

MEMORANDUM

TO: Gary Goeschel, East Lyme Town Planner
cc: Jen Lindo
Paul Geraghty, Esq.

FROM: Kristen Clarke, PE

DATE: July 24, 2020

RE: Re-Subdivision – Nottingham Hills Lots 19 & 21

Enclosed please find the following submissions for the above referenced application:

- Exhibit AA: Evidence of sign posted on July 11, 2020 (photograph)
- Exhibit BB: Certificates of mailing of Notice of Public Hearing
- Exhibit CC: Photograph of 26 Upper Kensington Dr. Natural Buffer
Also see plans page 2 Of 4. Area described on Survey as “Brush Area”.
- Exhibit DD: Amended Declaration of Covenants and Restrictions recorded at Book 733
Page 343 of the East Lyme Land Records.
See Paragraph P
- Exhibit EE: Corrected Assignment of Declarant Rights recorded at Vol 1026 Page 745
of the Town of East Lyme Land Records
- Exhibit FF: Warranty Deed recorded at Vol 883 Page 784 Of the East Lyme Land
Records.
- This Exhibit is provided to demonstrate retained grading rights over 26
Upper Kensington Drive.
- Exhibit GG: Draft Declaration of Common Easement and Maintenance
This Exhibit is provided is provided for the Commissions Review and will be
executed and recorded to insure proper legal notice is provided to future
purchasers of the subjects property regarding the Common Driveway and
Rain Garden
- Exhibit HH: Correspondence with Ledge Light Health District

EXHIBIT AA



PUBLIC NOTICE
This Property Proposed for:
SUBDIVISION
For information, contact
PLANNING DEPARTMENT
EAST LYME TOWN HALL

EXHIBIT BB



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraghty, Esq.
38 Granite Street
New London, CT 06320



To: Nicole Blanchard
17 Upper Kensington Dr.
East Lyme, CT 06333

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraghty, Esq.
38 Granite Street
New London, CT 06320



To: Aaron C. & Kim M Bucko
18 Upper Kensington Dr.
East Lyme, CT 06333

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraghty Esq.
38 Granite Street
New London, CT 06320



To: Wu Ling & Caitlin
20 Upper Kensington Dr.
East Lyme, CT 06333

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraughty, Esq.
38 Granite Street
New London, CT 06320

To: Steven J & Linda F. Thomas
26 Upper Kensington Dr.
East Lyme, CT 06333



PS Form 3817, April 2007 PSN 7530-02-000-9065



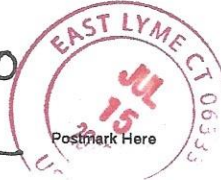
Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraughty, Esq.
38 Granite Street
New London, CT 06320

To: Town of East Lyme
P.O. Box 519
Niantic, CT 06357



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraughty, Esq.
38 Granite Street
New London, CT 06320

To: Niantic Real Estate LLC
P.O. Box 452
East Lyme, CT 06333



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamps or meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Paul Geraghty, Esq.
38 Granite Street
New London, CT 06320

To: English Harbour Assortment
1741 Pioneer Avenue, Suite 1939
Cheyenne, WY 82001



| Product | Qty | Unit Price | Price |
|--|-----|------------|----------------|
| First-Class Mail® Letter Domestic EAST LYME, CT 06333 Weight:0 Lb 0.30 Oz Estimated Delivery Date Saturday 07/18/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| First-Class Mail® Letter Domestic EAST LYME, CT 06333 Weight:0 Lb 0.30 Oz Estimated Delivery Date Saturday 07/18/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| First-Class Mail® Letter Domestic EAST LYME, CT 06333 Weight:0 Lb 0.30 Oz Estimated Delivery Date Saturday 07/18/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| First-Class Mail® Letter Domestic CHEYENNE, WY 82001 Weight:0 Lb 0.30 Oz Estimated Delivery Date Monday 07/20/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| First-Class Mail® Letter Domestic EAST LYME, CT 06333 Weight:0 Lb 0.30 Oz Estimated Delivery Date Saturday 07/18/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| First-Class Mail® Letter Domestic EAST LYME, CT 06333 Weight:0 Lb 0.30 Oz Estimated Delivery Date Saturday 07/18/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| First-Class Mail® Letter Domestic NIANTIC, CT 06357 Weight:0 Lb 0.30 Oz Estimated Delivery Date Saturday 07/18/2020 | 1 | \$0.55 | \$0.55 |
| Cert of Mail Affixed Amount:\$0.00 | | | \$1.50 |
| Total: | | | \$14.35 |

Credit Card Remitd \$14.35
Card Name:MasterCard
Account #:XXXXXXXXXXXX1325
Approval #:02287C
Transaction #:985
AID:A0000000041010 Chip
AL:MASTERCARD
PIN:Not Required MASTERCARD

EXHIBIT CC

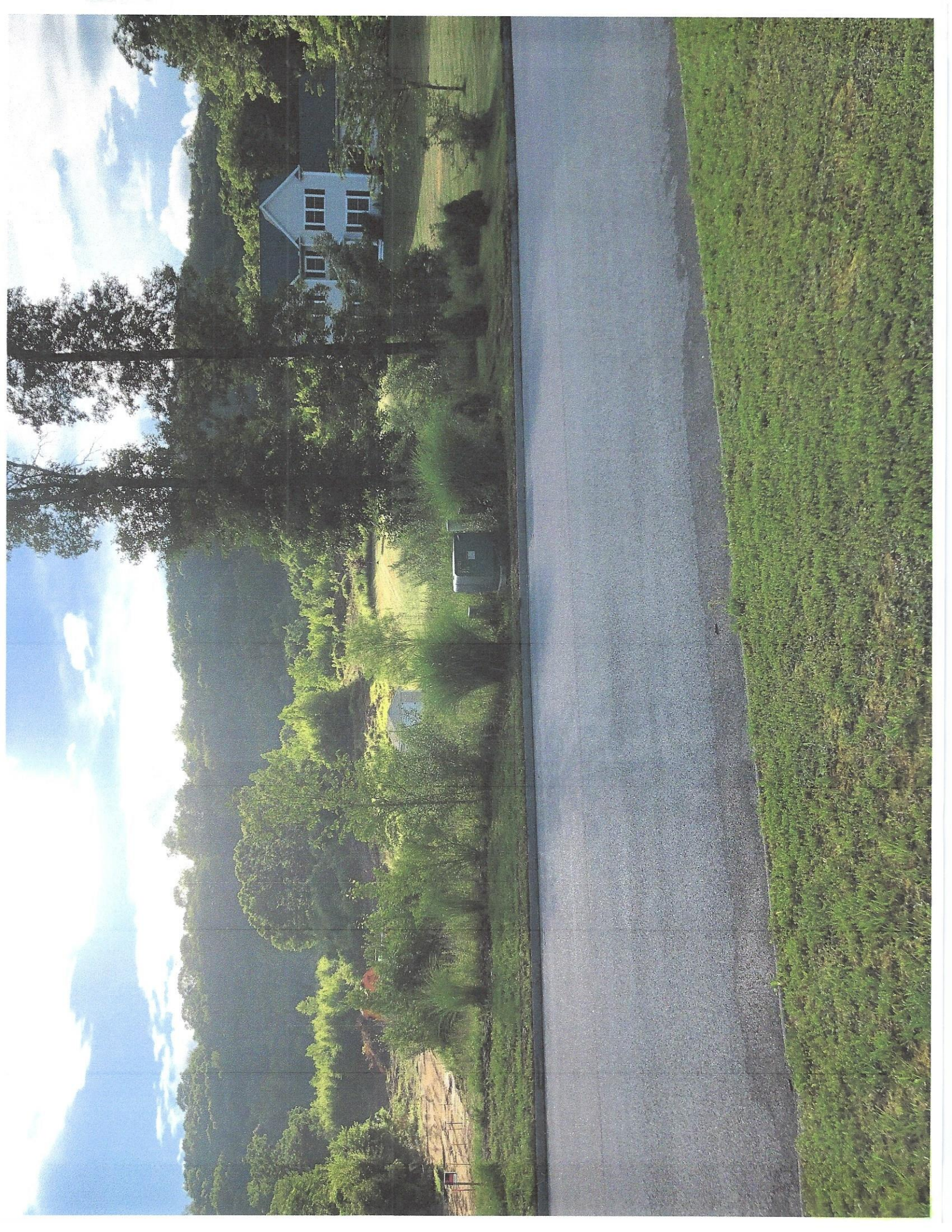


EXHIBIT DD

AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

647

WHEREAS, Niantic Real Estate Limited Liability Company imposed a certain Declaration of Covenants and Restrictions with respect to "the Nottingham Hill Subdivision", which Declaration of Covenants and Restrictions is recorded at Volume 614, Page 424 of the East Lyme Land Records; and

WHEREAS, said Declaration was amended by Amendment filed at Volume 678, Page 650 of the East Lyme Land Records; and

WHEREAS, pursuant to Paragraph S of the Amended Declaration, the Declarant reserves the right to amend said Declaration until the conveyance of more than ninety (90%) percent of all lots within all sections of the subdivision; and

WHEREAS, the Declarant has not yet conveyed ninety (90%) percent of such lots.

WHEREAS, it is intended that there will be future subdivision of such remaining land, together with any land which may be annexed thereto.

NOW THEREFORE, in accordance with the rights reserved in said Paragraph, the Declarant hereby amends in part, and restates in part, said Declaration of Covenants and Restrictions, it being the intention hereof to replace said Amended Declaration with this Amended Declaration.

This Declaration of Covenants and Restrictions being imposed herewith by Niantic Real Estate Limited Liability Company hereinafter referred to as The Declarant and is intended to benefit and burdon all lots in said subdivision which shall be divided from existing land, or any future land which shall be annexed thereto, which at present consists of the lots 1-22, 24-28, 30, 31, 33, 48 and 49, shown on the following plans of record:

"NOTTINGHAM HILLS SUBDIVISION PROPOSED 7-LOT RESIDENTIAL COMMUNITY IN EAST LYME, CT SCALE 1" = 800' REV THRU 10/11/01 BY ANCHOR ENGINEERING SERVICES, INC."

AEB

"LOT LINE REVISION LOT 7 NOTTINGHAM HILLS SUBDIVISION PREPARED FOR NIAN TIC REAL ESTATE LLC. KENSINGTON DRIVE EAST LYME CT. SCALE 1" = 40' DATED 3/23/03 REVISED THRU 5/13/03 BY ANCHOR ENGINEERING SERVICES, INC."

"SUBDIVISION PLAN 2 LOT SUBDIVISION FOR TORRANCE FAMILY LIMITED PARTNERSHIP KENSINGTON DRIVE EAST LYME CT DATED 4/30/03 REVISED THRU 5/23/03 BY ANCHOR ENGINEERING SERVICES, INC."

"NOTTINGHAM HILLS SUBDIVISION PHASE IIA NIAN TIC REAL ESTATE, LLC EAST LYME, CT DATED 4/10/04 REVISED 7/10/04 BY J. ROBERT PFANNER & ASSOCIATES, P.C."

"NOTTINGHAM HILLS SUBDIVISION PHASE 3 NIAN TIC REAL ESTATE, LLC East Lyme, Connecticut, AUGUST 1, 2005 REV THROUGH 12/5/05 J. ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS"

A. RESIDENTIAL USE:

Each lot shall be maintained and used solely and exclusively for a single family residence, including home professional pursuit not requiring regular visits from the public, together with one garage designed to accommodate no more than four automobiles. No aluminum or sheet metal outbuildings shall be erected on the lots.

B. A. APPROVALS:

(1) No dwelling house or other structure shall be erected on any lot until the plans and specifications with the proposed site plan have been submitted to and approved by the Declarant as to exterior appearance, design and location of structure(s) on such lot, and a written permit issued by Declarant. Said site plan shall contain a block for signature by the Declarant which in substance shall say "This plan has been reviewed and approved by Niantic Real Estate, Limited Liability Company or its successor." The Declarant shall issue a notice of approval which shall identify the lot number, and a brief description of the dwelling so approved, which notice shall be recorded on the land records by the owner. Design shall be required to be in harmony with existing neighborhood structures and the natural terrain of the lot as graded in accordance with the subdivision plan. In addition to all other requirements set forth herein, no log buildings or raised ranch style homes shall be approved on any lot. Each building erected on a lot shall have an exterior facade of

cedar clapboard, cedar shingle, clay brick, natural stone or high-grade vinyl siding. All roofs to be architectural shingles.

(2) Each lot owner shall be required to provide evidence of a suitable Erosion and Sedimentation Plan for all construction to be accomplished on lots. Each such lot owner shall be responsible to maintain such erosion and sedimentation controls through the course of any construction, and to the extent such construction shall create any erosion and sedimentation outside the respective lot area, it shall be the responsibility of such lot owner to bear the cost of the clean up of any such erosion and sedimentation. The Declarant or any successor thereof, may, at the time of approval of the plans pursuant to subsection 1, require that such lot owner post a bond not to exceed Twenty-Five Thousand (\$25,000.00) Dollars, to assure that proper erosion and sedimentation controls are in place, and that any erosion or sedimentation which shall occur off site as a result of such construction, shall have been cleaned and/or repaired. Said erosion and sedimentation bond shall be released by the Declarant and/or his successor, at such time as a certificate of occupancy has been issued for the construction, and the lot has been sufficiently stabilized, such that there is no further danger of erosion and sedimentation off the relevant lot. Said erosion and sedimentation bond shall take the form of a savings account in the joint name of the lot owner and the Declarant, requiring both signatures for any withdrawals, and the lot owner shall execute two bland Withdrawal Slips at the time of the posting of said bond. The parties shall also execute a Bond Agreement which shall indicate in substance, that the Declarant may withdraw such funds from the savings account as shall be necessary for any cleanup after notice to the lot owner of a failure to take property erosion and sedimentation measures, and/or the creation of erosion or sedimentation off site, and more than five (5) days shall have passed and the lot owner shall have failed to remedy the default of the foregoing. Provided however, in the event of emergency, where immediate action must be taken by the Declarant to avoid immediate and irreparable sedimentation, the Declarant may undertake such action as may be necessary, without such notice.

C. TIME OF CONSTRUCTION:

When any dwelling shall be constructed on any lot, such construction shall be completed within one (1) year after construction was begun, and thereafter within 120 days

of completion, all finished grading and landscaping shall be completed, weather permitting. Landscaping shall consist at minimum of four (4") inches of screened loam in areas of lawn and sufficient plantings in the front yard to screen foundation areas.

D. LIVING AREA:

The following shall be the minimum square feet of living area, per dwelling, exclusive of open porches, garages or basements:

2 story: 2,600 square feet.

1.5 story: 2,600 square feet.

1 story: 2,600 square feet minimum 8/12 roof pitch.

The square footage of bonus rooms over garages whether or not finished can be included in the total square footage calculation.

E. TEMPORARY STRUCTURES:

No structure of a temporary character shall be constructed on any lot either temporarily or permanently. No trailer, recreational vehicle, tent, shack, garage, hoop house or any outbuilding erected on any lot shall be used as a residence temporarily or permanently.

F. PROPERTY MAINTENANCE:

Each lot owner shall use the mailbox supplied by the Developer. If that mailbox is damaged or stolen, the property owner is required to replace it with the same model.

Each lot owner shall keep his/her lot and all improvements thereon in good order and repair and free of debris. Lawns and yards shall be maintained in a neat and orderly appearance. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which shall be or which may become an annoyance or nuisance to the neighborhood. No basketball hoops or other sporting facilities shall be placed in the streets adjacent to lots. No high intensity lighting which shall shine outside the lot shall be permitted. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or waste shall be kept on any lot except in enclosed sanitary containers which are not visible outside of the dwelling house which has been constructed on the lot. No incinerators, dumpsters or other equipment for the disposal of such material shall be kept or maintained on any lot.

G. VEHICLES:

No trucks larger than three-quarter (3/4) ton in size, trailers, unregistered vehicles, which are not in working condition (except in an emergency), recreation vehicles (including motor and mobile homes), All Terrain vehicles, motorcycles, snowmobiles or unregistered boats shall be permitted on any lot, except for commercial trucks owned by third parties providing a commercial service to the owner of the lot or unless kept totally within the garage located on the lot. Registered boats kept outdoors shall be screened from view of the public streets with landscaping materials.

H. SIGNS:

No signs are permitted to be posted on any lot except for a SINGLE "For Sale" sign not to exceed two feet by two feet. Homeowners or their agents shall not use HOA property or the town rights of way for the placement of any signs. This shall not apply to the Declarant.

I. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision except that dogs, cats or household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No house-kept pigs of any kind or animal husbandry shall be allowed.

J. SATELLITE DISHES, ET CETERA:

No device for the transmission or reception of radio or television signals shall be installed on any lot and no satellite dish transmission receivers shall be erected on any lot except that this paragraph shall not apply to satellite dish transmission receivers or similar devices not to exceed 24" in diameter which shall not be visible from the street.

K. UTILITIES:

All utilities shall be underground unless waived by the Declarant because of distance or other physical limitations. The Declarant, its successors and assigns, reserve an easement for the installation and maintenance of utilities on each lot prior to the time that a building permit is issued for the house constructed on that lot.

L. SWIMMING POOLS:

No above-ground swimming pools shall be permitted on any lot.

M. DRIVEWAYS:

All driveways shall be paved, block or cobblestone.

N. EXTERIOR CLOTHES LINES:

No exterior clothes or wash lines shall be permitted on any lot.

O. TERMINATION OF RIGHTS:

Declarant's right to approve plans as set forth in paragraph B hereof shall terminate upon the earliest to occur of the following: (i.) At such time as neither the Declarant nor any assignee of the rights of Declarant to approve plans shall own any of the lots affected by this Declaration; or (ii.) At such time as said rights are released by Declarant or said assignee. For all purposes hereunder, any entity which shall receive the conveyance of all or substantially all of the remaining unfurnished lots in the subdivision shall be deemed the successor Declarant, notwithstanding the fact that no specific assignment of the rights hereunder shall have occurred. Such successor Declarant shall have the right to enforce these regulations in the same fashion as did the original Declarant.

The remaining covenants, reservations and restrictions contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date of recording. Said covenants shall thereafter automatically continue unless a majority of the lot owners of the lots shall, by majority vote, repeal or modify the covenants. The owner or owners of each lot shall be entitled to one vote and if any lot is owned by more than one owner, and if said owners can not agree with regard to their vote, then the owner of said lot shall be deemed to have abstained with regard to any vote being taken hereunder.

P. FURTHER SUBDIVISION:

No lots shall be further subdivided or resubdivided. This shall not apply to the Declarant or his Assignee.

Q. ENFORCEMENT:

Enforcement of the covenants, reservations and restrictions, or any of them, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations by injunctive relief, or to recover damages. Court costs and reasonable Attorney's fees shall be recovered by the prevailing party.

R. INVALIDATION:

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. If this covenant is held not to apply to one or more phases of the subdivision for any reason, it shall nevertheless remain valid and enforceable for the other phases.

S. AMENDMENTS:

This Declaration may be amended by Declarant or any assignee of Declarant's rights until the Declarant or said Assignee shall have conveyed more than ninety (90%) per cent of the lots within all sections of said subdivision, or at such time as said rights are released by the Declarant or said Assignee.

However, the Declarant or its Assignee further reserves the right to amend this Declaration at any time, if such amendment is required by a mortgage lender.

T. ZONING:

Any dwelling constructed on the lot within the subdivision shall comply with and meet all requirements set forth in the Town of East Lyme Zoning Regulations, as the same may be amended from time to time. In the event of a conflict between the zoning regulations and these restrictions, the most restrictive shall apply.

U. OPEN SPACE:

It is anticipated that there shall be open space dedicated in conjunction with a future phase or phases of this subdivision and the lots in Phases 1 and IIA shall have all the rights and responsibilities with respect to such open space area as shall such future lots. The Declarant reserves the right to adjust boundaries of open space areas as shall be shown in Phase 1, 2A and III, in conjunction with the realignment and/or creation of additional lots and future phases provided that such realignment and/or dedication of open space shall comply with the East Lyme Subdivision Regulations.

V. HOMEOWNERS' ASSOCIATION:

It is anticipated that in the future, a Homeowners Association shall be formed as the body politic of the lot owners and for the purpose of preserving and/or maintaining such open space areas. By acceptance of deeds in Phase I, the lot owners agree to be bound by the terms and conditions of such Association including such charges as may be deemed appropriate by that Association for the purpose of maintenance and/or preservation of such

open space areas. Provided, however, any such assessments and/or charges may not exceed the amount specified in Section 47-213 of the Connecticut General Statutes as the same may be modified from time to time, and may not be increased during any period of Declarant control except as provided in § 47-215 (a)(3)(B). The Declarant shall bear the cost of all such charges until such time as at least sixty (60%) per cent of the total lots in said subdivision shall have been conveyed by the Declarant and/or its Assignee, provided however, until the earlier of the time 60% of all said lots shall have been sold, or five (5) years from the date hereof, the Declarant shall have full voting control over said Association. Each lot in said subdivision shall be dedicated one vote in the affairs of any such Association.

Dated at Niantic this 3rd day of February 2006.

Signed, sealed and delivered in the presence of:

Theodore A. Harris
Jill P. Lloyd

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

By: Jeffrey A. Torrance L.S.
Jeffrey A. Torrance, its Manager, duly authorized.

STATE OF CONNECTICUT

ss: Niantic

February 3, 2006

COUNTY OF NEW LONDON

On this the 3rd day of February, 2006 before me, the undersigned officer, personally appeared JEFFREY A. TORRANCE who acknowledged himself to be the Managing Member of Niantic Real Estate Limited Liability Company, and that he, as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as said Managing Member.

In witness whereof, I hereunto set my hand and official seal.

Theodore A. Harris
Commissioner of the Superior Court
~~Notary Public~~
My Commission Expires: _____

Recorded Feb 15 2006
10:30 AM
East Lyme Town Clerk

EXHIBIT EE

New London, CT 06320 **CORRECTED ASSIGNMENT OF DECLARANT RIGHTS**

WHEREAS, NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY was a developer of a Subdivision known as Nottingham Hills; and

WHEREAS, in conjunction with said development, **NIANTIC REAL STATE LIMITED LIABILITY COMPANY** prepared and recorded a Declaration of Covenants and Restrictions originally recorded at Volume 614, Page 424 of the East Lyme Land records; and

WHEREAS, said Covenants and Restrictions have been amended from time to time by the said Declarant including an Assignment of Declarant Rights to **NEW ENGLAND NATIONAL LLC** that was recorded at Vol. 802, Page 753 of the East Lyme Land Records; and

WHEREAS, as of the date hereof, the Declarant and the successor Declarant have conveyed substantially all of the lots and remaining undeveloped land in said subdivision to **ENGLISH HARBOUR ASSET MANAGEMENT LLC,** and

WHEREAS, pursuant to Paragraph O of said Declaration, a successor entity which shall receive the conveyance of all or substantially all the remaining unfinished lots shall be deemed the successor declarant with all the rights of the original Declarant in enforcing and/or amending said Declaration; and

NOW THEREFORE, in conjunction with said conveyance, **NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY** and **NEW ENGLAND NATIONAL LLC,** hereby assign their respective rights as Declarant to **ENGLISH HARBOUR ASSET MANAGEMENT LLC,** with all the powers, rights and authority previously vested in

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY as the original Declarant
and **NEW ENGLAND NATIONAL LLC** as Successor Declarant.

Dated this 17th day of March, 2020

**NIANTIC REAL ESTATE LIMITED
LIABILITY COMPANY**

As to both:

[Signature]
Cheryl R. Barber

[Signature]
Paul M. Geraghty

By

[Signature], Manager

Jeffrey A. Torrance, Manager

NEW ENGLAND NATIONAL LLC

By

[Signature], Asst Manager

Jeffrey A. Torrance, Assistant Manager

THIS CORRECTED ASSIGNMENT OF DECLARANT RIGHTS IS FILED AS A COURTESY TO COUNSEL TO THE CURRENT OWNER OF LOT 29. THE SOLE CHANGE TO THE ASSIGNMENT DATED DECEMBER 19, 2019 IS THAT IT INCLUDES A NOTARY SIGNATURE AND ACKNOWLEDGEMENT.

STATE OF CONNECTICUT)

COUNTY OF NEW LONDON)

ss: New London March 17, 2020

On this the 17th day of March, 2020 before me, the undersigned officer, personally appeared Jeffrey A. Torrance, as Manager of Niantic Real Estate LLC and Assistant Manager of New England National LLC, known to me (or satisfactorily proven) to be the persons whose name is transcribed to the foregoing document and acknowledged same to be her free act and deed, and the free act and deed of the company, before me.

[Signature]
Notary Public Cheryl R. Barber
My Commission Expires 9/30/2020



RECEIVED FOR RECORD
Mar 18 2020 09:33:00A
Karen Miller Galbo
EAST CYRUS CT

EXHIBIT FF

JEF HcN

WARRANTY DEED-STATUTORY FORM

NEW ENGLAND NATIONAL, L L C , a Connecticut limited liability company with its principal place of business in the Town of East Lyme, County of New London and State of Connecticut, for consideration paid, ONE and 00/100 (\$1.00) Dollar grant to JEFFREY J. MOORE of the Town of Old Lyme, County of New London and State of Connecticut with WARRANTY COVENANTS,

A certain tract or parcel of land and the improvements thereon known as Lot # 22, 26 Upper Kensington Road and located in the Town of East Lyme, County of New London and State of Connecticut more particularly described on Schedule "A" attached hereto and made a part hereof by this reference.

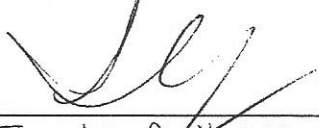
Said premises are conveyed subject to any and all provisions of any ordinance, municipal regulation or public or private law, including planning and zoning.

Said premises are conveyed subject to municipal and utility easements as of record may appear.

The Grantee herein assumes and agrees to pay any and all taxes and/or assessments on the property being conveyed by this deed and hereinafter coming due.


Signed this 17th day of January, 2012.

WITNESSED BY:

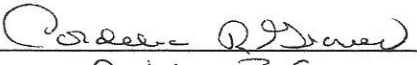


Theodore A. Harris

NEW ENGLAND NATIONAL , LLC

by: 

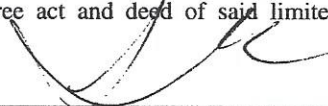
Jeffrey Torrance, Assistant Manger
Duly Authorized



Cordelia R. Graves

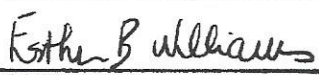
STATE OF CONNECTICUT)
) ss: Niantic
COUNTY OF NEW LONDON)

Personally appeared, Jeffrey Torrance, Assistant Manager of New England National, LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.



Theodore A. Harris
Commissioner of the Superior Court

Latest Mailing Address of Grantee:
2 Brighton Road, Old Lyme, CT 06371

No
CONVEYANCE TAXES COLLECTED


TOWN CLERK OF EAST LYME

SCHEDULE A

Lot #22 Upper Kensington Drive
aka 26 Upper Kensington Drive

Nottingham Hills
East Lyme, Connecticut

All that certain piece or parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut, known and designated as Lot #22 on that certain map entitled "BOUNDARY LOT LAYOUT AND OPEN SPACE UPPER KENSINGTON DRIVE NOTTINGHAM HILLS SUBDIVISION PHASE 3 NIAN TIC REAL ESTATE, LLC EAST LYME, CONNECTICUT, SHEET SD3, DATED AUGUST 1, 2005 SCALE 1 INCH = 60 FT, REVISED THROUGH 12-02-05" prepared by J. ROBERT PFANNER & ASSOCIATES, P.C." which map is filed in the Office of the East Lyme Town Clerk to which reference may be had.

Said premises are further conveyed subject to the following:

An Easement granted to the Connecticut Light and Power Company by instrument dated September 18, 2002 and recorded May 1, 2003 in Volume 614, Page 422 of the East Lyme land records.

A Declaration of Covenants and Restrictions dated May 1, 2003 in Volume 614, Page 424 of the East Lyme land records. Said Declaration was amended by Amended Declaration of Covenants and Restrictions dated July 29, 2004 and recorded in Volume 678, Page 650 of the East Lyme land records.

A Development and Open Space Covenant dated December 29, 2004 and recorded July 29, 2004 at Volume 653, Page 355 of the East Lyme land records.

An Electrical Distribution Easement to C L & P dated January , 2008 and recorded January 24, 2008 at Volume 794, Page 510 of the East Lyme land records.

An Amendment to the Declaration of Covenants and Restrictions recorded January 28, 2011 at Volume 865, Page 310 of the East Lyme land records.

A 5' Shade Tree Easement , setback lines, notes and notations and any facts as shown on a map entitled "Boundary Lot Layout, Upper Kensington Drive, Nottingham Hills Subdivision, Phase 3 Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD2 dated August 1, 2005, Revised through December 2, 2005".

Reserving the Right to Slope the land adjoining the street in accordance with a typical cross section.

Subject to and together with Notes and other items revealed on the above-referenced plan.

Said premises are further conveyed together with the right to pass and repass over Aberdeen Court and Upper Kensington Drive until such time as said roads are accepted by the Town of East Lyme.

Reserving the right to the Declarant, its successors and assigns to grant utility easements across the premises for service to the subdivision.

Said premises are conveyed together with rights granted at Volume 653, Page 353 a Declaration of Trail Easement dated December 19, 2003.

Recorded Jan 30 2012
1:41 PM Esther B. Williamson
East Lyme Town Clerk

EXHIBIT GG

DECLARATION OF COMMON EASEMENT AND MAINTENANCE

This Declaration executed this _____ day of _____, 2020 by PAZZ & CONSTRUCTION LLC, hereinafter referred to as "Declarant",

WHEREAS, THE Declarant is the owner of that certain piece or parcel of land shown as Lots 1, 2 & 3 on a map or plan entitled " Conservation Design Development, Nottingham Hills Subdivision, 4 lot Re-Subdivision of Lots 19 & 21" prepared by Gesick & Associates, P.C., 19 Cedar Island Ave., Clinton, Connecticut 06413 which map is on file in the land records of the Town of East Lyme.

WHEREAS, said lots are to be served by a common driveway as more particularly shown on said plan as "Driveway Easement Area", and;

WHEREAS, said driveway is for the benefit of all of the above-referenced lots.

WHEREAS, the rain garden is for the benefit of all of the above referenced lots.

NOW THEREFORE, the following shall be the rights, responsibilities and burdens of each of said lots with regard to said common driveway;

1. Each of said lots shall be burdened and benefitted by the common driveway and rain garden as shown on the above-referenced plan.
2. Said driveway shall be used by the respective lot owners for access to each of the individual lots and for the purposes of installation and maintenance of utilities serving such lots, and no individual lot may interfere with, block or otherwise impede the access to any other lot over said common driveway. Said rain garden shall be used by respective lot owners for drainage of impervious surfaces.
3. Each of said lots shall share equally the obligation to maintain said common driveway including, but not limited to snowplowing, repairing and/or replacement of pavement, and landscaping and maintaining the landscaped area adjacent to the paved portion of the driveway and withing the rain garden.
4. Each lot owner shall have one vote in determining the nature and extent of a required maintenance, repair and/or replacement, and the vote, either in person or by consent, of the majority of lot owners shall be sufficient to bind all lot owners with regard to any common expenses needed for the repair, replacement and/or maintenance of said common driveway.
5. The successful party of any litigation regarding the obligations hereunder shall be entitled to all costs including reasonable attorney's fees.

The rights, responsibilities and benefits and burdens shall inure to the benefit of all

of the above-referenced lots, and shall bind the Declarant, its successors and assigns, and shall be deemed a real covenant which shall run with the land.

Signed this _____ of _____, 2020.

WITNESSED BY:

PAZZ & CONSTRUCTION LLC

By: _____
Jason Pazzaglia, its Manager
DULY AUTHORIZED

STATE OF CONNECTICUT)
) ss: Niantic
COUNTY OF NEW LONDON)

Personally appeared, Jason Pazzaglia, Manager of Pazz & Construction LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

EXHIBIT HH

ENGLISH HARBOUR ASSET MANAGEMENT, LLC
1712 Pioneer Avenue , Suite 1939
Cheyenne, Wyoming 82001
(307) 256-7229

March 17, 2020

Danielle Holmes
Ledge Light Health District
216 Broad Street
New London, CT 06320

Re: Lot Line Revision and Re-Subdivision Nottingham Hills Lot 19
AKA 22 Upper Kensington Drive and Lot 21
AKA 24 Upper Kensington Drive

Dear Danielle:

Enclosed please find a B-100 for revised lots 19 & 21 together with an Application for Subdivision Feasibility for the two new proposed lots. I have also enclosed the following;

1. One (1) 24" x 36" and one (1) 11" x 17" plan titled "Conservation Design Development, Nottingham Hills Subdivision, 4 Lot Resubdivision of Lots 19 & 21".
2. Sheets SD1, SD 2, SD 5 and SD14 of the final approved Nottingham Hills Subdivision Phase 3 plans recorded in the East Lyme Land Records on December 16, 2005 beginning at Drawer 6 # 287. Ex. 1.

I have highlighted the test hole results on sheet SD 14 that we have used in the preparation of this re subdivision plan as follows:

- Proposed Lot 1: Test hole data for #332 highlighted in yellow.
- Proposed Lot 2: Test hole data for #'s 513, 349 & 349A and perk test results highlighted in blue. (Existing Code Compliant Septic Area)
- Proposed Lot 3: Test hole data for # B and the perk test results highlighted in orange. (Existing Code Compliant Septic Area)
- Proposed Lot 4: Test hole data for # A highlighted in green.

PLEASE NOTE LOT #4 WILL BE CONVEYED TO THE EAST LYME LAND TRUST, INC. FOR PUBLIC OPEN SPACE AND WILL BE SUBJECT TO A CONSERVATION EASEMENT. ACCORDINGLY THIS LOT SHOULD BE REVIEWED FOR FEASIBILITY AS A ONE BEDROOM SYSTEM ONLY. PLEASE SEE ATTACHED EX. 2.

Please feel free to contact me at 434-409-9515 or kristentclarke@gmail.com should you have any questions or need to discuss this matter further.

Sincerely,

A handwritten signature in cursive script that reads "Kristen Clarke".

Kristen T. Clarke

cc: Paul Geraghty, Esq.
Jason Pazzaglia



| |
|---|
| App No. _____ |
| Check No. _____ |
| Receipt No. _____ |
| REVIEW FEE: \$25.00 |
| w/site visit or soil test: \$50.00 |
| Make check to LLHD or pay online |
| at www.LLHD.org rev 4/30/17 |

Promoting
healthy
communities

B100a: Application for Building Addition, Change in Use, Accessory Structure, or Lot Line Change

Note: Please include the following with your application:

1. A scaled site plan of your property showing property lines, existing buildings, septic system (s), water line (s) well (s), and proposed building addition or accessory structure.
2. For additions of living space: existing and proposed floor plans.
3. Soil testing information, if available.

Date: _____ Property Address: builder lots 19&21 Upper Kensington Dr Town: East Lyme

Applicant Name: Kristen T. Clarke, P.E. Phone: 434-409-9515

Email: Kristentclarke@gmail.com

Applicant Address (if different from above): 20 Risingwood Dr., Bow, NH 03304

Property Water Supply: Well (s) Public Water Both

Type of Application:

- Building Addition (e.g., adding rooms or 2nd floor, finishing attic or basement); additional bedrooms _____
- Building Change in Use or Conversion (e.g., office or retail to food service; home winterization)
- Accessory Structure (Garage, Shed, Deck, Pool, etc.)
- Lot Line Change

Please provide a brief description of the proposed project: Lot line revisions of Nottingham Hills Subdivision lots 19 & 21 to accommodate 2 new lots one of which be dedicated for Open Space (lot: _____

Signed: _____ * Applicant attests that project information is the same as that supplied to the Building Department (if applicable).

Reviewed by: _____ Title: _____ Approved Denied

Signed: Kristen Clarke Date: _____

Comments: _____

New England National LLC

1890 Palmer Avenue,
Suite 303
Larchmont, NY 10538

914-834-0291 (Office)
914-834-0566 (Fax)
newenglandnational@gmail.com

May 29, 2014

HAND DELIVERED

Mr. Ryan McCammon
Ledgelight Health District
216 Broad Street
New London, CT

Dear Ryan:

The attached check in the amount of \$900.00 is for the fees associated with test holes in conjunction with the re-subdivision and or lot-line modification of 197 Upper Pattagansett Road and the re-subdivision of lots 19 and 21 of Nottingham Hills Subdivision both of course located in East Lyme.

Bob Pfanner and or Jason Pazzaglia are going to work out the scheduling with you directly.

I have attached a preliminary plan for 197 Upper Pattagansett Road. We are still working on lot 19/21 re-subdivision plan.

Sincerely,

Jeffrey A. Torrance

ROBERT ALLEN BLATT
25 OCEAN AVE.
LARCHMONT, NY 10538

1-2
210 466

3716

~~DATE~~ 4/16/14

Pay to the order of Ledge Light Health District

\$ 900.00

Nine hundred + ^{xx}/₁₀₀

~~VOID~~



Security Features
Included.
Details on Back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

~~MEMO~~ TEST

(NEW LLC
Advance)

Robert Blatt

MP

⑆021000021⑆

151088062365⑈3716



| |
|---|
| App No. _____ |
| Check No. _____ |
| Receipt No. _____ |
| REVIEW FEE: see application Make check to LLHD or pay online at www.LLHD.org rev 4/30/17 |

Promoting
healthy
communities

Application for Septic Plan Review

Notes:

1. Please provide a scaled site plan of the property with an accurate parcel address – one copy, two copies if state review is required.
2. If requesting a septic design plan review, please submit building plans including floor plans of all levels and all structure.
3. If requesting subdivision plan review for a town commission approval, please provide the date of the commission meeting under "Additional Information" below.

Date: 3/2/2018 Property Address: builder lots 19&21 Upper Kensington Dr. East Lyme Town: East Lyme

Applicant Name: Kristen T. Clarke, P.E. Phone: 434-409-9515

Email: kristentclarke@gmail.com Fax: _____

Applicant Address (if different from above): _____

Property Water Supply: Well (s) Public Water Both

Type of Review Requested:

- Septic Design Plan - Single Lot (Fee: \$155 – includes 1 revision)
- Revision of Septic Design Plan (beyond one revision) (Fee: Half of Plan Review Fee)
- Subdivision Feasibility / commission review. Number of lots: 2 (Fee: \$150 per lot)
- State DPH review (e.g., septic systems >2000 gpd; request for State exception) (Fee: \$100)

Additional Information:

Signed: Kristen Clarke

Assigned to: _____ Title: _____

Date Received: _____