

Received

JAN 13 2025

Town of East Lyme
Land Use

**DESIGN REPORT
LAKE SHORE POINT SUBDIVISION PLAN
HERITAGE ROAD
EAST LYME, CONNECTICUT
JANUARY 10, 2025**

The Subdivision of the subject property located on Heritage Road will create 2 new lots from the existing 5.12 acre lot which has frontage and access from Heritage Road. A curb cut access to this property is already in existence that was approved by the Town Engineer in 2023. 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.

NATURAL and CULTURAL RESOURCES and SITE ANALYSIS PLAN

A copy of this plan that complies with the requirements of East Lyme Subdivision Regulation 4-2-3 (A) is attached as Exhibit A. Additional copies of the plan are attached to both the full size and 11" x 17" plan sets submitted with this application.

SITE CONTEXT PLAN

A copy of this plan that complies with the requirements of East Lyme Subdivision Regulation 5-2-2 (A) is attached as Exhibit B. Additional copies of the plan are attached to both the full size and 11" x 17" plan sets submitted with this application.

ARCHAEOLOGICAL SURVEY

A Phase 1b Archaeological Reconnaissance Survey prepared by Sarah Holmes, PhD dated "June 2024" has been submitted as part of the application package. The abstract of the report states in pertinent part "...As a result of the testing, it was determined the proposed subdivision would not have an adverse effect on archaeological resources within the Town of East Lyme nor meet the criteria for the National Register of Historic Places. No additional archaeological testing was recommended." Additionally, by letter dated June 24, 2024, attached as Exhibit C, the State Archaeologist Sarah Sportman, PhD stated in pertinent part "... OSA concurs that the proposed development will have no effects on any cultural resources listed, eligible, or potentially eligible for the National Register of Historic Places, and it will therefore have no effect on the cultural and historical resources of the State of Connecticut. No additional archaeological work is required."

FILE COPY

BIOLOGICAL REPORT/INLAND WETLANDS

SOIL SCIENTIST'S REPORT

As evidenced by the Soil Scientist, Joseph Theroux's, report there are no inland wetlands or watercourses on the property. Mr. Theroux's report is attached as Exhibit D. We note that as is identified in Mr. Theroux's report the wetland flagging also extended to both the lands currently owned by Mark & Elizabeth Lloyd and the Town of East Lyme. This was due to the fact that both of these parcels, and the subject parcel of the pending application, were under common ownership at that time.

PESTICIDE REPORT

No evidence of farming or pesticide use exists. The subject property while relatively flat has an abundance of surface boulders and soil conditions which would prove difficult for use of the subject property for farming purposes. As further evidence attached as Exhibit E is a 1934 aerial photograph of the subject and surrounding properties which demonstrates no farming activity on or even near the subject property's location.

OPEN SPACE

The property being subdivided is a total of 5.12 acres inclusive of the Private Road area. Open Space in the form of a Conservation Easement totaling 1.77 contiguous acres in favor of the East Lyme Land Trust is proposed. A copy of the proposed Conservation Easement is attached as Exhibit F. The Open Space will not be publicly accessible given the intent of the conservation easement to buffer and protect the shoreline of Pattagansett Lake as set forth in the East Lyme Subdivision Regulation 7-1-1 (B) and (E).

YIELD PLAN

The design of this Phase of the Subdivision uses a Conservation Design Development Layout however the plans submitted would comply with the requirements for a Conventional Subdivision solely by constructing a Town owned road in the "private road area" identified on the submitted plans. The consequences of that however would be the creation of significant additional impervious surface area resulting from the construction of a 28' wide road vs the proposed 18' wide private road that is compliant with AASHTO requirements for a very low-volume local roads (<400 ADT) and East Lyme Subdivision Regulation 6-10-3 B ii.

SEWAGE DISPOSAL REPORT

An application for onsite septic feasibility determination has been submitted to Ledge Light Health District. A copy of the application is attached as Exhibit G

WATER SUPPLY REPORT

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

STORM WATER MANAGEMENT PLAN

The Storm Water Management Plan and Drainage Calculations dated December 20, 2024 have been prepared by May Engineering LLC and have been submitted as an exhibit as part of the application package. Further information and data is provided on plan sheets 4 thru 7.

ROAD CONSTRUCTION/PUBLIC IMPROVEMENTS

There is no road construction or public improvements required. The private Road is already under construction due to the contractual requirement of the East Lyme Land Trust, Inc. to the Town of East Lyme to provide alternative access to the Mark & Elizabeth Lloyd property which currently uses the subject property and property owned by the Town of East Lyme.

CONSTRUCTION ACTIVITIES

No construction activities are required. The entirety of the application property is under contract to be sold 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 bulk sell the lots created by this re-subdivision application and therefore there will be no construction sequence by the applicant. The private road is currently under construction to relocate the access easement of the abutting property owner, Mark and Elizabeth Lloyd, by the East Lyme Land Trust pursuant to the purchase and sale agreement between them and the Town of East Lyme for the abutting 115 ± acres.

EASEMENTS

A Private Road Access and Maintenance Agreement will be recorded in the Land Records as is required by Section 6-10-3 (H) of the East Lyme Subdivision Regulations upon approval of this application. A draft of the proposed agreement is attached as Exhibit H. A copy of the access easement provided to Mark and Elizabeth Lloyd which has been recorded in Vol. 1079 Page 179 is attached as Exhibit I.

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 on each proposed homes to allow the placement of unobstructed solar energy systems and
- 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.

EROSION AND SEDIMENT CONTROL PLAN

This plan is located on Pages 4 thru 7 of the Plan set provided with the application package and complies with the DEEP Guidance Documents effective March 30, 2024.

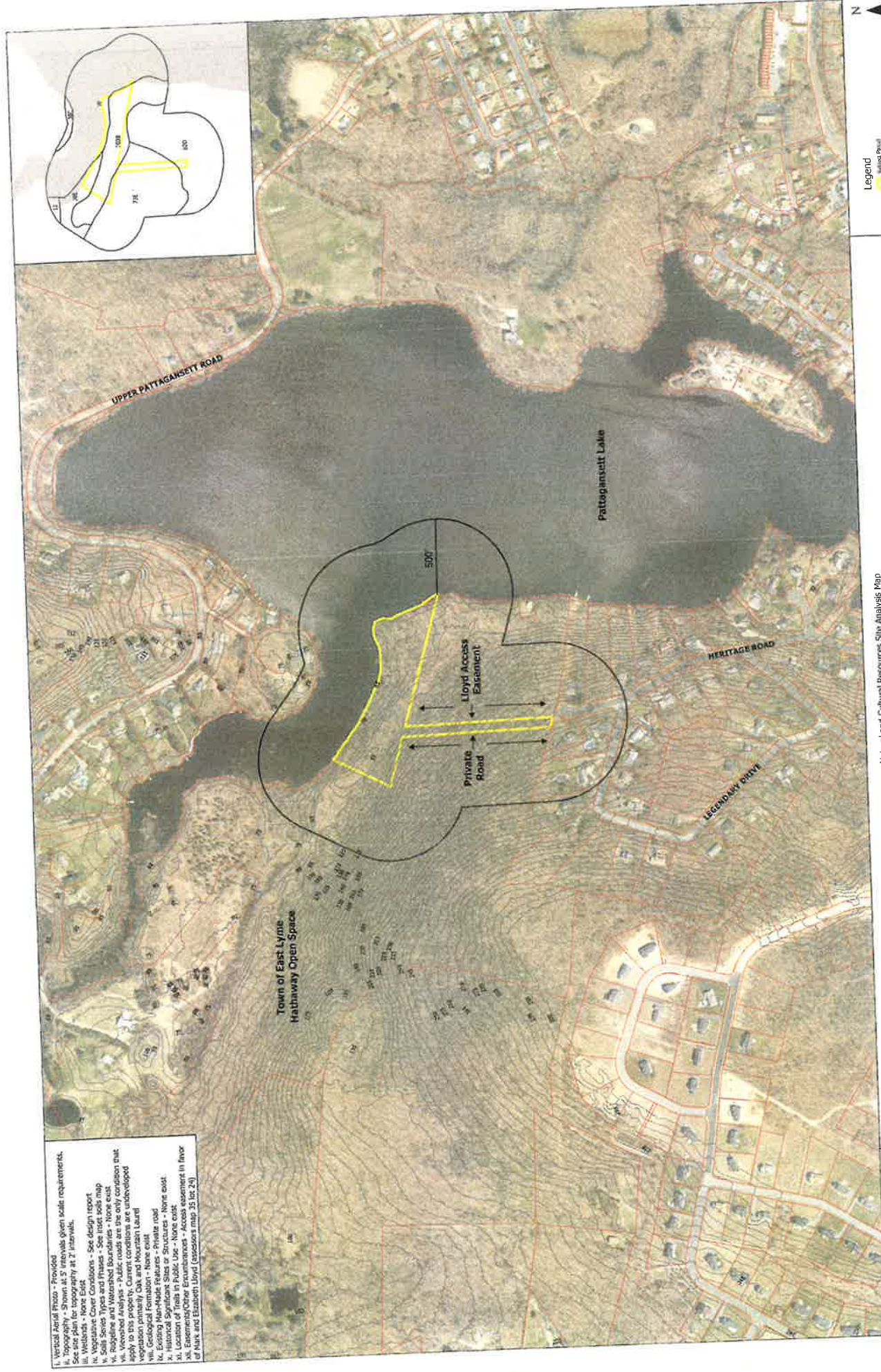
UTILITY PERMITS and AGREEMENTS

A Utility Easement in favor of Eversource dba the Connecticut Light & Power Company for the subject property and the abutting property owned by Mark & Elizabeth Lloyd has been executed and recorded in the Town of East Lyme Land Records. A copy of the Easement and Easement Map are attached as Exhibit J.

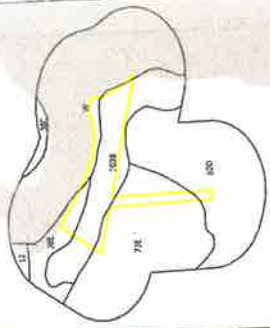
A Draft Deed of Conveyance of the Private Road is attached as Exhibit K.

A Draft Deed of Conveyance of the Lots is attached as Exhibit L.

EXHIBIT A



- i. Vertical Aerial Photo - Provided
- ii. Topographic Survey - at 5' intervals given scale requirements. See plan for topography at 2' intervals.
- iii. Wetlands - None exist
- iv. Vegetative Cover Conditions - See design report
- v. Soil Series Types and Phases - See inset topographic map
- vi. Ridge and Waterway Features - The only condition that applies is that the roads are the only condition that applies
- vii. Vegetation primarily Oak and Mountain Laurel
- viii. Geological Formation - None exist
- ix. Existing Man-Made Features - Private road
- x. Historical Significant Sites or Structures - None exist
- xi. Location of Trees - Encroachments - Access easement in favor of Mary and Elizabeth Lloyd (assessors map 35 lot 24)

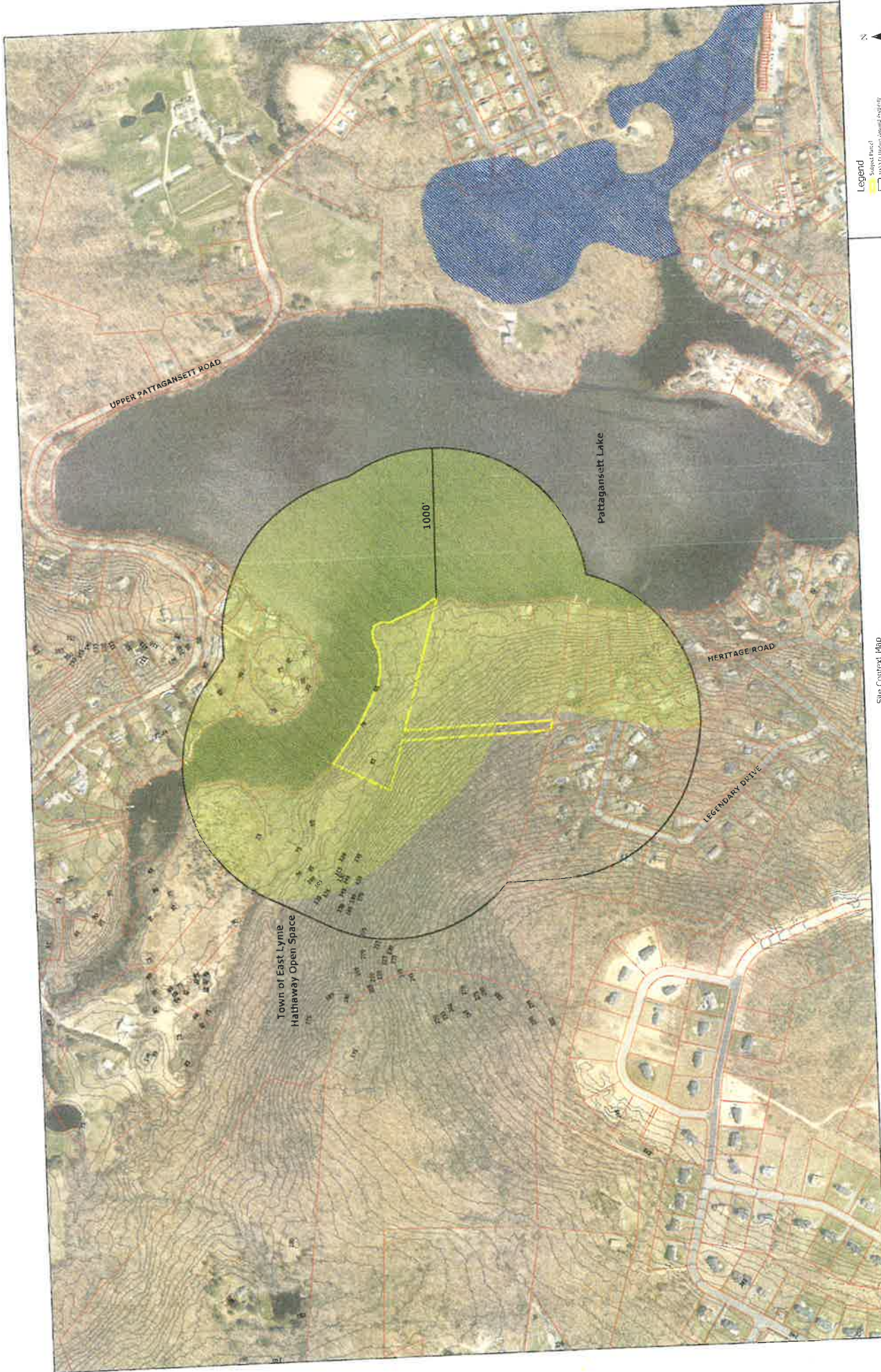


- Legend**
- Yellow line: Indirect Parcel
 - Black line: 5' ft Contour
 - Red line: 500 ft Natural Resource Property

Natural and Cultural Resources Site Analysis Map
 Heritage Road Subdivision
 Assessors Map 35 Lot 23-1
 Scale: 1" = 200'
 Area: 6.0 Acres

Property Owners:
 Port Side Holdings &
 English Harbor Capital Partners LLC
 207 Clarendon Ave
 Southport, NC 28461

EXHIBIT B



Legend

- 2021 Flood Hazard Map
- 2021 Flood Hazard Map
- 2021 Flood Hazard Map
- 2021 Flood Hazard Map

Site Context Map
 Heritage Road Subdivision
 Assessors Map 35 Lot 23-1
 Scale: 1" = 200'
 Area: 6.0 Acres

Property Owners:
 Fort Side Holdings &
 English Harbor Capital Partners LLC
 207 Clarendon Ave
 Southport, NC 28581

EXHIBIT C

June 24, 2024

Kristen Clarke P.E.
20 Risingwood Drive
Bow, NH 03104

Re: Proposed Subdivision, Heritage Road, East Lyme, Connecticut

Dear Ms. Clarke:

The Office of State Archaeology (OSA) reviewed the draft report from Dr. Sarah Holmes, regarding the results of the Phase I archaeological reconnaissance archaeology survey of the proposed three-lot residential subdivision on Heritage Road in the town of East Lyme. Dr. Holmes conducted background research on the property and visual inspection identified several areas with previous soil disturbance within the area of planned development. Dr. Holmes completed an archaeological survey comprising 10 shovel test pits in areas of potential archaeological sensitivity. No significant artifacts or cultural features were identified in any of the shovel test pits. As a result of the survey Dr. Holmes determined that the proposed subdivision will not impact archaeological or historical resources within the Town of East Lyme, and recommended no additional archaeological testing.

OSA concurs that the proposed development will have no effects on any cultural resources listed, eligible, or potentially eligible for the National Register of Historic Places, and it will therefore have no effect on the cultural and historical resources of the State of Connecticut. No additional archaeological work is required.

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

Sincerely,



Sarah P. Sportman, Ph.D.
State Archaeologist

Cc: Cory Atkinson, CTSHP; Sarah Holmes; Gary A. Goeschel, Town of East Lyme

EXHIBIT D



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, Reserve area #4, Heritage Road, East Lyme, CT.

Dear Mr. Geraghty,

At your request I have delineated the inland wetlands and watercourses on the 10 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-85 delineate the high-water mark of Pattagansett Lake and its adjacent inland wetlands.

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 E

Aerial survey of Connecticut 1934 photograph 00764

...



Item Description

Title

Aerial survey of Connecticut 1934 photograph 00764

Subject - TGM

Aerial photographs; Connecticut; East Lyme

Description

Pataguansett Lake

Coverage - Spatial

1:12000

Creator

Fairchild Aerial Survey Co.; Connecticut Air National Guard

Contributors

Connecticut State Planning Board

Date - Created

1934 Apr.

Date - Digital

2004-2006

Collection

Aerial photographs

Type

Image

Format

jp2

Source - Location

9 x 7 in., b&w photograph; Connecticut State Library, State Archives, RG 089: 11a

RelationResearch Guide to Aerial Photographs at the Connecticut State Library: <http://libguides.ctstatelibrary.org/hg/aerialphotos>
(<http://libguides.ctstatelibrary.org/hg/aerialphotos>)**Town(s) Covered**East Lyme ([digital/collection/p4005coll10/search/searchterm/East Lyme/field/towns/mode/exact/conn/and](http://digital/collection/p4005coll10/search/searchterm/East%20Lyme/field/towns/mode/exact/conn/and))**X Coord**

-72.2305

Y Coord

41.3702

Publisher

Connecticut State Library

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tif

File Name

CT1934_00764.jp2

EXHIBIT F

3

DRAFT

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **ENGLIH HARBOUR CAPITAL PARTNERS LLC and PORT SIDE HOLDINGS, INC** ("Grantors") 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 1.77 acres on a map entitled "**LAKE FRONT POINTE SUBDIVISION**", East Lyme, Connecticut sheet 2 of 4", prepared by **GERWICK-MEREEEN LAND SURVEYORS**, and dated _____, revised _____ and to be filed in the East Lyme Land Records. **THERE SHALL BE NO PUBLIC ACCESS RIGHTS WHATSOEVER TO THE PROPERTY SUBJECT TO THIS CONSERVATION EASEMENT.**

1. There shall be no buildings, camping accommodations, mobile homes, patios, decks, porches, or other structures except as specifically permitted below;
2. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock minerals or other materials, nor any change in the topography of the land in any manner, except as specifically permitted below;
3. There shall be no removal, destruction of cutting of trees or plants, spraying with biocides, herbicides, or their agents inimical to plant, animal or insect life, grazing of domestic or farm animals, or disturbance of change in the natural habitat in any manner, except as specifically permitted below;
4. There shall be no dumping of ashes, trash, garbage, other unsightly or offensive material, and no changing of the topography through the placing of soil or other substances of material such as land fill or dredging spoils, except as specifically permitted below;
5. There shall be no manipulation nor alteration of natural water courses, shores, marshes, or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;

6. There shall be no operation of motorized vehicles, including snowmobiles, dune buggies and all-terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, cart paths, or footpaths except as necessary to maintain existing footpaths in the current condition or specifically permitted below.

The provisions of the preceding restrictions notwithstanding, the following uses and activities by Grantors, and their heirs, successors and assigns, and any work or activity otherwise prohibited by the preceding restrictions which is reasonably necessary or appropriate in connection with such uses or activities otherwise not be prohibited by this Conservation Easement or considered inconsistent with the intent of this grant and are specifically permitted;

- a. The removal of dead, diseased, or damaged trees or other vegetation when such removal is necessary for reasons of safety, to control the spread of disease, or to control obnoxious plant growth such as cat brier, poison ivy, wild grape, oriental bittersweet, or other invasive species, and when such activities are conducted in a manner which will otherwise not be harmful to the remaining plant life; and
- b. Activities associated with an approved inland wetlands permit, such as, but not limited to, wetland mitigation or enhancement, stormwater management, or stormwater discharges.
- c. The use of the area for drainage and drainage structures.
- d. The Placement of "Reserve Leaching Areas" for onsite septic system(s) provided that to the extent such area is required to be put into service an alternative area of a like amount will be required to be dedicated to the East Lyme Land Trust or their successors subject to the Conservation Easement Protections identified herein.
- e. Hand Cutting and removal of brush, Mountain Laurel and similar vegetation and trees with 4" or less caliper provided no stump removal shall occur.

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

EXHIBIT G



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

Promoting
healthy
communities

Application for Septic Plan Review

Notes:

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

Date: 1/5/25 Property Address: Heritage Road Assessors map Town: 35-lot 23-1 East Lyme

Applicant Name: Stephen Harney Phone: 860-227-1301

Email: sfharney@gmail.com Fax: n/a

Applicant Address (if different from above): 207 Clarendon Avenue, Southport, NC 28461

Property Water Supply: Well (s) Public Water Both

Type of Review Requested:

Septic Design Plan - Single Lot (Fee: \$155 – includes 1 revision)

Revision of Septic Design Plan (beyond one revision) (Fee: Half of Plan Review Fee)

Subdivision Feasibility / commission review. Number of lots: 3 (Fee: \$150 per lot)

State DPH review (e.g., septic systems >2000 gpd; request for State exception) (Fee: \$100)

Additional Information: _____

Signed: 

Assigned to: _____ Title: _____

Date Received: _____

EXHIBIT H

DRAFT

DECLARATION OF COMMON EASEMENT AND MAINTENANCE

This Declaration executed this ___ day of January , 2025 by **PORT SIDE HOLDINGS, INC** and **ENGLISH HARBOUR CAPITAL PARTNERS LLC**, hereinafter referred to as "Declarant",

WHEREAS, THE Declarant is the owner of that certain piece or parcel of land shown as Lots 1, 2 & 3 on a map or plan entitled "LOCATION COVER SHEET LAKE SIDE POINT SUBDIVISION, A CONSERVATION DESIGN DEVELOPMENT (CDD), PROPERTY OF PORT SIDE HOLDINGS, INC and ENGLISH HARBOUR CAPITAL PARTNERS LLC prepared by GERWICK-MEREEEN LLC, 191 BOSTON POST ROAD, EAST LYME, CONNECTICUT 06333 which maps have been filed in the land records of the Town of East Lyme on or about this date.

WHEREAS, said lots are to be served by Private Road as more particularly shown on said plans as "Private Road & Utility Easement Area" and;

WHEREAS, said Private Road is for the benefit of all of the specifically referenced lots described herein

WHEREAS, any drainage facilities or structures required in the future by the Town of East Lyme in the easement area would be for the benefit of the specific lots referenced as follows;

Easement Map Depicting Easement Area to be Granted to THE CONNENICUT LIGHT AND POWER COMPANY dba EVERSOURCE ENERGY ACROSS THE PROPERTY OF PORT SIDE HOLDINGS, INC. and ENGLISH HARBOUR CAPITAL PARTNERS, LLC OFF HERITAGE ROAD Scale: 1"= 40' File Number E24116 Date: August 22, 2024 prepared by Gerwick-Mereen LLC, 191 BOSTON POST ROAD, EAST LYME, Connecticut 06333". Said map is recorded in the Land Records at Drawer ___ #___.

NOW THEREFORE, the following shall be the rights, responsibilities and burdens of each of said lots with regard to said private street;

1. Each of said lots shall be burdened and benefitted by the Private Road and storm water drainage facilities and or structures as shown on the above-referenced plan or added hereafter as a requirement by the Town of East Lyme in conjunction with the issuance of building permit(s).
2. Said Private Road shall be used by the respective lot owners for access to each of the individual lots and for the purposes of installation and maintenance of utilities serving such lots, and no individual lot may interfere

with, block or otherwise impede the access to any other lot over said Private Street. Said drainage facilities shall be used by respective lot owners for drainage of impervious surfaces.

3. Each of said lots shall share equally the obligation to maintain said Private Road including, but not limited to snowplowing, repairing and/or replacement of pavement, and landscaping and maintaining the landscaped area adjacent to the paved portion of the driveway and within such drainage facilities or structures as may be required by the Town of East Lyme as is referenced in paragraph 1 herein.
4. Each lot owner shall have one vote in determining the nature and extent of a required maintenance, repair and/or replacement, and the vote, either in person or by consent, of the majority of lot owners shall be sufficient to bind all lot owners with regard to any common expenses needed for the repair, replacement and/or maintenance of said private street and or drainage facilities or structures.
5. The successful party of any litigation regarding the obligations hereunder shall be entitled to all costs including reasonable attorney's fees.
6. The Private Road will not be owned by the Town of East Lyme. All maintenance, repair, and services such as snow removal, sanding and sweeping of the Private Road will be the responsibility of the lot owners identified herein.
7. The Town of East Lyme shall not be responsible for the initial cost, maintenance fees or utility bills associated with all street sign or street lights located on the or adjacent to the private Road.
8. **THIS COMMON EASEMENT AND MAINTAINENCE AGREEMENT SHALL NOT BE AMENDED WITHOUT THE APPROVAL OF THE TOWN OF EAST LYME PLANNING COMMISSION**

The rights, responsibilities and benefits and burdens shall inure to the benefit of all of the above-referenced lots, and shall bind the Declarant, its successors and assigns, and shall be deemed a real covenant which shall run with the land.

Signed this ___ of January, 2025.

WITNESSED BY:

ENGLISH HARBOUR CAPITAL PARTNERS LLC

DRAFT

By: _____
Kristen T. Clarke, its Manager
DULY AUTHORIZED

STATE OF NEW HAMPSHIRE)
) ss: _____
COUNTY OF _____)

On this ___ day of January 2025, personally appeared, Kristen T. Clarke, Manager of English Harbour Asset Management 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, before me.

Notary Public
My Commission Expires: _____

EXHIBIT I

Return to:

Peck + Tumski, PC
10 Peck St
New London, CT 06320

NO CONVEYANCE TAX RECEIVED
KAREN MILLER GALBO
EAST LYME, CT TOWN CLERK

EASEMENT

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT HATHAWAY FARM, LLC of 8 The Green, Suite A, Dover Delaware, for consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration grants to the **Elizabeth Lloyd and Mark Lloyd**, of the Town of East Lyme, County of New London and State of Connecticut an easement in common with others, over land of the Grantor land situated in the Town of East Lyme, County of New London and State of Connecticut, for purposes of ingress and egress, being further bounded and described on as follows:

A certain parcel of land with all improvements therein situated off the end of Heritage Road in the Town of East Lyme, County of New London and State of Connecticut and shown as "25' DRIVEWAY EASEMENT" on a plan entitled "PLAN SHOWING BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTY OF HATHAWAY FARM, LLS & MARK AND ELIZABETH LLOYD HATHAWAY ROAD AND SCOTT ROAD EAST LYME, CONNECTICUT SCALE: 1" = 100' SHEETS 3 OF 3 DATE: MARCH 10, 2022" said parcel being more particularly bounded and described as follows:

Beginning at a point marking the southeasterly corner of the herein described parcel at the end of Heritage Road as shown on the aforementioned plan;

Thence running N60°-00'-00"W, 26.31 feet along the end of Heritage Road to a point marking the southwesterly corner of the herein described parcel;

Thence running N11°-50'-18"E, 740.99 feet across land now or formerly of Hathaway Farm LLC to a point;

Thence running S60°-00'-00"E, 25.84 feet across land now or formerly of Hathaway Farm, LLC to a point;

Thence running S11°-50'-18"W, 371.32 feet along the westerly line of land to be conveyed to said Lloyd;

Thence continuing S11°-50'-18"W, 371.32 feet along the westerly line of land to be conveyed to said Lloyd to the point and place of beginning.

The grant of this easement is condition upon the following

That an existing easement/right of way (the "Existing Easement") in favor of the Grantee over the property of the Grantor identified in a deed dated February 27, 1978 and recorded in volume 17 page 137 of the East Lyme land records shall remain in place and further that the actual area of use as shown on a survey entitled "Plan Showing Boundary of Property of Hathaway Farm, LLC & Mark and Elizabeth Lloyd & Scott Road, East Lyme, Connecticut dated March 10, 2022, Sheet 3 of 3, Job No. 20-080" (Ex. B)". Grantee may continue to utilize the Existing Easement as shown thereon until such time as the Grantee may use the 25' Driveway Easement as shown there on and more particularly described above.

In the event the Grantee shall commence to use the aforementioned Driveway Easement before the Grantor shall develop same, the Grantee shall be responsible for any improvements thereto. At such time the Grantee's right to use the Existing Easement shall terminate.

In the event the Grantor shall develop the Driveway Easement before the Grantee should do so then the Grantor shall be responsible for any town approvals, the cost of any improvements and once made the Grantees right to use the Existing Easement shall terminate.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed this

5th day of April 2022.

Signed, Sealed and Delivered
in the presence of:

HATHAWAY FARM, LLC

Alice Robbins
Alice Robbins

By: Kristen Clarke
Kristen Clarke, Its Manager
Duly authorized

Jeffrey Torrance
Jeffrey Torrance

STATE OF NH

ss. Concord

COUNTY OF Merrimack

On this 5 day of April 2022, before me, the undersigned officer, personally appeared _____, as Manager of Hathaway Farm, LLC, known to me (or satisfactorily proven) to be the person whose name is transcribed to the foregoing document and acknowledged the same to be his/her free act and deed, and the free act and deed of the company.

David C Murdo

Notary Public
My commission expires: 3/31/26



RECEIVED FOR RECORD
Apr 18, 2022 03:45:48P
Karen Miller Galbo
TOWN CLERK
EAST LYME, CT

EXHIBIT J

After recording, return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **PORTSIDE HOLDINGS, INC.** and **ENGLISH HARBOUR CAPITAL PARTNERS, LLC**, hereinafter collectively called Grantor, hereby grants to The Connecticut Light and Power Company dba Eversource Energy, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with **WARRANTY COVENANTS** (except for the matters described in Schedule A if such schedule is attached), the non-exclusive perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, silos, handholes, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the non-exclusive right of access across other lands of the Grantor for all purposes in connection with the exercise of the within granted easement including inspecting, maintaining or removing the same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the **northerly** side of **Heritage Road** in the Town of East Lyme, Connecticut, as more particularly described on a map entitled "**Easement Map Depicting Easement Area to be Granted to The Connecticut Light and Power Company dba Eversource Energy Across the Property of Portside Holdings, LLC and English Harbor Capital Partners, LLC, off Heritage Road, East Lyme, Connecticut, Scale: 1" = 40', File No. E24116, Date: August 22, 2024 by Gerwick – Mereen L.L.C.**" which map has been filed as map number _____ in the office of the Town Clerk of said Town of East Lyme, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, and except for those improvements shown on the above-referenced plan; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor. Grantor, its heirs, successors, assigns and agents, shall contact Call Before You Dig prior to commencing installation or maintenance of said Permitted Improvements.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include the following: (a) any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement and (b) any damage to any Permitted Improvements resulting from the Grantee's exercise of its rights hereunder to access the Easement Area and/or to construct, maintain, replace, relocate, remove and rebuild Grantee's facilities.

If any portion of the above-described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

FILE NO. E24116
After recording, return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

[Rest of page left intentionally blank]

[Signature Pages Follow]

FILE NO. 22-110
After recording, return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 12th day of November, 2024.

Signed, sealed and delivered in the presence of:

Opice Thomas
Witness

[Signature]
Witness

PORTSIDE HOLDINGS, INC.

By: *Shelly Harney* (L.S.)
Its:

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

SS: _____

COUNTY OF BRUNSWICK

On this 12th day of November, 2024, before me, the undersigned officer, personally appeared Shelly Harney, who acknowledged himself/herself to be the President of **Portside Holdings, Inc.**, a limited liability company, and that he/she, as such President, being authorized to do so, executed the foregoing instrument for the purposes contained, by signing the name of the company by himself/herself as such President, and as the free act and deed of said company.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]
Notary Public
My commission expires:



File No. E24116
After recording, return to:
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 13 day of November, 2024.

Signed, sealed and delivered in the presence of:

MRusso Monica Russo
Witness

ENGLISH HARBOUR CAPITAL PARTNERS, LLC

Allison Favre
Witness

Kristen Clarke (L.S.)
By: Kristen Clarke
Its: Manager

ACKNOWLEDGMENT

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

SS: _____

On this 13 day of November, 2024, before me, the undersigned officer, personally appeared Kristen Clarke, who acknowledged himself/herself to be the Manager of **English Harbour Capital Partners, LLC**, a limited liability company, and that he/she, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes contained, by signing the name of the company by himself/herself as such Manager, and as the free act and deed of said company.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]
Notary Public Robin M. Brown
My commission expires: 11/8/2028

Robin M Brown
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/8/2028



EASEMENT MAP

DEPICTING EASEMENT AREA TO BE GRANTED TO

THE CONNECTICUT LIGHT AND POWER COMPANY dba EVERSOURCE ENERGY

ACROSS THE PROPERTY OF

PORT SIDE HOLDINGS, INC.

AND

ENGLISH HARBOUR CAPITAL PARTNERS, LLC

OFF HERITAGE ROAD

EAST LYME, CONNECTICUT

SCALE: 1" = 40'

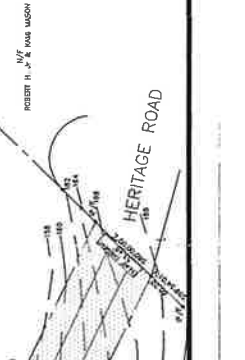
FILE No. E24116

DATE: AUGUST 22, 2024

DATE	REVISION

CERWICK - MEREN L.L.C.
 191 BOSTON POST ROAD, P.O. BOX 885
 EAST LYME, CONNECTICUT 06333
 TEL. (860)442-2201 FAX. (860)442-2205

2024 P.L. 1029
 FILED LAND REGISTRY CT No. 1029
 DATE: AUGUST 22, 2024
 REG. LAND REGISTRY CT No. 1029



PROPERTY LINE IS 314.5' ALONG PATTAGANSETT LAKE
 TOTAL AREA = 69,676.07 SQ. FT. / 1.33 AC.
 PROPERTY LINE IS 1033.1' ALONG PATTAGANSETT LAKE
 AREA = 100,875.97 SQ. FT. / 1.33 AC.

PROPERTY LINE IS 1033.1' ALONG PATTAGANSETT LAKE
 AREA = 100,875.97 SQ. FT. / 1.33 AC.

LEGEND

- PROPERTY LINE
- REMAIN EXISTING
- TO BE SET
- EDGE OF WETLANDS & THAW
- CLAP LOCATION AREA
- 0 IN FIN
- 1/8" = 1' SCALE
- PROPERTY LINE IS 314.5' ALONG PATTAGANSETT LAKE
- TOTAL AREA = 69,676.07 SQ. FT. / 1.33 AC.
- PROPERTY LINE IS 1033.1' ALONG PATTAGANSETT LAKE
- AREA = 100,875.97 SQ. FT. / 1.33 AC.

NOT DRAWN BY J.W. WOODSON

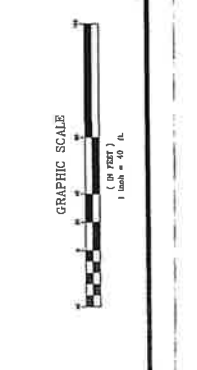


EXHIBIT K

DRAFT

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 **LAKE SHORE POINT PROPERTY OWNERS ASSOCIATION** of the Town of Fort Mill, County of York and State of South Carolina with **WARRANTY COVENANTS**, all that certain piece or parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut, known as a portion of Assessors Map 35.0 Lot 23-1 and further identified as the Private Road Area ___ ± Acres/_____ ± S.F., on a map or plan entitled " LOCATION COVER SHEET LAKE SHORE POINT SUBDIVISION, A CONSERVATION DESIGN DEVELOPMENT (CDD), PROPERTY OF PORT SIDE HOLDINGS, INC and ENGLISH HARBOUR CAPITAL PARTNERS LLC prepared by GERWICK-MEREEN LLC, 191 BOSTON POST ROAD, EAST LYME, CONNECTICUT 06333 which maps have been filed in the land records on or about this date, said area being further bounded and described on Schedule A attached hereto. The Intent of this instrument is to convey the Private Road area to a property owners association as required by the Town of East Lyme subdivision Regulations 6-10-3 (H).

Said Premises are conveyed subject to:

A Conservation Easement Recorded at Volume ___ Page ___ of the Town of East Lyme Land Records.

A Declaration of Common Easement and Maintenance Recorded at Volume ___ Page ___ of the East Lyme Land Records.

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.

IN WITNESS WHEREOF, the Grantors has/have caused these presents to be executed on this ____ day of January, 2025.

Witnessed by:

PORT SIDE HOLDINGS, INC.

DRAFT

By: _____
Shelly Harney
Its President, duly authorized

STATE OF NORTH CAROLINA

COUNTY OF _____

)
) **ss:**
)

On this __ day of January, 2025, 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 _____

ADDITIONAL SIGNATURE ON FOLLOWING PAGE

Witnessed by:

**ENGLISH HARBOUR CAPITAL PARTNERS
LLC**

DRAFT

By: _____
Kristen T. Clarke
Its Manager, duly authorized

STATE OF NEW HAMPSHIRE

COUNTY OF _____

)
)
)

ss:

On this ___ day of January, 2025, before me, the undersigned officer, personally appeared Kristen T. Clarke, as Manager of English Harbour Capital Partners LLC, 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 _____

Gerwick- Merein L.L.C.

Land Surveying & Land Planning

A certain parcel of land with all improvements therein situated in the Town of East Lyme, County of New London and State of Connecticut and being shown as "50' DRIVEWAY AREA" on a plan entitled; "PLAN SHOWING FIRST CUT - FREE SPLIT PROPERTY OF HATHAWAY FARMS, LLC HATHAWAY ROAD, SCOTT ROAD & HERITAGE ROAD EAST LYME, CONNECTICUT SCALE 1" = 200' DATE: JUNE 29, 2022, GERWICK MEREEEN LLC." said parcel being more particularly bounded and described as follows:

Beginning at a point at point at the end of Heritage Road, marking the southwesterly corner of the herein described parcel and the southwesterly corner of land now or formerly of Mark A. and Elizabeth G. Lloyd;

Thence running $N01^{\circ}-50'-18''E$, 371.32 feet along the westerly line of land now or formerly of said Lloyd to a point;

Thence continuing $N01^{\circ}-50'-18''E$, 371.32 feet along the westerly line of land now or formerly of Mark A. and Elizabeth G. Lloyd to a point marking the northeasterly corner of the herein described parcel and the northeasterly corner of land now or formerly of said Lloyd;

Thence running $N60^{\circ}-00'-00''W$, 52.84 feet across land now or formerly of Hathaway Farm, LLC, to a point marking the northwesterly corner of the herein described parcel;

Thence running $S01^{\circ}-50'-18''W$, 750.39 feet across land now or formerly of Hathaway Farms, LLC to a point marking the southwesterly corner of the herein described parcel and a point in the northerly line and end of Heritage Road;

Thence running $S60^{\circ}-00'-00''E$, 52.62 feet along the northerly end of Heritage Road to the point and place of beginning.

EXHIBIT L

DRAFT

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 **DUVAL PARTNERS LLC** of the Town of Fort Mill, County of York and State of South Carolina with **WARRANTY COVENANTS**, all that certain piece or parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut, known as Assessors Map 35.0 Lot 23-1 and further identified as Lots 1, 2, & 3 on a map or plan entitled " LOCATION COVER SHEET LAKE SHORE POINT SUBDIVISION, A CONSERVATION DESIGN DEVELOPMENT (CDD), PROPERTY OF PORT SIDE HOLDINGS, INC and ENGLISH HARBOUR CAPITAL PARTNERS LLC prepared by GERWICK-MEREEN LLC, 191 BOSTON POST ROAD, EAST LYME, CONNECTICUT 06333 which maps have been filed in the land records on or about this date, said lots being further bounded and described on Schedule A attached hereto.

Said Premises are conveyed subject to:

A Conservation Easement Recorded at Volume ___ Page ___ of the Town of East Lyme Land Records.

A Declaration of Common Easement and Maintenance Recorded at Volume ___ Page ___ of the East Lyme Land Records.

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.

IN WITNESS WHEREOF, the Grantors has/have caused these presents to be executed on this ___ day of January, 2025.

Witnessed by:

PORT SIDE HOLDINGS, INC.

DRAFT

By: _____
Shelly Harney
Its President, duly authorized

STATE OF NORTH CAROLINA

COUNTY OF _____

)
) **ss:**
)

On this ___ day of January, 2025, 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 _____

ADDITIONAL SIGNATURE ON FOLLOWING PAGE

Witnessed by:

**ENGLISH HARBOUR CAPITAL PARTNERS
LLC**

DRAFT

By: _____

**Kristen T. Clarke
Its Manager, duly authorized**

STATE OF NEW HAMPSHIRE

COUNTY OF _____

)
)
)

ss:

On this ___ day of January, 2025, before me, the undersigned officer, personally appeared Kristen T. Clarke, as Manager of English Harbour Capital Partners LLC, 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 _____