

**DESIGN REPORT
SUBDIVISION PLAN
Holmes Road/Upper Walnut Hill Road
EAST LYME, CONNECTICUT
April 30, 2023**

The Subdivision of property located on Holmes Road and Upper Walnut Hill Road will create 4 new lots from the existing 12.4 acre property which will have access from Holmes Road with the exception of proposed lot 5 which will have frontage and access from frontage on Upper Walnut Hill Road. As is detailed in the submitted plans no public improvements will be necessary. This property has not been subdivided since the enactment of the East Lyme Subdivision Regulations and therefore no public hearing on this application is required.

BIOLOGICAL REPORT

Attached as Exhibit 1 is the NDDDB-New Determination Number: 202302137 received from the State of Connecticut Department of Energy & Environmental Services ("DEEP") regarding possible Stated-listed species that may be influenced by activities within the proposed project area and mitigation measures recommended are identified in the attached exhibit. The applicant would request the Planning Commission incorporate the DEEP's mitigation measures as conditions to any approval granted.

INLAND WETLANDS

There are inland wetlands on the subject property. These wetlands have been field located by Soil Scientist Joseph Theroux and the wetlands flags have been surveyed by James Bernardo Land Surveying LLC. A report detailing the wetlands identification prepared by Mr. Theroux is attached as Exhibit 2. A report regarding wetlands impacts also prepared by Mr. Theroux is attached as Exhibit 3. No activity is proposed for the inland wetlands on this property.

OPEN SPACE

The property being subdivided is a 12.40 acre portion of assessor's map 55 lot 3.1 which totals 277.37 acres in size. The configuration of this property was established by a Lot Line Modification Plan recorded in Drawer 8 #'s 226, 227, 228 & 229 of the Town of East Lyme Land Records ("the Land Records") on January 2, 2022. See Exhibit 4. A Conservation Easement held by the State of Connecticut Department of Energy & Environment Protection was placed on the remainder of this property, 264.93 acres,

Ex "B"

(Together with 36.85 abutting acres located in the Town of Montville) as is identified on a Map titled "Nehantic Nature Preserve, East Lyme Land Trust, Inc. & State of Connecticut Department of Energy and Environmental Protection OSWA #576" which was recorded in the Land Records in Drawer 8 #'s 255, 256 & 257 on April 14, 2022. See Exhibit 5. Thereafter a "Conservation and Public Recreation Easement and Agreement" was recorded in the Land Records at Volume 1083 Page 762 on July 8, 2022. See Exhibit 6. Accordingly, we have been advised by our Legal Counsel that the dedication of any additional Open Space should not be required.

YIELD PLAN

The design of this Phase of the Subdivision uses a Conservation Design Development Layout however the plans submitted also comply with the requirements for a Conventional Subdivision as well as each proposed lot is in excess of two acres in size and has in excess of 200' of Road Frontage.

SEWAGE DISPOSAL REPORT

A Subdivision Feasibility Application the revised existing property and the four proposed new lots was submitted to Ledge Light Health District on May 1, 2023. Exhibit 7.

WATER SUPPLY REPORT

The existing and proposed new lots will all be served by well water. Health Code compliant locations for each of the wells are depicted on the submitted plans.

STORM WATER MANAGEMENT PLAN

This plan and the required Storm Water Management Plan and Drainage Calculations have been prepared by May Engineering LLC and have been submitted as part of the application package.

ROAD CONSTRUCTION/PUBLIC IMPROVEMENTS

There is no road construction or public improvements required. Public Utilities are available on both Holmes Road and Upper Walnut Hill Road.

SITE CONTEXT MAP

This map that complies with the requirements of the East Lyme Subdivision Regulations Section 5-2-2 (A) is attached as Exhibit 8. A full size (24" x 36") copy of this plan is included with the submitted plan set.

NATURAL & CULTURAL RESOURCE MAP

This Map that complies with the requirements of East Lyme Subdivision Regulations Section 5-2-2 (B) is attached as Exhibit 9. A full size (24" x 36") copy of this plan is included with the submitted plan set.

ARCHEOLOGICAL SURVEY

A request for review of the proposed re-subdivision was made to the State of Connecticut Office of Archaeology was made on February 2, 2023 On March 3, 2023 The Office of State Archaeology recommended a Phase 1B Archeological Reconnaissance Survey be conducted on the property. See Exhibit 10. The applicant has retained an Archaeological Consultant to prepare the recommended survey.

CONSTRUCTION ACTIVITIES

No construction activities are required. The applicant is not a Home Builder and these activities will be performed by others pursuant to building and other permits obtained directly by them from the Town of East Lyme and Ledge Light Health District.

CONSTRUCTION SEQUENCE REPORT

The property owner intends to sell the lots created by this re-subdivision application and therefore there will be no construction sequence.

EASEMENTS

No easements are required by the subdivision of this property.

PESTICIDE REPORT

No evidence of Farming or Pesticide Use exists. The subject 12.4 acre property while relatively flat, with the exception of the sloping proposed lot 5, has an abundance of mature Oak and Maple tree's which would be indicative of no farming of this property during the preceding 100 years.

ENERGY EFFICIENCY and CONSERVATION STATEMENT

Per Section 6-2-6 of the Subdivision Regulations and as are evidenced by the site plans submitted with the application the applicant has;

- Provided South facing roof surfaces at the rear of each proposed home on Holmes Road (Lots 1, 2, 3 & 4) to allow the placement of unobstructed solar energy systems and as it relates to lot 5 provided an area on the south facing slope to the rear of the proposed home to allow placement of a ground mounted solar energy system. The south-west facing front of the proposed lot 5 home could also likely accommodate a roof mounted solar energy system
- We have provided an area north of each proposed home so that existing vegetation can be utilized to create a wind barrier.
- The location of the abutting Open Space and its vegetation will not interfere with the use of solar energy systems indicated in this statement because in the case of each proposed lot existing vegetation is located outside of the shade line setback required by proposed solar energy systems.

EXHIBIT 1



Connecticut
Department of Energy &
Environmental Protection



3/13/2023

Kristen Clarke
CLARKE
20 Risingwood Dr
Bow, NH 03304

Subject: Holmes Road Subdivision

Filing #: 96451

NDDDB - New Determination Number: 202302151

Expiration Date: 3/13/2025

Location: Holmes Rd, Proposed Subdivision, Map 57 Lot 30, East Lyme, CT

I have reviewed Natural Diversity Database (NDDDB) maps and files regarding this project. According to our records, there are State-listed species (RCSA Sec. 26-306) that may be influenced by activities within the proposed project area.

- **Eastern box turtle (*Terrapene carolina carolina*) State Special Concern**
- **Spotted turtle (*Clemmys guttata*) State Special Concern**
- **Eastern ribbon snake (*Thamnophis sauritus*) State Special Concern**
- **Whip-poor-will (*Caprimulgus vociferus*) State Special Concern**

Turtles and Snakes:

In Connecticut, eastern box turtles are found in well-drained forest bottomlands and a matrix of open deciduous forests, early successional habitat, fields, gravel pits, and or powerlines. Turtles are dormant between November 1 and April 1 and hibernate in only a few inches from the surface in forested habitat.

The greatest threat to this species is habitat loss, fragmentation, and degradation due to development. This species is very sensitive to adult mortality because of late maturity (10 years old) and long life span (50-100years). Vehicular traffic, heavy equipment used for farming, and ATV use in natural areas are implicated specifically in adult mortality through collisions. Illegal collection by the pet trade and unknowing public for home pets exacerbates mortality rates and removes important individuals from the population. Predation rates are also unnaturally high because of increased predator populations (e.g. skunks, foxes, raccoons, and crows) that surround developed areas.

Spotted turtles are associated with wetlands and vernal pools. Over the course of a season and lifetime, individuals will travel large distances (up to 1km) over upland forest and fields between multiple wetlands. They overwinter burrowed into the mud in wetlands between Nov 1- March 15. They do not begin to

reproduce until 7-10 years old and adults can live at least 30 years. This species is threatened most by any activities that reduce adult survivorship including road kills, commercial and casual collection, increased predation in areas around commercial and residential development, mortality and injury from agricultural equipment or other mechanical equipment.

Eastern ribbon snakes inhabit areas with shallow water, grassy or shrubby areas bordering streams and wooded swamps. They also prefer sunny areas with low dense vegetation near shallow water areas. Their diet consists of insects, fish, frogs, salamanders and toads.

They are dormant between Oct 15- March 31.

Land disturbance activities need to consider local habitat features and apply fencing and/or time of year restrictions as appropriate. We recommend you consult with a herpetologist familiar with preferred habitats to assist you with proper techniques to ensure the best protection strategies are employed for your site and the scope of your project.

To prevent herp access and entry into your work zone between April 1- November 1:

- Exclusionary practices will be used to prevent any turtle access into disturbance areas. These measures will need to be installed at the limits of disturbance as shown on the plans, or specifically designated by a herpetologist who can assess the conditions at your site.
- Exclusionary fencing be at least 20 in tall and must be secured to and remain in contact with the ground and be regularly maintained (at least bi-weekly and after major weather events) to secure any gaps or openings at ground level that may let animal pass through.
- All staging and storage areas, outside of previously paved locations, regardless of the duration of time they will be utilized, must be reviewed to remove individuals and exclude them from re-entry.
- All construction personnel working within the turtle habitat must be apprised of the species description and the possible presence of a listed species.
- The Contractor search the work area each morning prior to any work being done.
- Any turtles encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and fencing should be inspected to identify and remove access point. This animal is protected by law and should not be relocated off-site.
- In areas where silt fence is used for exclusion, it shall be removed as soon as the area is stable and disturbance is finished to allow for reptile and amphibian passage to resume.

If land disturbance will occur in suitable overwintering forested habitat you will need to take precautions to avoid mortality of hibernating adult box turtles.

- You would need to restrict land clearing to occur only between April 1- October 31

Birds:

The whip-poor-will is a bird that nests in forest habitat with an open understory, often adjacent to areas of shrubby or herbaceous habitat. They are ground-nesting birds that breed between April 20- July 30. They consume aerial invertebrates, especially Lepidoptera and Coleoptera.

With building design:

Avoid creating collision hazards for Birds and Bats. Glass collisions including residential windows indiscriminately kill 1 billion birds a year. Develop or renovate your building façade and site design strategy to make the building and site structures visible barriers to birds. Bat collisions are less well understood, but smooth vertical surfaces affect bats' abilities to avoid collisions.

Limit interior and exterior night lighting. Lighting, temporary or permanent should not be directed towards suitable bat habitats. Security lighting should always be down-shielded to keep light within the boundaries of the site.

Take steps necessary to assure that construction is designed, built, and operated in accordance with the standards and requirements of the LEED Green Building Rating System Pilot Credit #55. The USGBC releases revised versions of the LEED Building Rating System on a regular basis, and you should refer to the most current version when beginning a new building or construction project or renovation.

Visit American Bird Conservancy website for more guidance: <https://abcbirds.org/program/glass-collisions/>

Your project is located in a large block of suitable habitat for all of these species. Work with biologists to plan your activities so they minimize the impact on this species. This may include clustering development towards roads to retain undeveloped interiors. Individual turtles will have best chance of survival in blocks of undeveloped habitat >100ha (247 acres).

Residential areas contain bird seed, pet food, and garbage which can attract nest predators such as raccoons and skunks. Their nest predation can destroy the majority of a location's reproductive output each year.

Your submission information indicates that your project does not require a state permit, license, registration, or authorization and does not utilize state funding or involve state agency action. Therefore, this NDDB - New determination **MAY NOT** be utilized to fulfill the Endangered and Threatened Species requirements for state-issued permit applications, licenses, registration submissions, and authorizations. If, at a later date, it is determined that the project will require a state permit, license, registration, or authorization, or, your project now utilizes state funding or includes state agency action, you will need to re-submit a Request for Review and answer "Yes" to the appropriate question.

Please be aware of the following limitations and conditions:

Natural Diversity Database information includes all information regarding listed species available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Natural History Survey and cooperating units of DEEP, land owners, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as enhance existing data. Such new information is incorporated into the Database and accessed through the ezFile portal as it becomes available. New information may result in additional review, and new or modified restrictions or conditions may be necessary to remain in compliance with certain state permits.

- During your work listed species may be encountered on site. A report must be submitted by the observer to the Natural Diversity Database promptly and additional review and restrictions or conditions may be necessary to remain in compliance with certain state permits. Please fill out the [appropriate survey form](#) and follow the instructions for submittal.
- If your project involves preparing an Environmental Impact Assessment, this NDDB consultation and

determination should not be substituted for biological field surveys assessing on-site habitat and species presence.

- The NDDDB - New determination for the Holmes Road Subdivision as described in the submitted information and summarized at the end of this document is valid until 3/13/2025. This determination applies only to the project as described in the submission and summarized at the end of this letter. Please re-submit an updated Request for Review if the project's scope of work and/or timeframe changes, including if work has not begun by 3/13/2025.

If you have further questions, please contact me at the following:

Shannon Kearney
CT DEEP Bureau of Natural Resources
Wildlife Division
Natural Diversity Database
79 Elm Street
Hartford, CT 06106-5127
(860) 424-3170
Shannon.Kearney@ct.gov

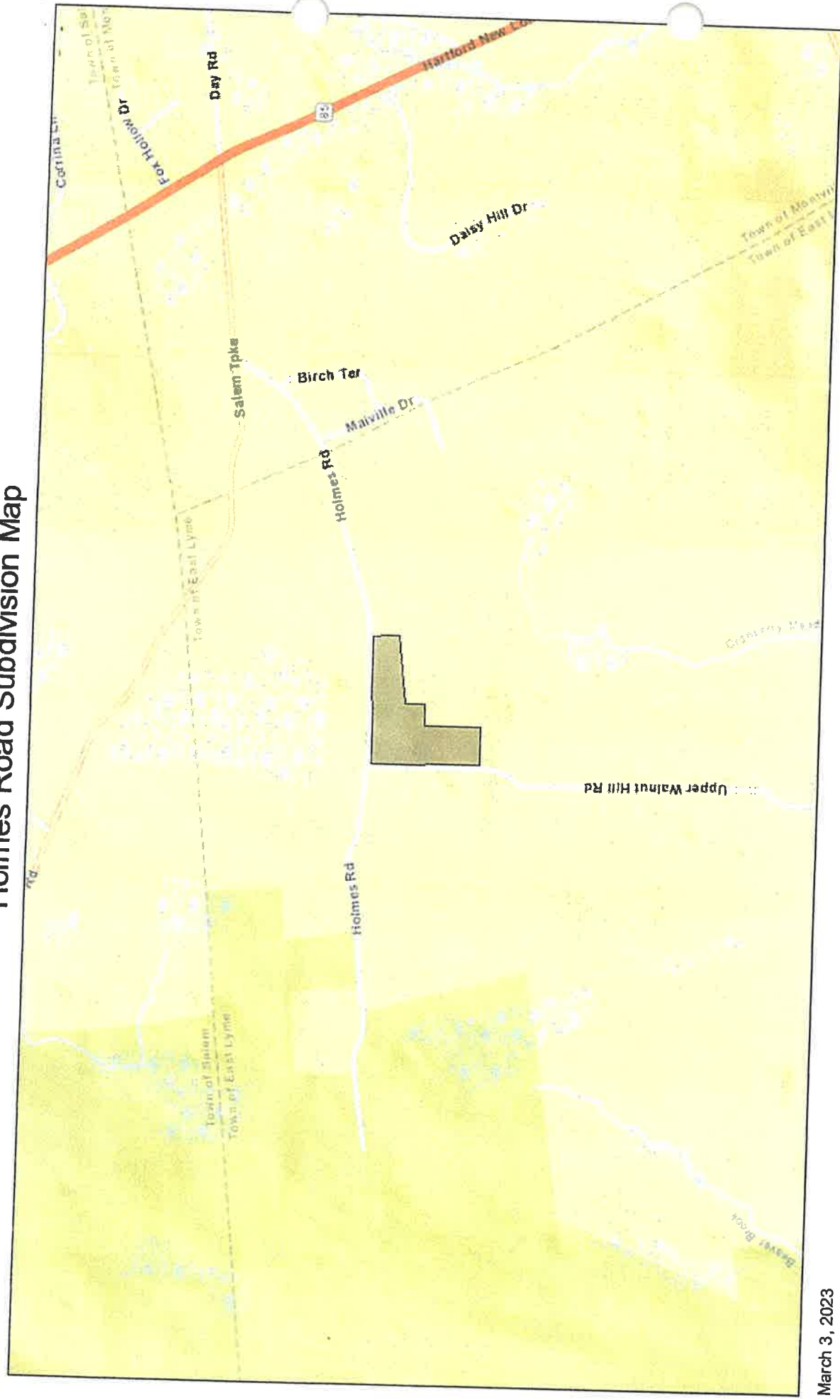
Please reference the Determination Number 202302151 when you e-mail or write. Thank you for consulting the Natural Diversity Data Base.

Shannon Kearney
Wildlife Division- Natural Diversity Data Base
79 Elm Street
Hartford, CT 06106-5127
(860) 424-3170
Shannon.Kearney@ct.gov

Application Details:

Project involves federal funds or federal permit:	No
Project involves state funds, state agency action, or relates to CEPA request:	No
Project requires state permit, license, registration, or authorization:	No
DEEP enforcement action related to project:	
Project Type:	Building and Infrastructure Development (including stormwater discharge associate with construction)
Project Sub-type:	New Residential - subdivision
Project Name:	Holmes Road Subdivision
Project Description:	12.4 acres. Currently wooded.

Holmes Road Subdivision Map



March 3, 2023

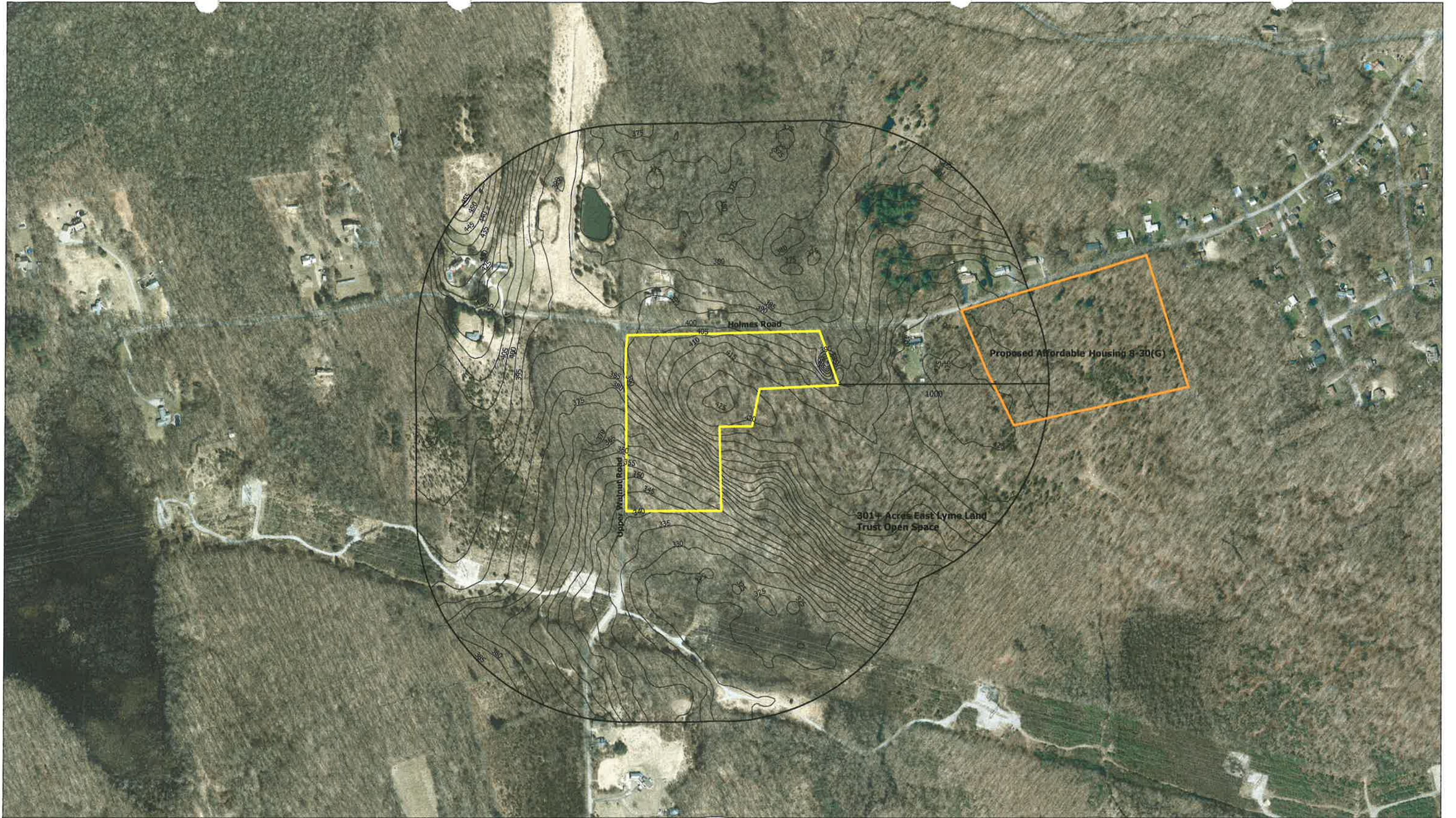
1:19,195

0 0.15 0.3 0.5 0.6 mi

0 0.25 0.5 1 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

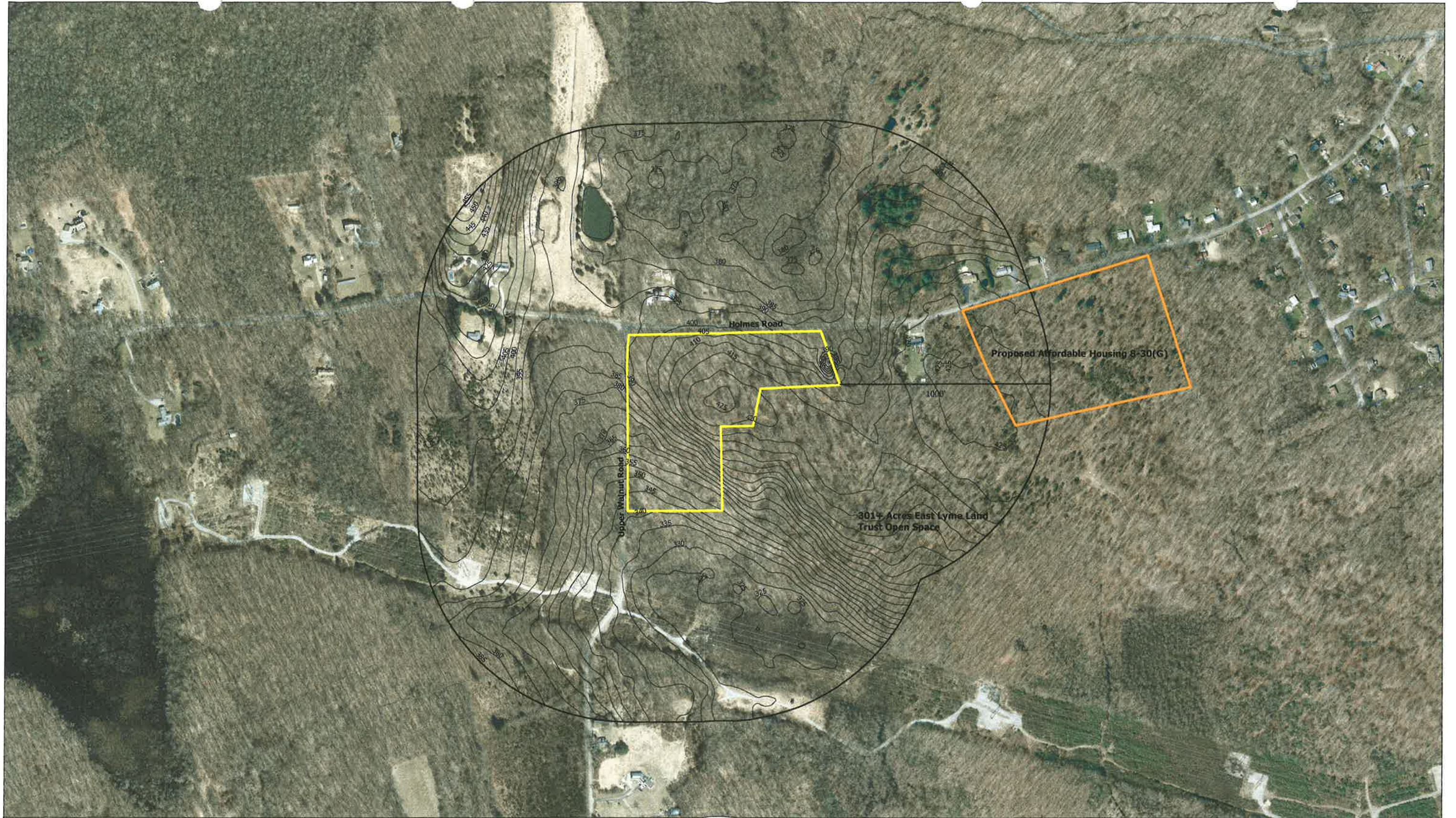
Filing #66451 eFile NODB System



Property Owner:
 Port Side Holdings Inc.
 English Harbour Capital Partners LLC
 as Tenants In Common

Site Context Map
 Holmes & Upper Walnut Hill Road - 5 Lot Subdivision
 Scale = 1"=200"
 Site 12.40 Acres

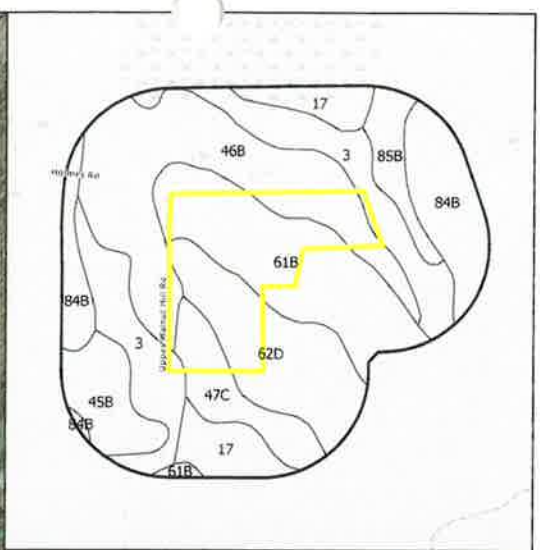
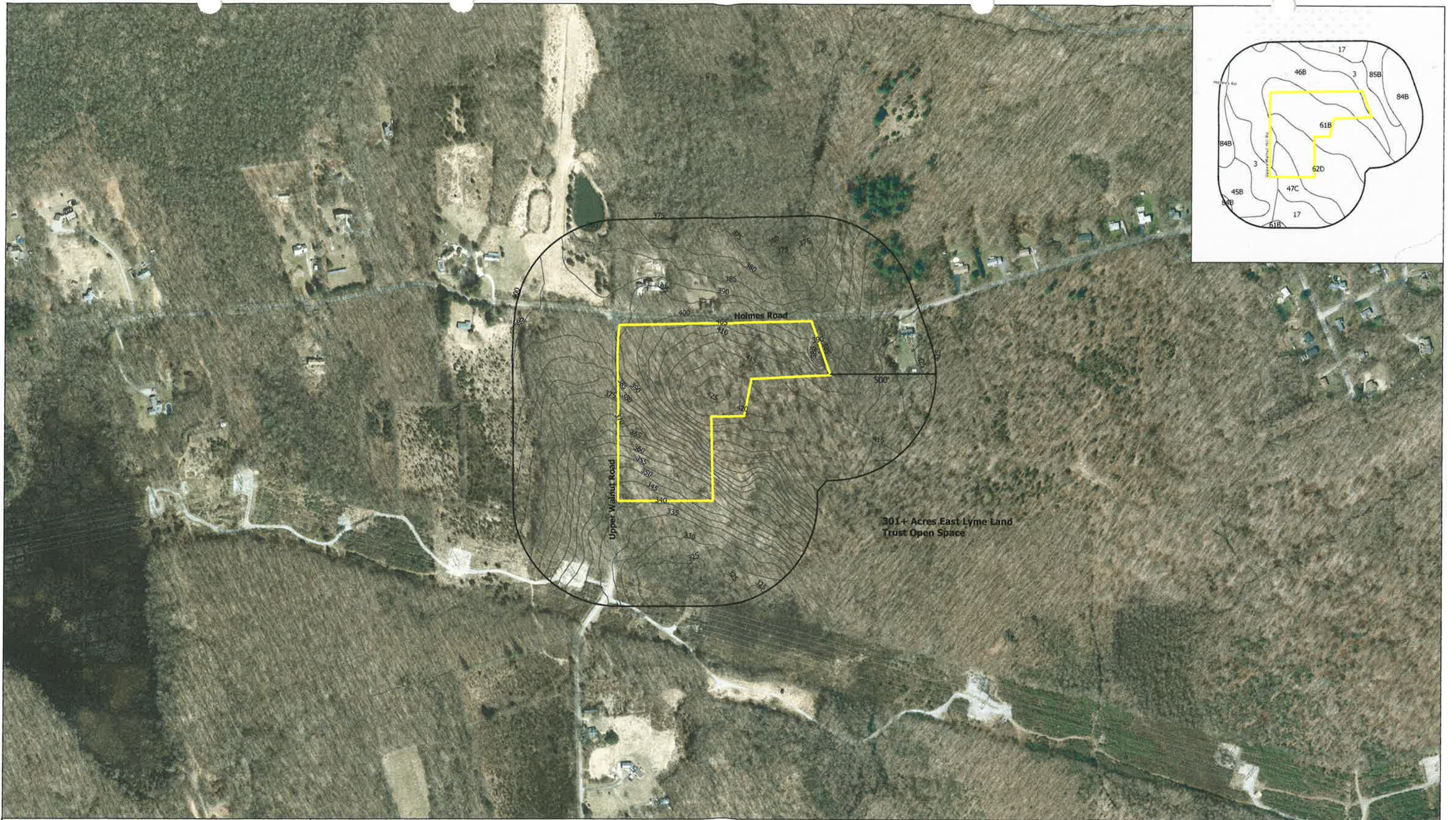
Legend
 Subject Parcel
 Proposed Affordable Housing 8-30(G)
 1000' Buffer
 5' Elevation Contours



Property Owner:
 Port Side Holdings Inc.
 English Harbour Capital Partners LLC
 as Tenants in Common

Site Context Map
 Holmes & Upper Walnut Hill Road - 5 Lot Subdivision
 Scale = 1"=200"
 Site 12.40 Acres

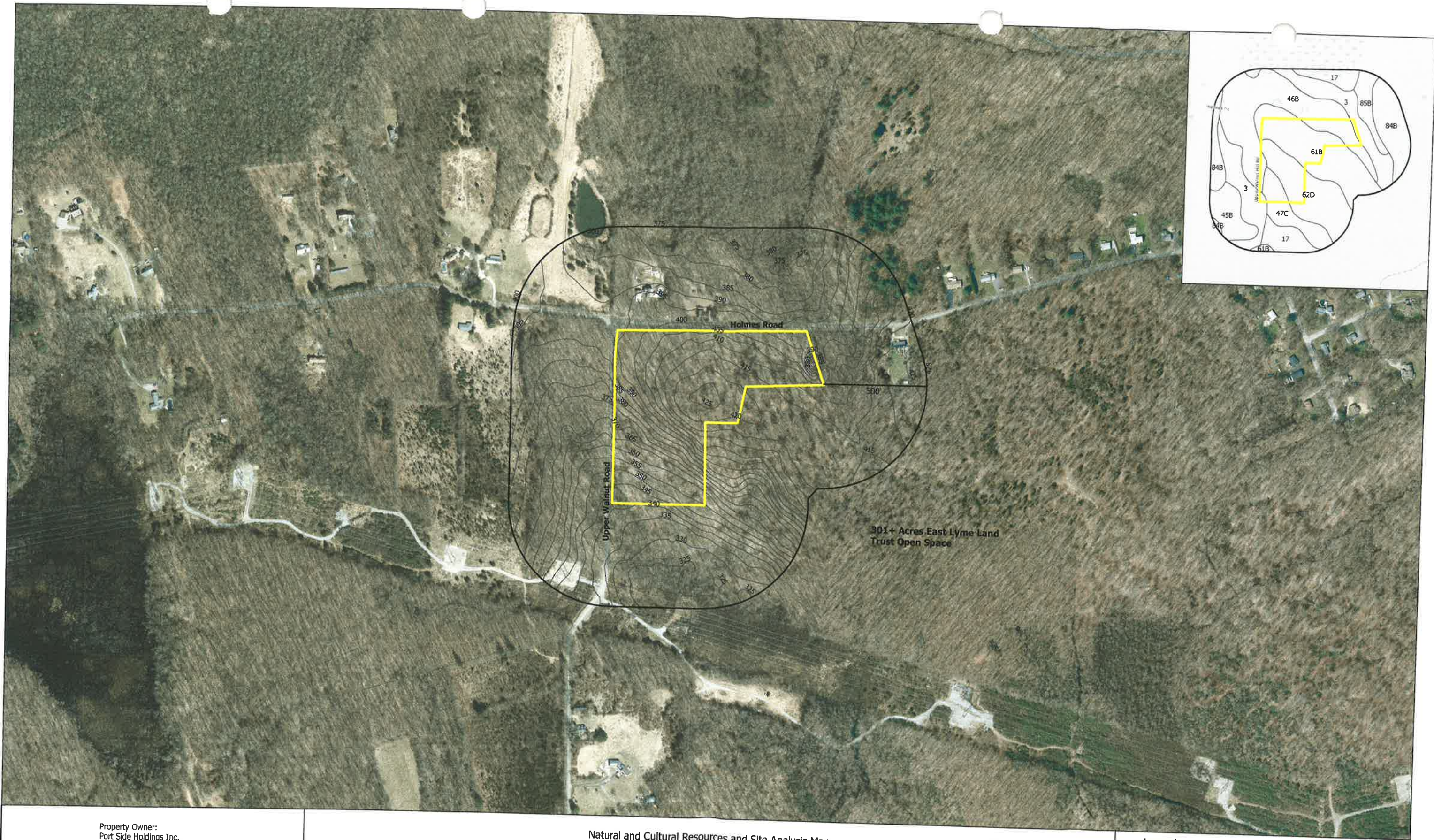
Legend
 Subject Parcel
 Proposed Affordable Housing 8-30(G)
 1000' Buffer
 5' Elevation Contours



Property Owner:
 Port Side Holdings Inc.
 English Harbour Capital Partners LLC
 as Tenants in Common

Natural and Cultural Resources and Site Analysis Map
 Holmes & Upper Walnut Hill Road - 5 Lot Subdivision
 Scale = 1"=200"
 Site 12.40 Acres

Legend
 [Yellow Outline] Subject Parcel
 [Black Outline] 500' Buffer
 [Grey Line] 5' Elevation Contours



Property Owner:
 Port Side Holdings Inc.
 English Harbour Capital Partners LLC
 as Tenants in Common

Natural and Cultural Resources and Site Analysis Map
 Holmes & Upper Walnut Hill Road - 5 Lot Subdivision
 Scale = 1"=200"
 Site 12.40 Acres

Legend
 Subject Parcel
 500' Buffer
 5' Elevation Contours

EXHIBIT 2

**THE INLAND WETLANDS IMPACT REPORT PREPARED BY JOSEPH
THEROUX IS BEING SUBMITTED UNDER SEPARATE COVER.**

EXHIBIT 4

Recorded D. & #778

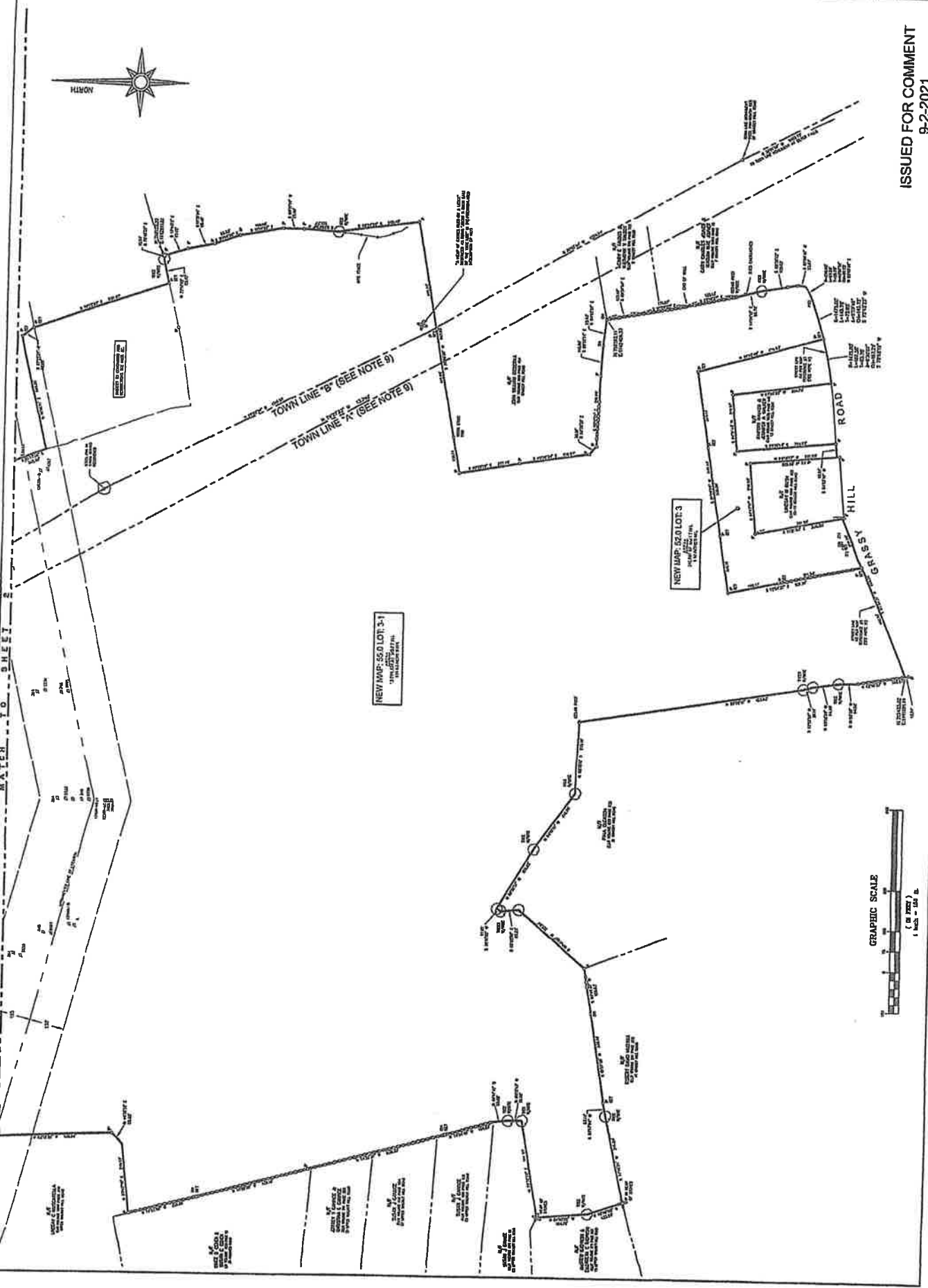
PROPERTY SURVEY - LOT LINE MODIFICATIONS
DUVAL PARTNERS LLC
FOR PROPERTY LOCATED AT
DUMES ROAD, WALNUT HILL ROAD
& GRASSY HILL ROAD
TOWNSHIP OF EAST LYME & HARTVILLE - COUNTY OF NEW LONDON - CONNECTICUT



NO.	REVISIONS	DATE

Sheet No. **S-03**
 SHEET 3 OF 4
 SCALE: 1"=150'
 DATE: SEPTEMBER 2, 2021
 PROJECT NO.: 21010-2

ISSUED FOR COMMENT
9-2-2021



NEW MAP 122 LOT 3-1
 178,000 SQ. FT.
 40 AC.

EXHIBIT 5

Recorded D.C. #257

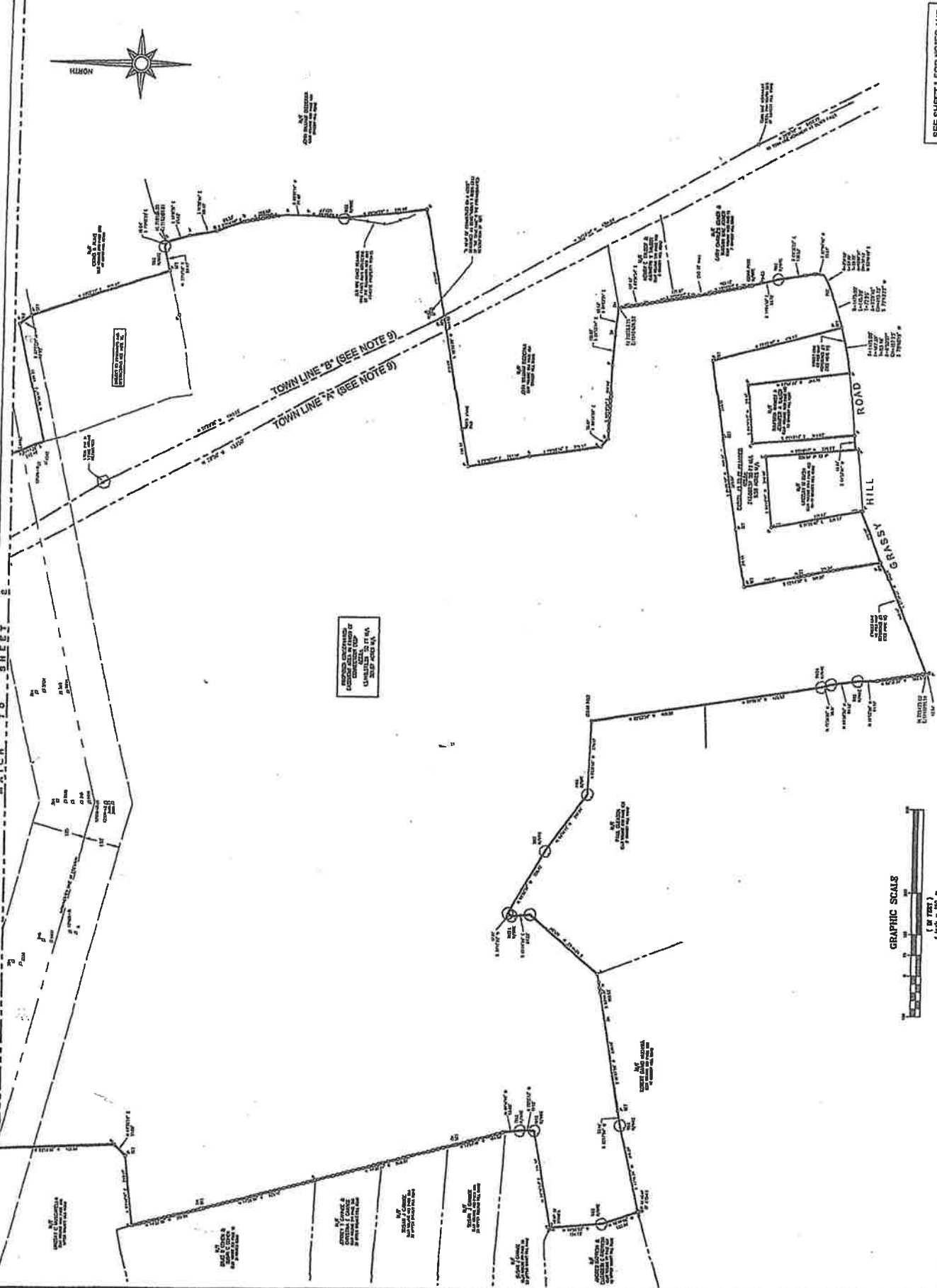
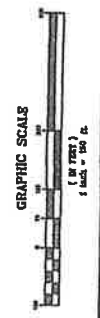
CONSERVATION EASEMENT SURVEY MAP
PROPERTY OF
JUVAL PARTNERS LLC
1000 W. WALNUT HILL ROAD
& GRASSY HILL ROAD
TOWN OF EAST LYNE & MONTVILLE - COUNTY OF NEW LONDON - CONNECTICUT



NO.	DATE	REVISIONS
1	10-1-2021	PRELIMINARY
2	10-1-2021	REVISED TO SHOW CONSERVATION EASEMENT
3	10-1-2021	REVISED TO SHOW TOWN LINES
4	10-1-2021	REVISED TO SHOW ROAD RIGHTS-OF-WAY
5	10-1-2021	REVISED TO SHOW EASEMENT BOUNDARIES
6	10-1-2021	REVISED TO SHOW PROPERTY LINES
7	10-1-2021	REVISED TO SHOW SURVEY DATA
8	10-1-2021	REVISED TO SHOW FINAL DESIGN

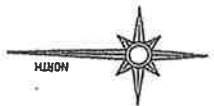
Sheet No. **S-03**
SHEET 3 OF 3
Scale: 1" = 100'
Date: SEPTEMBER 2, 2021
Project: 21040-1

SEE SHEET 1 FOR NOTES AND SURVEY CERTIFICATION



CONSERVATION EASEMENT SURVEY MAP
PROPERTY OF
JUVAL PARTNERS LLC
1000 W. WALNUT HILL ROAD
& GRASSY HILL ROAD
TOWN OF EAST LYNE & MONTVILLE - COUNTY OF NEW LONDON - CONNECTICUT

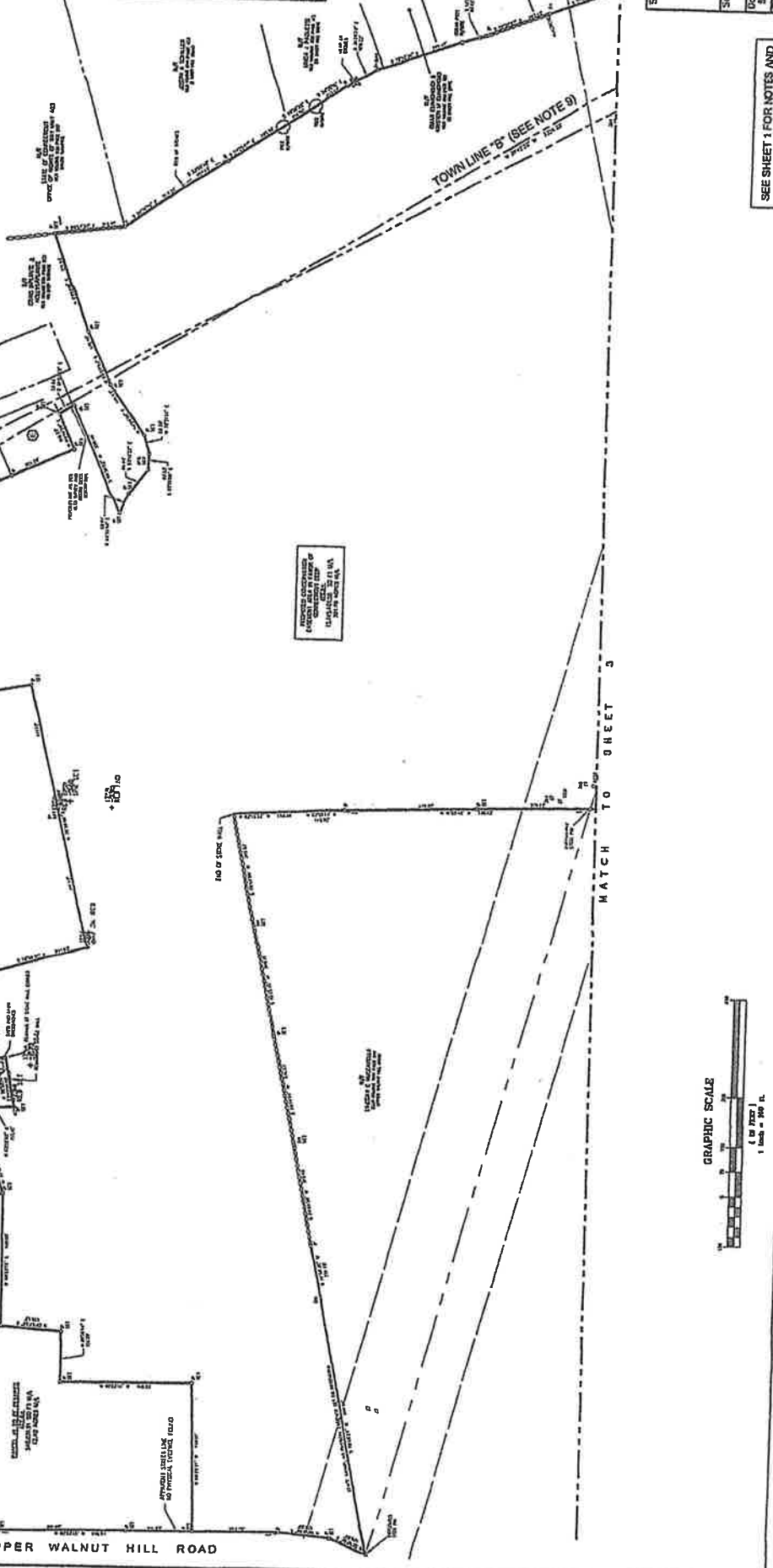
Records D. 8 #155



- 1. ALL DIMENSIONS IN FEET & INCHES
- 2. ALL DIMENSIONS TO CENTER UNLESS NOTED OTHERWISE
- 3. ALL DIMENSIONS TO CORNER UNLESS NOTED OTHERWISE
- 4. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
- 5. ALL DIMENSIONS TO CENTER UNLESS NOTED OTHERWISE
- 6. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
- 7. ALL DIMENSIONS TO CENTER UNLESS NOTED OTHERWISE
- 8. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
- 9. ALL DIMENSIONS TO CENTER UNLESS NOTED OTHERWISE
- 10. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE

CONSERVATION EASEMENT SURVEY MAP
 PROPERTY OF
NUVAL PARTNERS LLC
 FOR PARTNERS LOCATED AT
**MES ROAD, WALNUT HILL ROAD
 & GRASSY HILL ROAD**
 TOWN OF EAST TAYLOR & MONTVILLE - COUNTY OF NEW LONDON - CONNECTICUT

NO.	DATE	REVISIONS
1	08/20/2021	ISSUED FOR PERMIT
2	08/20/2021	ISSUED FOR PERMIT
3	08/20/2021	ISSUED FOR PERMIT
4	08/20/2021	ISSUED FOR PERMIT
5	08/20/2021	ISSUED FOR PERMIT
6	08/20/2021	ISSUED FOR PERMIT
7	08/20/2021	ISSUED FOR PERMIT
8	08/20/2021	ISSUED FOR PERMIT
9	08/20/2021	ISSUED FOR PERMIT
10	08/20/2021	ISSUED FOR PERMIT



Sheet No.
S-02
 SHEET 2 OF 3
 SCALE: 1" = 200'
 DATE: SEPTEMBER 2, 2021
 PROJECT NO.: 21040-1

SEE SHEET 1 FOR NOTES AND SURVEY CERTIFICATION

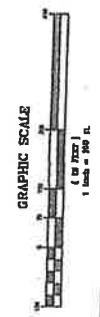


EXHIBIT 6

Recorded in EL Land
Records

VOLUME 1093
PAGE 762

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

EAST LYME LAND TRUST, INC. OSWA 576
NEHANTIC NATURE PRESERVE, EAST LYME & MONTVILLE

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

WHEREAS, The EAST LYME LAND TRUST, INC. holds title to 301.78± acres of real property located in the territorial limit of the Towns of East Lyme and Montville, Connecticut, formerly of Duval Partners, LLC having a business address of 1101 Red Ventures Drive, Fort Mill, SC 29707.

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to especially valuable farmland and passive recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by East Lyme Land Trust, Inc. is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, and East Lyme Land Trust, Inc. has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through its Commissioner of Energy and Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of East Lyme Land Trust, Inc.;

WHEREAS, East Lyme Land Trust, Inc. and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by East Lyme Land Trust, Inc.

NOW, THEREFORE, the East Lyme Land Trust, Inc., a nonprofit corporation having its territorial limits within the County of New London and State of Connecticut, (the "Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Towns of East Lyme and Montville, County of New London, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental

permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

- 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;
- 2) The right to grant access to the site for research;
- 3) Use of the Protected Property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public is defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation is defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, non-commercial hunting by individuals with valid hunting licenses and permits who have the permission of the Grantor, non-motorized boating and environmental education.

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property. Without in any way limiting the foregoing, Grantee, its successors and assigns, covenant and agree not to engage in any development or commercial rights or activities that may otherwise be permitted pursuant to that certain Declaration of Limitations, Restrictions and Covenants dated April 24, 1994 and recorded in Volume 267 at Page 355 of the Montville Land Records, as amended by that certain First Amendment to Declaration of Limitations, Restrictions and Covenants dated June 14, 1995 and recorded in Volume 280 at Page 570 of the Montville Land Records.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, the Holder is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by JP Morgan Chase Bank or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property, and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous:

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Energy and Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

President
East Lyme Land Trust, Inc.
13 Enid Lane
East Lyme, CT 06333

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns, does COVENANT with the Holder that it will WARRANT AND DEFEND title to the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

REMAINDER OF PAGE IS BLANK.

IN WITNESS WHEREOF, the parties hereto have set their hands.

EAST LYME LAND TRUST, INC.

Aithen D. Carlson 4/6/22
Vice President Date
Duly Authorized

WITNESSES
Signature Name in print
Name Jacinta George
Name Gregory M. Lard

STATE OF CONNECTICUT }
COUNTY OF NEW LONDON } SS. NEW LONDON

The foregoing instrument was acknowledged before me this 6th day of April, 2022, by Ronald Luich, President of the East Lyme Land Trust, Inc., a State of Connecticut corporation, on behalf of the corporation.

Gregory M. Lard
Commissioner of the Superior Court
Notary Public
My Commission Expires 4/30/25



STATE OF CONNECTICUT

The foregoing Conservation Easement is accepted this 1st day of June, 2022, by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, Pursuant to Connecticut General Statutes Section 7-131d(e).

Katherine S. Dykes 6/14/22
Commissioner Date
Department of Energy and Environmental Protection

WITNESSES
Signature Name in print
Name Robert M. Borzyski
Name Robert M. Borzyski

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS. CITY OF HARTFORD

The foregoing instrument was acknowledged before me this 14th day of June, 2022, by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, State of Connecticut for the State of Connecticut.

Robert M. Borzyski
Commissioner of the Superior Court
Notary Public
My Commission Expires N/A



STATUTORY AUTHORITY
Connecticut General Statutes
Section 7-131d(e)

APPROVED
William Tong
Attorney General

Joseph B. Zeman 6/20/22
By: Joseph B. Zeman Date
Assistant Attorney General

SCHEDULE A

The land upon which the East Lyme Land Trust, Inc. is placing a permanent Conservation Easement is described further by means of the following property description.

A certain piece or parcel of land lying southerly of Holmes Road, northerly of Grassy Hill Road and easterly of Upper Walnut Hill Road in the Towns of East Lyme and Montville, County of New London, State of Connecticut shown as "PROPOSED CONSERVATION EASEMENT AREA IN FAVOR OF CONNECTICUT DEEP AREA=13,145,481.56 SQ FT M/L 301.78 ACRES M/L" on a certain survey map entitled "CONSERVATION EASEMENT SURVEY MAP PROPERTY OF DUVAL PARTNERS LLC FOR PROPERTY LOCATED AT HOLMES ROAD, WALNUT HILL ROAD & GRASSY HILL ROAD TOWN OF EAST LYME & MONTVILLE - COUNTY OF NEW LONDON - CONNECTICUT" Sheets 1 through 3 of 3 Scale: 1"=150' Date: September 2, 2021 Revised: 12-5-2021, prepared by James Bernardo License #70121 James Bernardo Land Surveying LLC. Said map to be recorded in the East Lyme and Montville Land Records. Said parcel being more particularly bounded and described as follows:

Beginning at Mag Nail set in a driveway apron at the northeasterly corner of the within described parcel of land and the northwesterly corner of land now or formerly of Robert W Schultz Sr & Linda C Schultz on the southerly street line of Homes Road

THENCE running S 20°46'34" E along land of said Schultz a distance of 112.00' to a point;

THENCE running S 32°25'12" E along land of said Schultz a distance of 48.70' to an iron pin;

THENCE running N 69°53'03" E along land of said Schultz a distance of 260.00' to an iron pin at land now or formerly of Dennis Nylan;

THENCE running S 24°23'31" E along land of said Nylan, land now or formerly of Robert N & Heidi A Hary, land now or formerly of Steven K & Judith L Bitcliffe and land now or formerly of Michael W Jezierski, in part by each, a distance of 833.40' to an iron pin;

THENCE running N 65°34'24" E along land of said Jezierski a distance of 116.27' to an iron pin;

THENCE running S 31°07'05" E along land of said Jezierski a distance of 50.34' to an iron pin at land now or formerly of Craig & Holly Laplante;

THENCE running S 65°34'22" W along land of said Laplante a distance of 359.46' to an iron pin;

THENCE running S 66°33'50" E along land of said Laplante a distance of 68.84' to an iron pin;

THENCE running S 53°18'22" E along land of said Laplante a distance of 94.44' to an iron pin;

THENCE running S 87°01'06" E along land of said Laplante a distance of 47.63' to an iron pin;

THENCE running N 72°31'51" E along land of said Laplante a distance of 58.39' to an iron pin;

THENCE running N 54°28'59" E along land of said Laplante a distance of 185.63' to an iron pin;

THENCE running N 64°27'33" E along land of said Laplante a distance of 171.58' to an iron pin;

THENCE running N 69°52'55" E along land of said Laplante a distance of 321.53' to an iron pin in a stone wall at land now or formerly of the State of Connecticut, Office of Rights of Way Unit 403;

THENCE running S 06°57'30" E along said stone wall and land of said State of Connecticut a distance of 214.81' to an iron pipe at land now or formerly of Joseph A. Schiller;

THENCE running S 34°36'19" E along land of said Schiller a distance of 207.21' to a heap of stones;

THENCE running S 33°00'40" E along land of said Schiller a distance of 157.13' to an iron pipe;

THENCE running S 33°05'07" E along land of said Schiller a distance of 192.10' to a tree with wire fence;

THENCE running S 34°00'55" E along land of said Schiller, in part, and along land now or formerly of Linda J. Paquette a distance of 114.00' to a tree with wire;

THENCE running S 34°28'05" E along land of Paquette a distance of 113.43' to an iron pipe;

THENCE running S 31°29'28" E along land of said Paquette a distance of 109.22' to a tee bar;

THENCE running S 18°52'36" E, along land of said Paquette, in part, and along land now or formerly of Omar & Kristen M Elhadhoudi and along land now or formerly of Eric D & Sarah Denise Self a distance of 265.45' to a cedar post with wire;

THENCE running S 16°08'36" E, in part along a stone wall, along land of said Self a distance of 82.65' to an iron pipe;

THENCE running S 21°35'27" E along said stone wall and land of said Self and land now or formerly of Craig A Ruhs, in part by each, a distance of 192.13' to a drill hole;

THENCE running S 21°17'08" E along land of said Ruhs a distance of 342.49' to a point;

THENCE running N 76°56'11" E along land of said Ruhs a distance of 434.25' to an iron pin;

THENCE running S 37°27'21" E along land of said Ruhs a distance of 52.95' to an iron pin;

THENCE running S 19°02'33" E along land of said Ruhs a distance of 520.07' to an iron pin;

THENCE running N 77°11'10" E along land of said Ruhs a distance of 89.47' to a tree with wire;

THENCE running S 70°48'29" E along land of said Ruhs a distance of 15.04' to an iron pin at land now or

formerly of John William Biederka;

THENCE running S 17°44'15" E along land of said Biederka a distance of 85.02' to an iron pipe;

THENCE running S 11°26'44" E along land of said Biederka a distance of 101.47' to an iron pipe;

THENCE running S 20°04'06" E along land of said Biederka a distance of 99.53' to an iron pipe at the end of a stone wall;

THENCE running S 10°11'33" E along said stone wall, in part, and along land of said Biederka a distance of 162.50' to an iron pipe;

THENCE running S 00°21'19" W along land of said Biederka a distance of 77.40' to an iron pipe;

THENCE running S 03°56'28" W along land of said Biederka a distance of 127.77' to a tree with wire;

THENCE running S 08°34'22" E along land of said Biederka a distance of 295.48' to an iron pin;

THENCE running S 79°50'38" W along land of said Biederka a distance of 947.82' to an iron pin;

THENCE running S 09°58'09" E along land of said Biederka a distance of 227.58' to an iron pipe;

THENCE running S 08°50'34" E along land of said Biederka a distance of 258.57' to an iron pipe;

THENCE running S 50°26'50" E along land of said Biederka a distance of 38.81' to an iron pipe;

THENCE running S 88°10'26" E in part along a stone wall and along land of said Biederka a distance of 268.95' to an iron pipe;

THENCE running S 86°55'14" E along land of said Biederka a distance of 110.90' to a drill hole;

THENCE running S 84°02'21" E along land of said Biederka a distance of 98.92' to a drill hole in the end of a stone wall at land now or formerly of Henry E Talbot & Kathryn V Talbot;

THENCE running S 09°31'54" E along said stone wall and land of said Talbot a distance of 127.47' to an angle in said wall;

THENCE running S 10°05'22" E along said stone wall and land of said Talbot and along land now or formerly of Gary Charles Jouver & Mariah Mae Jouver, in part by each, a distance of 171.87' to the end of said stone wall;

THENCE running S 12°10'37" E along land of said Jouver, crossing a barway in said stone wall, a distance of 183.13' to a cedar post with wire;

THENCE running S 14°04'18" E along land of said Jouver a distance of 96.78' to a tree with wire;

THENCE running S 09°36'02" E along land of said Jouver, in part along the remains of a stone wall, a distance of 138.52' to a point;

THENCE running S 07°04'46" W along land of said Jouver a distance of 25.67' to a point on the northerly street line of Grassy Hill Road, said point being the southeasterly corner of the within described parcel;

THENCE westerly along the northerly street line of Grassy Hill Road with a curve turning to the right with an arc length of 57.26', a radius of 250.00', a chord bearing of S 63°19'49" W, and a chord length of 57.13', to a point;

THENCE westerly along the northerly street line of Grassy Hill Road with a compound curve turning to the right with an arc length of 145.78', a radius of 1,475.00', a chord bearing of S 72°43'23" W, and a chord length of 145.72', to an iron pin at land to be retained;

THENCE running N 15°42'46" W along land to be retained a distance of 476.93' to an iron pin;

THENCE running S 81°09'56" W along land to be retained a distance of 840.44' to an iron pin;

THENCE running S 12°04'37" E along land to be retained, partly along a stone wall, a distance of 501.51' to an iron pin on the northerly street line of Grassy Hill Road;

THENCE running S 67°34'21" W along the northerly street line of Grassy Hill Road a distance of 440.14' to a point at the end of a stone wall at land now or formerly of Paul Gleason, said point being a southwesterly corner of the within described parcel;

THENCE running N 09°15'20" W along said stone wall and land of said Gleason a distance of 182.57' to a point at the end of said stone wall;

THENCE running N 01°56'08" W along land of said Gleason a distance of 64.50' to a tree with wire;

THENCE running N 08°08'30" W along land of said Gleason a distance of 94.58' to a tree with wire;

THENCE running N 15°56'00" W along land of said Gleason a distance of 36.11' to a tree with wire;

THENCE running N 09°09'11" W along land of said Gleason a distance of 423.53' to a point at the beginning of a stone wall running east-west;

THENCE running N 09°03'59" W along land of said Gleason a distance of 405.59' to a cedar post;

THENCE running N 88°05'58" W along land of said Gleason a distance of 278.10' to a tree with wire;

THENCE running N 54°41'11" W along land of said Gleason a distance of 256.94' to a tree with wire;

THENCE running N 59°20'57" W along land of said Gleason a distance of 256.95' to a tree with wire;

THENCE running S 34°41'02" W along land of said Gleason a distance of 17.61' to a tree with wire;

THENCE running S 05°06'26" E along land of said Gleason a distance of 67.23' to a tree with wire;

THENCE running S 40°49'03" W along land of said Gleason a distance of 321.94' to an iron pin at land now or formerly of Robert David Hudyma;

THENCE running S 80°44'37" W along land of said Hudyma, in part along the remains of stone wall a

distance of 166.63' to a drill hole at the end of a stone wall;
THENCE running S 81°07'58" W along said stone wall and land of said Hudyma a distance of 339.18' to an iron pin at the end of said stone wall;
THENCE running S 80°17'04" W along land of said Hudyma a distance of 53.14' to a tree with wire;
THENCE running S 77°16'24" W along land of said Hudyma a distance of 316.24' to an iron pin in a heap of stones at land now or formerly of Andrew Radynski & Elizabeth C. Radynski, said point being a southwesterly corner of the within described parcel;
THENCE running N 18°49'08" W along land of said Radynski a distance of 133.66' to a tree with wire;
THENCE running N 04°50'02" W along land of said Radynski a distance of 184.72' to a heap of stones at land now or formerly of Susan J Gannoe;
THENCE running N 79°36'59" E along land of said Gannoe a distance of 351.37' to a tree with wire;
THENCE running N 00°15'43" W along land of said Gannoe a distance of 51.56' to a tree with wire;
THENCE running N 04°41'48" W along land of said Gannoe a distance of 55.88' to a point at the end of a stone wall;
THENCE running N 14°54'46" W along said stone wall and land of said Gannoe a distance of 184.88' to a drill hole;
THENCE running N 14°30'21" W along said stone wall and land of said Gannoe a distance of 509.20' to an iron pin at land now or formerly of Bruce D Cohen & Susan C Cohen;
THENCE running N 14°26'06" W along said stone wall and land of said Cohen a distance of 425.10' to a drill hole;
THENCE running N 14°33'50" W along said stone wall and land of said Cohen a distance of 251.86' to an iron pipe at land now or formerly of Lindsay C. Muscarella;
THENCE running N 83°40'56" E along land of said Muscarella a distance of 249.17' to an iron pin;
THENCE running N 44°35'29" E along land of said Muscarella a distance of 55.00' to an iron pipe;
THENCE running N 02°15'50" W along land of said Muscarella a distance of 428.66' to an Eversource steel pin;
THENCE running N 01°25'40" W along land of said Muscarella a distance of 738.13' to an iron pipe at the end of a stone wall;
THENCE running N 03°25'14" W along said stone wall and land of said Muscarella a distance of 142.80' to a point at the end of said stone wall;
THENCE running N 03°15'22" W along land of said Muscarella a distance of 188.08' to a point at the end of another stone wall;
THENCE running S 78°47'56" W along said stone wall and land of said Muscarella a distance of 348.33' to a drill hole;
THENCE running S 78°55'25" W along said stone wall and land of said Muscarella a distance of 346.19' to a iron pin;
THENCE running S 78°14'59" W along said stone wall and land of said Muscarella a distance of 336.35' to a drill hole;
THENCE running S 79°03'58" W along said stone wall and land of said Muscarella a distance of 310.10' to an iron pin at the end of said stone wall;
THENCE running S 77°50'35" W along land of said Muscarella a distance of 154.78' to a drill hole;
THENCE running S 78°48'24" W along land of said Muscarella, traversing through a dense swamp, a distance of 804.89' to an Eversource steel pin on the easterly street line of Walnut Hill Road;
THENCE running N 25°10'32" E along the easterly street line of Walnut Hill Road a distance of 120.65' to an iron pin;
THENCE running N 06°10'08" E along the easterly street line of Walnut Hill Road a distance of 156.22' to an iron pipe;
THENCE running N 00°23'16" W along the easterly street line of Walnut Hill Road a distance of 253.72' to an iron pin at other land to be retained;
THENCE running N 88°20'21" E along land to be retained a distance of 450.11' to an iron pin;
THENCE running N 00°23'16" W along land to be retained a distance of 400.00' to an iron pin;
THENCE running N 89°36'44" E along land to be retained a distance of 156.09' to an iron pin;
THENCE running N 04°57'33" E along land to be retained a distance of 179.13' to an iron pin;
THENCE running N 89°33'13" E along land to be retained a distance of 400.00' to an iron pin at land now or formerly of Heather Longo Racicot & Louis Phillip Racicot;
THENCE running N 70°12'34" E along land of said Racicot a distance of 271.48' to an iron pin;
THENCE running S 02°26'02" E along land of said Racicot a distance of 117.41' to an iron pin at the remains of stone wall;
THENCE running N 78°53'14" E along land of said Racicot a distance of 150.00' to a point at the remains of a stone wall corner;
THENCE running N 06°13'51" W along said stone wall and land of said Racicot a distance of 96.20' to a

point;

THENCE running N 02°35'02" W along land of said Racicotl a distance of 47.12' to an iron pin;
THENCE running N 45°36'49" E along land of said Racicotl a distance of 34.16' to an iron pin;
THENCE running N 70°05'20" E along land of said Racicotl a distance of 157.10' to an iron pin;
THENCE running N 18°12'00" W along land of said Racicotl a distance of 115.88' to an iron pin on the southerly street line of Holmes Road;
THENCE running N 71°55'24" E along the southerly street line of Holmes Road a distance of 50.53' to an iron pin at other land to be retained;
THENCE running S 16°56'23" E along land to be retained a distance of 297.30' to an iron pin;
THENCE running S 16°56'21" E along land to be retained a distance of 307.63' to an iron pin;
THENCE running N 76°58'06" E along land to be retained a distance of 411.17' to an iron pin;
THENCE continuing N 76°58'06" E along land to be retained a distance of 417.12' to an iron pin;
THENCE running N 10°40'31" W along land to be retained a distance of 673.49' to an iron pin on the southerly street line of Holmes Road;
THENCE running N 77°13'57" E on the southerly street line of Holmes Road a distance of 201.23' to the point and place of beginning.
Said piece or parcel being 301.78+/- acres.

Said premises is subject to:

1. Easement in favor of Eastern Power Co., dated September 30, 1926 and recorded in Volume 27 at Page 142 and Volume 27 at Page 301 of the East Lyme Land Records.
2. Easement in favor of CL&P dated January 25, 1928 and recorded in Volume 27 at Page 555 of the East Lyme Land Records.
3. Easement in favor of CL&P dated June 14, 1944 and recorded in Volume 44 at Page 26 of the East Lyme Land Records.
4. Easement in favor of CL&P dated July 27, 1953 and recorded in Volume 63 at Page 499 of the East Lyme Land Records.
5. Easement in favor of CL&P dated November 8, 1966 and recorded in Volume 112 at Page 123 of the East Lyme Land Records.
6. Easement in favor of Eastern Power Company dated September 30, 1926 and recorded in Volume 42 at Page 8 and Volume 42 at Page 57 of the Montville Land Records.
7. Easement in favor of CL&P dated January 25, 1928 and recorded in Volume 42 at Page 377 of the Montville Land Records.
8. Easement in favor of CL&P dated July 20, 1953 and recorded in Volume 57 at Page 500 of the Montville Land Records.
9. Easement in favor of CL&P dated November 8, 1966 and recorded in Volume 93 at Page 555 of the Montville Land Records.
10. Easement in favor of CL&P dated September 26, 1966 and recorded in Volume 93 at Page 340 of the Montville Land Records.
11. Easement in favor of CL&P dated March 11, 1968 and recorded in Volume 99 at Page 667 of the Montville Land Records.
12. Declaration of Restrictions and Covenants dated April 26, 1994 and recorded in Volume 267 at Page 355 and amended by amendment dated June 14, 1995 and recorded in Volume 280 at Page 570 of the Montville Land Records.

EXHIBIT 7



App No. _____
Check No. _____
Receipt No. _____
REVIEW FEE: see application Make check to LLHD or pay online at www.LLHD.org rev 4/30/17

Promoting
healthy
communities

Application for Septic Plan Review

Notes:

1. Please provide a scaled site plan of the property with an accurate parcel address – one copy, two copies if state review is required.
2. If requesting a septic design plan review, please submit building plans including floor plans of all levels and all structure.
3. If requesting subdivision plan review for a town commission approval, please provide the date of the commission meeting under "Additional Information" below.

Date: 4/30/2023 Property Address: Upper Walnut Hill/Holmes Road Town: East Lyme

Applicant Name: Kristen Clarke, P.E. Phone: 434-409-9515

Email: kristentclarke@gmail.com Fax: _____

Applicant Address (if different from above): 20 Risingwood Drive, Bow, NH 03304

Property Water Supply: Well (s) Public Water Both

Type of Review Requested:

- Septic Design Plan - Single Lot (Fee: \$155 – includes 1 revision)
- Revision of Septic Design Plan (beyond one revision) (Fee: Half of Plan Review Fee)
- Subdivision Feasibility / commission review. Number of lots: 5 (Fee: \$150 per lot)
- State DPH review (e.g., septic systems >2000 gpd; request for State exception) (Fee: \$100)

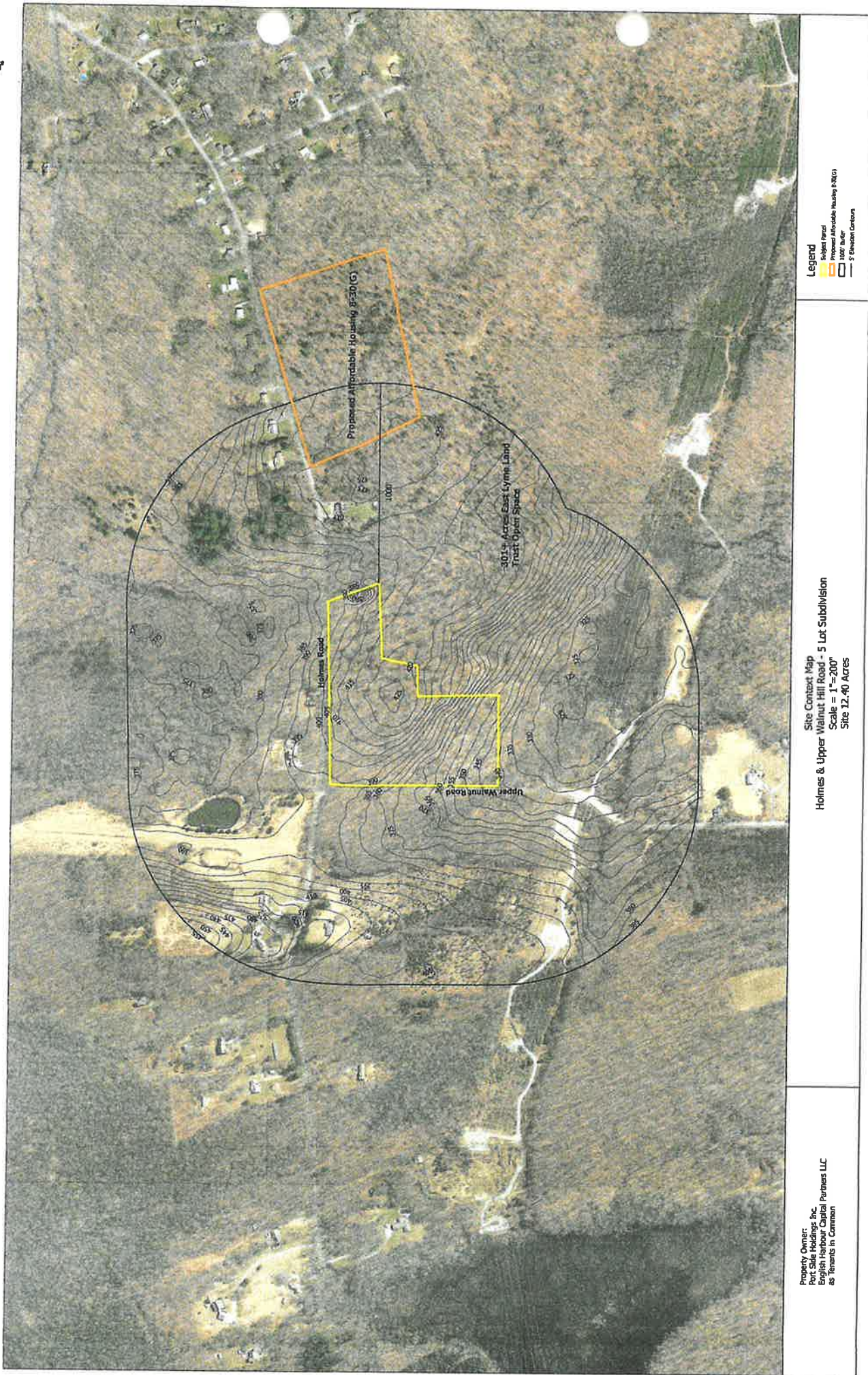
Additional Information:

Signed: Kristen Clarke

Assigned to: _____ Title: _____

Date Received: _____

EXHIBIT 8

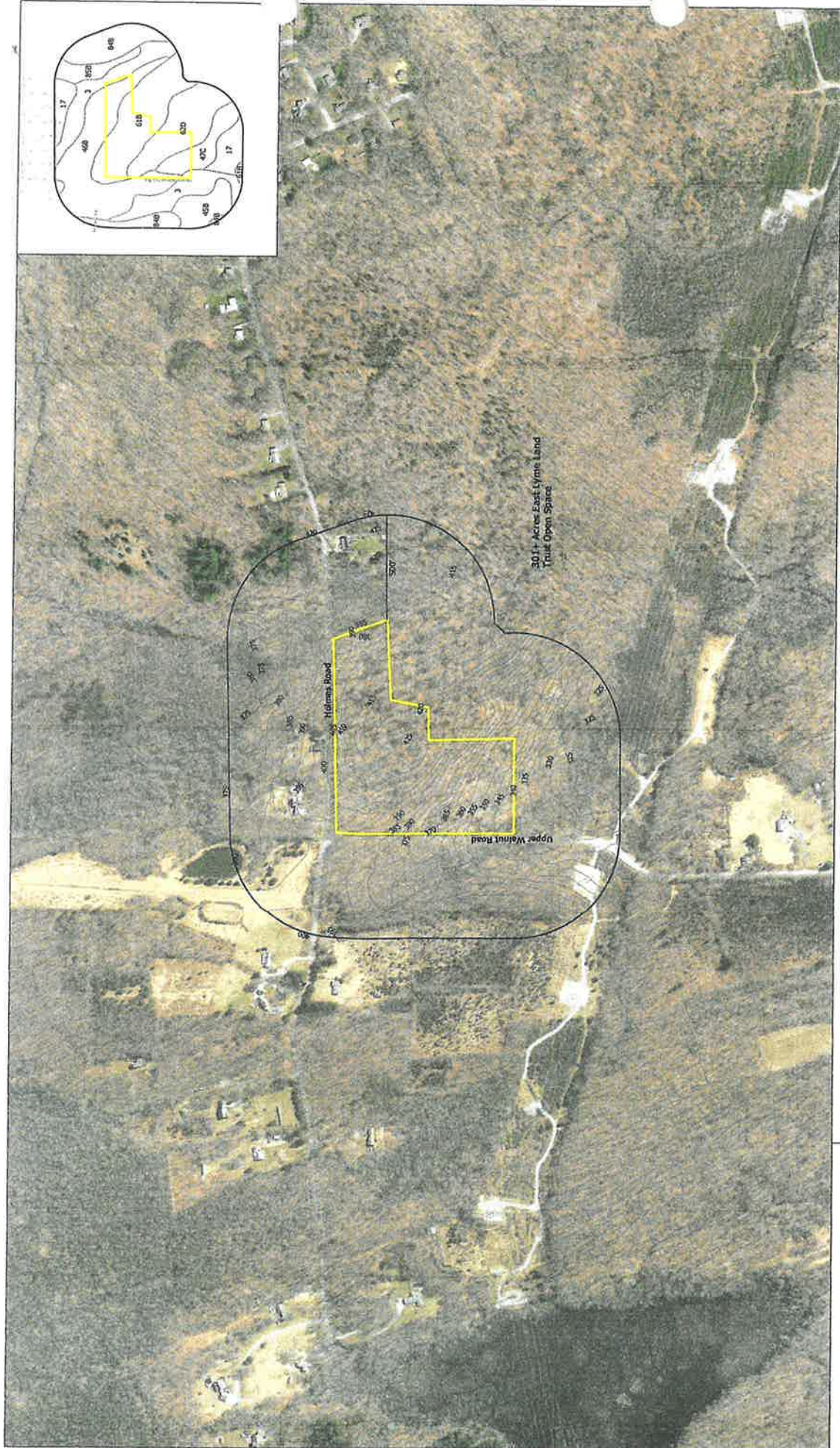


Property Owner:
Port Side Holdings Inc.
English Harbour Capital Partners LLC
as Tenants in Common

Site Contact Map
Holmes & Upper Walnut Hill Road - 5 Lot Subdivision
Scale = 1"=200'
Site 12.40 Acres

Legend
 - Subject Parcel
 - Proposed Affordable Housing 301+ Acres
 - 100' Buffer
 - 5' Easement Corridor

EXHIBIT 9



Property Owner:
 Port Site Holdings LLC
 English Harbour Capital Partners LLC
 49 Partners in Common

Natural and Cultural Resources and Site Analysis Map
 Holmes & Upper Walnut Hill Road - 5 Lot Subdivision
 Scale = 1"=200'
 Site 12.40 Acres

Legend
 Subject Parcel
 30' Buffer
 7' Elevation Contour

30' Buffer East Lyme Land
 True Open Space

Upper Walnut Road

Holmes Road

EXHIBIT 10

March 3, 2023

Mr. Gary Goeschel
Director of Planning
108 Pennsylvania Ave
Niantic, CT 06357-1510

Re: Proposed Subdivision, Holmes Road, East Lyme

Dear Mr. Goeschel:

The Office of State Archaeology (OSA) reviewed the project plans for the proposed subdivision on Holmes Road in the town of East Lyme. The planned project includes development of a six-lot residential subdivision on approximately 12.4 acres along Holmes and Upper Walnut Hill roads. Four of the planned lots will be accessed from Holmes Road and two from Upper Walnut Hill Road. The property abuts open-space land owned by the East Lyme Land Trust. The land proposed for development is situated in an area of light residential development and is currently wooded. Development plans include division of the larger property into six lots, and construction of a single-family house, driveway, and associated utilities and infrastructure on each.

OSA examined state archaeological site files and reports, USDA soil maps, historic maps, LiDAR imagery, and aerial photographs to assess the archaeological sensitivity of the project area. The proposed development area is situated on Walnut Hill, just north of Cranberry Meadow Brook, and south of wetlands North of Holmes Road. Soils in the proposed development area primarily consist of stony Woodbridge and Canton and Charlton fine sandy loams, 0 to 8 percent slopes. The project area is located to the west of the former proposed Route 11 corridor. Archaeological surveys of this corridor identified several pre-colonial period Indigenous archaeological sites less than one mile from the project area. The previously identified sites cluster near wetlands, reflecting the importance of such landscapes to local Indigenous settlement patterns.

Given the proximity of Cranberry Meadow Brook and the wetlands to the north and south of the project area, the property is considered sensitive for archaeological resources. OSA recommends that a Phase IB archaeological reconnaissance survey be completed prior to the start of development activities. The survey should be conducted in accordance with State Historic Preservation Office standards summarized in the state's *Environmental Review Primer for Connecticut Archaeological Resources*, (<https://portal.ct.gov/-/media/DECD/Historic-Preservation/Environmental-Review-Primer-for-CTs-Archaeological-Resources.pdf?la=en>). A list of Cultural Resource Management firms trained to undertake such a survey is included with this letter. This survey would consist of an historical and environmental background review of the property to better document its past use and soil conditions, and a visual inspection of the property to assess the potential for intact soils and archaeological deposits, and the excavation of a limited number of archaeological shovel test pits to establish the presence or absence of archaeological remains within the project area. If artifacts or cultural features suggesting the potential presence of a significant archaeological resource are encountered, some additional testing may be required to establish the site's National Register eligibility. Should the finds be determined to be insignificant, no further work would be required. The results of the survey can be presented to my office as a condensed memorandum report for review.

Should you have any questions, feel free to contact me at sarah.sportman@uconn.edu or (860) 617-6884.

Sincerely,



Sarah P. Sportman, Ph.D.
Office of State Archaeology

Cc: Kristen Clarke, PE; Catherine Labadia and Cory Atkinson, CTSHP

Kristen T. Clarke P.E.
20 Risingwood Drive
Bow, New Hampshire 03304

April 30, 2023

Hand Delivered
Gary Goeschel
Wetlands
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Re: Nehantic Highlands Subdivision
Holmes Road/Upper Walnut Hill Road

Dear Mr. Goeschel,

Enclosed please find our Permit Application to the Inland Wetlands Agency regarding the above referenced proposed subdivision;

- 1) The Inland Wetlands Agency Application
- 2) The application fee.
- 3) 2 full size sets of the ten page original stamped and signed Subdivision Plans together with 10-11" x 17" copies thereof.
- 4) The Wetlands Impact Report for the proposed subdivision prepared by Joseph Theroux.
- 5) The Design Report for the proposed subdivision prepared by the undersigned.

Sincerely,



Kristen Clarke P.E., Co- Applicant

Cc Jim Bernardo L.S.
Tim May P.E.
Paul Geraghty, Esq.
Shelly Harney