

Jennifer Lindo

From: Paul Geraghty <pgeraghty@geraghtybonnano.com>
Sent: Monday, June 6, 2022 10:11 AM
To: Gary Goeschel; Alex Klose; Jennifer Lindo
Cc: kristentclarke@gmail.com
Subject: Upper Kensington lot 27
Attachments: Clarke Response to Eng. 06.06.22.pdf

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Gary and Alex attached is my client's response to Alex's comments on the application. With regard to the sidewalk issue, I reviewed the original approval and the commission waived the requirements for sidewalks in this phase. That said the regulations (6-12-1) would only require sidewalks, absent the prior waiver, if as in this case, the resubdivision was within 500 feet of existing sidewalks. That is not the case here as there are no other sidewalks in the sub division and none on Upper Pattagansett. Moreover, Section 6-12-2 is also not applicable as the parcel subject to the application is further than 6000 feet from the school property by way of the crow. I will provide a written request for the waiver, though I don't think it's required because the requirement was previously waived by the commission along with the statement on solar consideration as well as the buffer requirement.

Paul.

Paul M. Geraghty
Geraghty & Bonnano, LLC
38 Granite Street
New London, CT 06320
p.860-447-8077
f.860-447-9833

“Please note that among the services that this firm provides is for attempting to collect a debt, and if this communication is in regards to a debt collection, any information obtained will be used for that purpose.”

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

June 6, 2022

Via Email
Alex Klose P.E.
Town Engineer
Town of East Lyme
108 Pennsylvania avenue
Niantic, CT 06357

Re: Re-Subdivision Nottingham Hills Lot 27

Dear Mr. Klose,

In response to your application comments memorandum dated May 5, 2022, Ex. 1, I offer the following;

1. The existing drainage infrastructure was approved by the Town of East Lyme Planning Commission on or about December 5, 2005 as part of the Nottingham Hills Subdivision Phase 3 re-subdivision application ("Phase 3"). The applicable plan Phase 3 plan sheets SD 4 & SD 5 are attached as Ex. 2. The Town of East Lyme ("East Lyme") accepted these improvements by deed dated February 12, 2015 and recorded in the Towns Land Records on June 17, 2015 at Vol. 948 Page 526. Ex. 3. Additionally, four separate drainage easements were also recorded on the same date in Vol. 948 Page 529 of the Town's Land Records. Ex. 4. The current re-subdivision plans utilize the same common driveway approved in Phase 3 and given, amongst other reasons, the deed and easements granted to the Town are intended to remain intact. A copy of the Towns GIS Map detailing the drainage infrastructure in the Nottingham Hills Subdivision is attached as Ex. 5.

Additional Historical Background

a) The infrastructure approved in Phase 3 was intended to serve Lot 26 aka 11 Upper Kensington Drive, Lot 27 aka 9 Upper Kensington Drive and Lot 28 aka 5 Upper Kensington Drive.

b) In August of 2020 Lot 26 was the subject of a Lot Line Revision in which a portion of Lot 25 aka 15 Upper Kensington Drive was incorporated into Lot 26. See attached approved plan Ex. 6. In October of 2021 Lot 26 was the subject of a second lot line revision that transferred a portion of Lot 26 to Lot 27. See Plans attached as Ex. 7. The two lot line revisions resulted in Lot 26 being sold without the necessity of utilizing the common driveway. Further, the drainage from the revised lot 26 based upon topography is now discharging to the north i.e. Lot 25 which area utilizes an entirely separate drainage system and discharge point. In this regard I would direct you to the drainage basin at the end of the cul de sac on Upper Kensington Drive identified as "Drainage Discharge Point 4" on Ex. 5. I would also note that Lot 26 is not part of this application nor is it, nor its drainage, affected by it.

2. With regard to the "exemption" request I note again we are proposing to utilize the common driveway and infrastructure improvements approved in Phase 3. The pipe catch basins and outlets were sized based upon the analysis of the approved infrastructure which we are utilizing without any changes what so ever. In fact, I would note that the following design changes will actually reduce stormwater runoff from the property;

a) With regard to Lots 27.1 and revised lot 27 we have located the homes so that all drainage associated with the dwelling flows to the rear of the lot instead of utilizing the existing drainage infrastructure. This drainage area is owned by the East Lyme Land Trust, Inc. ("ELLT") however drainage rights were retained in the deed conveying said property to the ELLT. See attached Ex. 8.

b) We have added rain gardens to each of the proposed homes subject to this subdivision application as well as to the abutting lot, 5 Upper Kensington Drive, that uses the common driveway.

Accordingly I question the both need and rationale for the requested analysis.

3. With regard to the peak flow analysis I also question the need and rational for this request. Based upon the approvals previously granted for the existing drainage infrastructure and reduction of impervious surface drainage contemplated by this application. The "Peak Flow Analysis" has already been reviewed and approved by the Town of East Lyme Engineering Department as part of the Phase 3 approvals.

I would also note that with regard to 235R Upper Pattagansett Road the applicant holds retained drainage and other rights to the property superior to that of the property owner. See deed from New England National LLC to Pazz & Construction LLC dated February 24, 2014 recorded in the Town's Land Records at Vol. 928 Page 154 and the easement referenced in said deed dated January 10, 2010 which was recorded in the Town's Land Records at Vol. 870 Page 689 which together are attached as Ex. 9.

Sincerely,

English Harbour Asset Management LLC



Kristen T. Clarke, P.E., Manager

Cc Gary Goeschel
East Lyme Planning Commission
Paul Geraghty, Esq.

EXHIBIT 1

Town of

P.O. Drawer 519

Town Engineer

Alexander T. Klose, P.E.



East Lyme

108 Pennsylvania Ave

Niantic, Connecticut 06357

Phone: (860) 691-4112

AKlose@eltownhall.com

To: Gary Goeschel II, Director of Planning & Wetlands Enforcement Officer

From: Alex Klose P.E., Town Engineer

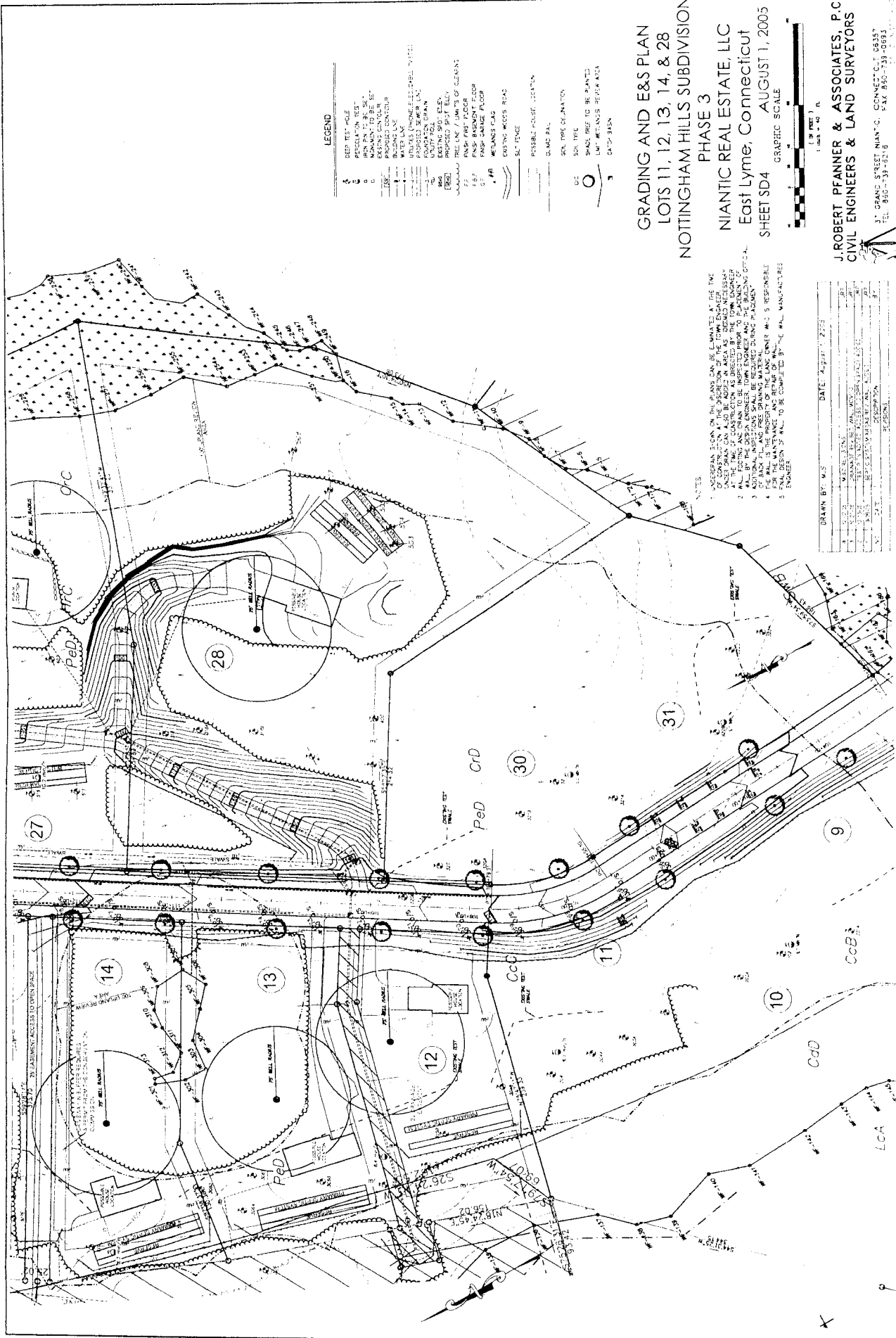
Date: May 5, 2022

Re: Nottingham Hills Subdivision
Lot 27 Re-Subdivision Application
Upper Kensington Drive
Planning Commission Application

This office has reviewed the above referenced application, received April 27, 2022 and provides the following comments:

1. The applicant should clarify what will be done with the existing drainage infrastructure on the property and the adjacent property. Will drainage continue to be directly tied into the roadway from the property or from 5 Upper Kensington Drive, or will these structures and piping be removed?
2. An exemption regarding stormwater management is being requested. In accordance with Section 6-8-7 of the Town of East Lyme Subdivision Regulations, the applicant must demonstrate that, "The proposed development will not cause or exacerbate downstream flooding." I recommend the applicant perform a drainage analysis of the existing stormwater infrastructure in Upper Kensington Drive to the outlet behind 8 and 10 Upper Kensington Drive. This analysis should demonstrate that, with the proposed development, the existing infrastructure can adequately convey the 10-year storm event. This would include a hydraulic analysis of the pipe conveyance and basin inlet capacity. Additionally, I would recommend an analysis of the 25-year storm be performed so the Town can understand the effect of this development during a more severe rain event.
3. I also recommend the applicant perform a peak flow analysis comparing the pre- and post-stormwater runoff rate from the development for the 25, 50 and 100-year events and provide a narrative summarizing these results and why the increase in peak flow will not cause or exacerbate downstream flooding in the street or at the discharge point at 235B Upper Pattagansett Road.

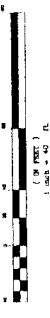
EXHIBIT 2



LEGEND

- 1 DEEP 18" TRENCH
- 2 DEEP 12" TRENCH
- 3 IRON PIPE 12" DIA. 30' SL. MONUMENT TO BE SET
- 4 PROPOSED CONTROLLER
- 5 BUILDING LINE
- 6 UNITS ARE UNNUMBERED, CABLE "UNITED"
- 7 PROPOSED 3/4" DIA. 10' DIA. UNIT
- 8 EXISTING 3/4" DIA. UNIT
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GRADING AND E&S PLAN
LOTS 11, 12, 13, 14, & 28
NOTTINGHAM HILLS SUBDIVISION
PHASE 3
NIANTIC REAL ESTATE, LLC
East Lyme, Connecticut
SHEET SD4 AUGUST 1, 2005



J. ROBERT PEANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
 11 GRANVILLE STREET, EAST LYMES, CONNECTICUT 06387
 TEL: 860-439-9216 FAX: 860-439-0983

- NOTES**
1. UNDESIGNATED AREAS ON THIS PLAN CAN BE EXEMPTED FROM THE REQUIREMENTS OF THE CONNECTICUT SUBDIVISION ACT.
 2. THE PLAN IS TO BE CONSIDERED AS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION AS SHOWN UNLESS OTHERWISE NOTED.
 3. THE DESIGN ENGINEER, TOWN ENGINEER AND THE BUILDING OFFICIAL SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAN.
 4. THE PLAN IS THE PROPERTY OF THE LAND OWNER AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
 5. FINAL DESIGN OF ALL TO BE COMPLETED BY THE WALL MANUFACTURER.

NO.	DESCRIPTION	DATE	BY
1	DESIGNED	7/27/05	JRP
2	CHECKED	8/1/05	JRP
3	APPROVED	8/1/05	JRP
4	ISSUED	8/1/05	JRP
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NOTES

1. LANDSCAPE SHOW ON THE PLANS CAN BE ELIMINATED AT THE TIME OF CONSTRUCTION AT THE DISCRETION OF THE LAND OWNER. LANDSCAPE CAN ALSO BE ADDED IN AREAS WHERE THE DESIGNER HAS INDICATED WITH A DOTTED LINE.
2. WALL FOOTING AND DRAINS TO BE ADJUSTED PRIOR TO PLACING OF WALL.
3. IN THE DESIGNER'S OPINION, THE WALLS SHOULD BE CONSTRUCTED WITH A MINIMUM OF 12" AND FREE DRAINING MATERIAL TO BE PLACED UNDER THE WALLS.
4. MAINTENANCE AND REPAIRS OF WALLS ARE THE LAND OWNER'S RESPONSIBILITY FOR THE LIFE OF THE WALLS.
5. FINAL DESIGN OF WALLS TO BE COMPLETED BY THE WALL MANUFACTURER'S ENGINEER.

813-627-527

LEGEND

- 1. DEEP TEST HOLE
- 2. PROPOSED WALL
- 3. PROPOSED FOUNDATION
- 4. PROPOSED CONTOUR
- 5. BUILDING LINE
- 6. INTERLUMEN CABLE (TUEC)
- 7. PROPOSED SERVICE LINE
- 8. EXISTING SERVICE LINE
- 9. EXISTING SPOT ELEVATION
- 10. EXISTING SPOT ELEVATION
- 11. PROPOSED SPOT ELEVATION
- 12. FINISH BENT CLEARANCE
- 13. FINISH BENT CLEARANCE
- 14. FINISH GARAGE FLOOR
- 15. FINISH GARAGE FLOOR
- 16. METAL DECK FLOOR
- 17. EXISTING WOODS ROAD
- 18. SERVICE HOUSE LOCATION
- 19. SAND
- 20. SOIL TYPE DEFINITION
- 21. SOIL TYPE
- 22. SPACE TREE TO BE PLANTED
- 23. UNIT W/LANDS REVIEW AREA
- 24. CATCH BASIN

NO.	DATE	DESCRIPTION	BY
1	12-20-05	WALLS	WJ
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GRADING AND E&S PLAN
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 NOTTINGHAM HILLS SUBDIVISION
 PHASE 3
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 East Lyme, Connecticut
 SHEET SD5 AUGUST 1, 2005



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 TEL: 860-739-6216 FAX: 860-739-0935

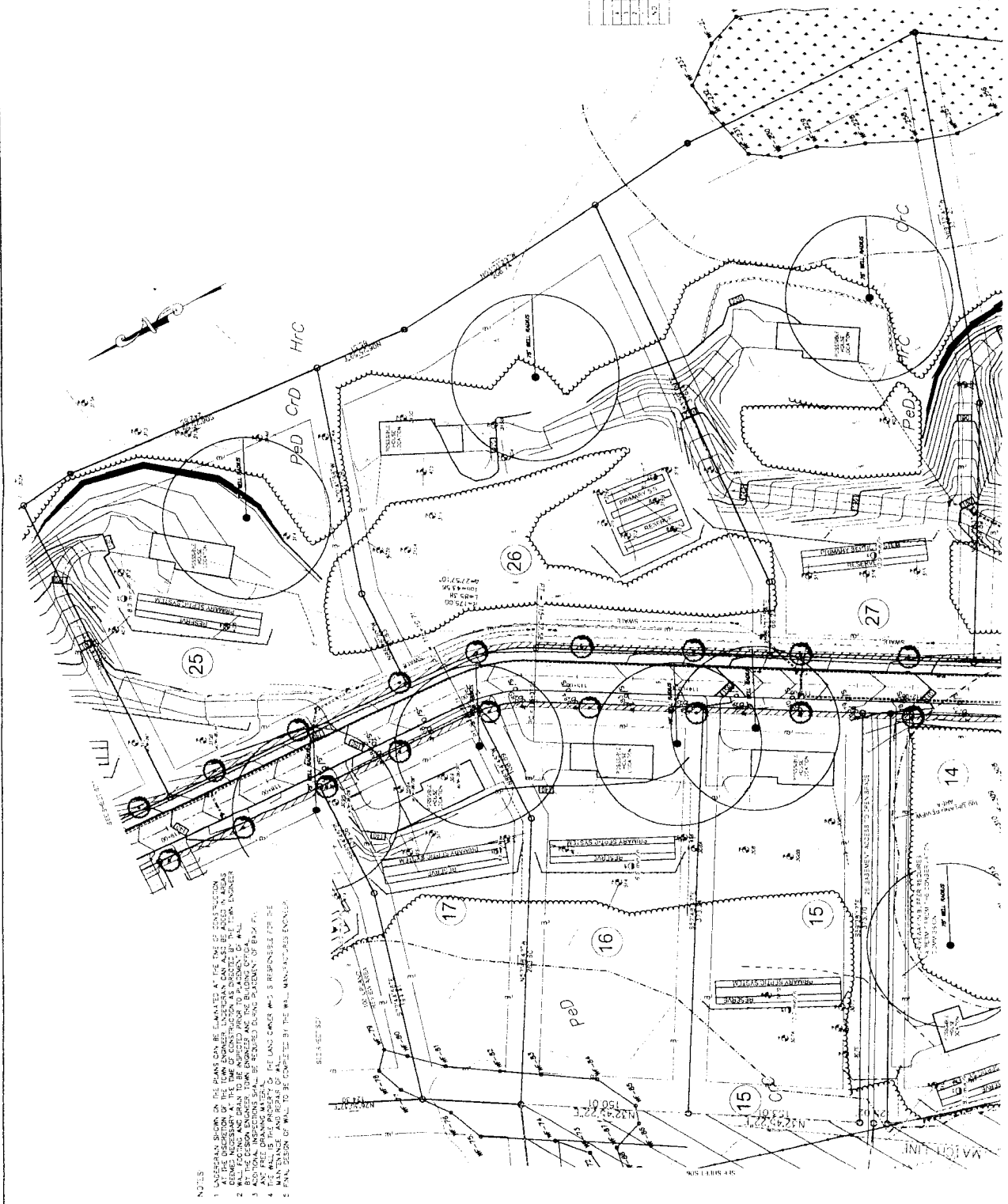


EXHIBIT 3

1553

WARRANTY DEED-STATUTORY FORM

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY, a Connecticut Limited Liability Company with its principal place of business in the Town of East Lyme and State of Connecticut, for consideration paid, TOWN OF EAST LYME, a municipal corporation located in the County of New London and State of Connecticut AND ONE DOLLAR AND OTHER VALUABLE CONSIDERATION (\$1.00) DOLLAR, grant to TOWN OF EAST LYME, of the Town of East Lyme, County of New London and State of Connecticut, with WARRANTY COVENANTS

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

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

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

The Grantees herein assume and agree to pay any and all taxes and/or assessments on the property being conveyed by this deed and hereinafter coming due.

Signed this 12th day of February, 2015.

WITNESSED BY:

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

Cordelia R Graves
Cordelia R Graves
Theodore A. L...

By:

JPT

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

Personally appeared, Jeffrey P. Torrance Member of NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY, 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 LIMITED LIABILITY COMPANY, before me.

Cordelia R Graves
Cordelia R. Graves
Commissioner of the Superior Court
Notary Public
My commission expires: June 30, 2017

NO
CONVEYANCE TAXES COLLECTED

Lesley A. Blais
TOWN CLERK OF EAST LYME

SCHEDULE "A"
KENSINGTON DRIVE & UPPER KENSINGTON DRIVE

That certain piece or parcel of land shown as Kensington Drive and Upper Kensington Drive on two certain maps or plans entitled, "LOT LAYOUT NOTTINGHAM HILLS SUBDIVISION PHASE II A NIAN TIC REAL ESTATE, LLC East Lyme, Connecticut, SHEET SD2, APRIL 10, 2004 REVISED THROUGH 7/10/04, J. ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS" and "BOUNDARY LOT LAYOUT UPPER KENSINGTON DRIVE NOTTINGHAM HILLS SUBDIVISION PHASE 3 NIAN TIC REAL ESTATE, LLC East Lyme, Connecticut SHEET SD2 AUGUST 1, 2005, revised through 12/2/2005, J. ROBERT PFANNER & ASSOCIATES, P.C.", which map or plans are recorded in the Town Clerk's Office, Town of East Lyme and more particularly bounded and described as follows:

Beginning at a point in the westerly line of Kensington Drive, which point marks the southwesterly corner of the within described tract; thence running northerly following the arc of a curve, having a radius of 130 feet, a distance of 39.02 feet to a point; thence running north $16^{\circ} 00' 36''$ E, a distance of 23.40 feet to a point; thence turning and running Northerly, Northwesterly and Westerly, following the arc of a curve, having a radius of 20 feet, a distance of 31.42 feet to a point; thence running North $73^{\circ} 59' 24''$ West, a distance of 74.37 feet to a point; thence running Northwesterly following the arc of a curve, having a radius of 185 feet, a distance of 141.76 feet to a point; thence running Northwesterly, following the arc of a curve, having a radius of 185 feet, a distance of 44.96 feet to a point; thence running Northwesterly and Northerly, following the arc of a curve, having a radius of 185 feet, a distance of 85.56 feet to a point; thence running North $03^{\circ} 35' 19''$ W, a distance of 179.12 feet to a point; thence running North $03^{\circ} 35' 19''$ W, a distance of 159.34 feet to a point; thence running Northerly and Northeasterly, following the arc of a curve, having a radius of 225 feet, a distance of 140.49 feet to a point; thence running North $31^{\circ} 42' 25''$ E, a distance of 150.01 feet to a point; thence running North $31^{\circ} 42' 25''$ E, a distance of 159.09 feet to a point; thence running North $31^{\circ} 42' 25''$ E, a distance of 130.03 feet to a point; thence running North $30^{\circ} 31' 43''$ E, a distance of 25.00 feet to a point; thence running North $31^{\circ} 54' 51''$ E, a distance of 142.13 feet to a point; thence running North $31^{\circ} 42' 25''$ E, a distance of 151.09 feet to a point; thence running Northerly, following the arc of a curve, having a radius of 125 feet, a distance of 52.37 feet to a point; thence running North $05^{\circ} 43' 43''$ E, a distance of 8.61 feet to a point; thence running North $03^{\circ} 45' 15''$ E, a distance of 148.87 feet to a point; thence running North $03^{\circ} 45' 15''$ E, a distance of 160.00 feet to a point; thence running North $03^{\circ} 45' 15''$ E, a distance of 25.00 feet to a point; thence running North $03^{\circ} 45' 15''$ E, a distance of 25.00 feet to a point; thence running North $03^{\circ} 45' 15''$ E, a distance of 109.00 feet to a point; thence running Northerly, following the arc of a curve, having a radius of 30 feet, a distance of 24.38 feet to a point; thence running Northerly and Northeasterly, following the arc of a curve, having a radius of 50 feet, a distance of 93.00 feet to a point; thence running North $03^{\circ} 45' 15''$ E, a distance of 21.73 feet to a point; thence turning and running South $74^{\circ} 52' 39''$ E, a distance of 39.98 feet to a point; thence running South $74^{\circ} 52' 39''$ E, a distance of 39.48 feet to a point; thence turning and running South $03^{\circ} 45' 15''$ W, a distance of 47.96 feet to a point; thence running Southwesterly, following the arc of a curve, having a radius of 50 feet, a distance of 42.63 feet to a point; thence running Southwesterly and Southerly, following the arc of a curve, having a radius of 30 feet, a distance of 24.38 feet to a point; thence running South $03^{\circ} 45' 15''$ W, a distance of 194.25 feet to a point; thence running South $03^{\circ} 45' 15''$ W, a distance

of 237.00 feet to a point; thence running South 03° 45' 15" W, a distance of 36.62 feet to a point; thence running Southerly and Southwesterly, following the arc of a curve, having a radius of 175 feet, a distance of 85.38 feet to a point; thence running South 31° 42' 25" W, a distance of 208.78 feet to a point; thence running South 31° 42' 25" W, a distance of 183.00 feet to a point; thence running South 31° 42' 25" W, a distance of 258.57 feet to a point; thence running South 31° 42' 25" W, a distance of 107.41 feet to a point; thence running Southerly and Southeasterly, following the arc of a curve, having a radius of 175 feet, a distance of 109.27 feet to a point; thence running Southeast 03° 35' 19" E, a distance of 62.42 feet to a point; thence running South 03° 35' 19" E, a distance of 75.48 feet to a point; thence running South 03° 35' 19" E, a distance of 179.12 feet to a point; thence running Southerly and Southeasterly, following the arc of a curve, having a radius of 135 feet, a distance of 57.51 feet to a point; thence running Southeasterly, following the arc of a curve, having a radius of 135 feet, a distance of 165.88 feet to a point; thence running South 73° 59' 24" E, a distance of 139.99 feet to a point; thence turning and running South 12° 36' 13" W, a distance of 50.00 feet to a point; thence turning and running Westerly and Southwesterly, following the arc of a curve, having a radius of 20 feet, a distance of 30.23 feet to a point; thence running South 16° 00' 36" W, a distance of 24.38 feet to a point; thence running Southerly, following the arc of a curve, having a radius of 180 feet; a distance of 54.03 feet to a point; thence running North 56° 47' 25" W, a distance of 50.00 feet to the point and place of beginning.

Recorded June 17, 20 15

AM

1:30 PM Lesley A. Blais

East Lyme Town Clerk

EXHIBIT 4

DRAINAGE EASEMENT

1554

NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY, hereby grants, gives, bargains and sells unto the TOWN OF EAST LYME WITH WARRANTY COVENANTS, the following Easement:

The non-exclusive right and authority to perpetually maintain a drainage pipe and to drain, including the right to lay, maintain, operate, construct, alter, repair or replace the same in and through and into the following specific areas as hereinafter described as follows:

DRAINAGE EASEMENT 1

That certain piece or parcel of land shown on a map or plan entitled, "BOUNDARY LOT LAYOUT AND OPEN SPACE UPPER KENSINGTON DRIVE, NOTTINGHAM HILLS SUBDIVISION PHASE 3 NIANTIC REAL ESTATE, LLC, East Lyme, Connecticut SHEET SD2 AUGUST 1, 2005 REV. THRU 12/2/05", and more particularly bounded and described as follows:

Beginning at a point which point marks the southwesterly corner of the within described easement, and the northeasterly corner of Lot 22 as shown on said plan; thence running north 26° 15' 06" west, a distance of 50.00 feet to a point; thence turning and running north 63° 44' 54" east, a distance of 30.00 feet to a point; thence turning and running south 26° 15' 06" east, a distance of 76.43 feet to a point; thence turning and running north 74° 52' 39" west, a distance of 39.98 feet to the point and place of beginning.

DRAINAGE EASEMENT 2

A certain piece or parcel of land shown as "20' Drainage Easement" on a map or plan entitled, "BOUNDARY LOT LAYOUT AND OPEN SPACE UPPER KENSINGTON DRIVE, NOTTINGHAM HILLS SUBDIVISION PHASE 3 NIANTIC REAL ESTATE, LLC, East Lyme, Connecticut SHEET SD2 AUGUST 1, 2005 REV. THRU 12/2/05", and more particularly bounded and described as follows:

Beginning at a point in the westerly line of Upper Kensington Drive, which point marks the northeasterly corner of the within described easement, and the southeasterly corner of Lot 13, as shown on said plan; thence running north 57° 48' 47" west, a distance of 78.73 feet to a point; thence running north 75° 25' 58" west, a distance of 238.90 feet to a point; thence turning and running north 18° 24' 45" east, a distance of 10.00 feet to a point as shown on said plan; thence turning and running north 75° 25' 58" west, a distance of 40.00 feet to a point; thence turning and running south 18° 24' 45" west, a distance of 40.00 feet to a point; thence turning and running south 75° 25' 58" east, a distance of 40.00 feet to a point; thence turning and running north 18° 24' 45" east, a distance of 10.00 feet to a point; thence turning and running south 75° 25' 58" east, a distance of 238.90 feet to a point; thence running south 57° 48' 47" east, to a point in the westerly line of Upper Kensington Drive; thence turning and running along the westerly line of Upper Kensington Drive, a distance of 20.00 feet to the point and place of beginning.

DRAINAGE EASEMENT 3

That certain piece or parcel of land designated as "Drainage Easement" on a map or plan entitled, "LOT LAYOUT NOTTINGHAM HILLS SUBDIVISION PHASE II A NIANTIC REAL ESTATE, LLC East Lyme, Connecticut SHEET SD2 April 10, 2014", and more particularly bounded and described as follows:

Beginning at a point which point marks the northeasterly corner of the within described Drainage Easement in the westerly line of Upper Kensington Drive; thence running south 03° 35' 19"

NO

CONVEYANCE TAXES COLLECTED

Lesley A. Blair
TOWN CLERK OF EAST LYME

east, a distance of 30.00 feet to a point; thence running southerly and southeasterly following an arc of a curve, having a radius of 185 feet, a distance of 85.56 feet to a point; thence turning and running south 60° 07' 28" west, a distance of 131.44 feet to a point; thence turning and running north 23° 09' 42" west, a distance of 57.26 feet to a point; thence running north 03° 35' 19" west, a distance of 70.89 feet to a point; thence turning and running north 71° 07' 00" east, a distance of 58.86 feet to the point and place of beginning.

DRAINAGE EASEMENT 4

That certain piece or parcel of land designated as "Drainage Easement" on a map or plan entitled, "LOT LAYOUT NOTTINGHAM HILLS SUBDIVISION PHASE II A NIANTIC REAL ESTATE, LLC East Lyme, Connecticut SHEET SD2 April 10, 2014", and more particularly bounded and described as follows:

Beginning at a point which point marks the northwesterly corner of the within described easement and the easterly line of Upper Kensington Drive; thence running north 73° 59' 34" east, a distance of 45.00 feet to a point; thence running south 08° 44' 53" east, a distance of 49.19 feet to a point; thence turning and running south 62° 00' 12" west, a distance of 39.87 feet to a point in the easterly line of Upper Kensington Drive; thence running northerly following the arc of a curve, having a radius of 135 feet, a distance of 57.51 feet to the point and place of beginning.

Reserving to the Grantor, its successors and assigns, all rights in and to the Easement Area not inconsistent with the rights herein granted.

Dated at Niantic this 13th day of February, 2015.

NIANTIC REAL ESTATE LIMITED
LIABILITY COMPANY

Cordelia R. Graves
Cordelia R. Graves
Theodore A. Blais

By: Jeffrey P. Torrance
Jeffrey P. Torrance, Managing Member
Duly Authorized

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

Personally appeared, Jeffrey P. Torrance, Managing Member of NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY, 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 LIMITED LIABILITY COMPANY, before me.

Cordelia R. Graves
Cordelia R. Graves
Notary Public
My commission expires:
June 30, 2017

Recorded June 17, 2015
AM
1:31 PM Lesly A. Blais
East Lyme Town Clerk

EXHIBIT 5

Drainage Discharge # 4 - Phase 3

UPPER KENSINGTON DRIVE

Drainage Discharge # 3 -
Phase 3 ☆

Drainage Discharge # 2 -
Phase 2 ☆

Tigre & Bond

Nottingham Hills Subdivision Phases 2 & 3

5/28/2022 8:24:11 AM

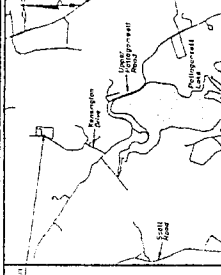
Scale: 1"=300'

Scale is approximate

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



EXHIBIT 6

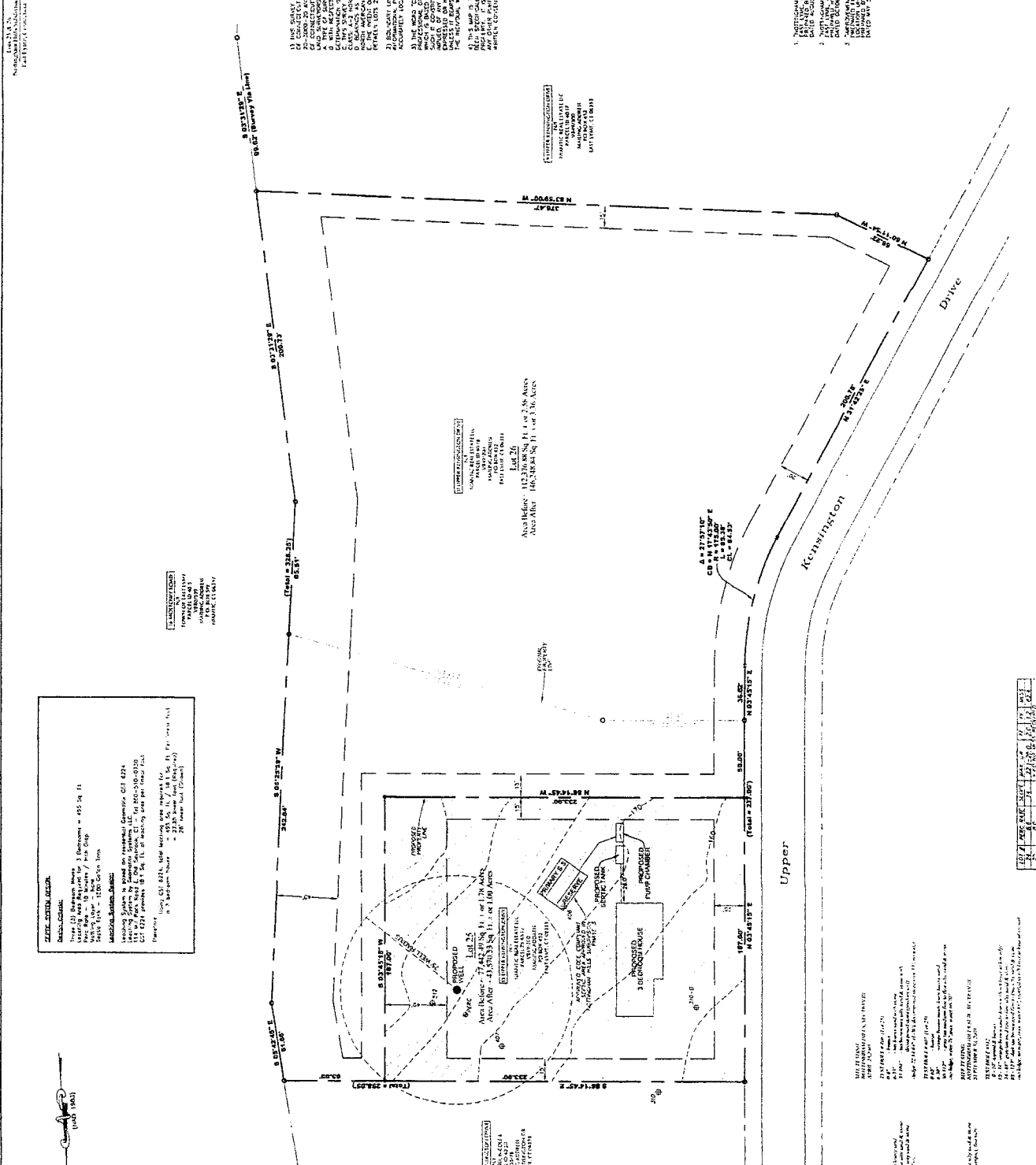


Notes
 1. THIS MAP WAS PREPARED BY THE ENGINEER IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT REGISTERED PROFESSIONAL ENGINEER ACT AND THE STATE OF CONNECTICUT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE RECORD MAP AND HAS FOUND IT TO BE CORRECT AND COMPLETE. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY PARTY THAT THE PROPERTY IS NOT AS SHOWN ON THE RECORD MAP. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY PARTY THAT THE PROPERTY IS NOT AS SHOWN ON THE RECORD MAP. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY PARTY THAT THE PROPERTY IS NOT AS SHOWN ON THE RECORD MAP.

Legend

SYMBOL	DESCRIPTION
○	PROPERTY CORNER
●	WELL
○	WELL / MACHINE
○	TEST HOLE
○	PIECE TEST
○	PROPERTY LINE CORNER
---	STORAGE LINE
---	ROW OR EASEMENT
---	DETAILED ANGLE
---	STORM DRAINAGE
---	ROADS
---	UTILITY
---	ORIGIN LENGTH

Reference Maps
 1. RECORD MAP OF HILLS SUBDIVISION, PART 3, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 2. RECORD MAP OF HILLS SUBDIVISION, PART 4, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 3. RECORD MAP OF HILLS SUBDIVISION, PART 5, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 4. RECORD MAP OF HILLS SUBDIVISION, PART 6, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 5. RECORD MAP OF HILLS SUBDIVISION, PART 7, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 6. RECORD MAP OF HILLS SUBDIVISION, PART 8, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 7. RECORD MAP OF HILLS SUBDIVISION, PART 9, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.
 8. RECORD MAP OF HILLS SUBDIVISION, PART 10, HARTFORD, CONNECTICUT, 1988, PREPARED BY G. W. HARRIS, REGISTERED PROFESSIONAL ENGINEER.



Notes
 1. THIS MAP WAS PREPARED BY THE ENGINEER IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT REGISTERED PROFESSIONAL ENGINEER ACT AND THE STATE OF CONNECTICUT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE RECORD MAP AND HAS FOUND IT TO BE CORRECT AND COMPLETE. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY PARTY THAT THE PROPERTY IS NOT AS SHOWN ON THE RECORD MAP. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY PARTY THAT THE PROPERTY IS NOT AS SHOWN ON THE RECORD MAP. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY AND HAS NOT BEEN ADVISED BY ANY PARTY THAT THE PROPERTY IS NOT AS SHOWN ON THE RECORD MAP.

EXHIBIT 7

Town of



East Lyme

108 Pennsylvania Ave
Niantic, Connecticut 06357

Phone: (860) 691-4114

Fax: (860) 860-691-0351

P.O. Drawer 519

Department of Planning &
Inland Wetlands Agency

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

October 14, 2021

Kristen Clarke, P.E.
20 Risingwood Drive
Bow, NH 03304

Via Certified Mail: 7021 0350 0002 2802 9924

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

Via Certified Mail: 7021 0350 0002 2802 9917

RE: Application of Kristen T. Clarke, P.E. for a Lot Line Revision Lots, 26, 27, & 28 (11, 9, & 5 Upper Kensington Drive respectively)

Dear Ms. Clarke and Mr. Geraghty,

The East Lyme Planning Commission at their meeting of October 12, 2021, pursuant to Section 4-9 of the East Lyme Subdivision Regulations, deemed the above referenced Application for a Lot Line Revision and 4-sheet plan set entitled "Lot Line Revision Plan, Nottingham Hills Subdivision Lots 26, 27, & 28, dated January 24, 2020 revised through August 2, 2021 prepared by Donald L. Gesick Jr., L.S. of Gesick & Associates, P.C., 19 Cedar Island Ave, Clinton, CT," COMPLETE. As such, pursuant to Section 4-7 of the East Lyme Subdivision Regulations the above referenced Lot Line Revision is hereby APPROVED.

Please be advised, a Mylar signed, sealed, and certified by a land surveyor licensed in the state of Connecticut must be signed by the Chairman or Secretary of the Planning Commission or the Director of Planning with the date of approval noted thereon and be filed with the Town Clerk.

If you have any further questions, please do not hesitate to contact me at (860) 691-4105 or visit the East Lyme Planning Department.

Sincerely,

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

Cc: Kirk Scott, Chairman East Lyme Planning Commission
Mark C. Nickerson, First Selectman
William Mulholland, Zoning Official
Steven Mansfield, Director of Health, Ledge Light Health District
Wendy Arnold-Brown, R.S., Ledge Light Health District
Danielle Holmes, R.S., Ledge Light Health District

Legend

Reference Maps

Zoning Compliance Chart

Notes

Location Map

- Proposed Lot Lines
- Existing Lot Lines
- Proposed Easements
- Proposed Right-of-Way
- Proposed Driveways
- Proposed Structures
- Proposed Utilities
- Proposed Trees
- Proposed Fences
- Proposed Paved Areas
- Proposed Gravel Areas
- Proposed Grass Areas
- Proposed Wooded Areas
- Proposed Wetland Areas
- Proposed Flood Hazard Areas
- Proposed Survey Points
- Proposed Survey Lines
- Proposed Survey Bearings
- Proposed Survey Distances
- Proposed Survey Area

Notes

1. All bearings and distances are given in feet and inches to the nearest 1/16th of an inch.

2. All bearings are given in degrees, minutes and seconds to the nearest second.

3. All distances are given in feet and inches to the nearest 1/16th of an inch.

4. All areas are given in square feet to the nearest square foot.

5. All bearings and distances are given in feet and inches to the nearest 1/16th of an inch.

6. All bearings are given in degrees, minutes and seconds to the nearest second.

7. All distances are given in feet and inches to the nearest 1/16th of an inch.

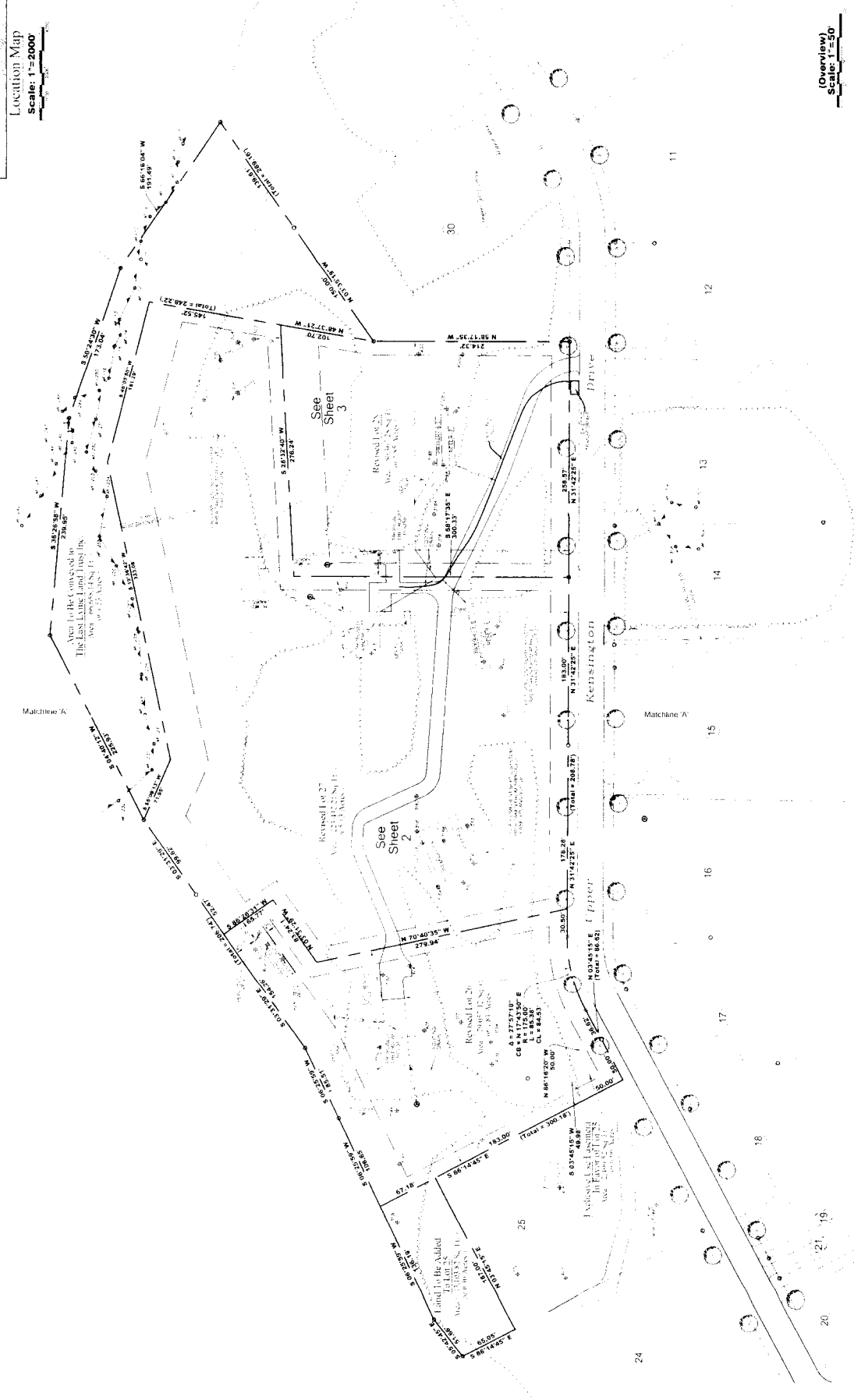
8. All areas are given in square feet to the nearest square foot.

9. All bearings and distances are given in feet and inches to the nearest 1/16th of an inch.

10. All bearings are given in degrees, minutes and seconds to the nearest second.

11. All distances are given in feet and inches to the nearest 1/16th of an inch.

12. All areas are given in square feet to the nearest square foot.



(Overview)
 Scale: 1"=50'

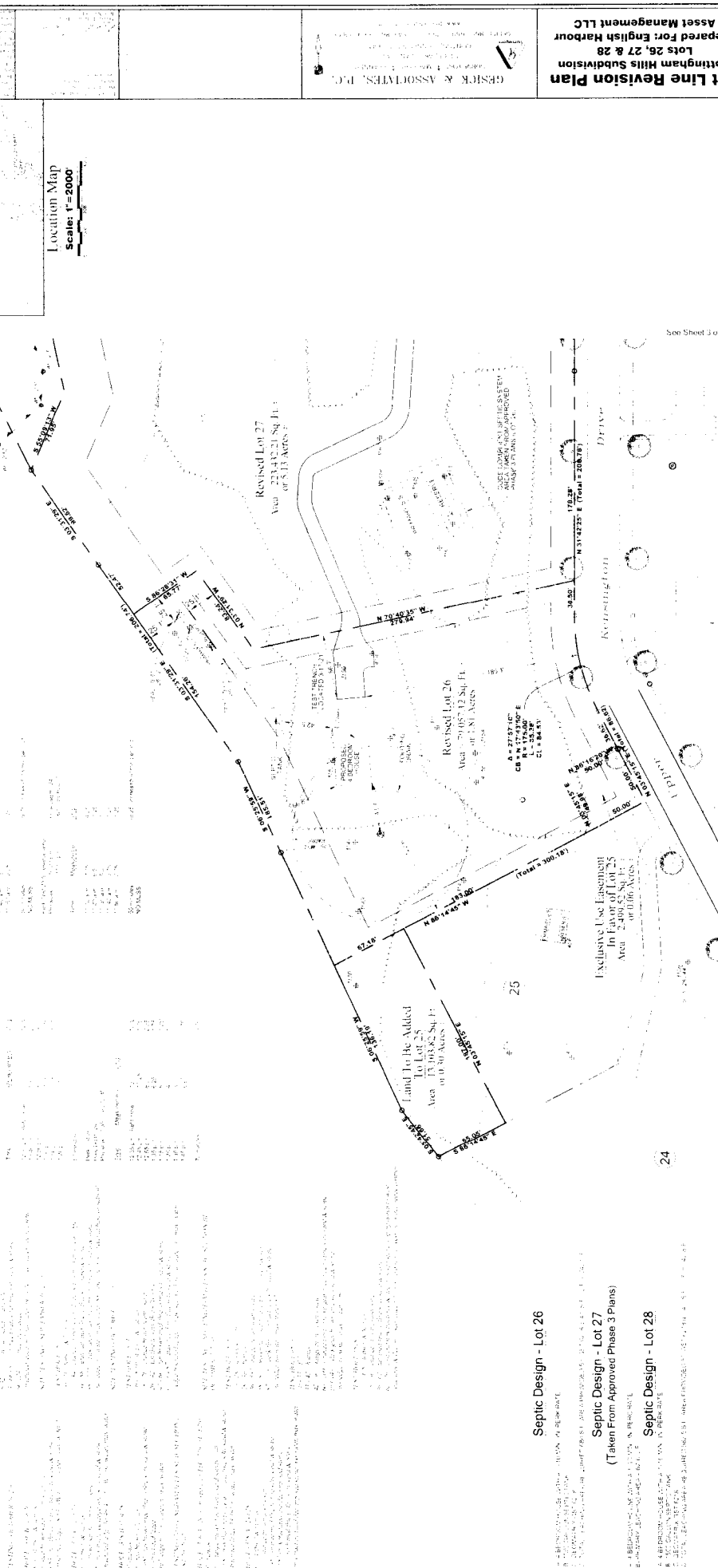
PERK TESTS CONDUCTED 12/6/2020
 Manager
 ENGLISH HARBOUR ASSET MANAGEMENT LLC

PERK TESTS CONDUCTED 7/17/2021
 Test Conducted By Kristen Clarke PE, Manager
 ENGLISH HARBOUR ASSET MANAGEMENT LLC

DATE: 12/6/2020
 TIME: 8:30 AM
 LOCATION: LOT 26

TESTER: KRISTEN CLARKE PE
 PROJECT: ENGLISH HARBOUR SUBDIVISION

TEST RESULTS:
 1. PERMEABILITY: 1.5 INCHES PER HOUR
 2. INFILTRATION RATE: 0.5 GALLONS PER HOUR PER SQUARE FOOT
 3. SOIL TYPE: SANDY SILT
 4. WATER TABLE DEPTH: 1.5 FEET



Septic Design - Lot 26
 (Taken From Approved Phase 3 Plans)

Septic Design - Lot 27
 (Taken From Approved Phase 3 Plans)

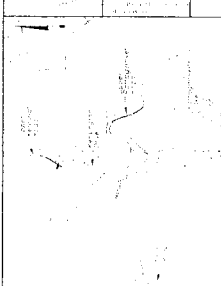
Septic Design - Lot 28
 (Taken From Approved Phase 3 Plans)

Lot 26 Area: 3.11 Acres
 Lot 27 Area: 3.11 Acres
 Lot 28 Area: 3.11 Acres

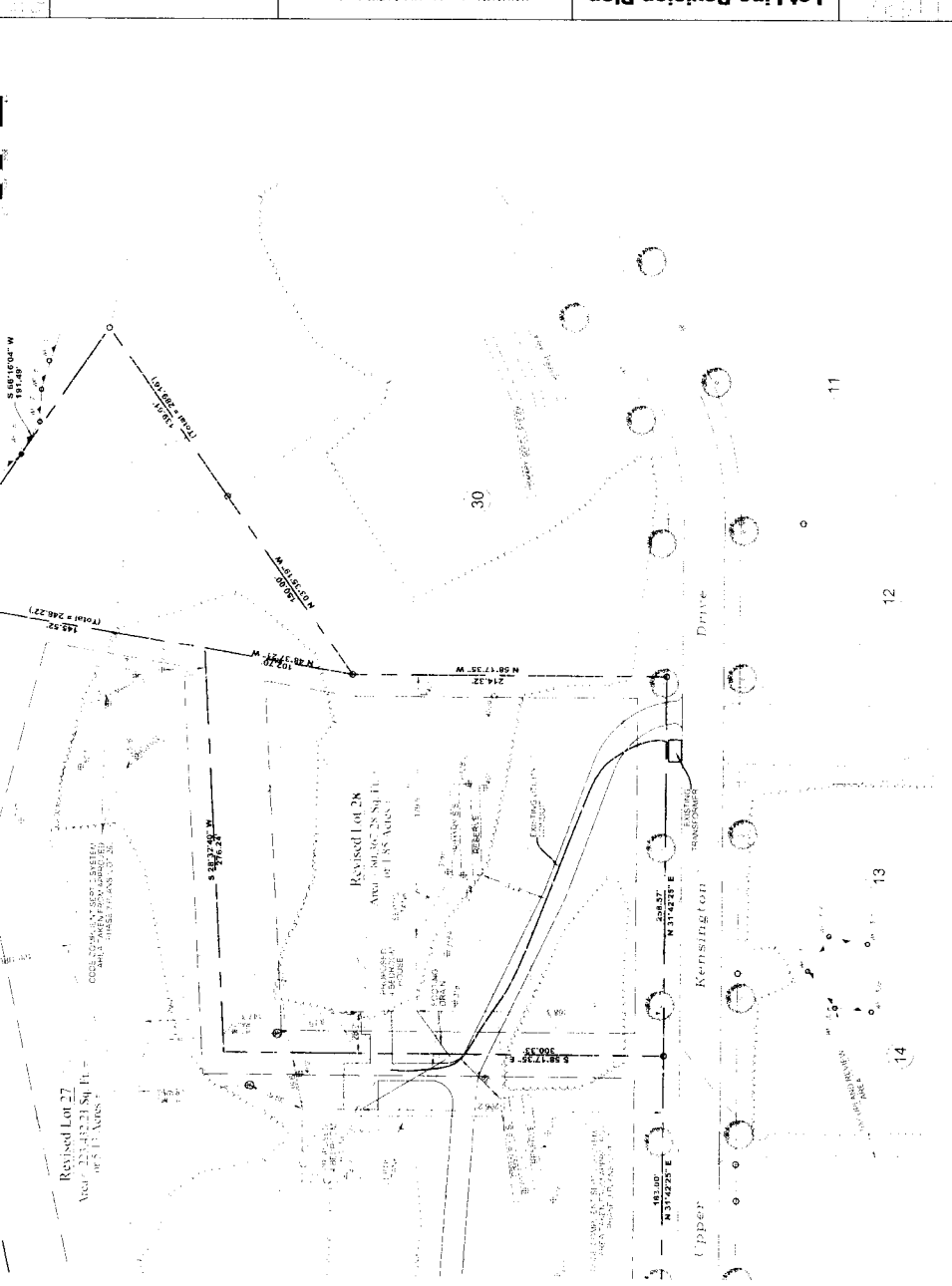
Scale: 1" = 40'

For Legend See Sheet 1 of 4

2 of 4



Location Map
Scale: 1"=2000'



Scale: 1"=40'

For Legend See Sheet 1 of 4

Mark Howe W

Site Sheet 2 of 4

PERK TESTS CONDUCTED 7/17/2021
 TESTS CONDUCTED BY KIRAN CHAKRA PE MANAGER
 ENGLISH HARBOUR ASSET MANAGEMENT LLC

PERK TESTS CONDUCTED 10/6/2020
 TESTS CONDUCTED BY KIRAN CHAKRA PE MANAGER
 ENGLISH HARBOUR ASSET MANAGEMENT LLC

1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ENGLISH HARBOUR ASSET MANAGEMENT LLC AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS INFORMATION IS STRICTLY PROHIBITED.

2. THE INFORMATION CONTAINED HEREIN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.

3. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

4. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

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19. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

20. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

Septic Design - Lot 26

Septic Design - Lot 27
 (Taken From Approved Phase 3 Plans)

Septic Design - Lot 28

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14. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

15. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

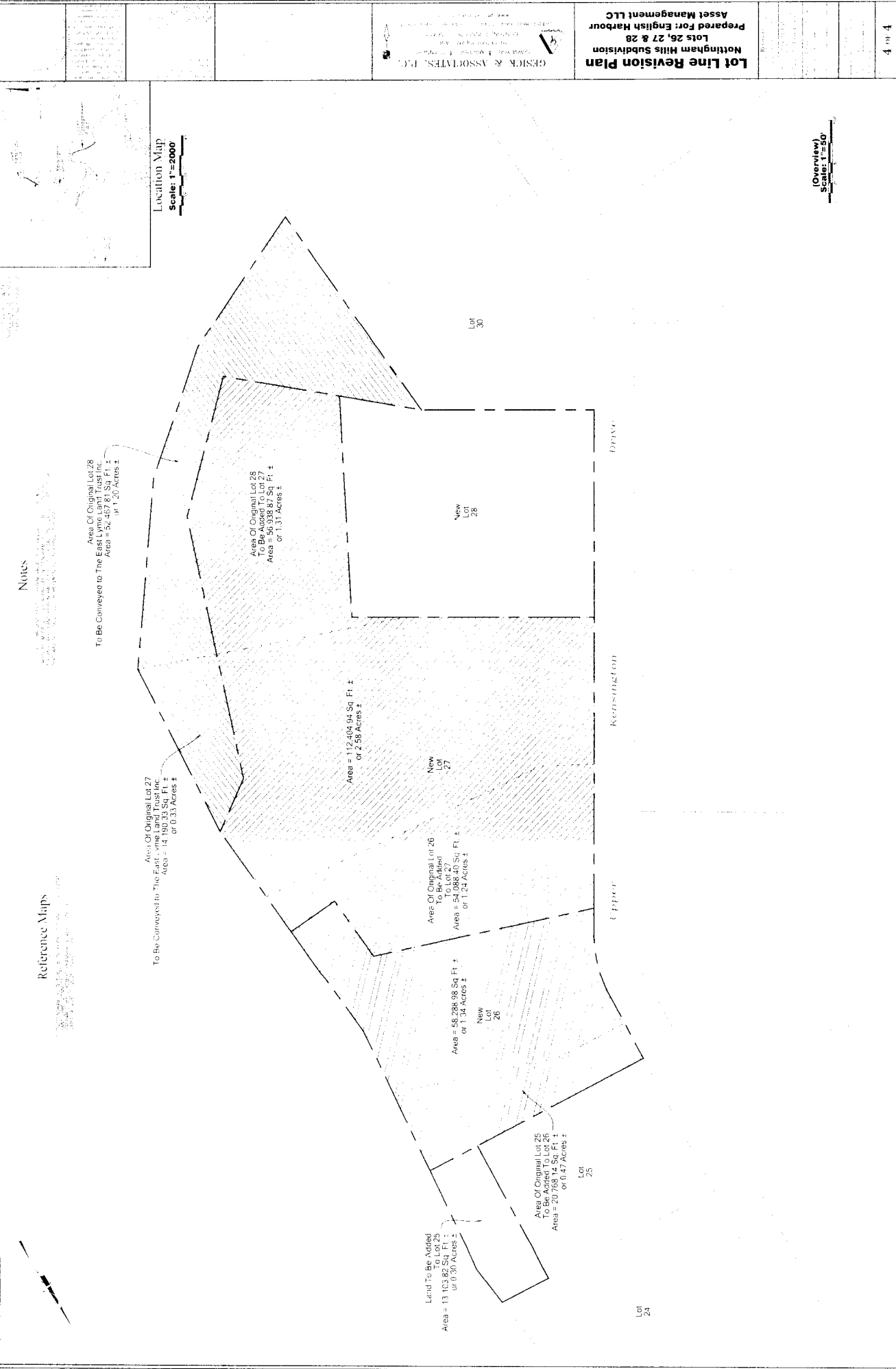
16. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

17. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

18. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

19. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

20. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES.



Notes

To Be Conveyed to The East Lyme Land Trust, Inc.
 Area = 56,938.87 Sq. Ft. ±
 or 1.20 Acres ±

To Be Conveyed to The East Lyme Land Trust, Inc.
 Area = 112,404.04 Sq. Ft. ±
 or 2.58 Acres ±

Area Of Original Lot 28
 Area = 56,938.87 Sq. Ft. ±
 or 1.31 Acres ±

Area = 112,404.04 Sq. Ft. ±
 or 2.58 Acres ±

Land To Be Added
 Area = 13,103.82 Sq. Ft. ±
 or 0.30 Acres ±

Area = 56,288.98 Sq. Ft. ±
 or 1.34 Acres ±

Area Of Original Lot 26
 To Be Added
 Area = 54,088.40 Sq. Ft. ±
 or 1.24 Acres ±

Area Of Original Lot 26
 To Be Added
 Area = 20,768.14 Sq. Ft. ±
 or 0.47 Acres ±

Lot 24

Lot 30

Reference Maps

1:10,000
 1:25,000
 1:50,000
 1:100,000
 1:200,000
 1:500,000
 1:1,000,000

Location Map
 Scale: 1"=2000'

(Overview)
 Scale: 1"=50'

EXHIBIT 8

QUIT CLAIM DEED-STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE
NIANTIC REAL ESTATE LLC of the Town of East Lyme County of New London and State of Connecticut, for consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration grants to the **EAST LYME LAND TRUST, INC.** of the Town of East Lyme, County of New London and State of Connecticut with **QUIT CLAIM COVENANTS**, all that certain piece or parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut, being further bounded and described on Schedule A attached hereto.

The intent of this deed is to separate out that portion of Lot 27 (aka 9 Upper Kensington Drive) and Lot 28 (aka 5 Upper Kensington Drive) referenced as "Area to be Conveyed to the East Lyme Land Trust, Inc" 66,658.14 ± Sq. Ft./1.53 ± on a plan recorded in the Town of East Lyme Land Records entitled Lot Line Revision Plan, Nottingham Hills Subdivision, Lots 26, 27 and 28, East Lyme, Connecticut prepared for English Harbour Asset Management LLC dated January 24, 2020 revised through 8/2/2021 by Gesick & Associates P.C., 19 Cedar Island Ave., Clinton, Connecticut 06413.

NO CONVEYANCE TAX RECEIVED
KAREN MILLER GALBO
EAST LYME, CT TOWN CLERK

Said Premises are conveyed subject to:

Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.

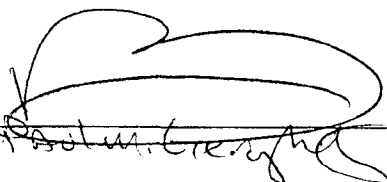
The continued right of the grantor and or its assigns to use said property for stormwater management and or storm water discharge inclusive of the right to

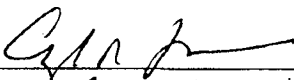
VOL: 1079 PG: 662
INST: 00001296

construct drainage structures and other drainage related improvements in their sole and absolute discretion.

IN WITNESS WHEREOF, the Grantor(s) has/have caused these presents to be executed on this ^{20th} day of February 2022.

Witnessed by:


Paul M. Grogan

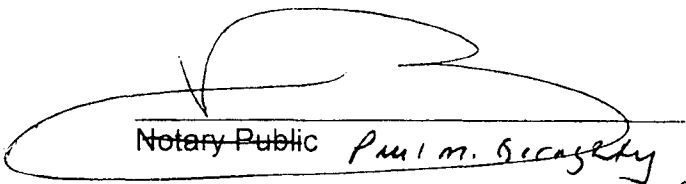

Cheryl R. Larker

NIANTIC REAL ESTATE LLC

By: 
Jeffrey A. Torrance
Its Assistant Manager, duly authorized

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

On this ^{8th} day of February, 2022, before me, the undersigned officer, personally appeared Jeffrey A. Torrance as Assistant Manager of Niantic Real Estate LLC, known to me (or satisfactorily proven) to be the persons whose name is transcribed to the foregoing document and acknowledged same to be his/her free act and deed, and the free act and deed of the company, before me.


Notary Public *Paul M. Grogan*
Commissioner of Superior Court

The East Lyme Land Trust, Inc. hereby acknowledges acceptance of the foregoing conveyance;

Signed, Sealed and Delivered
In the presence of;

EAST LYME LAND TRUST, INC.

Andrea Barron
Andrea L. Barron
Indu Jain
INDU JAIN

By: Ronald Luich
Ronald Luich- Its President
Duly authorized

STATE OF CONNECTICUT :
:
COUNTY OF NEW LONDON :

ss. New London

The foregoing instrument was acknowledged before me this ___ day of February, 2022
by Ronald Luich, President of the East Lyme Land Trust, Inc., a State of Connecticut corporation,
on behalf of the corporation

Andrea Barron
NOTARY
my Commission Expires
11/30/2026

RECEIVED FOR RECORD
Apr 27 2022 01:42:49P
Karen Miller Galbo
TOWN CLERK
EAST LYME, CT

EXHIBIT 9

Return to:
Pazz & Construction, LLC, 21 Darrows Ridge Road, East Lyme, CT. 06333

WARRANTY DEED

461

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

KNOW YE THAT NEW ENGLAND NATIONAL, LLC, a Connecticut limited liability company with its principal place of business in the Town of East Lyme, County of New London and State of Connecticut, hereinafter referred to as "Grantor," for good and valuable consideration received to my full satisfaction full satisfaction of PAZZ & CONSTRUCTION, LLC, hereinafter referred to as "Grantee," a Connecticut limited liability company with its principal place of business in the Town of East Lyme, County of New London and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said PAZZ & CONSTRUCTION, LLC all that certain piece or parcel of land, together with the buildings and improvements thereon, more particularly shown and described on the Schedule A which is attached hereto and made a part hereof.

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, to it and their own proper use and behoof.

AND ALSO, I, the said Grantor do for myself, my heirs, executors, administrators and assigns, covenant with the said Grantee, and with 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 I 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 hereinbefore mentioned.

AND FURTHERMORE, I the said Grantor, do by these presents bind myself, my heirs, executors and administrators and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to it the said Grantee and to its heirs, successors and assigns, against all claims and demands whatsoever except as hereinbefore mentioned.

IN WITNESS WHEREOF, Grantor has hereunto set his hand, name and seal, this 24th day of February, 2014.

Signed, Sealed and Delivered in presence of:

Carlynn Starz Milmore
Carlynn Starz Milmore

Cordelia R. Graves
Cordelia R. Graves

NEW ENGLAND NATIONAL, LLC
Jeffrey Torrance
By Jeffrey Torrance
Its Assistant Manager, Duly Authorized

NO
CONVEYANCE TAXES COLLECTED

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

Lesley A. Blais
TOWN CLERK OF EAST LYME

On this 24th day of February 2014, before me, the undersigned officer, personally appeared JEFFREY TORRANCE, duly authorized assistant manager of NEW ENGLAND NATIONAL, LLC known to me (or personally proven) to be the person whose name are subscribed to the within instrument and acknowledged that such signatures were executed for the purposes therein contained, as his free act and deed as such manager.

NO
CONVEYANCE TAXES COLLECTED

Lesley A. Blais
TOWN CLERK OF EAST LYME

Cordelia R. Graves
Notary / Commissioner of the Superior Court
Cordelia R. Graves

My Commission expires:
June 30, 2017

Schedule A

That certain piece or parcel of land shown as "Area to be conveyed from New England National to Pazz & Construction, LLC" on a map entitled "Improvement Location Survey Zoning, Lot Line Revision Prepared for Pazz & Construction LLC & New England National LLC, Location: 233 Upper Pattagansett Road, Scale 1 inch = 80 ft. Date: January 27, 2014" which map is on file in the office of the East Lyme Town Clerk in Map Drawer 6 Map No. 710.

Said parcel containing 152,926.9 S.F. (3.5 acres).

Said premises are conveyed subject to a conversation easement in favor of the Town of East Lyme dated January 10, 2011 and recorded May 12, 2011 at Volume 0870 Page 689 of the East Lyme Land Records.

Reserving to New England National, LLC, its successors and assigns, those certain retained rights over and on the conveyed property as identified in said Conservation Easement, including but not limited to paragraph 7(c) therein granted to the Town of East Lyme, Connecticut and recorded at Volume 0870 Page 689 of the East Lyme Land Records.

Said premises is conveyed subject to easements, restrictions and agreements as of record appear, building and building line restrictions, any and all provisions of municipal ordinances, including planning, zoning and inland wetland regulations of the Town of East Lyme, public or private law and taxes to the Town of East Lyme, Connecticut on the List of October 1, 2013 and thereafter coming due.

Recorded February 25 2014
AM
10:30 PM Lesley A. Blais
East Lyme Town Clerk

Return To
Planning (e.l.).

Conservation Easement

1465

KNOW ALL PERSONS BY THESE PRESENTS, that NEW ENGLAND NATIONAL, LLC and NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY ("Grantors"), for the consideration of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of the Town of East Lyme, a municipal corporation, ("Grantee"), do give, and grant, and convey unto the Grantee, it's successors and assigns forever, the following:

A conservation easement to have all the force and effect for a "conservation easement" as defined by Section 47-42a of the Connecticut General Statutes for the purpose of retention of the hereinafter described land predominantly in its present natural and open condition in perpetuity.

The land subject to this conservation easement consists of those portions of the land located in the Town of East Lyme , County of New London, and State of Connecticut, which is designated as "Conservation Area" on a map entitled "NOTTINGHAM HILLS RESUBDIVISION PHASE 4 NEW ENGLAND NATIONAL, LLC East Lyme, Connecticut Sheet SD 1", prepared by J. ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS, and dated October 20, 2010, Revised 11/18/2010 to be filed in the East Lyme Land Records.

Within the said "Conservation Area", without prior express written consent from the Grantee or unless an alternative easement boundary is proposed and approved by the Planning Commission, or its successor in interest, as part of an application for a permit:

1. There shall be no construction or maintenance of buildings, camping accommodations, mobile homes, patios, decks, porches, or other structures except as specifically permitted below;
2. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock minerals or other materials, nor any change in the topography of the land in any manner, except as specifically permitted below;
3. There shall be no removal , destruction or cutting of trees or plants, spraying with biocides, herbicides, or their agents inimical to plant, animal or insect life, grazing of domestic or farm animals, or disturbance or change in the natural habitat in any manner, except as specifically permitted below;
4. There shall be no dumping of ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substances of material such as land fill or dredging spoils, except as specifically permitted below;
5. There shall be no manipulation or alteration of natural water courses, shores, marshes, or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;

NO
CONVEYANCE TAXES COLLECTED

Esther B. Williams
TOWN CLERK OF EAST LYME

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6. There shall be no operation of motorized vehicles, including snowmobiles, dunebuggies and all terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, carpaths, or footpaths except as necessary to maintain existing footpaths in the current condition or as specifically permitted below.

The provisions of the preceding restrictions notwithstanding, the following uses and activities by Grantors, and their heirs, successors and assigns, and any work or activity otherwise prohibited by the preceding restrictions which is reasonably necessary or appropriate in connection with such uses or activities shall not be prohibited by this Conservation Easement or considered inconsistent with the intent of this grant and are specifically permitted:

- a) The removal of dead, diseased, or damaged trees or other vegetation when such removal is necessary for reasons of safety, to control the spread of disease, or to control obnoxious plant growth such as cat brier, poison ivy, wild grape, oriental bittersweet, or other invasive species, and when such activities are conducted in a manner which will otherwise not be harmful to the remaining plant life; and
- b) Activities associated with an approved inland wetlands permit, such as, but not limited to, wetland mitigation or enhancement, stormwater management, or stormwater discharges.
- c) As to Conservation Area #2, use of the area for drainage and drainage structures, septic systems, wells and/or emergency access over existing accessway to Upper Kensington Drive.

Reserving to the grantor the right to use the servient tenements for any purposes not inconsistent with the restrictions herein granted.

This grant for Conservation Easement is intended to encompass the powers and rights granted pursuant to Sections 47-42a through 47-42c of the Connecticut General statutes as they may be amended from time to time, and the Grantee is hereby granted the right, in a reasonable manner and at reasonable times, to enforce by proceedings of law or in equity the covenants herein above set forth, including, but not limited to, the right to require restoration of the Conservation Easement area substantially to its condition immediately prior to any violation of the restrictions herein contained. The failure of the Grantee to act in any one or more instances to enforce such rights shall not act as a waiver or forfeiture of its rights to take action as may be necessary to insure compliance with the covenants and purposes of this grant; provided, however, nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantors or the owners of the servient tenements for any changes to the Conservation Easement area due to causes beyond the control of the Grantor's or the owners of the servient tenements, such as changes caused by fire, flood, storm, earthquake, insect infestation, wildlife damage, or the unauthorized wrongful acts of third parties.

In the event that the Grantee becomes aware of an event or circumstance of noncompliance within the terms and conditions herein set forth, the Grantee shall give notice of such event or circumstance of noncompliance by certified mail, return receipt

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requested, to the owner of the servient tenement of the property involved at his last known address, such notice to contain a request for corrective actions reasonable required to abate such event or circumstance of noncompliance and restore the conservation Easement area to substantially its previous condition.

Failure by the owner of the servient tenement to whom notice has been given to cause discontinuance or abatement or to undertake such other action as may be reasonably requested by the Grantee within thirty (30) days after receipt of notice shall entitle the Grantee to bring an action at law equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement to require the restoration of the Conservation Easement area to substantially its previous condition, to enjoin such noncompliance by appropriate temporary or permanent injunction and/or to seek to recover damages arising from such noncompliance. Such damages, when and if recovered shall be applied by the Grantee first to any necessary corrective action on the Conservation Easement area, then to other damages incurred by the Grantee and arising from such noncompliance. Such damages, when and if recovered shall be applied by the Grantee first to any necessary corrective action on the Conservation Easement area, then to other damages incurred by the Grantee and arising from such noncompliance.

If a court of competent jurisdiction determines that an owner of the servient tenement has failed to comply with the terms and conditions of this conservation Easement, the owner shall reimburse the Grantee for any reasonable cost of enforcement, including court costs and reasonable attorney's fees. If such court determines that such owner was in compliance with the terms and conditions of this conservation Easement the Grantee shall reimburse such owner for court costs and reasonable attorney's fees, in addition to any other payments ordered by such court. The Grantors, for themselves, their heirs, successors and assigns, hereby waive any defense of laches with respect to any delay by the Grantee, its successors and assigns, in actions to enforce any restriction to exercise any rights under this grant.

This instrument shall be recorded on the land records to the Town of East Lyme and shall be governed by the laws of the State of Connecticut. In the event that any provision of clause of this instrument conflicts with any applicable law, such conflict shall not effect other provision of this instrument which can be given effect without the conflicting provision, and, to this end, the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of Jan, 2011.

Dawn Delano
Dawn Delano

William D. Kucak Sr
WILLIAM D KUCAK SR

NEW ENGLAND NATIONAL, LLC

By: [Signature]

Duly Authorized