly paying taxes on the entirety of the parcel they own, that is Lot 29 including the Lot 29 Land to the southern property boundary of 15 Bryon Road. In point of fact, in 2019, the Town consolidated the Lot 29 Land with Lot 29 for tax purposes thereby recognizing that the Lot 29 Land is part of and merged with Lot 29, and now collects taxes on the entirety of the parcel.

V. THE CHARACTERIZATION OF SUNSET ROAD EXTENSION AS A ROAD DOES NOT REQUIRE THE COMMISSION TO FIND THAT THE LOT 29 LAND IS A ROAD

The Commission should not find that the Lot 29 Land is a road simply because it determined that Sunset Road Extension is a road because the Lot 29 Land and Sunset Road Extension are distinguishable. The Lot 29 Land is not now, nor has it historically been, used for vehicular traffic. In fact, more than thirty (30) years ago, Mr. Nightingale installed removable metal bollards on the Lot 29 Land to prevent driving thereon. Conversely, Sunset Road Extension must be, and historically has been, used for vehicular traffic because one cannot access the property
located at 30 Sunset Road without driving down Sunset Road Extension. (Nightingale Aff. at ¶¶ 6, 8, 9, 10). In other words, the owner of 30 Sunset has an easement by necessity for vehicular purposes to access his home (putting aside any deeded rights said owner may have, which we do not analyze herein). Further, although the Lot 29 Land might have originally been planned to be a road, it was conveyed, not to the Town with the roads in Shore Acres, but rather to a private citizen together with Lot 29 in 1934. Since that time, the Lot 29 Land has been part of Lot 29 subject only to the implied easement rights of others to traverse it to access the waters of Greenwich Cove. Indeed, it has been blocked for more than 30 years by bollards preventing vehicular access, and approximately 35 feet of the 50-foot width has been occupied by trees, grass, plantings, and a telephone phone, leaving a path measuring approximately 12-14 feet in width down the Lot 29 Land for access purposes.

CONCLUSION

For the reasons detailed herein, the Commission must find that the Lot 29 Land is an accessway and not a road, and the Aresons’ Application should be approved with setbacks applicable to normal, not corner, lots.

Dated: Greenwich, Connecticut
December 1, 2021

Ivey, Barnum & O’Mara, LLC

By:  /s Andrea C. Sisca
Stephen G. Walko, Esq.
Andrea C. Sisca, Esq.
170 Mason Street
Greenwich, Connecticut 06830
Telephone No.: 203-661-6000
Email: swalko@ibolaw.com
asisca@ibolaw.com
Transmittal

To: Planning and Zoning Commission

Address: 101 Field Point Road, Greenwich CT 06830

Phone: 203.622.7480       Date: October 7, 2021

From: Rocco V. D’Andrea, Inc.       cc: Nicole and David Areson

Re: 17 Bryon Road, Old Greenwich

Enclosed please find the following attached in conjunction with an Application for Final Site Plan and Coastal Site Plan for the above referenced site in the CAM Zone. The owners of 17 Bryon Road are proposing to construct a new home. The existing home and detached garage were removed. The purpose of this application is to obtain approval to allow the proposed home in the CAM Zone.

- One (1) copy of the Final Site Plan Review Set including existing conditions topographic survey dated October 1, 2021.
- One (1) copy of a Zoning Location Survey dated October 1, 2021.
- One (1) architectural plans prepared by James Tuttle AIA dated.
- One (1) copy of an 11”x17” reduction of the above-mentioned plans.
- One (1) copy of the Floor Area Worksheet James Tuttle AIA dated.
- One (1) copy of The Grade Plane Computation
- The original of the Applications for Site Plan and Coastal Site Plan.
- One (1) copy of the Town of Greenwich GIS topography map of the property and adjacent properties, in color. 1” = 100’ scale.
- One (1) copy of the tax ID cards from the Town of Greenwich.
- One (1) copy of a Project Narrative.
- The application fee of $1070.00 and $1200.
- One (1) copy of certificate of mailing with affidavit and notice.
- One (1) copy of completed checklist.
- One (1) copy of the Drainage Summary and Long Term Maintenance Reports dated October 1, 2021.
- One (1) copy of Agent Authorization letter

Please contact us if you need further information regarding this submission.
CHEMISTRY
PRIVATE
CLIENT
PAY TO THE
ORDER OF: TWENTY HUNDRED
DOLLARS
JP Morgan Chase Bank, N.A.

MEMO

[Signature]

DATE: 5/29/21

1200.00

CHEMISTRY
PRIVATE
CLIENT
PAY TO THE
ORDER OF: ONE THOUSAND SEVENTY
DOLLARS
JP Morgan Chase Bank, N.A.

MEMO

[Signature]

DATE: 5/29/21

1070.00
October 4, 2021

Town of Greenwich
Planning & Zoning Commission
101 Field Point Road
Greenwich, CT 06830

Re: Coastal Site Plan Application
17 Bryon Road
Areson

To Whom It May Concern:

As the owners of the referenced property, we hereby authorize Rocco V. D’Andrea, Inc. to represent our interests in presenting an application on our behalf to the Greenwich Planning and Zoning Commission for approval of a Coastal Site Plan Application.

David Cristy Areson

Nicole Areson
Site Plan Application

Property Address: 17 Bryon Road
Property Owner: Nicole Malladot Areson, David Chri
Email: malladot@sbcglobal.net
Applicant: same
Authorized Agent: Rocco V. D'Andrea Inc
Email: rich.regan@rvdi.com

Tax ID: 06-1347/s
Address: 14 Hendrie Ave Riverside 06878
Other Phone: 203.637.1779
Cell Phone: 
Other Phone: 
Address: 
Other Phone: 
Select One: □ Pre-Application □ Final
Zone(s): R-12 Lot Area: 14,430 sf

Please select all relevant items below:

□ 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 ______________________
□ 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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<tr>
<td>Gross Floor Area</td>
<td></td>
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</tr>
<tr>
<td>Parking Spaces</td>
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<td><strong>TOTAL SQUARE FOOTAGE</strong></td>
<td><strong>4455</strong></td>
<td><strong>4545</strong></td>
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<tr>
<td><strong>BUILDING HEIGHT</strong></td>
<td><strong>34'-7&quot;</strong></td>
<td><strong>35'</strong></td>
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<tr>
<td><strong>BUILDING COVERAGE</strong></td>
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<tr>
<td><strong>LOT COVERAGE</strong></td>
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<tr>
<td><strong>TOTAL PARKING SPACES</strong></td>
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<tr>
<td><strong>GREEN AREA</strong></td>
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<td></td>
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<tr>
<td><strong>AGE OF STRUCTURE</strong></td>
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<tr>
<td><strong>THIS SITE PLAN INVOLVES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Additions</td>
<td></td>
<td>□ Alterations</td>
<td>□ Demolition</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Re-Construction
New Single Family Home

pzSitePlanApp 2020
Application Signature Page

Property Address: 17 Byron Road Tax ID: 06-1347/5

Property Owner 1: Nicole Malladot Areson Address: 
Email: malladot.sbcglobal.net Cell Phone: Other Phone: 
Signature: 

Date: 10/7/21

Property Owner 2: David Christy Areson Address: 
Email: Cell Phone: Other Phone: 
Signature: 

Date: 10/7/21

Property Owner 3: Address: 
Email: Cell Phone: Other Phone: 
Signature: 

Date: 

Property Owner 4: Address: 
Email: Cell Phone: Other Phone: 
Signature: 

Date: 

Applicant: Address: 
Email: Cell Phone: Other Phone: 
Signature: 

Date: 

Authorized Agent: Address: 
Email: Cell Phone: Other Phone: 
Signature: 

Date: 

pzSignaturePage 2020
TOWN OF GREENWICH
Town Hall ~ 101 Field Point Road ~ Greenwich, CT 06830
Planning & Zoning Department ~ 203-622-7894 ~ Fax:203-622-3795

Site Plan Review Checklist

Property Address: 17 Bryan Road  Tax ID: 06-1347/5
Anticipated Type of Application: Final Site Plan & Coastal Site Plan

All applications for preliminary and final site plan approval shall be made on the appropriate forms as provided by the Planning Staff. The following items must also be provided with the application. If any of the following items are not filed at the time of application, the application may be returned to the applicant in order that it may be filed in the entirety at an appropriate future date. Required Items: (Sec. 6-14)

Please check the items submitted below:

☐ 1. Fifteen copies of a survey, folded to 9" x 12", showing existing conditions, including:
   - a. Locations and dimensions of all existing buildings, structures, fences, retaining walls, utility facilities, trees of six (6) inches or more in diameter at breast height, and other similar features.
   - b. Existing contours at no more than a two-foot vertical interval, unless waived by the commission Staff in circumstances where such contours may not be necessarily pertinent. The survey shall indicate topographic conditions of property immediately adjoining the subject parcel.
   - c. The location of all existing watercourses, intermittent streams wetlands as required by IWWA, Flood Hazard Lines as determined by FEMA, springs and rock outcrops or a note indicating that none exist, with the sources of information listed.
   - d. The zone in which the land to be developed falls and the location of any town and zone boundary lines within or adjoining the tract, and yard dimensions to existing buildings. Lot area, by zone, shall be indicated.
   - e. The title of the development, date, revision date if any and nature of revision, north arrow, scale, and the name and address of owner and names of owners of adjacent land.
   - f. Street and property lines, curbs, edges of pavement, sidewalks, easements, right-of-way, covenants, and deed restrictions.
   - g. Traffic lights and controls, public trees, catch basins, hydrants, and power and telephone lines in adjacent streets.
   - h. Certification with the signature and seal or registration number of a registered land surveyor licensed in the State of Connecticut that the drawing is substantially correct to A-2 Standards, and that the property is in a designated zone under the zoning regulations.

☐ 2. Fifteen sets of a detailed Site development plan, at a readable scale, folded to 9" x 12", prepared in accordance with all applicable Town standards including the Roadway Design and Drainage Design Manuals, and signed by a professional architect, land surveyor, or engineer licensed in the State of Connecticut, showing:
   - a. Location, dimension, and elevation of all proposed buildings, structures, walls, fences.
   - b. Location dimensions and surface treatment of all existing and proposed parking and loading spaces, traffic access and circulation drives, and pedestrian walks. Sidewalks are to be provided as required by the Building Zone Regulations.
   - c. Approximate location of proposed utility lines, including water, gas, electricity, sewer and the location of any transformers.
   - d. Note specifying source of water and method of sewage disposal.
   - e. Existing and proposed contours at units of no more than a two-foot interval unless waived by the Commission's staff. Cuts and fills and estimates of blasting to be submitted at time of final site plan.
   - f. Location, size and type of proposed landscaping and buffer planting and the designation of those areas of natural vegetation not to be disturbed.
   - g. Any other similar information determined by the Commission staff to provide for the proper enforcement of the Building Zone Regulations.
   - h. Zoning statistics including: Gross Floor Area, Floor Area Ratio, Usable Floor Area, Required Parking, Actual Parking

pzSitePlanChecklist2020
Provided, Building Height, Building Footprint, and Area Devoted to Surface parking, Building and Drives.

Provisions for compliance with Americans with Disabilities Act (Handicap Access) and State Building Code.

Coastal Area Management Application for projects within the Coastal Overlay Zone.

Eight sets of architectural plans, signed and sealed by an architect registered in the State of Connecticut, of all floors, all exterior elevations showing existing and proposed grade conditions. Elevations are to detail architectural elements by labeling materials, color and dimensions. Each architectural elevation shall show the absolute building height as well as building height for zoning purposes. All HVAC facilities are to be shown on architectural elevations.

Three copies of Floor Plan Work Sheets with the dimensions and calculated floor areas for each floor prepared in accordance with Sec. 6-5(22). Consult Commission Staff for required format.

Three copies of “building coverage” computation sheets.

Three copies of “area devoted to surface parking, building, and drives” worksheets.

Five copies of sight distance certification reports when required by a preliminary site plan review or when advised by the commission staff pursuant to item 2(g) of this checklist.

Three copies of Volume calculations per 6-101.

Completed Traffic Impact Evaluation Form if applicable. Submission requirements are defined on the form, available at the Commission office. A traffic report may be required.

Ten copies of completed application form signed by applicant or authorized agent, owners and contract purchasers, as applicable.

Ten copies of completed Special Permit form, if required by Building Zone Regulations.

Fifteen copies of detailed, inclusive narrative description of the proposed project. For those projects involving amendments to the Building Zone Regulations and/or amendments to the Building Zone Regulation Map, the narrative description must provide the section number and text for the proposed amendments(s) to the BZR and an explanation providing justification for the proposal. For map changes, a scaled drawing at 1" to 400' needs to be provided for affected areas(s).

Eight copies of reductions in, 11 x 17 size, or other appropriate size, providing a readable, clear plan of proposed site development and architectural plans.

A showing that an adequate source of potable water is available to satisfy the needs of the proposed development as per Sec. 6-15(a) (5), signed by C.A.W.C.

An affidavit certifying that all abutting property owners have been notified, as evidenced by the submission of a certificate of mailing or certified or registered mail receipts about said application. A schedule of names, addresses, shown on a GIS map with lot lines indicating the location of the notified property owners. Owners of lots, or portions of lots, which are across a public or private street shall be deemed to be abutting property owners. For projects which require the preliminary review by the Conservation Commission, the notice shall be sent by the applicant to abutting owners two weeks prior to any scheduled hearing date of the Conservation Commission.

Authorization for the agent and contract purchasers to act on behalf of the certified property owner(s).

A separate schematic plan at a scale no larger than 1"-100" indicating buildings, parking and drives on the site and all adjoining properties, including those across the street, and the nearest cross street.

Five copies of a Drainage Summary Report as per Department of Public Works and the Town Drainage Design Manual. The summary report must be prepared in accordance with the following formats: PRELIMINARY: Existing and proposed storm water distribution, existing and proposed runoff rates, capability of off-site drainage facilities to accommodate proposed runoff, capability of off-site soils to accommodate percolation or detention if proposed, and identification of proposed drainage structures. FINAL: Final structure design details, prior approval from IWWA, Engineering Division and Conservation Commission as appropriate, and all information required by the preliminary report or two copies of drainage exemption forms.

In accordance with Sec. 6-183.1 to 6-183.10 of the Building Zone regulations, tree protection and sedimentation and erosion control plans shall be submitted with all site plan applications.

All applications for final site plans shall be in the form of a survey prepared by a registered Connecticut land surveyor having metes and bounds, dimensions of all buildings, parking and drives, setbacks of all structures from property lines, setbacks between buildings, and certification that building dimensions shown thereon are the same as the approved architectural plans. Architectural and drainage plans are to be references by title, date(s) and sheet numbers.

Required fee submitted at time of application (see fee schedule).

"It is the belief of the PZC staff that this application is incomplete because of the failure of the applicant to provide the materials..."
referred to above. This application will be reviewed by the PZC and a decision made as to whether it is complete or incomplete at its public meeting to be held in the PZC office."

All applicants must make an appointment to submit this application with the Applications Coordinator, Peter Mangs, who can be reached by (email) Peter.Mangs@greenwichct.org or (phone) 203-622-7894.

NOTE: Any new documentation presented at Planning and Zoning Meetings shall be submitted to staff so that they can be made part of the record. Please ensure all documents can easily be removed from presentation boards.
APPLICATION FOR REVIEW OF COASTAL SITE PLAN

Applicant’s Name: Nicole Malladot Areson, David Cristy Areson  Date: October 4, 2021
Address: 14 Hendrie Avenue, Riverside CT 06878
Project Address or Locations: 17 Bryon Road, Old Greenwich

The following information must be supplied by the applicant and submitted in addition to, and along with, any application, plans and data required for approval of the proposed project under the zoning and/or subdivision regulation of the municipality. Attach additional sheets if more space is required.

1. PLANS

A. Project Plan(s)
This application must be accompanied by a plan (or plans) of the entire project indicating 1) project location, 2) design of all existing and proposed buildings, structures, and uses, 3) all proposed site improvements or alterations, and 4) ownership and type of use on adjacent properties.

B. Coastal Resources
This application must be accompanied by a plan showing the location of all coastal resources (as defined in Section 22a-93(7) of the Connecticut Coastal Management Act) on and contiguous to the site.

2. WRITTEN INFORMATION

A. Description of the Proposed Project
Describe the entire project including types of buildings and structures, uses, methods and timing of construction, type and extend of development adjacent to the site. This information should supplement and/or clarify plans in 1(A) above.

The existing home and detached garage on the property have been demolished. A new single-family home is proposed to be constructed, along with a patio, driveway, utility connections, including sewer, and a drainage system. The new home will be located within the AE (13') flood hazard zone. The ground floor will not contain any habitable space and will be open or contain flood vents. The first floor framing will be well above the base flood elevation. All mechanical equipment will be installed on a platform one (1) foot above the base flood elevation. There are two existing docks on the property which will remain.
B. Description of Coastal Resources

Identify the coastal resources on and contiguous to the site (as shown on the coastal resources map) and describe their condition. This information should supplement and/or clarify the plan in 1(B) above.

The following coastal resources are labeled on the site plan: Flood hazard zones (AE - 13', VE - 16'), Tidal wetland, intertidal flats, modified escarpment, hard clam, estuarine embayment

C. Assessment of the Suitability of the Project for the Proposed Site and the Capability of the Resources to Accommodate the Proposed Use.

(1) Identify any and all coastal use policies (in Section 22a-92(10)(b)(1) of Connecticut Coastal Management Act) applicable to the proposed project.

Manage uses in the coastal boundary through municipal regulation

(2) Identify and all coastal resource policies (in Section 22a-92(10)(b)(2) of Connecticut Coastal Management Act) applicable to the proposed project.

Preserve natural resources (escarpments, tidal wetlands, intertidal flats, hard clams, estuarine embayment) and minimize hazards to life and property in coastal hazard areas.

(3) Describe how the proposed project is consistent with all of the coastal policies identified in C (1) and (2) above (i.e. describe the extent to which the project complies or conflicts with each policy, the project should be modified to reduce or eliminate the conflict.)

Silt fence will be installed to delineate limits of disturbance to protect natural resources. The proposed dwelling will be elevated so as to minimize flood hazard.

D. Evaluation of the Potential Beneficial and Adverse Impacts of the Project and Description of Proposed Methods to Mitigate Adverse Effects.

(1) Identify and describe the potential adverse impacts (as defined in Section 22a-93(15) of Connecticut Coastal Management Act and potential beneficial impacts of the project on coastal resources.

There are no adverse impacts. A beneficial impact is minimizing risk of flood damage to property.

FOR WATERFRONT PROPERTY ONLY:

(2) Is the project a water dependent use as defined in Section 22a-93(16) OF THE CONNECTICUT Coastal management Act? If, so, explain why.

No, the site will continue to be used as a single family residence.
FOR WATERFRONT PROPERTY ONLY:

(3) Describe the impacts of effects (either positive or negative) that the project will have on future water dependent uses or development on and adjacent to this site as defined in Section 22a-93(17).

This project imposes no additional limits on future water-dependent uses on or near the site than are already imposed by municipal zoning regulations.

(4) Describe the proposed measures to mitigate (reduce or eliminate) any adverse impacts on coastal resources described in D(1) and, if applicable, on future water dependent development opportunities described in D(3).

N/A (no adverse impacts)

E. Demonstration of the Acceptability of Remaining or Unmitigated Adverse Impacts on Coastal Resources and Future Water Dependent Uses and Development.

(1) Describe any adverse impacts that remain after employing all reasonable mitigation measures.

None

(2) Explain why these remaining adverse impacts were not mitigated.

N/A

(3) Explain why the commission reviewing this application should find these remaining adverse impacts to acceptable.

N/A
Project Narrative Planning and Zoning Application  
Proposed Single Family Home  
17 Bryon Road, Old Greenwich  
Tax ID #06-1347/S  
October 7, 2021

Nicole and David Areson are proposing to redevelop 17 Bryon Road in Old Greenwich, CT. The property is on the west side of Bryon Road, across from the intersection with Shore Acre Drive. The parcel is approximately 14430 sf in area and lies within the R-12 zone and is a waterfront property adjacent to Greenwich Cove.

The existing dwelling and garage have been removed, but are depicted on site plans for reference purposes. A new single-family home will be constructed along with site amenities including driveway, site utility connections including sewer, a drainage system and landscaping. A gravel path leads to the Areson’s pier with a floating dock.

The proposed development will increase the amount of impervious cover on the site from 4818 to 5663 sf (31%). A drainage system will be installed to treat runoff and throttle peak flows using LID BMPs. The proposed development is considered a redevelopment project under the Greenwich Drainage Manual and a “Drainage Summary Report...” has been prepared and filed with this application.

The property lies within Flood Zones VE (El 16) and AE (El 13). Due to the location, the new home is proposed to be elevated on columns. The home will be built entirely within the AE (13) Zone.

For a depiction of the existing site conditions and the proposed development, refer to a set of plans prepared by Rocco V. D’Andrea, Inc. entitled “Final Site Plan Review Set” dated October 1, 2021.

Sewer Connection and Potable Water

The existing home that was removed was served by public sewer in Bryon Road and the new home will be re-connected to the same sewer lateral in compliance with the requirements of the Sewer Division. Refer to the “Development Plan” for sewer lateral location. The property is served by public water supply.

Sediment and Erosion Controls (S&E)

A comprehensive S & E plan depicting appropriate standard and site-specific controls has been detailed on the plans.

Summary

Based on the above, if the proposed development is constructed as proposed, there will be no negative environmental impacts to Long Island Sound or adjoining properties.

Richard Regan, PE  
Rocco V. D’Andrea, Inc.

Rocco V. D’Andrea Inc.
ARESON NICOLE MALLADOT &

OWNERSHIP
ARESON NICOLE MALLADOT &
ARESON DAVID CRISTY W/S
14 HENDRIE AVENUE
RIVERSIDE, CT 06878
LOT NO 29 & 10 FT STRIP B RYON & SHORE AVE DR

BRYON ROAD 0017
Tax ID 428/021
Printed 09/19/2017 Card No. 1 of 1

TRANSFER OF OWNERSHIP

Date
08/24/2017 NIGHTINGALE TREVOR 
10/25/1999 NIGHTINGALE TREVOR & FRAN
08/05/1991 NIGHTINGALE MARGARET EDGE (SEE MEMO)
07/01/1991 NIGHTINGALE MARGARET EDGE
08/26/1949 NA

RESIDENTIAL

VALUATION RECORD


VALUATION
Market
2471700
1669430
60830
1730190

T 2384800 2242200 2024000 4157400 2071900 2071900
B 86900 87600 67100 243500 243500 243500
T 2471700 2329800 2091100 4400900 2315400 2315400

70% Assessed
1696300
61320
1630860

Table
0.1592 0.0 1.0 1.0 100.00 10000.00
Prod. Factor
1.00 0993718.00 993718.00
Effective Depth
1.00 0993718.00 993718.00
Effective Frontage
1591000 F -10%

LAND DATA AND CALCULATIONS

Land Type Soil ID Measured Table Prod. Factor Rating
Effort Acreage -or- Effective -or- -or- or- Depth Factor
Acreage Depth Factor Base Rate Adjusted Rate Extended Value Influence Factor Value
1 Waterfront Res. Land (A) 64.0 0.1592 0.0 1.0 1.0 0993718.00 993718.00 1591000 F -10% 1431900 640000
2 Water Frontage

Supplemental Cards
TRUE TAX VALUE 2071900

Supplemental Cards
TOTAL LAND VALUE 2071900

CRM: 1154
WTRF: Water Frontage: 64 FF

Permit Number Filing Date Est. Cost Field Visit
Type


CERTIFICATE OF MAILING
Tax Acct. #06-1347/S
17 Bryon Road, Old Greenwich
September 29, 2021

1) Tax Acct. #06-1944/S
Christopher & Michele Iannaccone
15 Bryon Road
Old Greenwich CT 06870

2) Tax Acct. #06-3009/S
Brian & Sydney Williams
18 Bryon Road
Old Greenwich CT 06870

3) Tax Acct. #06-2348/S
Reunion LLC
27 Sunset Road
Old Greenwich CT 06870

4) Tax Acct. #06-1303/S
Ludwig & Irene Willisch
14 Bryon Road
Old Greenwich CT 06870

5) Tax Acct. #06-2161/S
Alan I. Annex, Tr.
12 Bryon Road
Old Greenwich CT 06870
AFFIDAVIT

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD )

: GREENWICH

I, Richard Regan, being first duly sworn, do hereby certify that on October 7, 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 September 29, 2021, of property abutting (as said term is defined in Sec. 6-14(a)14 of the Greenwich Building Zone Regulations), the property belonging to David Areson and Nicole Areson, at 17 Bryon Road for whom an application for approval of a Coastal Site Plan to permit construction of a new home, and install drainage, landscaping and utilities has been filed with the Planning and Zoning Commission.

Richard Regan, PE

Subscribed and sworn to before me on October 7, 2021

Alicia Melillo
Notary Public
My Commission Expires 4/30/2026
October 7, 2021

Re: Greenwich Planning & Zoning Commission
17 Bryon Road, Old Greenwich
Tax ID #06-1347/S

Dear Adjacent Property Owner,

Please be advised that on behalf of Nicole and David Areson, we have filed an application with the Town of Greenwich Planning & Zoning Commission for Coastal Area Management (CAM) approval to construct a new home and install drainage, landscaping and utilities on the above-referenced property.

Further information concerning this application may be obtained by contacting the Planning and Zoning Commission, or by contacting our office.

Sincerely,

RAR:adm
17SI CAM Notice

cc: Planning & Zoning Commission
Nicole & David Areson

Richard A. Regan, PE
PERMIT NEED DETERMINATION QUESTIONNAIRE
[This form is NOT an IWWA Application]

PROJECT: Street Address 17 Byron Rd

PARCEL ID #: 06 1347
Has there ever been an IWWA application for this site? YES NO Appl. #

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 B100a? YES NO

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

Owner's full name [please print] David Arison / Nicole Mallidot Arison Phone ( )
Mailing address 14 Hendrie Ave Town Riverside Zip 06878
Authorized Agent's name [please print] Rocco V. D'Andrea Inc Phone (203) 637-7779
Mailing address 6 New Lane Town Riverside Zip

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 property owner [ ] or, authorized agent [ ] I believe that the information I have submitted is correct.

Signature __________________________ Date 10/8/21

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 10/8/21 Field Inv Date __/__/__ WET/WC? YES NO TIDAL [ ]
Action Required? YES NO if yes, DR AA AR SIA Staff

Soils Report Date __/__/__ Author Soil
Comments: ________________________________

Fee Received: YES NO Comment:

IWWA Questionnaire Revised 9/21/17
DRAINAGE SUMMARY REPORT

For

17 Bryon Road
Old Greenwich, Connecticut

Prepared For

Nicole Malladot Areson
David Cristy Areson

December 17, 2018
REVISED MARCH 13, 2019
REVISED OCTOBER 1, 2021

Richard Regan, PE
CT License No. 13247
DIRECTLY CONNECTED IMPERVIOUS AREA (DCIA) CERTIFICATION
PRE-CONSTRUCTION

Property Address: 17 Bryan Road
Tax Account No.: 06-1347/5

Building Permit No.: __________________________

PLANS & DRAINAGE SUMMARY REPORT INFORMATION

Engineering Firm: ROCCO V. D'Andrea Inc
Design Plans Date: [10-1-21]
Drainage Report Date: [10-1-21]

PROPERTY INFORMATION FOR DIRECTLY CONNECTED IMPERVIOUS AREA (DCIA)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Area Under Existing Conditions (SF)</th>
<th>Total Area Under Proposed Conditions (SF)</th>
<th>Total Disconnected Impervious Area Under Proposed Conditions (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Impervious Area</td>
<td>4,329</td>
<td>5,663A</td>
<td>4,045</td>
</tr>
<tr>
<td>1618 sf of existing in deeded Public Access Area to remain</td>
<td></td>
<td></td>
<td>1618 A</td>
</tr>
</tbody>
</table>

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, Culverts, 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 [10-1-21]

Engineer's Seal

Form SC-107

February 2021
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- Watershed Analysis
  - Existing Conditions ................................. 1
  - Proposed Conditions ............................... 2
- BMPs and LID .................................................. 2
- Conclusion ...................................................... 2

**Exhibits**
- Watershed Map – Existing Conditions .......................... Exhibit A
- Watershed Map – Proposed Conditions .......................... Exhibit B
- USDA Soil Delineation Map ....................................... Exhibit C

**Appendices**
- Stormwater Management Standards Narrative ................... Appendix A
- Credits for LID BMPs ............................................... Appendix B
- Stormwater Design Calculations WQV, Drawdown ................ Appendix C
- HydroCAD Analysis – Existing Conditions ....................... Appendix D
- HydroCAD Analysis – Proposed Conditions ....................... Appendix E
- Soil Results ....................................................... Appendix F

_Rocco V. D'Andrea Inc._
NOTE: Changes related to the October 1, 2021 revision of the Development Plan and Drainage Report are bolded herein. The proposed driveway has been relocated from the portion of the which is subject to public access. The Hydrocad Proposed Condition Runoff Analysis has revised to reflect the modified driveway.

Project Summary

Nicole and David Areson are proposing to redevelop 17 Bryon Road in Old Greenwich, CT. The property is on the west side of Bryon Road, across from the intersection with Shore Acre Drive. It lies within an R-12 zone and is a waterfront property adjacent to Greenwich Cove.

The existing dwelling and garage have been removed recently but are depicted on site plans for reference purposes. A new single-family home will be constructed along with site amenities. A gravel access to a dock on the waterfront that other property owners in proximity have the right to use is proposed to remain.

The proposed development will increase the amount of impervious cover on the site from 4329 to 5663 square feet (31%). A drainage system will be installed to treat runoff and throttle peak flows using LID BMPs.

The property lies within Flood Zone VE (El 16) and AE (El 13). Because of this the new home is proposed to be built on columns.

For a depiction of the site and the proposed development, refer to a set of plans prepared by Rocco V. D’Andrea, Inc. entitled “Final Site Plan Review Set” dated October 1, 2021.

Watershed Analysis

Drainage patterns for the site were analyzed using HydroCAD version 10, with runoff data generated for the 1, 2, 5, 10, 25, 50 and 100-year storm frequency events.

In this analysis, the site was divided into various drainage areas discharging to two Points of Concern (POCs). Referring to the watershed maps in Exhibits A & B, POC A is Greenwich Cove while POC B is the adjacent property to the south. Note that POC A is “Greenwich Cove is a tidally-influenced body of water.

According to the USDA soil delineation map included in Exhibit C, the property lies within a mapped area of HSG-B soils.

Existing Conditions

Under original conditions, the site supported a single-family dwelling, garage, and other structures. Greenwich Cove and borders the site to the West. The property fronts on the westerly side of Bryon Road.

A 24” storm drain runs through the property and discharges into Greenwich Cove. This is assumed to be a Town of Greenwich storm.
The site is divided into one drainage area flowing to each POC, POC A and POC B.

Proposed Conditions

In proposed conditions, a new single-family home will be built. The house will be constructed on columns as the property is in a flood zone. Also proposed are a patio, driveway, and a drainage system. Gravel storage will be provided under the permeable paver driveway and under the proposed patio in order to treat runoff.

As stated previously, the gravel path to the dock is **proposed to remain**. Refer to the Proposed Conditions Drainage Map, Exhibit B.

The proposed site is modeled as **five** drainage areas. **Four** areas flow to POC A. The proposed dwelling roof is proposed to flow toward the gravel storage below the permeable paver driveway and the permeable paver patio flows into the stone reservoir below itself. Refer to the Proposed Conditions Drainage Map, Exhibit B.

**BMPs and LID**

Two BMPs are proposed: One LID permeable paver driveway system, and one gravel bed under the permeable paver patio. Together, they treat **100% of impervious area under proposed improvements**. The existing gravel access and concrete ramp to a dock on the waterfront that other property owners in proximity have the right to use is not being treated.

The proposed permeable paver system consists of permeable pavers and base with a stone reservoir below. It is designed to treat the Water Quality Volume (WQV) of the contributing area and to throttle peak flows. The system discharges to a level spreader and eventually to POC A. Permeable paver systems are considered LID.

The second BMP is a gravel bed located underneath the proposed permeable paver patio. Much of the area under the first floor and deck will be gravel or pavers. The system is designed to treat the Water Quality Volume (WQV) of the patio. It discharges to daylight and eventually to POC A.

**Conclusion**

The following tables compare the peak flow rates and volumes to each POC for all modeled storm events. Peak flows and volumes are reduced to POC B for all storm events. Calculation of WQV and TSS removal requirements are shown in Appendix C. Refer to Appendices D and E for additional information. Peak flow requirements for POC A are reduced for the 1-year thru 10-year storm events. For the storm events above the 10-year we are requesting peak flow reduction be waived because POC A is a tidally influenced body of water.

Since the proposed development of the site will reduce the peak rate and volume of runoff flowing off-site to POC B, and measures are proposed to provide treatment of runoff from new impervious surfaces, the design will not cause any adverse impacts to the site or surrounding area and Greenwich Cove. Refer to the following tables.
<table>
<thead>
<tr>
<th>Point of Concern</th>
<th>Storm Frequency</th>
<th>Peak Flow Rate (cfs)</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Existing</td>
<td>Proposed</td>
<td>Δ</td>
<td>Δ %</td>
</tr>
<tr>
<td>A</td>
<td>1 year</td>
<td>0.16</td>
<td>0.11</td>
<td>-0.05</td>
<td>-31%</td>
</tr>
<tr>
<td></td>
<td>2-year</td>
<td>0.25</td>
<td>0.18</td>
<td>-0.07</td>
<td>-28%</td>
</tr>
<tr>
<td></td>
<td>5-year</td>
<td>0.42</td>
<td>0.31</td>
<td>-0.11</td>
<td>-26%</td>
</tr>
<tr>
<td></td>
<td>10-year</td>
<td>0.59</td>
<td>0.47</td>
<td>-0.12</td>
<td>-20%</td>
</tr>
<tr>
<td></td>
<td>25-year</td>
<td>0.89</td>
<td>0.99</td>
<td>0.1</td>
<td>11%</td>
</tr>
<tr>
<td></td>
<td>50-year</td>
<td>1.18</td>
<td>1.3</td>
<td>0.12</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>100-year</td>
<td>1.55</td>
<td>1.66</td>
<td>0.11</td>
<td>7%</td>
</tr>
<tr>
<td>B</td>
<td>1 year</td>
<td>0.1</td>
<td>0.01</td>
<td>-0.09</td>
<td>-90%</td>
</tr>
<tr>
<td></td>
<td>2-year</td>
<td>0.13</td>
<td>0.02</td>
<td>-0.11</td>
<td>-85%</td>
</tr>
<tr>
<td></td>
<td>5-year</td>
<td>0.2</td>
<td>0.04</td>
<td>-0.16</td>
<td>-80%</td>
</tr>
<tr>
<td></td>
<td>10-year</td>
<td>0.26</td>
<td>0.06</td>
<td>-0.2</td>
<td>-77%</td>
</tr>
<tr>
<td></td>
<td>25-year</td>
<td>0.36</td>
<td>0.11</td>
<td>-0.25</td>
<td>-69%</td>
</tr>
<tr>
<td></td>
<td>50-year</td>
<td>0.46</td>
<td>0.15</td>
<td>-0.31</td>
<td>-67%</td>
</tr>
<tr>
<td></td>
<td>100-year</td>
<td>0.58</td>
<td>0.21</td>
<td>-0.37</td>
<td>-64%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Point of Concern</th>
<th>Storm Frequency</th>
<th>Runoff Volume (cf)</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Existing</td>
<td>Proposed</td>
<td>Δ</td>
<td>Δ %</td>
</tr>
<tr>
<td>A</td>
<td>1 year</td>
<td>603</td>
<td>550</td>
<td>-53</td>
<td>-9%</td>
</tr>
<tr>
<td></td>
<td>2-year</td>
<td>866</td>
<td>888</td>
<td>22</td>
<td>3%</td>
</tr>
<tr>
<td></td>
<td>5-year</td>
<td>1,404</td>
<td>1,548</td>
<td>144</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>10-year</td>
<td>1,934</td>
<td>2,177</td>
<td>243</td>
<td>13%</td>
</tr>
<tr>
<td></td>
<td>25-year</td>
<td>2,866</td>
<td>3,298</td>
<td>432</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>50-year</td>
<td>3,782</td>
<td>4,399</td>
<td>617</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>100-year</td>
<td>4,977</td>
<td>5,818</td>
<td>841</td>
<td>17%</td>
</tr>
<tr>
<td>B</td>
<td>1 year</td>
<td>319</td>
<td>50</td>
<td>-269</td>
<td>-84%</td>
</tr>
<tr>
<td></td>
<td>2-year</td>
<td>425</td>
<td>81</td>
<td>-344</td>
<td>-81%</td>
</tr>
<tr>
<td></td>
<td>5-year</td>
<td>629</td>
<td>148</td>
<td>-481</td>
<td>-76%</td>
</tr>
<tr>
<td></td>
<td>10-year</td>
<td>822</td>
<td>218</td>
<td>-604</td>
<td>-73%</td>
</tr>
<tr>
<td></td>
<td>25-year</td>
<td>1,148</td>
<td>347</td>
<td>-801</td>
<td>-70%</td>
</tr>
<tr>
<td></td>
<td>50-year</td>
<td>1,459</td>
<td>479</td>
<td>-980</td>
<td>-67%</td>
</tr>
<tr>
<td></td>
<td>100-year</td>
<td>1,856</td>
<td>656</td>
<td>-1,200</td>
<td>-65%</td>
</tr>
</tbody>
</table>
Exhibits “A” & “B”

Watershed Maps
Existing & Proposed Conditions
NOTES:
1. The site is composed of HSG B soils.
2. Areas with no flowpath shown assumed to have Tc = 5 minutes.
Exhibit "C"

USDA Soil Delineation Map
**MAP LEGEND**

- **Area of Interest (AOI)**
  - Light blue: Area of Interest (AOI)

- **Soils**
  - Soil Rating Polygons
    - Pink: A
    - Pale green: A/D
    - Light blue: B
    - Dark blue: B/D
    - Light pink: C
    - Light green: C/D
    - Dark pink: D
    - Not rated or not available

- **Water Features**
  - Streams and Canals

- **Transportation**
  - Solid black: Rail
  - Dashed black: Interstate Highways
  - Hatched: US Routes
  - Dotted: Major Roads
  - Dotted line: Local Roads

- **Background**
  - Aerial Photography

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut

Survey Area Data: Version 17, Sep 5, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 21, 2014—Aug 27, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Hydrologic Soil Group

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>221A</td>
<td>Ninigret-Urban land complex, 0 to 6 percent slopes</td>
<td>B</td>
<td>0.3</td>
<td>75.6%</td>
</tr>
<tr>
<td>W</td>
<td>Water</td>
<td></td>
<td>0.1</td>
<td>24.4%</td>
</tr>
<tr>
<td>Totals for Area of interest</td>
<td></td>
<td></td>
<td>0.5</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of deep or moderately deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified

Tie-break Rule: Higher
Appendix “A”

Stormwater Management Standards Narrative
Standard 1: Low Impact Development

Measures are depicted on the Low Impact Development Plan (sheet 1 of 1).

One LID BMP is proposed: A permeable paver driveway system. It treats approximately 67% of impervious area under proposed conditions. The patio permeable paver system will treat an additional 10%.

Standard 2: Protection of Natural Hydrology

A. Site Disturbance
   The majority of the site will be disturbed by the proposed development.

B. Soil Compaction
   It is not practical or feasible to protect all areas from soil compaction.

C. Time of Concentration
   The proposed development’s time of concentration will be similar to existing site conditions. Vegetation will prevent erosive runoff velocities.

D. Grading Plan
   See Development Plan.

E. Compost Amended Soils
   Compost amended soils are not proposed.

F. Ground Disturbance
   No disturbed ground is to be left as exposed bare soil at project completion. All disturbed areas shall be covered with topsoil and stabilized with grass or vegetation.

G. Surface Water Systems
   See 2A.

H. Roadway and Driveway Crossings (Surface Waters)
   Sub-standard is not applicable to this project.

I. Roadway and Driveway Crossings (Streams)
   Sub-standard is not applicable to this project.
Standard 3: Stormwater Best Management Practices

Two BMPs are proposed: A permeable paver driveway system with stone reservoir and gravel storage under the proposed permeable paver patio are proposed. These BMPs are described in the report summary.

A. Hydrologic and Geologic Conditions
The site lies within a mapped area of HSG-B. Refer to the soil test results in Appendix F as well.

B. Design Calculations
Design calculations are provided in Appendix C.

C. Shutdown & Containment
The BMP cannot be taken offline without the use of pumps.

D. Pumping of Stormwater
No stormwater will be pumped.

E. Pumping of Uncontaminated Groundwater
The building foundation is at grade and requires no drain. No groundwater will be pumped.

Standard 4: Runoff Volume Reduction and Groundwater Recharge

A. Runoff Volume Reduction
RRV is achieved for POC B. Note that POC B flows to Greenwich Cove almost immediately. POC A Greenwich Cove is a tidally influenced water body; therefore we are requesting a waiver from the RRV requirement to POC A.

B. Groundwater Recharge
GRV is achieved for POC B. POC A is a tidally influenced water body; therefore we are requesting a waiver from the GRV requirement to POC A.

C. Runoff Capture
Since the proposed BMPs are sized to detain the water quality volume of runoff from new impervious surfaces, the design is compliant with the Runoff Capture Volume standard.
Standard 5: Peak Flow Control

A. Stream Channel Protection
Sub-standard is not applicable to this project.

B. Conveyance Protection
The proposed drainage design is compliant with the Conveyance Protection standard. Refer to Appendices “D” and “E” for additional information.

C. Peak Runoff Attenuation
The proposed drainage design is compliant with the Peak Runoff Attenuation standard for POC B. POC A is a tidally influenced water body; therefore we are requesting a waiver from the peak runoff attenuation requirement to POC A.

D. Emergency Outlet Sizing
Outlets designed for runoff volume reduction and peak flow attenuation also safely pass water for large storms.

Standard 6: Pollutant Reduction

A. TSS Removal
The proposed BMP will provide removal of at least 80% of the average post-construction load of Total Suspended Solids (TSS) from the contributing impervious areas. Refer to Appendix “C” for calculations.

Standard 7: High Load Areas
This site is not classified as being in a High Load Area. Therefore, standard 7 is not applicable.

Standard 8: Critical Area
Costal properties are considered critical areas. The proposed paver pavement systems will provide both treatment and infiltration of runoff.

Standard 9: Redevelopment

A. Redevelopment Definition
This project is a redevelopment.

B. Meeting the Standards
This project meets the standards.
Standard 10: Construction Erosion and Sediment Control

A. Sedimentation and Erosion Control Plan
Refer to the Final Site Plan Review Set, for a depiction of the proposed sedimentation and erosion control measures.

B. Sedimentation and Erosion Control Measures Installation and Removal
The proposed site design instructs the contractor to install all sedimentation and erosion control measures prior to commencing construction and to appropriately remove these measures at the completion of construction.

Standard 11: Construction Inspections

A. Surety
If requested by the approving authority, the proponent will post a bond, cash, or other acceptable surety in an amount deemed sufficient to ensure the work will be completed in accordance with the approved plans.

B. Notification of Work
The proponent will be instructed to notify the approving authority before starting land-disturbing activity and before construction of the key components of the stormwater management system.

C. Stormwater Management System Inspections
The project engineer will complete and report periodic inspections of the stormwater management system.

D. Site Inspections
The project engineer will complete site inspections in accordance with this sub-standard and the Field Inspection Record form (SC-106).

The project engineer will inspect the stormwater management system during a storm event if possible.

E. Failing Stormwater Management System
The approving authority will be notified if the system is found to be inadequate due to operational failure, regardless of its compliance with the approved plans. The design of the system shall then be corrected before final approval is granted by the approving authority.

F. Project Completion
Upon project completion, the project’s compliance with the approved plans will be certified and all required inspection certifications will be provided to the approving authority.
Standard 12: Operation and Maintenance

A. Operation and Maintenance Plan
Refer to the Operations and Maintenance Plan Report prepared for the project outlining maintenance measures to ensure functionality of the proposed stormwater management system.

B. O&M Plan Components
The Operations and Maintenance Plan will identify all applicable items in Section 5 and Section 7 of the Town of Greenwich Drainage Manual.

C. O&M Plan Implementation
The Operation and Maintenance Plan Report will identify the parties legally responsible for implementing the O&M Plan.

D. O&M Plan Records
The appropriate parties will be instructed to complete and retain documents relating to installation, maintenance and repairs to the stormwater management system.

E. Proof of O&M Plan Records
The appropriate parties will be instructed to provide records of maintenance and repairs to the approving authority during inspections and/or upon request.

F. Failure to Implement O&M Plan
The appropriate parties will be informed that failure to implement the O&M Plan can result in the municipality assuming responsibility for their implementation and securing reimbursement for associated expenses.


The drainage design depicted on the Development Plans for the site is congruent with the stormwater management plan outlined in this report.

Standard 14: Illicit Discharges
Illicit discharges do not currently exist on the site. The proposed site design does not depict any illicit discharges to be installed.
Appendix “B”

Credits for
LID BMPs
Checklist
## Credits for Low Impact Development (LID) Best Management Practices (BMPs)

<table>
<thead>
<tr>
<th>LID Technique</th>
<th>Compliance Requirements</th>
<th>Credit</th>
<th>LID Used</th>
<th>Credit Taken</th>
</tr>
</thead>
</table>
| Minimizing Soil Compaction (Section 4.4.1)        | • The "no disturbance" areas are protected by having the limits of disturbance and access clearly shown on the Stormwater Management Plan, all construction drawings, and delineated/flagged/fenced in the field.  
• "No disturbance" areas are not to be stripped of existing topsoil.  
• "No disturbance" areas are not to be stripped of existing vegetation.  
• Vehicle movement, storage, or equipment/material lay-down is not to be permitted in "no disturbance" areas.  
• Use of soil amendments and additional topsoil is permitted in other areas being disturbed. Grading may be performed using low ground pressure equipment (less than 3 pounds per square inch) to reduce the potential for soil compaction.  
• Lawn and turf grass are acceptable uses. Planted meadow is an encouraged use.                                                                 | Areas that comply (i.e., "no disturbance areas") can use the forested cover and open space site cover runoff coefficient (R) when calculating the required Water Quality Volume. See Section 5.6.3 and Table 5-5, Site Cover Runoff Coefficients. | §        | §            |
| Minimizing Site Disturbance (Section 4.4.2)       | Site disturbance including earthwork and clearing of vegetation should be limited to 40 feet beyond the building perimeter, 10 feet beyond the primary roadway curbs, walkways, and main utility branch trenches, and 25 feet beyond areas of proposed infiltration in order to limit compaction in the proposed infiltration area. This guidance is not intended to limit lawn areas. | Areas that comply can use the forested cover and open space site cover runoff coefficient (R) when calculating the required Water Quality Volume. See Section 5.6.3 and Table 5-5, Site Cover Runoff Coefficients. | §        | §            |
| Protecting Sensitive Natural Areas (Section 4.4.3) | Sensitive natural areas should be conserved at development sites, thereby preserving predevelopment hydrologic and water quality characteristics. The area must be permanently protected under a conservation easement. | The project proponent can subtract the conservation area from the total area in the Water Quality Volume calculation. | §        | §            |
| Protecting Riparian Buffers (Section 4.4.4)       | Effective treatment of stormwater runoff is achieved when pervious and impervious area runoff is discharged to a grass or forested buffer via overland flow. The use of a filter strip is recommended to treat overland flow in the green space of a development site.  
• The minimum stream buffer width (i.e., perpendicular to the stream flow path) shall be 50 feet as measured from the top bank elevation of a stream or the boundary of a wetland.  
• The maximum contributing path shall be 150 feet for pervious surfaces and 75 feet for impervious surfaces.  
• The average contributing overland slope to and across the buffer shall be less than or equal to 5%.  
• Runoff shall enter the buffer as sheet flow. A level spreader shall be utilized where local site conditions prevent sheet flow from being maintained.  
• The stream buffer remains unmanaged other than routine debris removal.  
• The buffer is protected by an acceptable conservation easement or other enforceable instrument that provides perpetual protection of the area. The easement must clearly specify how the natural area vegetation shall be | The area draining by sheet flow to a buffer can be subtracted from the total area in the Water Quality Volume calculation, and the impervious area draining to the buffer by sheet flow can be subtracted from the impervious area in the Groundwater Recharge Volume calculation and post-development impervious area in the Runoff Reduction Volume calculation. | §        | §            |
<table>
<thead>
<tr>
<th>LID Technique</th>
<th>Compliance Requirements</th>
<th>Credit</th>
<th>LID Used</th>
<th>Credit Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avoiding Disturbance of Steep Slopes (Section 4.4.5)</td>
<td>Development on steep slope areas shall be avoided. Unnecessary grading should be avoided on all slopes, as should the flattening of hills and ridges. Development shall follow the natural contours of the landscape.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Siting on Permeable and Erodible Soils (Section 4.4.6)</td>
<td>Whenever possible, highly erodible soils should be left undisturbed and protected from disturbance during site construction. Gravel soils tend to be the least erodible. Also as clay and organic matter increase erodibility tends to decrease. Infiltration practices should be located on those portions of the site with the most permeable soils.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protecting Natural Flow Pathways (Section 4.4.7)</td>
<td>Site designs should use and/or improve natural drainage pathways whenever possible to reduce or eliminate the need for stormwater pipe networks. Natural drainage pathways should be protected from significantly increased runoff volumes and rates due to development. The design should prevent the erosion and degradation of natural drainage pathways through the use of upstream volume and rate control BMPs, if necessary. Level spreaders, erosion control matting, revegetation, outlet stabilization, and check dams can also be used to protect natural drainage features.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reducing Impervious Surfaces (Section 4.4.8)</td>
<td>By reducing the amount of paved surfaces, stormwater runoff is decreased while infiltration and evapotranspiration opportunities are increased.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormwater Disconnection (Section 4.4.9)</td>
<td>Disconnecting roof leaders and routing road and driveway runoff from conventional stormwater conveyance systems allows runoff to be collected and managed onsite. Runoff can be directed to vegetated areas designed for onsite storage, treatment, and volume control. All design criteria from section 4.4.9 must be met in order to obtain the credits shown.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Methods to compute the resultant runoff volumes and peak runoff rates from disconnected impervious areas are discussed in Section 4.6 of this manual and the design references cited therein.

For simple disconnection, subtract 100% of the disconnected area from the total area in the Water Quality Volume calculation if the receiving pervious area is HSG A or B soils or 50% of the
## Credits for Low Impact Development (LID) Best Management Practices (BMPs)

<table>
<thead>
<tr>
<th>LID Technique</th>
<th>Compliance Requirements</th>
<th>Credit</th>
<th>LID Used</th>
<th>Credit Taken</th>
</tr>
</thead>
</table>
| Compost-Amended Soils         | Restore the original properties and porosity of the soil by deep till and amendment with compost to reduce the generation of runoff and enhance the runoff reduction performance of infiltration BMPs.  
- Soil must be tilled to 12 to 16 inches and amended with small amounts of organic material.  
- For mechanical aeration of lawns/turf to be effective:  
  - Utilize a soil aerator that has a mechanical action that not only penetrates the soil surface but also shatters the soil matrix, causing the soil to decompose and crack, thus creating void space and increasing infiltration. (Passive-type aerators which simply poke a hole into the soil, whether it removes a plug or simply spikes a hole, can create a hardpan effect at the depth of penetration.)  
  - Shatter-type aerators include vertidrain, soil reliever, agrivator, and groundbreaker. Shatter-type aerators should penetrate the soil at depths of 8 to 18 inches.  
- The depth to water table or bedrock must be greater than 18 inches.  
- Existing soils may not be saturated or seasonal wet.  
- Slopes may not exceed 10%.  
- Existing tree root systems shall be avoided, no deep till or amendment under the tree drip lines. | disconnected area if the receiving pervious area is HSG C or D soils.  
For disconnection to LID BMPs, subtract 100% of the disconnected area from the total area in the Water Quality Volume calculation.  
Subtract 50% of any restored areas (100% of any restored and reforested areas) from the total post development site area and re-calculate the Runoff Reduction Volume. | □        | □              |
| Rainwater Harvesting (Rain Barrels) | Rain barrels should hold a minimum of 50 gallons.  
Rain barrels can be connected in series to provide larger storage volumes.  
Equip rain barrels with a drain spigot near the bottom of the barrel with garden hose threading to allow easy hook up and use for watering.  
Provide an overflow pipe or hose near the top of the rain barrel.  
Provide removable, child-resistant covers.  
Provide mosquito screening on water entry holes to prevent mosquito breeding in standing water | Subtract 25% of the contributing drainage area from the total area in the Water Quality Volume calculation. | □        | □              |
| LID Technique          | Compliance Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Credit                                                                 |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rainwater Harvesting   | The rooftop runoff must be captured and either (1) used on site for irrigation of lawns and gardens, wash water and other non-potable uses, or (2) treated and released, or (3) infiltrated. The cistern must be sized to treat the design rainfall from the roof area directed to the water harvesting system. If all of the design volume captured cannot be used, then a scaled reduction in credit will be given. The remaining volume must be treated by a properly designed BMP. A minimum factor of safety equal to 1.2 must be applied to the calculated cistern volume required. All stormwater collected must have a dedicated, year-round, use to assure no overflow of the system during a design rainfall. A water balance calculation must be used to establish the dedicated use volumes and rates. The water balance calculation must demonstrate that the design volume can: (1) be drawn down (used) within 3 days to allow for available volume in the system for the next rain event to be captured and stored, or (2) have an overflow of no more than 14 percent of the annual average historic rainfall, or (3) be drawn down within 3 days and discharged to a properly designed BMP. On a case-by-case basis, reduced credit may be given if the design volume cannot be reliably drawn down within 3 days, or if a year-round reuse is not available. The dedicated water use system must be automated to ensure that the water will be used at the rate and volume designed. The overflow shall discharge flows in excess of the design volume to a vegetated or natural area, or to another properly designed BMP (e.g., rain garden). This discharge shall be non-erosive flow for the 10-yr rainfall event. It shall not discharge directly to impervious surfaces. The elevation of the overflow pipe from the cistern shall be at or above the design volume elevation. If a first flush diverter is used, the bypassed water must discharge to a properly designed BMP. The first flush can be directed to a relatively small BMP next to the water harvesting system, or it can be directed to and accounted for in other BMPs on the site. At a minimum, a 1 mm or smaller screen at the entrance to the cistern from the gutter system shall be provided to filter out debris and to keep mosquitoes out of the cistern. If the water reuse system is designed to accommodate basement sump/foundation drain water and roof runoff, the design must allow for adequate storage for the full volume of roof runoff for the next design storm and basement sump/foundation drain water. | Subtract 100% of the contributing drainage area from the total area in the Water Quality Volume calculation.                                                                                                                                                                                                                                                                                                                                 |

_C-4_ Town of Greenwich Drainage Manual February 2014
## Credits for Low Impact Development (LID) Best Management Practices (BMPs)

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<th>Credit</th>
<th>LID Used</th>
<th>Credit Taken</th>
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<td>A properly designed footing for the cistern must be designed if the load of the cistern at full capacity is greater than the soils will support. If it is buried, buoyancy calculations must be provided to show the cistern will not float when empty. Buoyancy calculations and flotation constraints must be provided if any part of the buried cistern is below the seasonal high water table, or if the area is subject to flooding. An appropriate pump shall be selected to provide adequate pressure for its designated uses. Above ground cisterns shall be made of a material or color that prevents light from entering the cistern, which helps prevent algae growth within the cistern. Irrigation water from a cistern shall be applied so that the water infiltrates into the ground. If for any reason the designed dedicated end use becomes unavailable because of some change, it will be required that an approved alternative end use or a properly designed BMP treatment system be installed on site to manage the roof runoff. The harvesting system shall be labeled and identified as non-potable water. The harvesting system shall meet all local and state building and plumbing codes.</td>
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Appendix “C”

Runoff Volume & Retention System Design Calculations
Appendix C: Runoff Volume Retention System Design Calculations

---

**Groundwater Recharge Volume**

**Site Information**

- Existing Impervious Cover = 4,818 ft²
- Proposed Impervious Cover = 5,663 ft²
- Net Increase = 845 ft²

**GRV** = \( F \times I \)

**Where:**

- \( GRV \) = Groundwater recharge volume
- \( F \) = Target depth factor
- \( I \) = Net increase in impervious area

**Soil Type:** B

\[ GRV = 24.6 \text{ ft}^3 \]

---

**Runoff Reduction Volume: POC A**

1-Year Storm Runoff Data at POC

- Pre-development runoff volume = 603 ft³
- Post-development runoff volume = 1,281 ft³

**RRV** = \( V_{\text{post}} - V_{\text{pre}} \)

**Where:**

- \( RRV \) = Runoff reduction volume
- \( V_{\text{pre}} \) = 1-year pre-development runoff volume
- \( V_{\text{post}} \) = 1-year post-development runoff volume (No BMPs)

\[ RRV = 678 \text{ ft}^3 \]

---

**Runoff Reduction Volume: POC B**

1-Year Storm Runoff Data at POC

- Pre-development runoff volume = 319 ft³
- Post-development runoff volume = 50 ft³

**RRV** = \( V_{\text{post}} - V_{\text{pre}} \)

**Where:**

- \( RRV \) = Runoff reduction volume
- \( V_{\text{pre}} \) = 1-year pre-development runoff volume
- \( V_{\text{post}} \) = 1-year post-development runoff volume (No BMPs)

\[ RRV = -269 \text{ ft}^3 \]
### Water Quality Volume: A-2

Watershed Data

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<td>% Pervious</td>
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<tr>
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<td>Pervious Coefficient</td>
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<td>Runoff Coefficient (R)</td>
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\[ WQV = \frac{1}{12} \times R \times A \]

*Where:*

- \( R \) = Runoff Coefficient \( (R) \)
- \( A \) = Watershed Area \( (A) \)

\[ WQV = 192.9 \text{ ft}^3 \]

Directed to permeable pavers in drive

### Water Quality Volume: A-3

Watershed Data

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<td>Runoff Coefficient (R)</td>
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\[ WQV = \frac{1}{12} \times R \times A \]

*Where:*

- \( R \) = Runoff Coefficient \( (R) \)
- \( A \) = Watershed Area \( (A) \)

\[ WQV = 85.7 \text{ ft}^3 \]

Directed to permeable pavers in drive

### Water Quality Volume: A-4

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<td>Runoff Coefficient (R)</td>
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\[ WQV = \frac{1}{12} \times R \times A \]

*Where:*

- \( R \) = Runoff Coefficient \( (R) \)
- \( A \) = Watershed Area \( (A) \)

\[ WQV = 46.9 \text{ ft}^3 \]

directed to permeable patio
Proposed BMP's:
To meet the requirements of Stormwater Management Standards 4 (Runoff Volume Reduction and Groundwater Recharge), 5 (Peak Flow Control), and 6 (Pollutant Reduction) of Section 3 of the Town of Greenwich Drainage Manual, we are proposing the following structural BMP systems:

**permeable paver driveway:**
permeable paver driveway is designed to filter runoff from A-2 and A-3 and provide LID water quality treatment and infiltration. Also with the permeable paver patio they together provide the runoff reduction volume. Note also there is a runoff reduction volume at poc b of -269 cf and the poc's join quickly in LIS.

<table>
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<tr>
<th>Parameter</th>
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<tr>
<td>1-Year Runoff Reduction Volume</td>
<td>678.0 ft³</td>
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<tr>
<td>Total WQV Received</td>
<td>278.6 ft³</td>
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**permeable paver patio**
permeable paver PATIO is designed to filter runoff from A-4 and provide LID water quality treatment and infiltration. Also with the permeable paver DRIVE they together provide the runoff reduction volume. Note also there is a runoff reduction volume at poc b of -269 cf and the poc’s join quickly in LIS.

<table>
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<tr>
<th>Parameter</th>
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<tr>
<td>Total Water Quality Storage Volume</td>
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<tr>
<td>Total WQV Received</td>
<td>46.9 ft³</td>
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</table>
TSS Removal Rates:
Stormwater BMPs shall be designed to remove 80% of the average annual post-construction load of Total Suspended Solids (TSS).

**Treatment Train #1:** permeable pavers and stone reservoir

\[ R = A + B - \frac{(A \times B)}{100} \]

*Where:*
- \( R \) = Total TSS Removal Rate
- \( A \) = TSS Removal Rate for pavers = 90%
- \( B \) = TSS Removal Rate for level spreader = 90%

\[ R = 99\% \quad \text{TSS Requirement Satisfied} \]

TSS Removal Rates:
Stormwater BMPs shall be designed to remove 80% of the average annual post-construction load of Total Suspended Solids (TSS).

**Treatment Train #2:** permeable pavers patio

\[ R = A + B - \frac{(A \times B)}{100} \]

*Where:*
- \( R \) = Total TSS Removal Rate
- \( A \) = TSS Removal Rate for pavers = 90%
- \( B \) = TSS Removal Rate for level spreader = %

\[ R = 90\% \quad \text{TSS Requirement Satisfied} \]
BMP Drawdown Calculations:
Infiltration structures must be able to drain fully within 72 hours.

Pond #1: permeable paver driveway
\[ t_{\text{drawdown}} = \frac{DV}{kA} \]
Where:
- \( DV \) = Design Volume = 447 ft\(^3\)
- \( k \) = Infiltration Rate = 0.52 inches/hr
- \( A \) = Bottom Area = 1016 ft\(^2\)

\[ t_{\text{drawdown}} = 10.2 \text{ hours} \]
Drawdown Requirement Satisfied

Pond #2: permeable paver patio
\[ t_{\text{drawdown}} = \frac{DV}{kA} \]
Where:
- \( DV \) = Design Volume = 320 ft\(^3\)
- \( k \) = Infiltration Rate = 0.52 inches/hr
- \( A \) = Bottom Area = 593 ft\(^2\)

\[ t_{\text{drawdown}} = 12.5 \text{ hours} \]
Drawdown Requirement Satisfied
Pond P1: Driveway Permeable Pavers and Patio pavers and review for POC A
Permeable driveway P1 is designed to retain runoff from watersheds A2 and A3. Refer to the end of this section for a structure-rating table for pond P1.

- Pond P1(Permeable Paver Drive and Stone) will accommodate the roof watershed and a portion of the driveway. The total watershed area routed through the permeable paver courtyard is 3765 s.f. The minimum surface area of the permeable paver surface must be 20% of the total serving watershed; therefore minimum permeable paver area = 753 s.f. Actual permeable pavers surface area = 1016 s.f. Therefore compliant.
- The total amount of impervious area routed through the permeable paver patio is the patio itself and equals 593 s.f. Therefore compliant.
## Stage-Area Storage for Pond 1: Permeable DRIVEPavers

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<th>Elevation (feet)</th>
<th>Storage (cubic-feet)</th>
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Note: Storage at Elevation 6.7 is not specified in the table. The text in the image suggests using 6.7 in Permeable Pavers.
Appendix “D”

HydroCAD Analysis –
Existing Conditions
A1 to POC A

B1 to POC B
Type III 24-hr 1-Year Rainfall=2.90"  
Printed 12/3/2018  
Page 1

Time span=0.00-25.00 hrs, dt=0.01 hrs, 2501 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment A1: to POC A  
Runoff Area=11,037 sf  24.12% Impervious  Runoff Depth=0.88"  
Flow Length=194'  Tc=7.0 min  CN=69.9  Runoff=0.16 cfs 603 cf

Subcatchment B1: to POC B  
Runoff Area=3,393 sf  49.13% Impervious  Runoff Depth=1.13"  
Flow Length=62'  Slope=0.0200 '  Tc=6.5 min  CN=79.2  Runoff=0.10 cfs 319 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 921 cf  
70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf  
Average Runoff Depth = 0.77"  

Type III 24-hr 2-Year Rainfall=3.40"  
Printed 12/3/2018  
Page 2

Time span=0.00-25.00 hrs, dt=0.01 hrs, 2501 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment A1: to POC A  
Runoff Area=11,037 sf  24.12% Impervious  Runoff Depth=0.94"  
Flow Length=194'  Tc=7.0 min  CN=69.9  Runoff=0.25 cfs 866 cf

Subcatchment B1: to POC B  
Runoff Area=3,393 sf  49.13% Impervious  Runoff Depth=1.50"  
Flow Length=62'  Slope=0.0200 '  Tc=6.5 min  CN=79.2  Runoff=0.13 cfs 425 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 1,291 cf  
70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf  
Average Runoff Depth = 1.07"
17SI Existing
Prepared by RVDI
HydroCAD® 10.09-16 s/n 07861 © 2015 HydroCAD Software Solutions LLC

Type III 24-hr 5-Year Rainfall=4.30"  
Printed 12/3/2018

Page 3

Time span=0.00-25.00 hrs, dt=0.01 hrs, 2501 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Dyn-Stor-Ind method  
Pond routing by Dyn-Stor-Ind method

Subcatchment A1: to POC A
Runoff Area=11,037 sf  24.12% Impervious  Runoff Depth=1.53"  
Flow Length=194'  Tc=7.0 min  CN=89.9  Runoff=1,404 cf  1,404 cf

Subcatchment B1: to POC B
Runoff Area=3,393 sf  49.13% Impervious  Runoff Depth=2.23"  
Flow Length=62'  Slope=0.0200'  Tc=6.5 min  CN=79.2  Runoff=629 cf  629 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 2,034 cf  Average Runoff Depth = 1.69"  
70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf

17SI Existing
Prepared by RVDI
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Type III 24-hr 10-Year Rainfall=5.10"  
Printed 12/3/2018

Page 4

Time span=0.00-25.00 hrs, dt=0.01 hrs, 2501 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Dyn-Stor-Ind method  
Pond routing by Dyn-Stor-Ind method

Subcatchment A1: to POC A
Runoff Area=11,037 sf  24.12% Impervious  Runoff Depth=2.10"  
Flow Length=194'  Tc=7.0 min  CN=89.9  Runoff=1,934 cf  1,934 cf

Subcatchment B1: to POC B
Runoff Area=3,393 sf  49.13% Impervious  Runoff Depth=2.91"  
Flow Length=62'  Slope=0.0200'  Tc=6.5 min  CN=79.2  Runoff=822 cf  822 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 2,756 cf  Average Runoff Depth = 2.29"  
70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf
Type III 24-hr 25-Year Rainfall=6.40"  

Time span=0.00-25.00 hrs, dt=0.01 hrs, 2501 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment A1: to POC A

Runoff Area=11,037 sf  24.12% Impervious  Runoff Depth=3.12''
Flow Length=194'  Tc=7.0 min  CN=69.9  Runoff=0.88 cfs  2,868 cf

Subcatchment B1: to POC B

Runoff Area=3,363 sf  49.13% Impervious  Runoff Depth=4.06''
Flow Length=62'  Slope=0.0020'  Tc=6.5 min  CN=79.2  Runoff=0.36 cfs  1,148 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 4,014 cf  Average Runoff Depth = 3.34''
70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf

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Type III 24-hr 50-Year Rainfall=7.60"  

Time span=0.00-25.00 hrs, dt=0.01 hrs, 2501 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment A1: to POC A

Runoff Area=11,037 sf  24.12% Impervious  Runoff Depth=4.11''
Flow Length=194'  Tc=7.0 min  CN=69.9  Runoff=1.18 cfs  3,782 cf

Subcatchment B1: to POC B

Runoff Area=3,363 sf  49.13% Impervious  Runoff Depth=5.16''
Flow Length=62'  Slope=0.0020'  Tc=6.5 min  CN=79.2  Runoff=0.46 cfs  1,459 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 5,240 cf  Average Runoff Depth = 4.38''
70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf
Subcatchment A1: to POC A

Runoff Area = 11,037 sf  24.12% Impervious  Runoff Depth = 0.41'
Flow Length = 194'  Tc = 7.0 min  CN = 69.9  Runoff = 1.55 cfs  4.977 cf

Subcatchment B1: to POC B

Runoff Area = 3,363 sf  49.13% Impervious  Runoff Depth = 6.56'
Flow Length = 62'  Slope = 0.020'  Tc = 8.5 min  CN = 79.2  Runoff = 0.58 cfs  1,858 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 6,833 cf  Average Runoff Depth = 5.68' 70.00% Pervious = 10,101 sf  30.00% Impervious = 4,329 sf
Routing Diagram for 17SI Existing
Prepared by RVDI, Printed 12/3/2018
HydroCAD® 12.00-16 s/n 07861 © 2015 HydroCAD Software Solutions LLC

17SI Existing
Prepared by RVDI
HydroCAD® 12.00-16 s/n 07861 © 2015 HydroCAD Software Solutions LLC
Printed 12/3/2018 Page 8

Area Listing (all nodes)

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<td>BILCO AND CONCRETE (A1)</td>
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Summary for Subcatchment A1: to POC A

Runoff = 0.89 cfs @ 12.10 hrs, Volume = 2,866 cf, Depth = 3.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span = 0.00-25.00 hrs, dt = 0.01 hrs

Type III 24-hr 25-Year Rainfall = 6.40"

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Subcatchment A1: to POC A

Hydrograph

Type III 24-hr 25-Year Rainfall = 6.40" 
Runoff Area = 11,037 sf 
Runoff Volume = 2,866 cf 
Runoff Depth = 3.12" 
Flow Length = 194' 
Tc = 7.0 min 
CN = 69.9
Summary for Subcatchment B1: to POC B

Runoff = 0.36 cfs @ 12.09 hrs, Volume = 1.148 cf, Depth = 4.06"

Runoff by SCS TR-20 method, U+SCS, Weighted-CN, Time Span= 0.00-25.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.40"

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Subcatchment B1: to POC B

Hydrograph

Type III 24-hr 25-Year Rainfall=6.40"
Runoff Area=3,393 sf
Runoff Volume=1,148 cf
Runoff Depth=4.06"
Flow Length=62'
Slope=0.0200 '/'
Tc=6.5 min
CN=79.2
Appendix "E"

HydroCAD Analysis – Proposed Conditions
Subcatchment A1: to POC A
- Runoff Area = 8,244 sf
- Impervious: 19.63%
- Runoff Depth = 0.59'
- Tc = 5.0 min
- CN = 88.3
- Runoff = 0.11 cfs
- 404 cf

Subcatchment A2: A2 ROOF
- Runoff Area = 2,436 sf
- Impervious: 100.00%
- Runoff Depth = 2.67'
- Flow Length = 100'
- Slope = 0.0150'
- Tc = 15.5 min
- CN = 98.0
- Runoff = 0.70 cfs
- 203 cf

Subcatchment A3: A3 DRIVE
- Runoff Area = 1,329 sf
- Impervious: 76.45%
- Runoff Depth = 1.83'
- Tc = 5.0 min
- CN = 89.3
- Runoff = 0.07 cfs
- 203 cf

Subcatchment A4: A4
- Runoff Area = 593 sf
- Impervious: 100.00%
- Runoff Depth = 2.67'
- Tc = 5.0 min
- CN = 98.0
- Runoff = 0.04 cfs
- 132 cf

Subcatchment B1: to POC B
- Runoff Area = 1,828 sf
- Impervious: 0.00%
- Runoff Depth = 0.33'
- Flow Length = 43'
- Slope = 0.0100'
- Tc = 6.4 min
- CN = 61.0
- Runoff = 0.01 cfs
- 50 cf

Pond LS: Level Spreader
- Peak Elev = 5.42'
- Storage = 29 cf
- Inflow = 0.03 cfs
- Outflow = 0.02 cfs
- 146 cf

Pond P1: Permeable DRIVEPavers
- Peak Elev = 5.41'
- Storage = 573 cf
- Inflow = 1.6 cfs
- Outflow = 0.03 cfs
- 745 cf

Pond P2: Permeable Patio Pavers
- Peak Elev = 5.50'
- Storage = 132 cf
- Inflow = 0.04 cfs
- Outflow = 0.00 cfs
- 132 cf

Link A: POC A
- Inflow = 0.11 cfs
- Primary = 0.11 cfs
- 550 cf

Total Runoff Area = 14,430 sf
Runoff Volume = 1,331 cf
Average Runoff Depth = 1.11'
- 60.76% Pervious = 8,767 sf
- 39.24% Impervious = 5,663 sf

---

Exisiting gravel drive in A1

Concrete ramp

Disconnected roof 2436
Drive 10'6
Patio 593
Subcatchment A1: to POC A
- Runoff Area = 8,244 sf
- 19.63% Impervious
- Runoff Depth = 1.42" Tc = 6.0 min CN = 68.3
- Runoff = 0.31 cfs 575 cf

Subcatchment A2: A2 ROOF
- Runoff Area = 2,436 sf
- 100.00% Impervious
- Runoff Depth = 4.06" Flow Length = 100'
- Slope = 0.0160' Tc = 15.6 min CN = 98.0
- Runoff = 0.18 cfs 825 cf

Subcatchment A3: A3 DRIVE
- Runoff Area = 1,329 sf
- 76.45% Impervious
- Runoff Depth = 3.14" Tc = 5.0 min CN = 99.0
- Runoff = 0.11 cfs 347 cf

Subcatchment A4: A4
- Runoff Area = 593 sf
- 100.00% Impervious
- Runoff Depth = 0.66" Tc = 5.0 min CN = 98.0
- Runoff = 0.06 cfs 201 cf

Subcatchment B1: to POC B
- Runoff Area = 1,828 sf
- 0.00% Impervious
- Runoff Depth = 0.97" Flow Length = 43'
- Slope = 0.0100' Tc = 6.4 min CN = 61.0
- Runoff = 0.04 cfs 148 cf

Pond LS: Level Spreader
- Peak Elevation = 5.49' Storage = 300 cfs Inflow = 0.13 cfs 602 cf
- Outflow = 0.13 cfs 573 cf

Pond P1: Permeable DRIVEPavers
- Peak Elevation = 5.53' Storage = 614 cfs Inflow = 0.24 cfs 1,172 cfs
- Primary = 0.13 cfs 602 cfs Secondary = 0.00 cfs 0 cfs
- Outflow = 0.13 cfs 602 cfs

Pond P2: Permeable Patio Pavers
- Peak Elevation = 5.76' Storage = 201 cfs Inflow = 0.06 cfs 201 cfs
- Outflow = 0.00 cfs 0 cfs

Link A: POC A
- Inflow = 0.31 cfs 1,548 cfs
- Primary = 0.31 cfs 1,548 cfs

Total Runoff Area = 14,430 sf Runoff Volume = 2,496 cf Average Runoff Depth = 2.08" 60.76% Pervious = 8,767 sf 39.24% Impervious = 5,663 sf
Subcatchment A1: to POC A
- Runoff Area: 8,244 sf
- Impervious: 19.63%
- Runoff Depth: 2.96"
- Tc: 5.0 min
- CN: 68.3
- Runoff: 0.08 cfs
- 2,034 cf

Subcatchment A2: A2 ROOF
- Runoff Area: 2,436 sf
- Impervious: 100.00%
- Runoff Depth: 6.16"
- Tc: 10.5 min
- CN: 98.0
- Runoff: 0.27 cfs
- 1,251 cf

Subcatchment A3: A3 DRIVE
- Runoff Area: 1,329 sf
- Impervious: 76.45%
- Runoff Depth: 5.16"
- Tc: 5.0 min
- CN: 89.3
- Runoff: 0.18 cfs
- 571 cf

Subcatchment A4: A4
- Runoff Area: 533 sf
- Impervious: 100.00%
- Runoff Depth: 6.16"
- Tc: 5.0 min
- CN: 98.0
- Runoff: 0.09 cfs
- 304 cf

Subcatchment B1: to POC B
- Runoff Area: 1,878 sf
- Impervious: 0.00%
- Runoff Depth: 2.28"
- Tc: 6.4 min
- CN: 61.0
- Runoff: 0.11 cfs
- 347 cf

Pond LS: Level Spreader
- Peak Elev: 5.57'
- Storage: 31 cf
- Inflow: 0.37 cfs
- Outflow: 0.37 cfs
- 1,223 cf

Pond P1: Permeable DRIVEPavers
- Peak Elev: 5.72'
- Storage: 635 cf
- Inflow: 0.38 cfs
- 1,822 cf
- Primary: 0.37 cfs
- Secondary: 0.00 cfs
- 1,252 cf
- Outflow: 0.37 cfs
- 1,252 cf

Pond P2: Permeable Patio Pavers
- Peak Elev: 6.00'
- Storage: 264 cf
- Inflow: 0.09 cfs
- Outflow: 0.00 cfs
- 41 cf

Link A: POC A
- Inflow: 0.99 cfs
- 3,298 cf
- Primary: 0.99 cfs
- 3,298 cf

Total Runoff Area: 14,430 sf
Runoff Volume: 4,597 cf
Average Runoff Depth: 3.75"
60.76% Pervious: 8,767 sf
39.24% Impervious: 5,663 sf
Subcatchment A1: to POC A
  Runoff Area=8,244 sf  19.63% Impervious  Runoff Depth=5.21"
  Tc=5.0 min  CN=68.3  Runoff=1.20 cfs  3,580 cf

Subcatchment A2: A2 ROOF
  Runoff Area=2,436 sf  100.00% Impervious  Runoff Depth=8.86"
  Flow Length=100'  Slope=0.0100'  Tc=15.8 min  CN=98.0  Runoff=0.38 cfs  1,798 cf

Subcatchment A3: A3 DRIVE
  Runoff Area=1,329 sf  76.45% Impervious  Runoff Depth=7.80"
  Tc=8.0 min  CN=89.3  Runoff=0.27 cfs  864 cf

Subcatchment A4: A4
  Runoff Area=593 sf  100.00% Impervious  Runoff Depth=8.86"
  Tc=5.0 min  CN=98.0  Runoff=0.13 cfs  438 cf

Subcatchment B1: to POC B
  Runoff Area=1,528 sf  0.00% Impervious  Runoff Depth=4.30"
  Flow Length=43'  Slope=0.0100'  Tc=6.4 min  CN=61.0  Runoff=0.21 cfs  656 cf

Pond LS: Level Spreader
  Peak Elev=5.61'  Storage=32 cf  Inflow=0.52 cfs  2,093 cf
  Outflow=0.53 cfs  2,064 cf

Pond P1: Permeable DRIVEPavers
  Peak Elev=5.94'  Storage=658 cf  Inflow=0.54 cfs  2,663 cf
  Primary=0.52 cfs  2,093 cf  Secondary=0.00 cfs  0 cf  Outflow=0.52 cfs  2,093 cf

Pond P2: Permeable Patio Pavers
  Peak Elev=6.01'  Storage=264 cf  Inflow=0.13 cfs  438 cf
  Outflow=0.06 cfs  174 cf

Link A: POC A
  Inflow=1.66 cfs  5,818 cf
  Primary=1.66 cfs  5,818 cf

Total Runoff Area = 14,430 sf  Runoff Volume = 7,337 cf  Average Runoff Depth = 6.10"
  60.76% Pervious = 8,767 sf  39.24% Impervious = 5,663 sf
Area Listing (all nodes)

<table>
<thead>
<tr>
<th>Area (sq-ft)</th>
<th>CN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,767</td>
<td>61.0</td>
<td>&gt;75% Grass cover; Good, HSG B (A1, A3, A1)</td>
</tr>
<tr>
<td>92</td>
<td>98.0</td>
<td>BILCO AND CONCRETE (A1)</td>
</tr>
<tr>
<td>1,016</td>
<td>98.0</td>
<td>Drive (PAVERS) (A3)</td>
</tr>
<tr>
<td>1,526</td>
<td>98.0</td>
<td>GRAVEL ACCESS (A1)</td>
</tr>
<tr>
<td>2,436</td>
<td>98.0</td>
<td>ROOF (A2)</td>
</tr>
<tr>
<td>593</td>
<td>98.0</td>
<td>permeable paver patio (A4)</td>
</tr>
<tr>
<td>14,430</td>
<td>75.5</td>
<td>TOTAL AREA</td>
</tr>
</tbody>
</table>
### Summary for Subcatchment A1: to POC A

Runoff = 0.68 cfs @ 12.08 hrs, Volume = 2,034 cf, Depth = 2.96" 

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span = 0.00-25.00 hrs, dt = 0.01 hrs
Type III 24-hr 25-Year Rainfall = 6.40" 

<table>
<thead>
<tr>
<th>Area (sf)</th>
<th>CN</th>
<th>Description</th>
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<tbody>
<tr>
<td>*</td>
<td>1,526</td>
<td>96.0</td>
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<tr>
<td></td>
<td>92</td>
<td>96.0</td>
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<td></td>
<td>6,626</td>
<td>61.0</td>
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<td>8,644</td>
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<td></td>
<td>6,626</td>
<td>60.37%</td>
</tr>
<tr>
<td></td>
<td>1,616</td>
<td>19.63%</td>
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<table>
<thead>
<tr>
<th>Tc</th>
<th>Length (min)</th>
<th>Slope (ft/ft)</th>
<th>Velocity (ft/sec)</th>
<th>Capacity (cfs)</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>5.0</td>
<td>15.5</td>
<td>100</td>
<td>0.0150</td>
<td>0.11</td>
<td>Sheet Flow, Grass Dense</td>
</tr>
</tbody>
</table>

Direct Entry, USE DIRECT

### Subcatchment A1: to POC A

**Type III 24-hr 25-Year Rainfall = 6.40"**
Runoff Area = 8,244 sf
Runoff Volume = 2,034 cf
Runoff Depth = 2.96"
Tc = 5.0 min
CN = 68.3

---

### Summary for Subcatchment A2: A2 ROOF

Runoff = 0.27 cfs @ 12.21 hrs, Volume = 1,251 cf, Depth = 6.16" 

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span = 0.00-25.00 hrs, dt = 0.01 hrs
Type III 24-hr 25-Year Rainfall = 6.40" 

<table>
<thead>
<tr>
<th>Area (sf)</th>
<th>CN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>*</td>
<td>2,436</td>
<td>98.0</td>
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<tr>
<td></td>
<td>2,436</td>
<td>100.0%</td>
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</table>

<table>
<thead>
<tr>
<th>Tc</th>
<th>Length (min)</th>
<th>Slope (ft/ft)</th>
<th>Velocity (ft/sec)</th>
<th>Capacity (cfs)</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>15.5</td>
<td>100</td>
<td>0.0150</td>
<td>0.11</td>
<td>Sheet Flow, Grass Dense</td>
<td></td>
</tr>
</tbody>
</table>

**Subcatchment A2: A2 ROOF**

**Type III 24-hr 25-Year Rainfall = 6.40"**
Runoff Area = 2,436 sf
Runoff Volume = 1,251 cf
Runoff Depth = 6.16"
Flow Length = 100'
Slope = 0.0150 ' 
Tc = 15.5 min
CN = 98.0
Summary for Subcatchment A3: A3 DRIVE

Runoff = 0.18 cfs @ 12.07 hrs, Volume = 571 cf, Depth = 5.16"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-25.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.40"

<table>
<thead>
<tr>
<th>Area (sf)</th>
<th>CN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>* 1,016</td>
<td>96.0</td>
<td>Drive (PAVERS)</td>
</tr>
<tr>
<td>313</td>
<td>61.0</td>
<td>75% Grass cover, Good, HSG B</td>
</tr>
<tr>
<td>1,329</td>
<td>89.3</td>
<td>Weighted Average</td>
</tr>
<tr>
<td>313</td>
<td>23.5%</td>
<td>Permeable Area</td>
</tr>
<tr>
<td>1,016</td>
<td>76.45%</td>
<td>Impervious Area</td>
</tr>
</tbody>
</table>

Tc = 5.0 min, Length = 5.0 ft, Slope = 0.25 ft/ft, Velocity = 6.0 ft/sec, Capacity = 571 cfs

Direct Entry, minimum

Subcatchment A3: A3 DRIVE

**Type III 24-hr 25-Year Rainfall=6.40**
Runoff Area=1,329 sf
Runoff Volume=571 cf
Runoff Depth=5.16"
Tc=5.0 min
CN=89.3
Summary for Subcatchment B1: to POC B

Runoff = 0.10 cfs @ 12.11 hrs, Volume= 347 cf, Depth= 2.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-25.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.40"

<table>
<thead>
<tr>
<th>Area (sf)</th>
<th>CN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,828</td>
<td>61.0</td>
<td>75% Grass cover, Good, HSG B</td>
</tr>
<tr>
<td>1,828</td>
<td></td>
<td>100.00% Pervious Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tc (min)</th>
<th>Length (feet)</th>
<th>Slope</th>
<th>Velocity (f/sec)</th>
<th>Capacity (cfs)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.0</td>
<td>48</td>
<td>0.0100</td>
<td>0.11</td>
<td>n= 0.150</td>
<td>P2= 3.40&quot;</td>
</tr>
</tbody>
</table>

**Subcatchment B1: to POC B**

Type III 24-hr
25-Year Rainfall=6.40"
Runoff Area=1,828 sf
Runoff Volume=347 cf
Runoff Depth=2.28"
Flow Length=48'
Slope=0.0100 '/'
Tc=7.0 min
CN=61.0

Summary for Pond LS: Level Spreader

Inflow Area = 3,765 sf, 91.69% Impervious, Inflow Depth > 3.99" for 25-Year event
Inflow = 0.37 cfs @ 12.16 hrs, Volume= 1,223 cf
Outflow = 0.37 cfs @ 12.16 hrs, Volume= 1,223 cf
Primary = 0.37 cfs @ 12.16 hrs, Volume= 1,223 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-25.00 hrs, dt= 0.01 hrs
Peak Elev= 5.57 @ 12.16 hrs
Surf.Area= 40 sf
Storage= 31 cf
Plug-Flow detention time= 16.7 min calculated for 1,223 cf (98% of inflow)
Center-of-Mass det. time= 3.5 min (853.5 - 850.0)

Volume

<table>
<thead>
<tr>
<th>#1</th>
<th>Invert</th>
<th>Avail Storage</th>
<th>Storage Description</th>
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<tbody>
<tr>
<td></td>
<td>3.60'</td>
<td>32 of 2.00'W x 20.00' L x 2.00'H excavated grade</td>
<td>80 of Overall x 40.0% Voids</td>
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</tbody>
</table>

Device

<table>
<thead>
<tr>
<th>#1</th>
<th>Routing</th>
<th>Invert</th>
<th>Outlet Devices</th>
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<tbody>
<tr>
<td>Primary</td>
<td>5.40'</td>
<td>2.0' long x 1.0' breadth Broad-Crested Rectangular Weir</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Head (feet)</td>
<td>0.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coeff. (English)</td>
<td>2.69</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.50</td>
<td>3.00</td>
</tr>
<tr>
<td>Primary Outflow</td>
<td>Max=0.37 cfs @ 12.16 hrs</td>
<td>HW=5.57&quot;</td>
<td>TW=0.00&quot; (Dynamic Tailwater)</td>
</tr>
<tr>
<td>t=Broad-Crested Rectangular Weir</td>
<td>Weir Controls 0.37 cfs @ 1.10 fps</td>
<td></td>
<td></td>
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</tbody>
</table>

Pond LS: Level Spreader

Inflow Area=3,765 sf
Peak Elev=5.57' Storage=31 cf
Stage-Area-Storage for Pond LS: Level Spreader

<table>
<thead>
<tr>
<th>Elevation (feet)</th>
<th>Storage (cubic-feet)</th>
<th>Elevation (feet)</th>
<th>Storage (cubic-feet)</th>
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<tbody>
<tr>
<td>3.60</td>
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<td>3.72</td>
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<td>4.78</td>
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<tr>
<td>4.62</td>
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<td></td>
</tr>
</tbody>
</table>

Summary for Pond P1: Permeable DRIVEPavers

Inflow Area = 3.765 sf, 91.69% impervious, Inflow Depth = 5.81" for 25-Year event

Inflow = 0.38 cfs @ 12.11 hrs, Volume = 1,822 cf

Outflow = 0.37 cfs @ 12.16 hrs, Volume = 1,252 cf, Atten = 2%, Lag = 2.6 min

Primary = 0.37 cfs @ 12.16 hrs, Volume = 1,252 cf

Secondary = 0.00 cfs @ 0.00 hrs, Volume = 0 cf

Routing by Dyn-Stor-Ind method, Time Span = 0.00-25.00 hrs, dtt = 0.01 hrs
Peak Elev = 5.72' @ 12.16 hrs, Surf.Area = 2,030 sf, Storage = 635 cf

Plug-Flow detention time = 133.9 min calculated for 1,252 cf (69% of inflow)
Center-of-Mass det. time = 87.2 min (850.0 - 762.8)

Volume Invert Avail. Storage Storage Description

| #1   | 4.00' | 610 cf | 4.00' x 25.40'L x 1.50'H Gravel Reservoir |
| #2   | 5.50' | 76 cf  | 4.00' x 25.40'L x 0.75'H Pavers & Base    |
| #3   | 6.25' | 2,500 cf| 10.00' x 10.00'L x 0.25'H Dummy (for 100 year only) |
| #4   | 5.10' | 5 cf   | 2.00' x 2.00'L x 1.30'H Prismatoid         |

3,191 cf Total Available Storage

Device Routing Invert Outlet Devices

| #1   | Primary | 5.10' | 5.0" Round PIPE to level spreader |
| #2   | Secondary | 6.05' | 0.7" x 0.7" Horiz. Orifice/Grate |

Primary OutFlow Max=0.37 cfs @ 12.16 hrs, HW=5.72', TW=5.57' (Dynamic Tailwater)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs, HW=4.00', TW=3.60' (Dynamic Tailwater)
Pond P1: Permeable DRIVEPavers

Inflow Area=3,765 sf
Peak Elev=5.72
Storage=635 cf

<table>
<thead>
<tr>
<th>Elevation (feet)</th>
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</tr>
</thead>
<tbody>
<tr>
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</table>
Summary for Pond P2: Permeable Patio Pavers

Inflow Area = 593 sf, 100.00% Impervious, Inflow Depth = 6.16" for 25-Year event
Inflow = 0.09 cfs @ 12.07 hrs, Volume = 304 cf
Outflow = 0.00 cfs @ 15.58 hrs, Volume = 41 cf, Atten = 97%, Lag = 210.6 min
Primary = 0.30 cfs @ 15.58 hrs, Volume = 41 cf

Routing by Dyn-Stor-ind method, Time Span = 0.00-25.00 hrs, dt = 0.01 hrs
Peak Elev = 6.00' @ 15.58 hrs Surf Area = 1,318 sf Storage = 264 cf
Plug-Flow detention time = 734.4 min calculated for 41 cf (13% of inflow)
Center-of-Mass det. time = 394.8 min (1,138.1 - 743.3)

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<th>Avail Storage</th>
<th>Storage Description</th>
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<tr>
<td>#1</td>
<td>5.00'</td>
<td>264 cf</td>
<td>24.00' W x 27.46' L x 1.00' H Gravel Reservoir</td>
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<tr>
<td>#2</td>
<td>6.00'</td>
<td>49 cf</td>
<td>24.00' W x 27.46' L x 0.75' H Pavers &amp; Base</td>
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<td>#3</td>
<td>6.00'</td>
<td>25 cf</td>
<td>1.00' W x 1.00' L x 0.25' H Dummy (for 100 year only) x 100</td>
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<td></td>
<td></td>
<td>339 cf</td>
<td>Total Available Storage</td>
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Device Routing Invert Outlet Devices
#1 Primary 6.00' 24.00' long x 1.0' breadth Broad-Crested Rectangular Weir
Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
2.50 3.00
Coeff (English) 2.69 2.72 2.75 2.85 2.97 3.08 3.20 3.28 3.31
3.30 3.31 3.32

Primary OutFlow Max = 0.00 cfs @ 15.58 hrs HW = 6.00' TW = 0.00' (Dynamic Tailwater)
1 = Broad-Crested Rectangular Weir (Weir Controls 0.00 cfs @ 0.09 fps)
### Stage-Area-Storage for Pond P2: Permeable Patio Pavers

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<th>Storage (cubic-feet)</th>
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<tr>
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<td>211</td>
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### Summary for Link A: POC A

- **Inflow Area**: 12,602 sf, 44.94% Impervious, **inflow Depth**: 3.14" for 25-Year event
- **Inflow**: 0.99 cfs @ 12.09 hrs, **Volume**: 3.298 cf
- **Primary**: 0.99 cfs @ 12.09 hrs, **Volume**: 3.298 cf, **Atten**: 0%, **Lag**: 0.0 min

Primary outflow = Inflow, Time Span= 0.00-25.00 hrs, dt= 0.01 hrs

**Link A: POC A**

![Hydrograph](image-url)

**Inflow Area=12,602 sf**
Appendix “F”

Soil Results Form
SOIL EVALUATION TEST RESULTS

Project Name: Single Family Home 1 Pryn Road

<table>
<thead>
<tr>
<th>Test Pit or Soil Boring #:</th>
<th>0141</th>
<th>Ground Elevation:</th>
<th>6.4</th>
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</thead>
<tbody>
<tr>
<td>Elevation</td>
<td>Soil Texture (Percent Sand, Silt and Clay)</td>
<td>Depth Range in Inches</td>
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<tr>
<td>6.4</td>
<td>Fill</td>
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</tr>
<tr>
<td></td>
<td>Original Top Soil</td>
<td>2.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Orange Brown</td>
<td>2.6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gray Silt Loam</td>
<td>4.6</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Dark Grey Clay (Mottled)</td>
<td>7.0</td>
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<td>0.1</td>
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<td></td>
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Engineer’s Name: Richard Regan PW

Engineering Firm’s Name: Locco V. O’Malley PW

Saturated Hydraulic Conductivity Test Location #: |

<table>
<thead>
<tr>
<th>Ground Elevation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top Elevation of Proposed Infiltration System:</td>
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<tr>
<td>Bottom Elevation of Proposed Infiltration System:</td>
</tr>
<tr>
<td>Elevation of Test*:</td>
</tr>
<tr>
<td>Test Method (check one of the following acceptable methods**):</td>
</tr>
<tr>
<td>Borehole infiltration test (NHDES, 2008)</td>
</tr>
<tr>
<td>Guelph permeameter - ASTM D5126-90 Method</td>
</tr>
<tr>
<td>Falling head permeameter - ASTM D5126-90 Method</td>
</tr>
<tr>
<td>Double ring permeameter or infiltrometer - ASTM D3385-03, D5093-02, D5126-90 Methods</td>
</tr>
<tr>
<td>Amoozegar or Amoozegar (constant head) permeameter – Amoozegar 1992</td>
</tr>
</tbody>
</table>

Attach field data forms for the respective infiltration test method.

Calculated Saturated Hydraulic Conductivity Rate:

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<tr>
<th>Elevation</th>
<th>Depth in Inches</th>
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<tbody>
<tr>
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<td>Mottling (Seasonally High Groundwater)</td>
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<tr>
<td></td>
<td>Groundwater</td>
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<td></td>
<td>Lodge</td>
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</tbody>
</table>

**A percolation test, performed in accordance with the guidelines of the Connecticut State Health Code or otherwise, is not an acceptable test for saturated hydraulic conductivity. Perculation tests overestimate the saturated hydraulic conductivity rate.

* All test pits or soil borings shall be excavated to an elevation four feet below the proposed bottom elevation of the infiltration system.

* All field infiltration tests must be conducted in the actual location and soil layer where stormwater infiltration is proposed.

TEST CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT.

Name of Test Conductor: Pryn Frechen
Signature of Test Conductor: [Signature]
Date: 6-26-12

Form SC-101 February 2012
SOIL EVALUATION TEST RESULTS

Project Name: Single Family Home
Project Address: 17 Bryan Road

Engineering Firm's Name: Rocco V. O’Meara
Engineer's Name: Richard Regan, P.E.

Test Pit or Soil Boring #: DW42 Ground Elevation: 6.3

<table>
<thead>
<tr>
<th>Elevation</th>
<th>Soil Texture (Percent Sand, Silt and Clay)</th>
<th>Depth Range in Inches</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>6.3</td>
<td>Original Top Soil</td>
<td>14&quot;</td>
</tr>
<tr>
<td>6.3</td>
<td>Orange Brown Silty Loam</td>
<td>26</td>
</tr>
<tr>
<td>5.8</td>
<td>Brown Sand Loam (mottled)</td>
<td>42</td>
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<tr>
<td>-0.2</td>
<td>Dark Gray Clay</td>
<td>78&quot;</td>
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Saturated Hydraulic Conductivity Test Location #:

Ground Elevation:
Top Elevation of Proposed Infiltration System:
Bottom Elevation of Proposed Infiltration System:
Elevation of Test*:
Test Method (check one of the following acceptable methods**):
- Borehole infiltration test (NHDES, 2008)
- Guelph permeameter - ASTM D5126-90 Method
- Falling head permeameter - ASTM D5126-90 Method
- Double ring permeameter or infiltrometer - ASTM D3385-03, D3093-02, D5126-90 Methods
- Amoozegar permeameter or Amoozegar (constant head) permeameter – Amoozegar 1992

Attach field data forms for the respective infiltration test method.

Calculated Saturated Hydraulic Conductivity Rate:

**A percolation test, performed in accordance with the guidelines of the Connecticut State Health Code or otherwise, is not an acceptable test for saturated hydraulic conductivity. Percolation tests overestimate the saturated hydraulic conductivity rate.

* All test pits or soil borings shall be excavated to an elevation four feet below the proposed bottom elevation of the infiltration system.

** All field infiltration tests must be conducted in the actual location and soil layer where stormwater infiltration is proposed.

TEST CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT.

Bryan Feind
Name of Test Conductor

Signature of Test Conductor: Bryan Feind
Date: 6-26-18
SOIL EVALUATION TEST RESULTS

Project Name: Single Family Home
Project Address: 17 Byron Road

Engineering Firm’s Name: Locco O’Dohren
Engineer’s Name: Richard Regan PE

<table>
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<th>Ground Elevation: 5.75’</th>
<th>Depth Range in Inches</th>
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<td>Depth in Inches</td>
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<td>2.75</td>
<td>Brown Silt</td>
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<td>2.25</td>
<td>Dull Grey Clay Mottled</td>
<td>36”</td>
</tr>
<tr>
<td>0.25</td>
<td>Clay Ledge</td>
<td>66”</td>
</tr>
</tbody>
</table>

Ground Elevation: ___________________________
Top Elevation of Proposed Infiltration System: ___________________________
Bottom Elevation of Proposed Infiltration System: ___________________________
Elevation of Test*: ___________________________

Test Method (check one of the following acceptable methods**):
- Borehole infiltration test (NHDES, 2008)
- Guelph permeameter - ASTM D5126-90 Method
- Falling head permeameter – ASTM D5126-90 Method
- Double ring permeameter or infiltrometer - ASTM D3385-03, D5093-02, D5126-90 Methods
- Amoozegar or Amoozegar (constant head) permeameter – Amoozegar 1992

Attach field data forms for the respective infiltration test method.
Calculated Saturated Hydraulic Conductivity Rate: ___________________________

**A percolation test, performed in accordance with the guidelines of the Connecticut State Health Code or otherwise, is not an acceptable test for saturated hydraulic conductivity. Percolation tests overestimate the saturated hydraulic conductivity rate.

* All test pits or soil borings shall be excavated to an elevation four feet below the proposed bottom elevation of the infiltration system.

* All field infiltration tests must be conducted in the actual location and soil layer where stormwater infiltration is proposed.

TEST CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT.

Bryan French
Name of Test Conductor

Signature of Test Conductor
Date 6-26-18

Form SC-101
February 2012
LONG TERM MAINTENANCE PLAN REPORT

For

17 Bryon Road
Old Greenwich, Connecticut

Prepared For

Nicole Malladot Areson
David Cristy Areson

December 17, 2018
REVISED OCTOBER 1, 2021

17SI_LTMP
Stormwater Management Practices
Maintenance Declaration
Stormwater Management Practices Maintenance Declaration

THIS DECLARATION is made this date, , 20 , by and between the Town of Greenwich, a municipal corporation with principal offices located at 101 Field Point Road, Greenwich, CT 06830 and

Nicole Malladot Areson and David Cristy Areson

[Owner(s) Name]

17 Byron Road Old Greenwich CT

[Address]

hereinafter referred to as "Owner(s)" of the "Property" as more fully described in a deed recorded in Book 7286 at Page 116 of the Greenwich Land Records. In accordance with the Town of Greenwich Drainage Manual as Amended, the "Owner(s)" agree to install and maintain stormwater management practice(s) on the subject Property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity. This Declaration includes the following exhibits located in the project files of one or all of the following Town of Greenwich Departments:

- Building Division – Permit #
- Inland Wetlands and Watercourses Agency – Application #
- Planning and Zoning – Application #

Exhibit A: Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Declaration. Approved Maintenance Plan dated 

Exhibit B: Improvement Location Survey depicting "As-Built" conditions and showing an accurate location of each stormwater management practice affected by this Declaration. Approved Improvement Location Survey dated

Note: After construction has been verified and accepted by the Town of Greenwich for the stormwater management practices, this declaration shall be recorded by the Owner on the Greenwich Land Records and copies of the recorded document shall be submitted to all of the following Town of Greenwich Departments involved in the approval:

- Building Division
- Inland Wetlands and Watercourses Agency
- Planning and Zoning

Through this Declaration, the Owner(s) hereby subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner(s), at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the Town Clerk. These easements and releases of rights-of-way shall
not be altered, amended, vacated, released or abandoned without prior written approval of the
Town of Greenwich.

2. The Owner(s) shall be solely responsible for the installation, maintenance and repair of the
stormwater management practices, drainage easements and associated landscaping identified in
Exhibit B in accordance with the Operation and Maintenance Plan (Exhibit A).

3. No alterations or changes to the stormwater management practice(s) identified in Exhibit B shall
be permitted unless they are deemed to comply with this Declaration and are approved in writing
by the Town of Greenwich.

4. The Owner(s) shall retain the services of a qualified inspector (as described in Exhibit A) to
operate and ensure the maintenance of the stormwater management practice(s) identified in
Exhibit B in accordance with the Operation and Maintenance Plan (Exhibit A).

5. The Owners(s) must maintain all records (logs, invoices, reports, data, etc.) and have them readily
available for inspection at all times. Inspection Documentation must be maintained as frequently as
required in Exhibit A.

6. The Town of Greenwich or its designee is authorized to access the property as necessary to
conduct inspections of the stormwater management practices or drainage easements to ascertain
compliance with the intent of this Declaration and the activities prescribed in Exhibit A. Upon
written notification by the Town of Greenwich or their designee of required maintenance or
repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time
frame determined by the Town of Greenwich. The Owner(s) shall be liable for the failure to
undertake any maintenance or repairs so that the public health, safety, general welfare or the
environment shall not be endangered.

7. If the Owner(s) does not keep the stormwater management practice(s) in reasonable order and
condition, or complete maintenance activities in accordance with the Operation and Maintenance
Plan contained in Exhibit A, or the required maintenance or repairs under 6 above within the
specified time frames, the Town of Greenwich is authorized, but not required, to perform the
specified inspections, maintenance or repairs in order to preserve the intended functions of the
practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general
welfare or the environment. In the case of an emergency, as determined by the Town of
Greenwich, no notice shall be required prior to the Town of Greenwich performing emergency
maintenance or repairs. The Town of Greenwich may levy the costs and expenses of such
inspections, maintenance, repairs and appropriate fees against the Owner(s). The Town of
Greenwich at the time of entering upon said stormwater management practice for the purpose of
maintenance or repair may file a notice of lien upon the property affected by the lien. If said costs
and expenses are not paid by the Owner(s), the Town of Greenwich may pursue the collection of
same through appropriate court actions.

8. The Owner(s) hereby conveys to the Town of Greenwich an easement over, on and in the
Property for the purpose of access to the stormwater management practice(s) for the inspection,
maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair
the practice(s). The Town of Greenwich’s execution of any repair or maintenance does not alter
the Owner(s) responsibility to maintain in future.
9. The Owner(s) agrees that this Declaration shall be recorded and that the land described in a deed recorded in Book 1206 at Page 116 of the Greenwich Land Records shall be subject to the covenants and obligations contained herein, and this Declaration shall bind all current and future owners of the property.

10. The Owner(s) agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits A and B and this Declaration. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.

11. The Owner(s) agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Declaration.

12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this declaration and bind the respective parties hereto.

13. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the Town of Greenwich harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter “Claims”, fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to in the permit as Exhibit “A” hereto, appurtenances, connections and attachments thereto which are the subject of this Declaration. The Proprietor, its agents, representatives, successors and assigns shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with such Claims or the enforcement of this Declaration.
IN WITNESS WHEREOF, the “Owner(s)” have executed this Declaration on this ______ day of ______________, 20_____.

By: ______________________________________________________
    [Owner(s)]

By: ______________________________________________________
    [Owner(s)]

STATE OF CONNECTICUT  )
    SS: Greenwich
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged before me on this ______ day of ______________, 20_____, by ___________________________________, the “Owner(s)” of ____________________________.

[Address]

________________________________________________________________________

Notary Public

My Commission Expires On:

WHEN RECORDED RETURN COPY TO:
[All of the following departments involved in approval: Building Division, Inland Wetlands & Watercourses Agency, and Planning & Zoning]
Exhibit “A”

Operation and Maintenance Plan with Log
Exhibit A
Operations and Maintenance Plan
17 Bryon Road, Old Greenwich
REVISED OCTOBER 2021

Scope:

The purpose of the Operations and Maintenance Plan is to ensure that the existing and proposed stormwater components installed at 8 Eggleston Lane are maintained in operational condition throughout the life of the project. The service procedures associated with this plan shall be performed as required by the parties legally responsible for their maintenance.

Recommended Frequency of Service:

As further defined below, all stormwater components should be checked on a periodic basis and kept in full working order. Ultimately, the required frequency of inspection and service will depend on runoff quantities, pollutant loading, and clogging due to debris. At a minimum, we recommend that all stormwater components be inspected and serviced twice per year, once before winter begins and once during spring cleanup.

Qualified Inspector:

The inspections must be completed by an individual experienced in the construction and maintenance of stormwater drainage systems. Once every five years the inspections must be completed by a professional engineer.

Service Procedures:

1. Catch Basins & Drainage Inlets:
   a. Catch basins and drainage inlets shall be completely cleaned of accumulated debris and sediments at the completion of construction.
   b. For the first year, catch basins and drainage inlets shall be inspected on a quarterly basis.
   c. Any accumulated debris within the catch basins/inlets shall be removed and any repairs as required.
   d. From the second year onward, visual inspections shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
   e. Accumulated debris within the catch basins/inlets shall be removed and repairs made as required.
   f. Accumulated sediments shall be removed at which time they are within 12 inches of the invert of the outlet pipe.
   g. Any additional maintenance required per the manufacturer's specifications shall also be completed.

2. Storm Drainage Piping and Manholes/Junction Boxes:
   a. All storm drainage piping shall be completely flushed of debris and accumulated sediment at the completion of construction.
   b. Manholes/Junction Boxes shall be inspected and repaired on an annual basis.
c. Unless system performance indicates degradation of piping, comprehensive video inspection of storm drainage piping shall occur once every ten years.
d. Any additional maintenance required per the manufacturer's specifications shall also be completed.

3. Porous Pavement (Pervious Concrete, Porous Asphalt, Permeable Interlocking Concrete Pavers, Flexi pave, Etc.):

a. Changing the porous pavement surface to an impervious surface requires the review and approval of the Town of Greenwich DPW Engineering Division.
b. Clean and vacuum (Regenerative Air Vacuum for Permeable Interlocking Concrete Pavers) the porous pavement upon the completion of construction.
c. Check for standing water on the surface of the pavement after a precipitation event. If standing water remains within 30 minutes after rainfall had ended, cleaning of porous pavement is recommended.
d. Vacuum sweeper shall be used regularly to remove sediment and organic debris on the pavement surface. The sweeper may be fitted with water jets.
e. Pavement vacuuming should occur during spring cleanup following the last snow event to remove accumulated debris, at a minimum.
f. Pavement vacuuming should occur during fall cleanup to remove dead leaves, at a minimum.
g. Power washing can be an effective tool for cleaning clogged areas. See manufacturer's specifications.
h. Check for debris accumulating on pavement, especially debris buildup in winter. For loose debris, a power/leaf blower or gutter broom can be used to remove leaves and trash.
i. In the event that the porous surface becomes clogged an engineer must be retained to determine how to restore the porous surface to its original condition.
j. Any additional maintenance required per the manufacturer’s specifications shall also be completed.

4. Roof Gutters:

a. Remove accumulated debris and inspect for damage. Any damage should be repaired as required.

5. Drainage Outfalls/Splash Pads/Scour Holes/Level Spreaders:

a. All outfalls shall be completely cleaned of accumulated debris and sediments at the completion of construction. Any repairs to outlet protection material (rip rap) shall be performed.
b. For the first year, outfalls shall be inspected on a quarterly basis.
c. Any accumulated debris shall be removed and any repairs made to the outfalls as required.
d. From the second year onward, visual inspections shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
e. Accumulated debris shall be removed and repairs made as required.
f. Any erosion shall be promptly repaired and the cause of the erosion shall be identified and corrected.
g. Any additional maintenance required per the manufacturer’s specifications shall also be completed.
Disposal of Debris and Sediment:

All debris and sediment removed from the stormwater structures and bioretention/biofiltration basins shall be disposed of legally. There shall be no dumping of silt or debris into or in proximity to any inland or tidal wetlands.

Maintenance Records:

The Owners(s) must maintain all records (logs, invoices, reports, data, etc.) and have them readily available for inspection at all times.
## Operations and Maintenance Log (Page 1 of 2)

17 Bryon Road, Old Greenwich
REVISED OCTOBER 2021

<table>
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<th>Type of Inspection:</th>
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<th>□ Fall</th>
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<th>Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
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</table>

### Catch Basins & Drainage Inlets:
- Has accumulated debris been removed from grates? □ Yes □ No □ N/A
- Do any basins require additional repair? (identify below): □ Yes □ No □ N/A
- Have sumps been cleaned of sediment? □ Yes □ No □ N/A

### Storm Drainage Piping and Manholes/Junction Boxes:
- Has accumulated debris been removed? □ Yes □ No □ N/A
- Do any manholes require additional repair? (identify below): □ Yes □ No □ N/A
- Is there any evidence of stormwater piping failure? □ Yes □ No □ N/A
- Has a comprehensive video inspection been completed? □ Yes □ No □ N/A

### Roof Gutters:
- Has accumulated debris been removed from gutters? □ Yes □ No □ N/A
- Do any gutters require additional repair? (identify below): □ Yes □ No □ N/A

### Notes:

---

Form MD-100

Rocco V. D'Andrea Inc.
Operations and Maintenance Log (Page 2 of 2)
817 Bryon Road, Old Greenwich
December 2018

Porous Pavement:
- Has pavement been vacuumed? □ Yes □ No □ N/A
- Has draining times been verified? □ Yes □ No □ N/A

Notes:

Drainage Outfalls/Splash Pads/Scour Holes/Level Spreaders:
- Have all drainage outlets been cleared of debris? □ Yes □ No □ N/A
- Have all outlet protections been inspected/repairsed? □ Yes □ No □ N/A
- Have all erosion issues been repaired? □ Yes □ No □ N/A

Notes:

Please make additional notes/observations and particular concerns below. Also record any additional maintenance that has been performed:

Signature of Inspector: ___________________________  Date: ___________________________

Form MD-100
FINAL COASTAL SITE PLAN REVIEW SET
PROPOSED SINGLE FAMILY DWELLING
LOCATION
17 BRYON ROAD
OLD GREENWICH
GREENWICH, CONNECTICUT
PREPARED FOR
NICOLE MALLADOT ARESON
DAVID CRISTY ARESON

SHEET INDEX

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<td>6</td>
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<td>NOTES AND DETAILS</td>
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ENGINEERING PLANS PREPARED BY:

ROCCO V. D'ANDELA, INC.

ROCCO V. D'ANDELA, INC.

10-1-21

DRAFT NUMBER

10-1-21

PAGE 1 OF 10

IN PREPARED TO COMPLY WITH THE REGULATIONS OF THE
LAND USE BOARD OF THE MUNICIPALITY OF GREENWICH, CONNECTICUT

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GRADE PLANE ANALYSIS - PROPOSED RAISED DWELLING

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Notes:
1. Proposed grading taken from a plan entitled "Development Plan" as prepared by this office.
2. Refer to architectural plans prepared by JAMES TUTTLE Architect.
3. The subject parcel lies within flood hazard zones AE (1%) and VE (16%).
December 1, 2021

Chairperson Margarita T. Alban
Planning and Zoning Commission
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

RE: PLPZ 2021 00454
17 Bryon Road

Dear Ms. Alban and Members of the Commission:

On behalf of the property owners at 12 & 14 Bryon Road, we hereby submit the following letter in opposition of the above referenced final coastal site plan application. The application cannot be approved because:

1. Applicant cannot count land encumbered by a right-of-way towards its lot area for FAR purposes.
2. Applicant cannot eliminate right-of-way on its own accord.
3. Applicant cannot build a structure with no setback to a paper road.
4. Applicant cannot make improvements to land that is encumbered by a right-of-way.
5. Applicant has not submitted a complete application to determine compliance with CAM requirements.
6. Applicant has not substantially changed their application materials from what was previously proposed in 2018 as part of Application PLPZ 2018 00595.

Since the project cannot be approved as proposed, we would ask that the Planning and Zoning Commission direct the Applicant to modify their application, so that the project is compliant with the Town Building Zone Regulations (the “BZR”) and Coastal Management Act (the “CAM”).

I. Applicant Cannot Count Land Encumbered By A Right-Of-Way Towards Its Lot Area For FAR Purposes.

When Applicant first applied to develop the property under Application PLPZ 2018 00595, the neighbors submitted a memorandum (the “ROW Memo”), attached hereto as Exhibit A, noting that the project could not be approved with the proposed Floor Area Ratio (the “FAR”)


due to the prior road status. At that time and now, Applicant contends that the property has a zoning lot area of 14,430 square feet, which would permit them to build a 4,545 square foot house under the R-12 zone’s 0.315 FAR allowance. However, the BZR does not permit the entire property to be treated as lot area for calculating the FAR. BZR Section 6-5(a)(23) specifically excludes “land over which a right-of-way for a private road exists”. As previously noted in the ROW Memo, the northern portion of the lot is an extension of Shore Acre Drive, created and shown as Ridabock Road on Greenwich Land Record (the “GLR”) Map #906, attached here to as Exhibit B. The extension of Shore Acre Drive is also shown on GLR Map #1154, attached hereto as Exhibit C; as well as separately referenced in the Applicant’s legal description of their property, attached hereto as Exhibit D. Here, the 6,730 square feet of the property is not eligible for treatment as lot area for FAR purposes because it is a right-of-way for a private road. Applicant is limited to calculating their FAR off of the remaining 7,700 square feet, which would limit the building to a floor area of 2,425.5 square feet.

II. Applicant Cannot Eliminate Right-Of-Way On Its Own Accord.

Applicant’s recording of GLR Map 9081, attached hereto as Exhibit E, is irrelevant to the property’s treatment under the BZR. GLR Map 9081 contains the note “Former Lot Line (Eliminated)”. Eliminating the lot line does not change the status of the right-of-way. Connecticut courts have held that property owners cannot eliminate rights-of-way conveyed to other property owners or shown on a map, even if a road has not been constructed in the right-of-way\(^1\). Applicant would need all parties with an interest in the right-of-way to release their rights to treat it as their property. As noted in the ROW Memo, the Town of Greenwich is an interested party and the Applicant would be required to pursue road discontinuance with the Greenwich Representative Town Meeting via Connecticut General Statutes Section 13a-49. Therefore, the recording of a new map has no impact on the existence of the right-of-way and the northern 6,730 square feet of Applicant’s property should be treated as a right-of-way under the BZR.

Similarly, Applicant’s update of the tax records via the recording of GLR Map 9081 is irrelevant to the property’s treatment under the BZR. Tax records are not controlling over land use issues\(^2\). The Tax Assessor’s taxation of the right-of-way does not mean that Applicant may treat the right-of-way portion of the property as lot area for development purposes.

III. Applicant Cannot Build A Structure With No Setback To A Paper Road.

The northern 6,730 square feet of the Applicant’s property should be treated as a paper road because it is encumbered by a right-of-way shown on a map with conveyed rights. As noted above, Applicant cannot eliminate the right-of-way and the right-of-way remains. The Town’s Zoning Enforcement Department has consistently treated these rights-of-way as paper roads and held that property owners must maintain required setbacks to all paper roads\(^3\). Applicant has not shown setbacks on their zoning location survey. However, the edge of the proposed building appears to be set on the limit of the paper road/right-of-way. The setback of the demolished dwelling suggests that it was required to meet the setback requirements off of the paper.

\(^1\) *Lake Garda Co. v. D’Arche*, 135 Conn. 449, 455 (1949).


\(^3\) See Zoning Board of Appeal Applications: PLZE 2019 00693; PLZE 2017 00111; and PLZE 2016 00003.
road/right-of-way in effect in 1934, the time of its construction. The current R-12 street side yard standard would require the proposed home to be located 22.5’ off of the paper road/right-of-way limit.

IV. Applicant Cannot Make Improvements To Land That Is Encumbered By A Right-Of-Way.

Applicant cannot locate its proposed drainage structures in the portion of the property that is encumbered by a paper road/right-of-way. Connecticut courts have regularly held that there are no rights to make improvements to a paper road and that any improvements could be restricted to ensure that they do not interfere with the rights to use the paper road\(^4\). Since the right-of-way area on the property is disputed, the Commission should not authorize the use of this area in any way. The location of the proposed home on Applicant’s site plan and survey indicates that they implicitly agree that the right-of-way cannot be constructed in.

V. Applicant Has Not Submitted A Complete Application To Determine Compliance With CAM Requirements.

The application does not have enough information for the Commission to properly review it. In its administrative capacity, the Commission is charged with determining whether or not an application conforms with its regulations\(^5\). The Commission and its reporting departments and staff cannot make that determination with the information provided. Applicant has not provided information on what mechanical units will be located on the rear platform, confirmation that the sewer can be reconnected, and providing a coastal buffer planting plan as required by BZR Section 6-111(D). The Commission cannot approve the application without this information.

VI. Applicant Has Not Substantially Changed Their Application Materials From What Was Previously Proposed In 2018 As Part Of Application PLPZ 2018 00595.

Applicant has not made any material changes to the project since its submission of PLPZ 2018 00595. Connecticut’s zoning statutes are littered with time requirements that an applicant must wait prior to returning to a municipal commission or agency with a project for the same property. The statutes formalize a public policy to prevent applicants from asking for de novo reviews on proposals where outstanding issues from previous applications have not been addressed. While Applicant is not time barred from submitting this application, they have not addressed outstanding issues raised under PLPZ 2018 00595 and this opposition letter. Applicant should be expected to explain why the Commission should hear this application when it was not qualified for approval in 2018.


\(^5\) Kosinski v. Lawlor, 177 Conn. 420, 427 (1979).
Please let us know if there are any other issues that you would like us to address. Thank you for your assistance.

Very Truly Yours,

[Signature]

John J. Heagney

Enclosures
Copy to:

Rocco V. D’Andrea, Inc. - Applicant
EXHIBIT A

Date: January 17, 2019

Re: PLPZ 2018 00595

Private Road Status of ROW at 17 Bryon Road

Summary

• A Site plan application was filed on December 21, 2018 for 17 Bryon Road (PLPZ 2018 00595).

• The Site Plan does not comply with town FAR restrictions.
  o The Application proposes a 4455 square foot home based on a claim of a 14,430 square foot lot.
  o The building lot at 17 Bryon Road is only 0.1592 acres or 6935 square feet.
  o Approximately 6,410 square feet of the claimed 14,430 square feet is a private road, Shore Acre Drive, as established in Town records and the deeds of more than 50 neighborhood families.
  o The Town has never included this Shore Acre Drive Right of Way (ROW) in the tax parcel (06-1347/S) for 17 Bryon Road because it is a private road over which the more than 50 neighbors have deeded rights.
  o Per Zoning Regulation 6-5(a)(23), the FAR must be based on the recorded 0.1592 acres.

• The Site plan does not comply with town setback requirements.
  o The deeded ROW, Shore Acre Drive, abuts 17 Bryon Road.
Because the deeded ROW is a private road, corner lot setbacks are required.
Background on Private Road status of the ROW abutting 17 Bryon

- The Shore Acres subdivision and associated roads were created November 17, 1922 with the recording of Map 845, "Map of Shore Acres Inc." by the Town Clerk.

- On September 29, 1923, Map 906 was recorded, showing the same road layout as Map 845. Ridabock Road (now Shore Acre Dr.) on Map 906 runs to Greenwich Cove and abuts Lot 29, the site of the current Application. Exhibit A.

- On March 13, 1924, the developer (E.B. Lockwood) and the property owners on Ridabock Road agreed to change the name to Shore Acre Drive (sometimes also referred to as "Shore Acres Drive"). (GLR 209/306).
  
  o The indenture specified that the only purpose of the instrument was to change the name of the street and that the property owners and their heirs were to enjoy the same rights and privileges over the street.

- On November 25, 1924, the developer transferred a portion of Shore Acre Drive to the town for highway purposes. The ROW from Bryon Road to Greenwich Cove and a
similar ROW over the end of Sunset Road were not transferred. (GLR 213/41). Exhibit B.

- From September 1925 to September 1932, the developer sold all of the remaining lots in the Shore Acres subdivision. All of the deeds refer to Map 906, showing the private road and contain express rights to the ROW ("the right to use, in common with others, the waters of Long Island Sound, in Greenwich Cove, on the shore of Shore Acres, from Shore Acre Drive to Meadow Road.") (See, e.g., GLR 242/362)

- On February 3, 1927, Map 1154 was recorded showing the private road Shore Acres Drive as a 50-foot ROW between building lots 28 (15 Bryon Road) and 29 (17 Bryon Road). Exhibit C.

- On July 21, 1934, the developer sold 17 Bryon to Margaret Dodson Clark. The deed (GLR 304/150) conveyed 3 distinct items of real property
  
  - the building lot designated as Lot 29 on Map 1154;
  - "all right, title, and interest of the grantor in and to the ten foot strip lying between said lot and the mean high water mark on Greenwich Cove"; and
  - "all right, title, and interest of the grantor in and to that portion of Shore Acres Drive lying westerly of Byron [sic] Road as shown on said map [1154] between lots 28 and 29 as shown on said map, subject to such rights as may exist therein."

- The 1934 deed did not, and could not, discontinue the ROW as a private road for those neighbors whose earlier deeds included the ROW.

- The current deed (GLR 7286/116) for 17 Bryon Road also recognizes the ROW as Shore
Acre(s) Drive. The deed conveys the sellers’ “right, title, and interest in and to that portion of Shore Acres Drive lying westerly of Byron Road, formerly known as Byron Road, between Lots 28 and 29 as shown on said map [1154].” (emphasis supplied)

- Further, the deed provides that the premises are "conveyed subject to: ...
- "9. Rights of others to pass and re-pass over and upon Shore Acres Drive and the ten foot strip as shown on said map 1154 for access to Greenwich Cove." (emphasis supplied) Exhibit D.

**Additional Support for Private Road ROW Status**

- **Parcel location description and tax status**
  - The current status of the ROW as a private road named Shore Acre Drive is confirmed by the property description in the Town tax cards (from 1934 - current) for 17 Byron Road, which refer to the parcel as being bounded on the north by “Shore Acre Drive”.
  - Since the formation of the subdivision in 1922 and following the 1934 sale of what is now 17 Byron Road, the private road ROW portion of the premises has never been taxed.
The current tax card for 17 Byron Road (06-1347/S) specifies the legal acreage as 0.1592 acres in size, which corresponds to building Lot 29 on Map 1154 and does not include any other area on the survey submitted for Site Plan approval. Exhibit E.

In addition, the 50 feet of water frontage that makes up the western/shoreline boundary of the ROW is not included in the lineal waterfront that is subject to additional Town taxes. The property at 17 Byron is taxed only on the 64 feet of waterfront that constitutes the western boundary of Lot 29, rather than the 117 feet that is shown on the survey submitted with the Site Plan Application.

The exclusion of the ROW from taxes confirms the recognition by the Town of its continuing status as a private road.

Grand List: The 2015 Town Grand List lists all land parcels by street address, with notations of intersecting streets. For the West side of Byron Road the Grand List states that "Shore Acre Drive Intersects" between the waterfront parcels on the north and south sides of the 50-foot ROW (15 Byron and 17 Byron), just as originally laid out on Maps 906 and 1154.
• Other Maps and Surveys
  - The P&Z Coastal Zone map shows the Shore Acre Drive ROW extending to the water between 15 Bryon Road and 17 Bryon Road. Exhibit F.
  - Map 8262 for 15 Bryon Road was recorded with the Town on September 18, 2007 showing the 50-foot ROW labeled Shore Acres Drive. The survey was prepared by the same survey firm that has prepared the current application for 17 Bryon Road. Exhibit G.
  - The 2004 survey for 27 Sunset CAM shows Sunset ROW as a “private portion of Sunset Road.”
  - Map 6622 for 27 Sunset recorded in 1990 shows both Sunset Road and Shore Acre Drive extending to Greenwich Cove.

• Use of ROW as a private road
  - The center portion of the ROW abutting 17 Bryon has been improved with a level gravel roadway for decades and has been used regularly by vehicles to bring boats to and from the water.
  - Exhibit H shows the roadway circa 1965, with a vehicle parked on one side and boats and trailers parked on the other side.
  - Exhibit I shows the roadway in 1990 from the CT state aerial survey for that year.
Exhibit J shows the roadway in 1997 from the Town aerial survey.

Aerial images of the roadway in 2003, 2008, 2013, and 2016 in the Town GIS office all document the existence of this gravel roadway during the entire period.

Exhibit K shows a recent example of a neighborhood vehicle on the ROW and how the poles at the Bryon Road end can be removed to permit vehicle access.

**CT LAW on Road Discontinuance**

- CT statutes establish the procedure for discontinuance of roads, either public or private. (CT GS 13a-49)

- Discontinuance starts with selectmen and requires majority vote approval at a Representative Town Meeting.

- There is no record of discontinuance.
  - A Municipal Improvements (MI) log is maintained in a binder in the Planning & Zoning office.
  - It includes actions recording discontinuances of private roads. The earliest entry for any action is 1950.
  - There is no mention of any discontinuance for Shore Acre(s) Drive

**Background on 15 Bryon Road 2008 ZEO Opinion Letter**

- In 2009, 15 Bryon Road applied for a coastal site plan

- In December 2008, Zoning Enforcement Officer Jim Maloney signed a letter written by the 15 Bryon’s lawyer, Melissa Klauber, relating to required setbacks for the new house. The letter incorrectly stated that the ROW was not used as a road, that a single neighbor alone had rights to the ROW, and that vehicle access was blocked.

- As documented above, the ROW has been surfaced for use by vehicles for decades and has been used regularly by vehicles. Vehicle access has not been blocked -- the two poles at the Bryon Road end of the ROW are removable, not fixed. See Exhibits H-K.

- Unaware of these facts, Mr. Maloney signed a statement in the letter that he would not require corner lot setbacks for the project.

- Subsequently, in 2009 the P&Z approved a site plan that did not provide corner lot setbacks. (See P&Z case #3871)

- The ZEO decision on what setbacks to apply was based on misrepresentations and was erroneous. 17 Bryon Road is clearly a corner lot and those setback requirements should be applied.
EXHIBIT D

WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT Trevor Nightingale and Francine R. Nightingale both of 17 Bryon Road, Old Greenwich, CT 06870, for consideration of ONE MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND & 00/100 DOLLARS ($1,855,000.00), grant to Nicole Malladot Areson and David Cristy Areson both of 14 Hendrie Avenue, Riverside, CT 06878 AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, with WARRANTY COVENANTS, all that certain real property known as 17 Bryon Road, Greenwich, CT 06870, being more particularly as:

All that certain tract, piece or parcel of land, with any buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, known as Lot No. 29 on a certain map entitled, "Revised Map of the 2nd Portion of Shore Acres, Greenwich, Sound Beach, Conn., E. Benj. Lockwood," made by S.E. Minor & Co. Civil Engineers, Greenwich, Conn. Jan. 31, 1927, on file in the Office of the Town Clerk of said Town of Greenwich, reference thereto being had for a more particular description of said premises, said map being numbered 1154, and bounded and described as follows:

COMMENCING at a point on the Westerly side of Bryon Road, formerly known as Byron Road, formed by the intersection of the division line between the premises herein described and land now or formerly of Hans L. Farman shown as Lot No. 30 on the above entitled map and running thence along land now or formerly of said Farman South 89 degrees 10' West 95.36 feet to a right of way 10 feet in width, thence along said right of way North 7 degrees 58' West 64.0 feet to the Southerly side of a 50-foot strip of land formerly known as Shore Ares Drive, formerly known as Ridabock Road, thence along the Southerly side of said 50-foot strip of land North 85 degrees 48' East 112.40 feet to the Westerly side of said Bryon Road, formerly known as Byron Road, thence along the Westerly side of said road South 6 degrees 24' West 70.67 feet to the point or place of beginning.

Said premises are bounded Northerly by a 50-foot strip of land formerly known as Shore Acres Drive, Easterly by Bryon Road, formerly known as Byron Road, Southerly by Lot No. 30 as shown on the above entitled map, being land now or formerly of Hans. L. Farman and Westerly by a right of way 10 feet in width.

Together with all right, title and interest in and to the 10-foot strip lying between said lot and the mean high water mark on Greenwich Cove as shown on said map.

Together with all right, title and interest in and to that portion of Shore Acres Drive lying westerly of Bryon Road, formerly known as Byron Road, between Lots 28 and 29 as shown on said map.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.


6. Restrictive covenants and agreements contained in Warrantee Deed from E. Benjamin Lockwood to Margaret Dodson Clark dated July 21, 1934 and recorded in the Greenwich Land Records in Book 304 at Page 150.


9. Rights of others to pass and re-pass over and upon Shore Acres Drive and the ten foot strip as shown on said map 1154 for access to Greenwich Cove.

10. Right, title and interest of others in and to any portion of the premises lying below any now or former mean high water line of Greenwich Full.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 22 day of August, 2017.

Trevor Nightingale, Grantor

Francine R. Nightingale, Grantor

Signed, sealed and delivered in the presence of or attested by:

Witness:

Witness:

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Personally appeared Trevor Nightingale and Francine R. Nightingale, signers and sealers of the foregoing instrument, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained in the capacity therein stated, before me, on this 22 day of August, 2017.

Notary Public/Commissioner of the Superior Court

Tom S. Ward, Jr.
Commissioner of the Superior Court

RECEIVED FOR RECORD
Aug 24, 2017 03:07:36P
CARMELLA C. BUDKINS
TOWN CLERK
GREENWICH, CT
Ms. Margarita T. Alban  
Chairperson  
Planning and Zoning Commission  
Town of Greenwich,  
Greenwich, Connecticut

By email to Katie.DeLuca@greenwichct.org and jacalyn.pruitt@greenwichct.org

Re: Application PLPZ 2021 00454 – 17 Bryon Road

Dear Ms. Alban:

We write to request the Planning and Zoning Commission to deny Coastal Site Plan Application for a proposed house at 17 Bryon Road. We are property owners in the Shore Acres neighborhood where 17 Bryon Road is located.

We agree with and support the statements and conclusions made in the December 1, 2021 letter submitted by John Heagney on behalf of the property owners at 12 and 14 Bryon Road.

We wish to provide additional comments on the two key questions before the Commission:

1. Was a right-of-way for a private road created that covers the 50-foot-wide parcel of land abutting lot 29 as shown on Maps 845, 906, and 1145? (This is the parcel the applicants wish to include in calculating the allowable floor area for their proposed house.)

2. Was the above private road right-of-way ever abandoned or discontinued or does it exist today?

In our submissions to the Commission on the 2018 application for 17 Bryon Road (PLPZ 2018 00595) we demonstrated that a private road right-of-way was created by the developer E.B. Lockwood almost 100 years ago in 1922. Second, we demonstrated that this private road right-of-way has never been abandoned, discontinued or otherwise eliminated and it exists to this day. We will submit materials from that proceeding as appropriate for the consideration of the Commission.

In this submission, we address certain claims made by attorneys for the applicants in a submission dated December 1, 2021 (“Walko memo”). Because of the short time available to us to review and respond to the December 1 submission, we may supplement our responses.
I. The Shore Acres Developer Created Private Road Rights-of-Way in 1922, including the 50-foot-wide right-of-way at 17 Bryon Road.

The applicants concede that Map 845, filed in 1922, creating the Shore Acres neighborhood contained several roads, including a road that covers the 50-foot wide area of land on the north side of what is now 17 Bryon Road. Walko memo at 6. The road traversing what is now 17 Bryon Road was originally named Ridabock Road and is now named Shore Acre Drive.

The applicants further concede that the road in question was included in Map 906, filed in 1923, and in Map 1154, filed in 1927. Map 1154 is particularly pertinent to this application because it focuses on the waterfront portion of the neighborhood and shows Shore Acres Drive extending to Greenwich Cove from Bryon Road between the building lots now comprising 17 Bryon Road and 15 Bryon Road. Attachment 1 to this letter.

Map 1154 is also significant because it followed the transfer of other roads shown in the Shore Acres neighborhood in 1924. As such it stands as evidence that the developer Lockwood continued to recognize the status of the part of Shore Acre Drive running from Bryon Road to Greenwich Cove as a private road following his earlier transfer of other roads to the Town.

Finally, Map 1154 followed the adoption of the first Town Zoning regulations in 1926, which established floor area and setbacks for residences and other buildings, based on lot size and abutting roads. Map 1154 confirmed the continuing existence of Shore Acre Drive as a road in 1927 and determined the size and setbacks permitted for the first house built on lot 29 (now 17 Bryon Road) in 1934.

Accordingly, a private road with a 50-foot right-of-way, running from Bryon Road to Greenwich Cove, existed on what is now the northern portion of 17 Bryon Road, starting in 1922.

II. Lockwood did not abandon or discontinue the right-of-way as a private road, nor did he have the power to do so.

a. The 1924 transfer of portions of roads to the Town.

Lockwood excluded the portion of Shore Acre Drive lying between Bryon Road and the Cove from his 1924 transfer of other subdivision roads to the Town. The applicants argue that this exclusion indicates an intent by Lockwood to eliminate the water end of Shore Acre Drive as a private road. Walko memo at 10. Nothing in the 1924 deed of transfer or any other document suggests any such intent. The 1924 deed transferred a “portion of Shore Acres Drive” to the Town. Walko memo at 9. Common usage dictates that the use
of the word “portion” means a part of a larger whole. If I give you a “portion” of my sandwich I have not somehow converted what I have retained into a non-sandwich.

Map 1154, filed by Lockwood in 1927, three years after the 1924 transfer of the portion to the Town, clearly refutes any claim he intended to eliminate as roads the portions he retained in the 1924 transfer. In Map 1154 Lockwood expressly confirmed the status of the non-transferred portion as a road named “Shore Acres Drive.”

b. The 1925 Marketing Brochure

Map 1154 also refutes the claim that Lockwood’s 1925 marketing brochure indicated an intent to abandon the private roads. Walko memo at 10. Lockwood’s claim that “all streets are owned by the Town of Greenwich” is nothing more than advertising puffery, like his claim in the same brochure that every plot in the subdivision is a “beach front plot,” something that is obviously not true. The map he included in the brochure shows the roadways extending all the way to the Cove, again eliminating any inference that he had abandoned the water ends of those roadways as roads. Walko memo Exhibit 7.

c. The 1934 sale to Clark

The applicants next claim that the sale of lot 29 to Clark in 1934 along with a transfer of his rights to Shore Acre Drive and the 10-foot waterfront strip should be seen as evidence of Lockwood’s intent to abandon its status as a road. Walko memo at 11. This claim is refuted by the words of the 1934 deed itself. The deed sells property as set forth on Map 1154 (“Revised Map of the 2d Portion of Shore Acres…”), which as discussed above confirmed the existence of the private road portion of Shore Acres Drive. Lockwood sold Lot 29 to Clark together with his “right, title and interest” “in and to that portion of Shore Acres Drive lying Westerly of Byron (sic) Road.” (emphasis added). Walko memo Exhibit 3-B. This language indisputably described the parcel as a road.

The parcel in question was a private road when Lockwood held title to it (from 1922 to 1934) and it remained a private road after title was transferred to Clark in 1934. Its status as a private road is independent of which citizen holds title to it. Any implication that simply transferring an interest in a road is sufficient to abandon the road is ludicrous. Note that the deed to Clark also transfers Lockwood’s “right, title and interest … in and to the highway Byron (sic) Road,” a public road at the time. Lockwood could no more eliminate the private road status of Shore Acres Drive in this deed than he could eliminate the public road status of Byron/Bryon Road.

Other documents demonstrate that the private road Shore Acre(s) Drive continued to be recorded in Town records following the sale of 17 Bryon in 1934. As required by the Town Zoning regulations, the new owner of 17 Bryon Road submitted a plot plan for the home they proposed to build at 17 Bryon Road. That plot plan correctly identified the land on the north side of lot 29 as “Shore Acre Drive” and the building was set back from the Shore Acre Drive private road in compliance with the existing zoning requirements.
Attachment 2 to this letter. (That conforming 1934 house (now demolished) is the only house ever built at that location.)

Second, the Town property records from 1935 on, described the location of the property as the intersection of Bryon Road and Shore Acre Drive and showed Lot 29 to be bounded by Shore Acre Drive. Attachment 3 to this letter.

Third, the Town Grand Lists from 1935 on, show Shore Acre Drive as continuing across Bryon Road west to Greenwich Cove. For example, the 1935 Grand List shows two parcels on each side of Shore Acre Drive west of the intersection with Bryon Road (Lot 29 and the 10-foot strip on the South Side of Shore Acre Drive and lot 28 and the 10-foot strip on the North Side of Shore Acre Drive. Attachment 4 to this letter.

Fourth, the applicant’s own surveyor in 2007 correctly identifies the northern part of 17 Bryon as “Shore Acre Drive” in his survey for 15 Bryon Road. Attachment 5 to this letter.

These documents and others all demonstrate that there is no evidence of any abandonment or discontinuance of the private road between its creation in 1922 and 2007. This period extends well past the enactment of Conn. Gen. Stat. § 13a-49 in 1963, which establishes procedures for discontinuance of private roads. As established in the memorandum attached to Attorney John Heagney’s opposition filed December 1, 2021, no such discontinuance procedure has occurred since 2007.

d. The Applicants have failed to demonstrate that a right-of-way for a private road no longer exists at 17 Bryon Road

Section 6-5(a)(23) prohibits inclusion of land “which a right-of-way for a private road exists.” We have demonstrated the existence of such a right-of-way and the burden is on the applicant to provide evidence that it no longer exists. The records we cite above show that no abandonment has occurred. Moreover, ascribing an intent to Lockwood to abandon the road is not credible because Lockwood did not have legal authority to abandon the private road.

In the 1934 sale of the property at 17 Bryon Road, Lockwood could only transfer what was lawfully his to sell and he did not have the right to eliminate the private road status of Shore Acres Drive because he had sold the right to use that land as a private road in the deeds he had executed prior to 1934. As documented in our 2018 submissions, all non-waterfront lots had been sold prior to 1934 and all were granted the right to use the roads laid out on Maps 845 and 906, including the portions between Bryon Road and Greenwich Cove.

As the applicants’ lawyer points out, in determining what rights are conveyed in a deed, the grantee must consider other relevant documents including “other deeds.” Walko memo at 9. The most relevant other deed on the question of whether Lockwood granted
lot purchasers a right-of-way over all the roads shown on Maps 845 and 906 is the very first deed of sale for a non-waterfront property, for what is now 1 Keofferam Road (lots 4 and 5 on Map 845), recorded March 14, 1923. GLR 197/274. **Attachment 6 to this letter.** (While the Walko memo includes copies of numerous deeds, this deed was not included.)

The 1923 deed unequivocally demonstrates that Lockwood’s intent to provide all purchasers of lots shown on the maps for the neighborhood with a right to the roads and streets shown on the maps.

The 1923 deed states in relevant part—
“Together with an easement, right, and privilege in, over and upon the streets, roads, beach, waters of Greenwich Cove and plots reserved for the benefit of lot owners, all as shown on said map, [Map 845, “Shore Acres, Inc. at Sound Beach, Greenwich Conn.” November 8, 1922] in common with the Grantor and such others to whom a similar right has been or may hereafter be conveyed.” **Attachment 6 to this letter.**

Thus, it is clear that Lockwood conveyed a legal property right to all neighborhood lot purchasers to a right-of-way over all the streets and roads shown on maps 845 and 906. Having conveyed these rights prior to 1934, Lockwood had no legal right to abandon one of those roads, namely the private portion of Shore Acres Drive between Bryon Road and Greenwich Cove. All Lockwood could lawfully do was transfer his title to that road, not abandon it or otherwise restrict its use as a road by neighborhood lot owners.

By reciting the evidence that Lockwood granted rights to the private road we are not calling on the Commission to decide a private property right dispute. We have demonstrated that Lockwood created a private right-of-way at what is now the applicant’s property in 1922. To approve the current application, the Commission must conclude that the right-of-way for a private road no longer exists. The applicant has submitted no evidence to support such a finding. It relies on assumptions and inferences it claims can be drawn from documents, nearly all of which are deeds for land in the Shore Acres neighborhood. We refer to those documents to show they do not support the applicant’s claim of an intention to abandon the right-of-way. To the contrary, the documents show on their face a recognition of the continued existence of the private road by Lockwood, by the 1934 purchaser of 17 Bryon, and by Town records. To reject this application, the Commission need not attempt to resolve any private property dispute. All it need do is find the applicant has not met its burden of proving that the private road was ever abandoned or discontinued.

**III. The Zoning Enforcement Officer in Signing a Letter Prepared by Counsel for an Applicant Did Not Find that the Parcel at 17 Bryon Was Not a Road, nor Could He Lawfully Do So.**

In 2008, Zoning Enforcement Officer Maloney signed a letter relating to setbacks to be applied to a building to be located at 15 Bryon Road, owned by the Iannaccone family.
The Iannaccone lot abutted on the private portion of Shore Acre Drive as shown by the 2007 survey for 15 Bryon. See Attachment 6 above.

The 2008 letter was prepared by Attorney Melissa Klauberg. She requested that Mr. Maloney confirm that a few weeks earlier he had told Ms. Klauberg “that the normal setbacks will apply to the Iannacone lot, not the setbacks pertaining to a corner lot.” Walko memo, Exhibit 4.

Ms. Klauberg’s letter claimed that the 50’ strip of land adjoining the Iannaccone was “not used as a road.” She included one alleged fact in her letter to support this claim: namely, that "access to the dock is restricted by posts which narrow the accessway to a width not fit for automobiles." That alleged fact was false. As the applicant’s current survey now admits, the posts were and are removable so they did not and do not restrict access by automobiles. Ms. Klauberg’s letter did not ask Mr. Maloney to opine on her claim that the area was “not used as a road,” nor did Mr. Maloney do so in signing the letter.

The applicant submits an affidavit from Diane Fox, in which she asserts that the letter Mr. Maloney signed “indicated that he found that the 50’ Strip was NOT a road.” (italics added) Fox Aff. Para. 7 As we show above, nothing in the 2008 states that Mr. Maloney found the 50’ Strip to not be a road.

Moreover, even if one assumes for the sake of argument that Mr. Maloney decided not to treat the 50’ Strip as a road for applying a setback requirement to the neighboring property, that would have no bearing on the question before the Commission in this application, which is whether a right-of-way for a private road exists. The Floor Area Ratio (FAR) provision in Section 6-5(a)(23) does not state that a parcel must be “used as a road” for the mandatory exclusion to apply. Rather, the regulation requires exclusion if a “right-of-way for a private road exists” for the area in question. Thus, the facts presented to Mr. Maloney in Ms. Klauberg’s 2008 letter, even if true (which they weren’t) would not support a conclusion that the area could be counted for FAR calculation purposes under Section 6-5(a)(23)

Finally, if Mr. Maloney’s signature on the 2008 letter were interpreted as a decision that the right-of-way for a private road at 17 Bryon no longer existed, it would be wholly unlawful because none of the procedures required by Conn. Gen. Stat. § 13a-49 in 1963 were followed.

Accordingly, Mr. Maloney’s signature on the 2008 letter was not and could not lawfully be, a decision that the right-of-way for a private road at 17 Bryon had been abandoned or discontinued.
IV. Mr. Nightingale’s Affidavit Provides no Basis to Conclude that a Right-of-Way for a Private Road at 17 Bryon Does not Exist.

The affidavit from the former owner of 17 Bryon, Mr. Trevor Nightingale, submitted by the applicant contains nothing relevant to the question whether a right-of-way for a private road exists. It recites that the Nightingales held title to the land subject to the right-of-way. No one disputes that fact. No one disputes that the developer Lockwood held title to it until 1934 or that the Aresons hold title to it now.

By definition a “right-of-way” is a right to use land owned by another, in a designated manner. Lockwood granted that right-of-way for a private road to lot purchasers when he held title to the land subject to the right-of-way. That right-of-way has never been extinguished and the land it applies to cannot be considered in the applicant’s FAR calculation.

Sincerely,

David Hawkins
21 Shore Acre Drive
For myself and associated Shore Acres neighborhood property owners

cc: Ms. Katie De Luca
Ms. Jacalyn Pruitt
Attachments 1 to 5 to Hawkins Objection letter of December 2, 2021 re 17 Bryon CAM Application
ATTACHMENT 1
ATTACHMENT 2
ATTACHMENT 3
<table>
<thead>
<tr>
<th>Avenue</th>
<th>Shore Acres Drive (Shore Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot No.</td>
<td>29 &amp; 1, 1 strip</td>
</tr>
<tr>
<td>Map No.</td>
<td>92</td>
</tr>
<tr>
<td>Card No.</td>
<td>4</td>
</tr>
</tbody>
</table>

**1934 Tax card for 17 Bryon**

<table>
<thead>
<tr>
<th>Avenue</th>
<th>Shore Acres Drive (Shore Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot No.</td>
<td>30</td>
</tr>
<tr>
<td>Ln.</td>
<td>Lot Strip(SELF)</td>
</tr>
</tbody>
</table>

**Land Value:**

- 1000 feet 
- 27920.
ATTACHMENT 4
1935 Town Grand List

lot 28, 15 Bryon

lot 29, 17 Bryon
ATTACHMENT 5
STATE OF FLORIDA
COUNTY OF DANE

I, BEN SHEPARD, Clerk of the Circuit Court of the 11th Judicial Circuit of Florida, in and for said County, the same being a Court of record, having a seal, do hereby certify that John L. Grice by whom the foregoing acknowledgment was taken, and whose name is subscribed hereto, was, at the time of taking the same AOTARY PUBLIC, residing in said county, duly commissioned, and sworn, and authorized by the laws of said State to take the proof or acknowledgment of deeds and other instruments in writing (to be recorded herein) and to administer oaths or affirmations in said county; and that I am well acquainted with his handwriting, and verily believe that the signature of the foregoing certificate is his genuine signature.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, which is the seal of said Court, at Madison, Wisconsin, this 12 day of January A.D. 1902.

(Seal)

Ben Shepard, Clerk Circuit Court
By Geo. L. Helby, Deputy Clerk.

STATE OF CONNECTICUT
COUNTY OF HARTFORD

Personally appeared ARTHUR J. HUNDRICK, signor and center of the foregoing instrument and acknowledged the same to be his free act and deed before me.

(Seal)

Maud M. Mariner, Notary Public.

Received for record Mr. 14, 1922 at 5:00 P.M. and recorded by-

Town Clerk.

TO ALL PEOPLE INSPECTING THE FOREGOING:

IN WITNESS WHEREOF, that PHINEAS AGNEW, INC., a corporation organized and existing under the laws of the State of Connecticut, located at Sound Beach in the Town of Greenwich in said State, acting herein by J. Benjamin Lockwood, its Treasurer hereunto duly authorized, for the consideration of the sum of DOLLARS AND OTHER VALUE, received to its full satisfaction of MARY A. SANGER, wife of August E. Sanger, of said Greenwich, for GIVE, GRATUITY, BALANCE, FUEL, AND FORFEIT unto the said MARY A. SANGER all that certain lot of land situated in said Greenwich at Sound Beach, laid down and designated as Lot numbered four (4) on a certain map entitled "Shore Acres, Inc. at Sound Beach, Greenwich, Conn." surveyed by Seltz and Swenson, November 8, 1922, which said map is on file in the Town Clerk's office in said Greenwich, bounded northerly by Lot numbered five (5) as shown on said map, westerly by Sound Beach Avenue, southerly by Kefferam Road and westerly by Lot numbered three (3) as shown on said map,

Also all that certain lot of land situated at said Sound Beach laid down and designated as Lot numbered five (5) on said map, bounded northerly by Lot numbered six (6) as shown on said map, westerly by Sound Beach Avenue, southerly by Lot numbered four (4) as shown on said map and easterly by Lot numbered three (3) as shown on said map.

Together with all right, title and interest in and to Sound Beach Avenue and Kefferam Road adjoining said Lots numbered four (4) and five (5) to the center lines thereof.

Together with an easement, right, and privilege in, over and upon the streets, roads, beach, waters of Greenwich Cove and plots reserved for the benefit of lot owners, all as shown on said map, in common with the Grantee and such others to
BOOK 197. MISCELLANEOUS

whom a similar right has been or may hereafter be conveyed.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto her the said Grantee, her heirs and assigns forever, to her and their own proper use and behoof. And also, it the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee, her heirs and assigns, that at and until the enacting of these presents, it is well seisin of the premises, as a good indefeasible estate in fee simple and has good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all encumbrances whatsoever, except restrictive covenants set forth in two deeds to E. Benjamin Lockwood recorded in Book 182, pages 134 and 134, Greenwich Land Records.

AND FURTHER, it, the said Grantor, does by these presents bind itself and its successors forever to WARRANT AND DEFEND the above granted and bargained premises to her the said Grantee, her heirs and assigns, for a period of twenty (20) years from December 1st, 1922 as follows:

1. Said Lot numbered four (4) is to be used for strictly private residential purposes only and for no business purpose whatsoever.

2. No building shall be built or maintained on said premises except a one family dwelling house, the first cost of which shall not be less than Eighty Five Hundred (8500) Dollars.

3. No other buildings shall be erected on said Lot numbered four (4) except a private garage, the first cost of which shall not be less than Four Hundred (400) Dollars, which said garage shall not be erected nearer than ten (10) feet to Lot numbered three (3) as shown on said map and not nearer than thirty (30) feet to Kefferman Road and not nearer than ninety (90) feet to Sound Beach Avenue.

Nothing herein contained shall prevent the erection and maintenance of a garage as appurtenant to said dwelling house provided the same is physically a part of such dwelling house.

4. No dwelling house, of a type known as summer bungalow or of only one story in height shall be built or maintained on said premises.

5. No hedge or fence shall be maintained or built over four (4) feet in height on any boundary line.

6. No dirt, soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever except as necessary in the building and erection of the buildings on said premises.

The Grantor, for itself, its successors and assigns, agrees that in all future contracts, deeds, mortgages or other instruments of conveyance affecting lots numbered one (1), two (2), and three (3) on said map, that restrictive covenants referring to Lot numbered four (4) herein, designated one (1), two (2), four (4), five (5) and six (6) shall be imposed therein and thereon and in addition as follows:

That no building either dwelling house or garage shall be built or maintained nearer than ten (10) feet to adjoining lots and no dwelling house erected on either of said Lots numbered one (1), two (2) and three (3), shall be built nearer than fifty (50) feet from Kefferman Road and that no garage erected on either of said lots shall be built nearer than ninety (90) feet to Kefferman Road. Such garage
however, if physically a part of such dwelling house shall not be considered a violation of this restriction.

As to Lot numbered five (5) hereinbefore described, this deed is delivered and accepted upon the following express covenants and restrictions which are to run with the land and be binding upon the Grantee, her heirs and assigns, for a period of twenty (20) years from December 1st, 1922 as follows:

1. Said Lot numbered five (5) is to be used for strictly private residential purposes only and for no business purpose whatsoever.

2. No building shall be built or maintained on said premises except a one family dwelling house, the first cost of which shall not be less than Eighty Five Hundred ($850) Dollars. Such dwelling house however, shall not be erected nearer than fifty (50) feet to Sound Beach Avenue and nearer than ten (10) feet to the Southern line of Lot numbered six (6).

3. No other buildings shall be erected on said Lot numbered five (5) except a private garage, the first cost of which shall not be less than four hundred (400) Dollars, which said garage shall not be erected nearer than ten (10) feet to the boundary lines of Lots numbered three (3) and six (6) as shown on said map and nearer than ninety (90) feet to Sound Beach Avenue.

Nothing herein however, shall prevent the erection and maintenance of a garage as appurtenant to said dwelling house provided the same is physically a part of such dwelling house.

4. No dwelling house, of a type known as summer bungalow or of only one story in height shall be built or maintained on said premises.

5. No hedge or fence shall be maintained or built over four (4) feet in height in any boundary line.

6. No dirt, soil or gravel shall be removed from said premises for the purpose of sale or for any purpose whatsoever, except as necessary in the building and erection of the buildings on said premises.

The Grantee for itself, its successors and assigns, agrees that in all future contracts, deeds, mortgages or other conveyances affecting Lots six (6), seven (7), eight (8) and nine (9) on said map, that the restrictive covenants referring to Lot numbered five (5) herein, designated one (1), two (2), four (4), five (5) and six (6) shall be imposed therein and thereon and in addition as follows:

That no building either dwelling house or garage, shall be built or maintained nearer than (10) feet to adjoining lots and no dwelling house erected in either of said Lots numbered six (6), seven (7), eight (8) and nine (9) shall be built nearer than fifty (50) feet from Sound Beach Avenue and that no garage erected on either of said Lots shall be built nearer than ninety (90) feet to Sound Beach Avenue. Such garage however, if physically a part of such dwelling house, shall not be considered a violation of this restriction.

IN WITNESS WHEREOF, SNICK ACRES, INC. by E. Benjamin Lockwood, its Treasurer as aforesaid, has hereunto set its corporate name and affixed its seal this 30th day of December, 1922.

Signed, sealed and delivered in presence of

James E. Brinckerhoff
Dorothy W. Wright

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
as Stamford, December 30th, 1922.

SNICK ACRES, INC.
By E. Benjamin Lockwood L.S.
Its Treasurer.
Personally appeared SHORE ACRES, INC. by R. Benjamin Lockwood, its Treasurer as aforesaid, 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 Shore Acres, Inc. before me.

James N. Brinckerhoff, Notary Public.

Received for record Mar. 14, 1923 at 5:01 P. M. and recorded by:

John McNamara, Town Clerk.

KNOW ALL MEN BY THESE PRESENTS: THAT I, ELLEA O. ALLEN of the City, County and State of New York for the consideration of payment of mortgage note received to my full satisfaction of JACOB H. COCK, of the Town of Greenwich, County of Fairfield and State of Connecticut, do by these presents release, release and forever quitclaim unto the said JACOB H. COCK all right, title, interest, claim and demand whatsoever which I the said RELEASEE have or ought to have in or to all that certain lot, piece or parcel of land with the buildings and improvements therein located at Sound Beach in said Greenwich, more particularly described as in a certain mortgage note by said JACOB H. COCK, to me, dated August 10th, 1921, and recorded in Volume No. 154, at page 190 in Greenwich Land Records, which see for a more particular description of said premises, this deed being given to release said premises from said mortgage, the same with the note and instrument secured thereby having been fully paid and satisfied.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said RELEASEE his heirs and assigns forever, so that neither I the said RELEASEE nor my heirs, nor any person under me or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I and they are by these Presents forever barred and excluded.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of March A. D. 1923.

Signed, sealed and delivered in presence of

Samuel Keeler

Fannie Silverman

ELLEA O. ALLEN [Seal].

STATE OF NEW YORK

CITY OF NEW YORK

COUNTY OF NEW YORK, as Borough of Manhattan, March 9th, A. D. 1923.

Personally appeared ELLEA O. ALLEN signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

Fannie Silverman, Commissioner of Deeds New York City, A. Y. Co. Clerk's

No. 95

State of New York

County of New York

City of New York, on:

No. 10922 Series A.

I, JAMES A. DOMINION, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county, do HEREBY CERTIFY that said Court is a Court of record having by law a seal; that Fannie Silverman whose name is subscribed to the certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a COMMISSIONER OF DEEDS in and for said city and county, duly commissioned and sworn, and qualified to act as such; that as such Commissioner of Deeds, he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to take affidavits and certify the acknowledgment and