

Geraghty & Bonnano, LLC

Attorneys at Law

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November 5, 2021

Via Email ggoeschel@eltownhall.com & Hand Delivered

Gary Goeschel
Director of Planning
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357



Re: Nottingham Hills subdivision Phase 5
Open Space

Dear Gary,

As a follow up to our meeting on October 26, 2021 regarding the above-referenced matter I offer the following in support of our position that no additional open space contribution is required for this phase of the Nottingham Hills subdivision as a matter of law, the East Lyme Subdivision regulations as well as prior legally binding agreements with the East Lyme Planning Commission ("ELPC").

From the onset of the development of the Nottingham Hills Subdivision the East Lyme Planning Commission was aware that the subdivision was going to be developed in phases over an unknown period of time. In each phase, including the current phase 5, additional contiguous land was acquired. This fact is demonstrated by the location map on page 1 of the current phase 5 plans. This Common Plan of Development is additionally demonstrated by the original developer and its successors as follows:

PHASE 1

The original Phase of the Nottingham Hills Subdivision development consisted of Seven (7) lots, Ex. A, and utilized land that was acquired from Robert Blatt formerly Lewis & Jean Bull, Ex. B, on July 30, 2001. I note that this property shared a common boundary totaling 2722 linear feet with the land being utilized for phase 5, highlighted in orange, which was then owned by the Connecticut Trails Council of Girl Scouts, Inc. In addition, I further direct you to the orange highlighted note on lot 6 of the boundary survey which states "LAND FOR FUTURE PHASED DEVELOPMENT". Finally, in regard to phase 1,

attached as Ex. C is the Open Space Covenant that deferred the dedication of Open Space until a future date as is provided for in the East Lyme Subdivision Regulations.

PHASE 2

This phase of the subdivision totaling 46 lots received Inland Wetlands Agency Approval but encountered deliberate delays created by former East Lyme Staff. Litigation with the Town ensued which will be addressed in detail later herein. This resulted in the splitting of the property into future phases 2A and 3. A copy of the Phase 2 plan is attached as Ex. D. I note that the common boundary with the Girl Scout Camp referenced in the Phase 1 narrative herein is highlighted in orange on the phase 2 plan.

PHASE 2 A

The Phase 2A Plan, (Ex. E), included and required the acquisition of additional contiguous land acquired from Walter & Deloris Scott on April 18, 2005, (Ex. F), and the Torrance Family Limited Partnership on August 14, 2003, (Ex. G), to create several of the lots identified on the plan. In this phase of the development 23.2 acres of land was deeded to the Town of East Lyme, (Ex. H), for open space at the request of former First Selectman Wayne Fraser who was at the time perusing an agreement with Yale University for an access agreement for this property, and Yale's property, for what is now known as the Goodwin Trail. On sheet SD 3 of the Subdivision Plan, (Ex. E), approved by the ELPC I have highlighted the common boundary between this phase of the subdivision and the land proposed for phase 5 of the Nottingham Hills Subdivision (Girl Scout property). I would also note that this page of the approved plan included the note "LOT 11 Area Designated for Future Phased Development".

PHASE 3

The Phase 3 Plans, (Ex. I), approved by the ELPC on in December of 2005 included and required the acquisition of additional land acquired from Robert Blatt formerly the Estate of Jean Adamo, (Ex. J). I note that the boundary of the contiguous real property acquired for this phase of the Nottingham Hill Subdivision is highlighted in orange of page SD 3 of the approved plans provided herein. I also note that page SD 3 of this phase of the subdivision contained the note "LOT 20 Designated as Land for Future Phased Development... 15.55 acres"

PHASE 4

The Phase 4 Plans, (Ex. K), approved by the ELPC on November 16, 2010 included and required the acquisition of additional land acquired from Robert Blatt, (Ex. L), and Salvatore and Debra Osso, (Ex. M).

In this phase of the development the development rights were transferred by Niantic Real Estate LLC to New England National LLC ("NEN"), (Ex. N).

Also as part of the approval of this phase NEN and the ELPC reached an agreement wherein NEN provided a Conservation Easement in favor of the Town of East Lyme on 10.63 acres of land despite the fact that the subdivision had already met its open space contribution requirements and provided however that the subdivision would "bank" or reserve the right to use the additionally provided Open Space **"..for the open space requirement calculations on future development"**. (Ex. O).

In addition, as part of the **FINDINGS** by the ELPC in its approval of Phase 4 of the Nottingham Hills Subdivision, (Ex. P), was the following;

"Section 3-4 Plan of Development :The proposed re subdivision conforms to the comprehensive Plan of Development for the Town of East Lyme (POCD) as adopted by the East Lyme Planning Commission as the proposed re subdivision is located within a residential zoning district **adjacent to existing lots which were previously approved as part of a cluster subdivision. The proposed re subdivision continues to follow the pattern of development characteristic of the existing residential cluster development.** In addition, the proposed subdivision reduces the potential impacts on water and soil resources by proposing Low Impact Development (LID) techniques for the treatment of stormwater and Best Management Practices (BPMs) for soil erosion and sedimentation control".

I would submit that as a matter of law and fact that the narrative and support documents for phases 1 thru 4 inclusive demonstrate a common plan of development and the proposed Phase 5 plan represents an entirely consistent addition to that common plan for the very reasons established by the ELPC in the findings for Phase 4 as stated in the preceding paragraph.

The applicant for the Phase 5 is English Harbour Asset Management LLC who obtained the Assignment of Developments Rights to the Nottingham Hills Subdivision from New England National LLC in March of 2020, (Ex. Q), prior to commencing the re-subdivision of Phase 3 lots 19 & 21 in March of 2020. As the members of the current ELPC may recall this re subdivision was approved in January 2021. This is an important for two reasons:

- 1) Only the developer, or its successor, can re subdivide lots in the Nottingham Hills Subdivision pursuant to deed restrictions contained in the subdivisions Declaration of Covenants and Restrictions paragraph P which is attached hereto as (Ex. R); and
- 2) The assignment was required by paragraph 4 of the Settlement Agreement by and between the Town of East Lyme and New England National LLC et al approved by

the order of the United States District Court, District of Connecticut on or about February 13, 2015. Ex. S.

I next move to the acreage dedicated to date in the Nottingham Hills subdivision thus far. In this Commission's **Findings** on January 11, 2021, (Ex. T), regarding the re-subdivision of Nottingham Hills Phase 3 Lots 19 and 21 Open Space was addressed as follows:

Section 6-7 Open Spaces: As demonstrated by the Design Report in Exhibit "A", identifies the Nottingham Hills subdivision as being a division of 107.82 acres and the open space provided totaling 41.35 acres. Based on the subdivision regulation requirement of 30% Open space, or 32.34 acres, the subdivision had exceeded the required Open Space by 9.1 acres as of the date of the pending application. Subsequent, to the application, the applicant conveyed portions of Lot 19, (.51 acres), and Lot 21, (1.27 acres), to the property that was in the process of being conveyed to the East Lyme Land Trust. The combined totaled 37.99- acres which, has been transferred to the East Lyme Land Trust as of December 30, 2020 (Vol. 1046, Pg. 120). Upon recalculating the Open Space, it now totals 79.34-acres of the subdivisions 107.82-acres. As such approximately 73.5% of the subdivision's land is now in Open Space when only 30% or 32.3-acres is required."

As is reflected in the Amended Design Report for the pending application the proposed lots being created total 14.21 acres which require dedication of 4.26 acres of open space. Since the subdivision has already been provided significantly more than is required, no additional dedication of Open Space is required for this phase of the subdivision. A memorandum from East Lyme Town Counsel Mark Block addressed to Gary Goeschel dated February 1, 2021, (Ex. U), address's the similar circumstances in another East Lyme subdivision and opines that no further Open Space dedication is or can be required. I submit to you that the same is true for the pending Nottingham Hills Phase 5 application."

For the reasons set forth herein I would further submit that the previous Open Space dedications by my client for the Nottingham Hills Subdivision combined with those made by its predecessors results in the outcome that no further Open Space dedication is necessary or can be required at this time.

Please feel free to contact me should we need to discuss this matter further.

Very truly yours,

Paul M. Geraghty, Esq.

Enclosures

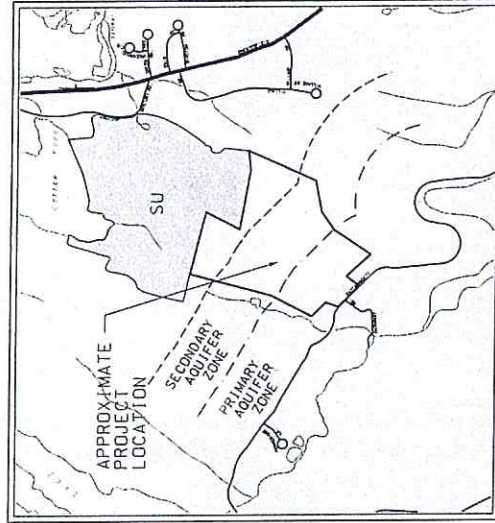
EXHIBIT A

NOTTINGHAM HILLS SUBDIVISION

PROPOSED 7-LOT RESIDENTIAL COMMUNITY IN EAST LYME, CONNECTICUT

LEGEND TO PLAN SHEETS

- EXISTING CONTOURS
- PROPOSED CONTOUR - PUBLIC IMPROVEMENTS
- PROPOSED CONTOUR - DEVELOPMENT FEASIBILITY
- EXISTING TREE LINE
- EXISTING STAKE WALL
- LINE OF WETLANDS
- 15' WETLAND SETBACK LINE
- WATERCOURSE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- PROPERTY SETBACK LINE
- MINIMUM SETBACK
- PROPOSED SEDIMENT BARRIER
- EXISTING STORM DRAINAGE
- PROPOSED STORM DRAINAGE
- EXISTING STREET LINE
- PROPOSED STREET LINE
- PROPOSED STREET LINE ELEVATIONS
- POSSIBLE HOUSE LOCATION
- PROPOSED PRIMARY LEACHING AREA
- PROPOSED RESERVE LEACHING AREA
- POSSIBLE WELL LOCATION
- PROPOSED BATTERY BANKS, P.O., DITCH, OR SLOPE PROTECTION
- NEP TEST PIT LOCATION & NUMBER
- POPULATION TEST LOCATION AND NUMBER



SITE LOCATION

SCALE: 1" = 800'

OWNERS:
TORRANCE FAMILY LIMITED PARTNERSHIP

DEVELOPER:
WANTON HILL LLC
187 UPPER PATTAUGHANET ROAD
EAST LYME, CT
(860) 691-0613

CONSULTANTS:



Anchor Engineering Services, Inc.
75 Nutmeg Lane, Glastonbury CT 06033
Tel: (860) 633-8770 Fax: (860) 633-5571

- QUARTER VERY STONY FINE SANDY LOAM, 3 TO 8 PERCENT SLOPES
- QUARTER VERY STONY FINE SANDY LOAM, 8 TO 15 PERCENT SLOPES
- QUARTER EXTREMELY STONY FINE SANDY LOAM, 15 TO 35 PERCENT SLOPES
- QUARTER-CHERT FELD-SHALLE COMPLEX, 3 TO 15 PERCENT SLOPES
- QUARTER-CHERT FELD-SHALLE COMPLEX, 15 TO 45 PERCENT SLOPES
- CHERT FELD-SHALLE-QUARTZITE COMPLEX, 3 TO 15 PERCENT SLOPES
- LEGESTON VERY STONY FINE SANDY LOAM, 8 TO 3 PERCENT SLOPES
- LEGESTON VERY STONY FINE SANDY LOAM, 3 TO 8 PERCENT SLOPES
- LEGESTON VERY STONY FINE SANDY LOAM, 8 TO 15 PERCENT SLOPES
- SUTTON PTE STONY FINE SANDY LOAM, 3 TO 8 PERCENT SLOPES

LIST OF DRAWINGS	SHEET	LAST REVISION
BOUNDARY PLAN	L1	11/30/01
GRADING PLAN	L2	10/11/01
SITE DEVELOPMENT PLAN	L3	10/11/01
ROADWAY & DRAINAGE CONSTRUCTION PLAN	L4	10/11/01
EROSION CONTROL PLAN	L5	10/11/01
LANDSCAPING PLAN	L6	08/29/01
SOIL TESTING DATA	L7-L8	10/11/01
DETAILS	L9-L10	10/11/01

ZONING COMPLIANCE TABLE	
PROPERTY USE	RESIDENTIAL HOUSING
ZONE	RU-10
MINIMUM LOT SIZE	40,000 SF
MINIMUM FRONTYARD SETBACK	20 FEET
MINIMUM SIDERYARD SETBACK	15 FEET
MINIMUM REARYARD SETBACK	30 FEET
MAXIMUM BUILDING HEIGHT	30 FEET
MAXIMUM LOT COVERAGE	35%
AVERAGE LOT FRONTAGE	100 FEET
MINIMUM BUILDABLE AREA PER LOT	20,000 SF

- NOTES:**
1. MAX LOT SHALL BE RESTRICTED FROM RECONSTRUCTION.
 2. THIS SUBDIVISION PLAN RESERVES AN EASEMENT AUTHORIZING THE INSTALLATION OF UTILITY LINES WITHIN 5 FEET OF STREET FRONTAGE OF W.P.

CONSTRUCTION SOURCE REPORT

1. THIS SOURCE REPORT IS BASED ON VISUAL INSPECTION OF THE PROPERTY AND THE INFORMATION PROVIDED BY THE DEVELOPER. THE DEVELOPER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
2. THIS SOURCE REPORT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE DEVELOPER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
3. A UTILITY LAYOUT SHALL BE SUBMITTED TO THE TOWN ENGINEER FOR REVIEW AND APPROVAL. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE UTILITY LAYOUT.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DEVELOPER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.



EXHIBIT B

QUIT-CLAIM DEED

Vol 535 page 84
3060

KNOW ALL MEN BY THESE PRESENTS, That I, ROBERT A. BLATT, presently of Larchmont, New York

for diverse good causes and considerations thereunto moving, especially for

ONE (\$1.00) DOLLAR and other valuable and good considerations

received to my full satisfaction of **NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY**, a Connecticut Limited Liability Company having its principal place of business in the Town of East Lyme, Connecticut

have remised, released, and forever quit-claimed and do by these presents, for myself, and my heirs, justly and absolutely remise, release, and forever **QUIT-CLAIM** unto the said **NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY**, its successors and assigns forever, all such right and title as I the said grantor has or ought to have in or to certain real estate situated in the Town of East Lyme, County of New London and State of Connecticut, bounded and described as follows:

"See Schedule A attached hereto and made a part hereof"

Said premises are the same as were conveyed to the Grantor herein by Quit-Claim Deed from Lewis S. Bull and Jean E. Bull dated June 16, 1998 and recorded June 16, 1998 in Volume 454 at Page 296 of the Town of East Lyme Land Records.

Said premises are conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law;
2. Taxes to the Town of East Lyme on the Grand List of October 1, 1999, which the Grantee herein assumes and agrees to pay as part consideration for this deed.

NO CONVEYANCE TAXES COLLECTED

Esther B. Williams

TOWN CLERK OF EAST LYME

TO HAVE AND TO HOLD the premises unto him the said Grantee and to its successors and assigns, to the only use and behoof of the said NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY, its successors and assigns forever, so that neither I the said grantor nor any other person or persons in my name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of May, in the year of our Lord, Two Thousand One.

Signed, Sealed and Delivered
in the presence of:

Robert A. Blatt (L.S.)
ROBERT A. BLATT

STATE OF *New York*)
COUNTY OF *Westchester*) ss.

On this *26* day of May, 2001, before me, the undersigned officer, personally appeared ROBERT A. BLATT known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Joseph M. Bohan
Notary Public
Commissioner of the Superior Court

Torrance-Adamo
Blatt to Niantic

Joseph F. BOHAN, JR.
Notary Public, State of New York
No. 60-0342085
Qualified in Westchester County
Commission Expires January 31, ~~2001~~
2002

That certain piece or parcel of land located on the easterly side of Upper Pattagansett Road known as 191 Upper Pattagansett Road, East Lyme, Connecticut more fully shown on a map entitled "Boundary Survey 191 Upper Pattagansett Road East Lyme, CT Property of Lewis S. and Jean E. Bull Scale 1" = 100' Dec. 10, 1996 David M. Coonrod L.L.S. Niantic, Conn." which map is recorded on the land records of the Town of East Lyme by date of December 11, 1996 and shown as Map D-5 page 443. Said premises is also shown on or plan entitled "NOTTINGHAM HILLS SUBDIVISION NIAN TIC REAL ESTATE, LLC BOUNDARY PLAN UPPER PATTAGANSETT ROAD EAST LYME, CT 5/4/01 Anchor Engineering Services, Inc." which plan describes said parcel as follows:

Beginning at a point on the northeasterly boundary of said premises at an iron pin on the corner of property now or formerly of New England National L.L.C. and Conn. Trails Council of Girl Scouts, Inc.; thence running N 86° 18' 53" W a distance of 70.20 feet; thence running S 87° 36' 52" W a distance of 248.45 feet to an iron pin; thence proceeding N 77° 54' 36" W a distance of 235.01 feet to a drill hole; thence running N 83° 07' 12" W a distance of 232.90 feet to a drill hole recovered; thence proceeding N 72° 51' 11" W a distance 159.35 feet to an iron pin recovered; thence proceeding N 79° 57' 58" W a distance of 139.08 feet to an iron pin recovered; thence proceeding N 87° 14' 44" W a distance of 71.51 feet to a drill hole recovered; thence proceeding N 79° 48' 54" W a distance of 164.38 feet to a drill hole recovered; thence proceeding N 24° 33' 30" E a distance of 168.13 feet to an iron pin recovered; thence proceeding N 26° 41' 44" E a distance of 210.38 feet to a drill hole recovered; thence proceeding N 28° 16' 20" E a distance of 222.92 feet to an iron pin; thence proceeding N 78° 08' 52" W a distance of 176.69 feet to an iron pin recovered; thence proceeding N 70° 46' 36" W a distance of 113.10 feet to an iron pin recovered; thence proceeding N 72° 48' 14" W a distance of 189.03 feet to an iron pin recovered; thence proceeding N 77° 33' 00" W a distance of 108.09 feet to a drill hole recovered; thence proceeding N 74° 02' 20" W a distance of 202.79 feet to a drill hole recovered; thence proceeding N 75° 13' 00" W a distance of 192.33 feet to an iron pin recovered; thence proceeding N 77° 50' 59" W a distance of 93.03 feet to a drill hole set; thence proceeding along the remains of a wire fence S 14° 08' 34" W a distance of 95.34 feet; thence S 07° 49' 30" W a distance of 49.89 feet; thence S 19° 50' 20" W a distance of 70.18 feet; thence proceeding S 13° 35' 52" W a distance of 119.93 feet to a drill hole; thence proceeding S 16° 47' 16" W a distance of 305.15 feet to a drill hole set; thence proceeding S 20° 37' 24" W a distance of 66.82 feet; thence proceeding S 16° 18' 44" W a distance of 121.62 feet; thence proceeding S 15° 19' 10" W a distance of 85.78 feet; thence proceeding S 19° 30' 36" W a distance of 72.25 feet; thence proceeding S 11° 57' 54" W a distance of 239.92 feet; thence proceeding S 13° 08' 06" W a distance of 162.17 feet; thence proceeding along property now or formerly of Torrance Family Limited Partnership S 41° 58' 33" E a distance of 209.59 feet; thence proceeding S 65° 06' 03" E a distance of 13.89 feet; thence proceeding S 40° 00' 09" E a distance of 401.27 feet; thence proceeding S 42° 02' 50" E a distance of 191.08 feet; thence proceeding S 31° 54' 22" W a distance of 184.46 feet; thence proceeding S 34° 50' 28" W a distance of 65.23 feet; thence proceeding S 29° 47' 40" W a distance of 35.54 feet; thence S 33° 12' 35" W a distance of 43.21 feet; thence proceeding S 33° 12' 35" W a distance of 179.83 feet; thence proceeding S 34° 44' 47" W a distance of 238.30 feet; thence proceeding S 37° 44' 29" W a distance of 128.74 feet; thence proceeding S 38° 30' 01" W a distance of 56.59 feet to a point or place on the northeast side of Upper Pattagansett Road; thence continuing along Upper Pattagansett Road S 48° 31' 35" E a distance of 31.17 feet; thence continuing S 48° 31' 35" E a distance of 122.86 feet; thence continuing S 48° 31' 35" E a distance of 20.37 feet; thence running N 36° 59' 51" E a distance of 291.87 feet to an iron pin recovered; thence running S 38° 10' 13" E a distance of 587.38 feet to an iron pin recovered; thence proceeding N 38° 39' 11" E a distance of 89.02 feet to a drill hole set; thence proceeding N 31° 34' 07" E a distance of 178.56 feet; thence proceeding N 39° 09' 04" E a distance of 76.24 feet; thence proceeding N 34° 54' 11" E a distance of 63.53 feet; thence proceeding N 38° 45' 32" E a distance of 18.31 feet to a drill hole recovered; thence proceeding N 30° 28' 56" E a distance of 92.88 feet to a drill hole recovered; thence proceeding N 32° 42' 06" E a distance of 27.62 feet to a point; thence proceeding N 32° 42' 06" E a distance of 27.62 feet to a point; thence running N 58° 53' 45" W a distance of 3.07 feet; thence proceeding N 30° 52' 27" E a distance of 139.11 feet; thence proceeding N 31° 00' 10" E a distance of 65.19 feet to a drill hole recovered; thence running N 59° 58' 18" E a distance of 59.23 feet; thence running N 64° 48' 04" E a distance of 92.73 feet; thence running N 46° 05' 39" E a distance of 14.53 feet; thence proceeding N 27° 35' 58" E a distance of 27.54 feet; thence N 36° 37' 32" E a distance

thence proceeding N 61° 06' 32" E a distance of 63.18 feet; thence proceeding N 72° 51' 18" E a distance of 42.21 feet; distance of 67.06 feet; thence proceeding N 74° 03' 05" E a distance of 36.25 feet; thence proceeding N 69° 45' 15" E a distance of 45.76 feet; thence proceeding N 87° 17' 00" E a distance of 32.50 feet; thence proceeding N 79° 25' 07" E along land now or formerly of Conn. Trails Council of Girl Scouts, Inc. a distance of 235.76 feet to a drill hole recovered; thence proceeding N 77° 22' 42" E a distance of 89.40 feet to a drill hole recovered; thence proceeding N 23° 21' 37" E a distance of 154.85 feet to a drill hole recovered; thence proceeding N 25° 01' 31" E a distance of 121.07 feet to a drill hole recovered; thence proceeding N 23° 43' 19" E a distance of 495.31 feet to a drill hole recovered; thence proceeding N 25° 44' 32" E a distance of 97.86 feet to a drill hole recovered; thence proceeding N 25° 53' 12" E a distance of 321.35 feet to the point and place of beginning.

Said premises contains 87.81 acres.

Recorded July 30, 20 01
1:27 ^{AM} ~~PM~~ Ethel B Williams
East Lyme Town Clerk

EXHIBIT C

WHEREAS, NIAN TIC REAL ESTATE, LLC, is the Developer for Subdivision entitled "NOTTINGHAM HILLS SUBDIVISION NIAN TIC REAL ESTATE, LLC BOUNDARY PLAN UPPER PATTAGANSETT ROAD EAST LYME CT DATE 5/4/01 REVISED THROUGH 11/30/01 ANCHOR ENGINEERING SERVICES, INC. SCALE 1" = 100' SHEET NO. L1"; and

WHEREAS, Lot 6 is shown thereon, is comprised of a large tract of land subject to future development; and

WHEREAS, it is not anticipated that such development will consist of a subdivision of land; and

WHEREAS, the Developer has requested and received a Modification of said approval to eliminate the requirement of sidewalks; and

WHEREAS, in conjunction with said approval, Open Space was to be provided on Lot 6 in the approximate amount of thirty (30) acres; and

WHEREAS, the Developer and the Town would desire to provide a mechanism for the future placement of sidewalks, should the Commission or Town require sidewalks to be placed in any such future development on the land identified as Lot 7 and further, to provide for a future area of Open Space of approximately thirty (30) acres as identified in Note 6 of the above-referenced plan.

NOW THEREFORE, the Developer covenants and agrees as follows:

1. Should any land use Commission of the Town of East Lyme require sidewalks to be placed in the confines of any such development on Lot 6, the Developer agrees that such future requirement of sidewalks may include the requirement that sidewalks be constructed by the

Developer within Phase I of NOTTINGHAM HILLS so as to make a continuous sidewalk path to Upper Pattagansett Road, it being intended that said sidewalk may be in lieu of a trail system providing pedestrian access to Upper Pattagansett Road.

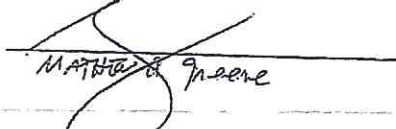
2. Any future development of Lot 6, as shown on said plan, shall include Open Space in an amount not less than thirty (30) acres, provided however, that upon Application to and approval by the Planning Commission for the Town of East Lyme, said Open Space may be substituted by dedication of appropriate land in an alternate location.

3. This covenant shall be deemed to be a real covenant which shall run with the land and shall bind NIAN TIC REAL ESTATE, LLC, and/or any future owners of the property and enforced by the East Lyme Planning Commission.

Dated at Niantic this 19th day of December, 2003.

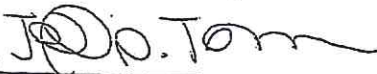


Theodora A. Harris



Matthew A. Greene

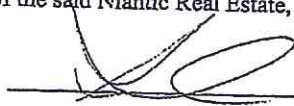
NIANTIC REAL ESTATE, LLC

By: 

Jeffrey A. Torrance

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

Personally appeared, Jeffrey A. Torrance, Member of Niantic Real Estate, 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 Niantic Real Estate, LLC, before me.



Commissioner of the Superior Court

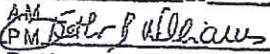
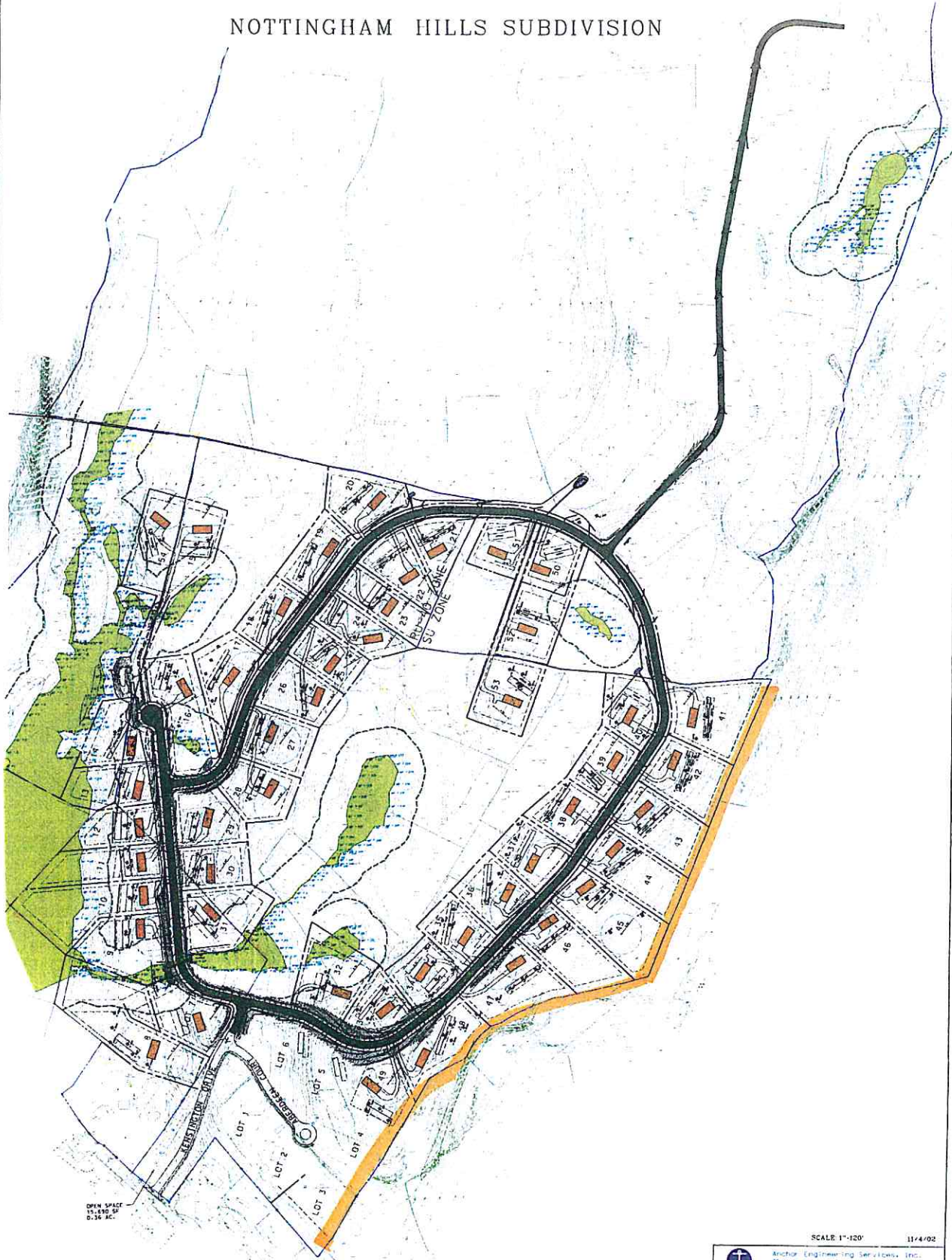
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East Lyme Town Clerk

EXHIBIT D

NOTTINGHAM HILLS SUBDIVISION

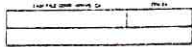


OPEN SPACE
15,490 SQ.
FT.
0.36 AC.

SCALE 1"=120' 11/4/02

 Anchor Engineering Services, Inc.
75 Wilbur Lane, Clarksburg, CT 06031
TEL: (403) 633-8770 FAX: (403) 633-5971

EXHIBIT E



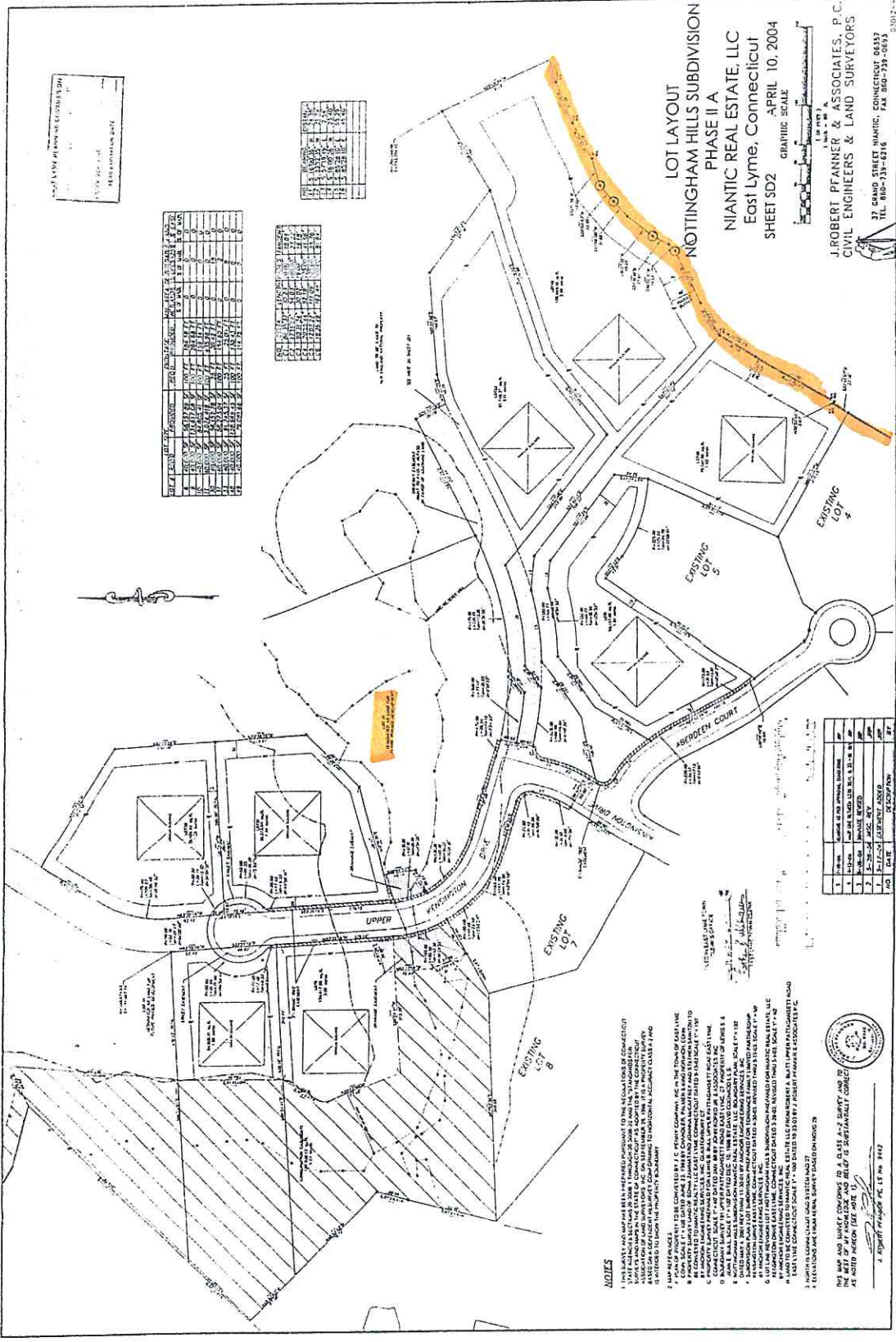
LOT LAYOUT
NOTTINGHAM HILLS SUBDIVISION
PHASE II A
NIANTIC REAL ESTATE, LLC
East Lyme, Connecticut
SHEET SD2 APRIL 10, 2004
GRAPHIC SCALE

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL. 860-733-0216 FAX 860-733-0853 2002-2

TABLE WITH 2 COLUMNS: 'EXISTING LOT' and 'PROPOSED LOT'. It lists lot numbers and their corresponding areas.

TABLE WITH 4 COLUMNS: 'EXISTING LOT', 'PROPOSED LOT', 'AREA (SQ. FT.)', and 'PERCENTAGE OF TOTAL AREA'. It provides detailed area and percentage data for various lots.

TABLE WITH 2 COLUMNS: 'EXISTING LOT' and 'PROPOSED LOT'. It lists lot numbers and their corresponding areas.

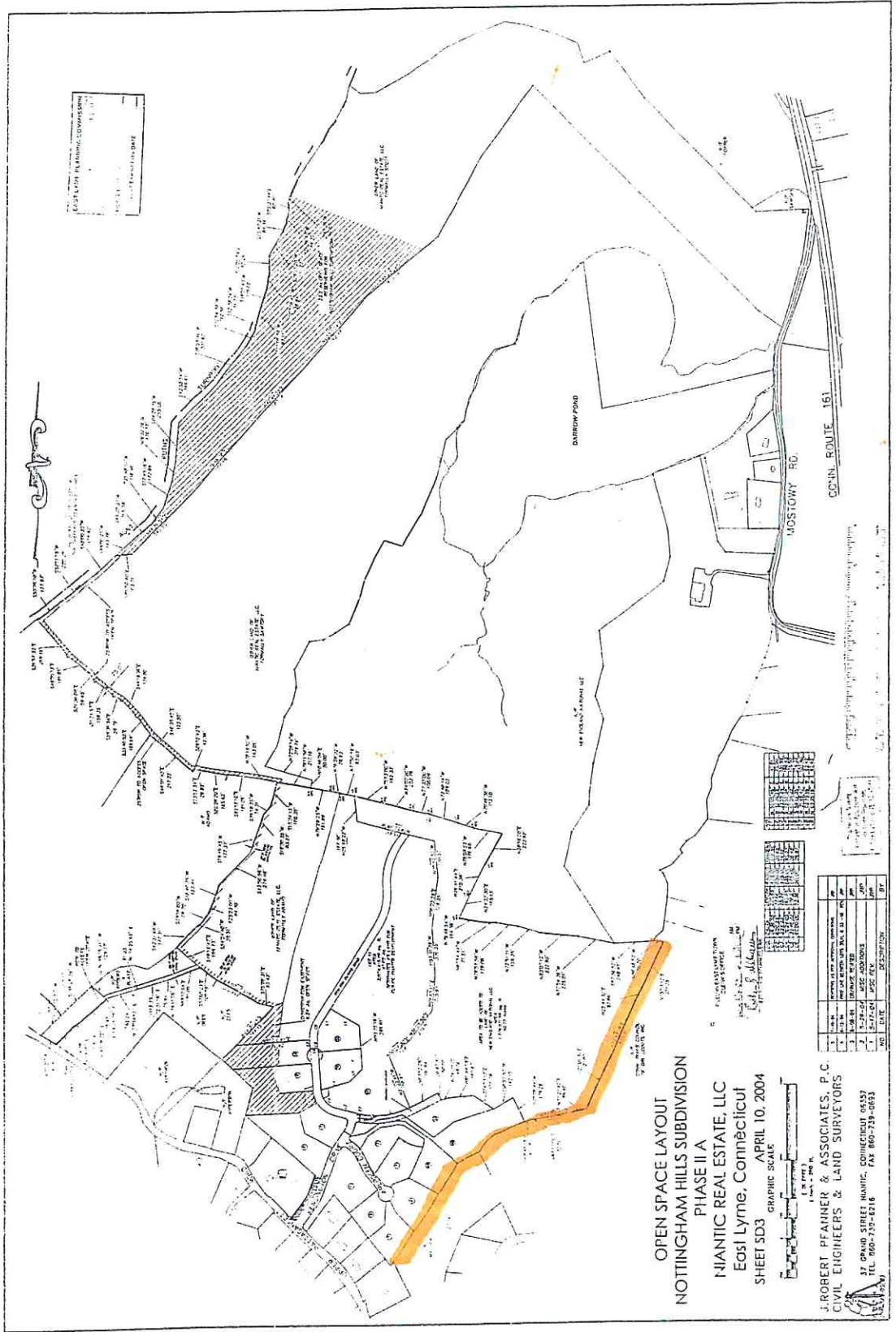
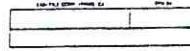


- NOTES
1. THIS MAP AND SURVEY DRAWINGS ARE A CLASS A-2 SURVEY AND TO BE USED FOR THE PURPOSES OF A SUBSTANTIAL CORRECTION AT NOTICED HEARING UNDER THE ACT OF 1975.
2. THE SURVEY WAS CONDUCTED ON NOVEMBER 10, 2003.
3. THE SURVEY WAS CONDUCTED ON NOVEMBER 10, 2003.
4. THE SURVEY WAS CONDUCTED ON NOVEMBER 10, 2003.

REVISIONS TABLE with columns: NO., DATE, DESCRIPTION. It lists several revisions to the drawing.



J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL. 860-733-0216 FAX 860-733-0853



NO.	DESCRIPTION	DATE
1	PRELIMINARY LAYOUT	11/11/03
2	REVISED LAYOUT	12/15/03
3	FINAL LAYOUT	04/10/04

OPEN SPACE LAYOUT
NOTTINGHAM HILLS SUBDIVISION
PHASE II A
NIANTIC REAL ESTATE, LLC
 East Lyme, Connecticut
SHEET SD3
 GRAPHIC SCALE
 APRIL 10, 2004

J. ROBERT PEARNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 ORLAND STREET HAVEN, CONNECTICUT 06457
 TEL. 860-232-8216 FAX 860-233-0853

NO.	DESCRIPTION	DATE
1	PRELIMINARY LAYOUT	11/11/03
2	REVISED LAYOUT	12/15/03
3	FINAL LAYOUT	04/10/04



CONN. ROUTE 161
 MOSTOWY RD.

DARTMOUTH POOL

CONN. ROUTE 161

MOSTOWY RD.

EXHIBIT F

WARRANTY DEED - STATUTORY FORM

1506

We, WALTER SCOTT and DOLORES SCOTT, both of 70 Mostowy Road, East Lyme, CT 06333, for the consideration of \$650,000.00, grant to NIANTIC REAL ESTATE, LIMITED LIABILITY COMPANY, of East Lyme, CT, with

WARRANTY COVENANTS,

Land and buildings located at 70 Mostowy Road East Lyme, Connecticut as is more particularly bounded and described in SCHEDULE A attached hereto.

Being the remaining portion of Parcel No. 1 in deeds to these grantors from William Sawicky dated May 31, 1995 and from Ellen Sawicky, dated May 26, 1995, and recorded in Vol. 391 pages 446 and 443, respectively, of the East Lyme Land records.

Signed this 18th day of April, 2005.

Witnessed by:

William J. Willetts, Jr.
Theodore A. Norman

Walter Scott
Dolores Scott

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

April 18, 2005

Personally appeared, Walter Scott and Dolores Scott, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed before me,

Grantee's Address
197 Upper Pattagansett Road
East Lyme, CT 06333

William J. Willetts, Jr.
Commissioner of Superior Court

\$4 467.00 (FFOS)

CONVEYANCE TAXES COLLECTED

CONVEYANCE TAXES COLLECTED

\$3250.00

Esth. B. Whilliams
TOWN CLERK OF EAST LYME

\$1625.00

That certain piece or parcel of land shown as Parcels I, H, D and L on a map or plan entitled "Plan Showing Original Split of Savitsky and Scott Land Mostoway Road East Lyme, Connecticut November 20, 2004 J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors Scale 1" = 200'," more particularly bounded and described as follows:

Beginning at the Southeasterly corner of the within described tract in the Northwesterly line of Mostoway Road; thence running the following courses and distances along land now or formerly of Niantic Real Estate LLC: North 55° 18' 22" West a distance of 168.61 feet to a point; North 55° 18' 22" West a distance of 35.58 feet to a point, North 44° 33' 54" West a distance of 28.64 feet to a point; North 44° 33' 54" West a distance of 305.81 feet to a point; thence running North 44° 35' 54" West a distance of 1,739.40 feet to a point; thence turning and running North 66° 27' 20" East a distance of 356.69 feet to a point; thence running North 67° 30' 10" East a distance of 180.50 feet to a point; thence turning and running South 36° 26' 18" East a distance of 380.33 feet to a point; thence running South 45° 11' 29" East a distance of 129.75 feet to a point; thence running South 43° 36' 46" East a distance of 141.67 feet to a point; thence running South 44° 27' 25" East a distance of 202.69 feet to a point; thence running South 44° 23' 17" East a distance of 527.96 feet to a point; thence running South 44° 30' 01" East a distance of 34.49 feet to a point; thence running North 89° 03' 01" East a distance of 350.53 feet to an iron pin and the Northwesterly line of Mostoway Road; thence turning and running the following courses and distances along Mostoway Road: South 05° 26' 48" West a distance of 168.70 feet to a point; South 07° 36' 30" West a distance of 150.95 feet to a point; Southerly following the arc of a curve having a radius of 200 feet a distance of 28.07 feet to a point; South 15° 39' 00" West a distance of 17.97 feet to a point; South 15° 39' 00" West a distance of 258.18 feet to a point; South 19° 28' 38" West a distance of 92.07 feet to a point; South 21° 35' 43" West a distance of 71.48 feet to the point and place of beginning.

Recorded Apr 20 2005
 1:42 AM
 PM Esth. B. Willhams
 East Lyme Town Clerk

Recorded July 13 2005
 10:00 AM
 PM Esth. B. Willhams
 East Lyme Town Clerk

EXHIBIT G

Form 64 Connecticut QUIT CLAIM DEED

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

Know Ye That TORRANCE FAMILY LIMITED PARTNERSHIP of East Lyme, Connecticut for the consideration of One (\$1.00) Dollar and other valuable consideration, received to its full satisfaction of NIAN TIC REAL ESTATE, LLC, of East Lyme, Connecticut, does remise, release and forever QUITCLAIM unto the said NIAN TIC REAL ESTATE, LLC, its successors and assigns forever, all the right, title interest, claim and demand whatsoever as it, the said Releasor has or ought to have in or to all those certain pieces or parcels of land as follows:

PARCEL I:

That certain piece or parcel of land as shown on a map or plan entitled "Lot Line Revision Lot 7 Nottingham Hills Subdivision Prepared for Niantic Real Estate LLC Date: March 28, 2003, Revised through June 12, 2003 Scale 1" = 40' Anchor Engineering Services Inc." and more particularly bounded and described as follows:

Beginning at the Southeasterly corner of the within described tract in the Westerly line of Kensington Drive; thence running North 60° 12' 46" West a distance of 204.28 feet along land now or formerly of Torrance Family Limited Partnership to a point; thence turning and running North 14° 33' 02" West along said land now or formerly of Torrance Family Limited Partnership a distance of 139.07 feet to a point; thence turning and running North 60° 07' 28" East along said Torrance land a distance of 130.06 feet to a point; thence turning and running Easterly and Northeasterly following the arc of a curve having a radius of 185 feet and a delta of 48-07-16 to a point; thence running South 73° 59' 24" East along said Torrance land a distance of 74.37 feet to a point; thence running Easterly, Southeasterly and Southerly following the arc of a curve bearing a radius of 20 feet and a delta of 90-00-00 to a point in the Westerly line of Kensington Drive; thence running the following courses and distances along the Westerly line of Kensington Drive: South 16° 00' 38" West a distance of 23.40 feet to a point; Southerly following the arc of a curve having a radius of 130 feet and a delta of 17-17-50 to a point; South 33° 12' 35" West a distance of 106.74 feet; Southwesterly following the arc of a curve having a radius of 425 feet and a delta of 3-22-52 to the point and place of beginning.

LAW OFFICES

STEVENS, HARRIS & GUERNSEY, P.C.

351 MAIN STREET • P. O. DRAWER 660 • NIAN TIC, CONNECTICUT 06357 • JURIS NUMBER 56685 • (860) 739-6906

Said premises are subject to a right to slope the easterly portion of said lot in accordance with a typical road cross section which right is 30 feet in width and parallel to Kensington Drive as more particularly identified on said plan.

PARCEL II: (Parcel #3)

That certain piece or parcel of land identified as "Land To Be Deeded to Niantic Real Estate, LLC (Nottingham Hills Phase II) on a Map or Plan entitled Subdivision Plan 2 Lot Subdivision Prepared for Torrance Family Limited Partnership 4/30/03 Revised through 5/23/03 Scale 1" = 50' Anchor Engineering Services, Inc." and more particularly bounded and described as follows:

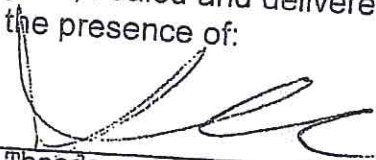
Beginning at the Southwesterly corner of the within described tract thence running North $14^{\circ} 43' 28''$ East along land now or formerly of Anderson a distance of 187.83 feet to a point; thence running North $45^{\circ} 43' 43''$ West along land now or formerly of Anderson a distance of 276.07 feet to a point; thence turning and running North $44^{\circ} 31' 25''$ East a distance of 477.25' along land now or formerly of Dees in part, and land now or formerly of New England National, LLC to a point; thence turning and running North $66^{\circ} 38' 12''$ East along land now or formerly of New England National LLC a distance of 69.09 feet to a point; thence turning and running the following courses and distances along land now or formerly of Niantic Real Estate LLC: South $41^{\circ} 58' 33''$ East a distance of 209.59 feet to a point; South $65^{\circ} 06' 03''$ East a distance of 13.89 feet to a point; South $40^{\circ} 00' 09''$ East a distance of 401.27 feet to a point; South $42^{\circ} 02' 50''$ East a distance of 191.08 feet to a monument; South $31^{\circ} 54' 22''$ West a distance of 184.46 feet to a point; South $34^{\circ} 50' 26''$ West a distance of 65.23 feet to a point; South $29^{\circ} 47' 47''$ West a distance of 23.30 feet to a point which point marks the Southeasterly corner of the within described tract; thence continuing and running Northerly following the arc of a curve having a radius of 130 feet and a delta of 11-07-43 bounded by Lot 7 as shown on said Plan to a point; thence running the following courses and distances along said Lot 7: North $16^{\circ} 00' 38''$ East a distance of 23.40 feet; Northerly and Northwesterly following the arc of a curve having a radius of 20' and a delta of 90-00-00; North $73^{\circ} 59' 24''$ West a distance of 74.37 feet to a point; Northwesterly following the arc of a curve having a radius of 185' and a delta of 48-07-16 to a point; South $60^{\circ} 07' 28''$ West a distance of 130.06 feet to a point; South $87^{\circ} 53' 38''$ West a distance of 349.09 feet to the point and place of beginning.

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

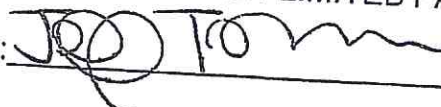
To Have and to Hold the premises, with all the appurtenances, unto the said Releasee, its successors and assigns forever, so that neither it, the Releasor nor its successors or assigns shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 14 day of Aug A. D. 2003

Signed, sealed and delivered in the presence of:


Theodore A. Harris
Marcia K. Horan

TORRANCE FAMILY LIMITED PARTNERSHIP

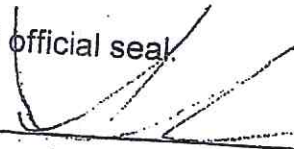
By:  L. S.
Duly authorized, its general Partner

Marcia K. Horan
STATE OF Conn

COUNTY OF New London ss: East Lyme

On this the 14 day of Aug, 2003 before me, the undersigned officer, personally appeared Jeffrey Torrance, General Partner who acknowledged him/herself to be the General Partner of TORRANCE FAMILY LIMITED PARTNERSHIP, and that he/she, as such General Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by him/herself as said General Partner.

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



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

Latest address of Grantee:
No. & Street _____
City: _____
State: Connecticut Zip Code: _____

EXHIBIT H

WARRANTY DEED-STATUTORY FORM

4280

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

KNOW YE THAT NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY of East Lyme, Connecticut for the sum of One (\$1.00) Dollar and other valuable consideration received to its full satisfaction of The TOWN OF EAST LYME, Connecticut does hereby give, grant, bargain, sell and confirm unto the said TOWN OF EAST LYME, with WARRANTY COVENANTS that certain piece or parcel of land shown as "23.2 Ac Open Space" on a map or plan entitled "Open Space Layout Nottingham Hill Subdivision Phase IIA Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD3 dated April 10, 2004, revised through July 10, 2004 J. Robert Pfanner & Associates Civil Engineers and Land Surveyors", and more particularly described in Schedule "A" attached hereto.

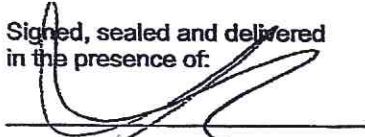
TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever, to them and their own proper use and behoof.

AND ALSO the said Grantor does for itself, its successors and assigns covenant with the said Grantee, its successors and assigns that at and until the en sealing of the premises it is well seized of the premises as a good, indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinabove mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind itself and its successors and assigns against all claims and demands whatsoever except as hereinbefore mentioned.


IN WITNESS WHEREOF the undersigned has hereunto set his/her hand and seal this 27th day of Sept, 2005.

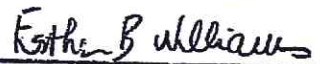
Signed, sealed and delivered in the presence of:


Theodore A. Harris

NIAN TIC REAL ESTATE, LLC

By:  L.S.
Jeffrey Torrance, its Managing Member
duly authorized


Cordelia R. Graves


NO CONVEYANCE TAXES COLLECTED

ESTHER BULLIAW
TOWN CLERK OF EAST LYME

STATE OF CONNECTICUT }
COUNTY OF NEW LONDON }

} ss. Niantic
}

Sept 27, 2005

Personally appeared Jeffrey Torrance, Managing Member 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 individually and as Managing Member of Niantic REAL ESTATE LIMITED LIABILITY COMPANY, before me.



Theodore A. Harris
Commissioner of the Superior Court

Latest Mailing Address of Grantee:

No. & Street _____
City _____
State _____ Zip Code _____

Approved as to form.



EAST LYME TOWN ATTORNEY

SCHEDULE A

A certain tract or parcel of land designated as "23.2 Ac OPEN SPACE RESERVED FOR NOTTINGHAM HILLS SUBDIVISION" on a map or plan entitled "OPEN SPACE LAYOUT NOTTINGHAM HILLS SUBDIVISION PHASE II A NIANTIC REAL ESTATE, LLC EAST LYME, CONNECTICUT SHEET SD3 APRIL 10, 2004, REVISED THROUGH JULY 10 2004, SCALE 1" = 250 FT J ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS" recorded in the office of the Town Clerk of East Lyme and more particularly described as follows:

Beginning at a point in the southwesterly corner of the within described tract located along the centerline of Aunt Ruths Turnpike, thence running the following courses and distances along land now or formerly of Niantic Real Estate Limited Liability Company, formerly Savitsky: thence running N 85° 50' 40" E a distance of 103.71 feet to a point; thence running N 44° 39' 51" E a distance of 545.55 feet to a point; thence running N 39° 46' 38" E distance of 507.48 feet to a point; thence running N 42° 41' 25" E a distance of 580.14 feet to a point; thence running N 40° 53' 04" E a distance of 592.44 feet to a point; thence running N 49° 23' 29" E a distance of 475.94 feet to a point; thence turning and running N 67° 12' 48" W along other land of Niantic Real Estate Limited Liability Company (formerly of Scott) a distance of 930.56 feet to Aunt Ruths Turnpike; thence running the following courses and distances along Aunt Ruths Turnpike: S 05° 37' 44" E a distance of 60.80 feet to a point; S 25° 40' 31" W a distance of 84.34 feet to a point; S 02° 25' 54" E a distance of 92.26 feet to a point; S 18° 21' 43" W a distance of 119.66 feet to a point; S 12° 38' 24" W a distance of 71.73 feet to a point; S 30° 14' 39" W a distance of 112.56 feet to a point; S 36° 29' 46" W a distance of 301.62 feet to a point; S 43° 55' 54" W a distance of 346.61 feet to a point; S 04° 28' 05" W a distance of 255.08 feet to a point; S 09° 32' 28" W a distance of 136.77 to a point; S 17° 49' 16" W a distance of 172.89 feet to a point; S 35° 48' 57" W a distance of 116.46 feet to a point; S 49° 30' 33" W a distance of 166.58 feet to a point; S 48° 00' 25" W a distance of 143.78 feet to the point and place of beginning.

Said parcel is conveyed together with such interest as the Grantor may have to that land lying between the westerly boundary herein described, and the centerline of Aunt Ruth's Turnpike.

Said parcel is conveyed to the Grantee to be used as public open space.

Recorded Sept 29 2001
 11/16 AM
 PM Esther B. Williams
 East Lyme Town Clerk

EXHIBIT I

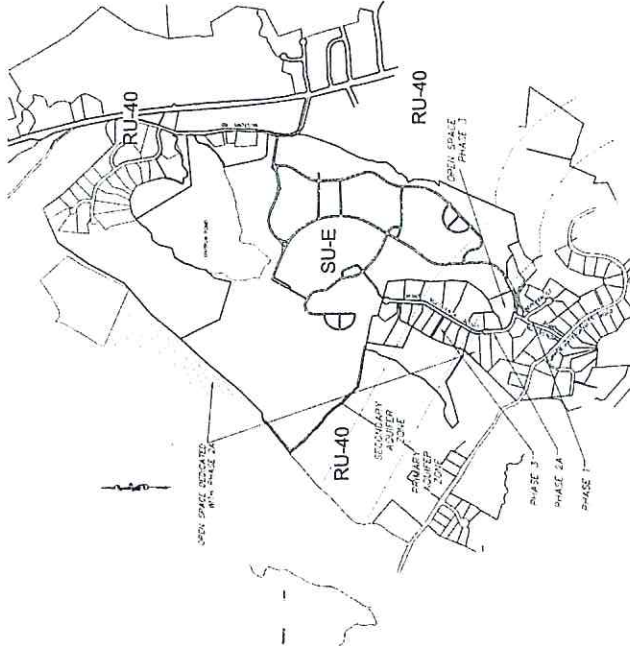
NOTTINGHAM HILLS SUBDIVISION

PHASE 3

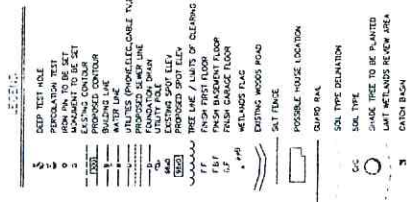
EAST LYME, CONNECTICUT

PAGE NO.	DESCRIPTION
SD1	COVER SHEET
SD2	BOUNDARY LOT LAYOUT
SD3	BOUNDARY LOT LAYOUT AND OFFERSPACE
SD4	GRADING AND EES PLAN LOTS 11, 12, 13, 14, & 26
SD5	GRADING AND EES PLAN LOTS 15, 16, 17, 25, 26 & 27
SD6	GRADING AND EES PLAN LOTS 18, 19, 20, 21, 22, & 24
SD7	GRADING AND EES PLAN LOTS 23, 28, 29, 30, 31, 32, & 34
SD8	PLAN & PROFILE UPPER KENSINGTON DRIVE 105-00 TO 115-00
SD9	PLAN & PROFILE UPPER KENSINGTON DRIVE 115-00 TO 131-75
SD10	CROSS SECTIONS UPPER KENSINGTON DRIVE 105-00 TO 115-00
SD11	CROSS SECTIONS UPPER KENSINGTON DRIVE 115-00 TO 131-75
SD12	WALL DETAILS
SD13	CONSTRUCTION-DETAILS
SD14	SOIL TEST DATA

FILED
ENCL. DET.



SITE LOCATION MAP
SCALE 1" = 800'



SURVEY NOTES

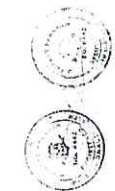
- THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF THE REGISTRY OF DEEDS AND RECORDS, STATE OF CONNECTICUT, AND THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AND MAPPING, AS SET FORTH IN THE REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF CONNECTICUT.
- THE PROPERTY TO BE CONVEYED BY J.C. PERRY COMPANY, INC. IN THE TOWN OF EAST LYME, CONNECTICUT, IS SHOWN ON THE MAPS AND PLANS PREPARED BY THE SURVEYOR AND IS SHOWN AS BEING THE PROPERTY OF J.C. PERRY COMPANY, INC. AS SHOWN ON THE MAPS AND PLANS PREPARED BY THE SURVEYOR.
- THE PROPERTY TO BE CONVEYED BY J.C. PERRY COMPANY, INC. IN THE TOWN OF EAST LYME, CONNECTICUT, IS SHOWN ON THE MAPS AND PLANS PREPARED BY THE SURVEYOR AND IS SHOWN AS BEING THE PROPERTY OF J.C. PERRY COMPANY, INC. AS SHOWN ON THE MAPS AND PLANS PREPARED BY THE SURVEYOR.
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NOTES

- THIS SHEET AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF THE REGISTRY OF DEEDS AND RECORDS, STATE OF CONNECTICUT, AND THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AND MAPPING, AS SET FORTH IN THE REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF CONNECTICUT.
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FILED IN EAST LYME
JUL 23, 2003 AT 11:00 AM
EAST LYME TOWN CLERK



ZONING COMPLIANCE CHART

MINIMUM LOT SIZE	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM BUILDING COVERAGE	MINIMUM BUILDING HEIGHT
10,000 S.F.	25 FT.	5 FT.	5 FT.	35%	35 FT.
15,000 S.F.	30 FT.	5 FT.	5 FT.	35%	35 FT.
20,000 S.F.	35 FT.	5 FT.	5 FT.	35%	35 FT.
25,000 S.F.	40 FT.	5 FT.	5 FT.	35%	35 FT.
30,000 S.F.	45 FT.	5 FT.	5 FT.	35%	35 FT.

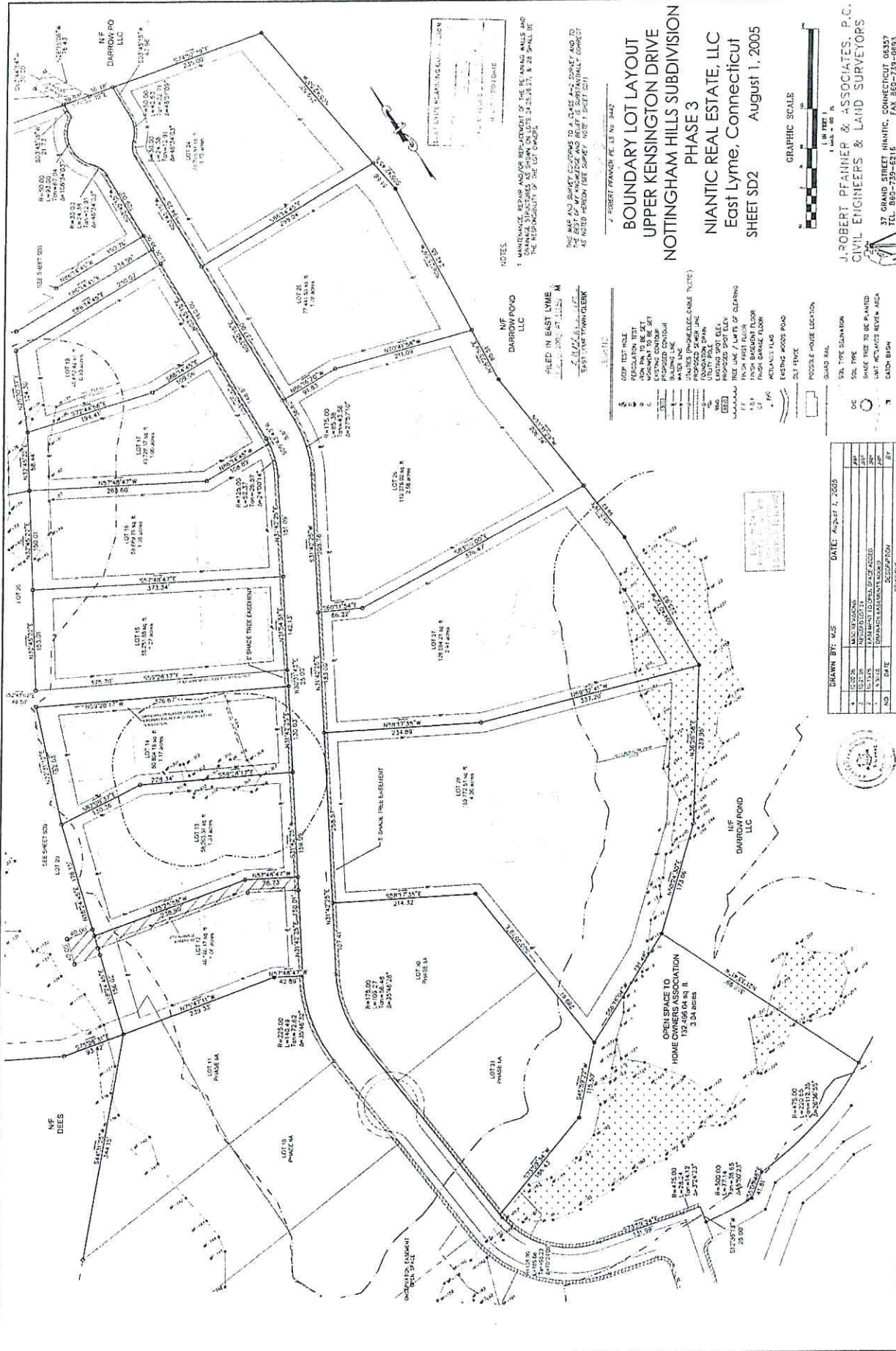
NO.	DATE	REVISIONS
1	08/01/05	DATE August 1, 2005
2	08/01/05	DATE August 1, 2005
3	08/01/05	DATE August 1, 2005
4	08/01/05	DATE August 1, 2005
5	08/01/05	DATE August 1, 2005
6	08/01/05	DATE August 1, 2005
7	08/01/05	DATE August 1, 2005
8	08/01/05	DATE August 1, 2005
9	08/01/05	DATE August 1, 2005
10	08/01/05	DATE August 1, 2005
11	08/01/05	DATE August 1, 2005
12	08/01/05	DATE August 1, 2005
13	08/01/05	DATE August 1, 2005
14	08/01/05	DATE August 1, 2005
15	08/01/05	DATE August 1, 2005
16	08/01/05	DATE August 1, 2005
17	08/01/05	DATE August 1, 2005
18	08/01/05	DATE August 1, 2005
19	08/01/05	DATE August 1, 2005
20	08/01/05	DATE August 1, 2005
21	08/01/05	DATE August 1, 2005
22	08/01/05	DATE August 1, 2005
23	08/01/05	DATE August 1, 2005

Explain and Submit to the Planning Commission
by vote of the East Lyme Planning Commission on
Date: _____
Chairman of Planning Commission
Secretary of Planning Commission

NOTTINGHAM HILLS SUBDIVISION
PHASE 3
NIANTIC REAL ESTATE, LLC
East Lyme, Connecticut
SHEET SD1 AUGUST 1, 2005

ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET NIANTIC, CONNECTICUT 06345
TEL. 860-739-6216 FAX 860-739-0893

DR6 # 282



BOUNDARY LOT LAYOUT
UPPER KENSINGTON DRIVE
NOTTINGHAM HILLS SUBDIVISION
PHASE 3
NIANTIC REAL ESTATE, LLC
 East Lyme, Connecticut
 SHEET SD2 August 1, 2005



J. ROBERT PFANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET SUITE 101
 EAST LYMES, CONNECTICUT 06037
 TEL. 860-739-8211 FAX 860-739-8212

NOTES:
 1. MAINTAINANCE RECORDS AND RECORDS OF THE NIANTIC HILLS AND PHASE 3 PROJECTS AS SHOWN ON LOTS 24, 25, 27, & 28 SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
 2. THE MAP AND SURVEY INFORMATION IS TO BE USED AS A GENERAL GUIDE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT A PROFESSIONAL ENGINEER AND I AM NOTED HEREON FOR THE PURPOSES OF THE SURVEY. NOTE: SHEET SD2/1.

- LEGEND:**
- 1. OPEN TEST HOLE
 - 2. RECONSTRUCTION
 - 3. EXISTING CONDUIT
 - 4. PROPOSED CONDUIT
 - 5. EXISTING WATER LINE
 - 6. PROPOSED WATER LINE
 - 7. EXISTING POWER/PHONE/CABLE (P/C)
 - 8. PROPOSED P/C
 - 9. EXISTING SPOT ELEVATION
 - 10. PROPOSED SPOT ELEVATION
 - 11. TREE LINE 7' LIMITS OF CLEARING
 - 12. FINISH BARRIAGE FLOOR
 - 13. FINISH DAMAGE FLOOR
 - 14. METAL FLAG
 - 15. EXISTING ACCESS ROAD
 - 16. CUL-DE-SAC
 - 17. POSSIBLE HOUSE LOCATION
 - 18. GUARD RAIL
 - 19. 5/8" TYPE SIGNATION
 - 20. 5/8" TYPE SIGN
 - 21. SHADE TREE TO BE PLANTED
 - 22. SHADY TREE EXISTING
 - 23. CATCH BASIN

NO.	DATE	DESCRIPTION	BY
1	8/1/05	PRELIMINARY	JRP
2	8/1/05	FINAL	JRP
3	8/1/05	REVISIONS	JRP
4	8/1/05	REVISIONS	JRP
5	8/1/05	REVISIONS	JRP
6	8/1/05	REVISIONS	JRP
7	8/1/05	REVISIONS	JRP
8	8/1/05	REVISIONS	JRP
9	8/1/05	REVISIONS	JRP
10	8/1/05	REVISIONS	JRP



DRAWN BY: MJS DATE: August 1, 2005

DATE: August 1, 2005

DATE: August 1, 2005

DATE: August 1, 2005

DATE: August 1, 2005

DATE: August 1, 2005

EXHIBIT J

WARRANTY DEED

7612

KNOW YE, That I, ROBERT A. BLATT, of 1890 Palmer Avenue, in the Town of Larchmont, State of New York

for consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations

does give, grant, bargain, sell and confirm unto the said NIAN TIC REAL ESTATE, LLC, a Limited Liability Company organized and existing under the laws of the State of Connecticut

See Schedule A attached hereto and made a part hereof.

\$1000.00 \$500.00
CONVEYANCE TAXES COLLECTED

Ethel B. Williams

TOWN CLERK OF EAST LYME

Said premises are conveyed subject to the following:


1. Any and all provisions of any ordinance, municipal regulation or public or private law;
2. Taxes to the Town of East Lyme on the Grand List of October 1, 2002, which the Grantee herein assumes and agrees to pay as part consideration for this deed.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, its successors and assigns forever, to it and its own proper use and behoof. And also, I the said grantor does for himself, his heirs, executors and administrators, covenant with the said grantee its successors and assigns, that at and until the ensembling of these presents, I am well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**; and have good right to bargain and sell the same in a manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

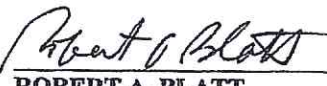
AND FURTHERMORE, I the said grantor does by these presents bind myself and my heirs forever to **WARRANT AND DEFEND** the above granted and bargained premises to him the said grantee, his successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I, **Robert A. Blatt**, have hereunto set my hand and seal this 3rd day of November, in the year of our Lord Two Thousand Three.

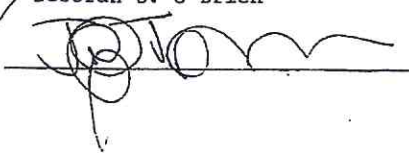
Signed, Sealed and Delivered
in the presence of us:



Deborah S. O'Brien



ROBERT A. BLATT (L.S.)



STATE OF CONNECTICUT)
) ss. Wethersfield
COUNTY OF HARTFORD)

On this the 3rd day of November, 2003 before me, Deborah S. O'Brien the undersigned officer, personally appeared **ROBERT A. BLATT** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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


Deborah S. O'Brien

Commissioner of the Superior Court
Expires: 11/30/07

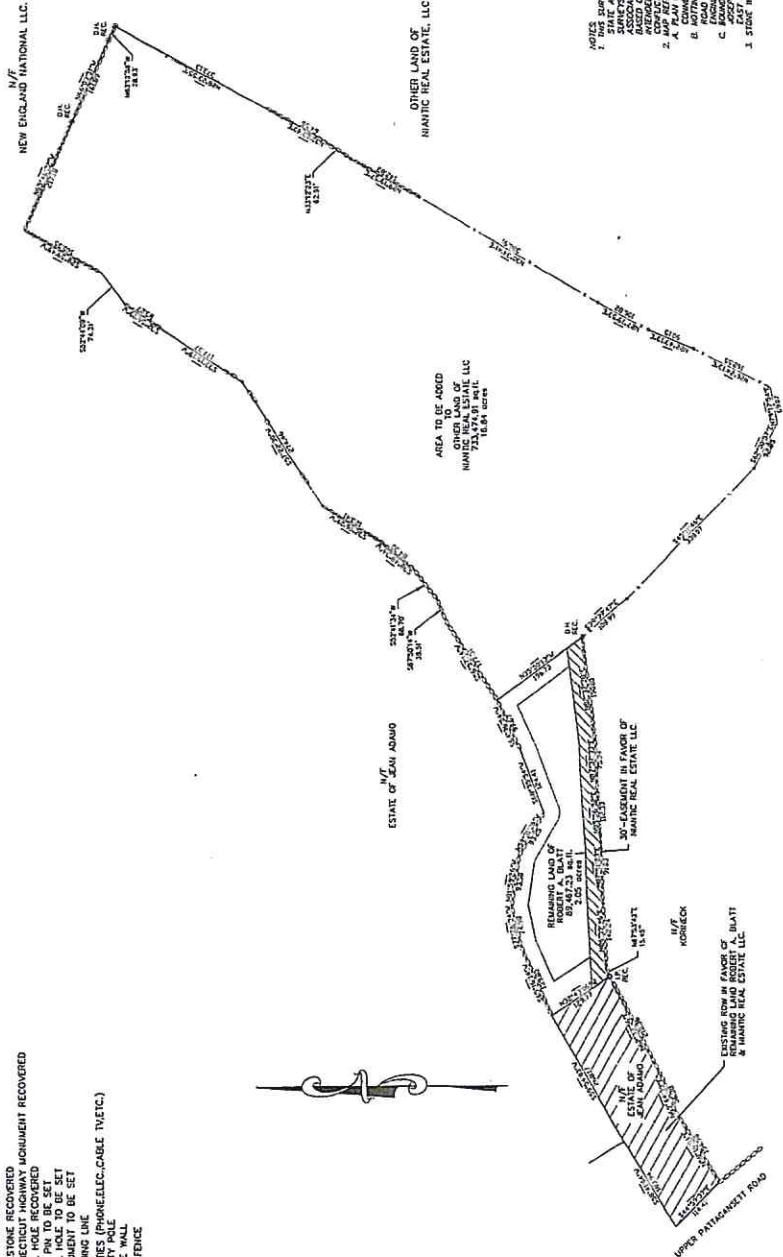
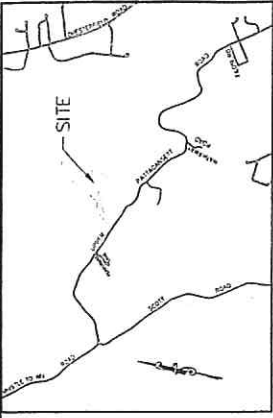
SCHEDULE A

A certain piece or parcel of land on the northeast side of Upper Pattagansett Road containing 16.84 acres shown as "Area To Be Added To Other Land of Niantic Real Estate LLC", on a map entitled "Land To Be Conveyed To Niantic Real Estate LLC From Robert A. Blatt Upper Pattagansett Road East Lyme Connecticut Sheet Number 1 of 1 J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors 37 Grand Street Niantic, Connecticut 06357 Tel. 860-739-6216 Fax 860-739-0693 Drawn By: JRP Date: 10-22-03"; thence commencing at a point which is Northeast of Upper Pattagansett Road on the Northwest corner of the parcel herein described and commencing N 35° 50' 13" W 196.73 to a point; thence commencing S 39° 39' 47" E, 108.99 feet; thence commencing S 45° 11' 46" E, 338.07 feet; thence commencing S 62° 00' 57" E, 92.85 feet; thence commencing N 79° 17' 54" E, 69.07 feet; thence commencing N 26° 24' 13" E, 162.55 feet; thence commencing N 22° 43' 13" E, 90.15 feet; thence commencing N 27° 19' 53" E, 106.82 feet; thence commencing N 30° 34' 41" E, 386.91 feet; thence commencing N 29° 19' 57" E, 142.83 feet; thence commencing N 33° 12' 23" E, 62.91 feet; thence commencing N 30° 03' 40" E, 64.56 feet; thence commencing N 28° 03' 55" E, 373.13 feet; thence commencing N 63° 12' 58" W, 28.93 feet; thence commencing N 66° 03' 51" W, 161.89 feet; thence commencing N 65° 46' 22" W, 217.18 feet; thence S 28° 59' 49" W, 160.35 feet; thence commencing S 52° 44' 09" W, 74.31 feet; thence commencing S 32° 56' 09" W, 74.31 feet; thence commencing S 33° 15' 19" W, 177.37 feet; thence commencing S 57° 22' 30" W, 274.46 feet; thence commencing S 32° 06' 09" W, 123.41 feet; thence commencing S 38° 48' 34" W, 84.30 feet; thence commencing S 52° 41' 34" W, 68.70 feet; thence commencing S 67° 50' 14" W, 38.51 feet; thence commencing S 56° 57' 14" W, 177.31 feet to the point or place of beginning.

Meaning and intending to convey said parcel together with rights of way for ingress and egress as exist to and from Upper Pattagansett Road along land now or formerly of the Estate of Jean Adamo, shown on said map recorded herewith, identified as "Existing ROW in favor of remaining land Robert A. Blatt and Niantic Real Estate LLC."

Further intending to convey such rights as shown on said map together with this conveyance in a thirty (30') foot easement for ingress and egress to and from Upper Pattagansett Road in favor of Niantic Real Estate LLC shown on said map which easement area runs between the remaining land of Robert A. Blatt, 2.05 acres as shown on said map and the land now or formerly of Korineck as shown on said map.

Recorded: Nov 17 2003
 2:29 PM Ethan B. Williams
 East Lyme Town Clerk



LEGEND

- ○ ○ ○ ○ IRON PIN RECOVERED
- □ □ □ CONCRETE RECOVERED
- — — — CONNECTICUT HIGHWAY MONUMENT RECOVERED
- ○ ○ ○ ○ DRILL HOLE RECOVERED
- ○ ○ ○ ○ IRON PIN TO BE SET
- ○ ○ ○ ○ MONUMENT TO BE SET
- — — — BUILDING LINE
- — — — UTILITIES (PHONE, ELEC., CABLE, TV, ETC.)
- ○ ○ ○ ○ UTILITY POLE
- ○ ○ ○ ○ MIRE FENCE

THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE ARCHIVES SECTIONS 20-200a-1 THROUGH 20-200a-20 AND THE STANDARDS FOR AN ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 28, 1998. IT IS A PROPERTY SURVEY AND NOT A CADASTRAL SURVEY. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES. THIS SURVEY IS BEING FILED TO SHOW THE PROPERTY BOUNDARIES, EASEMENTS, ENCUMBRANCES AND UNRECORDED EASEMENTS WITH RECORD DEED RECEIPTS AND MAPS.

2. A PLAN OF A PORTION OF THE ESTATE OF JOHN ADAMO UPPER PATTAGANSETT ROAD EAST LINE ROAD EAST LINE, CT. SCALE 1" = 100' DATED 3-11-07 REV. REV. 11-30-07 BY ANTHONY J. ROBERT.

3. BOUNDARY SURVEY PROPERTY OF JOSEPH A. KORBECK, SR. ELIZABETH J. KORBECK AND JOHN ADAMO UPPER PATTAGANSETT ROAD EAST LINE, CT. SCALE 1" = 100' DATED APRIL 27, 1994 BY J. ROBERT PLANNED & ASSOC. P.C.

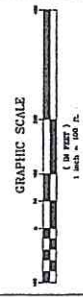
4. STATE BILLS 817 HAVE MADE MINOR AMENDMENTS TO THESE ORIGINAL COURSES SHOWN.

THIS MAP AND SURVEY CONTAINS TO A CLASS A-2 SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS SUBSTANTIALLY CORRECT AS NOTED HEREON BY THE SURVEYOR.

J. ROBERT PLANNED & ASSOC. P.C.

SHEET NUMBER	1
OF	1
03012-ADAMO	

LAND TO BE CONVEYED TO
NIANTIC REAL ESTATE LLC
FROM
ROBERT A. BLATT
UPPER PATTAGANSETT ROAD
EAST LYME, CONNECTICUT



J. ROBERT PLANNED & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL. 860-739-8210 FAX. 860-739-0833

DRAWN BY: JR	DATE: 10-25-03
NO.	DATE
REVISION	DESCRIPTION
BY	

MADE IN MASS. BY THE SURVEYOR. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES. THIS SURVEY IS BEING FILED TO SHOW THE PROPERTY BOUNDARIES, EASEMENTS, ENCUMBRANCES AND UNRECORDED EASEMENTS WITH RECORD DEED RECEIPTS AND MAPS.

EXHIBIT K

NOTTINGHAM HILLS SUBDIVISION

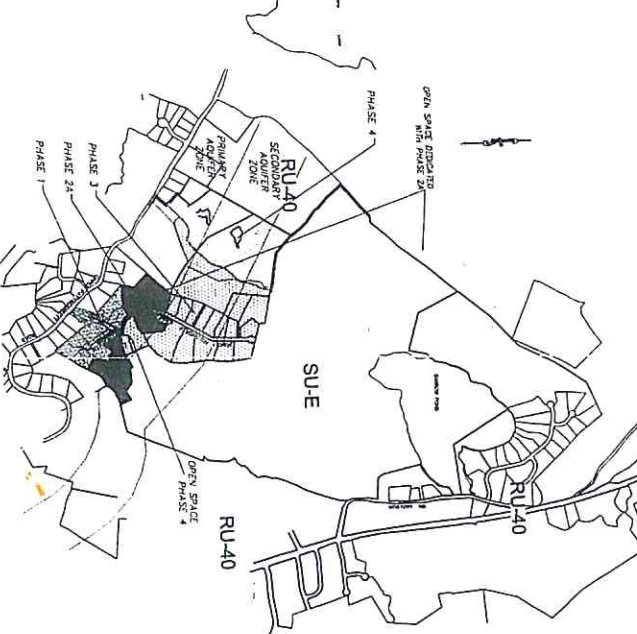
PHASE 4

EAST LYME, CONNECTICUT

PAGE	DESCRIPTION
NO.	COVER SHEET
SD1	LOT LAYOUT 20 A 32
SD2	LOT LAYOUT 29
SD3	GRADING AND E&S PLAN 20 A 32
SD4	GRADING AND E&S PLAN 29
SD5	

LEGEND

- 1. 1/2" = 1' (CONSTRUCTION)
- 2. 1/4" = 1' (PROPERTY)
- 3. 1/8" = 1' (EASMENT)
- 4. 1/16" = 1' (SETBACK)
- 5. 1/32" = 1' (FENCE)
- 6. 1/64" = 1' (WALKWAY)
- 7. 1/128" = 1' (ROAD)
- 8. 1/256" = 1' (SIDEWALK)
- 9. 1/512" = 1' (CURB)
- 10. 1/1024" = 1' (DRAINAGE)
- 11. 1/2048" = 1' (SLOPE)
- 12. 1/4096" = 1' (ELEVATION)
- 13. 1/8192" = 1' (AREA)
- 14. 1/16384" = 1' (PERCENTAGE)
- 15. 1/32768" = 1' (ANGLE)



SITE LOCATION MAP
SCALE 1" = 800'

EMERGENCY CONTACTS
Name: *[Handwritten]*
Address: *[Handwritten]*
Phone: *[Handwritten]*
PLANNING COMMISSION
Name: *[Handwritten]*
Address: *[Handwritten]*
Phone: *[Handwritten]*

ZONING COMPLIANCE CHART

Lot No.	Area	Provided	Required	Lot Area	Min. Area	Max. Area	Height
1	1.1	0.0	0.0	0.0	0.0	0.0	0.0
2	1.2	0.0	0.0	0.0	0.0	0.0	0.0
3	1.3	0.0	0.0	0.0	0.0	0.0	0.0
4	1.4	0.0	0.0	0.0	0.0	0.0	0.0
5	1.5	0.0	0.0	0.0	0.0	0.0	0.0
6	1.6	0.0	0.0	0.0	0.0	0.0	0.0
7	1.7	0.0	0.0	0.0	0.0	0.0	0.0
8	1.8	0.0	0.0	0.0	0.0	0.0	0.0
9	1.9	0.0	0.0	0.0	0.0	0.0	0.0
10	2.0	0.0	0.0	0.0	0.0	0.0	0.0

DATE: 10-20-10
DRAWN BY: JP

NO.	DATE	DESCRIPTION	BY
1	10/20/10	REVISED TO SHOW PROPERTY LINES	JP
2	10/20/10	REVISIONS AS PER TOWN SURVEYORS	JP
3	10/20/10	REVISIONS AS PER TOWN SURVEYORS	JP
4	10/20/10	REVISIONS AS PER TOWN SURVEYORS	JP
5	10/20/10	REVISIONS AS PER TOWN SURVEYORS	JP

PLANNING COMMISSION
Name: *[Handwritten]*
Address: *[Handwritten]*
Phone: *[Handwritten]*

- #### NOTES
1. THIS SHEET AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF THE CONNECTICUT STATE BOARD OF ZONING AND PLANNING AS ADOPTED BY THE BOARD OF ZONING AND PLANNING OF THE TOWN OF EAST LYME, CONNECTICUT.
 2. THE DESIGNATION OF THIS ZONE AND THE REQUIREMENTS THEREOF SHALL BE DETERMINED BY REFERENCE TO THE ZONING REGULATIONS OF THE TOWN OF EAST LYME, CONNECTICUT.
 3. THE APPLICANT HAS REPRESENTED THAT THE PROPOSED DEVELOPMENT IS COMPLYING WITH ALL REQUIREMENTS OF THE ZONING REGULATIONS OF THE TOWN OF EAST LYME, CONNECTICUT.
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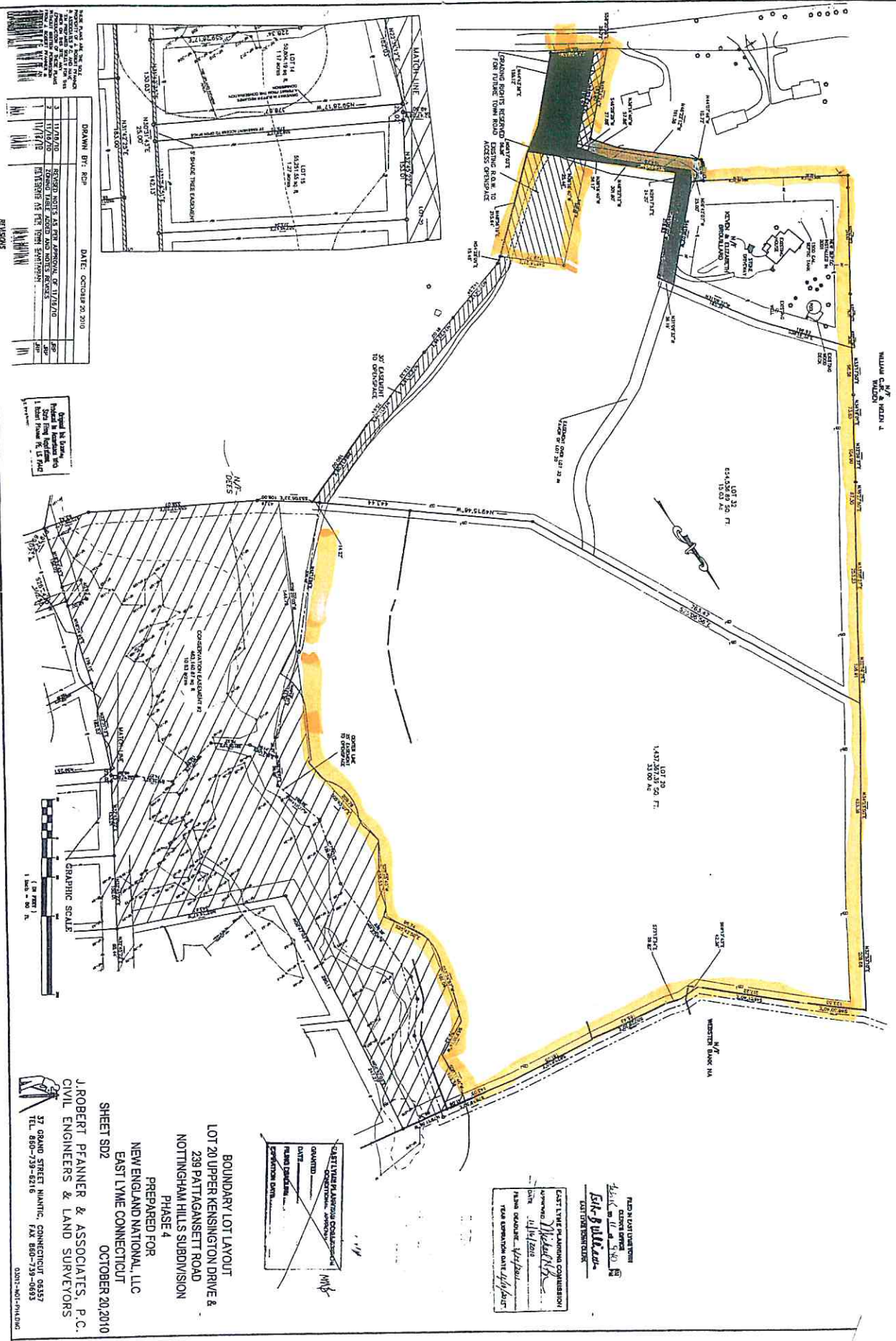
NOTTINGHAM HILLS RESUBDIVISION
PHASE 4
NEW ENGLAND NATIONAL, LLC
East Lyme, Connecticut
OCTOBER 20, 2010
SHEET SD1
J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
31 GRAND STREET SUITE 200
EAST LYME, CONNECTICUT 06332
TEL: 860-735-0210 FAX: 860-735-0211
2010-101-PH4

SURVEY NOTES

1. ALL SURVEYS WERE MADE BY J.C. ROBERT PFANNER, INC. IN THE TOWN OF EAST LYME, CONNECTICUT.
2. THE SURVEY WAS MADE ON OR ABOUT [Date] AND THE RESULTS ARE SET FORTH ON THIS SHEET.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING REGULATIONS OF THE TOWN OF EAST LYME, CONNECTICUT.
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19. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING REGULATIONS OF THE TOWN OF EAST LYME, CONNECTICUT.
20. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING REGULATIONS OF THE TOWN OF EAST LYME, CONNECTICUT.



NOTED: SEE SHEET SD1 FOR THE REMAINING LOTS IN THIS SUBDIVISION.



DATE: OCTOBER 20, 2010
DRAWN BY: RCP

NO.	DATE	REVISIONS
1	11/17/09	REVISED NOTES AS PER APPROVAL OF 11/17/09
2	11/17/09	REVISED THREE FOOT AND NOTES REVISIONS
3	11/17/09	REVISED AS PER TOWN SCHEMATIC

APPROVED BY: [Signature]
DATE: [Date]

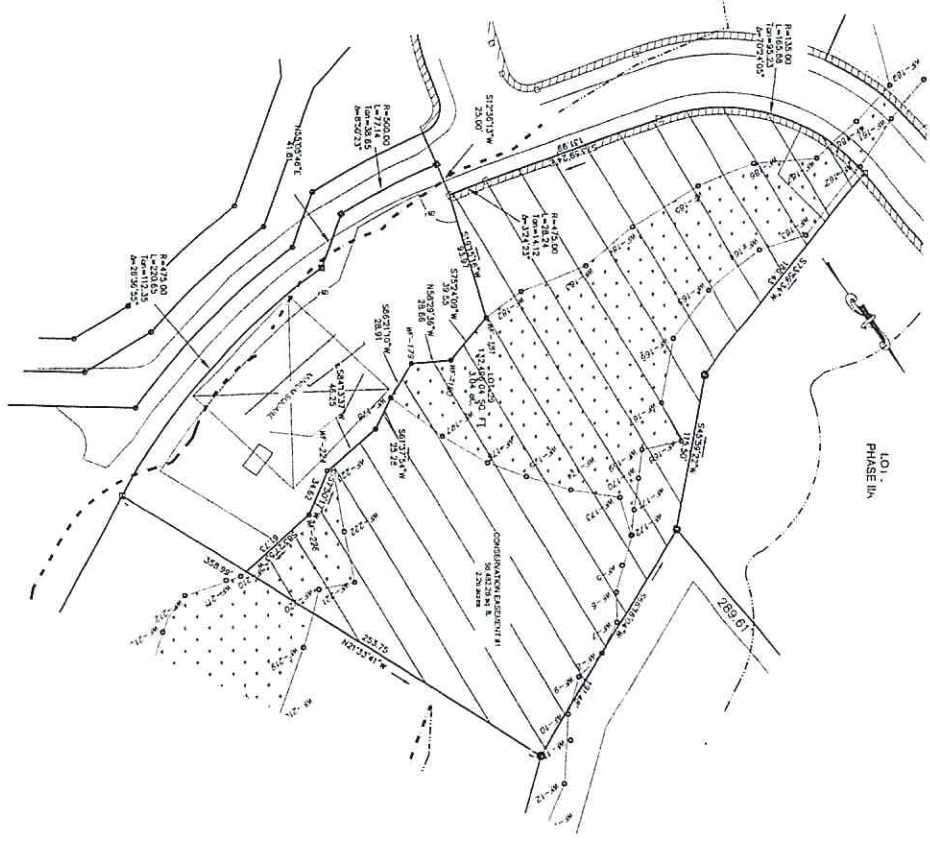
GRAPHIC SCALE
1 inch = 50 feet

SALE/LEASE PLANNING CONSULTANTS
CONSULTING ARCHITECTS
DATE: [Date]
PLANNING CONSULTANTS

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

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET, MANITIC, CONNECTICUT 06337
TEL: 860-739-9219 FAX: 860-739-9893
C007-NOT-COMPLAINT

FIELD BY: [Name]
CHECKED BY: [Name]
DATE: 11/16/10
FILED: [Name]
TOWN COMMISSION DATE: 11/16/10



David M. Spence
 Licensed Professional Engineer
 License No. 11111
 State of Connecticut

NO.	DATE	DESCRIPTION	BY
1	11/16/10	DESIGNED NOTES AS PER APPROVAL OF 11/16/10	DSB
2	11/17/10	ISSUED TABLE ABOVE AND THIS REVISION	DSB
3	11/17/10	REVISIONS AS PER APPROVAL OF 11/17/10	DSB
4	11/17/10	REVISIONS AS PER APPROVAL OF 11/17/10	DSB
5	11/17/10	REVISIONS AS PER APPROVAL OF 11/17/10	DSB

- TEST PIT 1A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM
 - 24 - 36" DARK GREY WET SILTY LOAM
 - 36 - 48" DARK GREY MEDIUM SILTY LOAM W/ NO LIEGE, WORTHING @ 3P
- TEST PIT 2A
 - 0 - 7" DARK BROWN TOPSOIL
 - 7 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ SILTY LOAM
 - 36 - 48" DARK GREY MEDIUM SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 3A
 - 0 - 7" DARK BROWN TOPSOIL
 - 7 - 12" MEDIUM BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ SILTY LOAM
 - 36 - 48" DARK GREY MEDIUM SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 4A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 5A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 6A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 7A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 8A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 9A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 10A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 11A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 12A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 13A
 - 0 - 6" DARK BROWN TOPSOIL
 - 6 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P
- TEST PIT 14A
 - 0 - 7" DARK BROWN TOPSOIL
 - 7 - 12" DARK BROWN FINE-MEDIUM SANDY LOAM
 - 12 - 24" MEDIUM BROWN FINE SILTY LOAM W/ PROCKETS MEDIUM SAND
 - 24 - 36" DARK GREY WET SILTY LOAM W/ NO LIEGE, WORTHING @ 2P

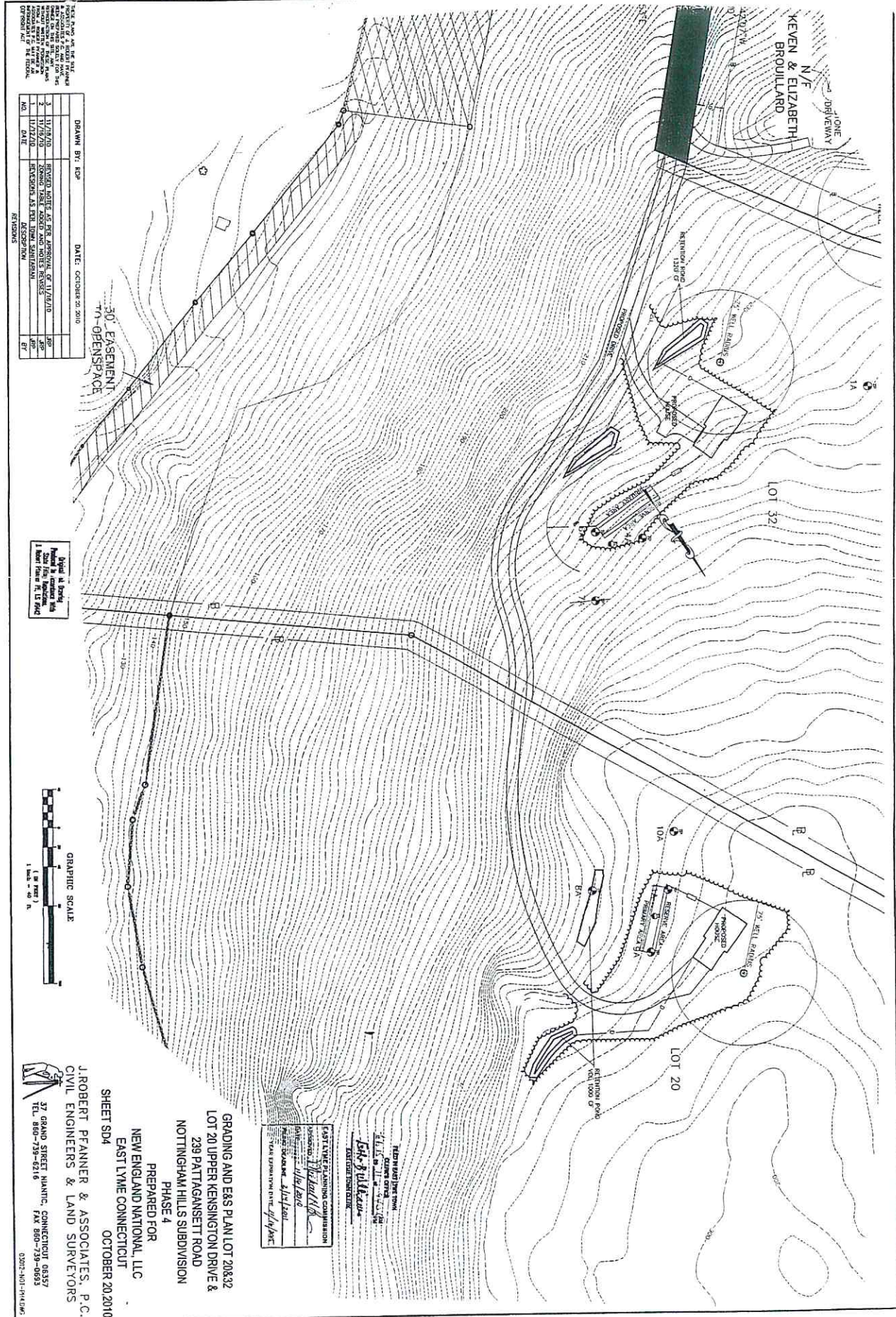
LOT #	AREA	AREA	AREA	AREA	AREA	AREA	AREA
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2	10.00	10.00	10.00	10.00	10.00	10.00	10.00
3	10.00	10.00	10.00	10.00	10.00	10.00	10.00
4	10.00	10.00	10.00	10.00	10.00	10.00	10.00
5	10.00	10.00	10.00	10.00	10.00	10.00	10.00
6	10.00	10.00	10.00	10.00	10.00	10.00	10.00
7	10.00	10.00	10.00	10.00	10.00	10.00	10.00
8	10.00	10.00	10.00	10.00	10.00	10.00	10.00
9	10.00	10.00	10.00	10.00	10.00	10.00	10.00
10	10.00	10.00	10.00	10.00	10.00	10.00	10.00
11	10.00	10.00	10.00	10.00	10.00	10.00	10.00
12	10.00	10.00	10.00	10.00	10.00	10.00	10.00
13	10.00	10.00	10.00	10.00	10.00	10.00	10.00
14	10.00	10.00	10.00	10.00	10.00	10.00	10.00
15	10.00	10.00	10.00	10.00	10.00	10.00	10.00
16	10.00	10.00	10.00	10.00	10.00	10.00	10.00
17	10.00	10.00	10.00	10.00	10.00	10.00	10.00
18	10.00	10.00	10.00	10.00	10.00	10.00	10.00
19	10.00	10.00	10.00	10.00	10.00	10.00	10.00
20	10.00	10.00	10.00	10.00	10.00	10.00	10.00
21	10.00	10.00	10.00	10.00	10.00	10.00	10.00
22	10.00	10.00	10.00	10.00	10.00	10.00	10.00
23	10.00	10.00	10.00	10.00	10.00	10.00	10.00
24	10.00	10.00	10.00	10.00	10.00	10.00	10.00
25	10.00	10.00	10.00	10.00	10.00	10.00	10.00
26	10.00	10.00	10.00	10.00	10.00	10.00	10.00
27	10.00	10.00	10.00	10.00	10.00	10.00	10.00
28	10.00	10.00	10.00	10.00	10.00	10.00	10.00
29	10.00	10.00	10.00	10.00	10.00	10.00	10.00
30	10.00	10.00	10.00	10.00	10.00	10.00	10.00
31	10.00	10.00	10.00	10.00	10.00	10.00	10.00
32	10.00	10.00	10.00	10.00	10.00	10.00	10.00

STATE OF CONNECTICUT
 DEPARTMENT OF CONSTRUCTION
 LICENSED PROFESSIONAL ENGINEER
 David M. Spence
 License No. 11111
 State of Connecticut
 VALID EXPIRES 03/31/2011

BOUNDARY LOT LAYOUT
 UPPER KENSINGTON DRIVE
 NOTTINGHAM HILLS SUBDIVISION
 PHASE 4
 NEW ENGLAND NATIONAL, LLC
 East Lyme, Connecticut
 SHEET SD3
 OCTOBER 20, 2010

GRAPHIC SCALE
 1" = 20' 0"

J. ROBERT PANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET HANNAH, CONNECTICUT 06337
 TEL. 860-739-6516 FAX 860-739-0693
 03072-H011-1H13

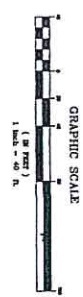


DATE: OCTOBER 20, 2010

NO.	DATE	DESCRIPTION	BY
1	11/17/09	REVISIONS AS PER COMMENTS	J.P.F.
2	11/17/09	REVISIONS AS PER COMMENTS	J.P.F.
3	11/17/09	REVISIONS AS PER COMMENTS	J.P.F.

REVISIONS

David A. Brown
 State File No. 10000000000000000000
 1 North River St. 15th Fl.
 New York, NY 10038



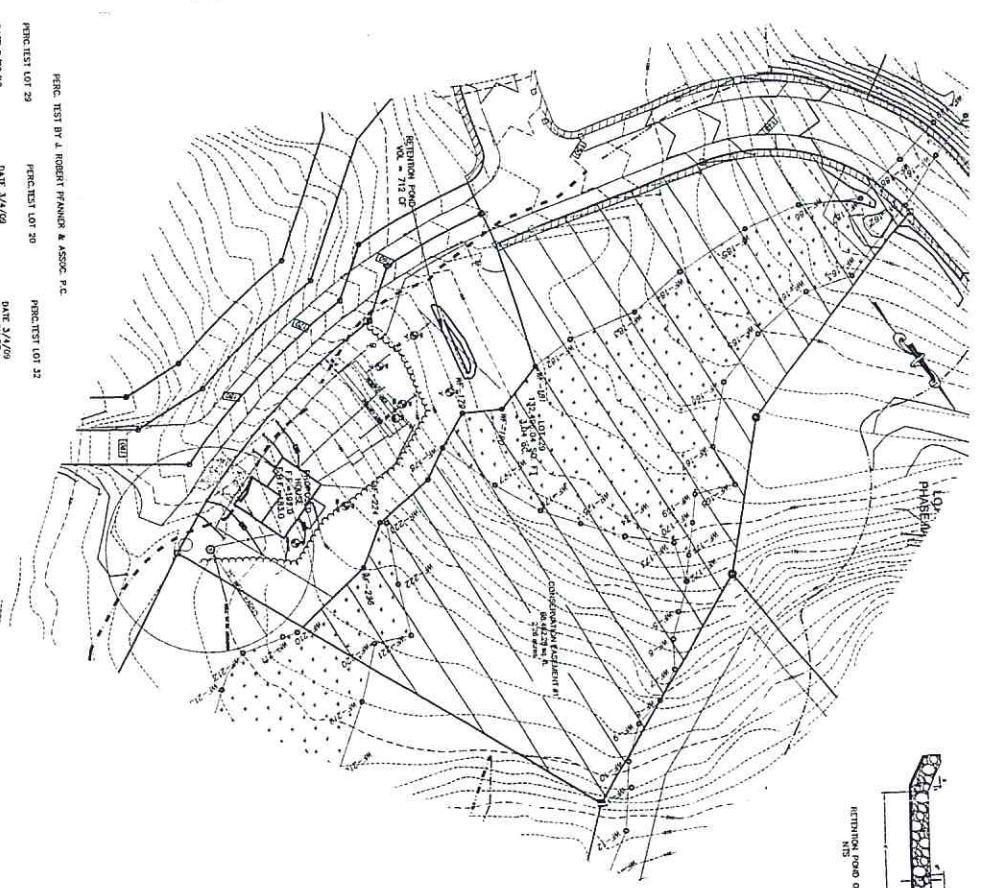
GRADING AND E&S PLAN LOT 20&32
 LOT 20 UPPER KENSINGTON DRIVE &
 299 PATTAGANSETT ROAD
 NOTTINGHAM HILLS SUBDIVISION
 PHASE 4
 PREPARED FOR
 NEW ENGLAND NATIONAL, LLC
 EAST LYME CONNECTICUT
 OCTOBER 20 2010

SHEET S04

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

REGISTERED PROFESSIONAL ENGINEER
 State of Connecticut
 License No. 11-042010
 Date: 11/17/09
 Michael A. Brown
 Project Engineer
 David A. Brown
 State File No. 10000000000000000000

10/20/10



PERC TEST BY J. ROBERT PFANNER & ASSOC. P.C.

DATE	TIME	PERC TEST LOT	DATE	TIME	PERC TEST LOT	DATE	TIME	PERC TEST LOT
8/29/09	11:00	20	3/1/09	11:00	20	3/1/09	11:00	20
8/29/09	11:00	20	3/1/09	11:00	20	3/1/09	11:00	20
8/29/09	11:00	20	3/1/09	11:00	20	3/1/09	11:00	20

40 MIN./4.025 IN.-48.6 MIN./IN. 20 MIN./2.0K.-48.6 MIN./IN.
40 MIN./4.0IN.-100.0 MIN./IN.

NO.	DATE	REVISIONS	BY
1	11/27/09	ISSUED FOR PERMITS	APP
2	11/27/09	REVISED NOTES AS PER DISCUSSION OF 11/16/09	APP
3	11/27/09	REVISED NOTES AS PER DISCUSSION OF 11/16/09	APP
4	11/27/09	REVISED NOTES AS PER DISCUSSION OF 11/16/09	APP

DATE: 10/20/2010
DRAWN BY: APP
CHECKED BY: APP
APPROVED BY: APP

- TEST PIT 1A
0 - 6" DARK BROWN TOPSOIL
6 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 34" GREY MEDIUM SILTY LOAM W/ SAND
34 - 54" GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 32"
- TEST PIT 2A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 3A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 4A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 5A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 6A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 7A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 8A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 9A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 10A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 11A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 12A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 13A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 14A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 15A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 16A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 17A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 18A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 19A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"
- TEST PIT 20A
0 - 7" DARK BROWN TOPSOIL
7 - 24" GRAY BROWN FINE-MEDIUM SANDY LOAM
24 - 42" GREY MEDIUM SILTY LOAM W/ SAND
42 - 54" DARK GREY MEDIUM SILTY LOAM
NO LENS. MOTTLED @ 21"

LAST TIME EXAMINING COMMISSION
APPROVED: [Signature]
DATE: 11/16/2009
FIELD ENGINEER: [Signature]
TEST EXPIRATION DATE: 11/16/2011

FIELD NOTES FROM
DATE: 11/16/2009
BY: [Signature]
CARTOGRAPHER: [Signature]

GRAPHIC SCALE
1" = 20'

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET HARTFORD, CT 06103
TEL: 860-739-5216

GRADING AND E&S PLAN LOT 29
UPPER KENSINGTON DRIVE
NOTTINGHAM HILLS SUBDIVISION
PHASE 4
NEW ENGLAND NATIONAL, LLC
East Lyme, Connecticut
SHEET SD5 OCTOBER 20, 2010

LOT	AREA	PERCENTAGE	DATE
20	6.4	100%	11/16/2009
21	6.4	100%	11/16/2009
22	6.4	100%	11/16/2009
23	6.4	100%	11/16/2009
24	6.4	100%	11/16/2009
25	6.4	100%	11/16/2009
26	6.4	100%	11/16/2009
27	6.4	100%	11/16/2009
28	6.4	100%	11/16/2009
29	6.4	100%	11/16/2009
30	6.4	100%	11/16/2009
31	6.4	100%	11/16/2009
32	6.4	100%	11/16/2009
33	6.4	100%	11/16/2009
34	6.4	100%	11/16/2009
35	6.4	100%	11/16/2009
36	6.4	100%	11/16/2009
37	6.4	100%	11/16/2009
38	6.4	100%	11/16/2009
39	6.4	100%	11/16/2009
40	6.4	100%	11/16/2009
41	6.4	100%	11/16/2009
42	6.4	100%	11/16/2009
43	6.4	100%	11/16/2009
44	6.4	100%	11/16/2009
45	6.4	100%	11/16/2009
46	6.4	100%	11/16/2009
47	6.4	100%	11/16/2009
48	6.4	100%	11/16/2009
49	6.4	100%	11/16/2009
50	6.4	100%	11/16/2009
51	6.4	100%	11/16/2009
52	6.4	100%	11/16/2009
53	6.4	100%	11/16/2009
54	6.4	100%	11/16/2009
55	6.4	100%	11/16/2009
56	6.4	100%	11/16/2009
57	6.4	100%	11/16/2009
58	6.4	100%	11/16/2009
59	6.4	100%	11/16/2009
60	6.4	100%	11/16/2009

EXHIBIT L

WARRANTY DEED

4015

KNOW YE, That I, ROBERT A. BLATT, of 1890 Palmer Avenue, in the Town of Larchmont, State of New York

for consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations

does give, grant, bargain, sell and confirm unto the said NIANTIC REAL ESTATE, LLC, a Limited Liability Company organized and existing under the laws of the State of Connecticut

See Schedule A attached hereto and made a part hereof.

no CONVEYANCE TAXES COLLECTED
Esther B. Williams
TOWN CLERK OF EAST LYME

Said premises are conveyed subject to the following:

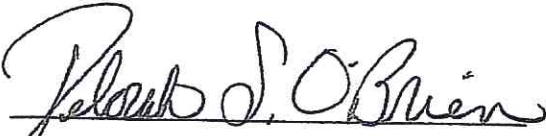
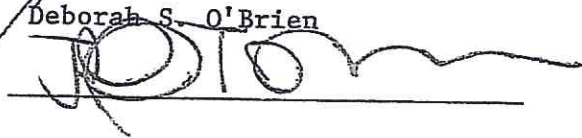
1. Any and all provisions of any ordinance, municipal regulation or public or private law;
2. Taxes to the Town of East Lyme on the Grand List of October 1, 2002, which the Grantee herein assumes and agrees to pay as part consideration for this deed.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, its successors and assigns forever, to it and its own proper use and behoof. And also, I the said grantor does for himself, his heirs, executors and administrators, covenant with the said grantee its successors and assigns, that at and until the ensealing of these presents, I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in a manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, I the said grantor does by these presents bind myself and my heirs forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I, Robert A. Blatt, have hereunto set my hand and seal this 3rd day of November, in the year of our Lord Two Thousand Three.

Signed, Sealed and Delivered
in the presence of us:

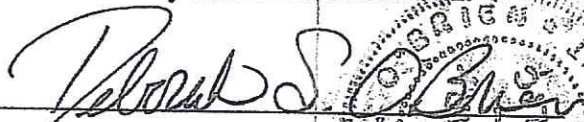


Deborah S. O'Brien



ROBERT A. BLATT (L.S.)

STATE OF CONNECTICUT)
) ss. Wethersfield
COUNTY OF Hartford)

On this the 3rd day of November, 2003 before me, Deborah S. O'Brien the undersigned officer, personally appeared ROBERT A. BLATT known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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


Deborah S. O'Brien
Commissioner of the Superior Court
Expires: 11/30/07


SCHEDULE A

A certain piece or parcel of land on the northeast side of Upper Pattagansett Road containing 2.05 acres shown as the "Remaining Land of Robert A. Blatt", containing 2.05 acres, which parcel is described on a map entitled "Land To Be Conveyed To Niantic Real Estate LLC From Robert A. Blatt Upper Pattagansett Road East Lyme Connecticut Sheet Number 1 of 1 J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors 37 Grand Street Niantic, Connecticut 06357 Tel: 860-739-6216 Fax 860-739-0693 Drawn By: JRP Date: 10-22-03"

Commencing 452.11 feet from the northeast side of Upper Pattagansett Road which point marks the northeast boundary of said parcel; thence commencing N 32° 43' 06" W, 129.77 feet to an iron pin; thence commencing N 67° 53' 43" E, 15.45 feet; thence commencing N 86° 59' 46" E, 142.24 feet; thence N 87° 51' 23" E, 91.03 feet; thence commencing N 85° 56' 52" E, 112.33 feet; thence commencing N 87° 37' 33" E, 75.94 feet; thence commencing N 82° 37' 38" E, 190 feet; thence commencing N 35° 50' 13" W, 196.73 feet; thence commencing S 64° 36' 54" W, 99.67 feet; thence commencing S 68° 35' 54" W, 124.41 feet; thence commencing N 59° 31' 26" W, 93.25 feet; thence commencing N 81° 59' 26" W, 93.38 feet; thence commencing S 77° 26' 34" W, 74.98 feet; thence commencing S 64° 16' 14" W, 139.80 feet to the point or place of beginning.

Said premises are conveyed subject to a thirty (30') foot easement in favor of Niantic Real Estate LLC, which area is shown and designated on said map.

Said premises are conveyed together with meaning and intending to convey said parcel together with rights of way for ingress and egress as exist to and from Upper Pattagansett Road along land now or formerly of the Estate of Jean Adamo, shown on said map recorded herewith, identified as "Existing ROW in favor of remaining land Robert A. Blatt and Niantic Real Estate LLC."

Recorded Aug 6 2004
10:10 AM
PM Esther B. Williams
East Lyme Town Clerk

EXHIBIT M

WARRANTY DEED

To all People to whom these Presents shall come, Greeting:

2549

KNOW YE, THAT We, SALVATORE E. OSSO and DEBRA J. OSSO, of the Town of East Lyme, County of New London and State of Connecticut

for the consideration of SEVEN HUNDRED THOUSAND AND 00/100 (\$700,000.00) DOLLARS

received to our full satisfaction of NEW ENGLAND NATIONAL, LLC, a Connecticut limited liability company having an office in the Town of East Lyme, County of New London and State of Connecticut

do give, grant, bargain, sell and confirm unto the said NEW ENGLAND NATIONAL, LLC, and its successors and assigns forever a certain all that certain piece or parcel of land, known as 239 Upper Pattagansett Road, situated in the Town of East Lyme, County of New England and State of Connecticut, more particularly bounded and described as follows:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

SAID PREMISES ARE SUBJECT TO:

1. All building and zoning rules and regulations, including but not limited to inland wetlands laws, and any and all governmental laws, ordinances, as the same may affect the premises.
2. Taxes on the List of October 1, 2004 and subsequent years, current water and sewer use charges, if any, payments upon which are current, which the Grantees herein assume and agree to pay as part consideration for this deed.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it, the said grantee and unto its heirs, successors and assigns forever, and to it and their own proper use and behoof. And also, we, the said grantors do for ourselves and our heirs, executors, administrators, and assigns covenant with the said grantee, and unto said grantee's 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 bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as is above written.

AND FURTHERMORE, we, the said grantors do by these presents bind ourselves and our heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to it, the said grantee and to said grantee's heirs, successors and assigns, against all claims and demands whatsoever, except as is above written.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 17th day of June, 2005.

WITNESS:

Alexander W. Tighe
Alexander W. Tighe

Marilyn L. Subitoli
MARILYN L. SUBITOLI
Alexander W. Tighe
Alexander W. Tighe

Theodore A. Harris
Theodore A. Harris

GRANTOR:

Salvatore E. Osso
SALVATORE E. OSSO

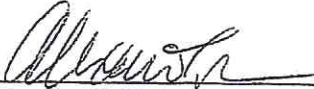
Debra Osso
DEBRA J. OSSO

CONVEYANCE TAXES COLLECTED \$3,500.00
\$1,750.00
Esther B. Williams FFOS. \$6,048.00
TOWN CLERK OF EAST LYME

STATE OF CONNECTICUT)
) ss.
COUNTY OF *Middlesex*)

June 16, 2005

Personally Appeared Salvatore E. Osso, signer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

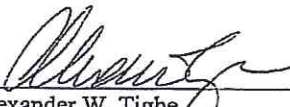


Alexander W. Tighe
Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss.
COUNTY OF *New London*)

June 17, 2005

Personally Appeared Debra J. Osso, signer of the foregoing Instrument, and acknowledged the same to be her free act and deed, before me.



Alexander W. Tighe
Commissioner of Superior Court

SCHEDULE A

A certain tract of land situated on the Easterly side of Upper Pattagansett Road, so-called, in the Town of East Lyme, County of New London and State of Connecticut, bounded and described as follows:

WESTERLY: by the Easterly line of the highway known as Upper Pattagansett Road;
NORTHERLY: by land now or formerly of Henry Korineck and Elizabeth Korineck;
EASTERLY: by land now or formerly of Kadie Savitsky;
SOUTHERLY: by land now or formerly of Stephen Korineck and Joseph A. Korineck.

The above described premises being the same premises as described in a Warranty Deed from Stephen G. Hathaway and Ann H. Hathaway to Michael D. Adamo dated July 27, 1962 and recorded in Volume 94, Page 693 of the East Lyme Land Records.

Excepting therefrom all those certain pieces or parcels of land contained in a deed from Jean Adamo to Robert A. Blatt dated July 17, 1995 and recorded in Volume 455 at Page 620 of the East Lyme Land Records.

Intending to convey all that land on a map or plan entitled "PLAN OF THE ESTATE OF JEAN ADAMO UPPER PATTAGANSETT ROAD EAST LYME CONNECTICUT SCALE 1" = 100 FEET KING & MULLEN LAND SURVEYORS 152 ROUTE 163 UNCASVILLE, CONN. DATE: 8-2-89" which parcel is designated as "AREA = 53.94, +/- ACRES", excluding therefrom all those certain pieces or parcels of land conveyed to Robert A. Blatt dated July 17, 1995 and recorded in Volume 455 at Page 620 of the East Lyme land records.

Recorded June 17 20 05
1:31 AM Foster B. Williams
East Lyme Town Clerk

EXHIBIT N

ASSIGNMENT OF DECLARANT RIGHTS

1778

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, NIAN TIC REAL ESTATE 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; and

WHEREAS, as of the date hereof, the Declarant has conveyed substantially all the lots and remaining undeveloped lots in said subdivision to New England National, L.L.C.; 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

WHEREAS, as of the date hereof, NEW ENGLAND NATIONAL, L.L.C. has received conveyance of substantially all the unfinished lots in said Subdivision:

NOW THEREFORE, in conjunction with said conveyance, NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY hereby assigns its rights as Declarant to NEW ENGLAND NATIONAL, L.L.C. with all the powers, rights and authority previously vested in NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY as the original Declarant.

Nothing herein shall be construed to eliminate the rights and liability of NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY to complete the existing public improvements and obtain and convey such improvements to the Town of East Lyme.

Dated at Niantic this 27th day of May, 2008.

NIAN TIC REAL ESTATE LIMITED
LIABILITY COMPANY

By: Ann K. Torrance
Ann K. Torrance
Member/Manager

Recorded May 30 20 08
12:01 AM Esther B. Williams
East Lyme Town Clerk

EXHIBIT O

NOV 22 20 10 at 10:00 AM PM

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

Barbara 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 Mangalinkx, 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 2.2 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 –

→ 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.

Mr. Balantic said that it looks like it is a good swap. He asked when the open space would be finalized.

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 P

Town of

P.O. Drawer 519

Department of Planning &
Inland Wetlands Agency

Gary A. Goeschel II, Director of Planning /
Wetlands Enforcement Officer



East Lyme

108 Pennsylvania Ave

Niantic, Connecticut 06357

Phone: (860) 691-4114

Fax: (860) 860-691-0351

MEMORANDUM

TO: East Lyme Planning Commission

FROM: Gary A. Goeschel II, Director of Planning

DATE: November 15, 2010

RE: New England National LLC, Applicant/Owner, Application for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Road, East Lyme, Connecticut, 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 and Subdivision Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, located at 37 Grand Street, Niantic, Connecticut

Upon review of the above referenced Application, Subdivision Plan, and supporting documentation, I have following comments:

1. ~~On Sheet SD1, the following Notes need to be revised:~~ *Addressed on new plan dated 11/16/2010*
- ~~Number (8):~~ Revise to reflect the current owner of record.
 - ~~Number (15):~~ Revise to reflect the findings of the Inland Wetlands Agency
 - ~~Number (20):~~ Statement is erroneous as a wetlands permit has not yet been issued. As such, delete.

Based on the above, I offer the following findings and motion:

FINDINGS




The East Lyme Planning Commission based on the record before it with respect to this application, finds this application to be in conformance with the Subdivision Regulations of the Town of East Lyme and more specifically based on the following Findings:

Whereas: The Commission has received a Subdivision Application from New England National LLC, for the development of a 2 - Lot resubdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Road, East Lyme, Connecticut, 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. The applicant New England National, LLC, is also the owner of record. The Commission received this application on October 19, 2010 and commenced a Public Hearing and received testimony on November 16, 2010. The Public Hearing for said application was closed at the Commission's 11/16/10 meeting. The Commission has reviewed the application, received testimony from the applicant. Town staff also provided the Commission with comment concerning this applications compliance with local requirements and regulations.

Whereas: The parcel of land constituting the property subject to this application is zoned RU-40 Rural Residential. The properties abutting the site are also zoned RU-40 Rural Residential.

Whereas: The proposed resubdivision is found to meet the requirements of the East Lyme Subdivision Regulations and more specifically, as demonstrated by the following:

 Section 3-4 Plan of Development: The proposed resubdivision conforms to the comprehensive Plan of Development for the Town of East Lyme (POCD) as adopted by the East Lyme Planning Commission as the proposed resubdivision is located within a residential zoning district adjacent to existing lots which, were previously approved as part of a cluster subdivision. The proposed resubdivision continues follow the pattern of development characteristic of the existing residential cluster development.  In addition, the proposed subdivision reduces the potential impacts on water and soil resources by proposing Low Impact Development (LID) techniques for the treatment of stormwater and Best Management Practices (BMPs) for soil erosion and sedimentation control. 

Section 5-5 Sanitation Report: As indicated in Exhibit "T" correspondence dated 11/15/2010 from Ryan McCammon, RS, Senior Sanitarian of the Ledge Light Health District, Lots 20, 29, and 32 are suitable for on-site sewage disposal and water supply.

Section 5-6 Water Supply Report: As indicated in Exhibit "E" comments from Brad Kargl, Municipal Utility Engineer, dated 11/10/10 there is no municipal water or sewer available to the referenced subdivision.

Section 5-7 Stormwater Management Plan: As indicated in Exhibit "L", Memo from Bill Scheer, P.E., L.S., Town Engineer, the stormwater detention volumes provided in the Stormwater Management Plan in Exhibit "H" prepared by Robert J. Pfanner and Associates are correct and should be updated on the plan. However, the following notes are recommended to be added to the Plan:

- The construction of, or bonding of the stormwater detention basins/ swales shall be completed prior to receiving a building permit for each lot."
- The design or location of the detention structure proposed on each lot may be modified to accommodate final lot configuration and existing conditions at the time of construction provided the overall volume of detention and functionality is maintained with the modifications and such modifications are satisfactory to the Town Engineer. According to the applicant, it is understood that the owner(s) of each lot in the subdivision, shall be responsible for the stormwater management system (rain gardens)).

In addition, a detail of the overflow structure provided in the Stormwater Management Plan, needs to be added to the plans.

Section 5-8 Erosion and Sedimentation Controls: The proposed Soil Erosion and Sedimentation Control Plan as indicated on sheet SD 4 and SD 5 of the proposed plan, Exhibit "O", contains proper provisions to adequately control accelerated erosion and sedimentation and reduce the danger from storm water runoff on the proposed site based on the best available technology. As such, The Planning Commission hereby certifies that the Soil Erosion and Sediment Control Plan complies with the requirements and objectives of this Subdivision Regulation.

Section 5-9 CAM Coastal Site Plan Review Required: As the site is not located within the coastal boundary of the Town of East Lyme in accordance with Sections 22a-105 through 22a-109 of the Connecticut General Statutes, a CAM Review is not required.

Section 5-11 Archeological Survey: As demonstrated by previous Nottingham Hills Phase 3 application, the proposed site

As such, an archeological survey should be conducted prior to any blasting of these ledges should be proposed.

Section 6 - 5 Open Spaces: Sheet D2 indicates an Open Space dedication of approximately 10.63 acres in the form of a conservation easement and Sheet D3 indicates an Open Space dedication of approximately 2.26 acres, both in the form of a conservation easement.

Section 6 - 6 Requirements Regarding Flooding: As demonstrated by the Stormwater Management Plan in Exhibit "H" and Exhibit "L", Memo from Bill Scheer, P.E., L.S., Town Engineer, dated 11/16/10, the proposed subdivision is reasonably safe from flooding.

Section 6 - 9 Streets: As indicated by Exhibit "N", Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, the area to be subdivided has frontage on, and access from, an existing street that is suitably improved and paved. In addition, no new streets are proposed.

Section 6- 10 Sidewalks: As indicated by Exhibit "N", Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, the proposed subdivision is proposed on a street where there are no existing sidewalks along Upper Pattagansett Road, Kensington Drive, or Upper Kensington Drive.

WAIVER REQUEST:

NOT NECESSARY

As the applicant has met the requirements of Section 6-16 of the East Lyme Subdivision Regulations, a waiver from Section 6-16 is no longer necessary for subdivision approval. As such, the request for a Waiver from Section 6-16 is hereby DENIED.

SUBDIVISION MOTION:

NOW THEREFORE, Based on these Findings, the Commission Moves to APPROVE the application known as New England National LLC, Applicant/Owner, Application for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Road, East Lyme, Connecticut, 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 and Subdivision Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, located at 37 Grand Street, Niantic, Connecticut and further subject to the following administrative requirements and required modifications to the site plan and other materials submitted in support of this application:

1. Applicable and properly executed legal documents, including warranty deeds for any transfers of title to the party designated to maintain and operate the stormwater management system, shall be submitted with the final subdivision plan to be filed. All such documents shall be acceptable to the Town Attorney and the Commission and shall be filed with the East Lyme Town Clerk simultaneously with the filing of the approved final subdivision maps.
2. As indicated in Exhibit "L", Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated November 16, 2010, the following notes shall be added to the subdivision plan:
 - The construction of, or bonding of the stormwater detention basins/swales shall be completed prior to receiving a building permit for each lot."
 - The design or location of the detention structure proposed on each lot may be modified to accommodate final lot configuration and existing conditions at the time of construction provided the overall volume of detention and functionality is maintained with the modifications and such modifications are satisfactory to the Town Engineer. According to the applicant, it is understood that the owner(s) of each lot in the subdivision, shall be responsible for the stormwater management system.
3. As indicated in Exhibit "L", Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated November 16, 2010, a detail of the overflow structure provided in the Stormwater Management Plan, shall be added to the plans.
4. As indicated in Exhibit "O" Memo from G. Goeschel II, Director of Planning to the East Lyme Planning Commission, dated 11.16/2010, the Notes on Sheet SD1 shall be revised as follows:
 - Number (8): Revise to reflect the current owner of record.
 - Number (15): Revise to reflect the findings of the Inland Wetlands Agency regarding the Determination of Permit as it pertains to Lot 29
 - Number (20): Statement is erroneous as a wetlands permit has not yet been issued. As such, delete.
5. A revised copy of the Subdivision Plan incorporating the above modifications signed, sealed and certified by a licensed land surveyor in the State of Connecticut shall be submitted to the Department of Planning, Town Engineer and the Ledge Light Health District.
6. The conservation easements in favor of _____ over a portion of the proposed lots, as depicted on the proposed plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, shall be submitted with the final subdivision plan to be filed.

The above items shall be accomplished prior to the filling of the subdivision on the land records, or other documentation of planning approval and no site work shall commence until all applicable conditions are satisfied.

This approval is specific to the subdivision plan submitted as application of New England National LLC, any change in the subdivision plan other than those identified herein shall constitute a new application and the modifications of this approval and any change in the development plan layout other than those identified herein shall constitute a new application.

The owner/applicant shall be bound by the provisions of this Application and Approval.

EXHIBIT Q

CORRECTED ASSIGNMENT OF DECLARANT RIGHTS

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

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

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

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

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

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

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

Dated this 17th day of March, 2020

NIANTIC REAL ESTATE LIMITED
LIABILITY COMPANY

As to both:

[Signature]
Cheryl R. Harder

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

[Signature]
Paul M. Geraghty

NEW ENGLAND NATIONAL LLC

By [Signature], Asst Manager
Jeffrey A. Torrance, Assistant Manager

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

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

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

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



RECEIVED FOR RECORD
Mar 18 2020 09:27 AM
Karen Miller Gallo
EAST CYBER CT

EXHIBIT R

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

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 pursuant to paragraph S of said Declaration, Declarant reserved the right to amend said Declaration until the conveyance of more than fifty (50%) per cent of all lots within all sections of the Subdivision; and

WHEREAS at present there are a total of sixteen lots approved (one of which is the remaining land intended for additional subdivision) of which the Declarant owns nine such lots; and

WHEREAS it is intended that there will be future subdivision of approximately twenty lots,

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 Declaration with this Amended Declaration.

This Declaration of Covenants and Restrictions is being imposed herewith by Niantic Real Estate Limited Liability Company (hereinafter referred to as "Declarant") and is intended to benefit and burden lots 1 through 5, 7 and 9 as shown on the Subdivision Plan entitled Nottingham Hills Subdivision seven lot residential community in East Lyme, Connecticut, together with lots 6, 33, 48, 49, 9, 10, 30 and 31 as shown on a map or plan entitled "Lot Layout Nottingham Hills Subdivision Phase IIA Niantic Real Estate LLC East

Lyme, CT Sheet SD2 April 10, 2004 Revised through July 10, 2004, and each and every lot in said subdivision shall be conveyed subject to and together with the rights, obligations and restrictions as contained herein.

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. APPROVALS:

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. 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.

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 and 2A 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 29th day of July, 2004.

Signed, sealed and delivered in the presence of:

[Handwritten signatures and scribbles]

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

By: *[Signature]* L.S.
Jeffrey A. Torrance, its Manager, duly authorized.

STATE OF CONNECTICUT

COUNTY OF NEW LONDON

ss:

East Lyme July 29, 2004

On this the 29 day of July, 2004 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.

[Signature]

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

Recorded July 29 20 04
432 AM *[Signature]*
PM *[Signature]*
East Lyme Town Clerk

EXHIBIT S

Exhibit 6

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Settlement Agreement") is made as of this 11 day of February, 2015, between The Town of East Lyme (the "Town") and those parties listed on Exhibit "1" attached hereto (collectively the "NEN Parties"), and separately referenced by each individual name stated on Exhibit "1".

WHEREAS, the Town and New England National, LLC ("New England National") are parties to an action entitled "New England National, LLC vs. Town of East Lyme" which case is pending in the United States District Court for the District of Connecticut, Case No. 3:13-cv-1358-SRU ("District Court Case"); and

WHEREAS, the Town and the NEN Parties previously entered into a Compromise Agreement dated December 4, 2008 (the "Compromise Agreement"), which was approved by the United States Bankruptcy Court by Order Approving Compromise and Settlement, in a case entitled "In re New England National, LLC", Chapter 11 Case No. 02-33699 LMW; and

WHEREAS, New England National asserts certain claims and causes of action against the Town, including a claim that the Town breached the Compromise Agreement, all of which claims the Town disputes and denies; and

WHEREAS, the Town asserts certain claims and causes of action against New England National, including breach of the Compromise Agreement, all of which New England National disputes and denies; and

WHEREAS, while New England National is the only plaintiff and counterclaim defendant in the District Court Case, the other NEN Parties have a direct interest in this Settlement Agreement, will receive a direct benefit from this settlement made by the parties to this Settlement Agreement, and acknowledge that part of the consideration for the Town entering into this Settlement Agreement is the joinder of all of the NEN Parties to this Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and covenants and agreements made herein, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties hereby stipulate and agree as follows:

1. Recitals Incorporated: The recitals and paragraphs set forth above are true, accurate and correct and are incorporated in full and made a part of this Settlement Agreement.
2. Settlement Payment: Upon the execution and approval of this Settlement Agreement and fully set forth herein, the Town will pay to the NEN parties the amount of \$650,000 (the "Settlement Amount"). Payment shall be tendered to NEN's counsel Anthony S. Novak, Esq., and made payable to NEW ENGLAND NATIONAL, LLC.
3. Conveyance to the Town: New England National, LLC, the owner of the fee to the land under Darrow's Pond shall convey said property to the Town in the form of deed attached as Exhibit "2"; and New England National, LLC, the owner of the easements and property interests which encumber the so-called "Darrow's Pond Property" will release the NEN Parties' interest in said easements and convey all property interests in the form of deed attached as Exhibit "3". Niantic

Real Estate, LLC will also provide quit-claim deeds as to the foregoing to insure that all interests of the NEN Parties are conveyed to the East Lyme.

4. Property Retained by the NEN parties: the NEN Parties will retain the following properties: (i) 42.9 acres, more or less, known as the Osso Property and which is described on Exhibit "4"; and (ii) the following lots in Nottingham Hills: Lots 13, 14, 19, 21, 25, 26, 27, 28, and 32. The properties described in the Paragraph 4 are referenced herein as the "Retained Properties") The NEN Parties agree that they may convey the Retained Properties to an Independent Third Party Purchaser, but the NEN Parties shall not: (i) make application for any Land Use Permits; (ii) construct or develop any structure on the Retained Properties, including but not limited to apply for any building permits for the Retained Properties; (iii) maintain, whether individually, or as a corporation, partnership, director, officer, clerk, principal agent, employee, trustee or in any relation or capacity, any financial or other interest in any company which will develop of any of the Retained Properties. In the event that the NEN Parties should finance the sale of the Retained Properties, or any one of them, in the form of a purchase money mortgage, in the event of the foreclosure of the mortgage and the transfer of the property to the NEN Parties as the foreclosing party, the foreclosed property shall be subject to this covenant so long as it is owned by the NEN Parties and any entity that they have an interest therein. By way of clarity, the covenant in this Paragraph 4 as to the Retained Properties is that the NEN Parties are retaining their interest in the Retained Properties solely for the purpose of sale to Independent Third Party purchasers to realize the revenue from the sale of the Retained Properties, and that the NEN Parties will not have a financial interest in or with any third party purchaser, and will not apply for or participate in any Land Use Permits relating to the Retained Properties, or development of the properties, but this covenant shall not impair the right of any Independent Third Party Purchaser from filing or applying for Land Use Permits for the Retained Properties, nor prevent or restrict the use of plans prepared and/or stamped by Kristen T. Clarke, P.E. In addition to the Retained Properties, NEN or Niantic may have an interest as the Declarant in a "Declaration of Covenants and Restrictions of the Nottingham Hills Subdivision" recorded in Volume 614 Page 424 of the East Lyme Land Records, as thereafter amended or assigned by amendments or assignments of record in the East Lyme Land Records East Lyme Land Records ("Nottingham Hills Declaration") and NEN or Niantic may have an interest as the Declarant in a "Declaration of Covenants and Restrictions of Darrow's Ridge Subdivision" recorded in Volume 708 Page 627 of the East Lyme Land Records, as thereafter amended or assigned by amendments or assignments of record in the East Lyme Land Records ("Darrow's Ridge Declaration"). NEN and Niantic shall be permitted to assign their respective rights as declarant to an Independent Third Party, and such assignment shall not be deemed to be a violation of this Settlement Agreement. However, except for assignment to an Unrelated Third Party, and rights to enforce the Nottingham Hills Declaration and Darrow's Ridge Declaration as to other lot owners, neither NEN, Niantic or any of the other NEN parties shall exercise any rights as Declarant under either the NEN Declaration or the Niantic Declaration.
5. Restrictive Covenant: The NEN Parties, and each of them, agree that in addition to the covenant contained in Paragraph 4, for a period of 20 years they will not directly or indirectly, under any circumstances or conditions whatsoever: (i) purchase any new or additional property in the Town of East Lyme; (ii) file any land use permit applications or (iii) otherwise engage in development in the Town of East Lyme, whether individually, or as a corporation, partnership, director, officer,

- clerk, principal agent, employee, trustee or in any relation or capacity whatsoever. The NEN Parties agree that this Restrictive Covenant is fair and reasonable and is both necessary to protect the Town, and was a material consideration for the Town to enter into this Settlement Agreement, and further agree that neither the NEN Parties nor any one of them shall make any claim that the Restrictive Covenant is not fair and reasonable nor make any claim that this Restrictive Covenant nor any other provision of this Agreement is illegal, invalid or unenforceable for any reason.
6. Anne Torrance Property: The Town and Anne Torrance agree that notwithstanding the Restrictive Covenant, Anne Torrance may subdivide the property at 197 Upper Pattagansett Road into no more than 3 building lots, provided that any such subdivision application meets all current land use regulations. Proposed Lot 3 may include a strip of land along the westerly line of Upper Kensington Drive described in Volume 920 Page 510 of the East Lyme Land records, which is to be conveyed by lot line revision to Anne Torrance. It is further agreed that Anne Torrance will not request waivers of any subdivision regulation(s) or any zoning or other variances in connection with said subdivision. Anne Torrance may convey any of the lots created out of 197 Upper Pattagansett to an Independent Third Party, however, neither Anne Torrance nor any of the NEN parties may construct a dwelling or otherwise develop any of the lots, however, any conditions of approval by the East Lyme Planning Commission shall not be a violation of this provision.
 7. Completion of the Nottingham Hills Subdivision Public Improvements: East Lyme will undertake to complete the Public Improvements for Nottingham Hill Phase III, and will use the Public Improvement Bond (the "Bond Funds") currently held by the Town as the source of funding to complete the Public Improvements. In the event the Bond Funds are insufficient to complete the Public Improvements, the remaining cost will be paid by East Lyme. In the event that the cost of completion is less than the Bond Funds, the remaining funds will be returned to New England National. The Town will provide New England National with a complete accounting of all completion expenses.
 8. NEN Parties Release: Effective upon the Execution of this Agreement, payment of the Settlement Amount, and approval of this Agreement by the United States District Court, the NEN Parties on their own behalf and on behalf of their principals, employees, agents, members, successors, assigns, heirs, administrators and executors (collectively the "Releasor") forever remise, release, acquit, satisfy and forever discharge the Town of East Lyme and all of its past and present Selectmen, elected or appointed officials, officers, employees, insurance carriers, agents and attorneys (collectively the "Released Parties") and shall be deemed to have remised, released, acquitted, satisfied, and forever discharged from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, or admiralty, or in equity which against the Released Parties the Releasor shall or may have for, upon or by reason of any matter, or thing whatsoever from the beginning of the world to the date of these presents, including but not limited to the Compromise Agreement, all claims asserted or which could have been asserted in motions, adversary proceeding and other pleadings filed in New England National's bankruptcy case and all facts and matters alleged or which could have been alleged in the District Court Complaint.

9. **Town of East Lyme Release:** Effective upon the Execution of this Agreement, payment of the Settlement Amount, and approval of this Agreement by the United States District Court, the Town of East Lyme on its behalf and on behalf of its successors and assigns, forever remise, release, acquit, satisfy and forever discharge the NEN Parties and each of them, and their respective directors, members, officers, employees, agents and attorneys and shall be deemed to have remised, released, acquitted, satisfied, and forever discharge the NEN parties from all manner of actions, causes of action, suites, debts, covenants, contracts, controversies, agreements, promises, claims and demands relating to or arising from the Comprise Agreement, and all facts and matters alleged or which could have been alleged by the Town as a counter claim in the District Court Complaint. The NEN parties specifically acknowledge that certain real estate taxes of record are due and owing to the Town of East Lyme. Nothing contained herein shall be construed to release or otherwise limit the obligations of the NEN parties to pay the property taxes owed to the Town of East Lyme.
10. **Enforcement:** It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and applicable public policies of the State of Connecticut. Accordingly, the parties agree that upon execution of this Agreement, the Agreement shall be presented to the United States District Court for its approval.
11. **Withdraw of District Court Case:** Within ten (10) days of execution of this Agreement, and its approval by the United States District Court, NEN and the Town will jointly file a voluntary dismissal the District Court Case with prejudice.
12. **Default:** In the event that a party defaults hereunder, and fails to cure said default as set forth below, the non-defaulting party shall be entitled to an award of reasonable attorney's fees and costs relative to the enforcement of the terms of this Settlement Agreement. Upon the occurrence of an event of default, the non-defaulting parties shall provide written notice (the "Written Notice") of the default to the defaulting party. The Written Notice shall provide five (5) business days from the date of such notice to cure the default. Should the defaulting party fail to cure said default within said period, then, upon the non-defaulting party filing of a Motion to Enforce Settlement Agreement, the non-defaulting party may seek summary enforcement of this Agreement by motion to enforce the Settlement Agreement in accordance with *Audobon Parking Associates Ltd. Partnership v. Barclay & Stubbs, Inc.*, 225 Conn. 804 (1993).
13. **Notices:** All notice to be sent under this Agreement shall be sent to the following:

If to the Town of East Lyme:
Office of the First Selectman
East Lyme Town Hall
108 Pennsylvania Avenue
Niantic, CT 06357

If to New England National:
1890 Palmer Avenue
Suite 303
Larchmont, New York 10538

If to Claims Agent, Inc.:

c/o Jeffrey Torrance
197 Upper Pattagansett Road
East Lyme, CT 06333

If to Darrow's Ridge, LLC:
c/o Robert Blatt
1890 Palmer Avenue
Suite 303
Larchmont, New York 10538

If to Niantic Real Estate, LLC
197 Upper Pattaganett Road
East Lyme, CT 06333

If to Robert Blatt:
1890 Palmer Avenue
Suite 303
Larchmont, New York 10538

If to Anne K. Torrance and the Irrevocable Trust Parties:
c/o Theodore Harris, Esq.
341 Main Street
Niantic, CT 06357

If to Jeffrey Torrance and the Torrance Family Limited Partnership:
197 Upper Pattagansett Road
East Lyme, CT 06333

Each notice shall be deemed to have been duly given if sent addressed to the addresses for such party as set forth above by hand delivery, by recognized overnight delivery service such as Fed Ex or UPS or other reputable overnight courier or by certified mail, postage prepaid, return receipt requested. Notices shall be deemed given on the same day if delivered by hand, or on the date shown on the receipt of the delivery service that such notice was actually delivered or refused during normal business hours with written evidence of such deliver or refusal with respect to delivery by overnight mail courier or by certified mail.

14. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the Parties as to the subject matter hereof. The undersigned acknowledge that there are no communications or oral understandings contrary, different, or that in any way restrict this Settlement Agreement, and that all prior agreements or understandings within the scope of the subject matter of this Settlement Agreement are, upon the execution and delivery of this Settlement Agreement, superseded, null and void.

15. Amendments. No waiver, modification or amendment of the terms of this Settlement Agreement shall be valid or binding unless made in writing, signed by the party to be charged and then only to the extent set forth in such written waiver, modification or amendment.

16. Counterparts. The Parties may execute this Settlement Agreement in whole or counterparts and execution of counterparts shall have the same force and effect as if the parties had signed the same instrument. Signatures transmitted electronically or by facsimile shall have the same effect as original signatures.

17. Choice of Law and Venue. This Settlement Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflict of law principles. Any action or motion brought in connection therewith may be brought in the United States District Court for the State of Connecticut or the Superior Court for the State of Connecticut, Judicial District of New London County.

18. Authority. Each Party to this Settlement Agreement warrants and represents that the person signing this Settlement Agreement on its behalf is duly authorized to enter into this Settlement Agreement on behalf of such party. Each Party signing this Settlement Agreement separately acknowledges and represents that this representation and warranty is an essential and material provision of this Settlement Agreement and shall survive execution of this Settlement Agreement.

19 Advice of Counsel. The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Settlement Agreement and that they have read this Settlement Agreement and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of the same, and each Party has had it fully explained to them by their counsel and understands the terms and provisions of this Settlement Agreement and its nature and effect. Each Party further represents that they are entering into this Settlement Agreement feely and voluntarily, relying solely upon the advice of their own counsel, and not relying on the representation of any other Party or of counsel for any other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorize, have caused this Settlement Agreement to be executed as of the date shown above.

TOWN OF EAST LYME

2/13/15

Dated



Mark Nickerson
Its Duly Authorized Agent

NEW ENGLAND NATIONAL, LLC


2/13/15

Dated



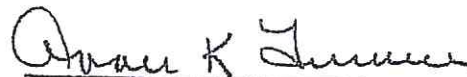
Robert A. Blatt, Managing Member
Jeffrey Turanice, Asst. mGR
DARROW'S RIDGE, LLC

February 11, 2015
Dated


Robert A. Blatt, Manager

NIANTIC REAL ESTATE, LLC

February 11, 2015
Dated


Anne K. Torrance, Manager


CLAIMS AGENT, INC.

2/13/2015
Dated


Jeffrey A. Torrance, President

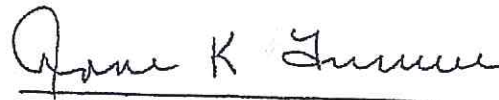
ROBERT A. BLATT

February 11, 2015
Dated


Robert A. Blatt

MATTHEW A. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated


Anne K. Torrance, Trustee

KRISTEN B. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Trustee

MICHAEL E. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Trustee

NICHOLAS A. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Trustee

TORRANCE FAMILY
LIMITED PARTNERSHIP

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, General Manager

JEFFREY A. TORRANCE

1/13/2015
Dated

Jeffrey A. Torrance
Jeffrey A. Torrance

ANNE K. TORRANCE

February 11, 2015
Dated

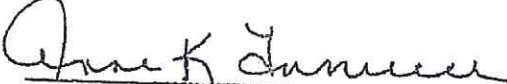

Anne K. Torrance
Anne K. Torrance

EXHIBIT T

Town of

P.O. Drawer 519

Department of Planning &
Inland Wetlands

*Gary A. Goeschel II, Director of Planning /
Inland Wetlands Agent*



East Lyme

108 Pennsylvania Ave
Niantic, Connecticut 06357

Phone: (860) 691-4114

Fax: (860) 860-691-0351

MEMORANDUM

To: East Lyme Planning Commission

From: Gary A. Goeschel II, Director of Planning

Date: January 11, 2021

RE: Continuation of Application of Kristen T. Clarke, P.E., for English Harbour Asset Management LLC, Owner; Application for a 4-lot re-subdivision of approximately 3.8± acres of land zoned RU-40, located at 22 and 24 Upper Kensington Dr, East Lyme, Assessor's Map 40.0, Lot 22 and 23.

Upon review of the above referenced application, supporting documentation, and proposed subdivision plan (5-Sheet Drawing Set) entitled "Nottingham Hills Subdivision Lot Line Revisions of Existing Lots 19 & 21 & Conservation Design Development, 1 Lot Re-Subdivision of Portions of Lots 19 & 21 Dated: January 29, 2020, revised to: December 9, 2020", by Donald L. Gesick Jr. L.S., of Gesick & Associates, P.C., 19 Cedar Island Ave., Clinton, Connecticut, I offer the following:

FINDINGS

Whereas: The Commission commenced a Public Hearing on July 27, 2020. The Public Hearing for said application was continued to Commission's meetings of August 4th, August 11th, September 1st, October 6th, October 27th, November 10th, December 1st, and December 10th 2020.

Whereas: The Commission has reviewed the application and received testimony from the applicant, his professionals, representatives, and the public. In addition, Town staff also provided the Commission with comment concerning this application's compliance with local requirements and regulations.

Whereas: The parcel of land constituting the property subject to this application is zoned RU-40 Rural Residential and the property abutting the site to the north and east (Darrow Pond) is zoned SU-E Special Use Elderly Housing and has been preserved as Town owned open space. The abutting properties to the south and east are Zoned RU-40 Rural Residential.

Whereas: The East Lyme Inland Wetlands Agency determined that "No Permit is Required" as there is no activity occurring in the upland review area, wetlands, or watercourse as evidenced by Exhibit "F".

Whereas: The proposed Subdivision is found to meet the requirements of the East Lyme Subdivision Regulations and the East Lyme Plan of Conservation and Development (POCD) as demonstrated by the following:

Section 3-4 Plan of Development: As the proposed Subdivision is located completely within an RU-40 zoning district adjacent to existing residential lots zoned RU-40 and SU -E, the proposed subdivision continues to follow the pattern of development characteristic of the existing residential development.

MEMORANDUM

TO: GARY GOESCHEL, DIRECTOR OF PLANNING
FROM: MARK E. BLOCK, ESQ.
DATE: FEBRUARY 1, 2010
RE: OPEN SPACE DEDICATION - HERITAGE AT EAST LYME RESUBDIVISION

You have asked for an opinion in regards to open space dedication for the proposed resubdivision of Heritage at East Lyme. (the "Resubdivision")

The facts as related to me are that Heritage at East Lyme was, when first subdivided ("Original Subdivision"), an estimated 330 acre tract of land ("Original Tract"). The Original Subdivision contained one lot comprised of a 198 acre tract, which is the subject of the resubdivision application ("Subject Parcel"). At the time of the approval of the Original Subdivision, there was approximately 39.45 acres dedicated as open space as a condition of that approval.

The question presented is can the Planning Commission require a dedication of additional open space as part of the approval of the Resubdivision.

Conn. Gen. Stat. §8-25 provides that the Town's subdivision regulations may require the applicant by deed, payment of a fee or combination of the two, to provide the Town with open space of a value not to exceed 10% of the fair market value of the land to be subdivided "prior to the approval of the subdivision".

Section 10-5 of the Subdivision regulations is consistent with the General Statutes, and says that in arriving at the fee in lieu of the dedication of the land, the fee cannot equal more than 10% of the "fair market value of the land to be subdivided "prior to approval of the subdivision."

Further, Section 10-2-2 of the Subdivision Regulations says that if a parcel "is subdivided in stages, the open space dedication attributable to the subdivision of a portion of the entire tract" may be deferred to a later date. The critical language in this section is the reference to the subdivision being in stages and calculating open space based upon the entire tract.

There are no cases on this precise issue, so one must look to the language of the statute and the regulations. In this case the Original Tract that was submitted to the Commission for subdivision approval comprised 330 acres. The Commission required, per its regulations, that the Developer set aside open space calculated on the number of acres in the Original Tract, i.e., 300 acres. Both the Statute and the Regulations speak of the dedication for open space to be from the land to be subdivided. The Town's regulations also speak of a subdivision developed in stages, with provision for deferral of the open space. In my opinion, since with original developer met the open space requirements at the time of the

Original Subdivision, and made that dedication out of the Original Tract, the Commission cannot require an additional dedication from the Subject Parcel, which is a resubdivision of a portion of the Original Tract/Subdivision.

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As such, the proposed subdivision conforms to the comprehensive Plan of Development for the Town of East Lyme (2020 POCD) as adopted by the East Lyme Planning Commission.

Section 5-4 Sanitation Report: As indicated in Exhibit "BBB" e-mail correspondence from Danielle Holmes, REHS/RS, dated December 10, 2020, indicates the proposed lots are able to be served by subsurface sewage disposal systems.

Section 5-5 Water Supply Report: As indicated in Exhibit "BBB" e-mail correspondence from Danielle Holmes, REHS/RS, dated December 10, 2020, indicates the proposed lots are able to be served by on-site water supply wells.

Section 5-2-2(E) and 6-8 Stormwater Management Plan: As indicated in Exhibit "BB", Memo from Victor Benni, P.E., Town Engineer, dated October 19, 2020, indicates that "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." As such, the proposed design meets the overall intent of Section 6-8 of the East Lyme Subdivision Regulations.

Section 5-2-2(G) Erosion and Sedimentation Control Plan: As indicated by Exhibit "BB" dated October 23, 2020, memorandum from Victor Benni, P.E., Town Engineer, indicates the proposed Plan was updated to contain generalized Erosion and Sedimentation Control Notes. As such, the appropriate notes, details, and provisions regarding erosion control measures adequate to control accelerated erosion and sedimentation and reduce the danger from storm water runoff on the proposed site have been incorporated into the proposed plan. Therefore, the Planning Commission may hereby certify that the Soil Erosion and Sediment Control Plan complies with the requirements and objectives of this Subdivision Regulation.

Section 5-6 Pesticide Report: As evidence by the applicant's testimony during public hearing, there have been no known regular applications of pesticides on the subject site currently or historically. In addition, the site was previously approved for two (2) building lots.

Section 5-8 Archeological Survey: As Evidence by the Design Report in Exhibit "A", the Archeological Survey was provided to the Commission as part of the Nottingham Hills Phase 1 and 3 Subdivision and was incorporated into the public hearing record by testimony of the Applicant. In addition, the site was previously approved for the construction of two (2) single family dwellings. As such, there are no archeological resource issues on the site.

Section 6-2 Lot Design Specifications: As evidenced by Exhibit "CC" correspondence from William Mulholland, Zoning Official, October 23, 2020 and the Exhibit "U" correspondence from Attorney Paul Geraghty, dated August 26, 2020, and Exhibit "KKK" letter correspondence from Mark Zamorra, Esq./Town Attorney, to William Mulholland, Zoning Official, indicate the proposed subdivision meets the lot design specifications under the Conservation Development by Design (CDD) pursuant to Section 23 of the Zoning Regulations as well as Section 6-2 of the East Lyme Subdivision Regulations. Therefore, the proposed subdivision complies with all applicable Zoning Regulations for the purposes of the subdivision of land.

Section 6-7 Open Spaces: As demonstrated by the Design Report in Exhibit "A", identifies the Nottingham Hills Subdivision as being a division of 107.82- acres and the open space provided totaling 41.35-acres. Based on the subdivision regulation requirement of 30% Open Space, or 32.34-acres, the subdivision had exceeded the required Open Space by 9.1-acres as of the date of the pending application. Subsequent, to the application, the applicant conveyed portions of lot 19, (.51-acres), and Lot 21, (1.27-acres), to the property that was in the process of being conveyed to the East Lyme Land Trust. The combined totaled 37.99-acres which, has been transferred to the East Lyme Land Trust as of December 30, 2020 (Vol. 1046, Pg. 120). Upon recalculating the Open Space, it now totals 79.34-acres of the subdivision's 107.82-acres. As such approximately 73.5% of the subdivision's land is now in open space when only 30% or 32.3-acres is required.

In addition, Exhibit "U" correspondence from Attorney Paul Geraghty, dated August 26, 2020, indicates the Nottingham Hills subdivision has "banked" land to use for Open Space as evidenced in the minutes of the Planning Commission dated November 16, 2010 (see Exhibit "FF") wherein excess Open Space, 10-acres, was provided by agreement with the Town of East Lyme Planning Commission on the condition that it was done so with the reserved right that the 10-acres could be used in future calculations on future applications. Further, pursuant to the Memorandum Dated February 1, 2010 from Mark E. Block, Esq. to G. Goeschel, Director of Planning, as provided in Exhibit "U", correspondence from Attorney Paul Geraghty, dated August 26, 2020, the open space requirement is based on the entire tract and not subsequent re-subdivisions. Therefore, adequate Open Space has not only been dedicated but, has been provided in an amount that exceeds the minimum required under the subdivision regulations. As such, the development has met its Open Space obligations.

Section 6-9 Requirements Regarding Flooding: As demonstrated by Exhibit "Z" Nottingham Hills Re-Subdivision Plan (5-sheet set) dated January 29, 2020 revised to October 19, 2020 which, reduces the proposed division of land from 4-Lots to 3-Lots and Exhibit "BB" dated October 23, 2020, memorandum from Victor Benni, P.E., Town Engineer, the proposed Plan indicates that the Drainage Summary meets the overall intent of Section 6-8 of the East Lyme Subdivision Regulations and the proposed site development will not adversely affect the water quality of downstream water features or exacerbate any downstream flooding.

PROPOSED RESOLUTION

The East Lyme Planning Commission based on the record before it with respect to this application, finds this application to be in conformance with the Subdivision Regulations of the Town of East Lyme as based on the above Findings indicated in the Memorandum from Gary A. Goeschel II, Director of Planning, dated January 8, 2021.

NOW THEREFORE, I hereby Move to APPROVE the application known as the Application of Kristen T. Clarke, P.E., for English Harbour Asset Management LLC, Owner; Application for a 4-lot re-subdivision of approximately 3.8± acres of land zoned RU-40, located at 22 and 24 Upper Kensington Dr, East Lyme, Assessor's Map 40.0, Lot 22 and 23, and proposed Subdivision Plan (5-Sheet Drawing Set) entitled "Nottingham Hills Subdivision Lot Line Revisions of Existing Lots 19 & 21 & Conservation Design Development, 1 Lot Re-Subdivision of Portions of Lots 19 & 21 Dated: January 29, 2020, revised to: December 9, 2020", by Donald L. Gesick Jr. L.S., of Gesick & Associates, P.C., 19 Cedar Island Ave., Clinton, Connecticut which, is further subject to the following administrative requirements and required modifications to the site plan and/or other materials submitted in support of this application:

1. An Erosion & Sedimentation Control bond in an amount of \$3000.00 dollars shall be posted with the Town in a form acceptable to the Town of East Lyme Planning Commission prior to the start of any site work including but not limited to clearing, grubbing, filling and grading.
2. Contact the Planning Director to inspect the installation of erosion and sedimentation controls within 2-days prior to the start of any construction.
3. An Application for Right-of-Way Permit shall be filled with the East Lyme Engineering Department prior to the start of any site work.
4. The applicable items above shall be accomplished prior to the filling of the subdivision on the land records, or other documentation of planning approval and no site work shall commence until all applicable conditions are satisfied.

This approval is specific to the subdivision plan submitted as the application known as the Application of Kristen T. Clarke, P.E., for English Harbour Asset Management LLC, Owner; Application for a 4-lot re-subdivision of approximately 3.8± acres of land zoned RU-40, located at 22 and 24 Upper Kensington Dr, East Lyme, Assessor's Map 40.0, Lot 22 and 23, and proposed Subdivision Plan (5-Sheet Drawing Set) entitled "Nottingham Hills Subdivision Lot Line Revisions of Existing Lots 19 & 21 & Conservation Design Development, 1 Lot Re-Subdivision of Portions of Lots 19 & 21 Dated: January 29, 2020, revised to: December 9, 2020", by Donald L. Gesick Jr. L.S., of Gesick & Associates, P.C., 19 Cedar Island Ave., Clinton, Connecticut." Any changes in the subdivision plan shall require prior approval from the Commission and/or the Director of Planning. Any change in the development plan layout other than those identified herein shall constitute a new application. The owner/applicant shall be bound by the provisions of this Application and Approval.

EXHIBIT U

MEMORANDUM

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