

Geraghty & Bonnano, LLC

Attorneys at Law

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

*Also Admitted in New York

† Board Certified, Trial Advocate

†† Also Admitted in Massachusetts and North Dakota

October 21, 2020

Via email dholmes@llhd.org
Danielle Holmes
Ledge Light Health District
216 Broad Street
New London, CT 06320

Re: Nottingham Hills Subdivision – East Lyme
Lot Line Revisions to Lots 19 & 21
1 Lot Re-Subdivision

Dear Danielle:

Attached is an electronic copy of the revised plans for the above referenced projects. An original stamped and signed set of these plans was delivered to your New London office yesterday afternoon.

The changes made to the current revisions when compared to that which I submitted on October 6, 2020 are as follows:

- On page 4 of 5 revised existing Lot 21 we relocated, slightly, the locations of the proposed primary and reserve areas
- On page 5 of 5 we added additional perc testing results

As you are aware, we have B-100A applications pending for revised lots 19 & 21 and a subdivision application which has been amended to reduce the new lots from two (2) to one (1).

Given the proposed use of Geomatrix product GST6236 systems, See Ex. A, we believe we have established the feasibility for four (4) bedroom system areas for the existing revised two lots (19&21) as well as the new lot (#23). To the extent that you disagree with this analysis, we believe, at a minimum, we have established site feasibility necessary for the lot line revisions and re-subdivision and are willing to agree to reduce bedroom counts for the purposes of current application knowing it will be the intent of the contract purchaser to demonstrate compliance

with the State of Connecticut Health Code necessary to obtain approval for 4 bedroom septic systems.

Please contact me should we need to discuss the pending applications referenced herein further.

Sincerely,

Paul M. Geraghty

Cc: Kristen Clarke PE

EXHIBIT A



GST Leaching System

37" Series

Product Name	Dimensions (W x H)	Effective Leaching Credit (SF/LF)	Center to Center Spacing (feet)	Storage Volume Gallons per LF
GST 3706	37" x 6"	3.6	8	3.05
GST 3712	37" x 12"	5.9	10	6.11
GST 3718	37" x 18"	8.2	10	9.16
GST 3724	37" x 24"	10.5	12	12.22
GST 3730	37" x 30"	12.9	12	15.27
GST 3736	37" x 36"	15.2	12	18.32

62" Series

Product Name	Dimensions (W x H)	Effective Leaching Credit (SF/LF)	Center to Center Spacing (feet)	Storage Volume Gallons per LF
GST 6206	62" x 6"	5.9	12	4.52
GST 6212	62" x 12"	10.0	12	9.23
GST 6218	62" x 18"	14.0	13	13.84
GST 6224	62" x 24"	18.1	13	18.45
GST 6230	62" x 30"	22.1	13	23.06
GST 6236	62" x 36"	26.2	13	27.68

Stone and Sand Volume Guide

37" Series

Product Name	Amount of DOT No. 6 3/4" Stone Required	Amount of ASTM C-33 Sand Required
	Yards per Linear Foot	
GST 3706	0.16	0.18
GST 3712	0.19	0.25
GST 3718	0.22	0.32
GST 3724	0.25	0.39
GST 3730	0.28	0.46
GST 3736	0.31	0.53

62" Series

Product Name	Amount of DOT No. 6 3/4" Stone Required	Amount of ASTM C-33 Sand Required
	Yards per Linear Foot	
GST 6206	0.20	0.25
GST 6212	0.27	0.35
GST 6218	0.35	0.46
GST 6224	0.43	0.56
GST 6230	0.50	0.66
GST 6236	0.58	0.76

NOTE: Amount, of stone calculated to fill form and to provide 6" over GST to accommodate distribution pipe. Installer is responsible for ordering additional necessary stone to account for spillage, etc. **STONE MUST BE WASHED & CLEAN!**

NOTE: Amount of sand calculated to fill the form, a base of 4" and a 4" perimeter around the form. Installer is responsible for ordering additional sand for larger and/or irregularly shaped excavations, to account for spillage, etc. **MUST MEET ASTM C-33 SPEC.**

114 Mill Rock Road East – Old Saybrook, CT 06475
 Phone: 860-510-0730 – Fax: 860-510-0735

Geomatrix products are manufactured under one or more of the following U.S. patents: 6,485,647, 6,726,401, 6,814,866, 6,887,383, 6,923,905, 6,959,882, 6,969,464, 7,157,011, 7,309,434, 7,351,005, 7,374,670, 7,465,390, 7,744,759 - April 2011 All rights reserved

Town of East Lyme


P.O. DRAWER 519

NIANTIC, CONNECTICUT 06357



Town Engineer
Victor A. Benni, P.E.

860-691-4112
FAX 860-739-6930

To: Gary A. Goeschel II, Director of Planning
From: Victor Benni, P.E., Town Engineer 
Date: October 23, 2020
Re: 22 & 24 Upper Kensington Drive – Nottingham Hills
Subdivision Application Review

Information submitted by the Applicant which was considered in this review:

- (5-Sheet Drawing Set) Conservation Design Development, Nottingham Hills Subdivision, Lot Line Revisions of Existing Lots 19 & 21, 1 Lot Re-Subdivision of Portions of Lots 19 & 21, East Lyme, Connecticut, Date: January 29, 2020, Revised to: 10/19/2020, by: Gesick & Associates, P.C.
- Letter & Attachments from English Harbour Asset Management, LLC to Victor Benni, PE, Date: 10/22/2020, Re: Lot Line Revisions, Re-subdivision Nottingham Hills subdivision Lots 19 & 21.

This office has reviewed the above referenced information and has the following comments:

1. As previously requested, the Drawing Set should be updated to satisfy the provisions of Subdivision Regulations 6-2-5 Lot Access (A), (B), (C), (D) & (F).
2. The Waiver of Stormwater Management Report demonstrates that the water quality of the receiving aquifer, wetland or watercourse will not be affected and that the proposed development will not cause or exacerbate downstream flooding. The proposed design meets the intent of the stormwater regulations.

EAST LYME DEPARTMENT OF PLANNING

SUBDIVISION REVIEW SHEET

TITLE OF PLAN:	Nottingham Hills Subdivision Lot Line Revision of Existing Lots 19 & 21 & Conservation Design Development 1 Lot Re-Subdivision of Portions of Lots 19 & 21
DATE RECEIVED:	October 22, 2020
DATE DISTRIBUTED:	October 23, 2020
REVIEW DEADLINE:	October 26, 2020

	Storm Water Calculations	Plans
William Mulholland, Zoning Official		✓

COMMENTS:

Explain lot 23 compliance with applicable zoning regulations, address lot frontage. Explain compliance with 2-Regulations section 23.2 & 23.3. Explain zoning compliance block.

REVIEWED BY: UM DATE: 10/23/2020

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

October 22, 2020

Via email: vbenni@eltownhall.com
Victor Benni, PE
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

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

Dear Mr. Benni:

Pursuant to Gary Goeschel's email from last evening, October 21, 2020, he asked for an itemized list of the substantive changes made in both the 9/23/2020 and 10/19/2020 plan revisions.

With regard to the 9/23/2020 revisions which appear in the application record as Ex. Y, they responded to your comments dated 9/02/2020, attached as Ex. 1, as follows;

1. The surveyor revised Note 1 on page 1 to include the requested language requested regarding accuracy of the proposed boundary lines and vertical accuracy.
2. We addressed the area of the Common Driveway by shading the area which is identical to the area of the Utility Easement. This identifies an area that encompasses each of the three lots and demonstrates that access and utilities have been provided. In addition, on page 1 "Reference Maps" #3 is the Utility Easement Map recorded in the East Lyme Land Records Drawer 6 # 441, Ex. 2 herein, that identifies the legal description of the shaded area. We have also added Note 7 on Page 1 to address the Common Driveway and Utility Easement. A draft of this agreement was submitted to the record of the pending application and appears as Ex. GG.

Given all of this our Legal Counsel has advised no further easements are required. In addition, I enclose the narrative Utility Easement recorded in the East Lyme Land Records Vol. 794 Page 510 as Ex. 3, the construction plan prepared by the Connecticut Light and Power Company, Ex. 4, and a photograph of the installed utility structures for this property, Ex. 5. I would note that underground Electric, Cable TV and Telephone conduit and structures, all of which is already installed, benefit and are burdened by the utility easement as is identified in the narrative easement and evidenced further by the construction plans.

3. Waiver of Storm Water Management Report per Section 6-8-7 (A) 1 & 2;

I believe we are entitled to the waiver of this report based on several factors;

A) By using a common driveway and reducing the sizes of the previously approved house footprints we have actually reduced the impervious surface area that will need to be utilized per the following analysis;

	<u>Existing Phase 3 Approved Plan</u>		<u>Re-Subdivision Plan</u>	
Lot 19 (Lot 1)	Driveway 460'x15' =	6,900 s.f.	140'x10' =	1,400 s.f.
	House Footprint 70'x30' =	<u>2,100 s.f.</u>	56'x30' =	<u>1,680 s.f.</u>
		9,000 s.f.		3,080 s.f.
Lot 21 (Lot 2)	Driveway 460'x15' =	6,900 s.f.	190'x10' =	1,900 s.f.
	House Footprint 70'x30' =	<u>2,100 s.f.</u>	56'x30' =	<u>1,680 s.f.</u>
		9,000 s.f.		3,580 s.f.
Lot 3	Driveway	N/A	200'x10' =	2,000 s.f.
	House Footprint	N/A	56'x30' =	<u>1,680 s.f.</u>
				3,690 s.f.
Lot 4	Driveway	N/A	N/A	
	House Footprint	N/A	N/A	
Common Driveway 234'x15'		<u>N/A</u>		<u>3,510 s.f.</u>
Totals		18,000 s.f.		13850 s.f.

I have attached as **Ex. 6** a map, previously supplied and part of record Ex.Y, that shows the currently approved Nottingham Hills Subdivision Phase 3 impervious surfaces in red ink overlaid on the proposed impervious surfaces from the pending applications.

Given the design of the subdivision which provides a 10+ acre stormwater discharge area immediately adjacent to this property, see Nottingham Hills Subdivision phase 4 Conservation Easement area, **Ex. 7**, the reduction in impervious surface area, the addition of more Open Space that increases the total open space to more an amount that exceeds by in excess of 33% that which is required, I would submit that these factors combine to demonstrate that the water quality of the receiving aquifer, wetland or watercourse will not be affected and that the proposed development will not cause or exacerbate downstream flooding

In addition, I would note that we are entitled to consideration based upon the pending plans of additional Open Space and a reduction in impervious surface area's as is provided in Section 6-8-4(A) 1 and 2 of the East Lyme Subdivision Regulations.

In addition to the items that address Mr. Benni's 9/2/2020 comments the following were added to the 9/23/2020 Plan Revisions:

- 1) Additional Test Hole and Perc Test locations (Pages 3,4,5)
- 2) Test Hole Data provided by Ledge Light Health District (Page 6)
- 3) We added a new page 5 to demonstrate alternative locations could easily be provided to rebut the claims made by an alternate member of the planning commission. (**NOTE:** This has page been removed from the 10/19/2020 Plan Revisions and will be submitted as a standalone responsive exhibit as part of the so called "Bombach Response" dated October 5, 2020 which appears in the record of this application as Ex. X)

With regard to the 10/19 revised plans:

- 1) We removed what was page 5 in the 9/23/2020 and made this document Ex. 33 to the so called Bombach Response. This Plan was prepared solely to demonstrate that alternative location exist on each of the lots subject to East Lyme Planning, Building, Zoning, Engineering and Health Department(s) approval.
- 2) We added addition Perc Test Data on Page 6.
- 3) We slightly modified the location of the proposed primary and reserve locations for existing lot 21.
- 4) We changed the location for proposed footing drains.

I have also enclosed a copy of the letter and exhibit emailed to Danielle Holmes on October 21, 2020 as **Ex.8**.

Please let me know if you need any further information or have any questions.

Sincerely,

Kristen T. Ciarke PE, Manager
English Harbour Asset Management LLC

cc: Gary Goeschel, via email: ggoeschel@eltownhall.com
Paul Geraghty, via email pgeraghty@geraghtybonnano.com

EXHIBIT 1

Paul Geraghty

From: Victor Benni <vbenni@eltownhall.com>
Sent: Wednesday, September 2, 2020 11:09 AM
To: Paul Geraghty; Gary Goeschel; Bill Mulholland
Cc: Jennifer Lindo; Kristen Clarke
Subject: RE: Memo to Staff09.01.20 Final..docx

Gary,

Per Mr. Geraghty's September 1, 2020 memo:, under his "Engineering Comments" section:

Item #2: The requirement that we discussed was that a "Subdivision Plan" be submitted by the Applicant. This Subdivision Plan shall be prepared by a Licensed Land Surveyor. The drawing set provides no clarification as to the accuracy of the proposed boundary lines. Refer to "Notes – 1) E." , on Sheet 1 of 4 of the drawing set, which states, "The intent of this map is to depict existing conditions of the property".

Under the "Notes - 1) A." , on Sheet 1 of 4 of the drawing set, there is a reference to , "Type of Survey: Topographic Survey". There has been no reference made to the Vertical Accuracy on the Topographic Survey.

Item #6: As discussed, the plans depict a common drive which will be shared by all three lots; therefore, appropriate language and identification of a right-of-way/easement area needs to be included on the Subdivision Plan.

- Access rights over Lot 21 in favor of Lot 19, and
- Access rights over Lot 19 in favor of Lot 21, and
- Access rights over Lots 19 & 21, in favor of Lot 23.

I fully understand that CL&P has an Easement and it is depicted on the plans and referenced in the notes. I do not believe that this CL&P easement encompass other utilities, such as cable TV, telephone, internet, & etc. A "common" easement for all utilities should be considered. As we discussed, it is also rational to include utility easements over each Lot 19 and 21, in favor of each other. With this, we intend to provide the utility companies the option to provide one set of utilities thru the access strips, then parcel off the utilities at a common junction to each of the three lots.

- Utility easement over Lots 19 & 21, in favor of Lot 23,
- Recommended utility easement over Lot 19 in favor of Lot 21, and
- Recommended utility easement over Lot 21 in favor of Lot 19.

Item #15: If waiver requested, then the Applicant would provide information for Engineering Department review to satisfy conditions under Section 6-8-7 (A) 1. & 2.

Regards,

Victor Benni, P.E.
Town Engineer

Town of East Lyme
(860) 691-4112

From: Paul Geraghty <pgeraghty@geraghtybonnano.com>
Sent: Tuesday, September 01, 2020 3:59 PM
To: Gary Goeschel <ggoeschel@eltownhall.com>; Victor Benni <vbenni@eltownhall.com>; Bill Mulholland <billm@eltownhall.com>

Cc: Jennifer Lindo <jlindo@eltownhall.com>; Kristen Clarke <kristentclarke@gmail.com>
Subject: Memo to Staff09.01.20 Final..docx

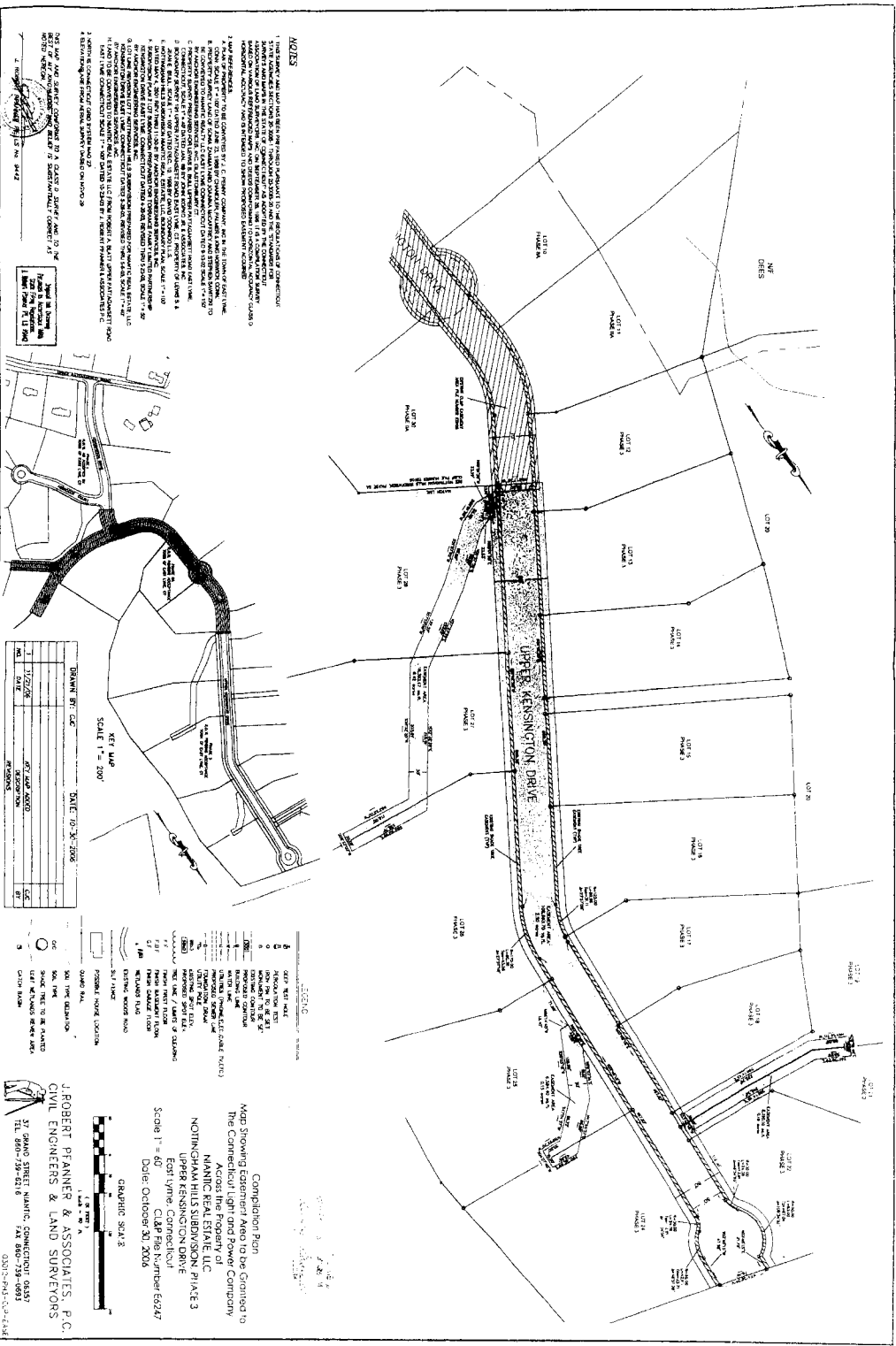
Gentlemen, please see the memo I have prepared based on our meeting of yesterday. I believe it covers those issue we discussed and how they would be addressed with some slight variation on Victor's comments which I am happy to discuss. Please confirm you are in agreement and I will have the plans updated to reflect the comments and discussion.

The plans that I showed you yesterday had a number of the comments addressed in terms of the additional info sought either actually on the plan or panned in so we can turn that around quickly.

With that I would request the commission hold a special hearing later this month either the week of the 14th or 21st.

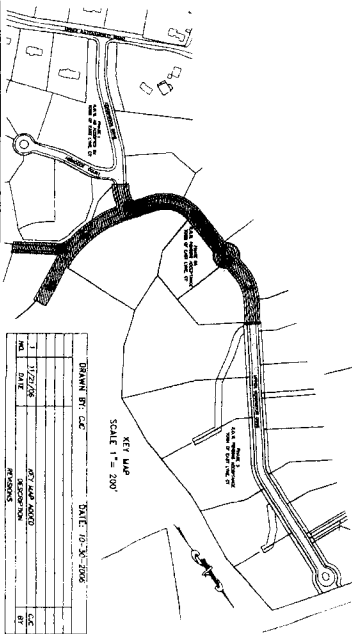
Regards Paul.

EXHIBIT 2



NOTES

- THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT SURVEYING ACT AND THE REGULATIONS OF THE STATE SURVEYOR.
- THE PROPERTY LINES AND EASEMENTS SHOWN ON THIS MAP WERE DETERMINED BY A COMBINATION OF FIELD SURVEY AND ANALYSIS OF RECORD DEEDS AND PLATS.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ALL ANGLES ARE IN DEGREES, MINUTES AND SECONDS.
- ALL BEARINGS ARE TRUE BEARINGS.
- THE AREA OF EACH LOT IS SHOWN IN SQUARE FEET AND DECIMALS THEREOF.
- THE TOTAL AREA OF THE TRACT IS 1,234,567.89 SQUARE FEET.
- THIS MAP WAS PREPARED BY J. ROBERT PLANNER & ASSOCIATES, P.C. ON BEHALF OF THE CLIENT.
- ALL RIGHTS RESERVED.



LEGEND

- LOT 1 - 12,345.67 SQ. FT.
- LOT 2 - 11,234.56 SQ. FT.
- LOT 3 - 10,123.45 SQ. FT.
- LOT 4 - 9,012.34 SQ. FT.
- LOT 5 - 8,901.23 SQ. FT.
- LOT 6 - 7,890.12 SQ. FT.
- LOT 7 - 6,789.01 SQ. FT.
- LOT 8 - 5,678.90 SQ. FT.
- LOT 9 - 4,567.89 SQ. FT.
- LOT 10 - 3,456.78 SQ. FT.
- LOT 11 - 2,345.67 SQ. FT.
- LOT 12 - 1,234.56 SQ. FT.
- LOT 13 - 1,123.45 SQ. FT.
- LOT 14 - 1,012.34 SQ. FT.
- LOT 15 - 901.23 SQ. FT.
- LOT 16 - 890.12 SQ. FT.
- LOT 17 - 789.01 SQ. FT.
- LOT 18 - 678.90 SQ. FT.
- LOT 19 - 567.89 SQ. FT.
- LOT 20 - 456.78 SQ. FT.
- LOT 21 - 345.67 SQ. FT.

DATE: 10-20-2008
SCALE: 1" = 200'
PROJECT: UPPER KENSINGTON DRIVE
CLIENT: MANNING REAL ESTATE, LLC

J. ROBERT PLANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET, NANTUCKET, MASSACHUSETTS 02587
 TEL: 508/339-5216 FAX: 508/339-0933
 WWW.JRP-AND-ASSOCIATES.COM

EXHIBIT 3

ELECTRIC DISTRIBUTION EASEMENT

Niantic Real Estate Limited

For a valuable consideration, receipt of which is hereby acknowledged, Liability Company hereinafter called Grantor, hereby grants to The Connecticut Light and Power Company, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the northerly side of Kensington Drive on Upper Kensington Drive as extended in the Town of East Lyme, Connecticut, as more particularly described on a map entitled "Compilation Plan Map Showing Easement Area to be Granted to The Connecticut Light and Power Company Across the Property of Niantic Real Estate, LLC Nottingham Hills Subdivision, Phase 3 Upper Kensington Drive East Lyme, Connecticut Scale 1"=60' CL&P File Number E6247 Date: October 30, 2006 Rev. No. 1 11/21/06 Key Map Added" which map has been on or will be filed in the office of the Town clerk of said Town of East Lyme, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises, and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

A portion of the rights granted herein are a conveyance of rights connected with the distribution of electricity, made pursuant to C.G.S. Section 47-42, and are a portion of the right-of-way or easement rights reserved by the Grantor in an instrument dated November 14, 2006 and recorded on November 20, 2006 in the East Lyme Land Records at Volume 759, Page 136 and an instrument dated September 4, 2007 and recorded on September 5, 2007 in the East Lyme Land Records at Volume 784, Page 193.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

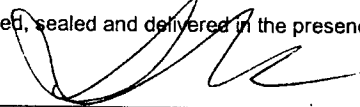
NO CONVEYANCE TAXES COLLECTED

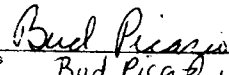
Esther B. Williams

TOWN CLERK OF EAST LYME

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) his hand(s) and seal(s) to be affixed
this _____ day of January, 2008.

Signed, sealed and delivered in the presence of:


Witness Theodore A Harris


Witness Bud Pica

Witness _____

Witness _____

Niantic Real Estate Limited Liability Company

BY:  (L.S.)

Jeffrey Torrance

Manager

_____ (L.S.)

ACKNOWLEDGMENT

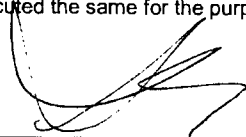
STATE OF Connecticut

S.S. Niantic

COUNTY OF New London

On this _____ day of January, 2008 before me, the undersigned officer, personally appeared Jeffrey Torrance who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.


Notary Public - Seal Required
My Commission Expires _____
Theodore A Harris
Commissioner of the Superior Court

STATE OF _____

S.S. _____

COUNTY OF _____

On this _____ day of _____, 20__ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Recorded Jan 24 20 08
3:36 AM
Esther Bullaw
East Lyme Town Clerk

Notary Public - Seal Required
My Commission Expires _____

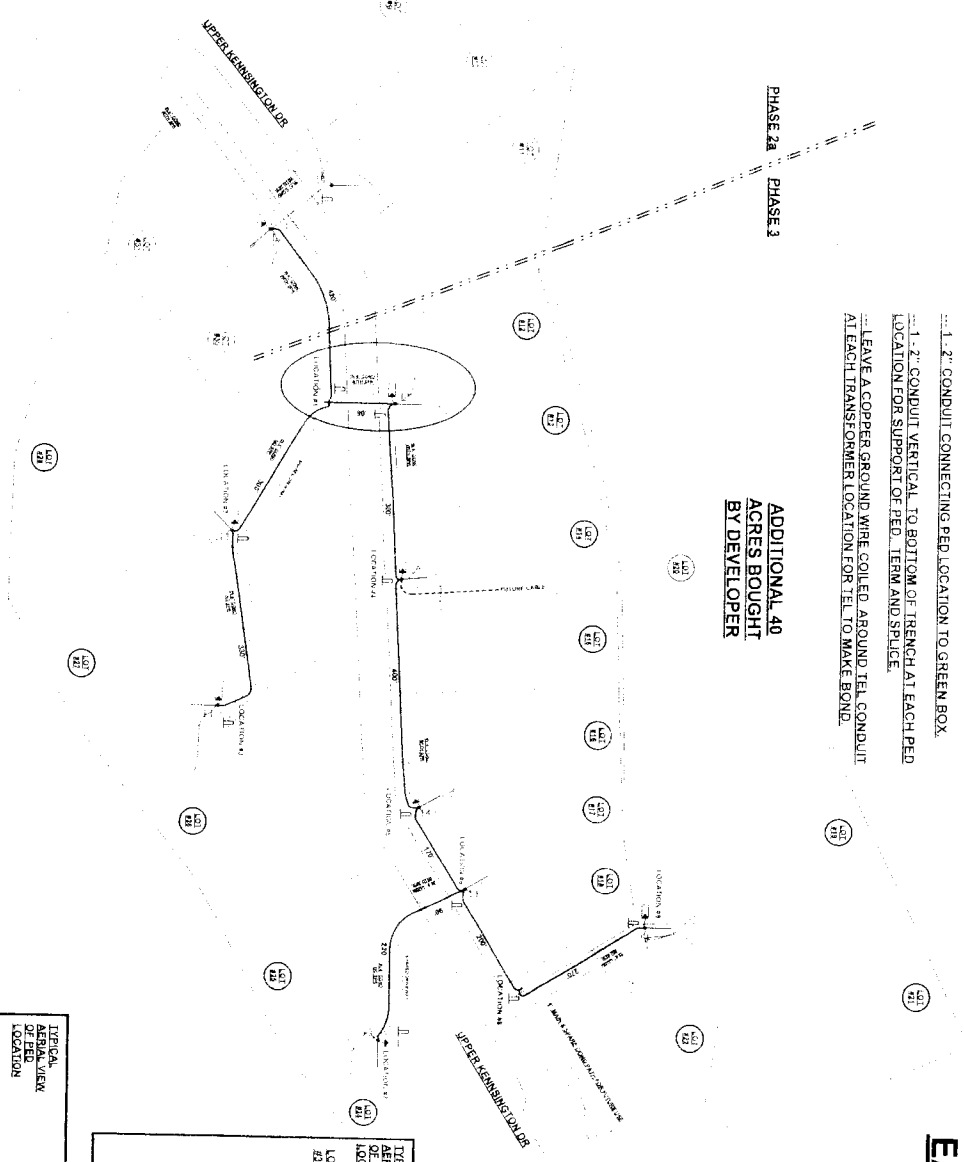
EXHIBIT 4

NOTTINGHAM HILLS SUBDIVISION PHASE III

NOTES:

- ... PLACE 1.4" SCHEDULE 40 CONDUIT PLUS 1.4" SWEET PROVIDED SPARE IN MAIN TRENCH FOR TEL.
- ... AT ALL ROAD CROSSINGS PLACE 1.4" SCHEDULE 40 CONDUIT AND 1 SWEET PROVIDED SPARE 4" CONDUIT.
- ... 1.2" SCHEDULE 40 CONDUIT FROM GREEN TEL. BOX TO EACH HOUSE
- ... 1.2" CONDUIT CONNECTING PED. LOCATION TO GREEN BOX.
- ... 1.2" CONDUIT VERTICAL TO BOTTOM OF TRENCH AT EACH PED LOCATION FOR SUPPORT OF PED. TERM AND SPLICE.
- ... LEAVE A COPPER GROUND WIRE COILED AROUND TEL. CONDUIT AT EACH TRANSFORMER LOCATION FOR TEL. TO MAKE BOND.

ADDITIONAL 40
ACRES BOUGHT
BY DEVELOPER



TOWN

OF

EAST LYME

ENGINEER
ROBERT SISKANY
1388-28-2927
RS12@BELL.COM

EXCAVATOR COPY ONLY

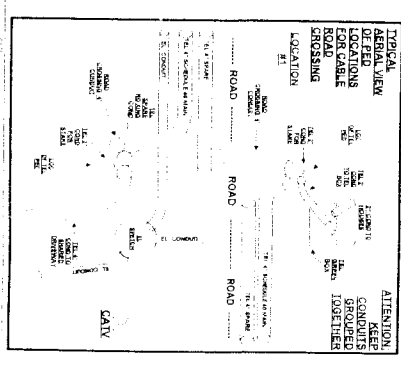
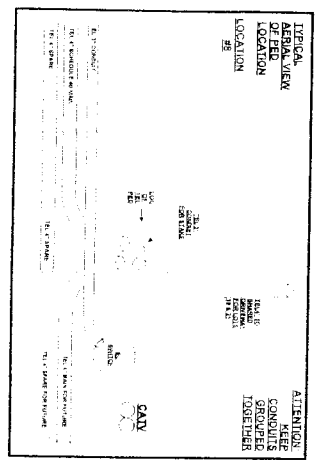
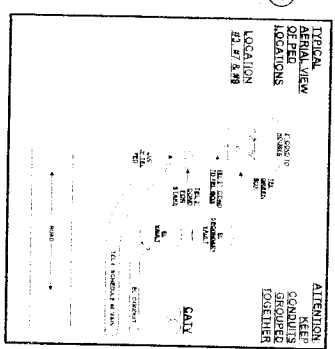
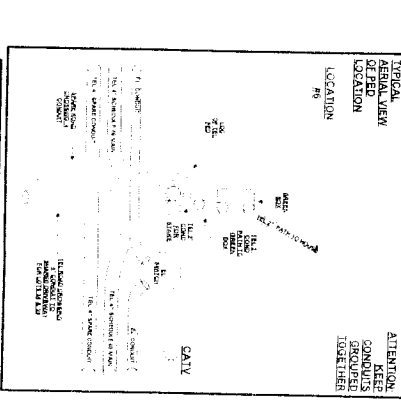
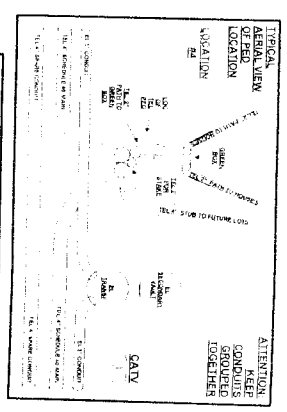


EXHIBIT 5

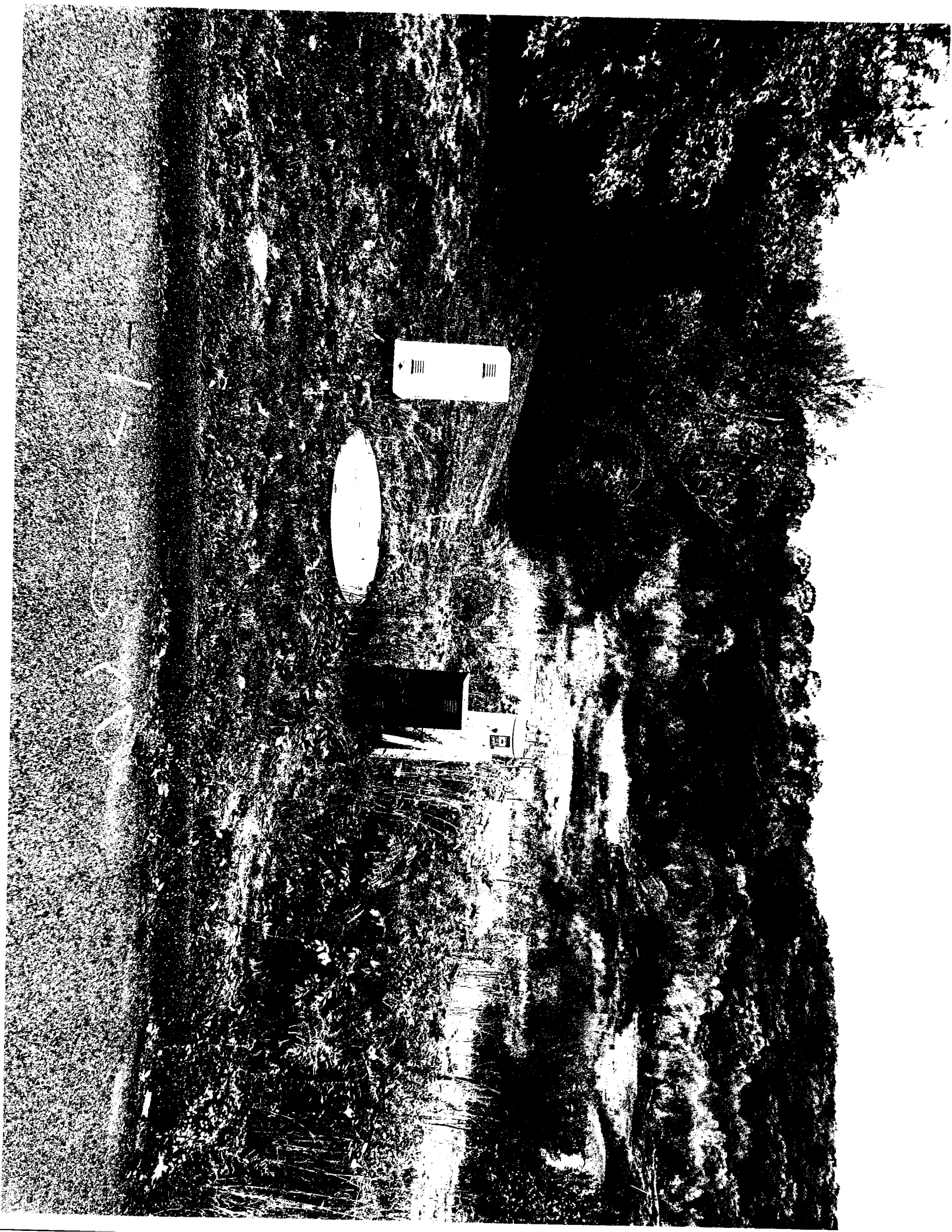
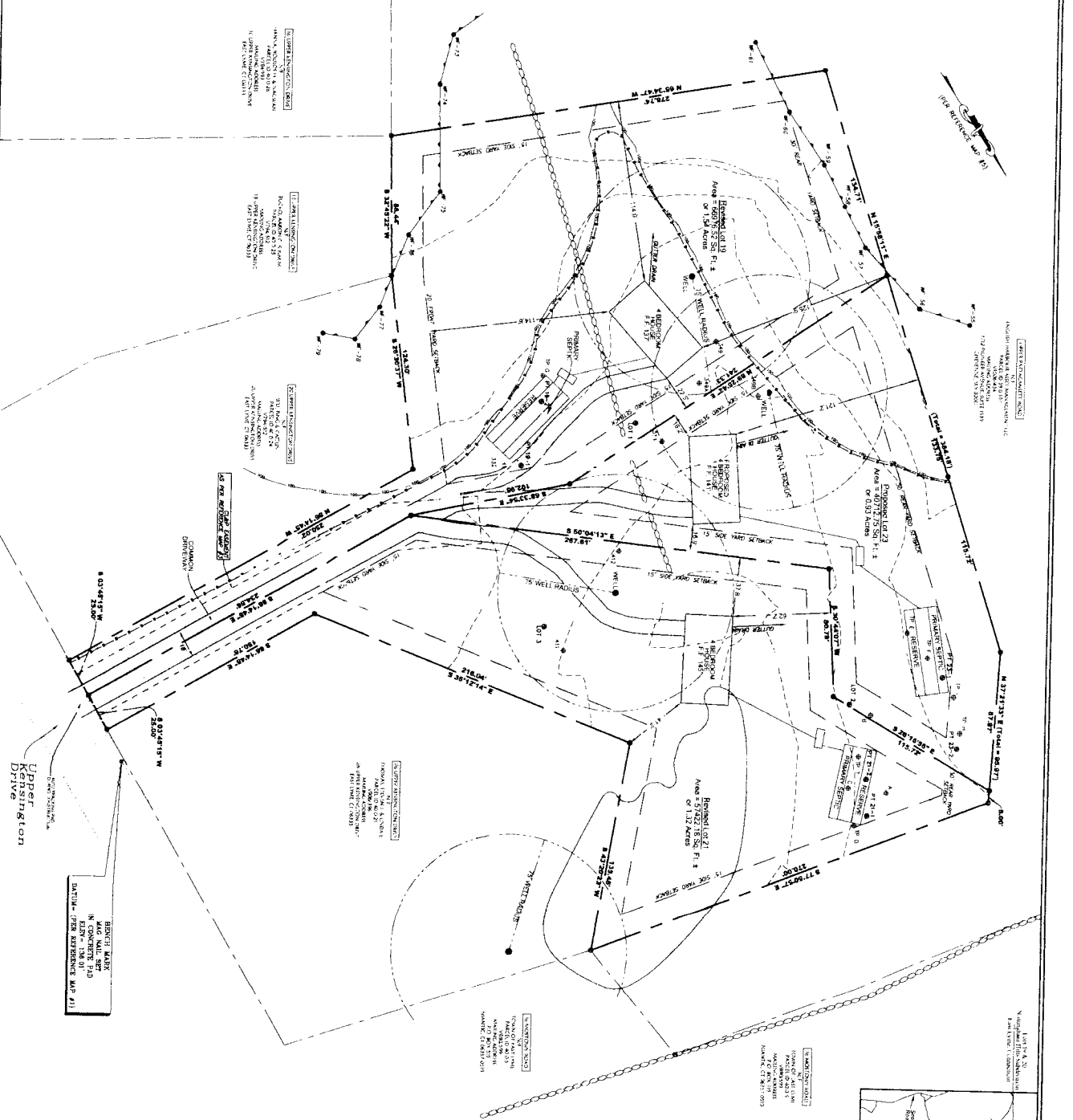


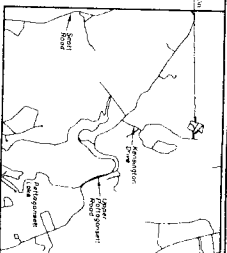
EXHIBIT 6

Legend

SYMBOL	DESCRIPTION
(Symbol)	PROPERTY CORNER TO BE SET
(Symbol)	IP / REBAR
(Symbol)	DEEP TEST PIT
(Symbol)	BRANCH WALK
(Symbol)	WETLANDS PAD
(Symbol)	WELL
(Symbol)	PIPING TEST
(Symbol)	CONCRETE AREA
(Symbol)	PROPOSED BRIDGE
(Symbol)	EXISTING UTILITY
(Symbol)	STORMWATER
(Symbol)	PROPOSED LOT
(Symbol)	PROPERTY LINE OTHER
(Symbol)	SETBACK LINE
(Symbol)	EASEMENT LINE
(Symbol)	WETLANDS LINE
(Symbol)	100' WETLANDS BUFFER LINE
(Symbol)	50' FENCE
(Symbol)	MOCK CONDO
(Symbol)	INTERIM CONDO
(Symbol)	EXISTING CONDO
(Symbol)	MOCK HOUSE
(Symbol)	MOCK GARAGE
(Symbol)	ELEVATION
(Symbol)	FACE OF CURB
(Symbol)	BULKHEAD CONCRETE (IP CURB)
(Symbol)	FINISHED FLOOR
(Symbol)	TYPICAL



Location Map
Scale: 1"=200'



Scale: 1"=30'

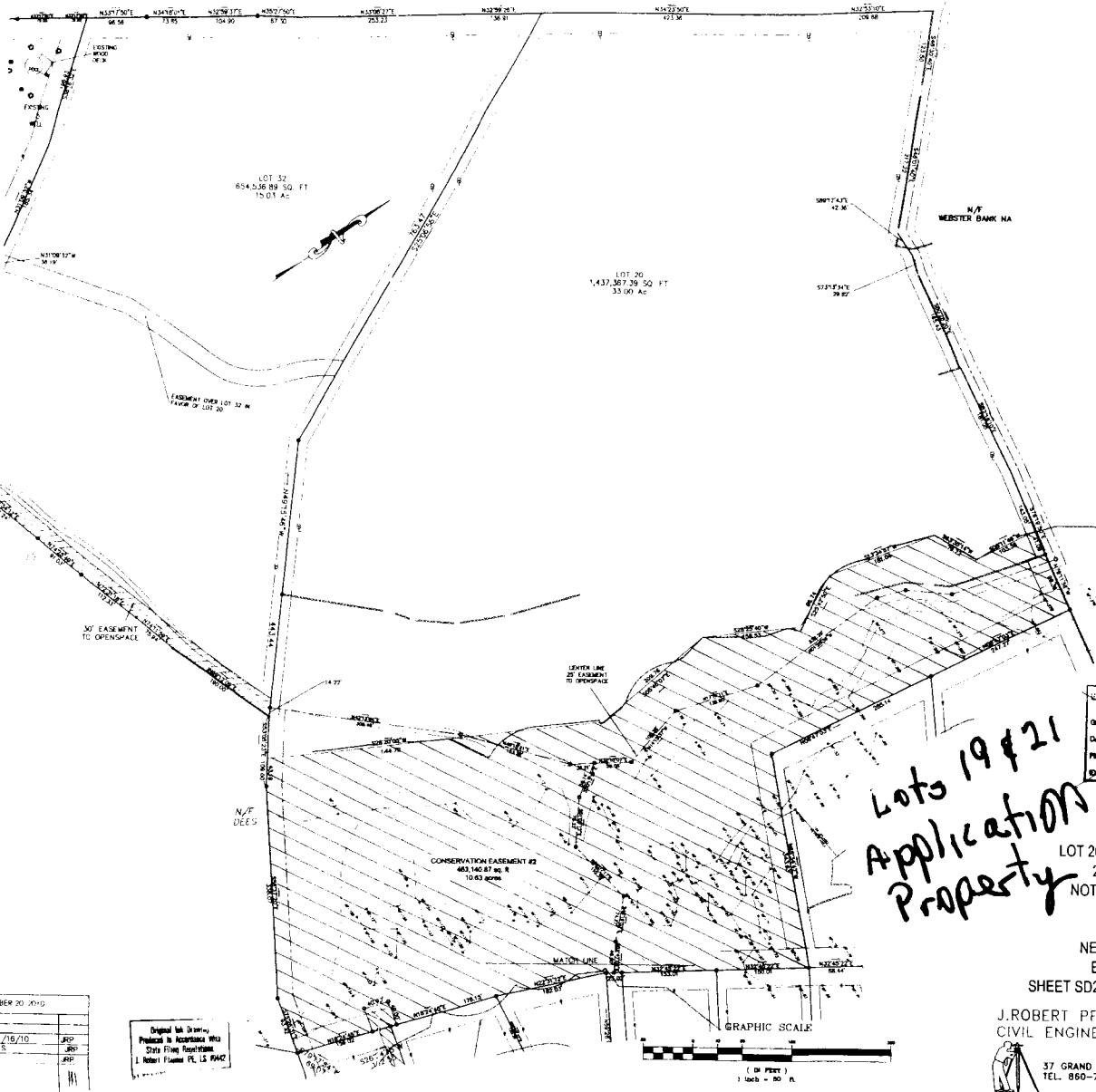
Nottingham Hills Subdivision
 Lot Line Revisions of Existing Lots 19 & 21
 &
Conservation Design Development
 of Portions
 of Lots 19 & 21

GESICK & ASSOCIATES, P.C.
 SURVEYORS | MAPPERS | PLANNERS
 19 CEDAR ISLAND AVE
 CLINTON, CONNECTICUT 06443
 OFFICE 860-659-7799 FAX 860-669-5833
 www.gesicksurveyors.com

<p>NOTICE: The information contained herein was prepared for the use of the person(s) named above and for the specific project and purpose stated. It is not intended for any other purpose and its use for any other purpose may be deemed to be unauthorized.</p>	<p>DATE: 11/11/07 DRAWN BY: [Name] CHECKED BY: [Name]</p>
---	---

EXHIBIT 7

N/E
WILLIAM C. JR. & HELEN J.
WALDON



FILED IN EAST LYME TOWN
CLERK'S OFFICE
Est. Bulletin
EAST LYME TOWN CLERK

EAST LYME PLANNING COMMISSION
APPROVED: *Michael...*
DATE: 11/14/2010
FILM DEADLINE: 11/14/2010
YEAR EXPIRATION DATE: 11/14/2015

EAST LYME PLANNING COMMISSION
CONSENTED APPLICATION
GRANTED
DATE: _____
FILM DEADLINE: _____
EXPIRATION DATE: _____

*Lots 19 & 21
Application
Property*

BOUNDARY LOT LAYOUT
LOT 20 UPPER KENSINGTON DRIVE &
239 PATTAGANSETT ROAD
NOTTINGHAM HILLS SUBDIVISION
PHASE 4
PREPARED FOR
NEW ENGLAND NATIONAL, LLC
EAST LYME CONNECTICUT
SHEET SD2 OCTOBER 20, 2010

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL. 860-739-6216 FAX 860-739-0693

Original lot Survey
Produced in accordance with
State Filing Requirements
J. Robert Pfanner P.E., L.S. 15442

10/20/10	JRP
11/16/10	JRP
12/15/10	JRP

03012 NOT-PH4.DWG

EXHIBIT 8

10/21/2020

Lot 19 & 21 Upper Kensington

From: pgeraghty@geraghtybonnano.com,

To: dholmes@llhd.org,

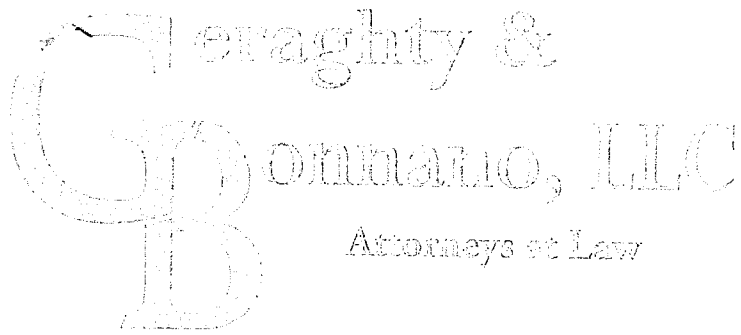
Cc: kristentclarke@gmail.com,

Subject: Lot 19 & 21 Upper Kensington

Date: Wed, Oct 21, 2020 9:57 am

Attachments: Holmes10212020Exhibits.pdf (553K), Nottingham Hills Subdivision - Lots 19 & 20 - 10-20-2020 (1).pdf (4377K), Ltr. Holme. 10.21.20 19& 21.pdf (2187K)

Danielle, attached please find electronic version of the maps dropped off yesterday with a cover letter outlining what is attached. Please call me if you have any questions regarding this. We are scheduled for a final hearing on the 27th before the planning commission. Paul.



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

*Also Admitted in New York
† Board Certified, Trial Advocate
‡ Also Admitted in Massachusetts and North Dakota

October 21, 2020

Via email dholmes@llhd.org
Danielle Holmes
Ledge Light Health District
216 Broad Street
New London, CT 06320

Re: Nottingham Hills Subdivision – East Lyme
Lot Line Revisions to Lots 19 & 21
1 Lot Re-Subdivision

Dear Danielle:

Attached is an electronic copy of the revised plans for the above referenced projects. An original stamped and signed set of these plans was delivered to your New London office yesterday afternoon.

The changes made to the current revisions when compared to that which I submitted on October 6, 2020 are as follows:

- On page 4 of 5 revised existing Lot 21 we relocated, slightly, the locations of the proposed primary and reserve areas
- On page 5 of 5 we added additional perc testing results

As you are aware, we have B-100A applications pending for revised lots 19 & 21 and a subdivision application which has been amended to reduce the new lots from two (2) to one (1).

Given the proposed use of Geomatrix product GST6236 systems, See Ex. A, we believe we have established the feasibility for four (4) bedroom system areas for the existing revised two lots (19&21) as well as the new lot (#23). To the extent that you disagree with this analysis, we believe, at a minimum, we have established site feasibility necessary for the lot line revisions and re-subdivision and are willing to agree to reduce bedroom counts for the purposes of current application knowing it will be the intent of the contract purchaser to demonstrate compliance

with the State of Connecticut Health Code necessary to obtain approval for 4 bedroom septic systems.

Please contact me should we need to discuss the pending applications referenced herein further.

Sincerely,

Paul M. Geraghty

Cc: Kristen Clarke PE

EXHIBIT A



GST Leaching System

37" Series

Product Name	Dimensions (W x H)	Effective Leaching Credit (SF/LF)	Center to Center Spacing (feet)	Storage Volume Gallons per LF
GST 3706	37" x 6"	3.6	8	3.05
GST 3712	37" x 12"	5.9	10	6.11
GST 3718	37" x 18"	8.2	10	9.16
GST 3724	37" x 24"	10.5	12	12.22
GST 3730	37" x 30"	12.9	12	15.27
GST 3736	37" x 36"	15.2	12	18.32

62" Series

Product Name	Dimensions (W x H)	Effective Leaching Credit (SF/LF)	Center to Center Spacing (feet)	Storage Volume Gallons per LF
GST 6206	62" x 6"	5.9	12	4.52
GST 6212	62" x 12"	10.0	12	9.23
GST 6218	62" x 18"	14.0	13	13.84
GST 6224	62" x 24"	18.1	13	18.45
GST 6230	62" x 30"	22.1	13	23.06
GST 6236	62" x 36"	26.2	13	27.68

37" Series

Stone and Sand Volume Guide

Product Name	Amount of DOT No. 6 3/4"	
	Stone Required	Amount of ASTM C-33 Sand Required
GST 3706	0.16	0.18
GST 3712	0.19	0.25
GST 3718	0.22	0.32
GST 3724	0.25	0.39
GST 3730	0.28	0.46
GST 3736	0.31	0.53

62" Series

Product Name	Amount of DOT No. 6 3/4"	
	Stone Required	Amount of ASTM C-33 Sand Required
GST 6206	0.20	0.25
GST 6212	0.27	0.35
GST 6218	0.35	0.46
GST 6224	0.43	0.56
GST 6230	0.50	0.66
GST 6236	0.58	0.76

NOTE: Amount, of stone calculated to fill form and to provide 6" over GST to accommodate distribution pipe. Installer is responsible for ordering additional necessary stone to account for spillage, etc. **STONE MUST BE WASHED & CLEAN!**

NOTE: Amount of sand calculated to fill the form, a base of 4" and a 4" perimeter around the form. Installer is responsible for ordering additional sand for larger and/or irregularly shaped excavations, to account for spillage, etc. **MUST MEET ASTM C-33 SPEC.**

114 Mill Rock Road East – Old Saybrook, CT 06475
Phone: 860-510-0730 – Fax: 860-510-0735

Geomatrix products are manufactured under one or more of the following U.S. patents: 6,485,647, 6,726,401, 6,814,866, 6,887,383, 6,923,905, 6,959,882, 6,969,464, 7,157,011, 7,309,434, 7,351,005, 7,374,670, 7,485,390, 7,744,759 - April 2011 All rights reserved

Geraghty & Bonnano, LLC

Attorneys at Law

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

*Also Admitted in New York
† Board Certified, Trial Advocate
†† Also Admitted in Massachusetts and North Dakota

October 26, 2020

Via Email kirkscott@hotmail.com

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

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

Dear Chairman Scott:

This correspondence and exhibits are submitted to supplement my letter to you and the East Lyme Planning Commission dated October 5, 2020 which appears in the record of this application as Ex. X which was the response to email comments by East Lyme Planning Commission alternate member Brian Bombach dated September 1, 2020.

Enclosed herewith are the following:

- Ex. 31: Is sheet SD 7 of the approved Nottingham Hills Subdivision Phase 3 plans. This page of the plans show the existing site plan for lots 19 & 21 that was approved by the East Lyme Planning Commission. It is important to note on this plan the homesite shown for lot 19 on the currently approved homesite is located exactly 15' from the northeasterly property line.
- Ex. 32: A 2019 aerial photograph from the Town of East Lyme GIS map that shows the properties located at 22, 24 & 26 Upper Kensington

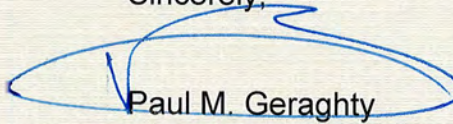
Drive. This aerial photograph clearly demonstrates the real property subject to the pending applications was not "forested" as was claimed in the September 1, 2020 Bombach email.

Ex.33

An alternative Site Plan that my client has prepared to demonstrate other potential locations for the homesites on the new and revised lots contemplated by the pending application. The ultimate decision for the homesites location(s) will be determined by the properties purchaser(s) which will require approval by the Town of East Lyme Planning, Zoning and Engineering Departments as well as the Building Inspector.

Please add these exhibits and this correspondence to the record of my clients pending application.

Sincerely,



Paul M. Geraghty

Cc Gary Goeschel via email
Kristen T. Clarke PE via email

EXHIBIT 31



LEGEND

- 1. 1" = 10' GRADE
- 2. 1" = 10' EXISTING GRADE
- 3. 1" = 10' PROPOSED GRADE
- 4. 1" = 10' EXISTING ELEVATION
- 5. 1" = 10' PROPOSED ELEVATION
- 6. 1" = 10' EXISTING SPOTS
- 7. 1" = 10' PROPOSED SPOTS
- 8. 1" = 10' EXISTING SPOTS
- 9. 1" = 10' PROPOSED SPOTS
- 10. 1" = 10' EXISTING SPOTS
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- 49. 1" = 10' PROPOSED SPOTS
- 50. 1" = 10' EXISTING SPOTS



- NOTES:
1. UNDESIGNED SHALL BE AS SHOWN ON THE PLAN AT THE DATE OF CONSTRUCTION.
 2. ALL THE PORTION OF THE NEW GRADING, UNDERGROUND, AND ALSO BE AS SHOWN ON THE PLAN.
 3. ALL THE PORTION OF THE NEW GRADING, UNDERGROUND, AND ALSO BE AS SHOWN ON THE PLAN.
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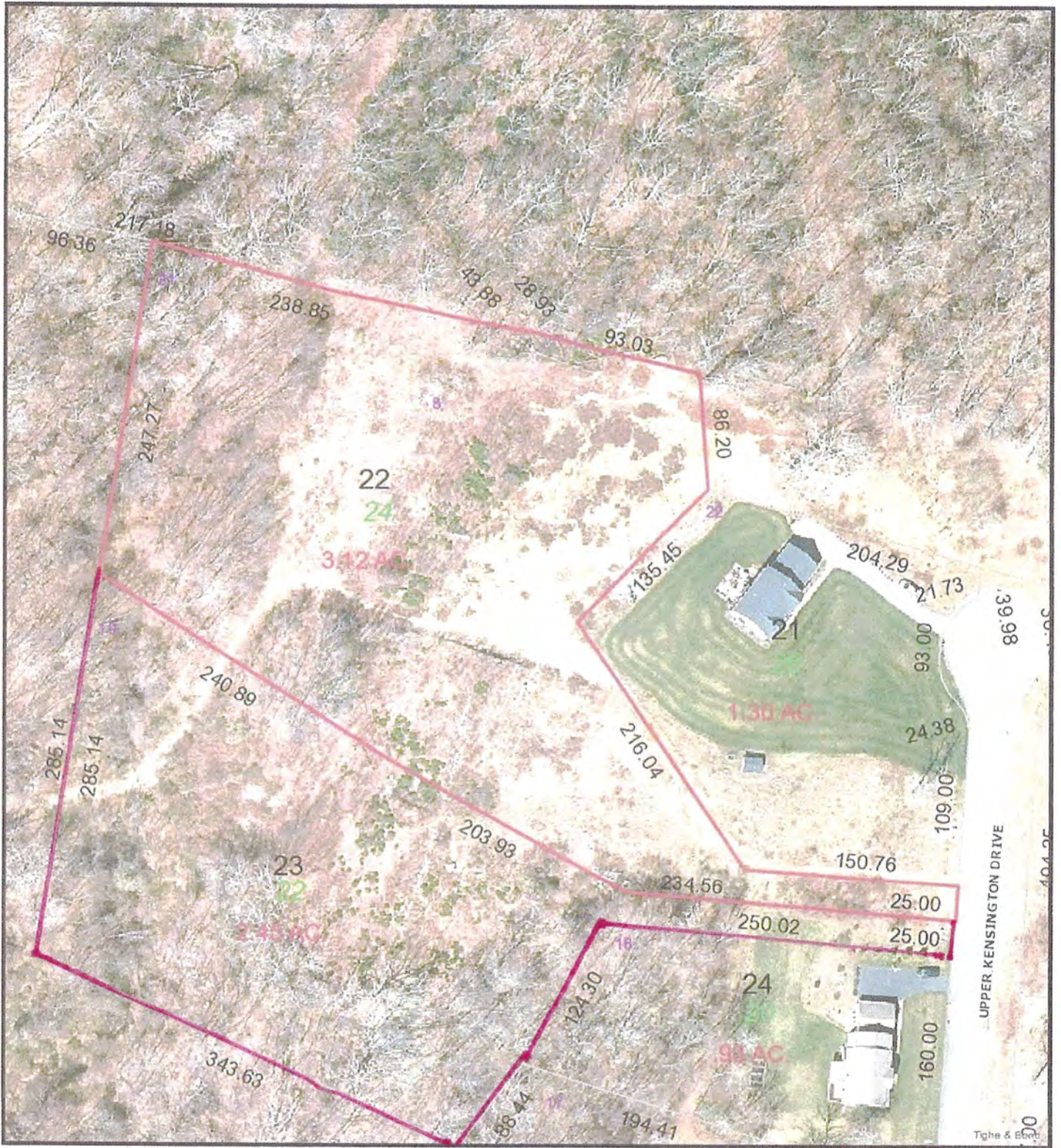
NO.	DATE	DESCRIPTION
1	2005.08.01	ISSUED FOR PERMIT
2	2005.08.01	ISSUED FOR PERMIT
3	2005.08.01	ISSUED FOR PERMIT



GRADING AND E&S PLAN
 LOTS 18, 19, 21, 20, 22 & 24
 NOTTINGHAM HILLS SUBDIVISION
 PHASE 3
 NANTIC REAL ESTATE, LLC
 East Lyme, Connecticut
 SHEET SD7
 AUGUST 1, 2005

J. ROBERT PFANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS

EXHIBIT 32



10/25/2020 12:55:55 PM

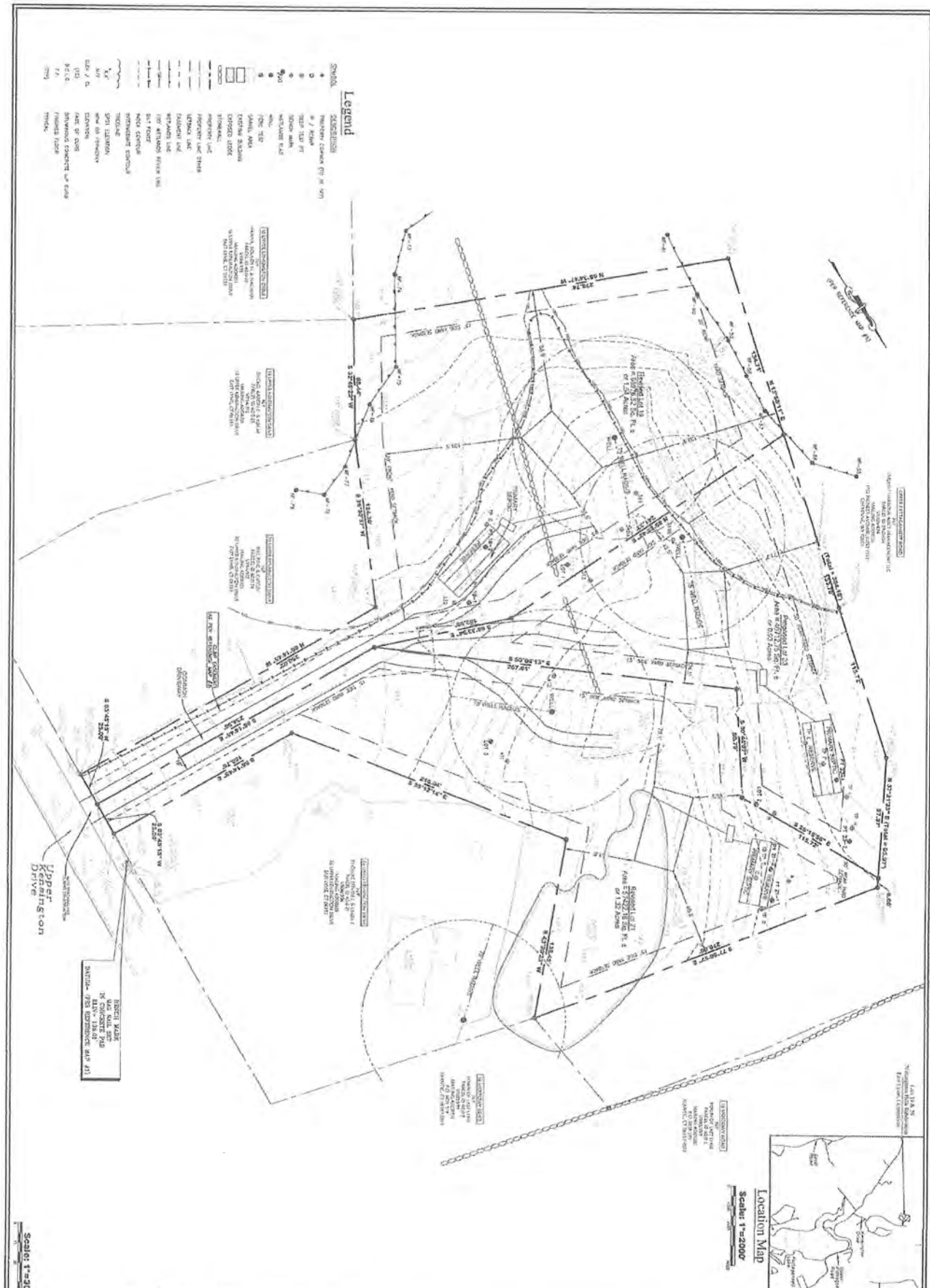
Scale: 1"=100'

Scale is approximate

The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.



EXHIBIT 33



(Site Plan With Alternative House Locations)

<p>NOTES</p> <p>1. All dimensions are in feet and inches.</p> <p>2. All bearings are in degrees, minutes and seconds.</p> <p>3. All areas are in square feet.</p> <p>4. All volumes are in cubic feet.</p> <p>5. All elevations are in feet above mean sea level.</p> <p>6. All distances are in feet.</p> <p>7. All bearings are in degrees, minutes and seconds.</p> <p>8. All areas are in square feet.</p> <p>9. All volumes are in cubic feet.</p> <p>10. All elevations are in feet above mean sea level.</p>	<p>NOTtingham Mills Subdivision Lot Line Revisions of Existing Lots 19 & 21 Conservation Design Development 1 Lot Re-Subdivision of Portions of Lots 19 & 21</p>	<p>GESICK & ASSOCIATES, P.C. SURVEYORS & PLANNERS 19 CEDAR ISLAND AVE. DUNTON, CONNECTICUT 06843 PHONE: (860) 263-7789 FAX: (860) 263-3533 WWW.GESICK.COM</p>	<p>Scale: 1"=200'</p> <p>Location Map</p> <p>Scale: 1"=2000'</p>	<p>Scale: 1"=20'</p>
--	---	---	--	-----------------------------

Geraghty & Bonnano, LLC

Attorneys at Law

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

*Also Admitted in New York
† Board Certified, Trial Advocate
** Also Admitted in Massachusetts and North Dakota

October 26, 2020

Via Email ggoeschel@eltownhall.com
Gary Goeschel
Planning Director
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

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

Dear Gary:

Please accept this correspondence as my client's supplement to the record of the above referenced application regarding the following matters;

1. Conventional Plan Analysis

Attached as Ex. 1 is an updated conventional plan which demonstrates that four (4) lots could be created from the existing two (2) lots by;

- Installing a short cul de sac as a Town Owned Road. I would note the existence of the 50' required to do so exists in the lots present configuration. This plan is currently identified in Ex. Y in the record of this application. The proposed Town Road is shown in Red Ink.
- To create the fourth lot, we would need to eliminate some, if not all, of the land to be transferred to the East Lyme Land Trust originating out of Lot 21 which totals 1.27 acres. See Ex. 2. This area is shown in Red Ink on Ex. 1 as well. I would also note that we have retained grading rights on each of the abutting lots which I have enclosed as Ex. 3 to this correspondence.

2. Open Space Contributions

- The applicant has provided an additional 1.78 acre of Open Space from the originally approved lots 19 & 21. This was not required since more than required has already been provided as demonstrated in the detail provided as Ex. 4 herein. In addition, I would note we would incorporate into the record of this application the minutes of the November 16, 2010 meeting of the East Lyme Planning commission wherein the Open Space Agreement with the original developer is addressed in detail. See Ex. 5.

Open Space Provided Pre application	41.35 acres
Open Space Provided from existing lots 19 & 21	1.78 acres
Total Open Space	43.13 acres
Total Land Area (Both Pre and Post Application)	107.82 acres

In addition to these items I will deliver to you today original signed, sealed and stamped plans to be used as exhibits as follows:

- 1) Conventional plan as is included as Ex. 1 herein
- 2) Overlay Map showing existing v. proposed improvements (Ex. 6 herein)
- 3) Alternative site Plan identified as Ex. 33 to Ex. X (Bombach rebuttal)(Ex. 7 herein)

Please add this correspondence and its exhibits to the record of my client's Planning Commission application referenced herein.

Sincerely,

Paul Geraghty

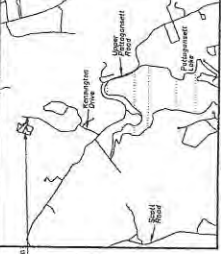
cc: Kristen Clarke, P.E. enc.
Kirk Scott enc.

EXHIBIT 1

GESICK & ASSOCIATES, P.C.
SURVEYORS & PLANNERS
19 CEDAR BLVD. SUITE 200
CLINTON, CONNECTICUT 06413
OFFICE: 860-668-7799 FAX: 860-668-0333
www.gesickyours.com

Scale: 1" = 40'

NETTINGHAM HILLS SUBDIVISION
ZONING: R-1
TOWN OF EAST DUNSTON, CONNECTICUT



NOTES

- 1) THIS SURVEY PLAN HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF THE STATE OF CONNECTICUT, AND THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT, AND THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT, AND THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.
- 2) THE SURVEY WAS CONDUCTED ON [DATE] BY [SURVEYOR NAME].
- 3) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.
- 4) THE MAP IS THE PROPERTY OF GESICK & ASSOCIATES, P.C. AND HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT. IT IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF GESICK & ASSOCIATES, P.C.

1) THE SURVEY PLAN HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF THE STATE OF CONNECTICUT, AND THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT, AND THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

2) THE SURVEY WAS CONDUCTED ON [DATE] BY [SURVEYOR NAME].

3) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

4) THE MAP IS THE PROPERTY OF GESICK & ASSOCIATES, P.C. AND HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT. IT IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF GESICK & ASSOCIATES, P.C.

5) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

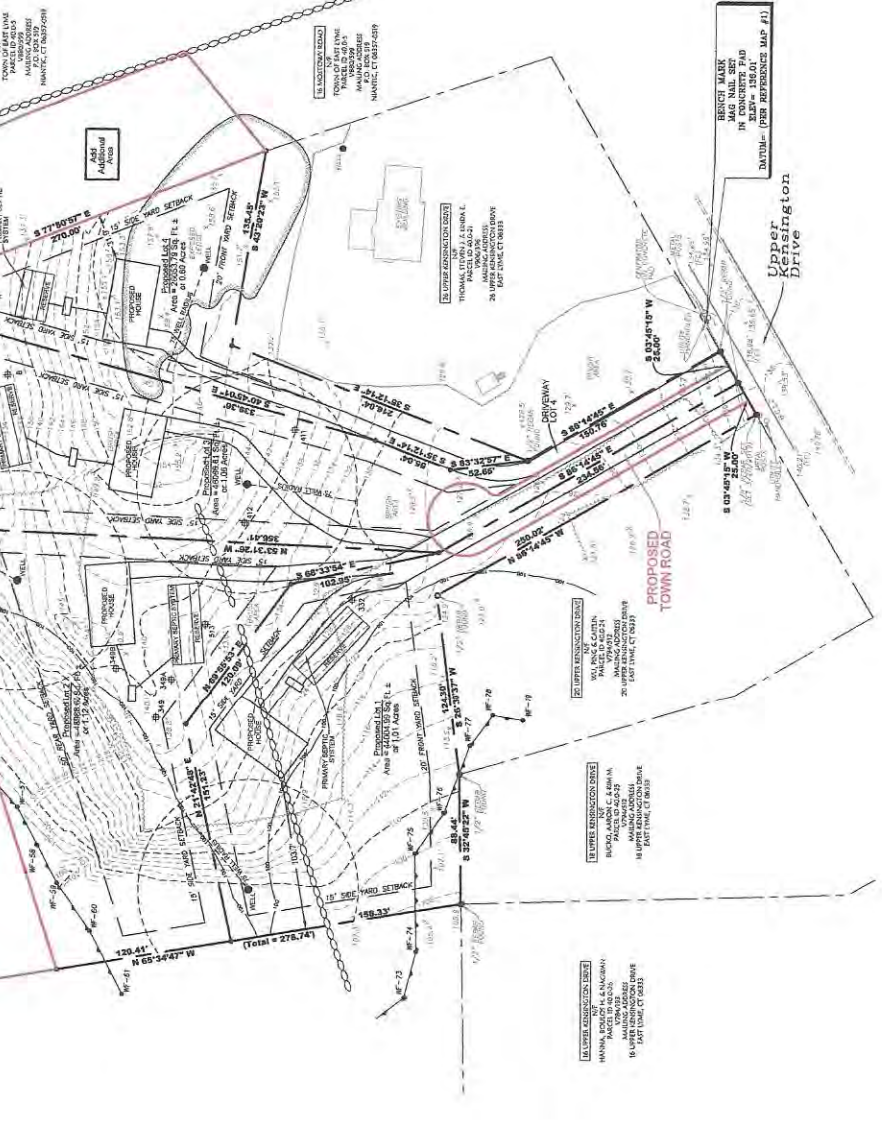
6) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

7) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

8) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

9) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.

10) THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPS IN THE STATE OF CONNECTICUT.



LEGEND

SYMBOL	DESCRIPTION
●	PROPERTY CORNER
○	IP / REBAR
⊕	DEEP TEST PIT
⊙	BENCH MARK
⊗	WELFARE FLAG
⊚	WELL AREA
⊛	EXISTING BUILDING
⊜	PROPOSED BUILDING
⊝	STAGNANT
⊞	PROPERTY LINE OTHER
⊟	PROPERTY LINE
⊠	WELFARE LINE
⊡	100' WELFARE RIVER LINE
⊢	INDEX CONTOUR
⊣	RELIEF
⊤	SPRING
⊥	NEW OR FORMER
⊦	EDUCATION
⊧	FACE OF CURB
B.S.L.C.	BITUMINOUS CONCRETE LIP CURB

EXHIBIT 2



Upper Palaganzell Road

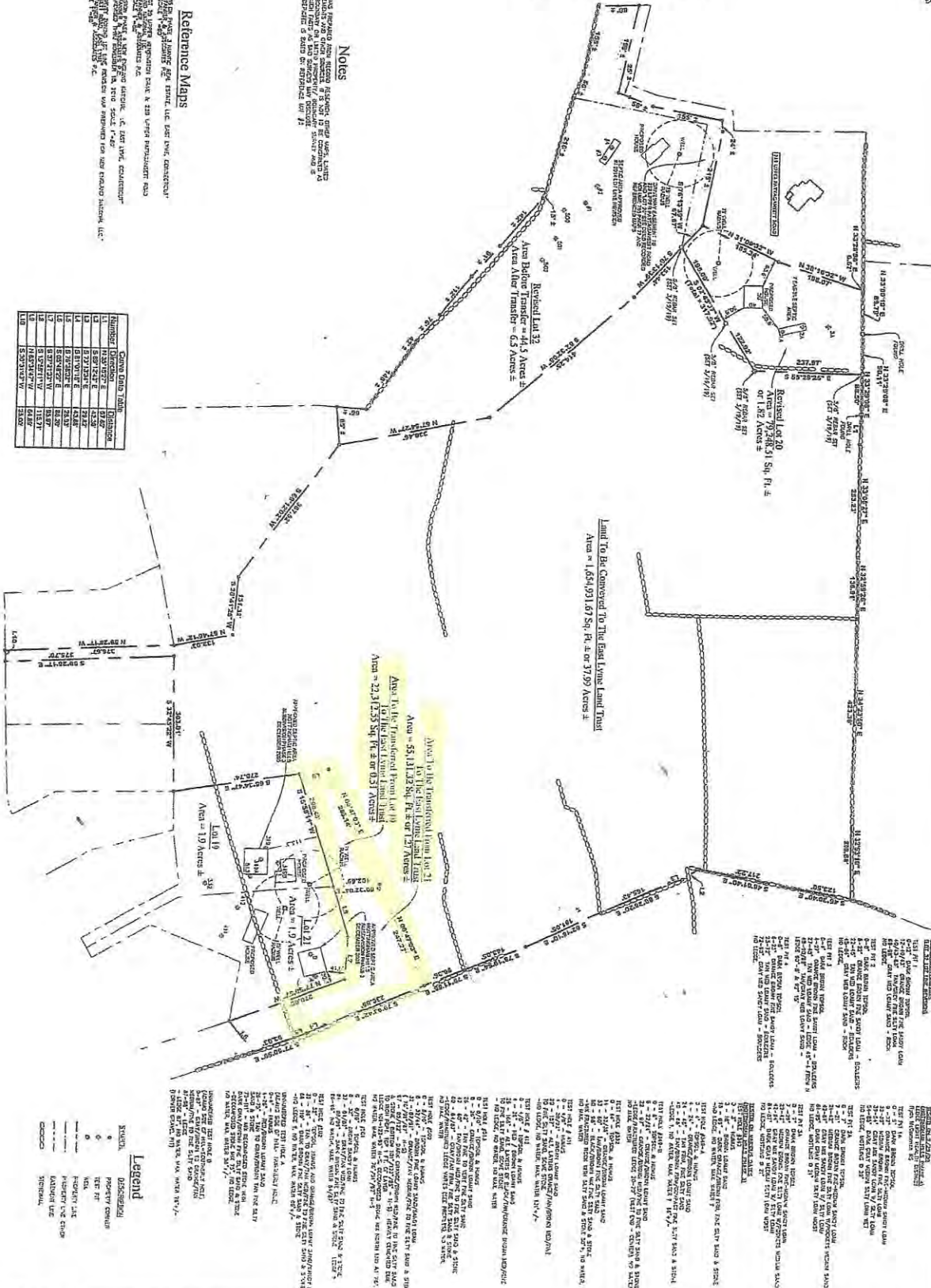
NOTES

A. This map was prepared from aerial photography and ground surveys. It is not to be construed as a warranty of accuracy or a guarantee of title. It is for informational purposes only and should not be relied upon for legal purposes.

Reference Maps

1. Aerial Photography - 1998
2. Ground Surveys - 1998
3. Plat Map - 1998
4. Plat Map - 1998
5. Plat Map - 1998
6. Plat Map - 1998
7. Plat Map - 1998
8. Plat Map - 1998
9. Plat Map - 1998
10. Plat Map - 1998
11. Plat Map - 1998
12. Plat Map - 1998
13. Plat Map - 1998
14. Plat Map - 1998
15. Plat Map - 1998
16. Plat Map - 1998
17. Plat Map - 1998
18. Plat Map - 1998
19. Plat Map - 1998
20. Plat Map - 1998

Lot	Area	Acres
1	1.0	1.0
2	1.0	1.0
3	1.0	1.0
4	1.0	1.0
5	1.0	1.0
6	1.0	1.0
7	1.0	1.0
8	1.0	1.0
9	1.0	1.0
10	1.0	1.0
11	1.0	1.0
12	1.0	1.0
13	1.0	1.0
14	1.0	1.0
15	1.0	1.0
16	1.0	1.0
17	1.0	1.0
18	1.0	1.0
19	1.0	1.0
20	1.0	1.0



REVISIONS

No.	Date	Description
1	10/1/98	Initial Drawing
2	10/1/98	Revised Lot Lines
3	10/1/98	Added Dimensions
4	10/1/98	Added Annotations
5	10/1/98	Added Notes
6	10/1/98	Added Legend
7	10/1/98	Added Table
8	10/1/98	Added Scale
9	10/1/98	Added Title Block
10	10/1/98	Added North Arrow
11	10/1/98	Added Reference Maps
12	10/1/98	Added Notes
13	10/1/98	Added Dimensions
14	10/1/98	Added Annotations
15	10/1/98	Added Notes
16	10/1/98	Added Dimensions
17	10/1/98	Added Annotations
18	10/1/98	Added Notes
19	10/1/98	Added Dimensions
20	10/1/98	Added Annotations

Lot Line Revisions

NOTTINGHAM HILLS SUBDIVISION LOTS 15, 20, 21 & 22
 Property Owners: Englehart Harbour Assot
 Management LLC
 c/o Kristin Clarke P.E.
 375 N. Bond Drive
 Manchester, NH

GESICK & ASSOCIATES, P.C.
 SURVEYORS & ENGINEERS
 10 CEDAR ISLAND AVE.
 CLINTON, CONNECTICUT 06113
 OF FILE: 060-656-7788 FAX: 060-656-8533
 www.gesicksurveyors.com

To the best of my knowledge and belief, I certify that the information furnished on this map is true and that I am a duly licensed professional engineer in the State of Connecticut.



EXHIBIT 3

Return to: Stephen & Linda Thomas
73 Laurelwood Rd.
Meriden CT 06457

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.

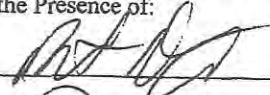
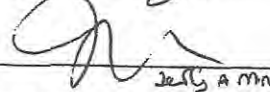
TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said Grantees, and unto the survivor of them and unto such survivor's heirs and assigns forever, to them and their own proper use and behoof.

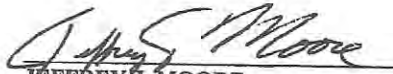
ALSO, the said Grantor does by these presents bind himself and his heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantees, and to the survivor of them, and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as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

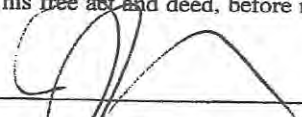
Signed, Sealed and Delivered in the Presence of:



Lesly A. Blais


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 A. Blair

East Lyme Town Clerk

WARRANTY DEED-STATUTORY FORM

NIANTIC REAL ESTATE, LIMITED LIABILITY COMPANY, 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 HUNDRED FIFTY SEVEN THOUSAND and 00/100 (\$ 157,000.00) DOLLARS, grant to

PING WU and CAITLIN WU

of the Town of Groton, County of New London and State of Connecticut, with WARRANTY COVENANTS, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Two certain tracts or parcels 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 24th day of January, 2008.

WITNESSED BY:

[Handwritten signature of James C. Tsui]

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

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

by [Handwritten signature of Jeffrey A. Torrance]
Jeffrey A. Torrance, its Manager

Personally appeared, Jeffrey A. 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.

[Handwritten signature of Commissioner of the Superior Court]

Commissioner of the Superior Court

Latest Mailing Address of Grantee:
200 Michelle Lane, #307, Groton, CT 06340

CONVEYANCE TAXES COLLECTED \$785.00
392.50
[Handwritten signature of Esther B. Williams]
TOWN CLERK OF EAST LYME

Lot #18 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 as 20 Upper Kensington Drive and shown and designated as Lot 18 on that certain map entitled "Boundary Lot Layout Nottingham Hills Subdivision Phase 3 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 Jan 24 2008
3:30 AM
P.M. [Signature]
East Lyme Town Clerk

EXHIBIT 4

OPEN SPACE CALCULATIONS
NOTTINGHAM HILLS SUBDIVISION

Phase I

<u>Lot #</u>	<u>Acreage</u>
1	1.71
2	.92
3	1.25
4	1.39
5	1.23
6	1.21

Phase II

6	1.34
8	2.21
9	3.09
10	1.95
11	1.71
30	1.29
31	1.34
48	2.96
49	2.11
197 Upper Patt	2.68

Phase III

12	1.06
13	1.34
14	1.17
15	1.27
16	1.35
17	1.0
18	.93
19 (rear)	2.45
20	Phase IV
21 (rear)	3.12
22	1.30
24	1.73
25	1.78
26	2.58
27	2.91

28 4.36

Phase IV

20 33.0
29 3.05
32 15.03

Open Space

Aunt Ruth Turnpike 23.2
Phase I .32 (south side Kensington Drive)
Phase II 4.24 (Conservation Easement)
Phase III N/A
Phase IV 10.63 (Conservation Easement)
2.96 (Conservation Easement)

TOTAL ACRES

LOTS: 107.82

OPEN SPACE: 41.35

EXHIBIT 5

NOV 22 20 10 at 10:00 AM PM

EAST LYME PLANNING COMMISSION
PUBLIC HEARING IV
Tuesday, NOVEMBER 16th, 2010
MINUTES

Isabel B. Williams
EAST LYME TOWN CLERK

The East Lyme Planning Commission held a Public Hearing on the Application of New England National LLC for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Rd., East Lyme, CT; Tax Assessor's Map #39.0, Lot 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations on November 16, 2010 at Town Hall, 108 Pennsylvania Ave., Niantic, CT. Acting Chairman McPherson opened the Public Hearing and called it to order at 7:46 PM after the three previously scheduled Public Hearings.

PRESENT: George McPherson, Acting Chairman, Francine Schwartz, Frank Balantic, Alternate, Brian Bohmbach, Alternate

ALSO PRESENT: Jeffrey Torrance, representing the Applicant
Attorney Mark Block, Town Counsel
Gary Goeschel, Planning Director
William Scheer, Town Engineer

ABSENT: Mike Bowers, Chairman, Mike Mangelinkx, Chris Sandford,
Brian Schuch, Joan Bengtson, Alternate

Pledge of Allegiance

The Pledge was observed.

Acting Chairman McPherson noted that he had seated Frank Balantic Alternate and Brian Bohmbach, Alternate at the table this evening.

Public Hearing I

1. Application of New England National LLC for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Rd., East Lyme, CT; Tax Assessor's Map #39.0, Lot 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record located at the terminus of Kensington Drive and north of Upper Kensington Drive, East Lyme, Connecticut, Tax Assessor's Map #40.0, Lot #14-1; and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations

Mr. McPherson called for the applicant or his representative to give a presentation on this application.

Jeffrey Torrance, representing the applicant submitted Exhibit P for the record – a letter dated 11/2/2010 from Robert A. Blatt authorizing him to act on his behalf on this application.

Mr. Goeschel read the List of Exhibits into the record and added Exhibit Q – Plans revised through 11/16/2010 and Exhibit R – Certificates of Mailing dated 11/12/2010. (List attached at end of Minutes).

Mr. Torrance noted that the sign was posted on the property on November 1, 2010. He explained that this property is approximately 48 acres that was set aside for future development. It has access from two locations – the Nottingham Hills Subdivision and Pattagansett Road. The proposal is to make two lots from the one. One lot would be approximately 15 acres and the other would be 33 acres. A third lot is a parcel of land that was preliminarily designated as open space in a previous application – but was not finalized. There is a 3.04 acre parcel and 22 acres of conservation easement and they are designating an additional 10.63 acres on the 48 acre parcel as open space. This is far more than they are required to set aside and they want to reserve the right to use it for the open space requirement calculations on future development. He

X
X
X

continued that in working with the Town Engineer, they no longer need the waiver of Section 6-16-1 through 6-16-6 and Sheet SD4 shows the stormwater detention area. An area was originally designed to keep stormwater on site adjacent to this lot however they have added more. He summed up that he feels that they have met the requirements for the subdivision of the two parcels.

Mr. McPherson asked if the Commissioners had any questions or comments –

- X Mr. Goeschel asked if they were clear on the open space.
- Mr. Balantic asked if the ¾ acre shift was to allow for the conservation easement.
- Mr. Torrance said that went to wetlands and they approved it as a lot.
- X Mr. Balantic said that it looks like it is a good swap. He asked when the open space would be finalized.
- X Mr. Torrance said that per the opinion of Counsel, they do not have to do it until the development is finished so it could go on for quite some time. However – as per this 10 acre piece – he said they will put the conservation easement on it now but reserve the right to include it in future calculations.

William Scheer, Town Engineer explained the stormwater regulations noting that in a subdivision like this one where they are in the woods – there are basically swales and indentations in the ground. They are meant to catch the stormwater to pool and let it go into the ground. He said that he would review it out in the field when they start development but there is enough area and woods for the water to go into the ground.

Mr. Torrance said that while they requested a waiver of the stormwater regulations that it is basically a moot point and they do not need one.

Mr. McPherson called for any comments from the public –
Hearing none –
He called for a motion to close this Public Hearing –

****MOTION (1)**

Mr. Balantic moved to close this Public Hearing.
Mr. Bohmbach seconded the motion.
Vote: 4 – 0 – 0. Motion passed.

Mr. McPherson closed this Public Hearing at 8:05 PM.

Respectfully submitted,

Karen Zmitruk,
Recording Secretary

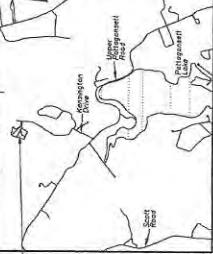
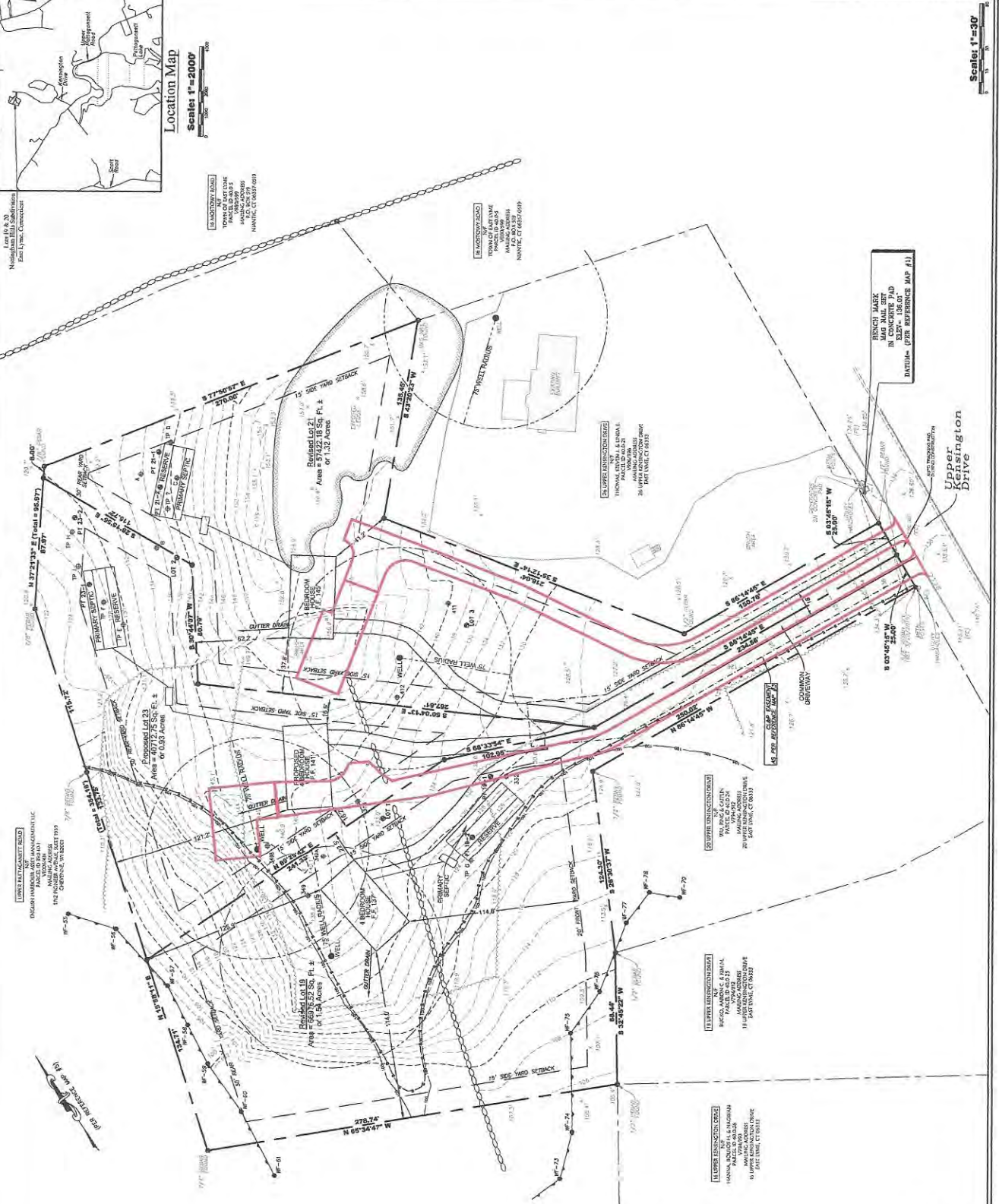
EXHIBIT 6

**Nottingham Hills Subdivision
 &
 Conservation Design Development
 1 Lot Re-Subdivision of
 Lots 19 & 21**

GESICK & ASSOCIATES, P.C.
 SURVEYORS & MAPERS | PLANNERS
 19 CEDAR ISLAND AVE.
 CLINTON, CONNECTICUT 06413
 OFFICE: 860-669-7799 FAX: 860-669-5833
 www.gesick.com

Date: August 18, 2009
 Drawing: Final
 Revision: 01
 Scale: 1"=30'

Project: 19 Cedar Island Ave., Clinton, CT 06413
 Client: [Redacted]
 Date: [Redacted]
 Drawing: [Redacted]
 Revision: [Redacted]



Location Map
 Scale: 1"=2000'

Lot 19 & 21 Subdivision
 19 Cedar Island Ave., Clinton, CT 06413

UNADJUSTED BOUNDARY
 TOWNSHIP BOUNDARY
 UNADJUSTED BOUNDARY
 UNADJUSTED BOUNDARY
 UNADJUSTED BOUNDARY
 UNADJUSTED BOUNDARY

UNADJUSTED BOUNDARY
 TOWNSHIP BOUNDARY
 UNADJUSTED BOUNDARY
 UNADJUSTED BOUNDARY
 UNADJUSTED BOUNDARY

PROPOSED LANE
 IN CONCRETE 7'40"
 WIDE
 DATUM: PER REFERENCE MAP #1

UNADJUSTED BOUNDARY
 DOUGLAS HANCOCK AND ASSOCIATES
 1743 FORTY-NINTH AVENUE, SUITE 100
 CHERRYVILLE, SOUTH CAROLINA 29015

UNADJUSTED BOUNDARY
 10' SIDE YARD SETBACK

UNADJUSTED BOUNDARY
 15' SIDE YARD SETBACK

UNADJUSTED BOUNDARY
 10' SIDE YARD SETBACK

UNADJUSTED BOUNDARY
 15' SIDE YARD SETBACK

Legend

SYMBOL	DESCRIPTION
○	PROPERTY CORNER (10 OR 20 FT)
○	P / REBAR
○	DEEP TEST PIT
○	BENCH MARK
○	WETLANDS FLAG
○	WELL
○	PERIC TEST
○	GRAVEL AREA
○	EXISTING BUILDING
○	PROPOSED LODGE
○	CONCRETE
○	PROPERTY LINE
○	PROPERTY LINE OTHER
○	SETBACK LINE
○	EASEMENT LINE
○	WETLANDS LINE
○	100' WETLANDS REVIEW LINE
○	50' FENCE
○	MARK CONTOUR
○	INTERMEDIATE CONTOUR
○	TITLELINE
○	SPOT ELEVATION
○	CONTOUR
○	BLK / TL
○	(TO)
○	B.C.L.C.
○	FINISHED FLOOR
○	TYPICAL

EXHIBIT 7

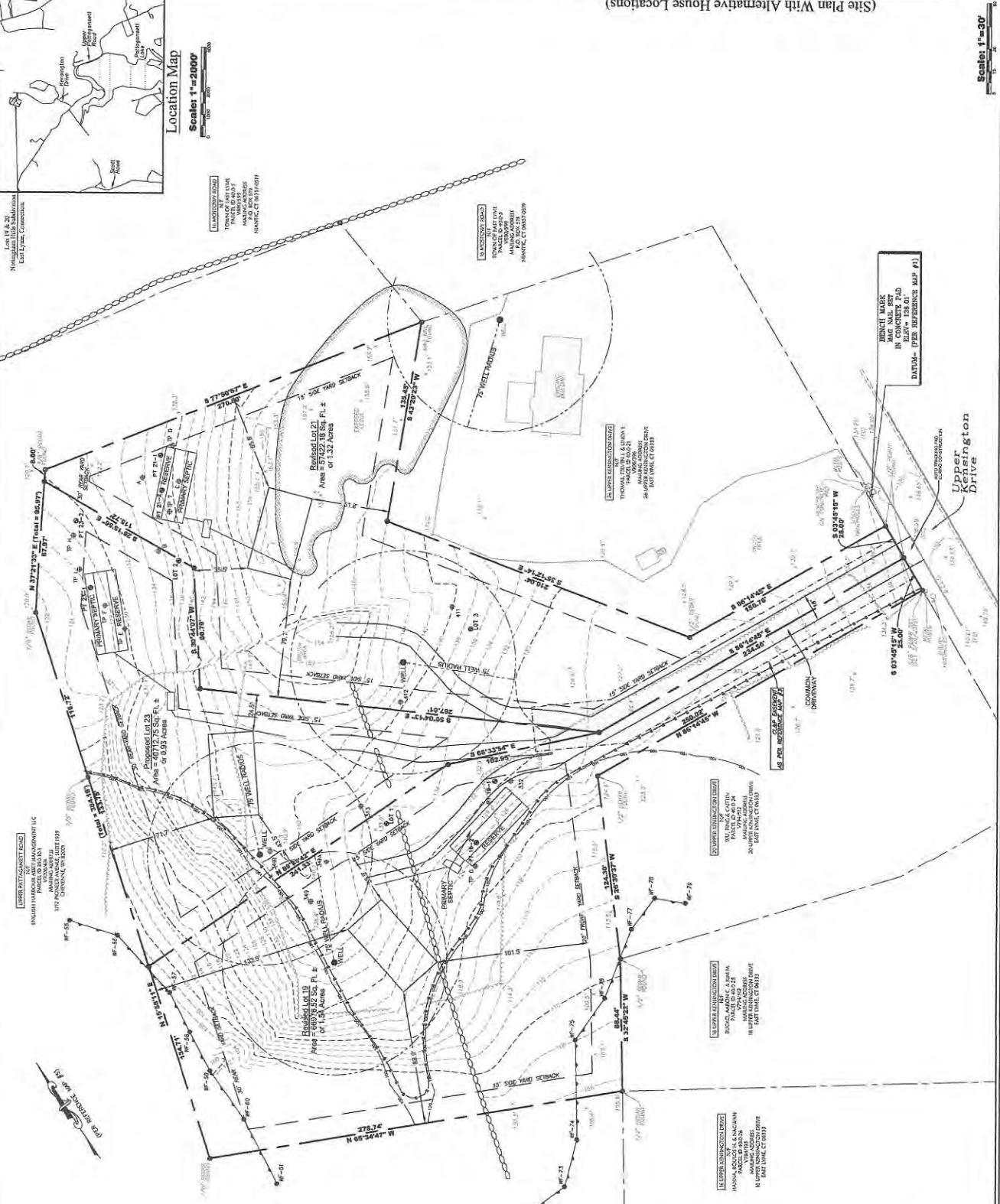
(Site Plan With Alternative House Locations)

Nottingham Hills Subdivision
 Conservation Development
 &
 Lot Re-Subdivision of Portions
 of Lots 18 & 21

GESICK & ASSOCIATES, P.C.
 SURVEYORS & MAPPERS / PLANNERS
 19 CEDAR ISLAND AVE.
 CLINTON, CONNECTICUT 06413
 OFFICE: 860-899-7799 FAX: 860-899-5833
 www.gesickandpartners.com

Project Name	Nottingham Hills Subdivision
Project No.	19-001
Client	Nottingham Hills Subdivision
Date	March 18, 2009
Drawn by	JDW
Checked by	JDW
Scale	1"=30'

THIS PLAN IS THE PROPERTY OF GESICK & ASSOCIATES, P.C. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GESICK & ASSOCIATES, P.C.



Lot 18 & 21
 Nottingham Hills Subdivision
 Conservation Development

Location Map
 Scale: 1"=2000'

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
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 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UPPER WETLANDS
 IN CONCRETE PAD
 MAX. MAX. 100'
 DRAINAGE PER RESERVATION MAP #1

Legend

SYMBOL	DESCRIPTION
○	PROPERTY CORNER (TO BE SET)
□	DEP TEST PIT
⊕	BENCH MARK
⊕	WETLANDS FLAG
○	WELL
○	PINK TEST
○	GRAVEL AREA
○	EXISTING BUILDING
○	DEPOSED LODGE
○	PROPERTY LINE
○	PROPERTY LINE OTHER
○	SETBACK LINE
○	EASEMENT LINE
○	WETLANDS LINE
○	100' WETLANDS REVIEW LINE
○	SILT FENCE
○	MOCK CONTOUR
○	INTERIM CONTOUR
○	TRAIL
○	SPOT ELEVATION
○	NEW OR FOREST
○	NEW / L
○	FACE OF CURB
○	B.C.L.C.
○	BRIMWOOD CONCRETE LIP CURB
○	FRESHED FLOOR
○	TYPICAL

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
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UNINCORPORATED ZONE
 TOWN OF CLINTON
 PLANNING & ZONING DEPARTMENT
 100 STATE ST.
 CLINTON, CT 06413

Geraghty & Bonnano, LLC

Attorneys at Law

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

*Also Admitted in New York
† Board Certified, Trial Advocate
†† Also Admitted in Massachusetts and North Dakota

October 26, 2020

Via Email ggoeschel@eltownhall.com
Gary Goeschel
Planning Director
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

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

Dear Gary:

Please accept this correspondence as my client's response to the comments contained in the two memo's received this morning from Messrs. Benni and Mulholland.

I.

In response to Mr. Mulholland's memo about the applicability of Section 23.2 and 23.3 of the zoning regulations I have the following response. Section 23.2 addresses the requirements of an application for Conservation Design Subdivision.

1. The provisions of Section 23.2 are met as follows
 - A. The property is in a permitted zone.
 - B. There will be less lots created than a conventional subdivision; 3 vs 4.
 - C. The plan is consistent with the PCOD.
 - D. The plan complies with all zoning regulations as has been demonstrated by the existing approval of lots 19 and 21 and the design elements of proposed lot 23.
 - E. Both Lots 19 and 21 have frontage on the town road. The regulations do not require the proposed lot have frontage where it has a shared driveway, which this does.
2. The proposed plan meets all local and state sanitation requirements as demonstrated by the two previously approved septic designs and the most recent design submitted to Ledge Light Health District.

23.3. Section 23.3 does not prohibit the applicant from proposing a CDD subdivision. What it provides is that the commission may require such a design for subdivisions which include 4 or more lots or less than ten (10) acres. It is therefore the authority given to the commission to require such a design. Nothing in the regulation prohibits an applicant from voluntarily choosing to do a CDD or less lots or acreage. In fact this is borne out by the application of Pazz & Construction, LLC for 24 Darrow's Ridge Road which was approved by the planning commission earlier this year on July 27, 2020. (Ex. A). This was an existing subdivision where the applicant choose to use the CDD regulations to create an additional lot, and for which he received approval.

3. Zoning Block. I am not sure what issues there are with the "zoning block", but the information contained in my client's plans is identical to that provided in the Pazz zoning block. Moreover, the memo does not indicate what if any issues Mr. Mulholland had.

II.

The following is the response to Mr. Benni's comments. The applicable regulations to which we are responding are identified in bold. We would note that the common driveway which has already been built to subgrade by the contract purchaser is entirely on existing lots 19 & 21. See photo Ex.1. The grade of the common driveway as identified in the 10/19/2020 plan Revisions Page 3 of 5 identifies the street elevation as 136'.98" that has a low point of 126'.4" 200' feet from the street or 10".94" feet which translates into a grade of < 5% . The grade then increases to 130.8 at the end of the common driveway easement area on existing lot 19. The length of this run is 75' with an increase in elevation of 5'.9" feet or less than the 10% max grade increase allowed by Section 6-2-5 (B) of the East Lyme Subdivision Regulations. As I indicated to Mr. Benni during our August 31, 2020 meeting while it is our obligation to demonstrate compliance with these regulations, which we have done, final details will be addressed between the contract purchaser and the Town Engineering Department as part of the Building Permit Process.

6-2-5 Lot Access

- (A) All Driveways shall be located, designed and constructed in a manner, which prevents erosion and minimizes driveway drainage onto existing or proposed streets and/or abutting properties and structural drainage facilities shall be incorporated into the driveway design and construction as necessary, to prevent excessive drainage onto streets or abutting properties.**

Only proposed lot 23 is applicable to this requirement as lots 19 & 21 already exist and this information is not required for a lot line revision.

Proposed Lot 23 has demonstrated a location for a rain garden that is appropriately sized to capture storm water drainage from this property to comply with the requirements set forth in 6-2-5 (A).

Proposed lot 23 is located more than 200' from the town road and given the elevations identified earlier in this response it is inconceivable any storm water runoff from this lot could ever reach Upper Kensington Drive.

(B) No Driveway shall be greater than 15% slope at any point. Any driveway having a grade of 10% or more, but not exceeding 15%, shall be paved for the entire length of the driveways. Shared driveways shall not exceed 10% or more on the shared portion of the driveway.

The common driveway does not exceed 10% per the analysis previously provided herein. The driveway for lot 23 commencing at the end of the common driveway and ending at the proposed garage entrance is calculated as follows;

Driveway length	180'
Beginning elevation	130'.8''
Garage Elevation	<u>139'.0</u> (Proposed FF elevation of 141'.-2'-+139'.0)
Change in elevation	8'.4'' over 180' = < 5%

(C) All driveways shall have a minimum width of ten (10) feet.

The proposed lot 23 driveway on the 10/19/2020 revised plans is 10'

(D) All driveways shall be paved with bituminous concrete from the edge of the street pavement to the edge of the right-of-way. The Commission may require additional paving based on location, environmental or geological concerns.

Proposed lot 23 has no frontage on Upper Kensington Drive and as such this requirement is not applicable. We would note that this requirement already exists for lots 19 & 21 as it was applicable to their Nottingham Hills Subdivision Phase 3 prior approval.

(F) All plans for subdivision or re-subdivision which show common driveways shall clearly state which lots are sharing the driveways. The Commission shall require a note to be placed on the plan stating that the deed(s) are to include all information regarding easements, rights and responsibilities regarding the common driveway. All proposed easements shall be shown on the plan with meets and bounds.

We have addressed this in Note 7 on page 1 of the 10/19/2020 revised plans as well as exhibit GG of the record of this application. The meets and bounds description of the easement area is identified in Reference Map 3 on page 1 of the 10/19/2020 revised plans.

Sincerely,

Paul Geraghty

cc: Kristen Clarke, P.E.
Kirk Scott

DARROWS POINT CONSERVATION DESIGN DEVELOPMENT

24 DARROWS RIDGE ROAD EAST LYME, CONNECTICUT

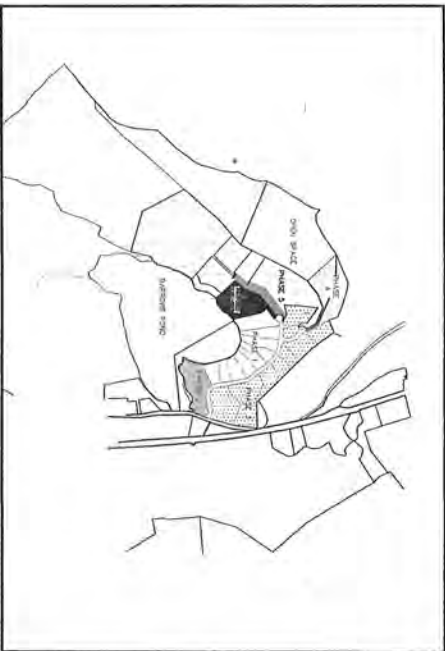
LEGEND

- IRON PIPE RECOVERED
- IRON PIN RECOVERED
- MORTSTONE RECOVERED
- CONNECTICUT HIGHWAY MONUMENT RECOVERED
- DRILL HOLE RECOVERED
- IRON PIN TO BE SET
- DRILL HOLE TO BE SET
- MONUMENT TO BE SET
- EXISTING CONTOUR
- PROPOSED CONTOUR
- BUILDING CONTOUR
- WATER LINE
- UNDERGROUND UTILITIES (PHONE/ELECTRICAL W/ETC.)
- UTILITY POLE
- TREE LINE / LIMITS OF CLEARING
- WETLANDS FLAG NO.
- F.F. FINISH FIRST FLOOR
- F.G.F. FINISH GARAGE FLOOR
- OPEN/REAR DOOR
- RECULATION TEST
- TEST HOLE
- SLIT FENCE

APPROVED BY THE EAST LYME PLANNING COMMISSION

Chairman / Secretary _____
 Approval Date _____
 Planning Director _____
 Expiration Date _____

NOTED: THIS PLAN WAS PREPARED BY J. ROBERT PFANNER & ASSOCIATES, P.C. IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF CONSERVATION AND RECREATION AND THE PLANNING COMMISSION OF EAST LYME, CONNECTICUT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.



SITE LOCATION MAP
 SCALE : 1" = 800'
 SHEET INDEX

- SHEET NO. _____ DESCRIPTION _____
1. INDEX SHEET
 2. BOUNDARY SURVEY - LOT LAYOUT
 3. GRADING - EROSION & SEDIMENTATION CONTROL PLAN
 4. NATURAL AND CULTURAL RESOURCES PLAN
 5. SEPTIC DESIGN NOTES
 6. DETAIL & TEST DATA

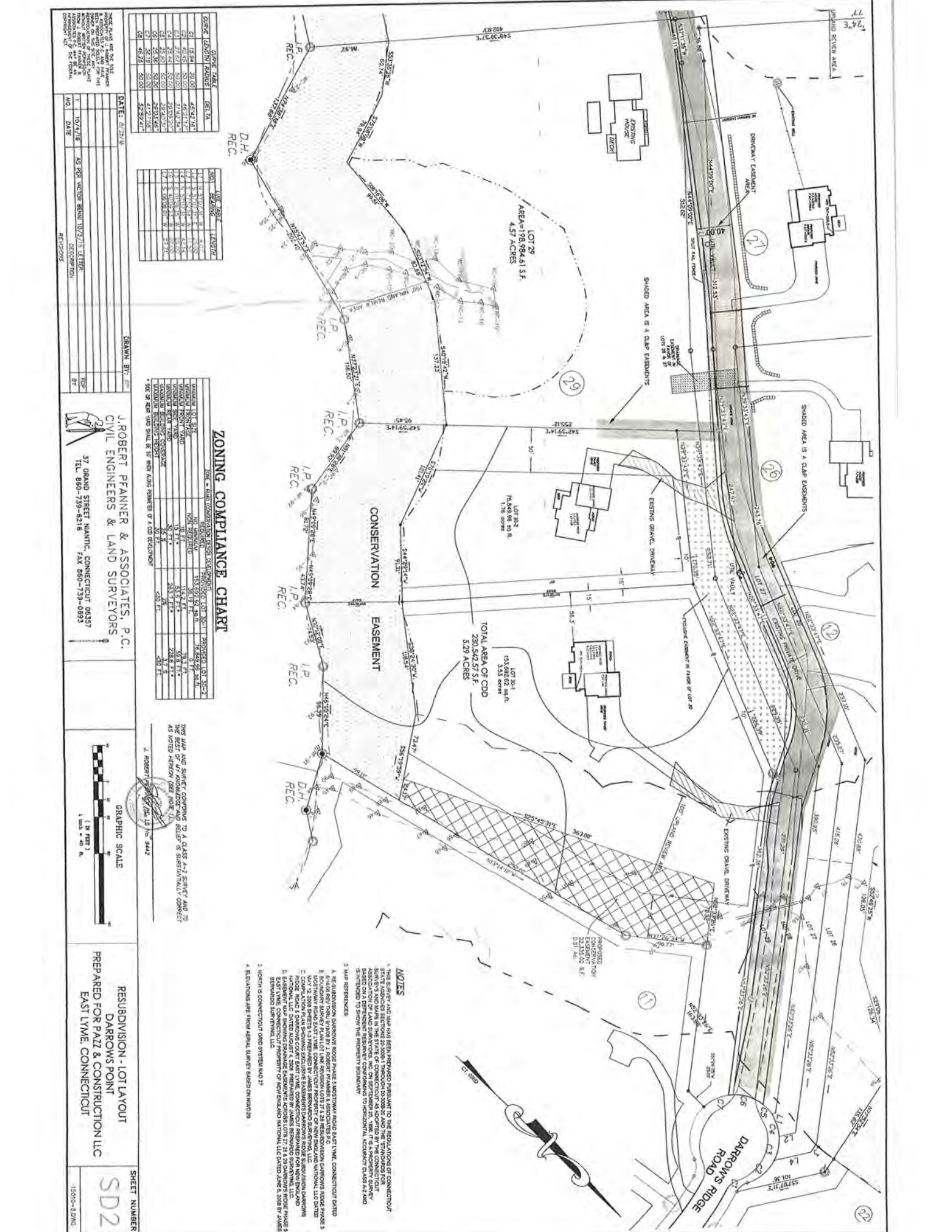
NO.	DATE	DESCRIPTION	REVISIONS
1	10/24/16	SEE INDIVIDUAL SHEETS FOR REVISION DATE AND DESCRIPTION	REP
2	8/29/16	SEE INDIVIDUAL SHEETS FOR REVISION DATE AND DESCRIPTION	REP
3	08/21/16	SEE INDIVIDUAL SHEETS FOR REVISION DATE AND DESCRIPTION	REP

- NOTES:
1. THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-100B-1 THROUGH 20-100B-20 AND THE REGULATIONS OF THE DEPARTMENT OF CONSERVATION AND RECREATION. THE SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF CONSERVATION AND RECREATION AND THE PLANNING COMMISSION OF EAST LYME, CONNECTICUT.
 2. THIS SURVEY AND MAP IS AN ORIGINAL SURVEY BASED ON A SURVEYING RESUMEY CONFORMANCE TO HORIZONTAL CONTROL BASED ON 2010 DATUM. TOPOGRAPHY FROM THE 1980s/1990s HAS BEEN USED TO CORRECT THE SURVEY TO THE 2010 DATUM.
 3. GENERAL SURVEY CONFORMANCE TO CLASS T-1.3 TOPOGRAPHIC SURVEY ACCURACY.
 4. THE USE OF THIS SURVEY AND MAP IS LIMITED TO THE PROJECT AND THE OWNER OF RECORD. PAZZ & CONSTRUCTION LLC.
 5. THE USE OF THIS SURVEY AND MAP IS LIMITED TO THE PROJECT AND THE OWNER OF RECORD. PAZZ & CONSTRUCTION LLC.
 6. STORMWATER AND WETLANDS MAY HAVE WHICH REGULATIONS BETWEEN FEDERAL, STATE AND LOCAL AGENCIES ARE MANAGED BY DON FORUMINI TO CLARIFY SOIL SCIENCE.
 7. WETLANDS MARKS AS DENOTED HEREON ARE MANAGED BY DON FORUMINI TO CLARIFY SOIL SCIENCE.
 8. AREA OF OPEN SPACE PROVIDED FOR ALL PHASES OF THIS SUBDIVISION IS 48.46 AC. 21.8 ACRES ALONG ADJACENT TO THE PROPERTY OWNER OF THE SUBDIVISION IN PHASE 1, IN PHASE 2 & 4.41 ACRES ARE BEING SET AS CONSERVATION EASEMENTS. IN PHASE 3 14.88 ACRES OPEN SPACE SHALL BE DONATED.
 9. THE USE OF MASSIVE SOLAR ENERGY TECHNOLOGIES HAVE BEEN CONSIDERED IN THE DESIGN OF THIS SUBDIVISION. THE SITE HAS BEEN RESPONDED TO TAKE ADVANTAGE OF THE MATERIAL ASPECTS TO ALLOW SOLAR ENERGY TO BE USED TO HEAT WATER FOR THE SUBDIVISION. THE DESIGNER HAS BEEN RESPONDED TO FOLLOW THE CONTOURS OF THE SUBDIVISION TO ALLOW FOR THE USE OF MASSIVE SOLAR ENERGY TECHNOLOGIES. THE DESIGNER HAS BEEN RESPONDED TO FOLLOW THE CONTOURS OF THE SUBDIVISION TO ALLOW FOR THE USE OF MASSIVE SOLAR ENERGY TECHNOLOGIES.
 10. JASON PATRICKA THE INDIVIDUAL RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND CONNECTION OF ALL GAS MEASURES.
 11. DARROWS RIDGE SUBDIVISION TOTAL LAND AREA=122.77 AC. OPEN SPACE PROVIDED AS PER OLD CLUSTER REGULATIONS 30% = 36.83 AC. ADDITIONAL CONSERVATION AREA PROVIDED=0.97 AC. TOTAL OPEN SPACE PROVIDED = 37.81-36.83 = 0.97 AC. OR 16.2% EXTRA OPEN SPACE PROVIDED.
 12. MAX LOT W/NEAREST ALLOWED IS 50% OF 16.2% IS 8.1% NEAREST TOTAL LOTS IN SUBDIVISION 30 X 8.1% = 2.43% ADDITIONAL LOTS ALLOWED PROPOSED 1 ADDITIONAL LOT.

INDEX SHEET
 OWNER/APPLICANT: PAZZ & CONSTRUCTION LLC
 P.O. BOX 817
 EAST LYME, CONNECTICUT
 SHEET 1

J. ROBERT PFANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET, NANTUCKET, CONNECTICUT 06517
 TEL: 860-759-6216 FAX: 860-759-6953

SHEET NUMBER
SD1



CONVEYANCE TABLE

DATE	CONVEYANCE	TO	FROM
02/12/14	4,57 ACRES	LOT 29	LOT 29
04/24/14	4,57 ACRES	LOT 29	LOT 29
06/25/14	4,57 ACRES	LOT 29	LOT 29
07/27/14	4,57 ACRES	LOT 29	LOT 29
08/28/14	4,57 ACRES	LOT 29	LOT 29
09/29/14	4,57 ACRES	LOT 29	LOT 29
10/30/14	4,57 ACRES	LOT 29	LOT 29
11/31/14	4,57 ACRES	LOT 29	LOT 29
12/31/14	4,57 ACRES	LOT 29	LOT 29
01/31/15	4,57 ACRES	LOT 29	LOT 29
02/29/15	4,57 ACRES	LOT 29	LOT 29
03/31/15	4,57 ACRES	LOT 29	LOT 29
04/30/15	4,57 ACRES	LOT 29	LOT 29
05/31/15	4,57 ACRES	LOT 29	LOT 29
06/30/15	4,57 ACRES	LOT 29	LOT 29
07/31/15	4,57 ACRES	LOT 29	LOT 29
08/31/15	4,57 ACRES	LOT 29	LOT 29
09/30/15	4,57 ACRES	LOT 29	LOT 29
10/31/15	4,57 ACRES	LOT 29	LOT 29
11/30/15	4,57 ACRES	LOT 29	LOT 29
12/31/15	4,57 ACRES	LOT 29	LOT 29

ZONING COMPLIANCE CHART

USE	MINIMUM LOT SIZE	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM FRONT SETBACK	MINIMUM REAR SETBACK	MINIMUM SIDE SETBACK	MINIMUM FRONT SETBACK	MINIMUM REAR SETBACK	MINIMUM SIDE SETBACK
RESIDENTIAL SINGLE-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL TWO-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL THREE-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL FOUR-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL FIVE-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL SIX-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL SEVEN-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL EIGHT-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL NINE-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.
RESIDENTIAL TEN-FAMILY	10,000 S.F.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.	30 FT.	10 FT.	10 FT.

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET, NANTUCKET, CONNECTICUT 06537
 TEL. 860-739-5216 FAX 860-739-0893

NOTES

1. THE SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE REGULATORY AGENCIES TO BE SUBMITTED TO THE BOARD OF ZONING AND PLANNING AND THE STATE OF CONNECTICUT FOR REVIEW AND APPROVAL. THE SURVEY AND MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF J.R.P. & ASSOCIATES, P.C.
2. THE SURVEY AND MAP IS BASED ON A RECENT SURVEY OF THE PROPERTY BOUNDARIES AND IS SUBJECT TO THE ACCURACY OF THE SURVEY DATA AND THE ACCURACY OF THE SURVEY DATA AS PROVIDED TO THE SURVEYOR.
3. THE SURVEY AND MAP IS BASED ON A RECENT SURVEY OF THE PROPERTY BOUNDARIES AND IS SUBJECT TO THE ACCURACY OF THE SURVEY DATA AND THE ACCURACY OF THE SURVEY DATA AS PROVIDED TO THE SURVEYOR.
4. ELEVATIONS ARE FROM MEAN SEA LEVEL SURVEY BASED ON NAD 83.

RESUBDIVISION - LOT LAYOUT
 DARROWS POINT
 PREPARED FOR PAZZ & CONSTRUCTION LLC
 EAST LYME, CONNECTICUT

SHEET NUMBER
SD2
 1/2024-6/2024



NO.	DATE	DESCRIPTION	BY
1	9/23/18	SYSTEM FOR LOT 20-22	ESS/COM/DOU
2	10/24/18	AS PER WORK ORDER 10/23/18 LETTER	ESS
3	12/7/18	REVISIONS - EXISTING LOCATION EROSION	ESS

DATE: 02/21/2020
DRAWN BY: CPT

J. ROBERT PFANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET NAANTIC, CONNECTICUT 06357
 TEL. 860-739-6218 FAX 860-738-0693

GRAPHIC SCALE
 1" = 40' (IN FEET)
 1" = 80' (IN FEET)

RESUBDIVISION - GRADING-ERS PLAN
 DARROWS POINT
 PREPARED FOR PAZZ & CONSTRUCTION LLC
 EAST Lyme, CONNECTICUT

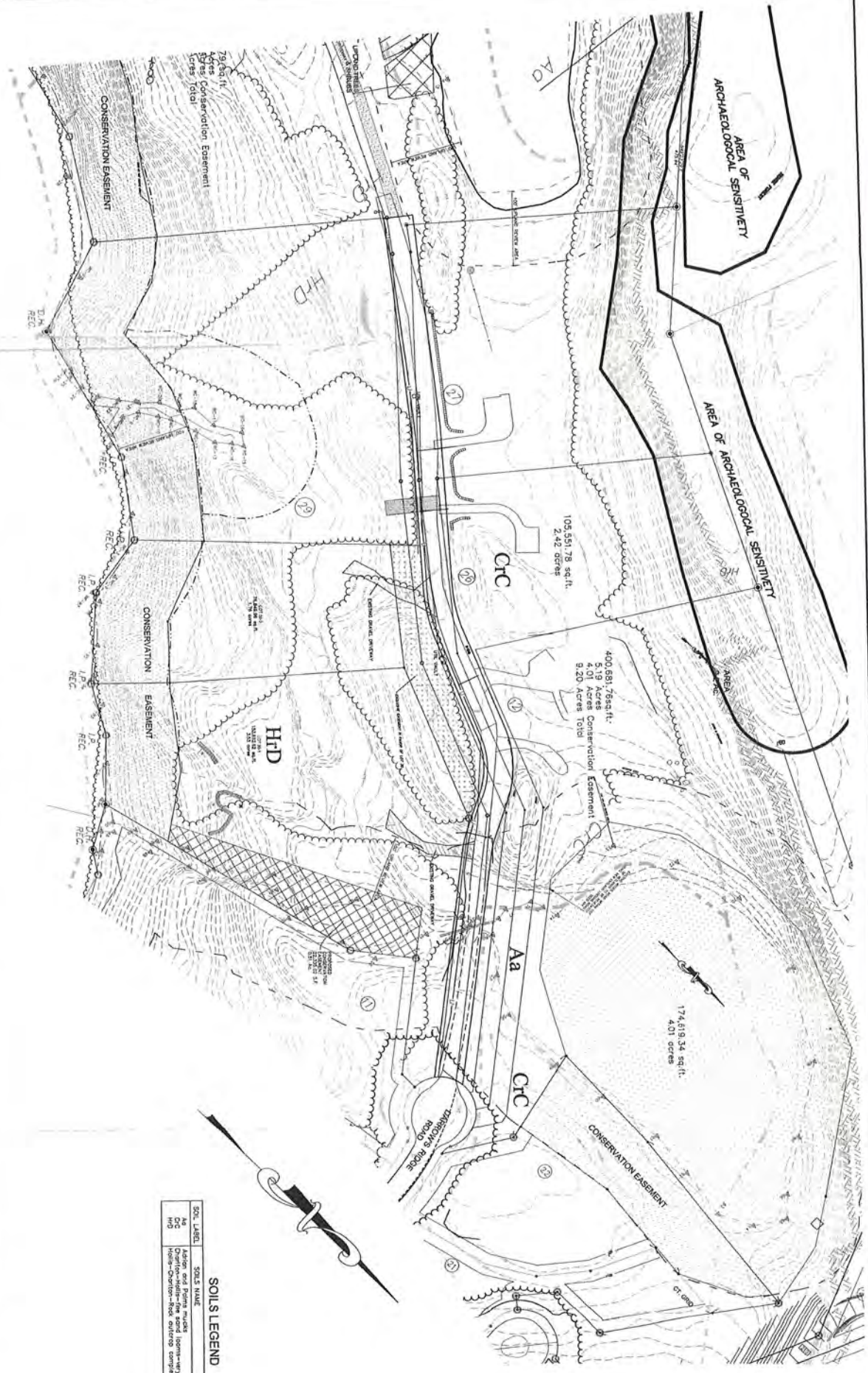
SHEET NUMBER
 SD3
 15070-5-200

Notes:

1. ANY FEATURES SHOWN ON SITE ARE BASED ON PLANS. FIELD SURVEY DATA IS TO BE USED TO VERIFY THE LOCATION AND ELEVATION OF ANY FEATURES SHOWN ON THESE PLANS. ANY FEATURES NOT SHOWN ON THESE PLANS ARE TO BE CONSIDERED AS-BUILT CONDITIONS UNLESS OTHERWISE NOTED.
2. ALL LOT 20-22 REPORT PREPARED FOR LOT 20-22. SEE SHEET 128 FOR DETAILS.
3. ALL LOT 20-22 REPORT PREPARED FOR LOT 20-22. SEE SHEET 128 FOR DETAILS.

LEGEND

---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	BUILDING FOOTPRINT
---	WATER LINE
---	UTILITY POLE (PHONE/ELECTRICAL/TV/C)
---	UTILITY POLE
---	SEWER MANHOLE
---	WETLAND
---	WETLAND FLAG
---	FINISHED FLOOR ELEVATION
---	F.B.F.
---	DEEP TEST HOLE LOCATION
---	PERC TEST HOLE LOCATION
---	STONEWALL
---	TREE LINE (LIMIT OF CLEARING)
---	CAULDRON
---	STORM SEWER (EXISTING)
---	STORM SEWER (PROPOSED)
---	STORM MANHOLE
---	WETLANDS FLAG
---	SALT TRENCH
---	WOODS ROAD
---	LIMIT OF PLANS REVIEW AREA
---	WIRE FENCE
---	PROPOSED WARE SHED
---	20' SHARP CORNER (SEE SHEET 128 FOR DETAILS)



SOILS LEGEND

SOIL LABEL	SOIL NAME
CdC	Laurel Hill
HJD	Hamden

DATE: 6/27/2008

DRAWN BY: [Name]

NO.	DATE	DESCRIPTION	BY

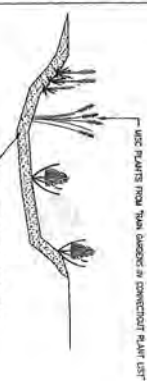
J. ROBERT PFANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS

57 GRAND STREET, HARTFORD, CONNECTICUT 06103
 TEL: 860-735-9218 FAX: 860-739-0893



RESUBDIVISION
 NATURAL AND CULTURAL RESOURCES PLAN
 DARROW'S POINT
 PREPARED FOR PAZZ & CONSTRUCTION LLC
 EAST LYME, CONNECTICUT

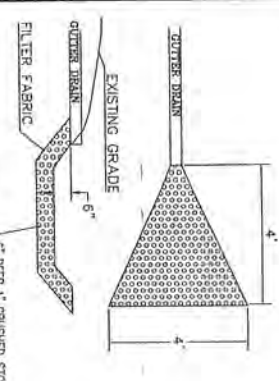
SHEET NUMBER
 SDA
 15010-5.016



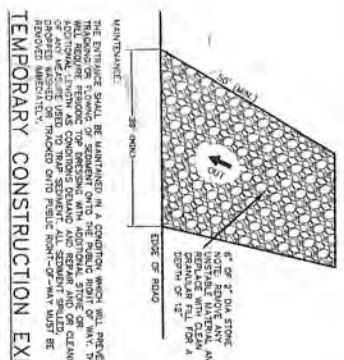
DRAINAGE BASIN DETAIL
5' WIDE OR HIGH DRAINAGE DITCH
CONNECT TO MAIN LINE

INSTALLATION INSTRUCTIONS

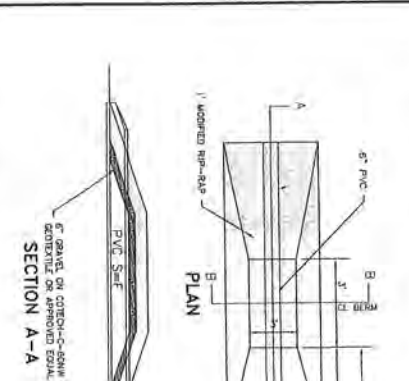
1. Excavate to the required depth and width. The bottom of the ditch should be level and the sides should be sloped at a minimum of 1:1.
2. Lay the drainage fabric on the bottom and up the sides of the ditch. The fabric should be overlapped by a minimum of 6 inches.
3. Place the drainage stones in the ditch. The stones should be placed in a single layer and should be compacted.
4. The top of the stones should be level with the ground surface.
5. The drainage fabric should be secured to the ground surface with a minimum of 6 inches of fabric.



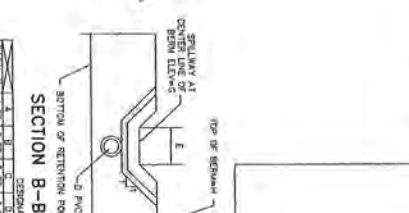
PLUNGE POOL/SPREADER
NOT TO SCALE



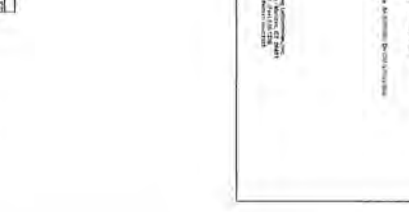
TEMPORARY CONSTRUCTION EXIT



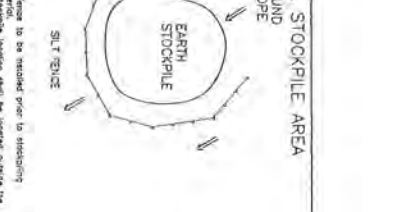
SECTION A-A



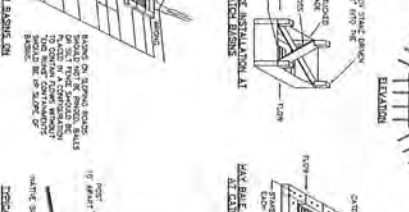
SECTION B-B



SECTION C-C



SECTION D-D



SECTION E-E

GENERAL CONSTRUCTION SEQUENCE

1. EXCAVATE TO THE REQUIRED DEPTH AND WIDTH. THE BOTTOM OF THE DITCH SHOULD BE LEVEL AND THE SIDES SHOULD BE SLOPED AT A MINIMUM OF 1:1.
2. LAY THE DRAINAGE FABRIC ON THE BOTTOM AND UP THE SIDES OF THE DITCH. THE FABRIC SHOULD BE OVERLAPPED BY A MINIMUM OF 6 INCHES.
3. PLACE THE DRAINAGE STONES IN THE DITCH. THE STONES SHOULD BE PLACED IN A SINGLE LAYER AND SHOULD BE COMPACTED.
4. THE TOP OF THE STONES SHOULD BE LEVEL WITH THE GROUND SURFACE.
5. THE DRAINAGE FABRIC SHOULD BE SECURED TO THE GROUND SURFACE WITH A MINIMUM OF 6 INCHES OF FABRIC.

PESTICIDE SOIL SAMPLE TEST RESULTS

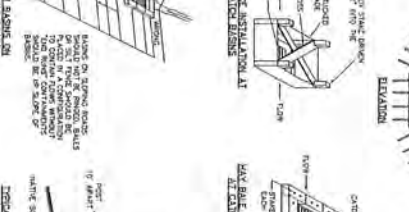
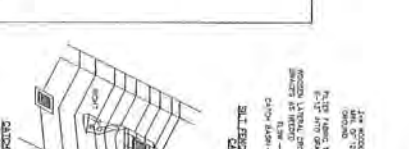
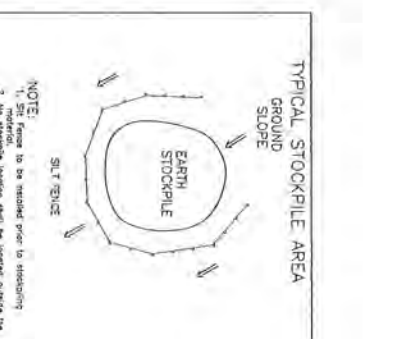
DATE	LOCATION	DEPTH	TEST RESULTS
10/15/19	Area 1	0-6"	0.05
10/15/19	Area 2	0-6"	0.02
10/15/19	Area 3	0-6"	0.01
10/15/19	Area 4	0-6"	0.03
10/15/19	Area 5	0-6"	0.04
10/15/19	Area 6	0-6"	0.02
10/15/19	Area 7	0-6"	0.01
10/15/19	Area 8	0-6"	0.03
10/15/19	Area 9	0-6"	0.02
10/15/19	Area 10	0-6"	0.01

EROSION & SEDIMENT CONTROL

1. EROSION CONTROL MATS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. ONLY REMOVE TREES AND VEGETATION NECESSARY FOR CONSTRUCTION.
3. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
4. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
5. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
6. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
7. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
8. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
9. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
10. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.

SOIL AND EROSION CONTROL

1. EROSION CONTROL MATS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. ONLY REMOVE TREES AND VEGETATION NECESSARY FOR CONSTRUCTION.
3. CONSTRUCTION EROSION CONTROL MATS SHALL BE PLACED AT THE TOP OF THE EXCAVATION.
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DATE: 10/15/19
DRAWN BY: JRP

NO.	DATE	DESCRIPTION
1	10/15/19	PRELIMINARY DESIGN
2	10/15/19	FINAL DESIGN

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET, NANTUCKET, MASSACHUSETTS 02553
TEL: 508-739-9216 FAX: 508-739-0983

RESDIVISION - DETAILS
DARROWS POINT
PREPARED FOR PAZZ & CONSTRUCTION LLC
EAST LYME, CONNECTICUT

SHEET NUMBER
SD6
15010-12000



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

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

*Also Admitted in New York
† Board Certified, Trial Advocate
†† Also Admitted in Massachusetts and North Dakota

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);

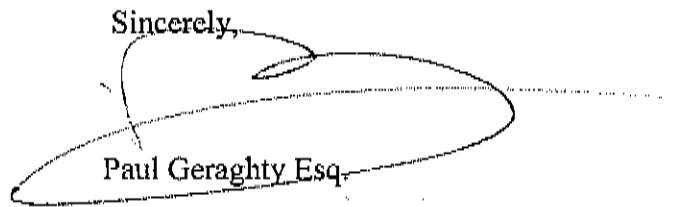
“This Declaration of Covenants and Restrictions being imposed herewith by Niantic Real Estate Limited Liability Company hereinafter referred to The Declarant and is intended to benefit and burden all lots in said subdivision which shall be divided from existing land, or any further land annexed thereto, 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 the 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 large, stylized handwritten signature in black ink, appearing to read "Paul Geraghty Esq.", is written over the typed name. The signature is highly cursive and loops around the typed text.

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

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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 burden 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 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
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 Town Clerk

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 enscealing 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.

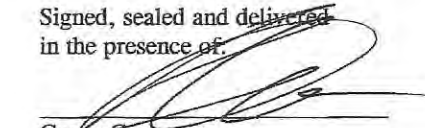
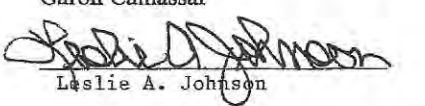
AND FURTHERMORE, We, the said Grantors do by these presents bind ourselves and our heirs, administrators and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said Grantees, their heirs, administrators and assigns, against all claims and demands whatsoever, except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


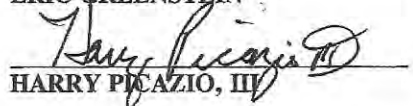
\$799.50 \$349.75
CONVEYANCE TAXES COLLECTED
Esther B. Williams
TOWN CLERK OF EAST LYME

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 28th day of May, in the year of our Lord two thousand and four.

Signed, sealed and delivered in the presence of.

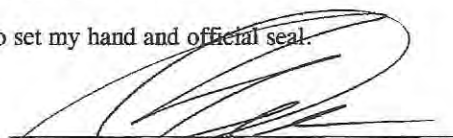

Garon Camassar

Leslie A. Johnson


ERIC GREENSTEIN

HARRY PICAZIO, III

STATE OF CONNECTICUT)
) ss. New London May 28, 2004
COUNTY OF NEW LONDON)

On this the 28th day of May, 2004, before me, the undersigned officer, personally appeared ERIC GREENSTEIN and HARRY PICAZIO, III, 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 have hereunto set my hand and official seal.


Garon Camassar
Commissioner of the Superior Court

Latest Address of Grantee:

597 Ironwood Way
Saline, MI 48176

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" = 50' 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 repass 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 repass 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 BULLIANS
 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

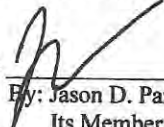
Grantee's address: Jefferey M. Hooper and Tracy A. Hooper
10 Upper Kensington Drive, East Lyme, CT. 06333

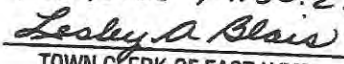
STATUTORY WARRANTY DEED

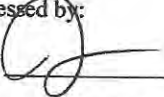
Know Ye That **Pazz & Construction, LLC** of the Town of East Lyme, County of New London, and State of Connecticut, for consideration paid, grant to **Jefferey M. Hooper and Tracy A. Hooper** of the Town of Norwich, County of New London, and State of Connecticut, as joint tenants with right of survivorship, 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

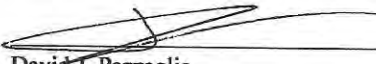
CONVEYANCE TAXES COLLECTED
\$3390.65 \$1130.22

TOWN CLERK OF EAST LYME

Witnessed by:
Sign: 
Print: David J. Pazzaglia

Sign: 
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, 2003 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 20 16

AM
3:25 PM Lealey A. Blase
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.

82,499.50
\$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.

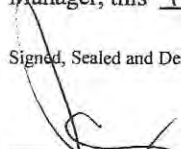
TO HAVE AND TO HOLD the premises hereby conveyed with the appurtenances thereof, unto the Grantees and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their proper use and behoof, and the Grantor does for itself, its successors and assigns, covenants with the 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.

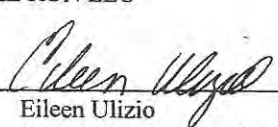
IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized Manager, this 17th day of March, 2011.

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. Willhaver
East Lyme Town Clerk

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.) Esthr B. Wellhauer
 East Lyme Town Clerk

Returns to: Stephen & Linda Thomas
73 Kenilwood Rd.
Hartford Ct 06357

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.

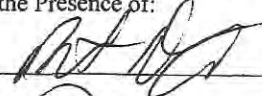
TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said Grantees, and unto the survivor of them and unto such survivor's heirs and assigns forever, to them and their own proper use and behoof.

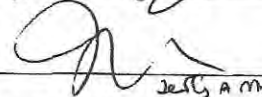
ALSO, the said Grantor does by these presents bind himself and his heirs and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to the said Grantees, and to the survivor of them, and to such survivor's heirs and assigns, against all claims and demands whatsoever, except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



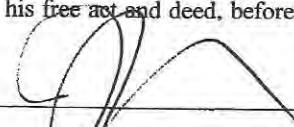

Jeffrey J. Moore



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

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:

Cheyl R. Larder
Cheyl R. Larder

Paul M. Geraghty
Paul M. Geraghty

By Jeffrey A. Torrance, Manager
Jeffrey A. Torrance, Manager

NEW ENGLAND NATIONAL LLC

By Jeffrey A. Torrance, 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.

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



RECEIVED FOR RESORR
Mar 18 2020 09:02:53A
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

Geraghty & Bonnano, LLC

Attorneys at Law

October 22, 2020

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

*Also Admitted in New York
† Board Certified, Trial Advocate
** Also Admitted in Massachusetts and North Dakota

Via Email ggoeschel@eltownhall.com
Gary Goeschel
Planning Director
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Via Email kirkscott@hotmail.com
Kirk Scott, Chairman
East Lyme Planning Commission

mnickerson@eltownhall.com
Mark Nickerson
First Selectman
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Re: Nottingham Hills Subdivision
Lot Line Revisions to Lots 19 & 21
1 Lot Re-subdivision

Gentlemen:

I am in receipt of Mr. Goeschel's email from Thursday sent to each of us at 4:30 p.m. and want to make clear the timeline of events and our response to same:

1. The "Covid" Policy, which I note is only provided in part, in Mr. Goeschel's email none the less conclusively demonstrates my client's compliance with the filing requirements apparently set by the Town of East Lyme and its Planning Commission. The entirety of the record of my clients application is proof of this fact,

2. Contrary to Mr. Goeschel's claim otherwise, we have provided hard copies of stamped, sealed and signed revised plans since the re-opening of the Town Hall in July. This is reflected in the record of this application as follows:

- On July 27, 2020 we provided original, stamped, signed and sealed set of plans which were responsive to Mr. Benni's plan comments dated March 30, 2020 but not provided to us until June 30, 2020. Electronic copies of these signed, stamped and sealed plans were provided to the Planning Commission on July 24, 2020.
- On August 10, 2020 my client corresponded directly with Mr. Goeschel, Ex. 1 herein, Ex. O in the record of the pending application, and addressed amongst other things the plans submitted on July 27, 2020 (see P. 2 of the aforementioned Ex. 1 herein).
- On August 21, 2020 we received Mr. Benni's comments dated August 12, 2020. As was reflected in detail in my letter to Chairman Scott dated August 28, 2020, we did not receive Mr. Benni's comments until August 21, 2020 because instead of being directed to my client or I they took a rather lengthy and circuitous route prior through other staff members and on to my client.
- On August 26, 2020 I requested in writing, application record Ex. U, an immediate meeting with Mr. Goeschel, Mr. Mulholland and Mr. Benni for purposes of reviewing the comments we had received and was advised no time was available to meet until August 31, 2020.
- On August 28, 2020 I wrote to Planning Commission Chairman Scott to, amongst other things, address the issues involving untimely reviews and staff comments of our application documents. This correspondence appears in the application record as Ex. V
- On August 31, 2020 I met with Bill Mulholland, Victor Beni and Mr. Goeschel at which time I provided each of them with original stamped sealed and signed plans with a revision dated of August 27, 2020 which were responsive to Mr. Benni's comments dated August 12, 2020 but not provided to us until August 21, 2020 (ten days later).

At the meeting we discussed the matters that were memorialized in the memorandum I sent to Mr. Mulholland, Mr. Benni and Mr. Goeschel September 1, 2020, Ex. 2 herein. It was my understanding that all of the previous comments made by Mr. Mulholland and Mr. Goeschel had been resolved prior to or at the August 31, 2020 meeting and that fact is confirmed by both my September 1, 2020 memorandum as well as by both Mr. Goeschel and Mr. Mulholland's lack of response thereto. I would note that Mr. Benni provided a few minor comments on September 2,

2020, Ex. 3, herein which were responded to in the plan revisions dated September 23, 2020 which appear in the record of this application as Ex. Y.

I note that the plans provided to Mr. Goeschel on August 31, 2020, my memorandum dated September 1, 2020 nor Mr. Benni's comments dated September 2, 2020 do not appear in the online record of my client's application and hereby request that these documents be made a part of the online record of my client's application immediately.

- On October 6, 2020 I submitted revised signed and sealed plans with a revision date of September 23, 2020 that addressed Mr. Benni's September 2, 2020 comments and further added the perc test and test hole locations as well as test hole data supplied to my client by Ledge Light Health District.

In response to Mr. Goeschel's email, I do not believe Jeff Torrance provided Mr. Goeschel with plans related to this Lot Line Revision/Re-Subdivision dated June 25, 2020 as indicated in his email. My recollection relating thereto is that when Mr. Goeschel and I met with Mr. Torrance and Mr. Luich on June 30, 2020 it was to discuss the long delayed release of the Town of East Lyme's Open Space Covenant that had been fully complied with and that should have been released in 2004 as well as the assignment of conservation easements to the East Lyme Land Trust. Documents provided by Mr. Torrance on or about this date were in support of the claims made by my client and Niantic Real Estate LLC against East Lyme in regards to these matters. As Mr. Goeschel may recall this was around the same time that he confused an administrative wetlands permit with a re-Subdivision request due to a what we were informed was a misfiling by Planning Department Staff that resulted in a nearly two month delay for review of my clients property located at 12 Upper Kensington Drive.

We believe that we have timely responded to all of staff comments when we received same. Given the fact that it has been stated on a number of occasions by Mr. Goeschel during the public hearings that the application was complete but for the Ledge Light review we were surprised, at the very least, that further comments from staff were being solicited at this late date.

Certainly this raises the ire of my client that there is an attempt to throw up road blocks at the last minute reminiscent of the claims raised and successfully prosecuted by New England National, LLC and Niantic Real Estate, LLC against the town in the earlier part of this century (Ex.4). I would hope that is not the case here. None the less we have endeavored to respond to the various correspondence and comments today.

Sincerely

Paul M. Geraghty

EXHIBIT 1

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

EX. 0

August 10, 2020

Via email: ggoeschel@eltownhall.com
Gary Goeschel
Director of Planning
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06333

Re: Re-subdivision – Nottingham Hills Lots 19 & 21

Dear Gary:

As an initial matter, and as evidenced by the July 24 & 27, 2020 submitted plan, we are no longer considering the land to be provided to the East Lyme Land Trust, Inc. "a lot" as this proved to be more trouble than it was worth and we can convey the land to the East Lyme Land Trust under Connecticut Law simply by providing a legal description of the property being conveyed. Accordingly the pending application should now be considered a 3 lot re-subdivision of existing lot 19 aka 22 Upper Kensington Drive and Lot 21 aka 24 Upper Kensington Drive.

1. Water Supply and Sanitation Report

Paul Geraghty met with Danielle Holmes on Monday afternoon August 10, 2020 to address this application and others. We are scheduling a few additional test holes for early next week. Proposed well locations appear to be code compliant given the current locations for the proposed septic systems.

2. Plans Stamped, Signed and Sealed

The most recent of these plans were submitted via email pursuant to the Town of East Lyme's Covid policy as is identified on the Planning Department website on July 24, 2020 and originals were hand delivered to the Planning Department on July 27, 2020. These plans appear in the record of this application as the East Lyme Planning Department's Ex. H

Please confirm you are in possession of original stamped, signed and sealed plans for this application.

3. Yield Plan Section 4-2-4

This was provided as part of the initial application on March 3, 2020 as page 3 of the submitted plans and appears in the record of this application as page 3 of the East Lyme Planning Department's Ex. B. I provided this plan again in my reply dated July 7, 2020 to your and Mr. Benni's comments received on June 30, 2020. The Conventional Plan appears as part of that response which is identified as Ex. E to the Planning Departments record.

If you believe this plan is deficient please provide me the specifics of your claimed deficiency so we can either discuss it/them or we can make the requested corrections.

4. Erosion and Sedimentation and Control Plan

See attached Ex. 1 which will be added to a new page (Page 5 of 5) to this applications plans.

If you believe this plan is deficient please provide me the specifics of your claimed deficiency so that we can either discuss it/them or we can make the requested corrections.

5. Construction Sequence Plan for Driveway and Rain Garden

See attached Ex. 2 which will also be added to new page 5 Of 5 of this applications plans.

If you believe this plan is deficient please provide me with the specifics of your claimed deficiency so that we can either discuss it/them or we can make the requested corrections.

Please be advised our Surveyor's office has been without power and closed for much of the past week due to Tropical Storm Isaias so it may be a few days before we are able to provide you with revised plans which will be provided to you in both electronic and original form stamped, signed and sealed.

Sincerely,

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

Kristen T. Clarke PE

Cc Paul Geraghty via email pgeraghty@geraghtybonnano.com
Danielle Holmes via email dholmes@llhd.org
Bill Mulholland via email billm@eltownhall.com
Mark Nickerson via email mnickerson@eltownhall.com

EXHIBIT 1

**EROSION & SEDIMENT CONTROL
NARRATIVE**

PRE-CONSTRUCTION

1. DISTURBANCE OF SOIL SURFACES IS REGULATED BY STATE LAW. ALL WORK SHALL COMPLY WITH AN APPROVED "EROSION AND SEDIMENT CONTROL PLAN" TO PREVENT OR MINIMIZE SOIL EROSION.
2. THE INSTALLATION AND MAINTENANCE OF EROSION CONTROL DEVICES IS THE RESPONSIBILITY OF THE LAND OWNER, DEVELOPER, AND THE EXCAVATION CONTRACTOR. TOWN OFFICIALS SHALL BE NOTIFIED IN WRITING OF THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE INDIVIDUAL RESPONSIBLE FOR THIS WORK.
3. THE CONTRACTOR SHALL USE THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" (2002), AS AMENDED, AS A GUIDE IN CONSTRUCTING THE EROSION AND SEDIMENT CONTROLS INDICATED ON THESE PLANS. THE GUIDELINES MAY BE OBTAINED FROM THE CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION, STATE OFFICE BUILDING, HARTFORD, CT.06106.

DURING CONSTRUCTION

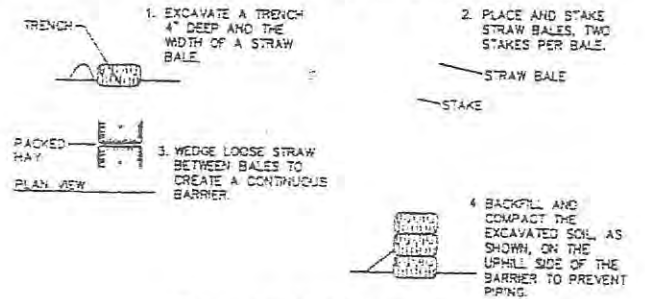
4. THE CONTRACTOR SHALL INFORM ALL CONSTRUCTION SITE WORKERS ABOUT THE MAJOR PROVISIONS OF THE EROSION AND SEDIMENT CONTROL PLAN AND SEEK THEIR COOPERATION IN AVOIDING THE DISTURBANCE OF THESE CONTROL MEASURES.
5. THE CONTRACTOR SHALL SCHEDULE ALL OPERATIONS TO LIMIT DISTURBANCE TO THE SMALLEST PRACTICAL AREA FOR THE SHORTEST POSSIBLE TIME.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE TIMELY INSTALLATION, INSPECTION, REPAIR OR REPLACEMENT OF EROSION CONTROL DEVICES TO INSURE PROPER OPERATION.
7. THE CONTRACTOR SHALL INSPECT AND REPAIR EROSION AND SEDIMENT CONTROL DEVICES AT THE END OF EACH WORKING DAY AND AFTER EACH STORM.
8. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF UNSATISFACTORY EROSION CONDITIONS NOT CONTROLLED BY THE EROSION AND SEDIMENT CONTROL PLAN AND SHALL INSTALL ADDITIONAL MEASURES AS DIRECTED.
9. FIELD CHANGES TO THE EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE ONLY WITH THE APPROVAL OF THE ENVIRONMENTAL TOWN PLANNER OR AGENT. I.e. LOCATION OF SILT FENCE, STOCKPILE, DEWATERING AREA etc.
10. ACCUMULATED SEDIMENT REMOVED FROM EROSION CONTROL DEVICES IS TO BE SPREAD AND STABILIZED IN LEVEL, EROSION RESISTANT LOCATIONS AS GENERAL FILL WITHIN LAWN AND LANDSCAPE AREAS.
11. ALL DISTURBED AREAS NOT COVERED BY BUILDINGS, PAVEMENT OR WOOD MULCH SHALL BE PLANTED WITH GRASS ON 4 IN. TOPSOIL.
12. MULCHING IMMEDIATELY FOLLOWING SEEDING, MULCH THE SEEDBED SURFACE WITH STRAW OR HAY AT A RATE OF 70 LBS./1000 SF. SPREAD MULCH BY HAND OR MULCH BLOWER. PUNCH MULCH INTO SOIL SURFACE WITH TRACK MACHINE APPROXIMATELY 2-3 IN. TO ANCHOR.
13. SEEDING BETWEEN APRIL 1 TO JUNE 1, AND AUGUST 15 TO SEPTEMBER 1. ALL DISTURBED AREAS SHALL BE IMMEDIATELY GRADED AND SEEDDED TO PROMOTE STABILIZATION OF SLOPES.
14. A FABRIC FILTER SOCK SHALL BE USED FOR ANY DEWATERING.

SOIL AND EROSION CONTROL

1. HAY BALES / SILT FENCE ARE TO BE INSTALLED PRIOR TO CONSTRUCTION.
2. ONLY REMOVE TREES AND VEGETATION NECESSARY FOR CONSTRUCTION.
3. PERMANENT SEEDING SHOULD BE DONE AS SOON AS POSSIBLE AFTER CONSTRUCTION FINISHES. LIME AND FERTILIZE. RECOMMENDED SEEDING DATES ARE APRIL 15 TO JUNE & AUG. 15 TO OCT. 1.
4. RECOMMENDED SEED (PER EROSION AND SEDIMENT CONTROL HANDBOOK) KY31 TALL FESCUE 150 lbs. PER ACRE.
5. HAY BALES AND SILT FENCE TO REMAIN WHERE PLACED UNTIL ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED.
6. NO ERODED SEDIMENT SHALL BE PERMITTED TO LEAVE THE SITE OR WASH INTO THE DRAINAGE SYSTEM.
7. IF SEEDING CANNOT MEET RECOMMENDED DATES, TEMPORARY MULCH IS TO BE APPLIED IN ACCORDANCE WITH THE TABLE BELOW.

MULCHES	RATES PER 1000 FT	NOTES
STRAW OR HAY 1/2 - 2 TONS PER ACRE	70-90lbs.	FREE FROM WEEDS & COARSE MATTER. MUST BE ANCHORED SPREAD WITH MULCH BLOWER OR BY HAND

8. ANY HAY BALES OR SILT FENCE REMOVED DURING CONSTRUCTION SHOULD BE REPLACED EACH NIGHT.
9. ANY MATERIAL STOCK PILED SHOULD BE TEMPORARILY SEEDDED.



TYPICAL HAY BALE INSTALLATION

10. ALL ROAD SECTION EMBANKMENTS, EITHER CUT OR FILL, SHOULD BE STABILIZED AT THE TOE OF THE SLOPE BY STAKED HAYBALES OR SILT FENCE.
11. SWALES AND DIVERSION STRUCTURES SHOULD HAVE HAY BALES PLACED ACROSS THEM EVERY 100' IN ACCORDANCE WITH THE DETAIL BELOW.

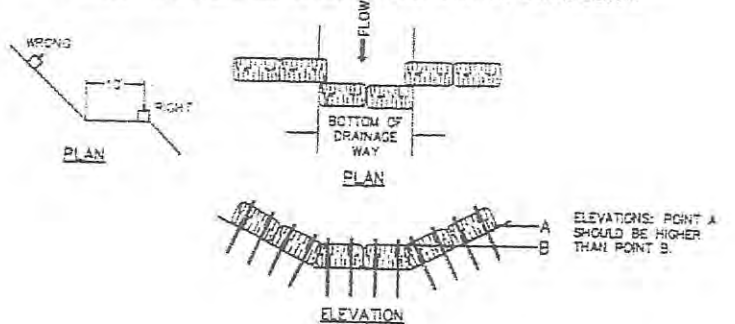



EXHIBIT 2

GENERAL CONSTRUCTION SEQUENCE-COMMON DRIVEWAY & RAIN GARDEN

1. Secure all necessary permits. Notify "call before you dig" (1-800-922-4455) at least 72 hours prior to excavation. Schedule and attend a pre-construction conference with Town Staff.
2. Clearing limits will be flagged by engineer prior to work being done. Limit of work adjacent to wetlands will not be exceeded.
3. Remove trees, branches and brush within areas to be cleared, chip branches and brush for use as mulch.
4. Install construction exit (anti-tracking pad) and install sediment barriers along the limits of grading and at the limits of clearing for tree protection.
5. Check and repair E&S controls as necessary.
6. Grub stumps and remove brush
7. Strip and stockpile topsoil only in areas to be filled or graded and stockpile on site in an area not in way of construction, seed and mulch stockpile or cover with netting. Place and stake hay bales around stockpiles.
8. Rough grade common driveway.
9. Construct rain garden. Plantings recommended in the months of May or September.
10. Place gravel and pavement in common driveway.
11. Re-spread topsoil on shoulders and disturbed areas.
12. Fine grade, lime, fertilize and seed remaining lawn areas with formal grass seed mixture by June 1 or October 1 depending on actual construction schedule.
13. Remove erosion control devices upon authorization of town officials.

EXHIBIT 2



GERAGHTY &
BONNANO, LLC

Memo: English Harbour Asset Management, LLC lot 19, 21 lot line reivision and proposed 1 lot 23 Re-subdivision

September 1, 2020

To: Gary Goeschel, Town Planner
Victor Benni, PE
William Mulholland, Zoning Official

From: Paul M. Geraghty


CC: Kristen Clarke, PE

Gentlemen:

Thank you for meeting with me yesterday. As a follow up to our conversation and to memorialize what was discussed with regard to the staff reviews, proposed plans, and revisions required I will go over our meeting in order of department comments.

First by way of background I explained that lots 19 and 21 are existing approved lots having been approved as part of the original subdivision in 2010. Those lots had received approval from the Planning Commission and the health department as well as the wetlands commission. We are proposing to modify the lot lines for lots 19 and 21. Because it is only a lot line revision the only compliance that need be demonstrated is zoning and health. Ledge Light Health District ("LLHD") has been to the site to

38 Granite Street, New London, Ct 06320
T: 860-447-8077 F: 860-447-9833



review the test holes and perc tests. That has been recorded on a new map and will be submitted to LLHD for approval. This applies for all three lots.

We are proposing the creation of a third lot from the land created by a lot line revision. This would constitute a one lot re-subdivision and would be the only lot subject to the Conservation By Design ("CBD") regulations similar to what was granted to Mr. Pazzaglia on July 27, 2020 by this commission.

ZONING:

Mr. Mulholland had in his review raised the issue of whether this application requires the permission of the Planning Commission to be submitted as a Conservation By Design ("CBD") subdivision. The land is less than 10 acres and the proposal is for less than 4 lots. Under the language of Section 23.3 of the zoning regulations it allows for the commission to require a CBD subdivision if it finds it would achieve the objectives of 23.1. It is our position that there is no prohibition from an applicant electing to proceed with a CBD subdivision voluntarily as evidenced by the recent one lot re-subdivision the Planning Commission approved for the Darrow's Ridge Subdivision on July 27, 2020. That is what my client has chosen to do. Moreover, this application achieves those objectives. The "conventional yield plan" submitted on March 3, 2020 showed the applicant could develop a minimum of four (4) lots by creating a cul de sac on what would be a town owned and maintained road. This application is taking the two existing lots and modifying the lot lines to allow for the creation of a third lot, the re-subdivision, and at the same time it protects the local ecology by allowing, as we have already done, adding the rear portion of the lots to open space, locating the house back from the street line, keeping it not only out of the wetlands but out of the buffer zone, and reducing the impervious surfaces from what was previously approved. The proposed new lot is bounded by open space on its rear property line, and eliminates the need for public infrastructure.

We therefore believe we have satisfied the issues raised in the zoning review.

PLANNING:

Mr. Goeschel raised five (5) in his email of August 6, 2020. Item one -, water supply and sanitation, which has been dealt with and we are awaiting approval from LLHD once the revised date is submitted on the plans to LLHD.

Item two: Signed and Sealed plans. These were delivered to the East Lyme Planning Department on July, 27, 2020.

Item Three: Yield Plan. That was submitted with the original application on March 3, 2020 and demonstrates a minimum of four lots is achievable.

Item Four: An erosion and Sediment Control Plan was submitted on the plans dated August 27, 2020.

Item Five: Construction sequence. Submitted on plans dated August 27, 2020

This plan proposes to use the existing open space as a buffer on the sides and rear from the existing subdivision. Additionally, the lots themselves may be used to satisfy the buffer requirement. Here the "new" lot meets or exceeds the buffer requirement for a CBD subdivision.

Waiver of Storm Water Management Plan: Section 6-8-7 exempts subdivision of three lots or less from storm water management plans or water quality reviews. Since two lots are preexisting and approved and only a third lot is being added, the applicant requested a waiver of having to prepare any report. Moreover, the revised proposal will actually decrease storm water runoff from the approved subdivision by eliminating one of the driveways and will direct all runoff to the rear where there is open space. No culverts are proposed, no streams or water courses are impacted. Having said this I would note that Section 6-8-7 mistakenly refers one to seek a waiver in accordance with Section 4-13 which is the ERT review Section. This section of the East Lyme Subdivision Regulations then goes on to allow an applicant to seek a waiver of Section 6-16 which does not pertain to this type of application. There appears to be nothing in the regulations under this section that requires a waiver on the part of the applicant .

Notwithstanding the foregoing if the commission deems a waiver may be required based on the revised application the applicant hereby requests a waiver under Section 6-8-7.

Engineering Comments:

Let me preface this that by saying that a number of the comments Mr. Benni resulted from the proposed rain garden adjacent to the abutting property (26 Upper Kensington Drive) which we have eliminated based on those concerns.

1. E&S Design by a CT licensed Engineer: Pursuant to Section 5-2-2G of the subdivision regulations the proposed activity will be disturbed less than ½ acre on the proposed new lot 23 and therefore is exempt from the requirement of providing E&S plans by a licensed engineer.
2. The submitted plans indicate on all pages that this plan is both a lot line revision of existing lots 19 & 21 and a one lot re-subdivision plan. In the discussion that Mr. Benni and I had he wanted this page to indicate that these would be the approved lot lines so there was no dispute by a potential home owner as to what were the approved lots boundaries. Because this is only a one lot re-subdivision I would propose a note on the plans as follows: "All legal descriptions shall be based on this map".
3. Label corners and angle points. See legend on plans dated 08/27/2020 which indicates which points are set and which are to be set.
4. Rain Garden has been removed so comment is no longer applicable.
5. Gutter drains have been removed so this comment is no longer applicable.
6. Utility and power lines are shown on the pending plans. See map reference 3 and note 7 on page 1 which refers to existing and recorded CL&P easement as well as page 3 of 4 which shows the limits of CL&P easement.
7. Rain Garden has been removed so this comment is no longer applicable.
8. See response to No. 5 above.
9. Applicant will provide a proposed grade for the common driveway.
10. Plans shall contain a statement that the building contractor shall prepare and E&S plan for actual construction plans.
11. See response in No. 11 above.
12. See response in No. 9 above.
13. Done.
14. Removed.
15. Exempt.

Commented [A1]: Jeff, I am looking at one set of plans which shows the easement boundary but not the box as is reflected on the most recent plan you gave me so I am not sure what Benni has been looking at.

Please confirm this is your understanding and we will submit a revised set of plans promptly.

EXHIBIT 3

Paul Geraghty

From: Victor Benni <vbenni@eltownhall.com>
Sent: Wednesday, September 2, 2020 11:09 AM
To: Paul Geraghty; Gary Goeschel; Bill Mulholland
Cc: Jennifer Lindo; Kristen Clarke
Subject: RE: Memo to Staff09.01.20 Final..docx

Gary,

Per Mr. Geraghty's September 1, 2020 memo:, under his "Engineering Comments" section:

Item #2: The requirement that we discussed was that a "Subdivision Plan" be submitted by the Applicant. This Subdivision Plan shall be prepared by a Licensed Land Surveyor. The drawing set provides no clarification as to the accuracy of the proposed boundary lines. Refer to "Notes – 1) E." , on Sheet 1 of 4 of the drawing set, which states, "The intent of this map is to depict existing conditions of the property".

Under the "Notes - 1) A.", on Sheet 1 of 4 of the drawing set, there is a reference to , "Type of Survey: Topographic Survey". There has been no reference made to the Vertical Accuracy on the Topographic Survey.

Item #6: As discussed, the plans depict a common drive which will be shared by all three lots; therefore, appropriate language and identification of a right-of-way/easement area needs to be included on the Subdivision Plan.

- Access rights over Lot 21 in favor of Lot 19, and
- Access rights over Lot 19 in favor of Lot 21, and
- Access rights over Lots 19 & 21, in favor of Lot 23.

I fully understand that CL&P has an Easement and it is depicted on the plans and referenced in the notes. I do not believe that this CL&P easement encompass other utilities, such as cable TV, telephone, internet, & etc. A "common" easement for all utilities should be considered. As we discussed, it is also rational to include utility easements over each Lot 19 and 21, in favor of each other. With this, we intend to provide the utility companies the option to provide one set of utilities thru the access strips, then parcel off the utilities at a common junction to each of the three lots.

- Utility easement over Lots 19 & 21, in favor of Lot 23,
- Recommended utility easement over Lot 19 in favor of Lot 21, and
- Recommended utility easement over Lot 21 in favor of Lot 19.

Item #15: If waiver requested, then the Applicant would provide information for Engineering Department review to satisfy conditions under Section 6-8-7 (A) 1. & 2.

Regards,

Victor Benni, P.E.
Town Engineer

Town of East Lyme
(860) 691-4112

From: Paul Geraghty <pgeraghty@geraghtybonnano.com>
Sent: Tuesday, September 01, 2020 3:59 PM
To: Gary Goeschel <ggoeschel@eltownhall.com>; Victor Benni <vbenni@eltownhall.com>; Bill Mulholland <billm@eltownhall.com>

Cc: Jennifer Lindo <jlindo@eltownhall.com>; Kristen Clarke <kristentclarke@gmail.com>

Subject: Memo to Staff09.01.20 Final..docx

Gentlemen, please see the memo I have prepared based on our meeting of yesterday. I believe it covers those issue we discussed and how they would be addressed with some slight variation on Victor's comments which I am happy to discuss. Please confirm you are in agreement and I will have the plans updated to reflect the comments and discussion.

The plans that I showed you yesterday had a number of the comments addressed in terms of the additional info sought either actually on the plan or penned in so we can turn that around quickly.

With that I would request the commission hold a special hearing later this month either the week of the 14th or 21st.

Regards Paul.

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT (New Haven)

In re:

Case No. BK-02-33699(LMW)

NEW ENGLAND NATIONAL, LLC

CHAPTER 11

Debtor

New England National, LLC

Plaintiff

v.

Adv. Pro. No.

Town of East Lyme

Defendant

**COMPLAINT AMENDING AND SUBSTITUTED FOR DEBTOR'S OBJECTION TO
PROOF OF CLAIM 13 FILED BY THE TOWN OF EAST LYME**

Plaintiff, **New England National, LLC** (the "Plaintiff" or "NEN") respectfully complains against Defendant, **Town of East Lyme, Connecticut** (the "Defendant" or "Defendant") as follows:

INTRODUCTION

1. In this Complaint which represents a continuation of the counterclaims first asserted against Defendant in Plaintiff's Amended Objection to the Proof of Claim of the Town of Defendant (Claim No. 13) that became an adversary proceeding pursuant to the Order entered by the United States Bankruptcy Court for the District of Connecticut (New Haven Division), the Plaintiff asks this Court to enter a judgment against Defendant based on its negligence in having hired or appointed Ledge Light Health District ("Ledge Light" or the "Contract Sanitarian") and having failed to supervise and retained the following significant persons within the meaning of this Complaint, among others: Margaret M. Parulis ("Parulis"),

George Calkins ("Calkins"), Edward O'Connell ("O'Connell") and Waller, Smith & Palmer, P.C. ("Waller"). In addition, Plaintiff seeks a judgment against Defendant, which is vicariously liable for the negligent acts and omissions of its officials and employees.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff is the reorganized Debtor and a limited liability company having its principal place of business at, and a mailing address of 1890 Palmer Avenue, Suite 303, Larchmont, New York, 10538.

3. Defendant is a public body corporate and politic, which has its principal place of business at, and a mailing address of 108 Pennsylvania Avenue, Niantic, Connecticut, 06357. Paul Formica ("Formica") is the First Selectman of Defendant at this time. As First Selectman, Formica serves as the Chief Executive of Defendant and is an officer of Defendant upon whom service may be made pursuant to F.R.C.P. 4(h) made applicable to this adversary proceeding by F.R.B.P. 7004 if Defendant refuses to waive service.

4. This adversary proceeding is being brought in connection with Plaintiff's pending chapter 11 case to recover monetary damages against Defendant, which asserted the Tax Claim against Debtor and the bankruptcy estate.

5. This Court has jurisdiction over the subject matter of this adversary proceeding under 28 U.S.C. §§ 157 and 1334.

6. The cause of action asserted pursuant to Code Section 542 is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (C), (E), and (O).

7. Venue is proper under 28 U.S.C. § 1409.

OTHER SIGNIFICANT PERSONS

8. The following current or former officials and employees of Defendant are

significant persons because their lack of competence and fitness for the positions held by them and their negligent acts and omissions in the performance of the duties, obligations and responsibilities owed Plaintiff form the basis of this Complaint against Defendant: Paul Formica, Wayne Fraser, Beth Hogan, Robert Wilson, Robert Klienmans, Rose Ann Hardy and Mark Nickerson.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

9. On information and belief, Defendant is a public body corporate and politic and a political subdivision of the State of Connecticut (the "State").

10. Defendant acts and can act only through its elected and appointed officials, employees and independent contractors for whose acts it is vicariously responsible.

11. The First Selectman is the de facto and functional Chief Executive Officer of Defendant and is responsible for the proper administration of the business and affairs of the town.

12. The State abrogated the sovereign immunity of municipalities and towns with respect to claims arising from the negligence of Defendant and its officials and employees.

13. At all times material to this Complaint, Plaintiff and its affiliates engaged in the business of real estate development for profit in Defendant.

14. Defendant regulated and regulates the development of real estate within the town through a matrix of ordinances and regulations administered by its officials and employees.

15. As conceded by officials and employees of Defendant, Defendant had a duty to administer its land use ordinances and regulations capably, competently, even-handedly, fairly, impartially, properly and in a timely manner and the manner required by law and refrain from imposing conditions on Plaintiff beyond those within the scope of the Development Rules and

Process to avoid damaging, harming or causing loss to Plaintiff in the pursuit of its business activities.

16. At all times material to this Complaint, First Selectmen and other officials and employees have acknowledged and admitted that Defendant has a duty and obligation to conduct its business and affairs in accordance with effective, prudent and sound business practices, such as establishing hiring policies, preparing job descriptions and policy and procedure manuals, limiting the scope of their authority and reviewing their performance on a regular basis and complaints when received by an official or department head and that mistakes were made with respect to Plaintiff. Instead, Defendant has hired incompetent and unfit employees, failed to supervise their acts and omissions, promulgate job descriptions or even institute the guidelines, policies or procedures for governing, monitoring or evaluating their performance or disciplining employees who fail or neglect to perform their duties, failed to investigate complaints including those made by Plaintiff and permitted and suffered officials' and employee's negligent acts.

FIRST CLAIM FOR RELIEF

NEGLIGENT MANAGEMENT AND SUPERVISION OF EMPLOYEES AND INDEPENDENT CONTRACTORS

17. Plaintiff re-alleges, reiterates and incorporates herein by reference each and every allegation made in the preceding and succeeding paragraphs hereof including, without limitation, 10 through 16, inclusive, and 18 through 24, inclusive and 37-40, inclusive, and 42-44, inclusive.

18. At all times material to this Complaint, Defendant had and has a duty to manage the business of the town in a prudent, sound and business-like manner to avoid damaging, harming or causing losses to Plaintiff and to administer and apply its land use ordinance and regulations (the "Development Rules") through capable, competent and fit officials, employees

and independent contractors (collectively, "Employees" and "Independent Contractors") to ensure that the Development Rules were reasonably and fairly applied to Plaintiff and its real estate development business to prevent damage, harm and loss to Plaintiff based on misinterpretations and misapplications of the Development Rules or the use of an unreasonable process to hear, approve or deny permits needed by Plaintiff in a timely manner and compliance with law (the "Development Process") and prevent damage, harm or loss to Plaintiff.

19. Defendant knew or should have known that it can act only through its Employees and Independent Contractors, such as Parulis and her staff, Calkins, O'Connell and Waller and that its ability to satisfy its duty to administer reasonably the Development Rules and Process was, and is a function of (i) the capabilities, competence and fitness of its Employees and Independent Contractors involved in the process, (ii) their knowledge of the Development Rules and Process, including the substantive and procedural Rules they were expected to administer, (iii) their understanding of the scope and limitations of their jobs or functions and the nature and extent of the authorities and powers and privileges with respect to the Development Rules and Process.

20. Among other things, Defendant:

a. Has failed and continues to fail to maintain a written policies or procedure manuals for its Employees and Independent Contractors providing guidance and rules for the proper performance of their jobs and duties.

b. Has failed and continues to fail to provide its Employees and Independent Contractors with written job descriptions or contracts or written engagements outlining their duties, obligations, responsibilities and tasks.

c. Has repeatedly employed Attorney Edward O'Connell and the law firm

Waller, Smith & Palmer P.C. without engagement letters or any assurance that the firm did not have conflicts of interest that would embroil Defendant in litigation with Plaintiff and others.

d. Has failed and continues to fail to supervise and oversee the performance of Employees and Independent Contractors or institute performance, personnel and contract review procedures reasonably designed and implemented to ensure that Defendant identified and understood acts, actions and omissions being taken in its name and on its behalf by Employees and Independent Contractors, correct improper performance and discipline effectively Employees and Independent Contractors that engaged in negligent and other misconduct.

e. Has failed to investigate reasonably the oral and written complaints made by Plaintiff and others regarding Employees and Independent Contractors' failures to properly perform their duties, obligations and responsibilities or take appropriate actions to correct or remedy their negligence and misconduct.

f. Created, suffered and suffers a culture in which Defendants' Employees and Independent Contractors routinely failed to perform their duties, obligations and responsibilities properly and in the manner required by law through its systemic failure to manage and supervise its employees as if they are responsible to no one for damage, harm and loss caused by them.

21. For example, Defendant allowed, suffered or permitted the following acts, actions and omissions of employees, Margaret M. Parulis ("Parulis") represented by Waller Smith damaged Plaintiff despite the duty of reasonable care owed Plaintiff by repeatedly failing to administer the Development Process in a fair and timely manner and in accordance with Connecticut law by, among other things:

a. Delaying the distribution and submission of plans to other departments for review in order to create a delay in the hearing of subdivision applications.

b. Contacting abutters to 'encourage' their opposition to the Nottingham Hills Subdivision, allegedly as a favor to a friend of Margaret Parulis, who lives on Upper Pattagansett Road directly across the street from the subdivision's entrance.

c. Filing without reasonable justification or cause a cease and desist order which created as a cloud on the title of Nottingham Hills Subdivision Phase I lots preventing sales and creating damages as a result of the unnecessary incurrence of interest and other costs as a result of alleged "silt" in an off-site drainage swale left unmaintained by the Town for a period of exceeding 20 years.

d. Forcing Plaintiff to incur unnecessarily and unreasonably legal, engineering and construction costs relating to the "drainage swale" issue.

e. Delaying unnecessarily and often for no legitimate reason hearings on applications for approvals and permits by withholding comments on subdivision plans until the day of Planning Commission hearings, a tactic which effectively prevented the Debtor and its professionals from preparing responses or revisions to the application plans creating further delay.

f. Delaying the review of applications for public improvement bond returns and reduction and Planning Commission hearings on the applications.

22. For example, Defendant allowed, suffered or permitted the following acts, actions and omissions of employee, George Calkins who later became an employee of Contract Sanitarian, which damaged Plaintiff despite the duty of reasonable care owed Plaintiff by, among other things: requiring the "preparation" of ledge controlled septic systems in the Darrow's Ridge Subdivision as a precondition to subdivision approval at a cost of at least \$302,000, as a condition to subdivision approval, a requirement which contradicted and exceeded those imposed by the Connecticut State Health Code and the Town of East Lyme's subdivision regulations relating to preparation of ledge controlled septic systems without legal

authority and the negligence and other misconduct described in sample communications putting the Town on notice of Mr. Calkins' misconduct dated June 3, 2005 and June 27, 2005.

23. Defendant also damaged Plaintiff by:

a. Failing to timely obtain an Army Corp of Engineers permit which delayed unnecessarily and unreasonably the cost of completing the approved public improvements relating to the Mostoway Road realignment and the Darrow's Ridge subdivision.

b. Adopting a subdivision moratorium which constitutes a taking under State law and interferes with the NEN plan transactions contained in the confirmed plan of reorganization. Town counsel Waller Smith knew and advised Parulis and others that the Planning Commission had and has no legal authority to have enacted or adopt the subdivision moratorium. The adoption of the moratorium forced the Debtor to file a proceeding in the New London Superior Court to invalidate the moratorium causing the Debtor to incur unnecessary attorney's fees and other costs and expenses and damage.

c. Negligently causing the Town of East Lyme's Conservation Commission to authorize a cease and desist order against the Debtor to prevent the Debtor from constructing the trail required by the Nottingham Hills Phase II and III Subdivision approvals in accordance with the requirements of those approvals, which imposed additional costs on the Debtor and delayed the implementation of the Plan.

d. Negligently filing a Complaint against the Debtor in the New London Superior Court seeking an injunction without the official approval of the Board of Selectmen.

e. Retaliating against the Debtor for challenging the validity of the subdivision moratorium by filing the case and desist order and the complaint.

f. Instituting a storm water management regulation which Waller, Smith & Palmer know violates Connecticut and Federal Law

24. Plaintiff regularly and repeatedly complained to both Defendant and Employee

orally and in writing that Employee failed or neglected to perform Employee's duties, obligations and responsibilities to Plaintiff in a capable, competent, prudent and responsible manner in keeping with the land use ordinances and regulations and standard of care imposed by State law and that the failure or neglect had caused and would cause Plaintiff damage, harm and loss by delaying the development process and making the process unnecessarily and unreasonably expensive.

25. Despite the fact that Defendant knew or should have known of Employee's regular and repeated failures and neglect and having the ability, right and duty to supervise Employee, correct Employee's failures and neglect and prevent further failures and neglect, Defendant failed to supervise Employee or take any action to ensure that Employee would perform Employee's duties, obligations and responsibilities in a proper and timely manner and allowed or permitted Employee to continue to cause damage, harm and loss to Plaintiff.

26. Defendant failed to supervise Employee in the performance of employee's duties and obligations and responsibilities to Plaintiff without lawful excuse, justification or privilege.

27. Defendant knew or should have known that real estate development is a capital intensive business conducted in cyclical markets in which development cost and time are critical factors.

28. Defendant knew or should have known that Employee's failures and neglect would incur unnecessary cost and expense and that delay in the development process would increase the cost of capital and that such failures and neglect would cause Plaintiff to sustain damage, harm and loss.

29. Among other things, the failure of Defendant to supervise Employee caused Plaintiff to sustain damages, harm and loss including, without limitation, the incurrence of unnecessary costs and expenses during the Development Process, unnecessary legal fees and

the depreciation of the value of the real estate owned by Plaintiff over the longer than necessary Development Process.

30. An ordinary person in the position of Defendant, knowing what Defendant knew or should have known, would have anticipated that damage, loss and harm of the general nature suffered by Plaintiff was likely to result from Defendant's failure to manage and supervise its employees and independent contractors, and that, as a matter of public policy, Defendant's responsibility for its negligent conduct and the consequences thereof should extend to the damage, harm and loss sustained by Plaintiff.

31. Plaintiff and Plaintiff's business and financial interests are within the zone to be protected by requiring Defendant to properly manage and supervise its employees and independent contractors to prevent damage to Plaintiff and Plaintiff's interests.

32. The harm, loss and damage sustained by Plaintiff are within the scope of the foreseeable risk created by Defendant's negligent conduct complained of herein.

33. A causal relationship exists between the damage, harm and loss sustained by Plaintiff and Defendant's failure to properly manage and supervise Defendant's employees and independent contractors.

34. Defendants' failure to supervise Employee was the actual and proximate cause of the damage, harm and losses sustained by Plaintiff as a result of the failures and neglect of Employee.

WHEREFORE, Plaintiff requests this Court to enter a judgment against Defendant based on its failure to supervise Employee and as a party vicariously liable for the negligence of Employee under State law which (i) awards Plaintiff damages equal to the damage, harm and loss caused by the negligence of Defendant and (ii) grants Plaintiff any other relief sought in this Complaint and (ii) such further relief as may prove to be equitable and fair or lawful.

SECOND CLAIM FOR RELIEF

NEGLIGENT RETENTION

35. Plaintiff re-alleges, reiterates and incorporates herein by reference each and every allegation made in the preceding and succeeding paragraphs hereof including, without limitation, 10 through 16, inclusive, and 18 through 24, inclusive and 37-40, inclusive, and 42-44, inclusive.

36. "Negligent retention ... occurs when, during the course of employment, the employer becomes aware or should have become aware of problems with an employee that indicated his unfitness, and the employer fails to take further action such as investigating, discharge or reassignment."

37. Plaintiff and others repeatedly advised Defendant and its First Selectmen, including Paul Formica, that Parulis and other members of her staff, Calkins were unfit and unwilling to perform their duties, obligations and responsibilities to Plaintiff and others in a proper and timely manner as required by State law and that their continued employment would cause damage, harm and loss.

38. Defendant knew or should have known from the oral and written complaints made by Plaintiff and others that Parulis and members of her staff and Calkins had failed, neglected and refused to perform the duties, obligations and responsibilities in the manner required by law and that they would not do so in the future.

39. Defendant knew that the misconduct of Parulis and members of her staff and Calkins had damaged, and would continue to damage Plaintiff and others if Defendant failed to take reasonable action to prevent him from continuing his negligent performance of his duties, obligations and responsibilities and misconduct as Sanitarian.

40. On information and belief, Defendant took no action to investigate the complaints

made by Plaintiff and others, discharge, re-assign, limit the authority of Parulis or members of her staff or Calkins or prevent future negligence or misconduct by them.

41. Plaintiff suffered damage, harm and loss as a result of Defendant's failure to investigate reasonably the complaints made against Parulis and members of her staff and Calkins, remedy the damage, harm and loss caused by them and remove them or take disciplinary actions against them reasonably likely to ensure the proper and timely duties failures to perform his duties, obligations and responsibilities in the manner required by law including, without limitation, the incurrence of unnecessary costs and expenses during the Development Process, unnecessary legal fees and the depreciation of the value of the real estate owned by Plaintiff over the longer than necessary Development Process.

42. Defendant instead continued the employment of Parulis and members of her staff and Calkins for years.

43. In the case of Calkins, Defendant permitted Calkins to retire early from his position as Sanitarian knowing that he would receive a town pension approved by the East Lyme Board of Selectmen specifically for him and one other individual despite non compliance with East Lyme's standard retirement policy and then be employed by Ledge Light Health District ("Ledge Light") for which he would perform the same duties, obligations and responsibilities that he had failed or neglected to perform for Defendant in the manner required by law for years.

44. Permitting Parulis and members of her staff and Calkins to remain in Defendant's employ was an actual and proximate cause of the damages, harm and losses sustained by Plaintiff.

45. An ordinary person in the position of Defendant, knowing what Defendant knew or should have known, would have anticipated that retaining Calkins, Parulis and members of

her staff, and Waller in Defendant's employ would likely result in damage, loss and harm of the general nature suffered by Plaintiff and that, as a matter of public policy, Defendant's responsibility for its negligent conduct and the consequences thereof should extend to the damage, harm and loss sustained by Plaintiff.

46. Plaintiff and Plaintiff's business and financial interests are within the zone to be protected by requiring Defendant to properly manage and supervise its employees and independent contractors and terminate or stop retaining those who fail to perform their duties, obligations and responsibilities properly and in a timely manner as required by State law to prevent damage to Plaintiff and Plaintiff's interests.

47. The harm, loss and damage sustained by Plaintiff as a result of Defendant's failure and neglect is within the scope of the foreseeable risk created by Defendant's negligent conduct in continuing to retain Parulis and members of her staff, Calkins, Ledge Light and Waller.

48. A causal relationship exists between the damage, harm and loss sustained by Plaintiff and Defendant's failure to properly manage and supervise Defendant's employees and independent contractors.

49. Defendants' failure to terminate or stop retaining Parulis and members of her staff, Calkins and Waller was an actual and proximate cause of the damage, harm and losses sustained by Plaintiff.

WHEREFORE, Plaintiff requests this Court to enter a judgment against Defendant based on its failure to supervise Employee and as a party vicariously liable for the negligence of Employee under State law which (i) awards Plaintiff damages equal to the damage, harm and loss caused by the negligence of Defendant and (ii) grants Plaintiff any other relief sought herein and (ii) such further relief as may prove to be equitable and fair or lawful.

THIRD CLAIM FOR RELIEF

NEGLIGENT HIRING OF LEDGE LIGHT HEALTH DISTRICT AND CALKINS

50. Plaintiff re-alleges, reiterates and incorporates herein by reference each and every allegation made in the preceding and succeeding paragraphs hereof including, without limitation, 10 through 16, inclusive, and 18 through 24, inclusive and 37-40, inclusive, and 42-44, inclusive.

51. Negligent hiring occurs where a plaintiff was damaged by an employer's failure to exercise reasonable care in selecting and hiring employee who was fit and competent to perform the job in question and that the damage resulted from the employee's unfitness or incompetence at work.

52. Ledge Light and Defendant entered into an agreement pursuant to which Ledge Light would become the contract sanitarian for Defendant (the "Sanitation Agreement").

53. On information and belief, the Sanitation Agreement gave Defendant control over how Ledge Light performed and fulfilled its duties under the Sanitation Agreement or had substantial control over the personnel and methodology to be employed by Ledge Light.

54. Defendant knew or should have known that Ledge Light would hire Calkins, who would continue perform the same duties, obligations and responsibilities for Defendant as he had in the past, but as an employee of Ledge Light.

55. Defendant knew or should have known that Calkins was unfit to perform the duties, obligations and responsibilities of Sanitarian as its employee and would continue to be, and proved to be unfit to perform them as an employee of Ledge Light.

56. Defendant knew or should have known that Ledge Light would be unit to perform the duties, obligations and responsibilities as contract Sanitarian as long and to the extent that it would discharge those duties, obligations and responsibilities through Calkins in whole or in

part.

57. Without having taken any corrective or remedial actions against Calkins, Defendant permitted Calkins to resign as Sanitarian knowing that he would receive a town pension and be employed by Ledge Light Health District ("Ledge Light") for which he would perform the same duties, obligations and responsibilities that he had failed or neglected to perform for Defendant in the manner required by law for years.

58. Ledge Light's and Calkins' failure and neglect to perform his duties, obligations and responsibilities as Sanitarian and the employee of Ledge Light, the contract sanitarian, continued to cause Plaintiff damage, harm and loss.

59. The negligent retention of Ledge Light was an actual and proximate cause for the damage, harm and loss that occurred during the period in which Ledge Light acted and acts as Defendant's Sanitarian through Calkins in whole or in part.

WHEREFORE, Plaintiff requests this Court to enter a judgment against Defendant based on its failure to supervise Employee and as a party vicariously liable for the negligence of Employee under State law which (i) awards Plaintiff damages equal to the damage, harm and loss caused by the negligence of Defendant and (ii) grants Plaintiff any other relief sought herein and (ii) such further relief as may prove to be equitable and fair or lawful.

Respectfully submitted,

DATED: October 24, 2011

/s/ William S. Gannon
William S. Gannon, Esq., BNH 01222

Attorney for

NEW ENGLAND NATIONAL, LLC

WILLIAM S. GANNON PLLC
889 Elm St., 4th Fl.
Manchester NH 03101
PH: 603-621-0833

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

October 25, 2020

Via email: vbenni@eltonhall.com
Victor Benni, PE
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Re: Nottingham Hills subdivision
Lot Line Revisions/Re-Subdivision

Dear Mr. Benni:

As a follow up to my letter to you dated October 22, 2020, I wanted to address a few additional items I missed in the rush to respond to Mr. Goeschel's request on the evening of October 21, 2020.

9/23/2020 Plan Revisions

1. We labeled Page 3 of 6 (page 3 of 5 on the 10/19/2020 plan revision) "Subdivision and Site Plan" which I am advised by both the projects Surveyor and Legal Counsel complies with section 8-25 of the Connecticut General statutes.

10/19/2020 Plan Revisions

1. We added a rain garden near to the low elevation point in the front yard, the size of the rain garden was calculated pursuant to the publication titled "Rain Gardens In Connecticut" A Design Guide For Homeowners prepared by UCONN COOPERATIVE EXTENSION SYSTEM, Ex. 9, as follows:

House footprint $56' \times 30' = 1680 \text{ ft}$
Driveway $180' \times 10' = 1800 \text{ ft}$
 $3480 \text{ ft}/6 = 580 \text{ ft}$

In addition to the above referenced information I wanted to provide you with the backup information in support of the Stormwater Management report waiver regarding Open Space provided by the Nottingham Hills Subdivision to date;

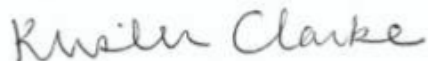
Open Space Provided as part of Phases 1 thru 4	=41.35 acres-Ex. 10
Open Space Provided from lots 19 and 21	= 1.78 acres-Ex. 11
	43.13 acres
Total Acres in Subdivision (All Phases)	107.82 acres
Total acres of Open Space Required (30%)	32.34 acres

I would also note that per the agreement with the East Lyme Planning Commission as part of the Phase 4 approval additional Open Space was provided with the understanding it could be reserved for "...use it for the open space requirement calculations on future development.." See Ex. 12. I would also note 37.99 acres (inclusive of the 1.78 acres referenced above and also identified in Ex. 11) are in the process of being transferred to the East Lyme Land Trust for Open Space. We are awaiting only the conservation easement documents from the State of Connecticut DEEP to finalize this transaction which will result in nearly 70% of this subdivision's land area being in Open Space.

Finally, in reviewing my correspondence sent to you by Attorney Geraghty on Friday the following items are re-submitted for purposes of clarity as they do not appear to have been transmitted in color.;

- Cover letter had signature blurred
- Ex. 5 (Photo of existing Utility Structures)
- Ex. 6 (Overlay Map)
- Ex. 7 (Map of Stormwater recharge area)

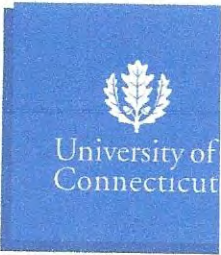
Sincerely,



Kristen T. Clarke, P.E.

cc: Paul Geraghty, via email
Gary Goeschel, via email

EXHIBIT 9



UCONN COOPERATIVE EXTENSION SYSTEM
College of Agriculture and Natural Resources

RAIN GARDENS



A DESIGN GUIDE FOR HOMEOWNERS

in Connecticut

Helping to improve water quality in your community.

STEP 3

Sizing This sizing method is designed to capture the majority (more than 90%) of runoff from the roof. If a gutter downspout will run directly into the garden, the only information that you will need is the area of the roof that contributes to that gutter. Don't worry, this doesn't require a trip to the roof!

- Just measure the footprint of your house (the area taken up by your house if you were looking down from above).
- Then, estimate how much of this area actually contributes to the gutter downspout. In other words, if it were raining, what portion of the roof area would be contributing water to the garden?
- Next, divide this area by 6. This calculation sizes the garden to hold one inch of roof runoff in a garden 6 inches deep. This is the area you need for your rain garden (see example on the following page).



If you are placing the garden in an area of lawn, and the runoff from your downspouts travels over more than 30 feet before it gets to your garden, the garden may not need to be as large. Some water will sink into the grass before entering the garden. However, if there is a large area of grass that will also contribute runoff to the rain garden, consider using the size calculated above. While it won't hurt to have the garden be a bit larger than necessary, if size or cost is a constraint, the garden can be smaller and still provide some treatment. Every little bit helps!

If the percolation test shows that your soils are suitable, or if you know that the soils are loamy/sandy, then you can move on to the installation section. Even with soils that are silty or clayey, you can still have a rain garden. Remember, if the soils are poorly

drained, or your test hole still had water after 24 hours, the site is not suitable for a rain garden. If there was some infiltration but it was slow, increasing the size of your garden can make up for the tight soils. With silty soils, the size can be increased about 50%. If the soils are clayey, the size can be increased up to 100%. This increase will provide the same amount of treatment as if your soils were sandy. However, if an increased size is not feasible due to cost or space constraints, don't worry. You will still be providing some treatment of the runoff, and therefore a benefit to the local waterways.

A more detailed design manual with accommodations for silty or clayey soils can be found at the following website:

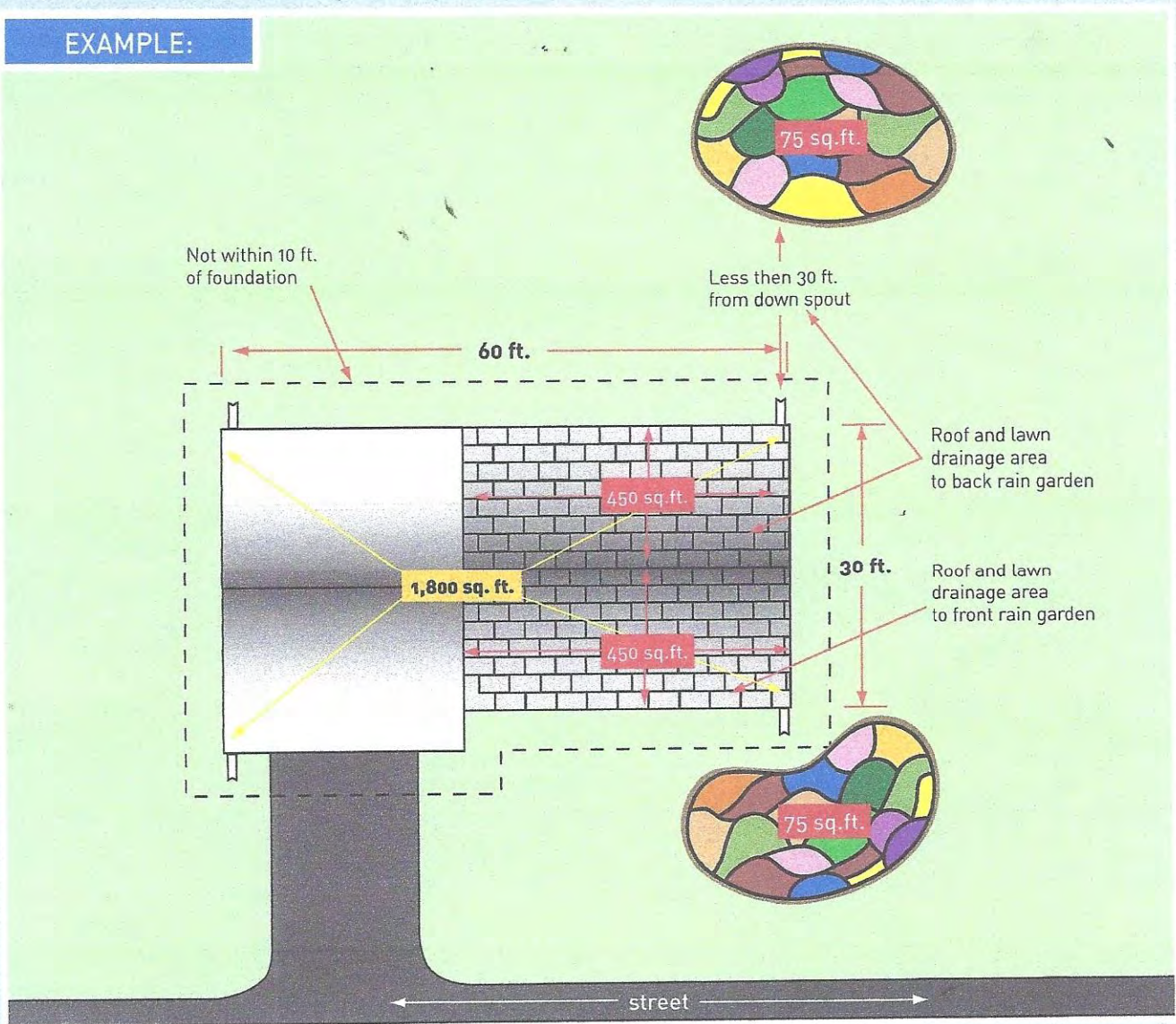
http://www.dnr.state.wi.us/org/water/wm/nps/rg/#plant_lists

Calculating the size of your rain garden

Based on the amount of roof runoff from your home.

The house has a footprint of **60 feet x 30 feet, or 1800 ft²**. One quarter of the roof area contributes to the gutter near where the rain garden is to be built. So the contributing area would be **1800 ft² x 0.25 = 450 ft²**. This area is then divided by 6, so that the square footage of the rain garden would be: **450 ft² / 6 = 75 ft²**. A nicely shaped rain garden might be **10 ft x 7.5 ft**. However, you have the flexibility to make it any shape you want, as long as you approximate the size.

EXAMPLE:



Diagrams above adapted from the University of Wisconsin Extension, *Rain Gardens: A How-to Manual for Homeowners*.

EXHIBIT 10

OPEN SPACE CALCULATIONS
NOTTINGHAM HILLS SUBDIVISION

Phase I

<u>Lot #</u>	<u>Acreage</u>
1	1.71
2	.92
3	1.25
4	1.39
5	1.23
6	1.21

Phase II

6	1.34
8	2.21
9	3.09
10	1.95
11	1.71
30	1.29
31	1.34
48	2.96
49	2.11
197 Upper Patt	2.68

Phase III

12	1.06
13	1.34
14	1.17
15	1.27
16	1.35
17	1.0
18	.93
19 (rear)	2.45
20	Phase IV
21 (rear)	3.12
22	1.30
24	1.73
25	1.78
26	2.58
27	2.91

28 4.36

Phase IV

20 33.0

29 3.05

32 15.03

Open Space

Aunt Ruth Turnpike 23.2

Phase I .32 (south side Kensington Drive)

Phase II 4.24 (Conservation Easement)

Phase III N/A

Phase IV 10.63 (Conservation Easement)

2.96 (Conservation Easement)

TOTAL ACRES

LOTS: 107.82

OPEN SPACE: 41.35

EXHIBIT 11

EXHIBIT 12

NOV 22 20 10 at 10:00 AM PM

EAST LYME PLANNING COMMISSION
PUBLIC HEARING IV
Tuesday, NOVEMBER 16th, 2010
MINUTES

Bar B Williams
EAST LYME TOWN CLERK

The East Lyme Planning Commission held a Public Hearing on the Application of New England National LLC for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Rd., East Lyme, CT; Tax Assessor's Map #39.0, Lot 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations on November 16, 2010 at Town Hall, 108 Pennsylvania Ave., Niantic, CT. Acting Chairman McPherson opened the Public Hearing and called it to order at 7:46 PM after the three previously scheduled Public Hearings.

PRESENT: George McPherson, Acting Chairman, Francine Schwartz, Frank Balantic, Alternate, Brian Bohmbach, Alternate

ALSO PRESENT: Jeffrey Torrance, representing the Applicant
Attorney Mark Block, Town Counsel
Gary Goeschel, Planning Director
William Scheer, Town Engineer

ABSENT: Mike Bowers, Chairman, Mike Mangelinkx, Chris Sandford,
Brian Schuch, Joan Bengtson, Alternate

Pledge of Allegiance

The Pledge was observed.

Acting Chairman McPherson noted that he had seated Frank Balantic Alternate and Brian Bohmbach, Alternate at the table this evening.

Public Hearing I

1. Application of New England National LLC for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Rd., East Lyme, CT; Tax Assessor's Map #39.0, Lot 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record located at the terminus of Kensington Drive and north of Upper Kensington Drive, East Lyme, Connecticut, Tax Assessor's Map #40.0, Lot #14-1; and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations

Mr. McPherson called for the applicant or his representative to give a presentation on this application.

Jeffrey Torrance, representing the applicant submitted Exhibit P for the record – a letter dated 11/2/2010 from Robert A. Blatt authorizing him to act on his behalf on this application.

Mr. Goeschel read the List of Exhibits into the record and added Exhibit Q – Plans revised through 11/16/2010 and Exhibit R – Certificates of Mailing dated 11/12/2010. (List attached at end of Minutes).

Mr. Torrance noted that the sign was posted on the property on November 1, 2010. He explained that this property is approximately 48 acres that was set aside for future development. It has access from two locations – the Nottingham Hills Subdivision and Pattagansett Road. The proposal is to make two lots from the one. One lot would be approximately 15 acres and the other would be 33 acres. A third lot is a parcel of land that was preliminarily designated as open space in a previous application – but was not finalized. There is a 3.04 acre parcel and 22 acres of conservation easement and they are designating an additional 10.63 acres on the 48 acre parcel as open space. This is far more than they are required to set aside and they want to reserve the right to use it for the open space requirement calculations on future development. He

continued that in working with the Town Engineer, they no longer need the waiver of Section 6-16-1 through 6-16-6 and Sheet SD4 shows the stormwater detention area. An area was originally designed to keep stormwater on site adjacent to this lot however they have added more. He summed up that he feels that they have met the requirements for the subdivision of the two parcels.

Mr. McPherson asked if the Commissioners had any questions or comments –

- X Mr. Goeschel asked if they were clear on the open space.
- Mr. Balantic asked if the ¾ acre shift was to allow for the conservation easement.
- Mr. Torrance said that went to wetlands and they approved it as a lot.
- X Mr. Balantic said that it looks like it is a good swap. He asked when the open space would be finalized.
- X Mr. Torrance said that per the opinion of Counsel, they do not have to do it until the development is finished so it could go on for quite some time. However – as per this 10 acre piece – he said they will put the conservation easement on it now but reserve the right to include it in future calculations.

William Scheer, Town Engineer explained the stormwater regulations noting that in a subdivision like this one where they are in the woods – there are basically swales and indentations in the ground. They are meant to catch the stormwater to pool and let it go into the ground. He said that he would review it out in the field when they start development but there is enough area and woods for the water to go into the ground.

Mr. Torrance said that while they requested a waiver of the stormwater regulations that it is basically a moot point and they do not need one.

Mr. McPherson called for any comments from the public –
Hearing none –
He called for a motion to close this Public Hearing –

****MOTION (1)**

Mr. Balantic moved to close this Public Hearing.
Mr. Bohmbach seconded the motion.
Vote: 4 – 0 – 0. Motion passed.

Mr. McPherson closed this Public Hearing at 8:05 PM.

Respectfully submitted,

Karen Zmitruk,
Recording Secretary

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

October 22, 2020

Via email: vbenni@eltownhall.com
Victor Benni, PE
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

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

Dear Mr. Benni:

Pursuant to Gary Goeschel's email from last evening, October 21, 2020, he asked for an itemized list of the substantive changes made in both the 9/23/2020 and 10/19/2020 plan revisions.

With regard to the 9/23/2020 revisions which appear in the application record as Ex. Y, they responded to your comments dated 9/02/2020, attached as Ex. 1, as follows;

1. The surveyor revised Note 1 on page 1 to include the requested language requested regarding accuracy of the proposed boundary lines and vertical accuracy.
2. We addressed the area of the Common Driveway by shading the area which is identical to the area of the Utility Easement. This identifies an area that encompasses each of the three lots and demonstrates that access and utilities have been provided. In addition, on page 1 "Reference Maps" #3 is the Utility Easement Map recorded in the East Lyme Land Records Drawer 6 # 441, Ex. 2 herein, that identifies the legal description of the shaded area. We have also added Note 7 on Page 1 to address the Common Driveway and Utility Easement. A draft of this agreement was submitted to the record of the pending application and appears as Ex. GG.

Given all of this our Legal Counsel has advised no further easements are required. In addition, I enclose the narrative Utility Easement recorded in the East Lyme Land Records Vol. 794 Page 510 as Ex. 3, the construction plan prepared by the Connecticut Light and Power Company, Ex. 4, and a photograph of the installed utility structures for this property, Ex. 5. I would note that underground Electric, Cable TV and Telephone conduit and structures, all of which is already installed, benefit and are burdened by the utility easement as is identified in the narrative easement and evidenced further by the construction plans.

3. Waiver of Storm Water Management Report per Section 6-8-7 (A) 1 & 2;

I believe we are entitled to the waiver of this report based on several factors;

A) By using a common driveway and reducing the sizes of the previously approved house footprints we have actually reduced the impervious surface area that will need to be utilized per the following analysis;

	<u>Existing Phase 3 Approved Plan</u>		<u>Re-Subdivision Plan</u>	
Lot 19 (Lot 1)	Driveway 460'x15' =	6,900 s.f.	140'x10' =	1,400 s.f.
	House Footprint 70'x30' =	<u>2,100 s.f.</u>	56'x30' =	<u>1,680 s.f.</u>
		9,000 s.f.		3,080 s.f.
Lot 21 (Lot 2)	Driveway 460'x15' =	6,900 s.f.	190'x10' =	1,900 s.f.
	House Footprint 70'x30' =	<u>2,100 s.f.</u>	56'x30' =	<u>1,680 s.f.</u>
		9,000 s.f.		3,580 s.f.
Lot 3	Driveway	N/A	200'x10' =	2,000 s.f.
	House Footprint	N/A	56'x30' =	<u>1,680 s.f.</u>
				3,690 s.f.
Lot 4	Driveway	N/A	N/A	
	House Footprint	N/A	N/A	
Common Driveway 234'x15'		<u>N/A</u>		<u>3,510 s.f.</u>
Totals		18,000 s.f.		13850 s.f.

I have attached as **Ex. 6** a map, previously supplied and part of record Ex.Y, that shows the currently approved Nottingham Hills Subdivision Phase 3 impervious surfaces in red ink overlaid on the proposed impervious surfaces from the pending applications.

Given the design of the subdivision which provides a 10+ acre stormwater discharge area immediately adjacent to this property, see Nottingham Hills Subdivision phase 4 Conservation Easement area, **Ex. 7**, the reduction in impervious surface area, the addition of more Open Space that increases the total open space to more an amount that exceeds by in excess of 33% that which is required, I would submit that these factors combine to demonstrate that the water quality of the receiving aquifer, wetland or watercourse will not be affected and that the proposed development will not cause or exacerbate downstream flooding

In addition, I would note that we are entitled to consideration based upon the pending plans of additional Open Space and a reduction in impervious surface area's as is provided in Section 6-8-4(A) 1 and 2 of the East Lyme Subdivision Regulations.

In addition to the items that address Mr. Benni's 9/2/2020 comments the following were added to the 9/23/2020 Plan Revisions;

- 1) Additional Test Hole and Perc Test locations (Pages 3,4,5)
- 2) Test Hole Data provided by Ledge Light Health District (Page 6)
- 3) We added a new page 5 to demonstrate alternative locations could easily be provided to rebut the claims made by an alternate member of the planning commission. (**NOTE:** This has page been removed from the 10/19/2020 Plan Revisions and will be submitted as a standalone responsive exhibit as part of the so called "Bombach Response" dated October 5, 2020 which appears in the record of this application as Ex. X)

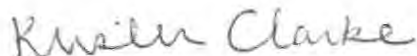
With regard to the 10/19 revised plans;

- 1) We removed what was page 5 in the 9/23/2020 and made this document Ex. 33 to the so called Bombach Response. This Plan was prepared solely to demonstrate that alternative location exist on each of the lots subject to East Lyme Planning, Building, Zoning, Engineering and Health Department(s) approval.
- 2) We added addition Perc Test Data on Page 6.
- 3) We slightly modified the location of the proposed primary and reserve locations for existing lot 21.
- 4) We changed the location for proposed footing drains.

I have also enclosed a copy of the letter and exhibit emailed to Danielle Holmes on October 21, 2020 as **Ex.8**.

Please let me know if you need any further information or have any questions.

Sincerely,



Kristen T. Clarke PE, Manager
English Harbour Asset Management LLC

cc: Gary Goeschel, via email: ggoeschel@eltownhall.com
Paul Geraghty, via email pgeraghty@geraghtybonnano.com

EXHIBIT 5



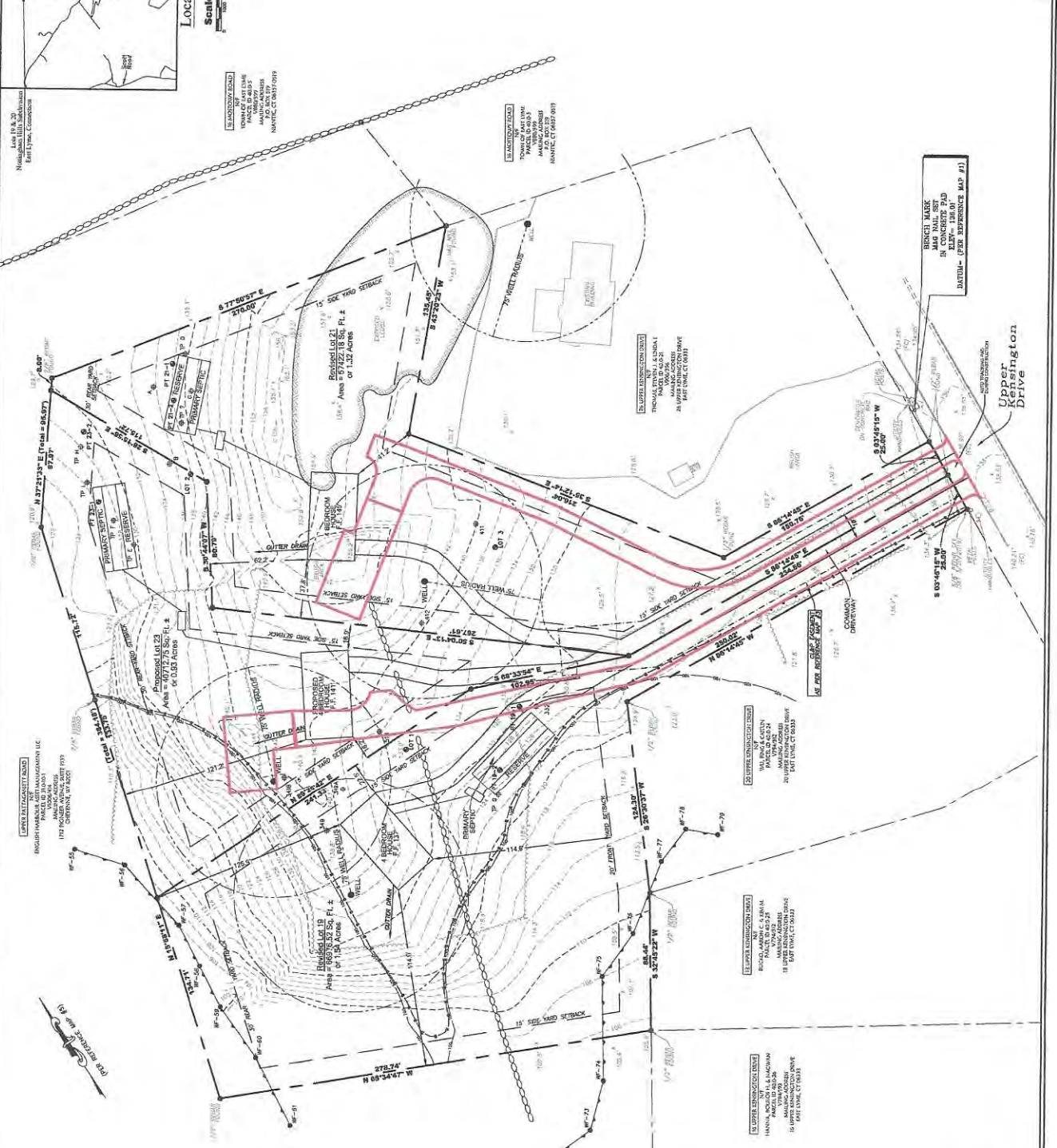
EXHIBIT 6

Nottingham Hills Subdivision
Conservation Design Portions
1 Lot Re-Subdivision of Portions
of Lots 19 & 21

DATE: January 25, 2007
 DRAWING: 051019
 DRAWING P.L.L.

GESICK & ASSOCIATES, P.C.
 SURVEYORS | MAPPERS | PLANNERS
 19 CLEAR ISLAND AVE
 CLINTON, CONNECTICUT 06413
 OFFICE: 860-659-7799 FAX: 860-669-5933
 WWW.GESICKSURVEYORS.COM

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Legend

SYMBOL	DESCRIPTION
○	PROPERTY CORNER (TO BE SET)
□	IP / REBAR
⊕	DEP. TEST PIT
⊙	BENCH MARK
⊕	WETLANDS (IAG)
⊕	WELL
⊕	PERC TEST
⊕	GAVEL AREA
⊕	EXISTING BUILDING
⊕	EXPOSED LODGE
⊕	PROPERTY LINE
⊕	PROPERTY LINE OTHER
⊕	SETBACK LINE
⊕	EMERGENCY LINE
⊕	WETLANDS LINE
⊕	100' WETLANDS REVIEW LINE
⊕	SLT FENCE
⊕	HEX CONTOUR
⊕	INTERIMETRE CONTOUR
⊕	TRELLIS
⊕	SPOT ELEVATION
⊕	POLE OR PERMITS
⊕	BOX / EL
⊕	FACE OF CURB
⊕	B.C.L.C.
⊕	BIRMINGHAM CONCRETE UP CURB
⊕	FINISHED FLOOR
⊕	TYPICAL

LOT 23 (1.13 ACRES)
 PROPOSED LOT 23
 AREA: 1.13 ACRES
 180° 15' 00" W
 112' 00" E
 112' 00" W
 180° 15' 00" E

LOT 24 (1.58 ACRES)
 PROPOSED LOT 24
 AREA: 1.58 ACRES
 180° 15' 00" W
 112' 00" E
 112' 00" W
 180° 15' 00" E

LOT 25 (1.58 ACRES)
 PROPOSED LOT 25
 AREA: 1.58 ACRES
 180° 15' 00" W
 112' 00" E
 112' 00" W
 180° 15' 00" E

EXHIBIT 7



FILED BY EAST LYME TOWN
CLERK'S OFFICE
RECORDED ON 11/16/2010
Esther B. Williams
EAST LYME TOWN CLERK

EAST LYME PLANNING COMMISSION
APPROVED: *Michael H...*
DATE: 10/14/2010
FILM# DEADLINE: 1/14/2011
YEAR EXPIRATION DATE: 1/14/2015

EAST LYME PLANNING COMMISSION
GRANTED: _____
DATE: _____
FILM# DEADLINE: _____
YEAR EXPIRATION DATE: _____

**Lots 19 & 21
Application
Property**

BOUNDARY LOT LAYOUT
LOT 20 UPPER KENSINGTON DRIVE &
239 PATTAGANSETT ROAD
NOTTINGHAM HILLS SUBDIVISION
PHASE 4
PREPARED FOR
NEW ENGLAND NATIONAL, LLC
EAST LYME CONNECTICUT
SHEET SD2 OCTOBER 20, 2010

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET HIAWIC, CONNECTICUT 06357
TEL. 860-739-6216 FAX 860-739-0693

03012-101-014 DWG

10/20/2010	REP	
10/19/2010	REP	
10/19/2010	REP	

Original Ink Drawings
Produced in accordance with
State Filing Requirements
1. Robert Pfanner P.E. LS 2942

