

exhibit  
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DOCKET NO: KNL-CV-21-6054418-S : SUPERIOR COURT  
FINANCE OF AMERICA REVERSE, LLC : JD OF NEW LONDON  
V. : AT NEW LONDON  
THE EAST LYME LAND TRUST INC,ET AL: May 4, 2023

**MEMORANDUM IN SUPPORT**  
**MOTION TO REOPEN JUDGEMENT AND EXTEND SALE DATE**

The Defendant, the East Lyme Land Trust, Inc., requests the Court reopen the judgment entered on December 21, 2022 and to extend the sale date by sixty (60) days and in support thereof states as follows:

1. On December 21, 2022, the Court entered a judgement in favor of the Plaintiff and ordered a sale by public auction on June 2, 2023. The Court further ordered the Plaintiff to file a Motion to Correct the Judgement within thirty (30) days to correct the improper legal description it used for the subject property.

2. To date, the Plaintiff has not filed the file the Motion to Correct the Judgment as was requested by the Court.

3. In addition, the Defendant has been working with Plaintiff to provide the Defendant with a final payoff amount. Exhibit 1. Plaintiff did provide a purported payoff figure on April 17, 2023 that appears to exceed the judgment entered by the court. Exhibit 2. Defendant is working with Plaintiff to finalize the amount due on the mortgage but needs more time to receive and review the payoff information.

4. The Defendant is an Internal Revenue Service approved Not for Profit 501(c)(3) Land Trust that acquired this property from the Estate of Peter Tytla. It intends to preserve this

environmentally sensitive property that has significant frontage on Latimer Brook. Latimer Brook discharges into the Niantic River less than one half mile from this property.

5. The Defendant has arranged financing for the payoff of the debt from a Conservation Intermediary; however, cannot complete this transaction without the verification of the Plaintiff's correct payoff amount as well as a correction to the legal description.

6. Defendant has been in contact with the Committee of Sale who has suggested that Defendant file this Motion in order to avoid Committee fees and expenses from occurring. The current Judgment directs the Committee to start incurring expenses, signs, etc. commencing May 8, 2023.

7. Defendant, the non-profit Land Trust, has obtained financing to pay the Plaintiff's mortgage debt upon final confirmation of the debt.

8. The Defendant will be harmed by the unnecessary incurrence of Committee Fees and Expenses.

9. The Defendant requests that the Court Reopen Judgment and extend the sale date to July 17, 2023 and extend the Bar Date for the committee to incur expenses until July 1, 2023.

10. The Defendant is prepared to prepay the per diem for the 60-day extension requested within two (2) business days from approval of this motion so the lender is adequately protected.

11. The Defendant requests that the Court Reopen the Judgment of Sale to modify said Judgment as follows:

- a. The sign to be posted no earlier than June 15, 2023 and no later than June 21, 2023.

- b. Publication in the New London Day on June 21, 2023.
- c. Publication in the Norwich Bulletin on June 28, 2023.
- d. That the Defendant have such further relief as the Court deems proper and just.

RESPECTFULLY SUBMITTED,  
**THE EAST LYME LAND TRUST INC.**  
**Defendant**

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Its Counsel

**CERTIFICATION**

I hereby certify a copy of the foregoing has been served upon the following this 4<sup>th</sup> day of May 2023:

James Pocklington, Esq., McCalla Raymer Leibert Pierce, LLC (via email [james.pocklington@mccalla.com](mailto:james.pocklington@mccalla.com))  
Tamara Schacher Tayla, 16 W. Curry Rd, Mohapac, NY 10541 (via first class mail)  
Secretary of Housing & Urban Development - 451 7<sup>th</sup> St. SW, Washington, DC 20410 (via first class mail)  
Ronald Luich, 13 Enid Lane, East Lyme, CT 06333 (via first class mail)

/s/ Anthony S. Novak  
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