

**AMENDED DESIGN REPORT
NEHANTIC HIGHLANDS SUBDIVISION PLAN
Holmes Road/Upper Walnut Hill Road
EAST LYME, CONNECTICUT
July 12, 2023**

The Subdivision of property located on Holmes Road and Upper Walnut Hill Road will create 3 new lots from the existing 10.33 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. The reduction in the size of the property and the elimination of one lot is attributable to the Free/First Split of the property and the conveyance of .85 acres to the East Lyme Land Trust, Inc. See Deed, Exhibit 1.

BIOLOGICAL REPORT

Attached as Exhibit 2 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 no inland wetlands on the subject property as all areas containing Inland Wetlands have been conveyed to the East Lyme Land Trust, Inc. Prior to their conveyance these wetland boundaries were field located by Soil Scientist Joseph Theroux and the wetlands flags were surveyed by James Bernardo Land Surveying LLC. A report detailing the wetlands identification prepared by Mr. Theroux is attached as Exhibit 3. A Second report addressing the fact there will be no impacts to the offsite wetlands by the proposed development activities, also prepared by Mr. Theroux, is attached as Exhibit 4.

OPEN SPACE

The property being subdivided is a 10.33 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 5. 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, (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 6. 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 7. Accordingly, we have been advised by our Legal Counsel that the dedication of any additional Open Space should not be required. Notwithstanding this the applicants donated three parcels of the property totaling .85 acres to the East Lyme Land Trust, Inc. by warranty Deed recorded in the Town of East Lyme Land Records on July 11, 2023 which was recorded a Volume 1098 Page 386. See Exhibit 8. In addition the applicants have agreed to provide a Conservation Easement to the East Lyme Land Trust, Inc., Exhibit 9, on 2.55 acres identified on the revised plans. The Conservation Easement will serve as a buffer to the abutting land owned by the East Lyme Land Trust, Inc.

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 conditional approval for the proposed lots was received from Ledge Light Health District on May 19, 2023. The revised plans satisfy each of the conditions of the approval. Exhibit 10.

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. All matters identified by the Town Engineer dated June 7, 2023 were addressed in a revised report submitted on June 16, 2023 which appears

in the record of this matter as Exhibit L. No additional comments were received from the Town Engineer after submission of the revised report.

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 11. A full size (24" x 36") copy of this plan was included with the initially submitted plan set.

NATURAL & CULTURAL RESOURCE MAP

This Revised Map that addressed each of the Plan Comments by the Director of Planning on May 30, 2023 appears in the record of this matter as Exhibit I. This map complies with the requirements of East Lyme Subdivision Regulations Section 5-2-2 (B) and is attached as Exhibit 12.

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 13. The Archeologists report dated "June 2023" has been submitted as an exhibit to the record of this matter. A letter from the State of Connecticut Archaeologist Sarah Sportman, Ph.D. dated July 5, 2023 to Mr. Goeschel is attached as Exhibit 14.

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 10.33 acre property while relatively flat, with the exception of the sloping on 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

WARRANTY DEED-STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW
PORT SIDE HOLDINGS, INC. of the City of Cheyenne, County of Laramie and State of Wyoming and **ENGLISH HARBOUR CAPITAL PARTNERS LLC** of the City of Sheridan, County of Sheridan and State of Wyoming as **TENNANTS IN COMMON** for consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration grants to the **EAST LYME LAND TRUST, INC.** of the Town of East Lyme, County of New London and State of Connecticut with **WARRANTY COVENANTS**, all those certain pieces or parcels of land situated in the Town of East Lyme, County of New London and State of Connecticut, known as a portions of Assessors Map 55.0 Lot 3.2 identified as Parcels A, B & C on a plan titled "Subdivision Plan Nehantic Highlands Subdivision Applicant: Kristen Clarke PE & Shelly Harney Holmes Road & Upper Walnut Hill Road, East Lyme, Connecticut prepared by James Bernardo Land Surveying, LLC 102 Spithead Road, Waterford, Connecticut 06385. Total Area conveyed = 0 .85 acres M/L and being further described on Schedule A attached hereto.

Said Premises are conveyed subject to:

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

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

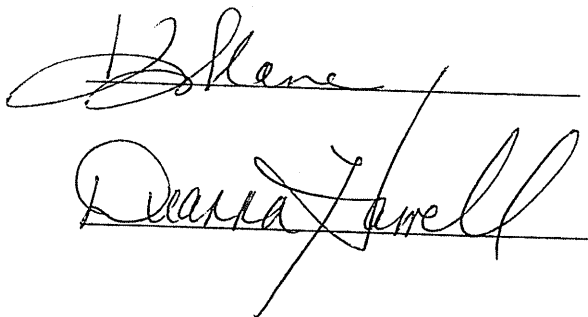
The retained rights of Grantor and or its Assigns to remove dead, diseased or hazardous vegetation upon receipt of any required permit(s) from the Town of East Lyme Inland Wetlands Agency.

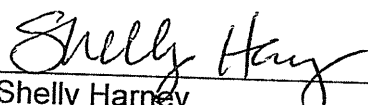
The retained right of Grantor or its assigns to drain stormwater onto the subject properties as is currently occurring and or upon such additional terms approved by permit(s) provided by the Town of East Lyme Inland Wetlands Agency

IN WITNESS WHEREOF, the Grantors has/have caused these presents to be executed on this 5th day of July, 2023.

Witnessed by:

PORT SIDE HOLDINGS, INC.


Duanna Farrell

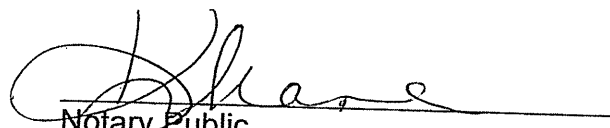
By: 
Shelly Harney
its Manager, duly authorized

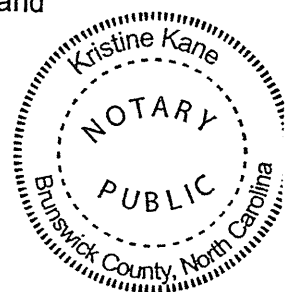
STATE OF NORTH CAROLINA

COUNTY OF Brunswick

)
)
) ss:

On this 5th day of July, 2023, before me, the undersigned officer, personally appeared Shelly Harney, as President of Port Side Holdings, Inc., known to me (or satisfactorily proven) to be the persons whose name is transcribed to the foregoing document and acknowledged same to be her free act and deed, and the free act and deed of the company, before me.


Notary Public
My Commission Expires 10/16/2024

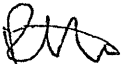



ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE


IN WITNESS WHEREOF, I have hereunto set my hand this 07 day of July, 2023

ENGLISH HARBOUR CAPITAL PARTNERS
LLC

Witness

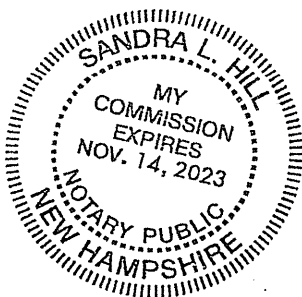

Rianna Martin

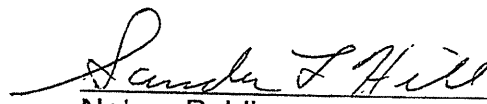
By 
Kristen T. Clarke, Manager


Breanna Fields

STATE OF NEW HAMPSHIRE)
COUNTY OF Hillsborough) ss:

Personally, appeared Kristen T. Clarke, Manager of Hathaway Farm LLC, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said limited liability company, this 07 day of July, 2023, before me.

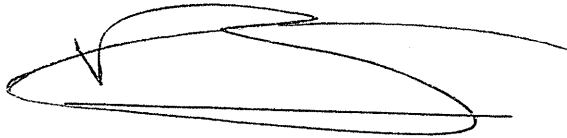



Notary Public

The EAST LYME LAND TRUST, INC. hereby acknowledges acceptance of the foregoing conveyance.

Signed, Sealed and Delivered
In the presence of

EAST LYME LAND TRUST, INC.



By Arthur Carlson
Arthur Carlson, Vice President

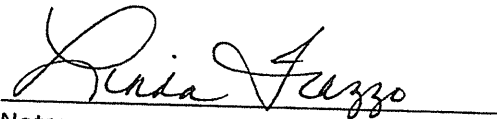
Linda Frazzo

STATE OF CONNECTICUT

SS New London

COUNTY OF NEW LONDON

The foregoing Instrument was acknowledged before me this 11th day of July, 2023 by Arthur Carlson, Vice President of the East Lyme Land Trust, Inc., a State of Connecticut Corporation, on behalf of said corporation.



Notary

My commission expires

LINDA FRAZZO
NOTARY PUBLIC
State of Connecticut
My Commission Expires 08/31/2027

EXHIBIT 2



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

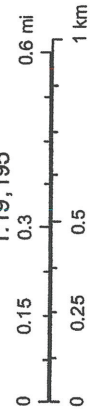
Please reference the Determination Number 202302151 when you e-mail or write. Thank you for consulting the Natural Diversity Data Base.

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

Application Details:

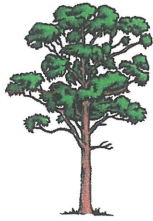
Project involves federal funds or federal permit:	No
Project involves state funds, state agency action, or relates to CEPA request:	No
Project requires state permit, license, registration, or authorization:	No
DEEP enforcement action related to project:	
Project Type:	Building and Infrastructure Development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

1:19, 195



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

EXHIBIT 3



Joseph R. Theroux

~ Certified Forester/ Soil Scientist ~

Phone 860-428-7992~ Fax 860-376-6842

P.O. Box 32, Voluntown, CT. 06384

Forestry Services ~ Environmental Impact Assessments

Wetland Delineations and Permitting ~ E&S/Site Monitoring

Wetland function and value assessments

6/28/2022

Mr. Paul M. Geraghty
38 Granite Street
New London, CT 06320

Re: Wetland delineation, Parcel #1, Upper Walnut Hill Road & Holmes Rd. East Lyme, CT.

Dear Mr. Geraghty,

At your request I have delineated the inland wetlands and watercourses on the 12.4 acre above referenced property.

These wetlands have been delineated in accordance with the standards of the National Cooperative Soil Survey and the definitions of wetlands as found in the Connecticut Statutes, Chapter 440, Sections 22A-38.

Fluorescent pink flags with a corresponding location number delineate the boundary between the upland soils and the inland wetlands and watercourses that were found.

Flag numbers WF-1 through WF-22 and WF-1A through WF-10A delineate the western boundary of a palustrine forested wetland and intermittent watercourse found in the northeast portion of the property adjacent to Holmes Road.

Flag numbers WF-1B through WF-19B delineate the northeast boundary of a palustrine forested wetland in the southwestern portion of the property adjacent to Upper Walnut Hill Road.

Flag Numbers WF-1C through WF-23C delineate the perimeter of a small palustrine forested wetland which also lies adjacent to Upper Walnut Hill Road.

These wetlands have formed due to the persistent wetness from the seasonally high and/or perched water tables and groundwater breakout.

These delineated wetland soils are characterized by organic "A" horizons, shallow redoximorphic features and low chroma colors within 20 inches of the soil surface.

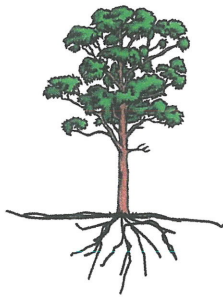
In conclusion, if you have any questions concerning the delineation or this report, please feel free to contact me.

Thank you,

Joseph R. Theroux

Joseph R. Theroux
Certified Soil Scientist
Member SSSSNE, NSCSS, SSSA.

EXHIBIT 4



JOSEPH R. THEROUX

~ CERTIFIED FORESTER/ SOIL SCIENTIST ~
PHONE 860-428-7992 ~ FAX 860-376-6842
426 SHETUCKET TURNPIKE, VOLUNTOWN, CT. 06384
FORESTRY SERVICES ~ WETLAND IMPACT ASSESSMENTS
WETLAND DELINEATIONS AND PERMITTING ~ E&S/SITE MONITORING
WETLAND FUNCTION & VALUE ASSESSMENTS

5/1/2023

Kristen Clarke P.E.
English Harbour Capital Partners LLC
20 Risingwood Drive
Bow, NH. 03304

Attn: Kristen Clarke

Re: Wetland function & value and impact assessment report for the proposed site development for the Nehantic Highlands Subdivision, Holmes & Upper Walnut Hill Roads, East Lyme, Connecticut.

Dear Ms. Clarke,

At your request, I have reviewed the site plan by May Engineering LLC dated April 28, 2023 for the proposed 5 lot subdivision and I inspected the above referenced property for the purposes of assessing the wetland functions and values and potential impacts to the inland wetlands and watercourses in proximity to the proposed development.

The wetland delineation and function and value assessment was conducted on June 28, 2022 and 5/1/2023.

Existing Conditions

The property totals 12.4 acres in size and is located at the intersection of Holmes and Upper Walnut Hill Roads in East Lyme, CT.

The majority of the property is comprised of forested uplands with nearly level to moderate sloping topography.

Upland Review Areas

The 300-foot upland review areas adjacent to the inland wetlands and watercourses are vegetated in the overstory with mixed hardwoods in the sawtimber and polewood size classes. Species observed included: red & sugar maple, black birch, tulip poplar, scarlet oak, and black cherry.

The diversely vegetated understories are comprised of polewood and saplings in these species as well as shrub species such as ironwood, spicebush, and winterberry. Vine species included poison ivy and round leaf green briar.

Herbaceous vegetation observed included numerous fern species, black raspberry, and Canada mayflower.

Invasives noted included Japanese barberry and multiflora rose.

Wetlands

Three separate palustrine forested wetlands were delineated, one in the northeast portion of the property and the other two are adjacent to Holmes Road.

The northeast wetland is associated with intermittent watercourses, which flow to the north under Holmes Road through two separate culvert pipes.

The seasonally high water tables in these wetlands break out and create shallow ponded areas in the numerous depressions in the topography. These areas drain to the north either sheet flowing downslope or they form small narrow intermittent watercourses.

The watercourses are bordered on their eastern and western sides by the large forested wetlands which contribute hydrology to the watercourses. The gently sloping topography adjacent to the stream channels allow flows from groundwater breakout and surface flows during significant storm events to enter the watercourses.

The majority of the forested wetlands are vegetated with red maple, white ash, and elm in the overstory, and in the understory saplings and typical wetland shrub species such as highbush blueberry, arrowwood, sweet pepperbush, multiflora rose, Japanese barberry, speckled alder, winterberry and spicebush. Other species included greenbrier, poison ivy and Virginia creeper.

Herbaceous vegetation included Canada mayflower, pioneer violet, sensitive, royal, lady & cinnamon ferns, sedges, rushes, skunk cabbage, jack- in- the- pulpits, jewelweed, various mosses and miscellaneous grasses.

Wildlife tracks/sign found or directly observed in and adjacent to the wetland/watercourse included mammals and bird species such as: white tailed deer, eastern coyote, red fox, raccoon, red tailed hawk, American crow, and numerous songbird species.

No amphibians were directly observed although undoubtedly, this wetland complex serves as habitat to numerous reptile and amphibian species.

The two other forested wetlands did not have any intermittent watercourses within their boundaries, however non-channelized surface flows were noted from groundwater breakout and surface runoff from significant rain events.

These forested wetlands are vegetated with red & sugar maples, white ash, white oak, and tulip poplar in the overstory, and in the understory saplings and typical wetland shrub

species such as ironwood, red osier, arrowwood, multiflora rose, Japanese barberry, speckled alder, winterberry and spicebush. Other species included greenbrier, poison ivy and Virginia creeper.

Herbaceous vegetation included Canada mayflower, sensitive, lady & cinnamon ferns, rushes, skunk cabbage, jack-in-the-pulpit, jewelweed, various mosses and miscellaneous grasses.

Wetland Functions and Values

The forested wetlands and watercourse(s), were inspected to determine wetland functions and values utilizing the Army Corps. Of Engineers methodology as outlined in "The Highway Methodology Workbook Supplement". This methodology recognizes eight categories of wetland functions and six categories of wetland values.

The 8 wetland functions include: groundwater recharge/discharge, floodflow alteration/storage, fish/shellfish habitat, sediment/toxicant/pathogen retention, nutrient removal/retention/transformation, production export, sediment/shoreline stabilization and wildlife habitat.

The 6 wetland values include: recreational value, educational/scientific value, uniqueness/heritage value, visual quality/aesthetics, threatened/endangered species habitat and marine fish & shellfish habitat.

Palustrine forested wetlands & watercourse functions:

For the purposes of this report, as the three separate wetlands are very similar in their nature and characteristics, the wetland functions and values assessed apply to all three wetlands.

The following is a list of the wetland *functions* exhibited by these wetlands and watercourses and their rationale/qualifiers:

Ground water recharge/discharge: The wetlands are associated with intermittent watercourses; signs of groundwater recharge and discharge are present and the quality of the water associated with the wetlands is high.

Sediment/toxicant retention: Mineral, fine grained and organic soils are present in the wetlands, the wetland edge is broad and intermittently anerobic. (The lack of oxygen allows for the transformation and binding of toxicants). The wetlands are associated with intermittent watercourses, and no indicators of erosive forces or high water velocities are present.

Nutrient removal/retention: The wetlands are large relative to the size of its watershed, (their size allows for some storage/retention capacity), an overall potential for nutrient

removal and retention exists in the wetlands, and the wetlands are saturated for most of the season creating anerobic conditions. The slowly drained mineral and organic soils which are present in these anerobic conditions harbor nitrogen fixing bacteria which provide the opportunity for nutrient attenuation. The dense herbaceous vegetation utilizes nitrogen, phosphorus and potassium and water moves slowly through the wetlands which increases the available period of time for removal and retention.

Production export: Wildlife food sources grow within the wetlands which provide food for wildlife and humans. Detritus development is present creating fertile organic soils. There is evidence of wildlife use in the wetlands and high vegetation density is present providing food and cover for wildlife. The wetlands contain flowering plants that are used by nectar gathering insects, and indications of export are present such as deer browse.

Sediment & shoreline stabilization: Roots from herbaceous grasses and plants, shrub species and trees found in these wetlands bind and stabilize soils which helps prevent erosion from stream flows along edges of watercourses & wetlands.

Wildlife habitat: The water quality associated with the wetlands and watercourses is high because the wetland is not fragmented or polluted by development. The wetland is contiguous with other wetland systems creating an overall larger wetland habitat area. This also allows wildlife overland access to other wetlands without intrusive development encroachments. Wildlife food sources are present throughout the wetlands. The dominant wetland class includes a wooded swamp which provides a diversity of habitat and cover. Numerous animal signs such as tracks and scat were observed. Wildlife habitat is the primary function of these wetlands.

Wetland *functions* not present:

The forested wetlands and intermittent watercourses did not exhibit the wetland functions of floodflow alteration, or fish habitat due to the lack of significant flood storage capacity, the presence of the watercourses transporting potential flood flows and a lack of significant deep water habitat areas capable of sustaining fish.

Palustrine forested wetlands & watercourse values

The following wetland *values* were exhibited by this wetland/watercourse:

Educational/scientific value: Little disturbance has occurred within the wetlands, the wetlands potentially contain state listed species of concern and are considered valuable wildlife habitat.

Endangered species habitat: The western half of the property is shown within the shaded area on the natural diversity database indicating potential habitat and there are potential listed species of concern present.

Wetland values not present:

This wetland did not exhibit the wetland values of recreation, uniqueness/heritage value, visual quality/aesthetics value, or fish and shellfish habitat (marine). These values were not exhibited due to the lack of public access, fishing or hunting opportunities. There are no historic features associated with the wetland, there is a lack of open scenic views or multiple wetland systems present.

Summary:

Overall, the wetland function and value assessment indicates that the wetlands exhibit six significant wetland functions: groundwater recharge/discharge, sediment/toxicant retention, nutrient removal/retention, production export, sediment & shoreline stabilization and wildlife habitat.

Two values were exhibited, educational value & endangered species habitat value.

Potential wetland impacts

The project plans and site were reviewed to assess the potential impacts to the wetlands and watercourses from the proposed development.

On this parcel, a 5-lot residential subdivision is proposed with 4 lots which are 2+ acres in size and one which is 4+ acres in size. Each lot includes a proposed residence with associated driveway, utilities, well and septic system.

Each lot proposes a rain garden to collect and infiltrate roof runoff and lots 1 and 5 show sediment forebays and water quality berms to collect, attenuate and treat surface stormwater flows from driveway and surrounding area runoff.

Proposed E&S measures for each lot are shown as typical silt fencing.

The limits of clearing appear to be kept to a minimum, with each lot exhibiting approximately one-half acre cleared for each of the residences and yard areas.

To construct these features on each of the lots, no direct wetland disturbance is proposed. The closest disturbance to the wetlands occurs on lot #1 for the construction of the sediment forebay/water quality berm approximately 35 feet from the wetlands, and on lot #5 for the construction of the sediment forebay/water quality berm approximately 30 feet from the wetlands.

The site plan also depicts a 100-foot wetland setback line, and on both lots, #1 and #5, the clearing limits, portions of the driveways and the sediment forebays/water quality berms are shown within this zone.

Direct wetland impacts:

No direct wetland impacts are proposed with the design of the subdivision or will occur as a result of the construction of the residences and associated driveways, wells or septic systems. This is provided that the proposed clearing limits are held to, and the E&S measures are correctly implemented and maintained.

Potential indirect impacts:

The potential short-term impacts associated with the initial land clearing, stumping, top soil stripping and construction would include potential sediment discharges during significant storm events if the E&S measures breach on lots #1 and #5.

I would recommend that the E&S measures on these lots be upgraded to silt fencing backed by staked haybales in the areas where the clearing/disturbance is within 50 feet of the wetlands. I would also suggest that the E&S measures be inspected daily and after any significant rain events.

It is my opinion, provided that the E&S measures are correctly implemented and maintained throughout the project timeframe, the E&S inspections are conducted as proposed and no significant discharges of sediments reach the wetlands or watercourses, the disturbance associated with the construction adjacent to the wetlands will not significantly impact the wetlands or their existing functions or values due to erosion or sedimentation.

Once the disturbed areas are re-vegetated and stabilized, the well- to moderately well-drained soils will allow for good infiltration of storm water runoff both during and after construction.

The quick and permanent establishment of vegetation in the disturbed areas is crucial to the prevention of post-construction erosion.

The nearly level to gently sloping topography on the lots and gentle proposed slopes adjacent to the wetlands will help prevent erosion.

Wetland Hydrology

I see no direct or indirect impacts to the wetland/watercourse hydrology as a result of the proposed subdivision. The storm water quality basins are designed to attenuate, treat, infiltrate and discharge the treated stormwater.

The impervious surfaces of the paved driveways, roof areas and pervious surface infiltration will be an input to the existing hydrology, through some minor overland flow, as ground water recharge or as direct discharge during significant storm events. It is my professional opinion that these inputs will augment and improve the existing hydrology of the wetlands and watercourses. These added inputs will allow for increased seasonal inundation in depressed areas in the wetlands and will provide a better diversity in wildlife habitat as well.

Water Quality:

The only potential direct impact to water quality in the wetlands and watercourses would be due to the direct untreated discharge of stormwater.

The submitted stormwater drainage report states the sediment forebays which collect stormwater from lots #1, #2 and #5 are designed to reduce sediment loading by 90%, (This exceeds D.E.E.P. standards), and the water quality berms will attenuate discharge velocities.

The overall distances of the lawns and residences from the wetlands, coupled with the well-drained upland soils allowing for good infiltration of surface flows will also improve overall water quality by reducing suspended sediments.

Potential nutrient loads from lawn fertilizers will be insignificant due to the overall distance of the lawns from the wetlands, the dense upland shrub and herbaceous vegetation will aid in nutrient uptake, (as well as the vegetation in the wetlands), and nitrogen fixing bacteria found in the anerobic wetland soils.

I see no significant impacts to the water quality in the wetlands and watercourses, provided that the proposed rain gardens and sediment forebays/water quality berms are constructed as designed, and are inspected and maintained. The discharge points do not directly discharge into any intermittent watercourses, or adjacent wetlands. These limited discharges will enter uplands, and infiltrate in the well- drained soil types and/or travel as sheet flow eventually into the wetlands.

Water temperature impacts:

The proposed stormwater system is primarily designed to attenuate, hold and infiltrate stormwater into the water table. Discharges will only occur during significant storm events after the "first flush" of storm water is treated, and the discharge points do not directly discharge into any intermittent watercourses, or adjacent wetlands. The impervious surface areas are minimal and the limited discharges will enter uplands, and infiltrate in the well-drained soil types and/or travel as sheet flow into the wetlands.

For these reasons, I see no significant or adverse impacts to the existing water temperatures of the watercourses from the infiltration and discharge of stormwater from the site.

Adjacent Upland Wildlife Habitat Impacts:

The clearing of vegetation and development outside the 100-foot wetland setback depicted adjacent to the wetlands and watercourses will force wildlife into the vegetated corridor in and around the adjacent wetlands and watercourses, during and after the construction timeframe, and into other areas where the uplands are not disturbed.

The existing 100 foot and greater zones in and adjacent to the wetlands will serve as an adequate wildlife corridor and riparian zone.

Natural Diversity Database and State Species of Special Concern:

I have reviewed the letter from CT. D.E.E.P. dated 3/13/2023 regarding the review of the Natural Diversity Database.

This report indicated that there are State listed species, (Eastern box turtle, Spotted turtle, Eastern ribbon snake, Whip-poor-will), that may be influenced by activities within the proposed project area.

I would recommend adhering to the recommendations listed on pages 2 and 3 regarding exclusionary practices and timing of the land clearing phases of the project.

I would also recommend the posting of the wetland boundaries or a 50,75, or 100-foot buffer zone on lots #1 and #5, with permanent signage to help prevent future encroachments or cutting of vegetation. Signs are usually attached to trees, metal or pressure treated posts, at eye level, at an approximate spacing of 25 feet for good visibility.

In summary, I see no direct or adverse impacts to the existing wetlands, watercourses or their functions and values from the proposed project.

This is provided that the recommended erosion and sedimentation control features are implemented, maintained and monitored throughout the construction and post construction timeframe.

If you have any questions concerning the site assessment or this report, please feel free to contact me.

Sincerely,

Joseph R. Theroux

Joseph R. Theroux
Certified Forester and Soil Scientist
Member SSSSNE, SSSA

EXHIBIT 5

D. V. G. O'Brien, Curators Project 2010 EL O'Brien Sym 21010 received.d.v.g.

SEPTEMBER 2, 2021

[illegible]

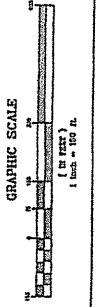
THE TOP "COUNTRY" IS USED HEREIN AS AN EXPRESSION OF PROFESSIONAL OPINION AND IS NOT A WARRANTY OR GUARANTEE.

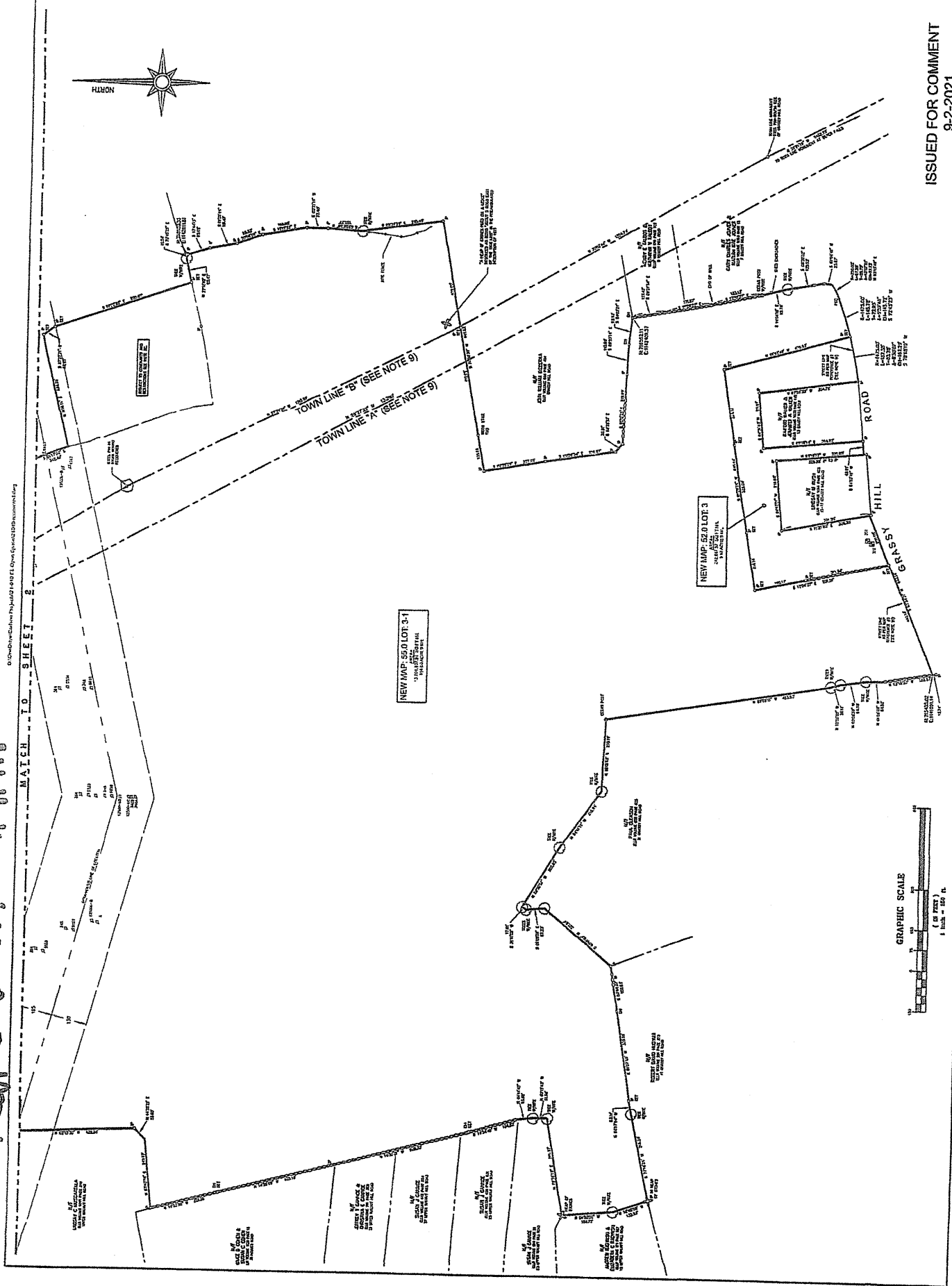
JAMES CUNNINGHAM LEONISE #70121 DAY

Sheet No. S-01
SHEET 1 OF 4
Scale: NONE
Date JULY 13, 2021
Project No. 21040-1

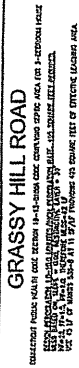
[illegible]

© 2006 by Gordon and Breach Publishing Ltd. All rights reserved.





U.S. Open Dining Closures Project 2021-2023, U.S. Open Regional 2021 Dining Closures Project



PROPERTY SURVEY - LOT LINE MODIFICATIONS
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

[illegible]

NOTE: THE ZONING SETBACK LINES SHOWN HEREON ARE BASED ON THE PRESUMED REZONING OF THE PROPERTY TO RU-40.

FRONT YARD:	50 FEET
SIDE YARD:	30 FEET
REAR YARD:	50 FEET

[illegible]

DATE: 05-06-03 AM		DATE: 05-06-03 AM	
HOSPITAL: 1, 2, 3, 4		HOSPITAL: 1, 2, 3, 4	
ADMIT: 1, 2, 3, 4		ADMIT: 1, 2, 3, 4	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

A horizontal scale bar with alternating black and white rectangular segments. The segments are labeled with numbers 0, 10, 20, 30, and 40. The bar is oriented vertically in the image.

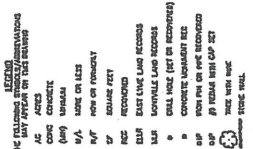
ISSUED FOR COMMENT
9-2-2021

CONNECTICUT PUBLIC HEALTH CODE 19-13-B100A COMPLIANCE

Sheet No. S-04
SHEET 4 OF 4
Scale: 1"=40'
Date SEPTEMBER 2, 2021
Project No. 21040-2

EXHIBIT 6

NEHANTIC NATURE PRESERVE
EAST LYME LAND TRUST, INC. &
STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION
OSWA #576



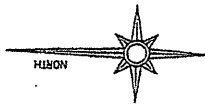
IS ALWAYNS A BROTHER A WARDEN OF
MORTIMER IN 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

[illegible][illegible]

Sheet No. S-01
SHEET 1 OF 3
Scale: NONE
Date: SEPTEMBER 2, 2021
Project No. 21040-1

Recorded D.C. # 1556

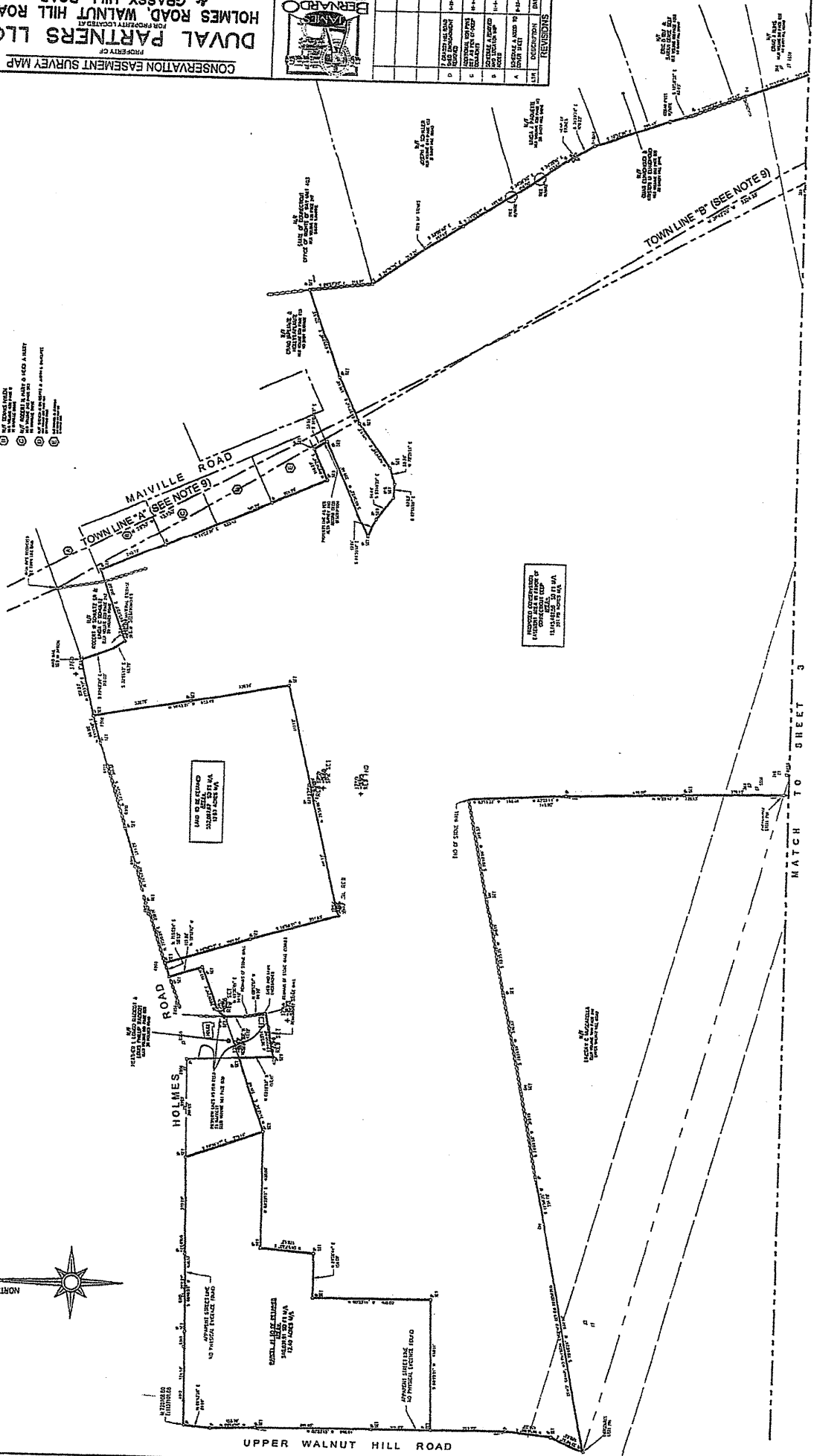


- 1. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 2. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 3. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 4. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 5. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 6. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 7. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 8. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 9. MAINTAIN EXISTING EASEMENTS & RIGHTS
- 10. MAINTAIN EXISTING EASEMENTS & RIGHTS

CONSERVATION EASEMENT SURVEY MAP
PROPERTY OF
DUVAL PARTNERS LLC
FOR HOLMES & GRASSY HILL ROAD
TOWN OF EAST LYME & MONTVILLE - COUNTY OF NEW LONDON - CONNECTICUT

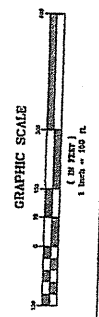


NO.	DATE	DESCRIPTION
1	10-10-2001	EXISTING EASEMENTS & RIGHTS
2	10-10-2001	EXISTING EASEMENTS & RIGHTS
3	10-10-2001	EXISTING EASEMENTS & RIGHTS
4	10-10-2001	EXISTING EASEMENTS & RIGHTS
5	10-10-2001	EXISTING EASEMENTS & RIGHTS
6	10-10-2001	EXISTING EASEMENTS & RIGHTS
7	10-10-2001	EXISTING EASEMENTS & RIGHTS
8	10-10-2001	EXISTING EASEMENTS & RIGHTS
9	10-10-2001	EXISTING EASEMENTS & RIGHTS
10	10-10-2001	EXISTING EASEMENTS & RIGHTS



Sheet No. **S-02**
SHEET 2 OF 3
Scale: 1" = 150'
Date: SEPTEMBER 2, 2001
Project No. 2100-1

SEE SHEET 1 FOR NOTES AND
SURVEY CERTIFICATION



Recorded Dec 2 # 257

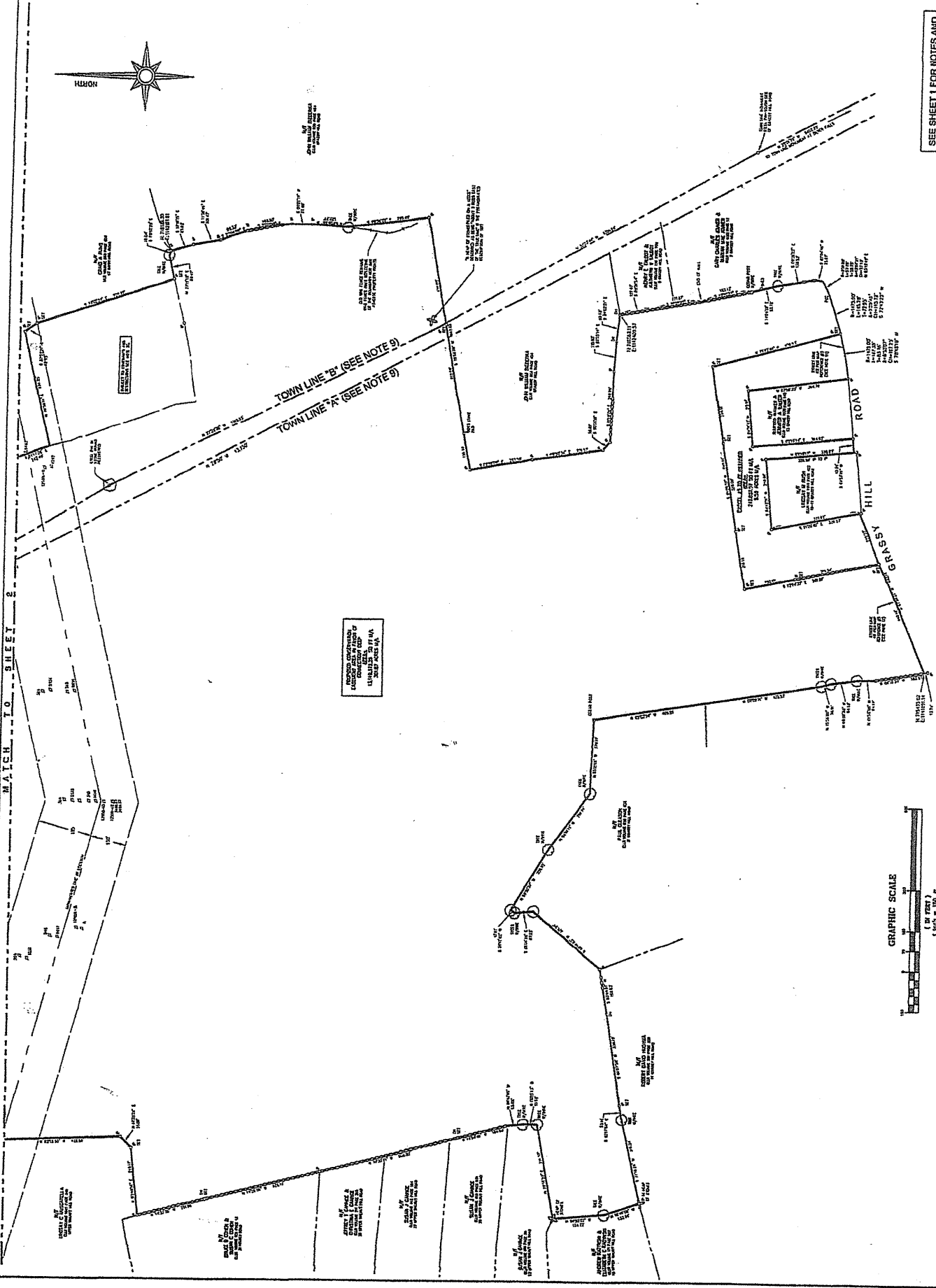
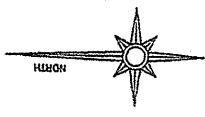
CONSERVATION EASEMENT SURVEY MAP
PROPERTY OF
DUVAL PARTNERS LLC
HOLMES ROAD, WALNUT HILL ROAD
& GRASSY HILL ROAD
TOWN OF EAST LYME & MONTVILLE - COUNTY OF NEW LONDON - CONNECTICUT



NO.	DESCRIPTION	DATE
1	REVISIONS	
2	ADDED	10-10-2021
3	ADDED	10-10-2021
4	ADDED	10-10-2021
5	ADDED	10-10-2021
6	ADDED	10-10-2021
7	ADDED	10-10-2021
8	ADDED	10-10-2021
9	ADDED	10-10-2021
10	ADDED	10-10-2021

Sheet No. **S-03**
SHEET 3 OF 3
Scale: 1" = 150'
Date: SEPTEMBER 2, 2021
Project No. 21010-1

SEE SHEET 1 FOR NOTES AND
SURVEY CERTIFICATION



ADDITIONAL CONVEYANCES
SHOWN ON SHEET 1 OF 3
OF THIS SURVEY
SHOULD BE REFERENCED TO IT
FOR A COMPLETE RECORD

EXHIBIT 7

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 26, 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.

Arthur D. Carlson 4/6/22
Vice President
Duly Authorized

WITNESSES
Signature
Name in print
Name Jason M. Geraghty
Name E. L. 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.

Chris A. H.
Commissioner of the Superior Court
Notary Public
My Commission Expires 4/30/25



STATE OF CONNECTICUT

The foregoing Conservation Easement is accepted this 14th 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
Department of Energy and Environmental Protection

WITNESSES
Signature
Name in print
Name Jason M. Geraghty
Name Katherine S. Dykes

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.

Katherine S. Dykes
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

William Tong 6/20/22
By: William Tong 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 Holmes 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 Nysten;

THENCE running S 24°23'31" E along land of said Nysten, 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 Melhadoudi 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 an 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 Racicott a distance of 47.12' to an iron pin;

THENCE running N 45°36'49" E along land of said Racicott a distance of 34.16' to an iron pin;

THENCE running N 70°05'20" E along land of said Racicott a distance of 157.10' to an iron pin;

THENCE running N 18°12'00" W along land of said Racicott 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 8

Official Receipt for Recording in:

Town Clerk
 East Lyme Town Hall
 108 Pennsylvania Ave
 Niantic, CT 06357

Issued To:
 CUSTOMER

Recording Fees					
Filing Type	Number	Volm	Page	Time	Recording Amount
WARRANTY DEED					75.00
00001348 01098 00386 03:09:39p					75.00

Collected Amounts		
Payment Type		Amount
1 - Cash		100.00
		100.00

Total Received :	100.00
Less Total Recordings:	75.00
Change Due :	25.00

Thank You
 KAREN MILLER GALBO - Town Clerk
 By - user indexing

Receipt# Date Time
 0030288 07/11/2023 03:10p

EXHIBIT 9

CONSERVATION EASEMENT

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 2.55 M/L acres/110,889.61 S.F M/L on a plan entitled "**SUBDIVISION PLAN NEHANTIC HIGHLANDS SUBDIVISION**, Applicant: Kristen Clarke PE & Shelly Harney Holmes Road & Upper Walnut Hill Road East Lyme, Connecticut, prepared by **JAMES BERNARDO LAND SRUVEYING , LLC**, and dated February 7, 2023, revised to July 7, 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 hazardous 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. Any activity exempt from Connecticut General Statute Section 22a-40

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 recoded 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 5th day of July, 2023

PORT SIDE HOLDINGS, INC.

Witness

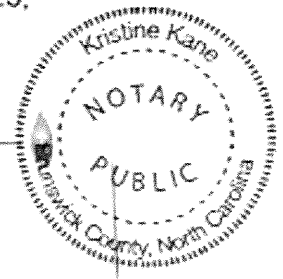
[Signature]
[Signature]

By [Signature]
Shelly Harney, President

STATE OF NORTH CAROLINA)
COUNTY OF Brunswick) ss:

Personally appeared Shelly Harney, President of Port Side Holdings, Inc. Signer and Sealer of the forgoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said corporation, this 5th day of July, 2023, before me.

[Signature]
Notary Public



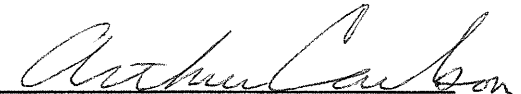
ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE

The **EAST LYME LAND TRUST, INC.** hereby acknowledges acceptance of the foregoing conveyance.

Signed, Sealed and Delivered
In the presence of

EAST LYME LAND TRUST, INC.



By 
Arthur Carlson, Vice President



STATE OF CONNECTICUT

ss New London

COUNTY OF NEW LONDON

The foregoing Instrument was acknowledged before me this 11th day of July, 2023 by Arthur Carlson, Vice President of the East Lyme Land Trust, Inc., a State of Connecticut Corporation, on behalf of said corporation.



Notary

My commission expires

LINDA FRAZZO
NOTARY PUBLIC
State of Connecticut
My Commission Expires 08/31/2027

EXHIBIT 10

19 May 2023

Plan Title: "Subdivision Plan Nehantic Highlands Subdivision
Applicant: Kristen Clarke PE & Shelly Harney
Holmes Road & Upper Walnut Hill Road East Lyme, CT" February 7, 2023

Plan Designed by: James Bernardo, LS Plan Date: **February 7, 2023** Last Revision Date:
Date Paid: 5/3/2023

The plan was submitted to our office on **5/3/2023**

The proposed lots range from **2.09 to 4.14 acres** and are to be served by **private well water and private septic systems**, in the Town of **East Lyme**. The adjoining acreage is not fully shown on the subdivision plan submitted and it is unclear if it belongs entirely to the East Lyme Land Trust or if other boundary changes are proposed.

Existing lot numbers are not provided on the plan. Based on previously submitted plans and current GIS mapping, the following lots and modifications seem to be depicted on the submitted plan:

1. Lot 55.0 3-1 (277.37ac) was created previously ("**Lot Line Modifications, Property of Duval Partners LLC, Holmes Rd, Grassy Hill Rd, & Upper Walnut Hill Rd, East Lyme, CT" September 2, 2021; Revised November 15, 2021**). The recommendation of suitability of this lot was based on the demonstration of a code-complying septic area and private well for a proposed 3-bedroom house located in the northwestern corner of the lot. This area is part of proposed Lots 3 and 4 on the current plan.
2. Lot 55.0 3-1 is proposed to be subdivided to create 5 building lots, identified on the submitted plan as Lots 1, 2, 3, 4, and 5. The size and use of the remaining acreage of Lot 55.0 3-1 is not provided. If the remaining acreage is intended to be a building lot or be further subdivided, additional soil testing may be needed. No demonstration of the suitability of the remaining acreage of Lot 55.0 3-1 is provided on the plan; therefore, no suitability recommendation is provided.
3. All proposed new parcels are unbuilt vacant land with no existing subsurface sewage disposal systems. The proposed activity consists of creating 5 building lots; the adjacent lot appears to be open space but no lot number is provided.

The Ledge Light Health District (LLHD) does not issue approvals for Subdivision or Commission reviews, but our recommendation for suitability of the previously stated plan/lots to accommodate the LLHD Subdivision Submission Requirements and Connecticut Public Health Code Section 19-13-B103e are as follows:

- ☒ **Lot 1 is recommended suitable in its current condition if and when the following plan issues are addressed:**
 - Perc tests shown on this lot plan are labelled "6-1" and "6-2" (sheet 4 of 10), but the actual data for these perc tests is unclear – is it labelled as Lot 6 Test No 1 and Lot 6 Test No 2?
 - Sheet 5 of 10 states that the proposed 60lf of GST6212 provides 675sq.ft of ELA – this is incorrect, it provides 600sq.ft of ELA which is adequate for a 4BR dwelling with perc rate 1-10min/in.
- ☒ **Lot 2 is recommended suitable in its current condition if and when the following plan issues are addressed:**
 - Sheet 5 of 10 states that the proposed 60lf of GST6212 provides 675sq.ft of ELA – this is incorrect, it provides 600sq.ft of ELA which is adequate for a 4BR dwelling with perc rate 1-10min/in.

- ☒ **Lot 3 is recommended suitable in its current condition if and when the following plan issues are addressed:**
- Sheet 5 of 10 states that the proposed primary leaching is "62ft of GST6218" – only 60ft of leaching is shown on the site plan (Sheet 4 of 10).
 - Reserve area is described on Sheet 5 of 10 as "100% Reserve area provided" but the proposed leaching product is not provided and the site plan shows only 40ft of leaching
 - MLSS calculation on Sheet 5 of 10 states "percolation factor for up to 10minutes/inch" – the perc rate applicable to this lot is 10.1-20min/in. the correct factor (1.25) is used in the calculation
- ☒ **Lot 4 is recommended suitable in its current condition if and when the following plan issues are addressed:**
- Required ELA is 787.5sq.ft. Proposed primary leaching is stated (Sheet 5 of 10) as "58lf of GST6212" which does not provide enough ELA (580sq.ft).
 - Depicted primary and reserve leaching areas shown are not adequate for a 4 bedroom house with perc 10.1-20min/in.
 - Percs P-1 and P-2 are shown on this lot but P-2 appears on Lot 5 also
- ☒ **Lot 5 is recommended suitable in its current condition if and when the following plan issues are addressed:**
- Perc P-2 appears on this lot as well as Lot 4 – unclear what data applies to this perc.
 - MLSS calculation on Sheet 5 of 10 states "percolation factor for up to 10minutes/inch" – the perc rate applicable to this lot is 10.1-20min/in. the correct factor (1.25) is used in the calculation

Additional Plan Issues

- Sheets 6, 7, and 8 (of 10) do not agree with Sheet 4 of 10 – different proposed house bedroom counts are shown and in some cases different leaching sizes. The site plans and data shown on sheets 4 and 5 (of 10) were reviewed, sheets 6, 7, and 8 (of 10) were not.
- The recommended suitability of the proposed lots is based on soil testing presented. Additional soil testing will be needed on all lots prior to individual site plan review.
- All soil testing conducted on the proposed lots must be shown on the plan(s) even if located outside of the proposed septic area.

*Please note that soils testing indicated on this plan are representative of actual soils conditions and additional deep test pits and percolation tests may be required by the Ledge Light Health District if the building or system location is altered and/or the suitable septic area is limited. Applicant should be aware that subdivision approval IS NOT sufficient for individual lot approval. Each lot must be reviewed by the Ledge Light Health District at the time of building permit application in order to obtain lot approval and issue a septic/well permit.

Please call me at 860-448-4882 x 1355 with any questions regarding this matter.

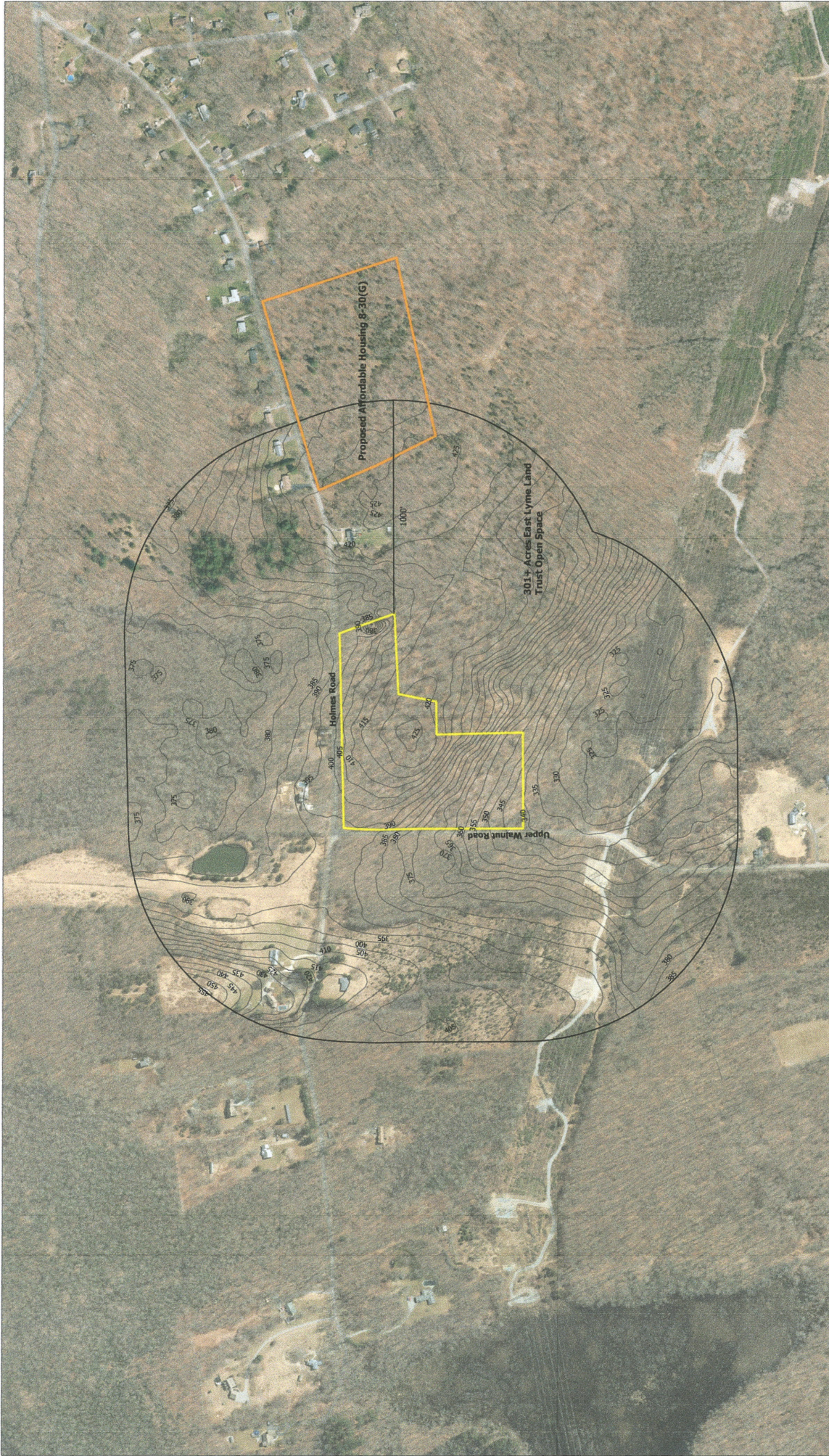
Sincerely,



Wendy K. Brown-Arnold, RS, REHS
Supervisor, Land Use Activities

cc: Town of East Lyme

EXHIBIT 11



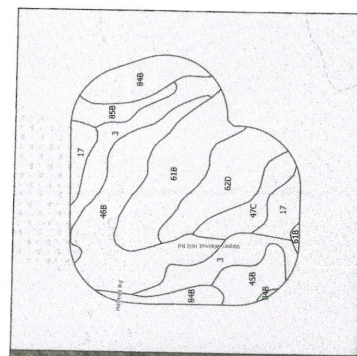
Legend
Subject Parcel
Proposed Affordable Housing 8-30(G)
1000' Buffer
5' Elevation Contours

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

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

EXHIBIT 12

- i. Vertical Aerial Photograph - Provided
- ii. Topography - Shown at 5' intervals given scale requirements.
- iii. Wetlands - Shown at 2' intervals for topography at 2' intervals.
- iv. Wetlands - Wetlands shown. Refer to Plan Sheet S-02 for wetlands survey data
- v. Vegetative Cover Conditions - See Wetland Function & Value Assessment Report prepared by Joseph R. Theroux which identifies all vegetation on the development site
- vi. Soil Series Types and Phases - See inset soils map
- vii. Viewshed Analysis - Public roads and the condition that apply to this property. Current conditions are undeveloped vegetation primarily in early successional forest
- viii. Geological Formation - None exist
- ix. Existing man-made features - See existing curb cut and driveway on Upper Walnut Hill Road. No other man-made features exist
- x. Historical Significant Sites or Structures - None Exist
- xi. Location of Trails in Public Use - None Exist
- xii. Easements/Other Encumbrances - None Exist
- xiii. Total Acreage of Tract - 12.4 Acres



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

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

Legend

- Subject Parcel
- 500' Buffer
- 5' Elevation Contours
- Island Wetlands

June - 7 2020

EXHIBIT 13



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.

OFFICE OF STATE ARCHAEOLOGY
CONNECTICUT STATE MUSEUM OF NATURAL HISTORY & DEPARTMENT OF ANTHROPOLOGY
UConn, 354 MANSFIELD ROAD
STORRS, CONNECTICUT 06269-1176
Sarah.Sportman@uconn.edu PHONE 860.617.6984
Osa.uconn.edu

EXHIBIT 14



July 5, 2023

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

CC: Dr. Sarah Holmes, Archaeological Consultant, Kristen Clarke, PE, Shelly Harney

Re: Proposed Nehantic Highlands Subdivision, Holmes Rd & Upper Walnut Hill Rd, East Lyme, CT

Dear Mr. Goeschel:

The Office of State Archaeology (OSA) reviewed the draft technical report for a Phase I Archaeological Reconnaissance Survey of the proposed subdivision project at Holmes and Upper Walnut Hill roads in the town of East Lyme, prepared and submitted to OSA by Sarah Holmes, Ph.D. in July 2023. The wooded, 12.4-acre tract will be subdivided into five house lots, with acreage in each parcel set aside as conservation easements and three small parcels along Holmes Road and Upper Walnut Hill Road will be deeded to the East Lyme Land Trust.

The archaeological survey focused on subsurface testing the access roads into each house lot, with a total of 30 subsurface test pits (STPs) placed at 15-meter intervals. The soils throughout the APE contained large cobbles and rock with some disturbed soils identified by the presence of dense undergrowth and uneven surface terrain, likely the result of selective clearing of the property in 2006-2007. The archaeological testing resulted in the recovery of a single artifact, a sherd of relatively modern white glazed earthenware, which was found just below the surface. No evidence of pre-colonial Indigenous cultural materials was recovered and no evidence of historic or pre-colonial archaeological features was encountered. Based on the results of the Phase 1 survey, Dr. Holmes recommended that no additional archaeological testing is necessary.

As the subsurface archaeological investigation did not identify any significant archaeological sites or deposits, OSA concurs with Dr. Holmes's recommendation that no additional archaeological work is merited within the project area, as it is unlikely to yield significant information about the past. The project may proceed as planned.

If you have any questions please feel free to contact me by phone at 860-617-6884 or by email at sarah.sportman@uconn.edu.

Sincerely,

Sarah P. Sportman, Ph.D.
State Archaeologist

OFFICE OF STATE ARCHAEOLOGY
CONNECTICUT STATE MUSEUM OF NATURAL HISTORY & DEPARTMENT OF ANTHROPOLOGY
UConn, 354 MANSFIELD ROAD
STORRS, CONNECTICUT 06269-1176
Sarah.Sportman@uconn.edu PHONE 860.617.6884
Osa.uconn.edu

An Equal Opportunity Employer