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May 26, 2022

Via Email: mcarey@sswbgg.com

Michael Carey, Esq.
Suisman Shapiro Attorneys at-Law
75 State Street
New London, CT 06320

Re: Kristen Clarke PE/English Harbour Asset Management LLC
Re-Subdivision Nottingham Hills Lot 27
Town of East Lyme Planning Commission

Dear Mike,

I write to address a matter raised by Gary Goeschel, the Town Planner of the Town of East Lyme, in a conversation I had with him yesterday regarding the above referenced pending application.

As I understand it Mr. Goeschel is questioning my client's ability to file a land use application for property owned by Niantic Real Estate LLC despite the fact my clients are the contract purchaser of said property. This claim is incorrect as the federal court settlement agreement (the "Settlement Agreement") between Niantic Real Estate, LLC, et al, and the Town of East Lyme, to which my clients neither benefit from or are burdened by, clearly and unequivocally provides for Kristen T. Clarke, PE to prepare and submit plans on behalf of third party purchasers (See settlement agreement P. 4 attached as Ex. A) exactly as has been done in this application attached as Ex. B. In fact, as required by the Town of East Lyme Subdivision Regulations my clients submitted the authorization from the property owner who identified my clients as the "contract purchasers" of the property subject to the re-subdivision application that Kristen T. Clarke PE submitted to the Planning Commission. Ex. C. Moreover, he has otherwise indicated that the application appears to meet all the regulatory requirements.

Ex Q

Please call me upon receipt to discuss this time sensitive matter as I believe Mr. Goeschel's claim is likely a retaliatory response to recent communications I have been copied on addressed to Town of East Lyme First Selectman Kevin Seery from Niantic Real Estate, LLC's attorney Anthony Novak. Further, as Mr. Goeschel is well aware the issue of my client's involvement and participation in land use applications was resolved some time ago. See correspondences from this office to Mark Zamarka, Esq. dated June 17, 2022, Ex. D, and from Mark Zamarka, Esq. and Edward O'Connell, Esq. to Anthony Novak dated July 24, 2022, Ex. E.

Sincerely,

Paul Geraghty, Esq.

Enc.

Cc Anthony Novak, Esq. w/enc.

EXHIBIT A

Exhibit A

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

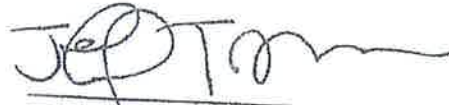


Mark Nickerson
Its Duly Authorized Agent

NEW ENGLAND NATIONAL, LLC

2/13/15

Dated



Robert A. Blatt, Managing Member
Jeffrey Turanick, Asst. m g-r
DARROW'S RIDGE, LLC

February 11, 2015
Dated

Robert A. Blatt
Robert A. Blatt, Manager

NIANTIC REAL ESTATE, LLC

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Manager

CLAIMS AGENT, INC.

2/13/2015
Dated

Jeffrey A. Torrance
Jeffrey A. Torrance, President

ROBERT A. BLATT

February 11, 2015
Dated

Robert A. Blatt
Robert A. Blatt

MATTHEW A. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
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

2/13/2015
Dated

Jeffrey A. Torrance
Jeffrey A. Torrance

ANNE K. TORRANCE

February 11, 2015
Dated



Anne K. Torrance

EXHIBIT B



APPLICATION NO. _____

PLANNING COMMISSION APPLICATION FOR SUBDIVISION / RE-SUBDIVISION, SUBDIVISION MODIFICATION, POCD AND SUBDIVISION REGULATION AMENDMENT

APPLICATION TYPE: Subdivision _____ Re-Subdivision x Subdivision Modification _____
POCD Amendment _____ Subdivision Amendment _____

NAME OF SUBDIVISION: Nottingham Hills

PROPOSED ROAD NAME(S): n/a LENGTH n/a l.f.
(attach list if more than one)

PROPERTY LOCATION: *(attach 8 1/2 x 11 location map)* 9 Upper Kensington Drive

APPLICANT: Kristen T. Clarke, P.E.
Address: 20 Risingwood Drive Phone: 434-409-9515 Fax: _____
Bow, NH 03304 e-mail: kristentclarke@gmail.com

OWNER: Niantic Real Estate LLC
Address: P.O. Box 452 Phone: 860-961-5283 Fax: _____
East Lyme, CT 06333 e-mail: newenglandnational@gmail.com

PRIMARY CONTACT /AGENT: Paul Geraghty, Esq.
Address: 38 Granite Street Phone: 860-447-8077 Fax: 860-447-9833
New London, CT e-mail: pgeraghty@geraghtybonnono.com

ASSESSOR'S MAP(S) & LOT(S) 40. Lot 17 TOTAL ACRES 5.13 acres
ZONING DISTRICT(S) R-U40 CONV./O.S. (circle one) CAM n/a # LOTS 2 new lots
FLOOD ZONE n/a AQUIFER n/a W/IN 500' TOWN BOUNDARY n/a FARM LAND n/a

WATER SUPPLY well SEWAGE DISPOSAL on-site septic
(attach letter from Water & Sewer Dept. if public and Ledge Light Health District if on-site)

CONSERVATION COMMISSION APPLICATION: n/a PERMIT#: n/a

WAIVER(S) REQUESTED: *(attach letter)* see attached waiver request letter

ZONING VARIANCES: *(attach copy from land records)* n/a

PLANS PREPARED BY (Engineer/Surveyor): Gesick & Associates P.C.
Address: 19 Cedar Island Avenue Phone: 860-575-2153 Fax: 860-669-5833
Clinton, CT 06413 e-mail: @gesicksurveyors.com

ATTORNEY: Paul Geraghty, Esq.

Address: 38 Granite Street

New London, CT 06320

Phone: 860-447-8077 **Fax:** 860-447-9833

e-mail: pgeraghty@geraghtybonnano.com

PREVIOUS SUBDIVISION(S) IF RE-SUBDIVISION OR LOT LINE REVISION:

Nottingham Hills Subdivision Phase III

Nottingham Hills Lot Line Revisions

Lots 26, 27, 28

Map 242 **Dwr.** 6

Map 219-222 **Dwr.** 8

CHECKLIST ATTACHED X

CONSENTS AND PERMISSIONS:

The undersigned owner, or legally authorized agent, hereby consents to necessary and proper inspections of the property that is the subject of this application by agents of the Commission at reasonable times both before and after approval is granted by the Commission.

The undersigned declares all information submitted with this application is accurate to the best of his/her knowledge and belief. If such information subsequently proves to be false, deceptive, incomplete or inaccurate, the approval may be modified, suspended, or revoked by the Commission.

Niantic Real Estate LLC

Owner's Printed Name

Kristen T. Clarke, P.E.

Applicant's Printed Name

Kristen Clarke
Owner's Signature

Kristen Clarke
Applicant's Signature

4/20/2022
Date

4/20/2022
Date

FOR INTERNAL USE ONLY:

- SUBMITTED:
- APPLICATION FEE:
- PROCESSING FEE:
- DATE OF RECEIPT:
- SET P.H. BY:
- PUBLISH LEGAL NOTICE:
- HEARING HELD:
- DECISION BY:
- CONDITIONAL APPROVAL:
- LEGAL NOTICE
- FINAL APPROVAL:
- LEGAL NOTICE:
- LETTER OF DECISION:

- BOND SUBMITTED:
- OPEN SPACE CONVEYED:
- MYLARS FILED:
- ROAD ACCEPTED:
- DEEDS & EASEMENTS FILED:

The Commission has the authority to determine whether a submission constitutes a complete application in accordance with the regulation requirements. If after reviewing a submission, the Commission finds the application to be incomplete in any material respects, it may vote to deny the application. Prior to taking this action, the applicant will be given the opportunity to withdraw the incomplete application. No fees shall be refunded upon withdrawal of an incomplete application.

APPLICATION FEE CALCULATION SHEET

2.1 Subdivision Application Review. For subdivisions and re-subdivisions, the following fees shall be paid at the time of application to the Planning Commission:

2.1.1	# Lots <u> 2 </u> X \$100.00	<u> \$200.00 </u>
2.1.2	Base Fee	\$750.00
2.1.3	Public Hearing Fee, if applicable (\$1250.00)	<u> *Prepaid </u>
2.1.4	Design Review Fee -LF new road _____ X \$1.00	<u> n/a </u>
2.1.5	Professional/Legal Consultations (actual cost)	<u> n/a </u>
2.1.6	State of Conn. Fee	\$60.00

SUBTOTAL \$1,010.00*
**This fee was paid and unused for 121 Upper Pattagansett application*

2.2 Subdivision Application Processing and Inspection. Upon approval of a subdivision/ re-subdivision by the Planning Commission, the following fees shall be paid prior to the Chair's signing the approved subdivision plan:

2.2.1	# Lots _____ X \$100	<u> </u>
2.1.2	Base Fee	\$100.00
2.2.3	Road/Utility Document Review Fee (\$400.00)	<u> </u>
2.2.4	Inspection Fee - LF of new road _____ X \$1.00	<u> </u>
2.2.5	E & S Control Fee - # Lots _____ X \$50.00	<u> </u>

SUBTOTAL

2.3 Coastal Area Management Review
 # Lots _____ X \$10.00 (\$25.00 min.)

2.4 Application for Revision of Lot Line \$150.00

TOTAL FEES

Fees based on Section 2 of the Town Ordinance Establishing Schedule of Fees for Conservation Planning and Zoning Commissions as amended.

EXHIBIT C

Niantic Real Estate LLC
1890 Palmer Avenue Suite 300
Larchmont, New York 10538

April 15, 2022

Town of East Lyme Planning Commission
108 Pennsylvania Avenue
Niantic, Connecticut 06357

Re; Nottingham Hills Subdivision Lot 27 aka 9 Upper Kensington Drive, East Lyme

To Whom it May Concern,

Please accept this correspondence as the authorization of Niantic Real Estate LLC for Kristen Clarke PE and or English Harbour Asset Management LLC in their capacities as contract purchasers of the above referenced real property to pursue any and all Land Use Permits from the Town of East Lyme.

Sincerely,

NIANTIC REAL ESTATE LLC

By


Jeffrey Torrance, Assistant Manager
Duly Authorized

EXHIBIT D

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

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

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

†† Also Admitted in Massachusetts and North Dakota

pgeraghty@geraghtybonnano.com

June 17, 2020

Via Email mszamarka@wallersmithpalmer.com
Mark Zamarka, Esq.
Waller Smith & Palmer, PC
52 Eugene O'Neill Drive
New London, CT 06320

Re: English Harbour Asset Management, LLC

Dear Mark:

This correspondence shall follow up on our conversation last Friday wherein you took the position on behalf of the Town of East Lyme ("East Lyme") that my above referenced client, nor its members Kristen T. Clarke, an individual, Matthew Torrance, an individual, Michael Torrance, an individual and Nicholas Torrance, an individual are neither benefited, nor were burdened by the so-called 2008 "Compromise Agreement" and or the February 2015 Settlement Agreement by and between New England National, LLC, et. al. and the Town of East Lyme. As to that matter, I believe we would generally agree with you.

I understand your position to be that nothing prevents yourself and/or Waller Smith & Palmer (jointly "Waller") from representing East Lyme with regard to legal matters and issues addressed and land use applications submitted to East Lyme by my client. I believe that position becomes complicated when the history of the Compromise Agreement is reviewed and we look at the full extent of what is involved. I, as well as my client, would not agree that Waller's representation would be appropriate.

1. With regard to the Slander of Title, and other claims made by my client resulting from East Lyme's refusal to release an Open Space Covenant that was satisfied nearly

Replies to New London only at:

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

WWW.GERAGHTYBONNANO.COM

131 DWIGHT STREET
NEW HAVEN, CONNECTICUT 06511

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

sixteen (16) years ago, you are, or should be, aware the same covenant also affects real property owned by Niantic Real Estate LLC/Robert A. Blatt. Since I am jointly addressing the release demands and damage claims with Attorney Anthony Novak, counsel for Niantic/Blatt, Waller's participation would be barred by the Compromise Agreement. I would note that East Lyme, as part of the Compromise Agreement, waived attorney/client and work product privilege with Waller and I know for a certainty Attorney Novak intends to enforce that, and other provision(s) of the Compromise Agreement as this matter proceeds through the expected litigation process.

2. Similarly, with regard to the tax apportionment requested by my client on revised Nottingham Hills Subdivision lot 25, per C.G.S. § 12-152 it should be noted that the excess .78 acre portion of lot 25 aka 15 Upper Kensington Drive not being retained by my clients is being transferred to lot 26 aka 11 Upper Kensington Drive which is owned by Niantic/Blatt. As a result, Waller's representation of East Lyme in this matter would be inappropriate for the reasons previously cited as the requested apportionment directly relates to Blatt and Niantic. Moreover, given the time that has passed since we made the request is raising concerns on my client's part, as well as mine, as to why there is such a delay considering that we went through this process last year without issue. More to the point, I do not see why counsel would be required for an administrative matter such as this, which only raises the suspicion of my client that more is at play than meets the eye.
3. With regard to land use applications, I believe that these matters would probably need to be addressed on a case-by-case basis depending upon, amongst other things, the involvement of properties owned by Niantic/Blatt and or financed by Mr. Blatt.

Finally, I believe there are some rather obvious practical implications here as well. As I believe you are, or also should be, aware there is a rather, at best, long and hostile history that exists between Niantic, Blatt, Jeffrey Torrance and others on the one hand and Waller/Ed O'Connell on the other. At best it can only be described as toxic. Given the content of the Waller emails that the federal court ordered turned over to New England National, LLC and shared with my client, it is their position that animosity permeates the firm and cannot be erased. Because the process of developing and liquidating my clients' property holdings in East Lyme will in most cases, in one form or another, directly relate to Niantic and or Blatt I believe it would be almost inevitable that an event or events would occur in which violations of the aforementioned Consent Agreement would be, at a minimum, claimed by Mr. Blatt. As I indicated in our conversation, my goal is to assist my client in liquidating its holdings, but I am concerned that any involvement on the part of your firm, no matter how well intentioned, will be counterproductive to that objective.

Mark Zamarka, Esq.
Waller Smith & Palmer, PC
Page 3
June 17, 2020

I am happy to discuss these matters with you further at your earliest convenience.

Very truly yours,



Paul Geraghty, Esq.

CC Anthony Novak Esq
Kristen T. Clarke PE

EXHIBIT E



EDWARD B. O'CONNELL
TRACY M. COLLINS*
PHILIP M. JOHNSTONE+*
CHARLES C. ANDERSON
KERIN M. WOODS+
ELLEN C. BROWN*
MARK S. ZAMARKA
CATHERINE A. MARRION
TIMOTHY D. BLEASDALE
RACHAEL M. GAUDIO+*

July 24, 2020

VIA U.S MAIL AND EMAIL TO: anthonysnovak@aol.com

OF COUNSEL:
ROBERT W. MARRION
ROBERT P. ANDERSON, JR.
FREDERICK B. GAHAGAN

Anthony S. Novak, Esquire
Novak Law Office, P.C.
280 Adams Street
Manchester, CT 06042-1975

+ ALSO ADMITTED IN RI
* ALSO ADMITTED IN MA

Re: Town of East Lyme

Dear Mr. Novak:

This is in response to your email letter of July 14, 2020. We note the statement that the Compromise Agreement ("Agreement") applies to "any matter which relates to" your client is not entirely accurate. Paragraph 3.F. of the Agreement pertains to matters which "directly" relate to the Debtor or a Debtor-Related Covenant Party.

You request documents relating to several specified matters. Nothing in the Agreement requires this office to turn over documentation upon request. However, in the spirit of cooperation and in consideration of the fact that most of such documents would be the proper subject of a Freedom of Information request, we are attaching documents in our possession responsive to the specified matters.

1. We have no documents regarding alleged violations of your clients' rights during meetings of the Inland Wetlands Agency from January of 2020 to the present, including the meeting of May 18, 2020. In addition, we reject your characterization of those meetings.

2. See attached documents. In addition, we reject your characterization of the activities of the Inland Wetlands Agency.

3. Although neither Kristen T. Clarke nor English Harbour Asset Management, LLC are Debtor Related Covenant Parties as defined in the Agreement, we opted not to participate upon learning of the identities of the parties. Moreover, we understand that a claim that an assessable lot was wrongfully created by the Tax Assessor, which may have some relation to the subdivision, was resolved upon consultation with the Assessor by your clients' attorney, Paul Geraghty.



WALLER
SMITH
PALMER P.C.

4. We have no documents regarding this allegation. In our recollection, we were not representing East Lyme regarding this matter at that time.

5. We have no documents regarding this allegation. In our recollection, we were not representing East Lyme regarding this matter at that time.

6. We have no documents regarding this allegation. In our recollection, we were not representing East Lyme regarding this matter at that time.

We reject your contention that the document you label as Exhibit "B", a letter dated June 4, 2020 from the East Lyme First Selectman to the Inland Wetlands Agency members, is evidence of our prohibited representation. This letter advises the members that the First Selectman had invited the Chair of the Agency to meet with him and the inland wetlands staff officer and the town attorney about practices and procedures pertaining to calling and running a public meeting, and the Chair's refusal to attend that meeting. This letter has absolutely nothing to do with your clients.

The East Lyme Inland Wetlands Agency's proposed text amendment, if adopted, would apply to approximately 9,800 property owners in East Lyme, of which your clients are but two. The mere fact that they, along with nearly 10,000 other property owners, might be affected by a proposal does not prohibit this office from representing the Town. This is akin to claiming that we should not represent the Town in matters of general import such as a townwide tax increase or an ordinance of general application because your clients would be among the thousands of persons affected. In these circumstances, where your clients are not uniquely affected, we will continue to represent the Inland Wetlands Agency. Should circumstances change, we will review this matter at that time.

Very truly yours,

Edward B. O'Connell, of
Waller, Smith & Palmer, P.C.

Mark S. Zamarka, of
Waller, Smith & Palmer, P.C.

Enclosures

cc: Mark Nickerson, First Selectman