

## MEMORANDUM

**To: Gary Goeschel, Director of Planning  
Alex Klose P.E.  
Paul Geraghty, Esq.**

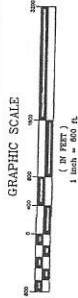
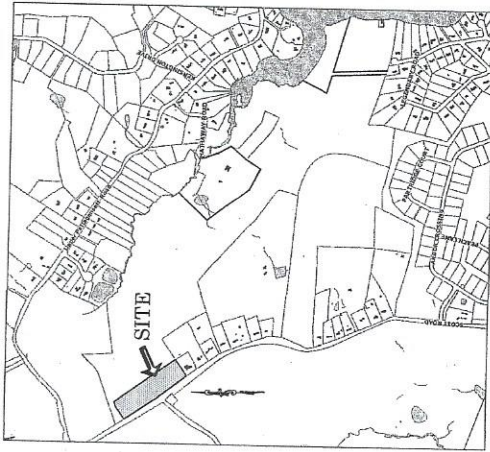
**From: Kristen Clarke P.E.**

**Date: March 8, 2023**

**Subject: Plan Revisions-Hathaway Farm Subdivision Phase 1**

**Please find revised and additional plans and documents as follows;**

- 1) Revised Plan Sheet 1 of 4 on which we added the required Open Space Note ( Located on Left Side of Page above Signature Block)**
- 2) Revised Plan Sheet 2 of 4 on which we labeled the proposed Open Space area totaling .68 acres. (Hatched Area at rear of the lots)**
- 3) New Plan Sheet titled "Traffic Sightline for 25mph Rural Road" per your request.**
- 4) Draft Conservation Easement**
- 5) Conservation Easement Acceptance Letter from the East Lyme Land Trust, Inc.**



THE OPEN SPACE INDICATION ATTRIBUTABLE TO THE LAND DEPICTED ON THIS MAPS HEREBY DENOTES THE OPEN SPACE ATTRIBUTED TO THIS SUBDIVISION AND THE LONG LAND IS RE-SUBDIVIDED. AT SUCH A DATE, THE OPEN SPACE ATTRIBUTED TO THIS SUBDIVISION WILL BE RE-DIVIDED INTO THE PORTION DETERMINED BY THE COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE SUBDIVISION REGULATIONS.

**APPROVED BY THE EAST LYME  
PLANNING COMMISSION**

CHAIRMAN/SECRETARY \_\_\_\_\_  
 APPROVAL DATE \_\_\_\_\_  
 FILING DATE \_\_\_\_\_  
 EXPIRATION DATE \_\_\_\_\_

ITEM	REQUIRED	LOT 1	LOT 2	LOT 3	REMAINING LANDS
TOTAL AREA	40,000 SQ. FT.	41,485 SQ. FT.	49,802 SQ. FT.	210,397 SQ. FT.	299,684 SQ. FT.
MINIMUM LOT FRONTAGE	50 FT.	50 FT.	150 FT.	748.92 FT.	1,500 FT.
MINIMUM LOT DEPTH	30 FT.	30 FT.	30 FT.	50 FT.	50 FT.
MINIMUM FRONT SETBACK	30 FT.	37 FT.	41 FT.	50 FT.	50 FT.
MINIMUM SIDE SETBACK	30 FT.	30 FT.	30 FT.	34 FT.	30 FT.
MINIMUM BACK SETBACK	30 FT.	30 FT.	30 FT.	34 FT.	30 FT.
MINIMUM BUILDING HEIGHT	30 FT.	30 FT.	30 FT.	34 FT.	30 FT.
MINIMUM DRIVE	12 FT.	12 FT.	12 FT.	12 FT.	12 FT.
EXISTING LOT	12 FT. X 60 FT.	NA	NA	NA	N/A

THIS MAP IS THE PROPERTY OF THE LAND SURVEYOR OF THE STATE OF CONNECTICUT. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE LAND SURVEYOR WHO PROVIDED THIS PLAN.

DATE	REVISION

**LOCATION / COVER SHEET  
HATHAWAY FARM SUBDIVISION PHASE I**

PROPERTY OF  
 EAST LYME LAND TRUST, INC.  
 SCOTT ROAD  
 EAST LYME, CONNECTICUT

SCALE: 1" = 50'  
 DATE: DECEMBER 7, 2022 SHEET 1 OF 4  
 JOB NO. 20-080

- SHEETS:**
1. COVER & LOCATION
  2. LOT LAYOUT AND TEST HOLE INFORMATION
  3. SEPTIC DEMONSTRATION
  4. OVERALL PROPERTY LOCATION
  5. SITE DEVELOPMENT PLAN 1
  6. SITE DEVELOPMENT PLAN 2
  7. SITE DEVELOPMENT PLAN 3
  8. SITE DEVELOPMENT PLAN 4

NO WARRANTIES, AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT.

*John Paul Jordan*  
 JOHN PAUL JORDAN  
 LAND SURVEYOR OF THE STATE OF CONNECTICUT  
 DATE: DECEMBER 7, 2022

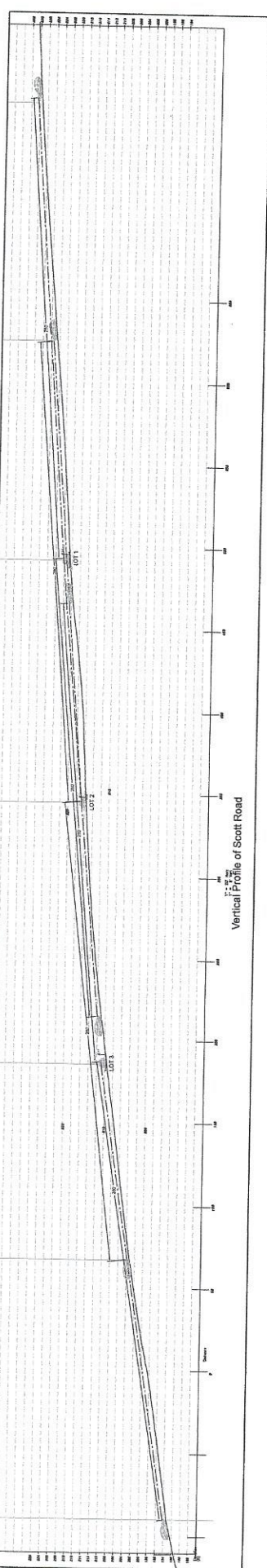
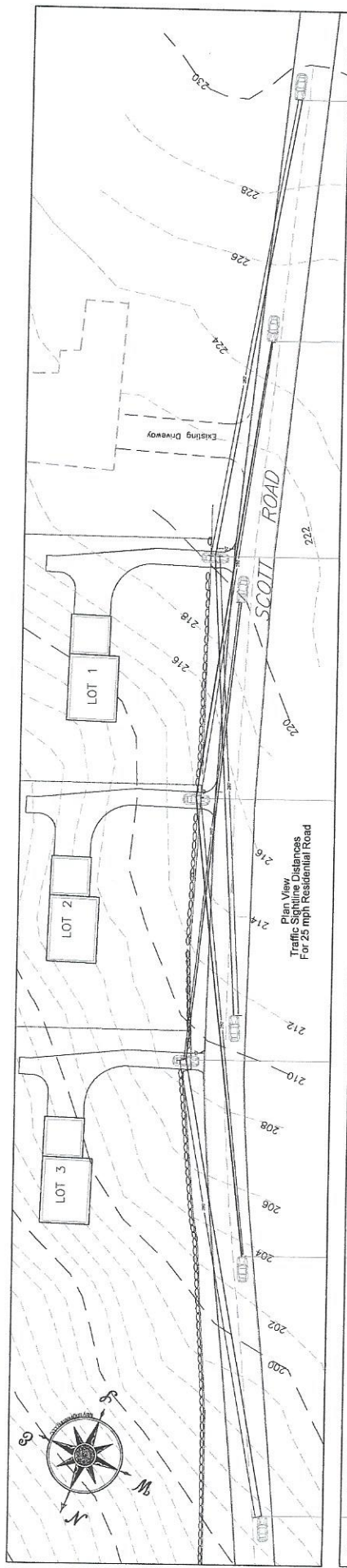
**EROSION AND SEDIMENT CONTROL PLAN  
 CERTIFIED BY VOTE OF EAST LYME  
 PLANNING COMMISSION ON**

DATE \_\_\_\_\_  
 CHAIRMAN/SECRETARY \_\_\_\_\_



**GERWICK - MERREN L.L.C.**  
 191 BOSTON POST ROAD P.O. BOX 565  
 EAST LYME, CONNECTICUT 06333  
 TEL: (860)442-2201 FAX: (860)442-2205





Traffic Sightline Data  
 Prepared in accordance with State Highway and Transportation Office (SHTO)  
 Planning Sight Distance for Level Roadways  
 • Roadway Design Speed: 25 MPH  
 • Sight Triangle Distance: 100 ft  
 • Intersection Sight Distance: 100 ft  
 2) Sight triangle sight distance should be available at all intersections. However, sight triangle sight distance for sight triangle  
 intersections is not required at all intersections. A secondary sight triangle and driveway intersection sight triangle should be provided  
 at all intersections. The secondary sight triangle and driveway intersection sight triangle should be provided at all intersections.  
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**Timothy May, PE**  
 Professional Engineer  
 State of Connecticut  
 License No. 10000

**May Engineering LLC**  
 Civil Engineering and Site Planning  
 1207 RT 602, Suite 203  
 Westport, CT 06891

**HATHAWAY FARM  
 SUBDIVISION PHASE I**  
 PROPERTY OF EAST LIME TRUST, INC  
 SCOTT ROAD EAST LIME CT  
 PROJECT NUMBER: 2023  
 SHEET NUMBER: 1 of 1

TRAFFIC SIGHTLINE FOR  
 For 25 mph Rural Road  
 SCALE: 1" = 30' & 80' HORIZ  
 JOB NUMBER: 2023



PO Box 831  
East Lyme, CT 06333  
eastlymelandtrust.com

March 7, 2023

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

Re: Hathaway Farm Subdivision Phase 1  
Scott Road

Dear Members of the East Lyme Planning Commission,

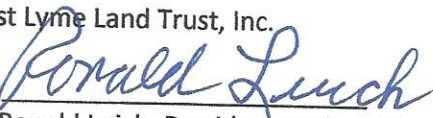
Please accept this correspondence as notice of the East Lyme Land Trust's agreement with Hathaway Farm LLC to accept the Conservation Easements identified on the subdivision plans identified above.

The intent of the proposed Conservation Easement is to protect areas of the residential lots being created that have unique features including scenic vistas. Accordingly, the East Lyme Land Trust believes these areas should be preserved without public access for the reasons set forth in Section 7-2-6 of the Town of East Lyme Subdivision Regulations.

Sincerely,

East Lyme Land Trust, Inc.

By:

  
Ronald Luich, President, Duly Authorized

Cc. Kristen T. Clarke PE  
Paul Geraghty

CONSERVATION EASEMENT

DRAFT

**KNOW ALL PERSONS BY THESE PRESENTS**, that **HATHAWAY FARM LLC** ("Grantor") for the consideration of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of the **EAST LYME LAND TRUST, INC.**, ("Grantor"), 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 Easement Area" consisting of .672 acres on a map entitled "**HATHAWAY FARM SUBDIVISION PHASE 1**, East Lyme, Connecticut sheet 2 of 4", prepared by **GERWICK-MEREEEN LAND SURVEYORS**, and dated December 7, 2022, revised 2/9/2023 and to be filed in the East Lyme Land Records.

1. 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 of 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 of change in the natural habitat in any manner, except as specifically permitted below;
4. There shall be no dumping of ashes, trash, garbage, 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 nor alteration of natural water courses, shores, marshes, or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;

6. There shall be no operation of motorized vehicles, including snowmobiles, dune buggies and all-terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, cart paths, or footpaths except as necessary to maintain existing footpaths in the current condition or 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 otherwise 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. The use of the area for drainage and drainage structures.
- d. The Placement of "Reserve Leaching Areas" for onsite septic system(s) on lot 3 only and provided that to the extent such area is required to be put into service an alternative area of a like amount will be required to be dedicated to the East Lyme Land Trust or their successors subject to the Conservation Easement Protections identified herein.

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 with the terms and conditions herein set forth, the Grantee shall give notice of such event or circumstances of noncompliance by certified mail, return receipt 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 even or circumstances 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 the 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 removed 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 of 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



provisions of clause of this instrument conflicts with any applicable law, such conflict shall not affect other provisions 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 \_\_\_\_\_ of \_\_\_\_\_, 2023

**HATHAWAY FARM LLC**

\_\_\_\_\_ By \_\_\_\_\_  
Kristen T. Clarke, Manager

STATE OF NEW HAMPSHIRE )  
COUNTY OF \_\_\_\_\_ ) **ss:**

Personally, appeared Kristen T. Clarke, Manager of Hathaway Farm LLC, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public