

8/05/2019

APPLICATION FOR VARIANCE TO ZONING REGULATIONS(CONTINUED)

State fully the reasons why:

- a. Strict application of the regulations would create exceptional difficulty or unusual hardship; and
- b. Such hardship is unique to the property.

(Financial hardship is not sufficient basis for granting of a variance).
 Please see attached Narrative detailing variance requestes and hardship.

Does the variance applied for constitute an alteration, conversion, extension, or expansion of an existing non-conforming condition?

NO YES ___ if Yes, explain in detail

Existing nonconforming front yard setback of historic home will remain unchanged.

Has any previous application been made to ZBA for a variance relative to all or any part of said property?

NO YES ___ if Yes, specify when and for what.

Is there a home occupation at the location or has a Special Permit been granted for the property?

NO YES ___ if, Yes, explain

Applicant hereby grants to ZBA Members the right to make physical on-site inspection of the property as may be necessary to acquaint themselves with actual conditions.

On behalf of Aquamon Water Co. et al

Applicant *[Signature]* Date *5/18/22*

Owner *[Signature]* Date *5/18/22*

Received at Planning and Zoning Office _____ Date _____

Reviewed by Zoning Enforcement Officer _____ Date _____

NARRATIVE
Variance Applications
433 Black Rock Road, Easton, Connecticut
5.18.22

The applicant and property owner, Aquarion Water Company of Connecticut (“Aquarion”), respectfully requests two (2) variances, detailed below, in order to permit a division of its property known as 433 Black Rock Road, Easton, Connecticut (the “Property”), into two (2) lots less than three (3) acres each in the B Residence Zone.

I. The Property

The Property is 3.068± acres (133,642± SF) and is zoned Residence B (“RB”). The Property fronts on Black Rock Road (CT-58), across from the Aspetuck Reservoir. It is improved with a single-family residential dwelling constructed in 1800.¹ The dwelling contains approximately 2,169± SF of living area,¹ and has been maintained as a rental property by Aquarion for almost two (2) decades. Having existed well before Easton’s Zoning Regulations, the existing dwelling is legally non-conforming with regard to the the front yard setback requirement for the RB Zone. The Property also contains a standalone garage of 594± SF, constructed in 1955.¹

The entire Property is classified as Watershed Land. Approximately 2.764± acres are designated as “Class III Watershed Land,” and approximately 0.304± acres are designated as “Class I Watershed Land.”² The Property is also subject to a Declaration of Restrictive Covenants³ that, in part, restricts the use of the Property to its current use, a substantially similar use, or a use necessary or advisable to conduct water utility operations or provide a safe, reliable and adequate water supply. It prohibits use for multi-family residential and prohibits subdivision to create additional single-family residential lots.

II. Requested Variances

By statute, Class I and III water company land is protected and preserved to safeguard the State's water resources.⁴ Current law now permits the transfer of Class III land subject to approval from the Public Utilities Regulatory Authority (“PURA”), but severely restricts transactions involving Class I land⁵. Accordingly, the presence of Class I land on the Property prevents or restricts its sale or use, despite that most of the Property is classified as Class III land. As a result, Aquarion seeks to divide the Property into two parcels: Lot 1 containing only the Class III land (2.764± acres), and Lot 2 containing only the Class I land (0.304± acres). The benefit of creating a parcel which consists of Class III land only is that it could be transferred for an owner-occupied residential use, and/or to an

¹According to Tax Assessor field card.

²Class I includes watershed land nearest to water supply sources, (e.g., within 250 feet of a reservoir, 200 feet of a well, or 100 feet of a watercourse). It also includes certain environmentally sensitive lands, such as those that are steeply sloped or where bedrock is less than 20 inches from the soil surface. Class III consists of the rest of the company's land. DPH regulations establish criteria and performance standards for the three classes (CGS § 25-37c).

³The Declaration of Restrictive Covenants is recorded on the Town of Easton Land Records at Vol. 383, Page 158. The Property is designated as IP-21. A copy is enclosed as **Schedule A**.

⁴See General Statutes § 25-32.

⁵*Id.*

entity with the capabilities and knowledge for historic preservation. This beautiful, rural, historic site is not meeting its full potential when owned by a water company.

In addition, historic development of this site has not aligned with its watershed status. While the existing residence is located on Class III land, its septic system is located on Class I land. In connection with division of the Property, a new septic tank is proposed for the residence on the Class III land (the significantly more appropriate area for a septic tank) and the existing one on the Class I land will be removed.

Accordingly, and as detailed on the enclosed plan titled, "Proposed Lot Line Revision," dated April 5, 2022, prepared by Ochman Associates, Inc. (the "Plan"), Aquarion requests two (2) variances as a first step in dividing the Property into two parcels:

1. Variance of § 3510 to permit a minimum lot area of 2.764± acres where 3.0 acres are required; and,
2. Variance of § 3510 to permit a minimum lot area of 0.304± acres where 3.0 acres are required;⁶

III. Legal Hardships

The Property is peculiar and unique in that it is designated watershed land. This severely limits its use and development well beyond what is permitted under the Zoning Regulations. The Property is also unique in that it is not only a watershed parcel, but a watershed parcel that (1) contains two different classifications (Class I and Class III); and (2) is improved with a historic home for residential use. While State law now permits the transfer of improved Class III watershed land to non-water companies, (in a regulated manner that ensures the health of the water supply and the conservation goals of the land), the entire Property is not marketable due to the presence of the small area of Class I watershed land. Development is further restricted by the presence of steep slopes and rock outcroppings. These hardships are not personal to Aquarion and would affect any owner of the Property.

This Property currently contains a residential dwelling, but nonetheless cannot be sold or otherwise transferred for residential use. By dividing the Class I land and the Class III land into two separate parcels, the improved Class III land and the historic structure can be sold or otherwise transferred. Accordingly, the requested variances are required to create a single, marketable lot (Lot 1). Lot 1 will be slightly undersized for the zone, but will appear no differently than it exists today from the street. No new development is proposed and no improvements are intended to be placed on the proposed Property line. Benefits include creating an opportunity for:

- a new, residential tax lot in Easton;
- a zoning lot with compliant septic system;
- the transfer a historic structure to a suitable and interested steward; and

⁶The new parcel will also not conform to required dimensions for buildable area and lot square; however, this parcel will not be a buildable lot due to its classification as Class I watershed land and will be identified as "Not a Building Lot" on the property division map and in the chain of title. A note detailing same is on the Plan. If the land ever becomes unencumbered, only/best use it to merge it with an adjacent parcel. Lot 2 currently cannot merge with the parcel to the north because that parcel is owned by the State of Connecticut and not Aquarion.

- Aquarion to pass savings onto its ratepayers as a result of the sale.

IV. Proposal Consistent with the Comprehensive Plan

The proposal is in harmony with the general scheme of development in the area and is not contrary to the public health, safety, or welfare, for the following reasons:

- The Property is in a residential zone and will continue to be used for only residential or conservation uses in the future due to the Declaration of Restrictive Covenants.
- The proposal will not change existing development conditions and is, accordingly, in harmony with the character of the neighborhood and Easton.
- Improved tax base by adding a new residential lot that is currently taxed as Class I protected land.
- Furthers the purpose and intent of the Regulations, including: (1) protecting the surface water and groundwater resources in the Town of Easton; (2) protecting the character and economic and social stability of all parts of the Town and ensuring that development is orderly and beneficial; and (3) protecting and conserving the value of land in the Town.⁷

In addition, the proposed variance will also result in the continued protection and enhancement of the Class III land by: (1) removing an existing septic system and restoring the soil; and (2) further deed restricting same as a non-buildable lot. This action is consistent with the goals set forth in the 2018 Easton POCD, specifically, Chapter 3, Conservation Strategies, 3.1, Protect Water Quality.

⁷See Easton Zoning Regulations § 1220.

DECLARATION OF RESTRICTIVE COVENANTS
[Easton, Connecticut]

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is dated as of March 2nd 2002, by **BHC COMPANY**, a Connecticut corporation with an office at 835 Main Street, Bridgeport, Connecticut 06601 ("Declarant") for the benefit of the **STATE OF CONNECTICUT**, acting through the Commissioner of the Department of Environmental Protection, with an office at 79 Elm Street, Hartford, Connecticut 06106-5127 (the "State") and **THE NATURE CONSERVANCY OF CONNECTICUT, INC.**, a Connecticut not-for-profit corporation with an office at 55 High Street, Middletown, Connecticut 06457 ("TNC" and together with the State, "Grantee").

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

WHEREAS, Declarant holds title to approximately 890 acres of real property, together with the improvements situated thereon, located in Fairfield, New Haven, Hartford and Litchfield Counties, in the State of Connecticut, (collectively, the "Improved Properties");

WHEREAS, the portions of the Improved Properties that are situated in the Town of Easton, County of Fairfield and State of Connecticut are referenced as "Parcels" on Exhibit A¹ attached hereto and made a part hereof, and shown on maps entitled "BHC Company to State of Connecticut, Department of Environmental Protection, The Nature Conservancy of Connecticut, Inc., Class II Fee Parcels, Class III Fee Parcels, Class I Conservation Parcels and Improved Properties," Town of Easton, Maps EA-1 through 39, Scale 1" = 200', dated March 22, 2002, certified substantially correct by Ochman Associates, Inc., Engineers and Surveyors, Easton, Connecticut, which maps have been or will be filed with the Town prior to or contemporaneously herewith.² All or a portion of said Parcels are also more particularly designated on the maps referenced on Exhibit B attached hereto and made a part hereof;

¹ This footnote contains a brief explanation of the conveyancing chart attached hereto as Exhibit A, which contains the following headings: "Map," "Block," "Volume and Page," "Parcel" and "Area." Thirty-nine (39) maps, which depict the various "Blocks" of land owned by Grantee in the Town, have been or will be filed with the Town prior to or contemporaneously with the recording of this instrument. Each "Block" represents a self-contained tract of land consisting of various pieces or parcels of land owned by Declarant and bounded by town lines, streets/roads and/or third party lands, each as shown and designated on the Maps. The "Volume and Page" refers to the deed reference pursuant to which Declarant took title to the various pieces or parcels of land or portions thereof comprising the "Block." The "Parcels" represent the land being subjected to the restrictive covenant pursuant to this declaration, which Parcels are shown and designated on the Maps. The "Area" is the approximate acreage of each Parcel and Block. The parties acknowledge that due to limitations in calculation methods, there may be a slight discrepancy between the acreage set forth on Exhibit A and the acreage set forth on the Maps. It is the intent of the parties hereto that in order to clearly describe the property subjected to the restrictive covenant by virtue of this declaration, the declaration and the Maps must be reviewed in conjunction with each other.

² All properties designated on the Maps as "Water Properties (WP)" are subject to an exclusive option to purchase in favor of Grantee and The Nature Conservancy, which expires on November 30, 2021. Said option is more fully described in the Contract of Sale dated November 6, 2001 by and among Grantor, the State and The Nature Conservancy, a copy of which is on file in Grantor's offices and Grantee's offices.

WHEREAS, the remainder of the Improved Properties are described in those certain twenty-six (26) other Declarations of Restrictive Covenants of even date herewith that are to be recorded in the Land Records of twenty-six (26) other Towns in the State of Connecticut;

WHEREAS, on or about the date of this Declaration, Declarant has conveyed to the State and/or TNC approximately 14,496 acres of unimproved land (or interests in such land) in the State of Connecticut owned by Declarant (the "Transferred Land");

WHEREAS, Declarant and Grantee desire to impose upon the Improved Properties the restrictions set forth in this Declaration for the purpose of supporting the open space conservation, public recreation and public water supply, watershed protection and preservation purposes described in the instruments conveying the Transferred Land (or interests in such Land) to Grantee;

WHEREAS, Section 15 of Public Act 01-9 of the Connecticut General Assembly ("PA-01-9") authorizes the Commissioner of the Department of Environmental Protection of the State of Connecticut to approve the terms and conditions for the purchase of Transferred Land or interests in the Transferred Land from Declarant;

WHEREAS, such terms and conditions provide for the filing this Declaration on the Land Records in each Town in which the Improved Properties are located to provide that the Improved Properties shall be made subject to the restrictions, covenants, terms and conditions contained herein;

WHEREAS, the restrictions and covenants imposed upon the Improved Properties under this Declaration shall be in favor of Grantee, as owner of the Transferred Land or interests in the Transferred Land and its successors and assigns in such capacity;

NOW, THEREFORE, Declarant, for One Dollar and other good and valuable consideration received to its full satisfaction of Grantee, and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, does hereby declare that the Improved Properties described on Exhibit A attached hereto shall be held and conveyed subject to the covenants, conditions, reservations, restrictions and charges hereinafter set forth, which (a) are for the benefit of Grantee, (b) shall bind the respective heirs, successors and assigns of the present and subsequent owners of the Improved Properties, and (c) shall be construed as restrictive covenants running with the land.

1. Permitted Uses. At all times following the execution, delivery and recordation of this Declaration, the Improved Property may only be used for (i) its current use (as of the effective date of this Declaration), (ii) any use substantially similar to said current use, and (iii) any use necessary or advisable in Declarant's reasonable judgment for Declarant to fulfill its public service obligations to conduct its water utility operations or to provide a safe, reliable and adequate water supply. Uses under clause (iii) above shall expressly include any use by Declarant pursuant to any future agreement between Declarant and a third party that is consistent with agreements entered into by similarly situated water companies; provided the use under such third-party agreements shall not materially interfere with or impede the open-space conservation, public recreation and public water supply objectives for the land owned by Declarant that is the subject of those certain Conservation Easements of even date herewith from Declarant to Grantee and for the land owned by Grantee that was conveyed from Declarant to Grantee on or about the date of this Declaration. Declarant acknowledges and agrees that, under clause (ii) above, Declarant shall not be permitted to (x) use for multi-family residential purposes any Improved Property that is currently used for single-family residential purposes, or (y) subdivide any Improved Property in order to create additional single-family residential lots for construction of new residences. With respect to any Improved Property the current use of which is single family residential, Grantee acknowledges and agrees that, under Clause (ii) above, Declarant shall, subject to any applicable laws, ordinances or regulations, be entitled to (a) expand, renovate, remodel, demolish and/or rebuild any residential structure located on such Improved Properties, provided that such use remains single family residential, and (b) install or construct on such Improved Properties any improvements or structures that are customarily ancillary to a residential use, including, without limitation, a swimming pool, tennis court or garage.
2. Prohibited Uses and Activities. The following uses and activities are prohibited on the Improved Properties unless permitted in the exercise by Declarant of its rights under Section 1 of this Declaration:
 - a. The mining, drilling, excavating or dredging of loam, peat, gravel, stone walls, soil, sand, rock or other mineral resource, or any other natural deposit;
 - b. Placing or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other similar substance or material; and
 - c. The storage, use, or disposal of hazardous or poisonous chemicals and substances including but not limited to petroleum products, herbicides, fungicides, insecticides, chlorinated organic compounds, wood preservatives and asbestos, except in the ordinary course of Declarant's business as a water utility company.
3. Subsequent Transfer by Declarant. Subject to the next sentence, this Declaration shall not impair Declarant's right or ability to sell any Improved Property following the receipt by Declarant of any required governmental approvals for such a sale. Declarant agrees that the terms, conditions, restrictions, and purposes of this Declaration or reference thereto will be inserted by Declarant in any subsequent deed or other legal instrument by which Declarant

transfers any interest in the Improved Properties; provided that the absence of such a reference shall not affect the fact that this Agreement runs with the land.

4. Future Termination of Use of Improved Property. If, at any time following the date of this Declaration, Declarant (i) affirmatively and permanently terminates the use of any parcel of Improved Property, and (ii) obtains any required governmental approvals for such termination, Declarant shall then donate said Improved Property to Grantee following a request by Grantee for the donation of said Improved Property. If Declarant affirmatively and permanently terminates the use of any Improved Property, it shall give Grantee notice of such termination, and the termination shall be deemed to have occurred when Declarant provides such notice to Grantee. The sale of an Improved Property by Declarant, subject to the terms of this Declaration and following the receipt by Declarant of any required governmental approvals for such a sale, shall not be deemed to be a termination by Declarant of the use of said Improved Property under this Section 4. At any time within ninety (90) days following the notice of termination of use from Declarant to Grantee, Grantee may provide Declarant with written notice of Grantee's decision to have said Improved Property conveyed to it in the manner described below. If the Improved Property to be donated by Declarant to Grantee pursuant to this Section 4 is Class II land or Class III land (as classified by the Connecticut Department of Public Health), Declarant shall convey said land to Grantee by limited warranty deed in substantially the same form and content as the limited warranty deeds of even date herewith from Declarant to Grantee conveying certain other Class II land and Class III land to Grantee. If said Improved Property is Class I land (as classified by the Connecticut Department of Public Health), Declarant shall grant a Conservation Easement to Grantee in substantially the same form and content as the Conservation Easements of even date herewith from Declarant to Grantee conveying an interest in certain other Class I land to Grantee. All tax benefits (including but not limited to tax deductions and tax credits) arising from the donation of any such Improved Property shall accrue to the benefit of Declarant.

5. Grantee's Rights. In order to accomplish the purposes of this Declaration, the following rights are conveyed to Grantee by this Declaration, which rights shall be subject to the rights of Declarant reserved in Section 1 above and subject to the other terms and conditions of this Agreement:

- a. Right of Entry. The right to enter the Improved Properties during regular business hours for the purposes of: (a) inspecting the Improved Properties to determine if Declarant is complying with the restrictions and covenants of this Declaration; (b) enforcing the terms of this Declaration; and (c) taking any and all lawful actions with respect to the Improved Properties as may be reasonably necessary or appropriate to remedy or abate violations hereof. Notwithstanding the foregoing, except in the case of an emergency (in which case the prior written notice described below shall not be required, but Grantee shall thereafter promptly provide Declarant with notice of such access and the nature of said emergency), Grantee shall not enter the Improved Properties without providing Declarant with at least three (3) business days prior written notice of its desire to gain access to said Improved Properties and without providing Declarant with a reasonable opportunity to have an employee or authorized agent or representative of Declarant present at all times.

- b. Enforcement. The right to prevent any activity on or use of the Improved Properties that is in violation of the covenants and restrictions set forth in this Declaration and to require the restoration of such areas or features of the Improved Properties that may be damaged by any such violation.
 - c. Discretionary Consent. Grantee's consent for activities otherwise prohibited under this Declaration may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities so prohibited are deemed desirable by Declarant and Grantee, Grantee may, in its reasonable discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Declaration. Grantee may give its permission only if it determines, in its reasonable discretion, that such activities do not violate the purpose of this Declaration.
6. Miscellaneous.
- a. Severability. If any provision of this Declaration or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
 - b. Waiver. To the extent permitted under Connecticut law, Declarant and Grantee hereby waive any restrictions on the enforcement of this Declaration set forth in Connecticut General Statutes Section 52-575a, as amended, to the extent, if any, that said section is applicable.
 - c. Assignability. This Declaration shall run with the land (the Improved Property described on Exhibit A) in perpetuity, and shall be enforceable against Declarant, its successors or assigns holding any interest in said Improved Property. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Declaration.
 - d. Amendment. Declarant and Grantee may amend this Declaration by mutual written agreement. No amendment shall affect the perpetual duration of this Agreement. Any amendment shall be recorded in the appropriate Land Records.
 - e. Public Access. This Declaration shall not be deemed to grant public access to the Improved Properties.
 - f. Liens and Encumbrances. Declarant represents that as of the date of this Declaration there are no liens or mortgages outstanding against the Improved Properties which are superior to this Declaration. The rights of Grantee to enforce the terms, restrictions and covenants created under this Declaration shall not be extinguished by foreclosure of any

mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

- g. Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon construction or interpretation.
- h. The rights granted hereunder to Grantee may be exercised either jointly by the State and TNC or severally by either the State or TNC.

7. Remedies and Enforcement.

- a. The failure or delay of Grantee, for any reason whatsoever, to enforce this Declaration shall not constitute a waiver of its rights and Declarant hereby waives any defense of laches, prescription, or estoppel.
- b. The terms and conditions of this Declaration shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.


IN WITNESS WHEREOF, Declarant set their hands.

WITNESSES:


Print Name: MELISSA CONETTA


Print Name: MICHAEL BYRNE

WITNESSES:


Print Name: CHARLES J. REED

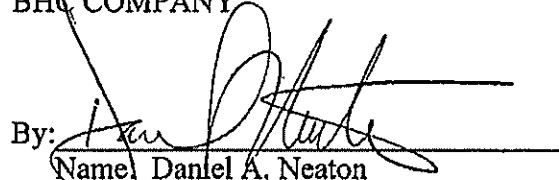

Print Name: Thomas J. Naum

WITNESSES:


Print Name: MELISSA CONETTA


Print Name: MICHAEL BYRNE

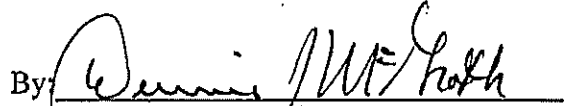
Declarant:
BHC COMPANY

By: 
Name: Daniel A. Neaton
Title: Vice President

State:
STATE OF CONNECTICUT
acting through the Commissioner of the
Department of Environmental Protection

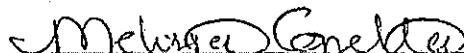
By: 
Name: Arthur J. Rocque, Jr.
Title: Commissioner

TNC:
THE NATURE CONSERVANCY OF
CONNECTICUT, INC.

By: 
Name: Dennis McGrath
Title: State Director

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

On this 28th day of March, 2002, personally appeared Daniel A. Neaton, who acknowledged himself to be the Vice President of BHC Company, a Connecticut corporation, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

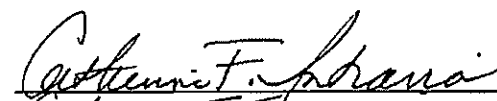


Commissioner of the Superior Court
Notary Public Melissa Conetta
My Commission Expires _____

My Commission Exp. Dec. 31, 2005

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF HARTFORD)


On this 27 day of March, 2002, personally appeared Arthur J. Rocque, Jr., the Commissioner of the Department of Environmental Protection of the State of Connecticut, signer of the foregoing instrument, and acknowledged the same to be his free act and deed on behalf of said State before me.



Catherine F. Intra via
Commissioner of the Superior Court
Notary Public
My Commission Expires _____

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

On this, 28th day of March, 2002, personally appeared Dennis McGrath, who acknowledged himself to be the State Director of The Nature Conservancy of Connecticut, Inc., a Connecticut not-for-profit corporation, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as state director.



Melissa Conetta
Commissioner of the Superior Court
Notary Public Melissa Conetta
My Commission Expires _____

My Commission Exp. Dec. 31, 2005

STATUTORY AUTHORITY
Connecticut General Statutes
Section 23-75 and Section 27 of Public Act
01-7 of the June Special Session, as amended.

APPROVED AS TO FORM:

Richard Blumenthal
Attorney General of the State of Connecticut

March 27, 2002

By: W B Gundling
William B. Gundling
Associate Attorney General

Exhibit A - Easton Improved Properties

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-03	ea-103	8	465	IP-20	EA-31	6.24
	ea-124	8	491		EA-31	1.86
	ea-93	9	114		EA-31	6.44
	ea-94	8	359		EA-31	0.73
	ea-98	8	870		EA-31	3.86
				IP-20		19.13
EABLK-03				Block Sum:		19.13

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-05	ea-127	8	513	IP-07	EA-24	6.62
	ea-145	9	338		EA-24	2.74
				IP-07		9.36
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-123	9	226	IP-11A	EA-24	0.07
	ea-123a	8	489		EA-24	3.13
				IP-11A		3.19
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-123	9	226	IP-11B	EA-24	0.00
	ea-123a	8	489		EA-24	3.17
				IP-11B		3.17
EABLK-05				Block Sum:		15.72

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-13	ea-155	8	588	IP-01	EA-4	3.25
				IP-01		3.25
EABLK-13				Block Sum:		3.25

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-22	ea-130	8	530	IP-13	EA-24	3.01
				IP-13		3.01
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-121	8	459	IP-14	EA-24	0.88
	ea-121	8	459		EA-31	3.46
				IP-14		4.35
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-121	8	459	IP-17	EA-31	0.47
	ea-146	8	564		EA-31	2.75
				IP-17		3.22
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-103	8	465	IP-18	EA-31	0.67

	ea-105	8	462		EA-31	2.35
				IP-18		3.02
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-123a	8	489	IP-19	EA-24	0.49
				IP-19		0.49
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-103	8	465	IP-21	EA-31	3.07
				IP-21		3.07
EABLK-22				Block Sum:		17.16

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-26	ea-129	8	559	IP-04	EA-24	0.17
				IP-04		0.17
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-159	9	436	IP-06	EA-17	0.70
	ea-161	8	592		EA-17	0.00
				IP-06		0.70
EABLK-26				Block Sum:		0.87

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-30	ea-159	9	436	IP-03	EA-17	3.60
				IP-03		3.60
EABLK-30				Block Sum:		3.60

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-31	ea-244	13	289	IP-12	EA-27	1.27
	ea-245	13	290		EA-27	0.38
	ea-246	13	291		EA-27	0.82
	ea-255	13	332		EA-27	0.66
				IP-12		3.12
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-153	8	582	IP-16A	EA-28	3.02
	ea-17	6	60		EA-28	1.42
	ea-176	13	22		EA-28	2.95
	ea-18	4	243		EA-28	5.25
	ea-24	6	280		EA-28	5.26
	ea-24	6	280		EA-35	3.80
	ea-242	14	456		EA-28	2.38
	ea-266	14	471		EA-28	0.00
	ea-33	8	36		EA-35	0.60
	ea-35	8	89		EA-28	4.76
	ea-35	8	89		EA-35	0.04
	ea-6	6	471		EA-28	10.41
	ea-7	7	366		EA-28	8.60
	ea-7	7	366		EA-29	0.43

	ea-9	4	283		EA-28	1.37
	ea-9	4	283		EA-35	1.32
				IP-16A		51.60
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-176	13	22	IP-16B	EA-28	3.02
				IP-16B		3.02
EABLK-31				Block Sum:		57.74

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-36	ea-150	8	573	IP-23	EA-38	3.07
				IP-23		3.07
EABLK-36				Block Sum:		3.07

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-47	ea-148	9	284	IP-08	EA-23	0.77
	ea-256	13	335		EA-22	1.01
	ea-256	13	335		EA-23	0.01
	ea-338	19	226		EA-22	0.25
	ea-338	19	226		EA-23	1.17
				IP-08		3.21
EABLK-47				Block Sum:		3.21

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-50	ea-176	13	22	IP-15	EA-28	1.10
				IP-15		1.10
EABLK-50				Block Sum:		1.10

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-55	ea-196	9	557	IP-22	EA-34	0.57
				IP-22		0.57
EABLK-55				Block Sum:		0.57

Block	Deed	Vol	Page	Parcel	Map	Area
EABLK-57	ea-165	9	449	IP-02A	EA-9	3.05
				IP-02A		3.05
Block	Deed	Vol	Page	Parcel	Map	Area
	ea-165	9	449	IP-02B	EA-9	0.81
				IP-02B		0.81
EABLK-57				Block Sum:		3.86

				Sum:		129.27
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EXHIBIT B

The properties subjected to the restrictive covenant described herein are more particularly described on the following maps, which have been or will be filed with the Town prior to or contemporaneously with the recording of this instrument:

1. "Compilation Plan Showing Improved Property IP-04 Prepared for BHC Company, Silver Hill Road, Easton, Connecticut, January 31, 2002, Scale 1" = 20'" prepaid by Dymar, Southbury, Connecticut.
2. "Compilation Plan Showing Improved Property IP-06 Prepared for BHC Company, Black Rock Road, Easton, Connecticut, January 31, 2002, Scale 1" = 40'", prepared by Dymar, Southbury, Connecticut.
3. "Compilation Plan Showing Improved Property ID-07 Prepared for BHC Company, 702 + 714 Black Rock Road, Easton, Connecticut, January 31, 2002, Scale 1" = 60'", prepared by Dymar, Southbury, Connecticut.
4. "Compilation Plan Showing Improved Property IP-08 Prepared for BHC Company, Saugatuck Dike, Easton, Connecticut, January 31, 2002, Scale 1" = 40'", prepared by Dymar, Southbury, Connecticut.
5. "Compilation Plan Showing Improved Property IP-16A Prepared for BHC Company, 35 Buck Hill Road, Easton, Connecticut, January 31, 2002, Scale 1" = 100'", prepared by Dymar, Southbury, Connecticut.
6. "Compilation Plan Showing Improved Property IP-19 Prepared for BHC Company, Black Rock Road, Easton, Connecticut, January 31, 2002, Scale 1" = 20'", prepared by Dymar, Southbury, Connecticut.
7. "Compilation Plan Showing Improved Property IP-20 Prepared by BHC Company, Black Rock Road/Westport Road, Easton, Connecticut, January 31, 2002, Scale 1" = 100'", prepared by Dymar, Southbury, Connecticut.
8. "Compilation Plan Showing Improved Property IP-22 Prepared for BHC Company, Morehouse Road, Easton, Connecticut, January 31, 2002, Scale 1" = 40'", prepared by Dymar, Southbury, Connecticut.
9. "Map of IP-02B for BHC Company, BHC Company, 577 Rock House Road, Easton, CT, January 31, 2002" Scale 1"=200', prepared by Ochman Associates, Incorporated.
10. "Property Survey of IP-02A for BHC Company, 577 Rock House Road, Easton, CT, January 31, 2002," Scale 1"=40', prepared by Ochman Associates, Incorporated.
11. "Property Survey of IP-03 for BHC Company, 875 Black Rock Road, Easton, CT, January 31, 2002," Scale 1"= 40', prepared by Ochman Associate, Incorporated.

12. "Property Survey of IP-13 for BHC Company, 575 Black Rock Road, Easton, CT, January 31, 2002," Scale 1"= 40', prepared by Ochman Associates, Incorporated.
13. "Property Survey of IP-14 for BHC Company, 535 Black Rock Road, Easton, CT, January 3, 2002, "Scale 1"=50', prepared by Ochman Associates, Incorporated.
14. "Property Survey of IP-12 for BHC Company, 53 Old Oak Road, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
15. "Property Survey of IP-01 for BHC Company, 8 Hayes Street, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
16. "Property Survey of IP-23 for BHC Company, 316 Beers Road, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
17. "Property Survey of IP-11B for BHC Company, Sawmill, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
18. "Property Survey of IP-11A for BHC Company, 640 Black Rock Turnpike, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
19. "Property Survey of IP-16B for BHC Company, 266 South Park Avenue, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
20. "Property Survey of IP-15 for BHC Company, 127 Flat Rock Road, Easton, CT, January 3, 2002," Scale 1" = 30', prepared by Ochman Associates, Incorporated.
21. "Property Survey of IP-18 for BHC Company, 465 Black Rock Road, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.
22. "Property Survey of IP-17 for BHC Company, 501 Black Rock Road, Easton, CT, January 3, 2002," Scale 1" = 40'; prepared by Ochman Associates, Incorporated.
23. "Property Survey of IP-21 for BHC Company, 433 Black Rock Road, Easton, CT, January 3, 2002," Scale 1" = 40', prepared by Ochman Associates, Incorporated.