WILTON ZONING BOARD OF APPEALS - RESIDENTIAL VARIANCE APPLICATION - ZBA#

Please consult the Zoning Regulations when applying for a variance, particularly Section 29-13.

Please TYPE or print clearly... (See last 2 pages for brief explanation.)

Rob Sanders Architects LLC APPLICANT'S NAME			PO Box	PO Box 132, Wilton CT 06897			
			ADDRESS				
Dana and C	hristopher Rot	h	56 DeFo	56 DeForest Rd, Wilton CT 06897			
OWNER'S NAME 56 DeForest Road			ADDRESS	ADDRESS R-2A			
			R-2A				
PROPERTY LOCATION			ZONING	ZONING DISTRICT			
	2502	106	117	31	1.93		
WLR MAP#	VOLUME	PAGE	TAX MAP	# LOT #	ACREAGE		

<u>VARIANCE DESCRIPTION</u>: In the space below, please state concisely the section(s) of the Zoning Regulations proposed to be varied and the specific variance requested (i.e: Request a variance of Section 29-___ to allow _____ (an addition, a pool, average lot width, or whatever) with _____ in lieu of the required _____. For instance, a variance request for a building addition that encroaches into the required fifty foot rear setback area by 7 feet would read as follows: "Request a variance of Section 29-5.D to allow <u>a building addition</u> with <u>a 43 foot rear yard setback</u> in lieu of the required <u>50 feet</u>." ATTACH SEPARATE SHEETS AS REQUIRED.

Request variance of Section 29-4.D.g to allow A.D.U. approved as SP#466 on lot with existing and proposed

site coverage of 14.7%/12,295 SF in lieu of 12%/10,064 SF maximum required.

<u>HARDSHIP DESCRIPTION</u>: In the space below, state the specific conditions pertaining to the perceived "exceptional difficulty or unusual hardship" <u>with respect to the parcel of land</u>, not generally encountered within the zoning district, which would make development in full accordance with the existing Zoning Regulations extremely difficult. ATTACH SEPARATE SHEETS AS REQUIRED.

Lot is 1.925 acres in 2-acre zone, created during lot averaging regulations. Access driveway on property serves

three additional residences beyond Roth residence, and was paved jointly by prior and current Owners.

Accessway increases site coverage. ADU was approved as SP #466 on June 8, 2020.

THE FOLLOWING MATERIAL SHALL BE ATTACHED: (see last 2 pages for brief explanation)

ſ	All submitted plans and documents shall bear the signature, seal and license number, as appropriate, of the professional responsible for preparing each item.
	All plans shall be collated into sets (either clipped or stapled), with maps folded (not rolled).
SUBM	IIT TEN (10) COLLATED SETS (INCLUDING 1 ORIGINAL SET) OF THE FOLLOWING DOCUMENTS:
<u> </u>	APPLICATION FORM
V,	LIST OF OWNERS WITHIN 500' of the subject property as shown by Tax Map & Lot #.
V	A-2 SURVEY of the subject property showing all existing building and site conditions.
~	SITE DEVELOPMENT PLAN showing all proposed additions, amendments and/or site improvements, including building elevations, septic systems, wells, and all measurements pertaining to the application, such as location and distance(s) of proposed structures and/or improvements from the subject property lines.
\underline{V}	LOCATION MAP at a scale of 1"=800' or less. Said map shall identify the site location and shall show the surrounding area and streets.
	DIRECTIONS to subject property from Town Hall, 238 Danbury Road, Wilton, CT (e.g. hand-written, computer- generated or similar).
	LIST OF PREVIOUS ZONING VARIANCES describing any variances and the action taken.
\sim	PHOTOGRAPHS of property showing building and site conditions from all geographic perspectives.
ALSO	SUBMIT:
\checkmark	ONE COPY OF DEED INCLUDED WITH ORIGINAL SET ONLY (Obtain in Town Clerk's Office)
	ENVELOPES, addressed to each property owner within 500' (see "Envelopes Instructions" online)
	ELECTRONIC EMAILED SUBMISSION of all materials (Consolidated into 1-2 PDFs Maximum)
	TWO #10 (4"x 9.5") PLAIN ENVELOPES addressed to the applicant (No Return Address)
	\$310 FILING FEE payable to: Town of Wilton
	SUBJECT PROPERTY LOCATED WITHIN 500 FEET OF THE MUNICIPAL BORDER? YES or NO
or NO	SUBJECT PROPERTY LOCATED WITHIN THE PUBLIC WATER SUPPLY WATERSHED BOUNDARY? YES [If YES, contact Planning & Zoning Dept for DPH Addendum Form.]
IS THE	SUBJECT PROPERTY LOCATED IN THE FLOOD PLAIN? YES or NO
WHEN	WAS THE SUBJECT PROPERTY PURCHASED? OCTOBER 15, 2019
IN WHA	AT YEAR WAS THE MAIN STRUCTURE CONSTRUCTED? 1967
SITE CO (AS PEI	OVERAGE PROPOSED:UILDING COVERAGE PROPOSED:RCENTAGE OF SITE)(AS PERCENTAGE OF SITE)
requ THI	E APPLICANT understands that this application is to be considered complete only when all information and documents used by the Board have been submitted. E UNDERSIGNED WARRANTS the truth of all statements contained herein and in all supporting documents according the best of his or her knowledge and belief; and hereby grants visitation and inspection of the subject property as described ein.
APPLIC	AND SWE 1/19/21 REANDERS BREARCHCT. COM 76/0144
DA OWNE	CAMP'S SIGNATURE D'ATE EMAIL ADDRESS TELEPHONE 6406 -NA POTH BY R SHNGERS AUTHORIZED AGENT DAVA, JILL, ROTH DOMANICO R'S SIGNATURE DATE EMAIL ADDRESS TELEPHONE

WILTON BUILDING DEPARTMENT

Building Official Demolition Officer Tel: 203-563-0177



TOWN HALL ANNEX 238 Danbury Road Wilton, Connecticut 06897

Fax: 203-563-0284

LETTER OF AUTHORIZATION

To Whom It May Concern:

I hereby declare the following:

1. That I am the owner of the premises described as follows:

56 Deforest Road	Wilton	СТ	R-2A
Street	City	State	Zone

2. That **POB SANCER ARCHITECT** is duly authorized for and on behalf of the owner to execute an application for building, zoning, health and wetlands permits to enable him/her to obtain permits to

complete construction of the following work <u>CONGRESCON OF FXISTING GARAGE</u> BARN TO ACCESSORY DWELLING UNIT

at the above site.

3. That <u>they Are</u>-is-hereby designated as the owner's representative with whom all town departments may deal with in respect to the work involved.

4. That this authorization also includes any and all electrical, plumbing, heating, and HVAC contractors doing work in conjunction with the above noted activity to obtain the appropriate sub permits.

2020 Date:

Owner: <u>Dana Roth</u> Print Name

Neighboring Properties

56 DeForest Road, Wilton CT 06897

MAP 117

Lot #	Address	Owner
2	65 DeForest Rd	W Fletcher Watton and Susan Murphy
2-2	45 DeForest Rd	Cynthia & Stanley Twardy
2-3	47 DeForest Rd	Tara & Stephen Thompson
2-4	43 DeForest Rd	Sharon & Mark Miskinis
25	82 DeForest Rd	Shelley Dempsey
26	76 DeForest Rd	Ezra Rust Muirhead Jr
27	72 DeForest Rd	72 DeForest Road LLC (25 Lakeside Ave, Darien, CT 06820)
28	70 DeForest Rd	Cathy & Tyler Ratcliffe
29	68 DeForest Rd	Cristin & Michael Wallace
3	75 DeForest Rd	Ellen & Richard Muglia
30	64 DeForest Rd	Luisa & Robert Kelso
32	50 DeForest Rd	Linda Ricca
33	42 DeForest Rd	Christopher Santopietro
34	32 DeForest Rd	Naomi & Anthony Higgins
39	31 Linden Tree Rd	Stephanie & John O'Keefe
40	37 Linden Tree Rd	Amanda & Dirk Van Heyst
41	43 Linden Tree Rd	Janell & Leonard Federico
42	57 Linden Tree Rd	Kathleen Canoro and
		Stephen & Marie Kennedy



56 DeForest Road, Wilton CT 06897 : EXISTING GARAGE PHOTOS for REFERENCE



Garage: Parking and North



Garage: East and South



Garage: North and East



Garage: South and West



When recorded, return to: Total Mortgage Services, LLC Attn: Final Document Dept. 185 Plains Road Milford, CT 06461

LOAN #: 1907123822

-[Space Above This Line For Recording Data]-

OPEN-END MORTGAGE DEED

MIN 1004590-0000224450-1 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 15, 2019, together with all Riders to this document.

(B) "Borrower" is DANA JILL ROTH AND CHRISTOPHER CARROLL ROTH.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. (D) "Lender" is Total Mortgage Services, LLC.

Lender is Limited Liability Corporation, Connecticut. Milford, CT 06461.

organized and existing under the laws of Lender's address is 185 Plains Road,

(E) "Note" means the promissory note signed by Borrower and dated October 15, 2019. The Note states that Borrower owes Lender SIX HUNDRED ONE THOUSAND AND NO/100* * * * * *

********* Dollars (U.S. \$601,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2049.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider $\overline{\Box}$

Balloon Rider

Ы 1-4 Family Rider

V.A. Rider

Condominium Rider Planned Unit Development Rider Biweekly Payment Rider

Second Home Rider X Other(s) [specify] Schedule A

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

CONNECTICUT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3007 1/01 Ellie Mae, Inc. Page 1 of 9

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LOAN #: 1907123822

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
 (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the TOWN

[Type of Recording Jurisdiction] of WILTON [Name of Recording Jurisdiction]: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of 56 Deforest Rd, Wilton,

[Street] [City]

Connecticut 06897 ("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

CONNECTICUT--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3007 1/01 Ellie Mae, Inc. Page 2 of 9

CTEDEED 0315 CTEDEED (CLS) 10/11/2019 09:20 AM PST



LOAN #: 1907123822

Borrower to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any of the remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquishes all rights of curtesy and dower in the Property.

25. Future Advances. Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Adam-Hirsch 10/15/19(Seal) 0/15/19(Seal) CHRISTOPHER CARROLL ROTH

State of CONNECTICUT County of Fairfield

ss: Fairfield

On this <u>15th</u> day of <u>October</u>, <u>2019</u>, before me, <u>Adam Hirsch</u>, the undersigned officer, personally appeared DANA JILL ROTH AND CHRISTOPHER CARROLL ROTH, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Adam Hirseh Commissioner of the Superior Court

Lender: Total Mortgage Services, LLC NMLS ID: 2764 Loan Originator: Matthew Tran NMLS ID: 1644981 HARRY HIRSCH ATTORNEY AT LAW COMMISSIONER OF THE SUPERIOR COURT JURIS #27613 P.H. (203) 336-3584

CONNECTICUT--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3007 1/01 Ellie Mae, Inc. Page 9 of 9

CTEDEED 0315 CTEDEED (CLS) 10/11/2019 09:20 AM PST



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SCHEDULE A, PROPERTY DESCRIPTION

AlL, that certain tract or parcel of land, with the buildings and improvements thereon, situated in the Town of Wilton. County of Fairfield and State of Connecticut, being in quantity 1.925 acre, and being shown and designated as Lot 4 on map entitled "SUBDIVISION MAP of 'FOREST HEIGHTS' PREPARED for ALVAH B. KELLOGG Wilton, Conn. Scale 1'=80' Dec. 29, 1962', certified substantially correct by Leo Leonard, Jr., Civil Engineer & Surveyor, Norwalk, Conn., which map is on file in the Wilton Town Clerk's Office as Map No. 2251 said Lot 4 being bounded:

NORTHEASTERLY: 428.31 feet by Lot #5, as shown on said map;

SOUTHEASTERLY: 220.45 feet by roadway Deforest Road, so-called, as shown on said map;

SOUTHWESTERLY: 444.74 feet by Lot #3, as shown on said map;

NORTHWESTERLY: 220.00 feet by Lot #13, as shown on said map.

Said premises are also known as 56 DeForest Road, Wilton, Connecticut.

Received for Record at Wilton, CT On 10/17/2019 At 11:19:00 am

alori a young to

LAND RECORD INFORMATION FORM (Mandated by Public Act No. 75-317)

Doc ID: 001199850002 Type: LAN BK 2513 PG 1007-1008

1)	I) <u>GRANTING COMMISSION</u>		TYPE OF APPLICATION		
	xx Planning & Zoning Zoning Board of Appeals	xx	Special Permit Variance		
3)	COPY OF THE GRANTING MOTION	4)	<u>DATE</u> : June 8, 2020		

SP#466, a special permit application from Robert Sanders, Architects, as agent for the owners, Dana and Chris Roth for conversion of an existing 2 car garage accessory building into a 749 SF accessory dwelling unit; property located at 56 DeForest Road; located in a Residential "R-2A" District, Assessor's Map #117, Lot #31, consisting of 1.93 acres.

5) <u>APPROVED WITH THE FOLLOWING CONDITIONS:</u>

General Conditions:

- This Resolution does not replace requirements for the applicant to obtain any other permits
 or licenses required by law or regulation by the Town of Wilton, such as, but not limited to:
 Zoning Permit, Sign Permit, Building Permit, Certificate of Zoning Compliance; or from the
 State of Connecticut or the Government of the United States. Obtaining such permits or
 licenses is the responsibility of the applicant.
- 2. That any lighting on the building be low level and properly shielded so as not to create a glare issue off the property; and
- 3. In accordance with Section 8-3.(i) of the Connecticut General Statutes, all work or physical improvements required and/or authorized by the approved plan shall be completed within five years of the effective date of this resolution. This five-year period shall expire on June 12, 2025.
- 4. The applicant shall file a Land Record Information Form with the Town Clerk (form to be provided by the Planning and Zoning Department) and a copy of the filed Land Record Information Form shall be submitted to the staff prior to the issuance of a zoning permit.
- 5. Prior to the issuance of a zoning permit the owner shall submit an updated affidavit to state that the owner currently resides in the principal dwelling located at 56 DeForest Road.

- 6. Two (2) completed revised sets, (collated and bound) shall be submitted to the Commission's office for endorsement as "Final Approved Plan" by the Town Planner. Said plans shall include all revisions noted above and shall bear an ORIGINAL signature, seal and license number of the professional responsible for preparing each plan or portion of it. Said plans shall include the following notes:
 - "Pursuant to Section 8-3.(i) of the Connecticut General Statutes, all work in a. connection with this Special Permit shall be completed within five years after the approval of the plan. Said five-year period shall expire on June 12, 2025."

"For conditions of approval for Special Permit #466, see Resolution #0620 b. 466SP."

Prior to the Issuance of a Certificate of Zoning Compliance:

7. Prior to occupancy, the applicant shall obtain a Zoning Certificate of Compliance from the Planning and Zoning Department and a Certificate of Occupancy from the Building Department.

6) NAMES AND ADDRESSES OF ALL OWNERS OF RECORD

Christopher C. & Dana J. Roth 56 DeForest Rd Wilton, CT 06897

DESCRIPTION OF THE PROPERTY, WILTON LAND RECORD MAP #2251 7)

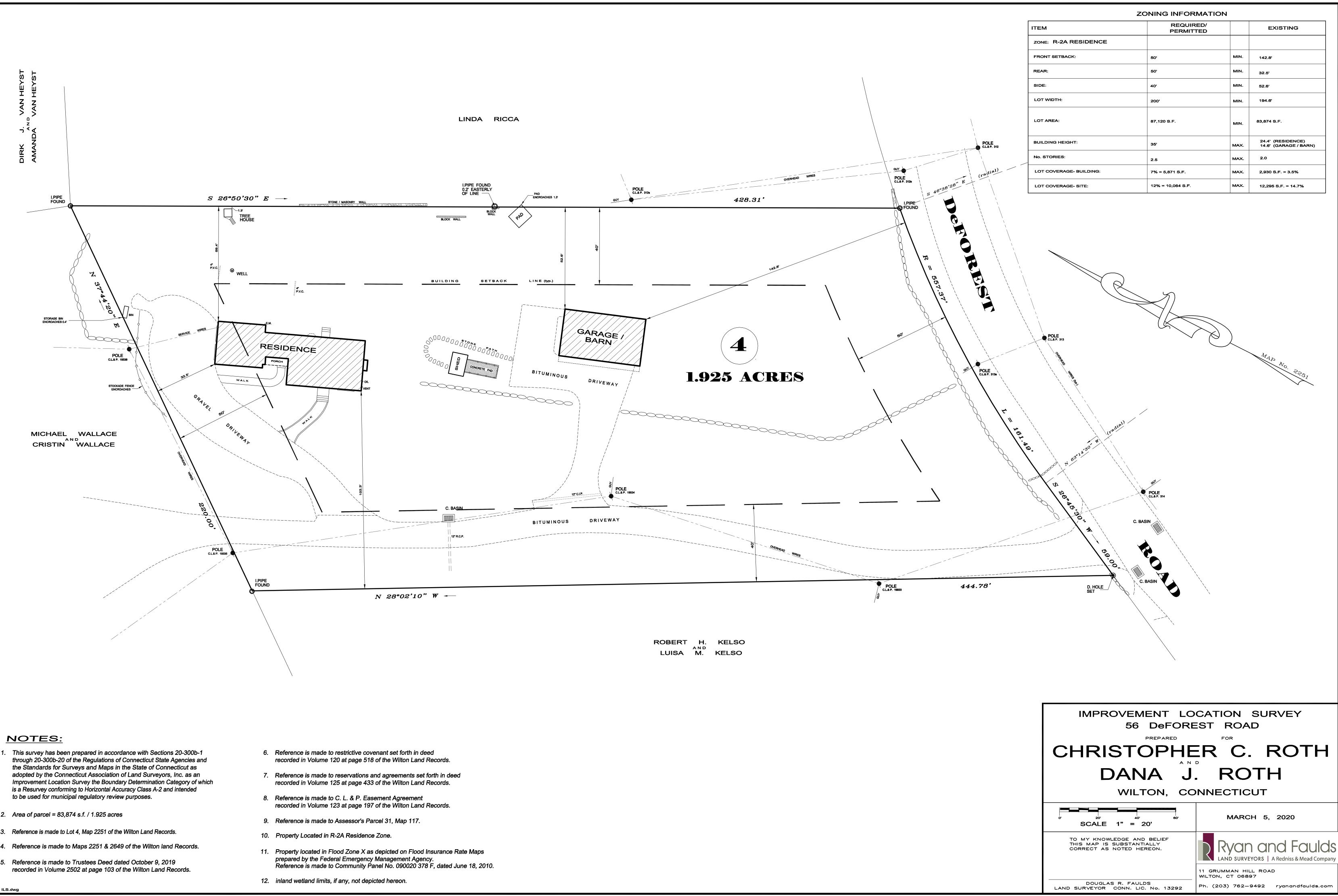
Refer to Wilton Land Records for 56 DeForest Road, Wilton, CT 06897

VOLUME AND PAGE OF DEED, QUIT CLAIM, WARRANTY, ETC. 8)

Volume 2502, Page 103

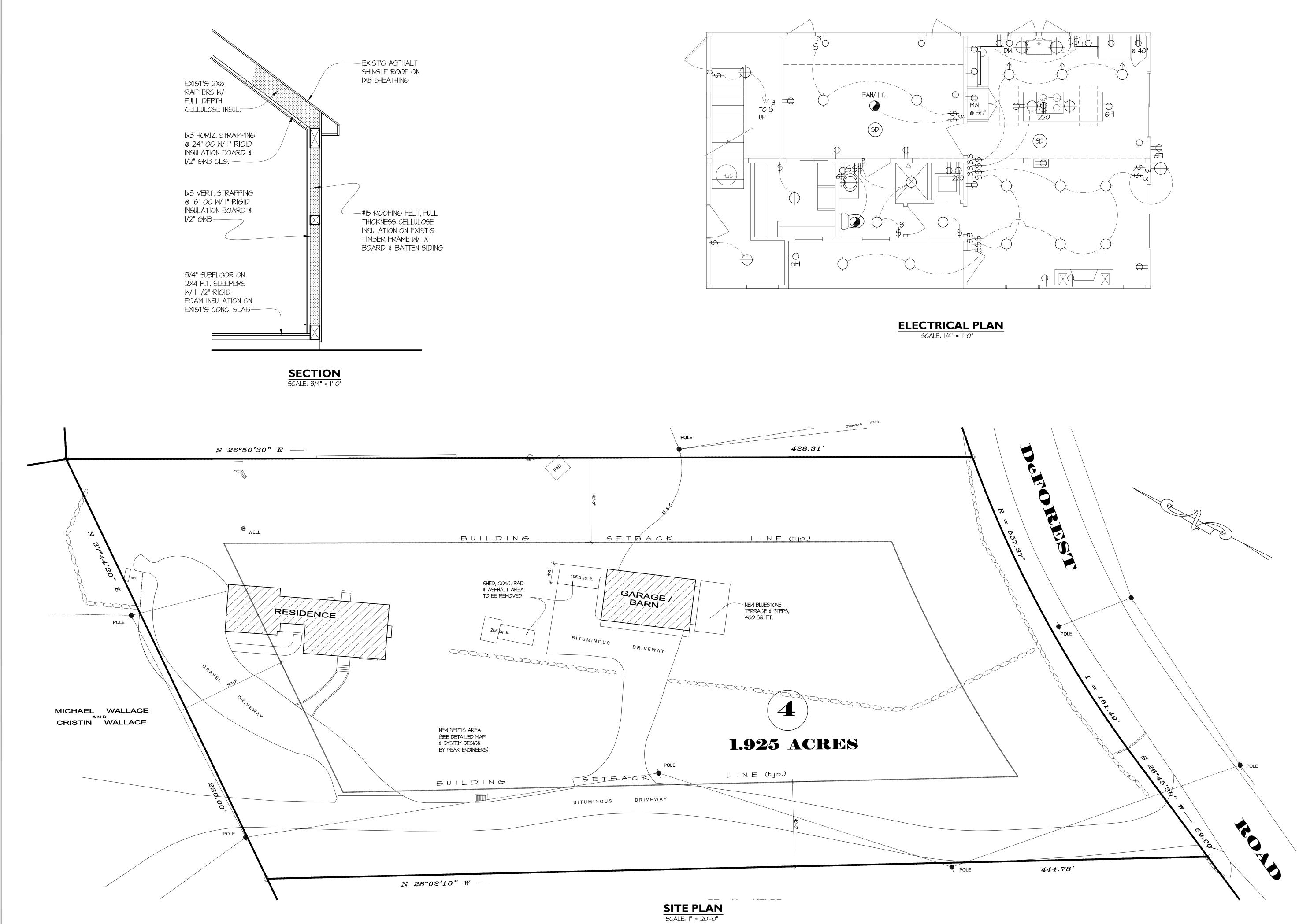
TOWN PLANNER JUNE 29 2020 DATE COMMISSION CERTIFICATION (TITLE)

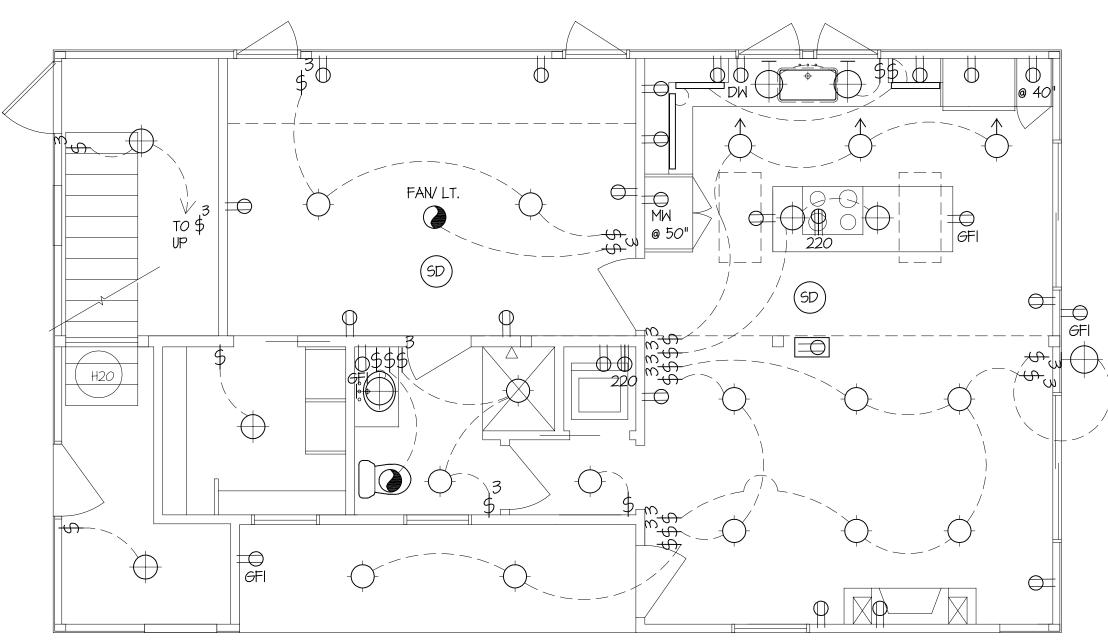
Received for Record at Wilton, CT On 08/11/2020 At 9:12:00 am dania. yolak



NOTES:

- through 20-300b-20 of the Regulations of Connecticut State Agencies and the Standards for Surveys and Maps in the State of Connecticut as adopted by the Connecticut Association of Land Surveyors, Inc. as an is a Resurvey conforming to Horizontal Accuracy Class A-2 and intended to be used for municipal regulatory review purposes.
- 2. Area of parcel = 83,874 s.f. / 1.925 acres
- 3. Reference is made to Lot 4, Map 2251 of the Wilton Land Records.
- 4. Reference is made to Maps 2251 & 2649 of the Wilton land Records.
- 5. Reference is made to Trustees Deed dated October 9, 2019





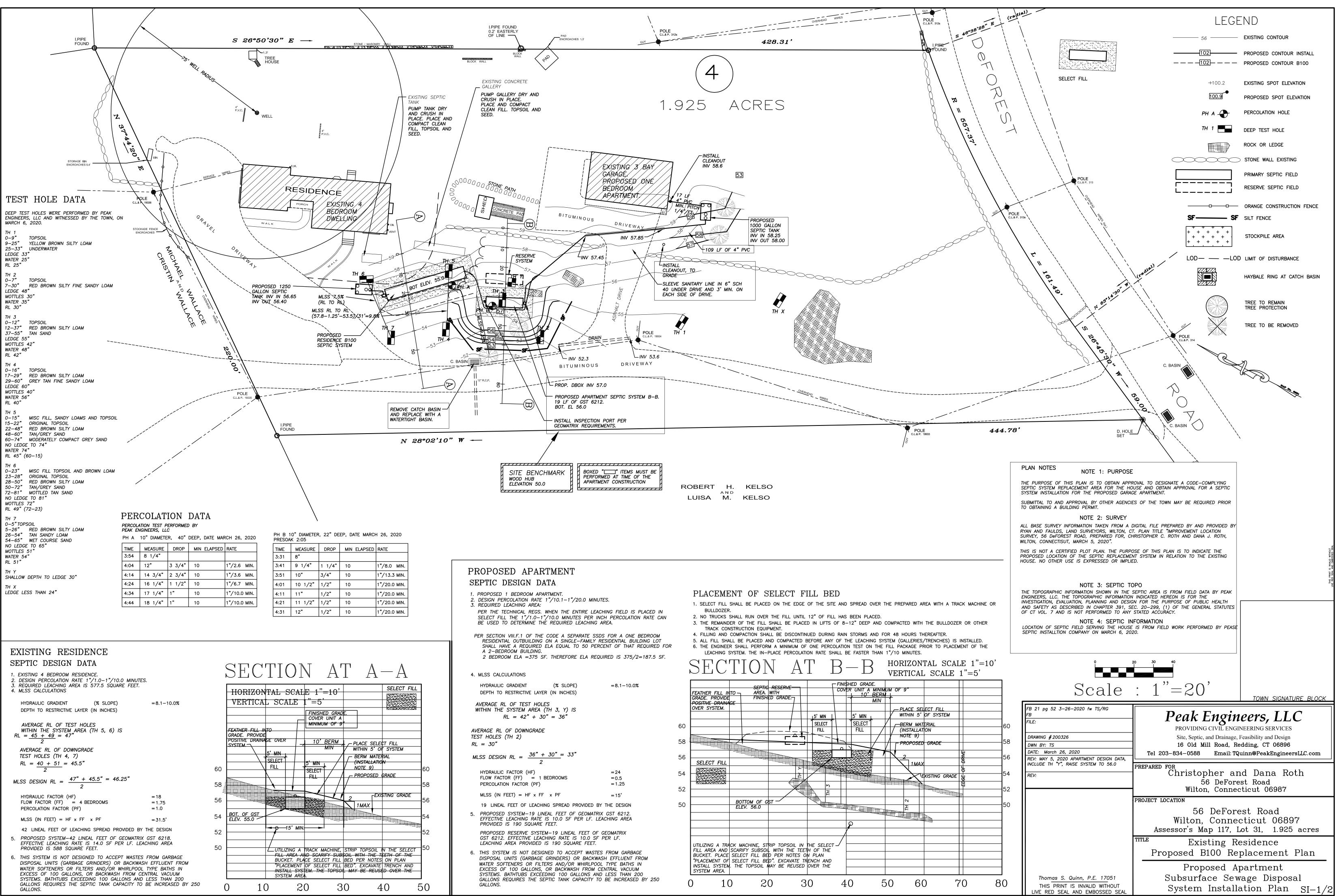
Rob Sanders Architects LLC The Carriage House 436 Danbury Road Wilton, Connecticut 06897 p 203.761.0144 f 203.761.0073 e info@rsarchct.com Project Name & Address ROTH RESIDENCE 56 DEFOREST RD. WILTON, CT Project No. 20-005 Sheet Name

ACCESSORY DWELLING UNIT

d REV OCT 15, 2020 s AS NOTED

Sheet No.





FLOW FACTOR (FF) = 1 BEDROOMS PERCOLATION FACTOR (PF)	=0.5 =1.25
MLSS (IN FEET) = HF x FF x PF	=15'

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