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Bonnano, LLC**
Attorneys at Law

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October 25, 2020

Kirk Scott, Chairman
Town of East Lyme
Planning Commission
108 Pennsylvania Avenue
Niantic, CT 06357

Re: Nottingham Hills Subdivision
Lot Line Revisions/Re-Subdivision
Lots 19 & 21

Dear Chairman Scott

Please add to the record this response to the email dated July 24, 2020 from Christine Stahl, et. al. that appears in the record of this application as Ex.DD. I attach that communication as Ex. 1 to this reply

In response to Ms. Stahl's letter we respond as follows;

As initial matters I enclose as Ex. 2 the Amended Declaration of Covenants and Restrictions recorded in Book 733 Page 343 of the East Lyme Land Records on February 15, 2006. This document has already been provided as an exhibit to the record of this application as Ex. DD. These are important as they will rebut virtually every claim that has been made by Ms. Stahl. I also note that none of the signatories to this above referenced communication ("the residents") bought their property from my client or the original developer of the Nottingham Hills Subdivision. I have attached the deeds to the resident's properties as Ex. 3.

- 1) Letter point 1. This claim is false in that each and every lot in the subdivision is subject to the Declaration of Covenants and Restrictions ("the Declaration") which was imposed by my client's predecessor prior to the sale of any lots in the subdivision

being conveyed. That filing in the land records put every purchaser on notice of certain requirements/restrictions that was imposed on each lot purchased. The Declarant's rights were assigned, to my client effective based upon the filing recorded at Vol. 1026 page 745 of the East Lyme land records (Ex.4). I would note a phased plan of development was contemplated by the Declaration as follows (page 1);

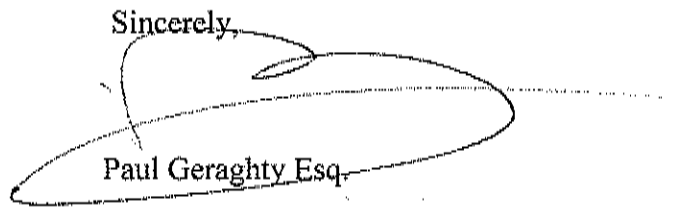
“This Declaration of Covenants and Restrictions being imposed herewith by Niantic Real Estate Limited Liability Company hereinafter referred to The Declarant and is intended to benefit and burden all lots in said subdivision which shall be divided from existing land, or any further land annexed thereto,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

- 2) The claim that “regrettably, we were denied this opportunity due to the absence of any designated “common spaces” is also not true. We would respond as follows;
 - All of the Open Space required of this subdivision was provided in 2004. No additional Open Space was or is required. However, my client has provided an additional 12 acres of open space. Based upon the current total land area of 107+ acres meaning we could, and may, expand the land area of the subdivision by as much as 36 acres before the requirement for additional open space would be required.
 - Nothing prevented the “residents” establishing a “Homeowners Association” despite their claim to the contrary. What is omitted is that as a matter of law such an association would have no force or effect as all such matters will be controlled by my client for the foreseeable future.
- 3) The Claim that Kristen Clarke PE has a conflict of interest is utterly absurd. The application for the pending application was signed by Mrs. Clarke PE as manager of the legal entity that owns this property. The fact she has an interest in the owner does not disqualify her from working on or presenting he application. The claim that an “independent assessment need to be completed to assess any potential environmental impact” is disproven by the reviewing actions of the East Lyme Inland Wetlands Agency, and town staff with regard to the pending application.
- 4) The issue with ledge has been addressed with this commission. If and when any blasting occurs it will require a permit from the Town of East Lyme Fire Marshall who will require all necessary precautions be taken. I would note many of the homesites in this subdivision and others in the vicinity (Darrow's Ridge and the Orchards by way of example and not limitation) where blasting occurred and occurs on a regular basis with existing homes nearby without issue.
- 5) These issues have already been addressed and rebutted in the response to the claims of alternate Member Brian Bombach. (See application record Ex. X exhibits 1 thru 33 inclusive).

In the final analysis none of the claims made by the "residents" are true, each of which have been easily rebutted herein and they all they therefore should not impact this application's approval.

Finally, I enclose as Ex. 5 a letter sent by this office to the abutter Mr. Thomas on August 10, 2020. Based on concerns he raised at the site walk the lot was offered for sale to him should he be so concerned about its development. 19. Neither my office nor the contract purchaser, Mr. Pazzaglia, has received a response from Mr. and or Mrs. Thomas

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Geraghty Esq.", is written over a horizontal dotted line. The signature is stylized and somewhat illegible.

Paul Geraghty Esq.

Enc.

Cc Gary Goeschel via email w/enc.

EXHIBIT 1

EX. DD

July 24, 2020

Dear Planning Commissioner,

The signatories of this letter are residents of the Nottingham Hills subdivision in East Lyme, CT. This letter is provided to convey our collective concern regarding the proposed re-subdivision of existing lots within the development.

Specifically, there is a proposal before the Town Planning Commission for a 4-lot re-subdivision of two lots on Upper Kensington Drive. In your letter to Ms. Kristen T. Clarke, dated June 30, 2020 the lots are cited as 22 and 24 Upper Kensington Drive. In Ms. Clarke's Application for Determination of Permitted/Non-Regulated Activity dated March 2, 2020 the lots are cited as 19 and 21 Upper Kensington Drive.

Of primary concern is the manner and process by which the Town of East Lyme has permitted the land development company to continually revise specifications and requirements for building within the subdivision. Over the past 15 years, there have been six re-subdivisions and associated changes to the requirements for developing lots and building homes. These modifications were approved by the Town of East Lyme as part of "phased" plans submitted by the land developer. This information was only fully discovered after we, the residents, met with legal counsel in the hope of establishing a Homeowner's Association in an effort to preserve the integrity of the neighborhood. Regrettably, we were denied this opportunity due to the absence of any designated "common spaces" in the approved plan(s).

①
②

During the June 8, 2020 Wetlands Commission Hearing, the attorney representing the land development company submitted an environmental impact assessment completed by Ms. Kristen T. Clarke, PE. Specific to this assessment were details regarding the environmental impact of dividing the two existing lots into four lots and constructing a "rain garden" to collect runoff from the properties. At no time was it acknowledged that Ms. Clarke is related to the land developer. One might conclude that this presents a conflict of interest and an independent assessment needs to be completed to assess any potential environmental impact. Regrettably, residents were not permitted to speak during the hearing and these issues were not addressed.

③

Another concerning issue is with regards to the new location for house 3. Originally, during the walkthrough with the Wetlands Commission, it was stated that the ledge area was not going to be impacted. However, the latest proposal shows placement of house 3 on the ledge area. There is concern that any blasting on or near the ledge or removal of portions of the ledge, which is very soft in some areas, could cause costly damage within the property bounds of the homeowners at 26 Upper Kensington Drive.

④

If you have the opportunity to drive through our neighborhood, you will appreciate the beautiful character and consistency we were promised when we purchased our homes. For every home, the driveway is entered directly from the street, the garages are all entered from the side and the houses have a relatively uniform look, style and size. These requirements were ensured in the bylaws for all new homeowners in earlier phases. We are very concerned that the proposed houses are not consistent with the design of our neighborhood. We ask that if you decide to allow this re-subdivision, that you will stipulate that the homes be built in a manner which will preserve the character and integrity of our neighborhood and keep our home values from falling.

⑤

Ex. DD

July 24, 2020

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From: Christine
To: Jennifer Lindo; Gary Goeschel
Subject: Public comment for 7/27 planning meeting
Date: Friday, July 24, 2020 12:37:16 PM
Attachments: Nottingham Hills final.docx

Hello Gary and Jenn,

Attached is a letter composed by residents of Nottingham Hills in reference to a re-subdivision plan which will be discussed at the next planning commission meeting on Monday, July 27. The homeowners who have signed this document are not all able to attend and speak during public comment so we request this be read aloud on our behalf. Could you please confirm the document will be read?

Thank you
Christine Stahl

Sent from my iPhone

EXHIBIT 2

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."

"LOT LINE REVISION LOT 7 NOTTINGHAM HILLS SUBDIVISION PREPARED FOR NIANTIC 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 NIANTIC 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 NIANTIC 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:

BOOK 733 PAGE 347

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
JEFF P. Lloyd

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

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

STATE OF CONNECTICUT

COUNTY OF NEW LONDON

SS: Niantic

February 3, 2006

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 T.A. & C.

EXHIBIT 3

WARRANTY DEED

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

2713

KNOW YE, THAT ERIC GREENSTEIN and HARRY PICAZIO, III, of the Town of Waterford, County of New London, and State of Connecticut, for the consideration of One (\$1.00) Dollar and other valuable considerations received to our full satisfaction of KEVIN J. HRICKO and JACQUELINE C. DILEO of Saline, Michigan, do hereby give, grant, bargain, sell and confirm unto the said KEVIN J. HRICKO and JACQUELINE C. DILEO,

That certain real property located in Town of East Lyme, County of New London and State of Connecticut, known as 4 Kensington Court, more particularly bounded and described in Schedule "A" hereto attached.

The grantee herein assumes and agrees to pay all taxes hereinafter due to the Town of East Lyme, Connecticut.

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

AND ALSO, We, the said Grantors do for ourselves and our heirs, administrators and assigns covenant with the said Grantees, their heirs, administrators and assigns, that at and until the enscaling of these presents, We are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in the manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, We, the said Grantors do by these presents bind ourselves and our heirs, administrators and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said Grantees, their heirs, administrators and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

\$799.50 \$399.75
CONVEYANCE TAXES COLLECTED
Esther B. Williams
TOWN CLERK OF EAST LYME

IRVING, DUBICKI & CAMASSAR
ATTORNEYS AT LAW
181 BROAD STREET - NEW LONDON, CT 06320
860-443-1864 860-442-4495

SCHEDULE ALot #8 Nottingham Hills

That certain piece or parcel of land known as Lot # 8 and shown on a map or plan entitled "SUBDIVISION PLAN 2 LOT SUBDIVISION PREPARED FOR TORRANCE FAMILY LIMITED PARTNERSHIP KENSINGTON DRIVE EAST LYME, CONNECTICUT DATED 4/30/2003 REVISED 5/19/03, REVISED 5/23/03 Scale 1" = 60' SHEET 1 OF 1 Anchor Engineering Services Inc." recorded in the land records for the Town of East Lyme to which reference may be had.

Said premises is conveyed together with a non-exclusive easement to pass and re-pass over an area shown as "Thirty-third easement in favor of Torrance Family Limited Partnership", as shown on a map or plan entitled "PLAN SHOWING TRAIL EASEMENT NIAN TIC REAL ESTATE, LLC LOCATED ON ABERDEEN COURT, EAST LYME, CONNECTICUT, NOVEMBER 30, 2003, J. ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS SCALE 1" = 40", which map or plan is on file in the Town Clerk's Office, Town of East Lyme. Said Easement to be more particularly described as follows:

1. The Grantee, its successors and assigns, shall have the right to pass and re-pass over the easement area for access to the above-captioned lot.
2. Said use shall be non-exclusive and the Grantor herein reserves all rights to the easement area not inconsistent with its use as an easement as aforesaid.
3. Said easement shall expire at such time as the easement area shall become a portion of a Town road providing access to the said lot. Provided however, in the event any such future road shall be a private road, said easement shall be maintained across the private road.
4. Said easement shall be for passage and re-passage only.
5. Except as shall have been specifically agreed with Nian tic Real Estate, LLC, the Grantee shall have the obligation to maintain said easement area.
6. Said premises is also subject to a ten foot trail easement as more particularly shown on the above-referenced easement plan.

Said premises are subject to a Declaration of Covenants and Restrictions and an easement to Connecticut Light and Power Company as record may appear.

Recorded JUNE 20 2004
 11:00 AM ESTHER BULLIAMS
 PM
 East Lyme Town Clerk

QUIT CLAIM DEED-STATUTORY FORM

2786

FIELDCREST BUILDING AND DEVELOPING, LLC, a Connecticut Limited Liability Company doing business in the Town of East Lyme. County of New London and State of Connecticut, for consideration paid, grant to NEW ENGLAND NATIONAL, LLC, a Connecticut Limited Liability Company, doing business in the Town of East Lyme, County of New London State of Connecticut, with QUIT CLAIM COVENANTS

A certain tract or parcel of land and the improvements thereon 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 Grantees herein assume and agree to pay any and all taxes and/or assessments on the property being conveyed by this deed and hereinafter coming due.

Signed this 6th day of Aug, 2008.

WITNESSED BY:

FIELDCREST BUILDING AND DEVELOPING, LLC

[Handwritten signature]

[Handwritten signature]
Robert Blatt, Manager

[Handwritten signature]
Jo-Carole D'Agostino

STATE OF CONNECTICUT)
Hartford) ss: Weymouthfield
COUNTY OF NEW LONDON)

Personally appeared, Robert Blatt, Manager of Fieldcrest Building and Developing, LLC, duly authorized, 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 the said Fieldcrest Building and Development, LLC, before me.

[Handwritten signature]
Commissioner of the Superior Court

NO CONVEYANCE TAXES COLLECTED

[Handwritten signature]
TOWN CLERK OF EAST LYME

JO-CAROLE D'AGOSTINO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2013



SCHEDULE "A"

All those certain pieces or parcels of land situated in the Town of East Lyme, County of New London and State of Connecticut, known and designated as "Lot 10, 84,805.41 sq. ft. 1.95 acres" on that certain map entitled "Lot Layout Nottingham Hills Subdivision Phase II A Niantic Real Estate, LLC, East Lyme, Connecticut, Sheet SD2, dated April 10, 2004, Revised 5/17/04, 5/28/04, 6/08/04, 6/12/04, 6/12/04, 7/10/04", prepared by J. Robert Pfanner PE, LS No. 9442, which map is filed in the Office of the East Lyme Town Clerk on July 29, 2004, as Map No. D6, 168-173.

Lot 10 is subject to a Street Easement to pass and repass over a temporary cul-de-sac as more particularly labeled on said plan as "Street Easement". Said Easement shall expire upon continuation of Upper Kensington Drive and physical removal of the temporary cul-de-sac.

Lot 10 is subject to a Conservation Easement granted or to be granted to the Town of East Lyme.

Said lot is 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 687, Page 650 of the East Lyme Land Records.

A 5' Shade Tree Easement, setback lines, notes and notations as shown on a map entitled, "Lot Layout Nottingham Hills Subdivision Phase IIA Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD2 April 10, 2004, Revised through July 10, 2004".

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

Recorded Aug 18 2008
3:15 AM
PM Esther B Williams
East Lyme Town Clerk

SCHEDULE A

Lot 10 Upper Kensington Drive aka 4 Upper Kensington Drive
 Nottingham Hills
 East Lyme, Connecticut

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 10, 84,805.41 sq. ft. 1.95 acres" on that certain map entitled "Lot Layout Nottingham Hills Subdivision Phase II A Niantic Real Estate, LLC, East Lyme, Connecticut, Sheet SD2, dated April 10, 2004, Revised 5/17/04, 5/28/04, 6/08/04, 6/12/04 7/10/04", prepared by J. Robert Pfanner PE, LS No. 9442, which map is filed in the Office of the East Lyme Town Clerk on July 29, 2004 as Map No. D6, 168-173.

Said premises is conveyed subject to the following:

A Street Easement to pass and repass over a temporary cul-de-sac as more particularly labeled on said plan as "Street Easement". Said Easement shall expire upon continuation of Upper Kensington Drive and physical removal of the temporary cul-de-sac.

A Conservation Easement granted or to be granted to the Town of East Lyme.

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 687, Page 650 of the East Lyme land records.

A 5' Shade Tree Easement, setback lines, notes and notations as shown on a map entitled "Lot Layout Nottingham Hills Subdivision Phase II A Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD2 April 10, 2004, Revised through July 10, 2004."

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.

Recorded July 17 2009
 3:05 PM Esther B. Williams
 East Lyme Town Clerk

Grantee's address: Jefferey M. Hooper and Tracy A. Hooper
10 Upper Kensington Drive, East Lyme, CT. 06333

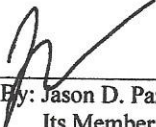
STATUTORY WARRANTY DEED

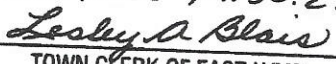
Know Ye That **Pazz & Construction, LLC** of the Town of East Lyme, County of New London, and State of Connecticut, for consideration paid, grant to **Jefferey M. Hooper and Tracy A. Hooper** of the Town of Norwich, County of New London, and State of Connecticut, as joint tenants with right of survivorship, all that certain property situated in the Town of East Lyme, County of New London, and State of Connecticut, commonly known as **10 Upper Kensington Drive, East Lyme, Connecticut**, more particularly described in **Schedule A** attached hereto and made a part hereof, with **WARRANTY COVENANTS**.

Said premises is conveyed subject to easements, restrictions and agreements as of record appear, building and building line restrictions, any and all provisions of municipal ordinances including planning, zoning and inland wetland regulations of the Town of East Lyme, Connecticut, public or private law, and taxes to the Town of East Lyme, Connecticut on the List of October 1, 2015 and thereafter coming due.

Grantor(s):
Pazz & Construction, LLC

Signed: July 19, 2016.

Sign: 
By: Jason D. Pazzaglia
Its Member, Duly Authorized

CONVEYANCE TAXES COLLECTED
\$3390.65 \$1130.22

TOWN CLERK OF EAST LYME

Witnessed by:

Sign: 

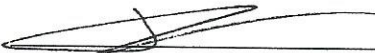
Sign: 

Print: David J. Pazzaglia

Print: David J. Pazzaglia

State of Connecticut)
) ss East Lyme
County of New London)

On this 19th day of July, 2016, before me, the undersigned officer, personally appeared Jason D. Pazzaglia, duly authorized member of Pazz & Construction, LLC, known to me (or personally proven) to be the person whose name are subscribed to the within instrument and acknowledged that such signatures were executed for the purposes therein contained, as his free act and deed as such member.


David J. Pazzaglia
Commissioner of the Superior Court

SCHEDULE A

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 #13 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 July 20 16

AM

3:25 PM Lesley A. Blaw

East Lyme Town Clerk

After recording, please return to:

Mr. and Mrs. Michael A. Turdo
14 Upper Kensington Drive
East Lyme, CT 06333

904

Warranty Deed
(Survivorship)

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

KNOW YE, that **QUAIL RUN LLC**, a Connecticut limited liability company, having its principal place of business located in the Town of Durham, County of New Haven and State of Connecticut, herein designated as the Grantor, for the consideration of **FOUR HUNDRED NINETY NINE THOUSAND NINE HUNDRED & 00/100ths (\$499,900.00) DOLLARS** received to the full satisfaction of the Grantor, from **MICHAEL A. TURDO and WENDY W. TURDO**, both formely of Burke, Virginia, herein collectively designated as the Grantees, does hereby give, grant, bargain, sell and convey to the Grantees and to the survivor of them and to such survivor's heirs and assigns forever

ALL THAT CERTAIN piece or parcel of land with the improvements thereon, situated in the Town of East Lyme, County of New London and State of Connecticut, known as **14 Upper Kensington Drive a/k/a Lot No. 15 Nottingham Hills Subdivision** as shown on a certain map entitled, "Boundary Lot Layout Nottingham Hills Subdivision Phase III Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD2 dated August 1, 2005, Revised through December 2, 2005" prepared by J. Robert Pfanner PE, LS No.9442, which map is filed in the Office of the East Lyme Town Clerk to which reference may be had.

Said premises are 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.

Said premises are subject to the following:

1. Real estate taxes due the Town of East Lyme on the Grand List of October 1, 2010 and thereafter, and any reassessment resulting from the issuance of a Certificate of Occupancy, which become due and payable after the date of delivery of this deed, both of which the grantees herein assume and agree to pay as part consideration for this conveyance.
2. Any and all provisions of any statute, ordinance, municipal regulation, zoning, planning and wetland laws and regulations, building lines, if established, or public or private laws, local, state or federal, as the same may affect said premises, and to such a state of facts as an accurate survey might reveal.
3. An Easement granted to the Connecticut Light and Power Company dated 9-18-02 and recorded on 5-1-03 in Volume 614 at Page 422 of the East Lyme Land Records.

\$2,499.50
\$1,249.75
CONVEYANCE TAXES COLLECTED

Esther B. Williams
TOWN CLERK OF EAST LYME

4. Declaration of Covenants and Restrictions dated 5-1-03 and recorded in Volume 614 at Page 424, as amended by Amended Declaration of Covenants and Restrictions dated 7-29-04 and recorded in Volume 687 at Page 650, both on the said land records.
5. A 5 foot (5') Shade Tree Easement, setback lines, notes and notations and any facts as shown on a map entitled "Boundary Lot Layout Nottingham Hills Subdivision Phase III Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD2 dated August 1, 2005, Revised through December 2, 2005"
6. Reservation of Right to Slope the land adjoining the street in accordance with a typical cross section as reserved in an Instrument recorded in Volume 864 at Page 233 of the East Lyme Land Records.
7. Subject to and together with Notes and other items shown on the aforementioned map.
8. Reservation of the Right to grant utility easements across the premises for service of the subdivision as reserved in an Instrument recorded in Volume 864 at Page 233 of the East Lyme Land Records.

TO HAVE AND TO HOLD the premises hereby conveyed with the appurtenances thereof, unto the Grantees and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their proper use and behoof, and the Grantor does for itself, its successors and assigns, covenants with the Grantees and with the survivor of them and with such survivor's heirs and assigns, that the Grantor is well seized of the premises as a good indefeasible estate in FEE SIMPLE; has good right to grant and convey the same in manner and form as herein written and the same are free from all encumbrances whatsoever, except as herein stated.

AND FURTHERMORE, the Grantor does by these presents bind itself and its successors and assigns forever to WARRANT and DEFEND the premises hereby conveyed to the Grantees and to the survivor of them and to such survivor's heirs and assigns against all claims and demands whatsoever, except as herein stated.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized Manager, this 17th day of March, 2011.

Signed, Sealed and Delivered in the presence of:

QUAIL RUN LLC

Joan C. Molloy

BY:

Eileen Ulizio

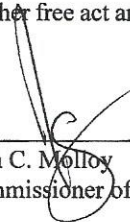
Its Manager, duly authorized

Sandra L. Field

STATE OF CONNECTICUT :
: ss: Wallingford
COUNTY OF NEW HAVEN :

March 17, 2011

Personally appeared, Eileen Ulizio, Manager of Quail Run LLC, signer and sealer of the foregoing instrument, and she acknowledged the same to be her free act and deed and the free act and deed of said limited liability company, before me.



Joan C. Molloy
Commissioner of the Superior Court

Recorded Mar 22 2011
10:30 ^{AM} ~~PM~~ Esther B. Willhauer
East Lyme Town Clerk

RETURN TO: STEVENS, HARRIS, GUERNSEY & QUILLIAM
ATTENTION: CORDY
351 MAIN STREET
NIANTIC, CT 06357

3060

QUIT CLAIM DEED-STATUTORY FORM

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY, a limited liability company doing business in the Town of East Lyme, County of New London and State of Connecticut, for consideration paid, grant to NEW ENGLAND NATIONAL, LLC, a limited liability company doing business in the Town of East Lyme, County of New London and State of Connecticut, with QUIT CLAIM COVENANTS:

A certain tract or parcel of land shown as Lot #17 aka 18 Upper Kensington Drive located in the Town of East Lyme, County of New London and State of Connecticut and 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.

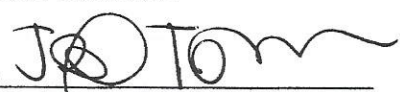
Signed this 19th day of October, 2011.

WITNESSED BY:


NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY



Theodore A. Harris

By: 

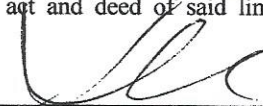
Jeffrey Torrance, its Manager
Duly Authorized



Cordelia R. Graves

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

Personally appeared, Jeffrey Torrance, Manager of Niantic Real Estate Limited Liability Company, 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:

NO
CONVEYANCE TAXES COLLECTED



TOWN CLERK OF EAST LYME

SCHEDULE A

Lot #17 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 #17 on that certain map entitled "Boundary Lot Layout Nottingham Hills Subdivision Phase III Niantic Real Estate, LLC, East Lyme, Connecticut, Sheet SD2, dated August 1, 2005, Revised through December 2, 2005" prepared by J. Robert Pfanner PE, LS No. 9442, 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 687, Page 650 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 "Lot Layout Nottingham Hills Subdivision Phase III 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.

Recorded Oct 25 20 11
 2:47 AM
 (P.M.) Esth B. Wellman
 East Lyme Town Clerk

Return to: Stephen & Linda Thomas
73 Kenilwood Rd.
Hartford Ct 06157

WARRANTY DEED VOL 0906 PAGE 396

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: 302

KNOW YE, That I, **JEFFREY J. MOORE**, of the Town of Old Lyme, County of New London and State of Connecticut, hereinafter referred to as Grantor, for the consideration of One Hundred Thirty-two Thousand and 00/100 (\$132,000.00) Dollars, received to my full satisfaction of **STEPHEN J. THOMAS and LINDA E. THOMAS** of the Town of East Lyme, County of New London and State of Connecticut, hereinafter referred to as Grantee, do give, grant, bargain, sell and confirm unto the said Grantee, and unto the survivor of them, the property known as 26 Upper Kensington Rd., East Lyme, Connecticut, more particularly bounded and described as follows:

See Schedule A attached hereto and incorporated herein.

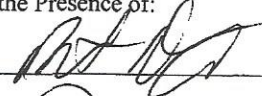
TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said Grantees, and unto the survivor of them and unto such survivor's heirs and assigns forever, to them and their own proper use and behoof.

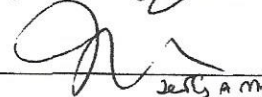
ALSO, the said Grantor does by these presents bind himself and his heirs and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to the said Grantees, and to the survivor of them, and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.


Said premises being subject to any and all provisions of any ordinance, municipal regulation, public or private law, zoning, conservation and inland-wetland regulations and all taxes hereinafter coming due.

IN WITNESS WHEREOF, the Grantor, has hereunto set his hand and seal this day of January, 2013.

Signed, Sealed and Delivered in
the Presence of:



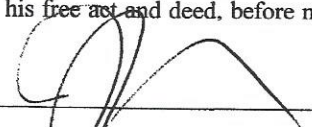

Jess A. McNamee



JEFFREY J. MOORE

STATE OF CONNECTICUT)
) ss.
COUNTY OF NEW LONDON)

On this day of January, 2013, personally appeared **Jeffrey J. Moore**, known to me, signer and sealer of the within instrument and acknowledged same to be his free act and deed, before me, the undersigned officer.



Notary/Commissioner of Superior Court

\$ 990.00 \$ 330.00
CONVEYANCE TAXES COLLECTED



TOWN CLERK OF EAST LYME

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 January 25, 2013
AM
2:20 PM Lesley D. Blaine
East Lyme Town Clerk

Record and Return to:

Nicole Blanchard
17 Upper Kensington Dr
East Lyme CT 06333

VOL: 998 PG: 78
WARRANTY DEED: 1377

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

Know Ye That: We, Kawel B. LauBach and Leslie LauBach, whose mailing address is 17 Upper Kensington Drive, East Lyme, CT 06333, (hereinafter referred to as the Grantors),

for the consideration paid of

****Six Hundred Six Thousand and 00/100 (\$606,000.00) Dollars****

received to our full satisfaction from **Nicole L. Blanchard**, whose mailing address is **2069 Coleridge Drive, Silver Spring, MD 20910** (hereinafter referred to as the Grantee),

do give, grant, bargain, sell and confirm unto said **Nicole L. Blanchard**, her heirs, successors and assigns forever with **WARRANTY COVENANTS**, all that certain piece or parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut, known as **17 Upper Kensington Drive, East Lyme, CT 06333**, more particularly bounded and described as follows:

See Schedule A Description Attached Hereto and Made a Part Hereof

Reference may be had to a Warranty Deed dated 6/24/2013 and recorded in Vol. 916, Page 717 of the East Lyme Land Records.

Said premises are conveyed subject to the following:

An easement in favor of Connecticut Light and Power Co dated 9/18/2002 and recorded in Volume 614 at Page 422 of the East Lyme Land Records.

A Declaration of Covenants and Restrictions dated 5/1/2003 in Volume 614 at Page 424 and as further amended.

A 5' Shade Tree easement setback lines, notes and notations and any facts as shown on a map entitled "Lot layout Nottingham Hills Subdivision Phase III Niantic Real Estate, LLC East Lyme CT dated August 1, 2005 and revised December 2, 2005

Slope rights and other reservations as contained in a Warranty Deed dated 11/20/2006 in Volume 759 at Page 136.

Any and all provisions of municipal ordinances or regulations, federal, state or local, public and/or private laws including but not limited any planning, zoning, conservation and inland wetland regulations governing subject premises, any and all easements, covenants or restrictions and agreements which may appear as of record.

Grantee herein assumes and agrees to pay any and all dues, fees or charges of private associations or similar entities for which the owners of the premises may be liable, and any and all taxes, assessments and/or public utility charges hereinafter coming due to the Town of East Lyme, its Boroughs, Villages and/or Districts in which the premises are situated.

To have and to hold the premises hereby conveyed, with the appurtenances thereof, unto the **Grantee** and unto his heirs and assigns forever and to the **Grantee** for her own proper use and behoof.

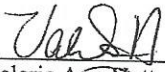
And we, said **Grantors** do hereby covenant with the **Grantee**, her heirs, successors and assigns that at and until the ensembling of these presents, we are well seized of the premises as a good indefeasible estate in **fee simple**; and have good right to grant and convey the same in manner and form as herein written and that the same is free from all encumbrances whatsoever, except as herein stated.

And Furthermore, we do by these presents bind ourselves and our heirs, successors, executors, administrators and assigns forever to **warrant and defend** the premises hereby conveyed to the **Grantee**, and her heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.

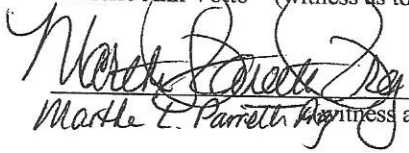
CONVEYANCE TAX RECEIVED
STATE \$ 4545.00
TOWN \$ 1515.00
EAST LYME, CT TOWN CLERK

In Witness Whereof, we, Kawel B. LauBach and Leslie LauBach have hereunto set our hands and seals this 18th day of June, 2018.


Signed, Sealed and Delivered in the presence of
or Attested by



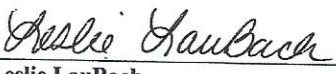
Valerie Ann Votto (witness as to both)



Martha E. Parrott (witness as to both)



Kawel B. LauBach (L.S.)



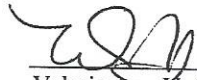
Leslie LauBach

State of CONNECTICUT }
 } ss. Old Lyme
County of NEW LONDON }

June 18, 2018

On this the 18th day of June, 2018, before me, the undersigned officer, personally appeared **Kawel B. LauBach and Leslie LauBach**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained as their free act and deed.

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



Valerie Ann Votto
Commissioner of the Superior Court

SCHEDULE A DESCRIPTION

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 24 on that certain map entitled "Boundary Lot Layout Nottingham Hills Subdivision Phase III Niantic Real Estate, LLC, East Lyme, Connecticut, Sheet SD2, dated August 1, 2005, Revised through December 2, 2005" prepared by J. Robert Pfanner PE, LS No. 9442, 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:

1. Taxes to the Town of East Lyme hereinafter coming due.
2. An Easement granted to the Connecticut Light and Power Company by instrument dated September 18, 2002 and recorded May 1, 2003 in Volume 614 at Page 422 of the East Lyme Land Records.
3. A Declaration of Covenants and Restrictions dated May 1, 2003 and recorded May 1, 2003 in Volume 614 at Page 424 of the East Lyme Land Records, as amended by Amended Declaration of Covenants and Restrictions dated July 29, 2004 and recorded July 29, 2004 in Volume 678 at Page 650 of the East Lyme Land Records, further amended by Amended Declaration of Covenants and Restrictions dated February 3, 2006 and recorded February 15, 2006 in Volume 733 at Page 343 of the East Lyme Land Records, further amended by Amendment of Declaration of Covenants and Restrictions recorded January 29, 2011 in Volume 866 at Page 310 of the East Lyme Land Records.
4. A 5' Shade Tree Easement, setback lines, notes and notations and any facts as shown on a map entitled "Lot Layout Nottingham Hills Subdivision Phase III Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD2 dated August 1, 2005, Revised through December 2, 2005".
5. Slope rights and other reservations as contained in a Warranty Deed Survivorship from Niantic Real Estate Limited Liability Company to Dwight D. Staub and Judith Staub recorded November 20, 2006 in Volume 759 at Page 136 of the East Lyme Land Records.

RECEIVED FOR RECORD
Jun 19, 2018 11:51:10A
Karen Miller Galbo
TOWN CLERK
EAST LYME, CT

EXHIBIT 4

CORRECTED ASSIGNMENT OF DECLARANT RIGHTS

WHEREAS, NIAN TIC 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]
Cheyl R. Larder

By *[Signature]*, Manager
Jeffrey A. Torrance, Manager

[Signature]
Paul M. Geraghty

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)
) ss: New London March 17, 2020
COUNTY OF NEW LONDON)

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 Cheyl R. Larder
My Commission Expires 9/30/2020



RECEIVED FOR RECORD
Mar 18 2020 09:03:50A
Karen Miller Galbo
EAST CYRUS CT

EXHIBIT 5

**Geraghty &
Bonnano, LLC**
Attorneys at Law

PAUL M. GERAGHTY*
MICHAEL S. BONNANO
JOHANNA McCORMICK
MARK A. DUBOIS†
PATRICIA A. KING**
JONATHAN E. FRIEDLER††

*Also Admitted in New York
† Board Certified, Trial Advocate
**Se habla español

†† Also Admitted in Massachusetts and North Dakota

August 10, 2020

Steven & Linda Thomas
26 Upper Kensington Drive
East Lyme, CT 06333

Re: Re-Subdivision – 22&24 Upper Kensington Drive

Dear Mr. & Mrs. Thomas:

This office represents Jason Pazzaglia who is the contract purchaser of the above referenced property.

Mr. Pazzaglia has authorized me to extend to you his offer to sell you proposed lot #3 as is identified on the pending re-subdivision plan for the above referenced property (attached).

Please feel free to contact me should you have any interest in acquiring this property.

Sincerely,



Paul Geraghty

cc: Jason Pazzaglia
Kristen T. Clarke, P.E.

Replies to New London only at:

38 GRANITE STREET, PO BOX 231
NEW LONDON, CONNECTICUT 06320

WWW.GERAGHTYBONNANO.COM

131 DWIGHT STREET
NEW HAVEN, CONNECTICUT 06511

TELEPHONE (860) 447-8077 / FAX (860) 447-9833