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August 18, 2021

Joseph DePaul, Chairman
Zoning Board of Appeals
Town of New Fairfield
4 Brush Hill Road
New Fairfield, CT 06812

Re: Application #33-21:
95 Louise's Lane LLC, 7 Lake Drive North, New Fairfield, CT

Dear Chairman DePaul:

I represent Robin Edwards, the owner of property at 5 Lake Drive North, Candlewood Isle. Her property abuts the southern boundary of the property that is the subject of this variance application. The applicant seeks variances to Zoning Regulations Sections 3.2.5.A and B 3.2.6A (front setback to 24.5'), 3.2.6.B (side setback to 11.9'), 3.2.6.C (rear setback to 42.9'), 3.1.1.1,[1] 7.2.1.2A and B, and 7.2.3A, B and E (to construct a two-bedroom residence). The property (hereafter "Subject Property") is located on Assessor's Map 15, Block 1, Lot 8, and is in the R-44 residential district. The Subject Property consists of 0.185 acres, slopes steeply down to Candlewood Lake, and is less than one-fifth the size of the minimum one-acre lot size required for residential structures in the R-44 zone.

Ms. Edwards joins in the letters in opposition to the application submitted by Joan Archer-O'Connor, owner of 9-11 Lake Drive North abutting the Subject Property to the north, and other property owners on Candlewood Isle.

After summarizing the legal standards which the Zoning Board of Appeals (the "Board") must consider when deciding the application (see Part I below), this letter demonstrates that the application should be denied for several additional reasons. First, the application should be denied as incomplete due to the applicant's failure to provide any proof that the proposed construction activities have been approved by FirstLight Power or the New Fairfield Health Department (see Part II.A. below). Second, the

[1] New Fairfield's Zoning Regulations do not contain a section 3.1.1.1.

application should be denied due to its substantial adverse impact on the use, enjoyment and value of Ms. Edwards' abutting property at 5 Lake Drive North (see Part II.B below). Third, the application should be denied because the applicant has failed to prove that the Subject Property will have no economic value if the variance is not granted (see Part II.C below).

I. Legal Standards for Granting a Variance.

General Statutes § 8-6(a)(3) provides that a zoning board of appeals has the power "to determine and vary the application of the zoning bylaws, ordinances or regulations in harmony with their general purpose and intent and with due consideration for conserving public health, safety, convenience, welfare and property values solely with respect to a parcel of land where, owing to conditions especially affecting such parcel but not affecting generally the district in which it is situated, a literal enforcement of such bylaws, ordinances or regulations would result in exceptional difficulty or unusual hardship so that substantial justice will be done and the public safety and welfare secured ....

This statutory authority is also set forth in § 8.8 of the New Fairfield Zoning Regulations, which addresses the limits of the Zoning Board of Appeals' ("Board") power to grant variances. Specifically § 8.8.1.B.2 and 3 of the Regulations provide:

> The Board shall find that a literal enforcement of these Regulations would result in exceptional difficulty or unusual hardship of a non-financial nature, solely with respect to the parcel of land that is the subject of the application, owing to conditions especially affecting such parcel but not affecting generally the district in which it is situated.
>
> The Board shall only grant the minimum variance necessary to alleviate the exceptional difficulty or unusual hardship in harmony with the general purpose and intent of these Regulations, with due consideration for conserving the public health, safety, convenience, welfare and property values, so that substantial justice shall be done and the public safety and welfare secured.

The power to vary the zoning regulations as to a specific property "should be used sparingly for [t]he granting of a variance is no insignificant matter, as it runs with the land in perpetuity." Verillo v. Zoning Board of Appeals, 155 Conn. App. 657, 679 (2015). "As our Supreme Court has explained a variance constitutes authority extended to the owner to use his property in a manner forbidden by the zoning enactment." (Internal quotation marks omitted.) Id. at 657, 678. Thus "the granting of a variance must be reserved for unusual or exceptional circumstances ... An applicant for a variance must show that, because of some peculiar characteristic of his property, the strict application of the zoning regulation produces an unusual hardship, as opposed to the general impact which the regulation has on other properties in the zone." (Internal quotation marks omitted.) Id. at 678-79. "As a result, a zoning board may not exercise this authority unless two basic requirements are satisfied: (1) the variance must be shown not to affect substantially the comprehensive zoning plan, and (2) adherence to the strict letter of the zoning ordinance

must be shown to cause unusual hardship unnecessary to the carrying out of the general purpose of the zoning plan." Amendola v. Zoning Board of Appeals, 161 Conn. App. 726,737-38 (2015). A variance is not a tool of convenience but one of necessity.

"In order to satisfy the criteria of hardship, proof of exceptional difficulty or unusual hardship is absolutely necessary as a condition precedent to the granting of a zoning variance." Bloom v. Zoning Board of Appeals, 233 Conn. 198 (1995). General Statute 8-6 "clearly directs the board to consider only conditions, difficulty or unusual hardship peculiar to the parcel of land which is the subject of the application for a variance." Plumb v. Board of Zoning Appeals, 141 Conn. 595 (1954). In other words, the strict application of the zoning regulation produces an unusual hardship, as opposed to the general impact which the same regulation has on other properties in the zone. Verrillo, 155 Conn. App. at 678-79. The applicant for the variance has the burden of proving hardship and "must establish both the existence of a 'sufficient hardship' and that the claimed hardship is ... unique ...." (Internal quotation marks omitted.) Amendola v. Zoning Board of Appeals, supra, 161 Conn. App. at 739.

> Financial hardship is not a proper ground for granting a variance.
>
> A mere decrease in property value or other financial loss ... will not ordinarily constitute a hardship sufficient to mandate the issuance of a variance....; see also Miclon v. Zoning Board of Appeals, 173 Conn. 420 (1977) (no hardship although applicant's property was not being used at its maximum financial potential); Laurel Beach Assn. v. Zoning Board of Appeals, 166 Conn. 385 (1974) (proof of financial loss is not proof of legal hardship); Garibaldi v. Zoning Board of Appeals, 163 Conn. 235 (1972) (neither financial loss nor inability to reap financial gain necessarily constitutes a hardship); see, e.g., Berlani v. Zoning Board of Appeals, 160 Conn. 166 (1970) (no hardship although applicant's business would suffer due to inability to use modern methods); Shell Oil Co. v. Zoning Board of Appeals, 156 Conn. 66 (1968) (no hardship although applicant could not add an additional service bay at his gasoline station).
>
> The financial impact must be such that the board could reasonably find that the application of the regulations to the property greatly decreases or practically destroys its value for any of the uses to which it could reasonably be put and where the regulations, as applied, bear so little relationship to the purposes of zoning that, as to particular premises, the regulations have a confiscatory or arbitrary effect. Grillo v. Zoning Board of Appeals, [206 Conn. 362 (1988)].

Pike v. Zoning Board of Appeals, 31 Conn. App. 270, 274-75 (1993) (internal quotation marks omitted).

II.A. The Application should be denied for lack of critical information.

As shown on the applicant's June 8, 2021 Property Survey submitted with the Application (the "Survey"), the proposed well is below the 440' contour line. FirstLight

has a flowage easement below the 440' line which gives it the right to prohibit any fill or structure that would decrease the area of flowage. The Survey is a revision to a prior survey which would have placed the septic system below the 440' line. Attached to this letter is a February 19, 2021 letter from FirstLight to the applicant (copy attached at Tab A). In that letter FirstLight stated that the placement of fill for any part of a septic system would constitute a disturbance to FirstLight's rights, and refused to authorize the activity.

I have contacted Attorney Marianne Dubuque, counsel to FirstLight, regarding the current Survey that now proposes to locate the well beneath the 440' line. Attorney Dubuque advises me that FirstLight cannot reveal whether it has received any application to authorize the activities shown on the Survey, and could not comment on whether placement of the well below the 440' line and adjacent to the water line would constitute a prohibited disturbance to FirstLight's rights.

The Applicant has submitted no proof to the Board that it has applied to FirstLight for approval of the activities shown on the Survey. Thus it is unknown at this juncture whether FirstLight would approve the well at its proposed location. Moreover, I am advised by Health Director Tim Simpkins that if FirstLight disapproves the activities shown on the Survey, he will not issue a permit for the well at this location.

In other words, this application is premature and insufficient because it is predicated on favorable actions by Firstlight and Tim Simpkins that have not yet occurred and are by no means certain. The application therefore should be denied without prejudice for lack of critical information as to whether this proposed residence will ever be built. Moreover, because Candlewood Lake is an important recreational resource for the Town, without FirstLight's input the Board is unable to determine the effect of the activity below the 440' line on the public welfare.

II.B. The Application should be denied because of its potentially destructive impact on 5 Lake Drive North.

The proposed well is immediately adjacent to the northern boundary of Ms. Edwards' property at 5 Lake Drive North. This raises a serious question as to her continued use and enjoyment of her property. Connecticut's Public Health Code mandates that no part of a septic system shall be closer than 75 feet from a well. Although the current septic fields on Ms. Edwards' property may be more than 75 feet from her northern boundary (see plot plan attached at Tab B), the placement of the well in the location shown on the Survey would severely limit her ability to locate a septic field in the northern part of her property in the event that the current system fails.

The inability of Ms. Edwards to locate any part of a septic system in this northern area of her property would have a significant adverse impact on the value of her property and would potentially require her to spend thousands of dollars on an engineered system. A variance should not be granted when it will cause a substantial detriment to the use and enjoyment of neighboring properties, because to do so would be adverse to the purpose of the Town's comprehensive plan to preserve the character and property values

of all properties in a zoning district. See C.G.S. § 8-2 (zoning regulations must be designed to preserve health and the general welfare and to give reasonable consideration to the character of the district and in order to conserve property values); Regulations § 8.8.B.3.

To put the proposition simply, a residential property with an existing house on it that has a failed septic system and no way to replace it has no continued value for residential purposes. But that is precisely the prospect that 5 Lake Drive North will face if its septic system fails and it has no other areas to replace it due to the location of the proposed well on the Subject Property. Accordingly, approval of the requested variance would be inimical to New Fairfield's comprehensive plan (i.e. the Town's zoning scheme) because the applicant has failed to meet its burden of showing that the variance would preserve the value of Ms. Edward's abutting property. (See Regulations, § 8.8.B.3, § 1.1.B (purpose of Zoning Regulations)).

II.C. The Application should be denied because the Applicant has failed to show that the Subject Property will have no economic value in the absence of the variance.

1. Legal Standard.

"[W]hen a property would have economic value even if the zoning regulations were strictly enforced, the fact that a peculiar characteristic of the property would make compliance with the zoning regulations exceptionally difficult if the property were put to a more valuable or desirable use does not constitute either an 'exceptional difficulty' or an unusual hardship for purposes of §8-6(a)." Krejpcio v. Zoning Board of Appeals, 152 Conn. 657, 652 (1965) ("[d]isappointment in the use of property does not constitute exceptional difficulty or unusual hardship"); see also Rural Water Co. v. Zoning Board of Appeals, 287 Conn. 287, 295 (2008) (denial of financial advantage generally does not constitute hardship); Grillo v. Zoning Board of Appeals, 206 Conn. 362, 370 (1988) (regulation preventing land from use for greatest economic potential does not create exceptional financial hardship); Miclon v. Zoning Board of Appeals, 173 Conn. 420, 423 (1977) (no hardship when landowner made no showing that property could not reasonably be developed for some other use permitted in zone); Dolan v. Zoning Board of Appeals, 156 Conn. 426, 430-31 (1968) (application of zoning regulations should not be varied merely because they hinder landowners from putting property to more profitable use). . . . "This court has many times held that the power to grant variances must be exercised sparingly ..." Krejpcio v. Zoning Board of Appeals, supra, at 661.

"If the fact that a peculiar characteristic of a property prevented a landowner from putting the property to a particular use that is allowed in the zoning district justified the granting of a variance in and of itself, even when the property would have economic value if the variance were denied, 'the whole fabric of town- and city-wide zoning [would] be worn through in spots and raveled at the edges until its purpose in protecting the property values and securing the orderly development of the community [would be] completely

thwarted." (Internal quotation marks omitted.) Pleasant View Farms Development, Inc. v. Zoning Board of Appeals, 218 Conn. 265, 270-71 (1991).

"Accordingly, [t]he basic zoning principle that zoning regulations must directly affect land, not the owners of the land ... limits the ability of zoning boards to act for personal rather than principled reasons, particularly in the context of variances. As this court has recognized, an applicant's disappointment in the use of the subject property, namely, the inability to build a larger structure, is personal in nature and not a proper basis for a proper basis for a finding of hardship ... Our Supreme Court ... has recognized that 'the fact that an owner is prohibited from adding new structures to the property does not constitute a legally recognizable hardship.'" Verillo, 155 Conn. App. at 683, 695, 717.

2. The Subject Property will have economic value even if the variance is denied.

The applicant has submitted no proof that the Subject Property would have no economic value if the variance is denied. To the contrary, the opponents of the application intend to submit testimony to the Board demonstrating that vacant lots fronting on the shoreline of Candlewood Lake are often used by and are highly desirable to owners of other properties in lake communities seeking lake-front access in order to install floating docks and/or to provide access to the shore for canoes, kayaks, swimming and other recreational activities on Candlewood Lake. This evidence will show that there are in fact several unimproved shoreline lots in Candlewood Isle, Candlewood Knolls and Squantz Pond that are owned and used by property owners in these communities for such recreational purposes, and the Assessor's records for such shoreline lots demonstrate that they have significant economic value. Therefore, such vacant shore-front properties have substantial value to owners or purchasers of non-shorefront properties in these communities because they enhance the use, enjoyment and value of such properties.

In sum, even though the particular characteristics of a shoreline lot in Candlewood Isle may prevent the erection of a house, the lot nevertheless retains significant economic value. As the cases discussed above make clear, the applicant's personal preference for a residential use on the Subject Property that would have greater value "does not constitute either an 'exceptional difficulty' or an unusual hardship for purposes of" establishing grounds for a variance. See Krejpcio v. Zoning Board of Appeals, 152 Conn. at 662.

CONCLUSION

For the above reasons, Ms. Edwards respectfully requests the Board to deny the Application.

Very truly yours,

CRAMER & ANDERSON, LLP

By _____
Daniel E. Casagrande, Esq., Partner

DEC/smc
cc: Ms. Robin Edwards
Mr. Tim Simpkins, Director of Health
Mr. Evan White, Zoning Enforcement Officer

TAB A

FirstLight

February 19, 2021

95 LOUISES LANE LLC
GIZA-SISSON DAVID
44 OAKDALE RD
CANTON
MA 02021
dgizasis@gmail.com

Re: **SHORELINE AND LAND USE APPLICATION – PRELIMINARY APPLICATION REVIEW COMMENTS**
Record Number: A21-00021
HRP-078167: 7 LAKE DR N CI, NEW FAIRFIELD

As you know, FirstLight holds a license from the Federal Energy Regulatory Commission for the Housatonic River Project No. 2576 ("the **Project**"). This letter provides a response to your application request for certain uses and activities within the Project boundary.

FirstLight has completed its preliminary review and has the following comments:

1) FirstLight cannot authorize your proposed disturbance, including but not limited to, the placement of fill, below the Project Boundary where FirstLight has the rights to flood to the original 440 foot contour established in the Rocky River Datum (as shown on plate map C6);

2) Your survey has been referred to FirstLight's surveyor for his confirmation of the location of the original 440 foot contour line which is the Project Boundary;

3) FirstLight is aware that your property is subject to a restriction prohibiting disposal of sewage as follows: "no part of any such disposal plant shall be nearer than 50 feet to the lake." See enclosed copy; and

4) FirstLight understands that the Connecticut Department of Public Health's Codes ("DPH Code") has restrictions on septic facilities that apply here, including a restriction similar to #3 above. Please confirm that your plan complies with the DPH Code or revise your plan, as necessary.

Please submit any required application material or fees within 30 days of the date of this letter. Failure to do so will result in the automatic closure of your application and FirstLight's denial of all your requested uses and/or activities.

Should you have any questions please contact FirstLight's Land Management Department at the email address below.

Regards,
Land Management Department

P.O. Box 5002
New Milford, CT 06776
860-350-3294
lake.permits@firstlightpower.com
firstlightpower.com

Cc: Town of New Fairfield
CT Dept. of Public Health

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VOL. 41

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

Know Ye, That Candlewood Isle Holding Company Inc.

a corporation organized and existing under and pursuant to the laws of the State of New York, and having its principal office and place of business at 521 East 72nd Street City of New York, County and State acting herein by Louis P. Miller its Vice President, hereunto duly authorized, for the consideration of One Dollar ($1) and other good and valuable considerations, received to its full satisfaction of Hazel Koecker

of New York City, County of New York and State of New York, DOES GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said Hazel Koecker

all that lot or parcel of land, situate in the Town of New Fairfield, County of Fairfield and State of Connecticut, being shown and designated as Plot No. Fifteen (15) Section "A" upon the map hereinafter referred to, and being Southerly one-half of Plot No. Fifteen (15) Section "A" adjoining Plot No. Fifteen (15) Section "A" X

XX Hereunto described and the sum of Twenty-five dollars per annum from the date of the execution of such lodge granted such time as the roads as are deeded to the Candlewood Isle Association and accepted by the Town of New Fairfield and this agreement shall be binding upon the heirs, administrators and assigns of said Grantee.

X on a certain map entitled "Candlewood Isle Subdivision, Section One, New Fairfield, Conn." made by A. L. Davis, Engineer and Surveyor, Danbury, Conn., dated as to be filed in the office of the Town Clerk of said Town of New Fairfield, reference thereto being had.

Said premises are subject to any state of facts that an accurate survey would show and to any rights that may exist in any portion of the premises lying below the 440 contour elevation line as shown on the above entitled map.

Together with the right to use the private roads shown on said map for all purposes of travel and for the purpose of connecting with the public utilities laid or to be laid in said private roads.

Together with the right to use such community bathing beach or bathing beaches or recreation facilities as the Grantor herein may provide for the benefit of the property owners on the above entitled map, in common with others to whom this right has been or may hereafter be granted. The Grantor, however, reserves the right at any time to relocate, change, alter or enlarge any recreation facility, but the Grantor shall always be obligated to provide a bathing beach for the benefit of the above described premises.

This Deed is given and accepted upon the following express covenants and agreements upon the part of the Grantee, and the heirs, executors, administrators and assigns of said Grantee, viz.:

FIRST: That the title to any land which may be included in this conveyance which is a part of any street, road or highway shown on said map is subject to a permanent easement running with the land for the use thereof for highway purposes by all other owners of Candlewood Isle Plots, and of Candlewood Isle Holding Company Inc., its successors and assigns, for the installation and maintenance of telephone, telegraph, and electric light poles and fixtures, of electric conduits, gas and water pipes, and for any and all installations and improvements necessary or desirable in the discretion of the said company, and its assigns, for the proper maintenance of such highway and for public utilities, and that the said Grantor, its successors and assigns, may in its discretion dedicate and transfer to the State, County, Town or Village any or all of such roads and highways for highway purposes.

SECOND: The Grantor reserves to itself, its successors and assigns, the right to lay and maintain gas or water pipes, drains or drain pipes, and to erect and maintain electric light or power or telephone poles or fixtures over and along any boundary line of the plot herein described within two feet of said boundary line, and expressly reserves the right to maintain and repair such utility lines or pipes as may have heretofore been located on any portion of said plot.

THIRD: It is understood and agreed that in the event the Grantee, or the heirs, executors, administrators and assigns of the Grantee, shall receive a bona fide offer to purchase the premises herein described, which he or they are willing to accept, he or they will give to the Grantor, its successor and assigns, the first option to repurchase the premises at the price offered, and it or they shall have seventy-two hours in which to accept or decline its purchase.

FOURTH: That the Grantee, the heirs, executors, administrators and assigns of said Grantee, shall not at any time erect, make, carry on or suffer or permit in any manner upon any portion of the premises conveyed any brewery, distillery, or other place for the manufacture or sale of intoxicating or spirituous liquors, or any business or trade of any kind or character whatsoever, including a rooming or boarding house, hotel or restaurant, market, public garage or dog kennels, nor shall there be displayed upon any part of the premises any advertising sign, for sale sign, billboard, poster or display, said premises to be used exclusively for dwelling purposes of the owner of the property or its tenant. This provision is not intended to prevent the use of the premises for church purposes or their use by a physician for the general practice of medicine, but no portion of the premises shall be used for a hospital or sanitarium. This provision, however, shall not affect that portion of the development which has been reserved or may hereafter be reserved for business purposes.

FIFTH: That the Grantee, or the heirs, executors, administrators and assigns of said Grantee, shall not use, suffer, or permit to be erected or maintained upon any portion of the said premises any building whatsoever, except one dwelling house or residence for a single family and a garage which shall be a part of said dwelling house or residence, or be attached thereto in such a manner as to appear to be a part thereof or an extension thereto but not more than one of such residences and not more than one of such garages shall be erected or maintained on less than a frontage of fifty feet, and no part of any such dwelling house or residence or connected garage shall be erected or maintained within 20 feet of the line of the highway, or of the lake, or within 5 feet of any side or rear line of the property; it being understood and agreed the approval in writing by the Grantor, acting directly or through its architect, of plans and specifications for any and all buildings and improvements erected upon the premises, together with like approval of the proposed location and color scheme of the building, must be obtained before either excavation for or the construction of the building is started; and that any and all buildings and improvements must be constructed in strict accordance with the plans and specifications so approved therefor and upon the site so approved; and that neither the Grantee, nor the heirs, executors, administrators or assigns of the Grantee, shall alter or change the exterior or color of any buildings or part of building hereafter erected upon said premises, or make any extension or addition to any building or part of building hereafter erected upon the premises without first obtaining the approval in writing of the Grantor, its successors or assigns, or its architectural agent thereto. The Grantor, however, reserves the right to sell other lots upon the above mentioned map, and in the same section, with a different setback and to modify the garage restrictions, and reserves the right to erect a water tower and pumping station for water supply purposes on such site as the Grantor may select. Upon lots having a frontage on the lake, a boathouse and a float or landing platform may be erected and maintained, subject to the conditions above set forth. The Grantor reserves the right to modify the setback and garage restrictions on any plot upon the request of the owner thereof.

SIXTH: That the Grantee, or the heirs, executors, administrators and assigns of said Grantee, shall not at any time erect, suffer or permit to be erected or maintained upon any portion of the said premises any outbuildings or enclosure of any kind or character whatsoever and that no fence shall be built around the said property to a height of more than 3 feet and then only with the approval in writing of the said Grantor, its successors or assigns, acting directly or through the company's architect.

SEVENTH: That the Grantee, upon the erection of any dwelling house upon the property shall at that time install in connection with such building a septic tank in all respects sufficient to dispose of the sewage therefrom in a sanitary and adequate manner, and no part of such disposal plant shall be nearer than 50 feet to the lake.

EIGHTH: If at any time the owners of property located on the above entitled map form an association for their mutual protection and for the purpose of maintaining the roads, beaches and the recreation facilities of the development for the mutual welfare of the owners of said development, the Grantor reserves the right at its option to transfer to said association the fee of all or any part of said private roads, beaches and recreation facilities, and to assign the right to manage the same and to approve the plans, specifications, setbacks and all matters required to be approved or consented to by the Grantor, as above set forth.

That these restrictions and covenants and each of them are hereby declared and agreed to be covenants running with the land until January 1st, ~~1950~~. 1968

It is further understood and agreed that this deed is not intended to and does not impose upon any other lot of land now owned by the Grantor any restrictions or covenants whatsoever, implied or otherwise.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and 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 ensealing

of these presents, it 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 aforesaid.

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, except

as aforesaid The Grantee hereby agrees to pay the sum of [illegible] dollars and fifty cents per annum to Candlewood Isle Holding Company Inc from the date hereof for road maintenance until the erection of a lodge upon the premises XX

IN WITNESS WHEREOF Candlewood Isle Holding Company Inc by Louis P. Miller its Vice President hereunto duly authorized, has hereunto set its corporate name and affixed its corporate seal this 2nd day of July, A. D. 1948

Signed, Sealed and Delivered

in the presence of

Alfred Lorraine(?)

Catherine Loraico(?)

CANDLEWOOD ISLE HOLDING COMPANY, INC.

By Louis P. Miller

Vice President.

(SEAL)

STATE OF CONNECTICUT }
COUNTY OF FAIRFIELD } ss. New Fairfield July 2nd 1948

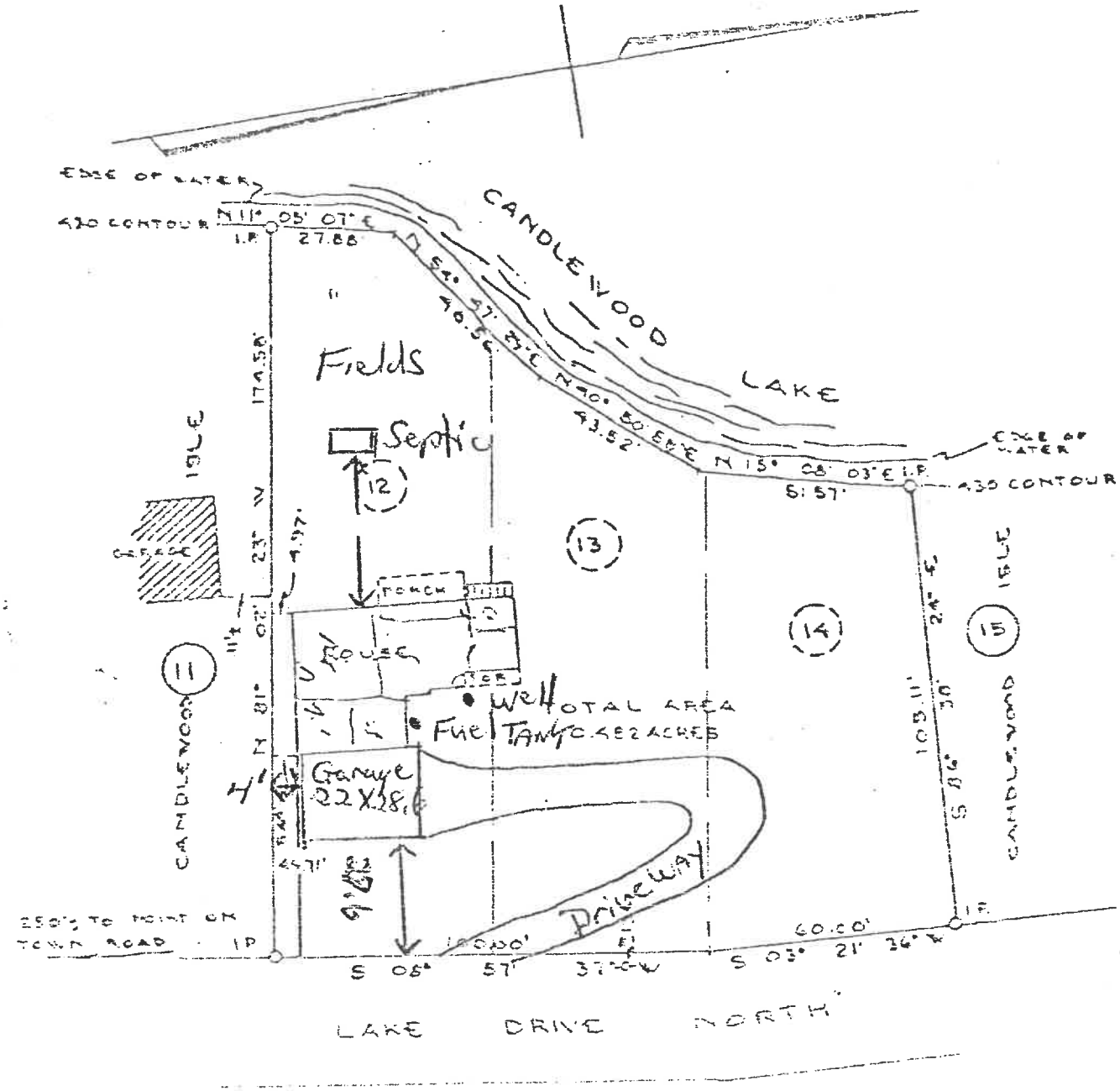
Personally appeared Candlewood Isle Holding Company Inc by Louis P. Miller its Vice President hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his their free act and deed, and the free act and deed of said company, before me.

Robert P. Miller Notary Public.
Com. Superior Court.
Justice of the Peace.

U. S. Rev. 3 80

Received for Record Aug. 20. 12 M 1949, and recorded by Geo M. Nevius Town Clerk

TAB B



Plot Plan

Scale
1" = 40'

Eugene T. & Elaine D Edwards
PO Box 249 Candlewood Dale
New Fairfield, CT. 06812
Tel: 746-6811- Home
790-2822- Bus

MAP 15 Block 1 Lot 5-7