

**FILE COPY**

**Received**

**JUN 05 2025**

**Town of East Lyme  
Land Use**

**DESIGN REPORT  
RE-SUBDIVISION  
237 UPPER PATTAGANSETT ROAD  
AKA NOTTINGHAM HILLS SUBDIVISION LOT 32  
EAST LYME, CONNECTICUT  
June 1, 2025**

**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 in both full size and 11" x 17" have been provided with the application submission documents.

**SITE CONTEXT MAP**

This map is submitted to provide the Planning Commission with the location of the proposed development within its neighborhood. The map shows the relationship of the subject property to natural and man-made features within 1000 feet of the development site. It also includes topography, wetlands, woodlands, public roads, utility easements, and land protected under conservation easements. The map complies with Subdivision Regulation 5-2-2 (A). See Exhibit B. Additional copies of the plan in both full size and 11" x 17" have been provided with the application submission documents.

**ARCHAEOLOGICAL SURVEY**

The Archaeological survey was conducted on this property as part of Phase 3 of the Nottingham Hills Subdivision which included this property. No cultural resources were discovered. The subject property had been used for Sand & Gravel during the 1950's and 1960's. Given the significant disturbance it was determined little chance existed for any cultural resources to exist.

**BIOLOGICAL REPORT**

A Report by the applicants environmental consultant, Rema Ecological Services, LLC, is included as part of the application package. This report address's the National Diversity Data Base Report obtained by the applicant from the DEEP, Exhibit C, as well as an environmental impact report required by Subdivision Regulation 4-14-2 and 4-14-3.

## **INLAND WETLANDS**

There are no inland wetlands or watercourses on the subject property. Inland Wetlands and watercourses were previously identified on abutting property as part of Phase 4 of the Nottingham Hills Subdivision. See Exhibit D,

## **PESTICIDE REPORT**

A review of historical Aerial Photographs indicate no farming in 1934 thru the present. Aerial photos from 1934 and 1965 are enclosed with this report. Exhibit E.

## **OPEN SPACE**

No Open Space is required as part of this application. As this commission is aware substantial open space, some 79.12 acres, has already been dedicated as part of prior phases of this subdivision. See Exhibit F.

## **SEWAGE DISPOSAL REPORT**

The proposed single family homes will utilize individual septic systems. The applicant has submitted an application to LedgeLight Health District for approval of feasible locations for each of the proposed septic systems as is required by the Subdivision Regulations. Exhibit G.

## **WATER SUPPLY REPORT**

The proposed residences will all be served by individual wells. The applicant has submitted an application to LedgeLight Health District for approval of feasible locations for each of the proposed wells as is identified in the Subdivision Regulations Section 6-10-3 (H).

## **STORM WATER MANAGEMENT PLAN**

The Subdivision plans provide the site's Storm Water Management capabilities and comply with the 2023 State of Connecticut DEEP Stormwater Management Guidelines. A Drainage Report and Drainage Calculations provided by May Engineering are enclosed with the application package. Rain gardens will be required as part of the final design plans to capture roof run off from each of the proposed homes.

## **EROSION AND SEDIMENT CONTROL PLAN**

The Erosion and Sediment Control Plans for this subdivision plan comply with the DEEP Guidance Documents effective March 30, 2024

## **ROAD CONSTRUCTION/PUBLIC IMPROVEMENTS**

The proposed Common Driveway will be built in phases as approved by this Commission. A Common Driveway Access and Maintenance Agreement will be recorded in the Land Records as is identified in Subdivision Regulation 6-10-3 (H). A draft of the proposed agreement is attached as Exhibit H.

## **EASEMENTS**

A non-exclusive access easement in favor of 239 Upper Pattagansett Road encumbers the west boundary of the property. See Exhibit I.

Utility Easements in Favor of Eversource dba the Connecticut Light & Power Company will be obtained upon approval of the subdivision application. Eversource will not commence the Utility Easement nor the Utility Design until approval has been obtained from this Commission.

## **ENERGY EFFICIENCY and CONSERVATION STATEMENT**

Per Section 6-2-6 of the Subdivision Regulations the applicant's Final Site Plans for each home will;

- Provide south facing roof surfaces to allow the placement of unobstructed solar energy systems.
- Insure that the abutting Open Space and its vegetation will not interfere with the solar energy systems reflected in this statement by locating the homes outside of the shade line setback required by the proposed solar energy systems.
- Each of the lots are a the "toe" of sloping property north of each residence. The location of these homes will be buffered by the topography and the vegetation being left in its current natural state along its northern border. This area is owned by the East Lyme Land Trust and is encumbered by a DEEP Open Space and Watershed Protection Conservation Easement. See Exhibit J.

# EXHIBIT A

- I. Vertical Aerial Photo - Provided
- II. Wetlands - None exist
- III. Wetlands - None exist
- IV. Vegetative Cover Conditions - See design report
- V. Soils Series Types and Phases - See inset soils map
- VI. Ridge/line and Watershed Boundaries - None exist
- VII. Riparian Areas - None exist
- VIII. Geologic Formations - None exist
- IX. Geological Significant Sites or Structures - None exist
- X. Historical Significant Sites or Structures - None exist
- XI. Season of Halls to Public Use - None exist
- XII. Escalation/Other Circumstances - None exist



Town of East Lyme  
 Narrow Pond Property

Property Owner:  
 English Harbor Capital Partners  
 30 N. Gould Street  
 Sheridan, Wyoming 82801

Natural and Cultural Resources and Site Analysis Map  
 237 Upper Kensington Road  
 Scale: 1" = 200'  
 Area: 0.5 Acres

- Legend**
- 500' Buffer
  - 500' Wetland
  - 500' Wetland
  - 500' Wetland



# EXHIBIT B



Property Owner:  
 English Harbor Capital Partners  
 30 N. Gould Street  
 Sheridan, Wyoming 82801

Site Context Map  
 237 Upper Patrassett Road  
 Scale: 1" = 200'  
 Area: 6.5 Acres

- Legend**
- █ Subject Parcel
  - 5' Elevation Contours
  - 100ft Buffer
  - █ Natural Diversity Database
  - █ 1% Flood Zone



# EXHIBIT C



10/6/2023

Kristen Clarke  
CLARKE  
20 Risingwood Dr  
Bow, NH 03304  
jtorra5608@aol.com

Subject: Lot 32 Re Subdivision Nottingham Hills  
Filing #: 100011  
NDDDB - New Determination Number: 202307091

Expiration Date: 10/6/2025

Location: Lot 32, Nottingham Hills, 237 Upper Pattagansett Rd, East Lyme, CT

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

**Northern long-eared bat (*Myotis septentrionalis*)- State Endangered, Federally Endangered**

**Red-headed woodpecker (*Melanerpes erythrocephalus*)- State Endangered**

**Whip-poor-will (*Caprimulgus vociferus*)- State Special Concern**

- **To minimize impacts to these species do not conduct any tree clearing or begin ground disturbance between April 15- September 30.**

**Northern long-eared bat (*Myotis septentrionalis*)- State Endangered, Federally Endangered**

The Northern long-eared bat is one of the species most impacted by White Nose Syndrome. Populations in Connecticut have declined by over 90%, and it has been Federally listed as Endangered. During the summer northern long-eared bats roost singly or in maternal colonies underneath bark, in cavities or in crevices of both live trees and snags (dead trees). Males and non-reproductive females may also roost in cooler places, like caves and mines. Northern long-eared bats seem to be flexible in selecting roosts, choosing roost trees based on suitability to retain bark or provide cavities or crevices. This bat has also been found rarely roosting in structures, like barns and sheds. Northern long-eared bats spend winter hibernating in caves and mines, called hibernacula.

The presence of northern long-eared bat (*Myotis septentrionalis*), a federally endangered and state endangered species, may require consultation with the US Fish and Wildlife Service Ecological Field Office in

order to be in compliance with the Federal Endangered Species Act if the proposed project requires federal permits or uses federal funds. For more information on federal requirements visit:

<http://www.fws.gov/midwest/endangered/mammals/nleb/>

- To avoid negative impact to bats during the breeding season, do not conduct tree cutting between April 15- September 30.

### **Red-headed woodpecker (*Melanerpes erythrocephalus*)- State Endangered**

The red-headed woodpecker is a bird that nests in cavities. Habitats preferred by this species include forest edges, orchards, and open wooded areas. Its breeding season is approximately from April through August and it is during this period that the species is most susceptible to disturbances in its feeding or nesting habitat. Minimizing impact to open woodland areas during this time period will likewise minimize impact to this species.

### **Whip-poor-will (*Caprimulgus vociferus*)- State Special Concern**

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.

- Do not begin to cut, clear, remove trees or shrubs, or disturb forest floor between April 20-July 30 within 200m of nesting locations.

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 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 NDDDB consultation and determination should not be substituted for biological field surveys assessing on-site habitat and species presence.
- The NDDDB - New determination for the Lot 32 Re Subdivision Nottingham Hills as described in the submitted information and summarized at the end of this document is valid until 10/6/2025. 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 10/6/2025.

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 202307091 when you e-mail or write. Thank you for consulting the Natural Diversity Data Base.

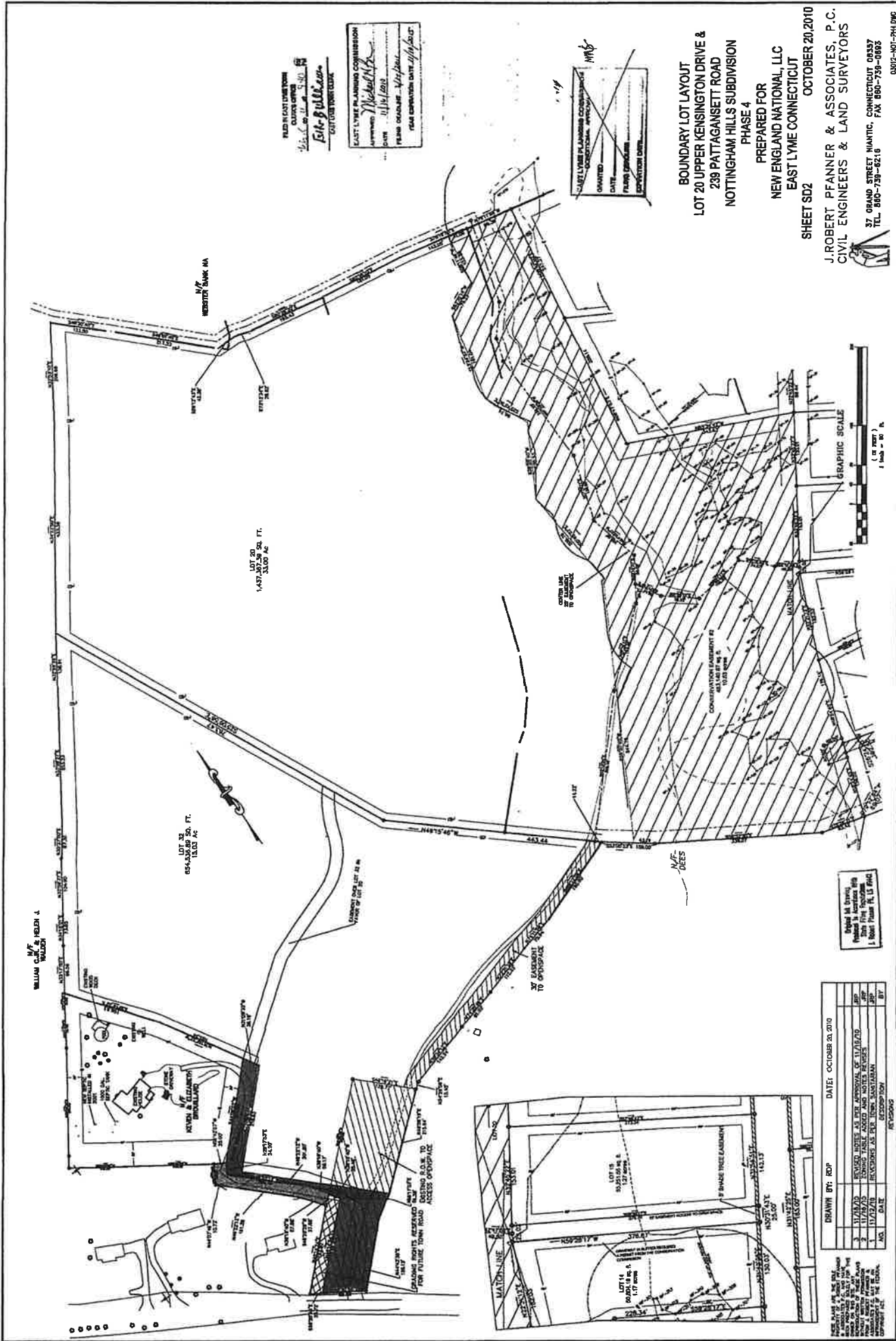
Shannon Kearney  
Wildlife Division- Natural Diversity Data Base  
79 Elm Street  
Hartford, CT 06106-5127  
(860) 424-3170  
Shannon.Kearney@ct.gov

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:	Lot 32 Re Subdivision Nottingham Hills
Project Description:	

# EXHIBIT D

THIS MAP RECORDED AT DRAWER 6 #400 - EAST LYME LAND RECORDS



FILED IN EAST LYME TOWN  
CLERK'S OFFICE  
2010 OCT 23 AM 10:30  
**Eric B. Hall, LLC**  
CIVIL ENGINEERS & LAND SURVEYORS

EAST LYME PLANNING COMMISSION  
APPROVED: *[Signature]*  
DATE: 10/14/2010  
PLANNING BOARD: *[Signature]*  
FOR APPROVAL DATE: 10/14/2010

EAST LYME PLANNING COMMISSION  
DATE: 10/14/2010  
PLANNING BOARD: *[Signature]*  
FOR APPROVAL DATE: 10/14/2010

BOUNDARY LOT LAYOUT  
LOT 20 UPPER KENSINGTON DRIVE &  
239 PATTAGANSETT ROAD  
NOTTINGHAM HILLS SUBDIVISION  
PHASE 4  
PREPARED FOR  
NEW ENGLAND NATIONAL, LLC  
EAST LYME CONNECTICUT  
OCTOBER 20 2010

J. ROBERT PFANNER & ASSOCIATES, P.C.  
CIVIL ENGINEERS & LAND SURVEYORS  
37 GRAND STREET, HARTFORD, CONNECTICUT 06183  
TEL. 860-738-6218 FAX 860-738-0883



03072-NOT-PH-DWG

4/137



Refer to Sheet  
1 of 4 for  
1. North Arrow  
2. North Station

NO.	DATE	DESCRIPTION
1	10/14/10	REVISIONS AS PER TOWN BOARD
2	10/14/10	REVISIONS AS PER TOWN BOARD
3	10/14/10	REVISIONS AS PER TOWN BOARD

DATE: OCTOBER 20, 2010

DRAWN BY: RDP

THIS MAP IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

# EXHIBIT E

## Aerial survey of Connecticut 1934 photograph 00766

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### Item Description

**Title**

Aerial survey of Connecticut 1934 photograph 00766

**Subject - TGM**

Aerial photographs; Connecticut; East Lyme

**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&amp;w photograph; Connecticut State Library, State Archives, RG 089: 11a

**Relation**Research 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**

-72.2317

**Y Coord**

41.391

**Publisher**

Connecticut State Library

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tif

**File Name**

CT1934\_00766.jp2

## Aerial survey of Connecticut 1965 photograph 00576

...



### Item Description

#### Title

Aerial survey of Connecticut 1965 photograph 00576

#### Subject - TGM

Aerial photographs; Connecticut; East Lyme

**Description**

Vertical aerial view of Connecticut. Flight lines were flown on an east-west axis. Flight line: 16

**Coverage - Spatial**

1:18000

**Creator**

Keystone Aerial Surveys, Inc

**Date - Created**

1965 Mar.

**Date - Digital**

2004

**Collection**

Aerial photographs

**Type**

Image

**Format**

.jp2

**Language**

eng

**Source - Original**

Photograph, negative, b&w, 9 x 9 in.

**Source - Location**

Connecticut State Library, State Archives, RG 079: 4

**Relation**

Research 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**

-72.2286

**Y Coord**

41.3824

**Publisher**

Connecticut State Library

**Rights**

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**Master File Format**

tif

**File Name**

CTDEP65\_16\_576.jp2

# EXHIBIT F

OPEN SPACE CALCULATIONS  
NOTTINGHAM HILLS SUBDIVISION

Phase I

<u>Lot #</u>	<u>Acreage</u>
1	1.71
2	.92
3	1.25
4	1.39
5	1.23
6	1.21

Phase II

6	1.34
8	2.21
9	3.09
10	1.95
11	1.71
30	1.29
31	1.34
48	2.96
49	2.11
197 Upper Patt	2.68

Phase III

12	1.06
13	1.34
14	1.17
15	1.27
16	1.35
17	1.0
18	.93
19 (rear)	2.45
20	Phase IV
21 (rear)	3.12
22	1.30
24	1.73
25	1.78
26	2.58
27	2.91

**28**                      **4.36**

**Phase IV**

**20**                      **33.0**

**29**                      **3.05**

**32**                      **15.03**

**Open Space**

**Aunt Ruth Turnpike**    **23.2** **Transfer to Town of East Lyme**

**Phase II**                      **4.24 (Conservation Easement)**

**Phase III**                      **N/A**

**Phase IV**                      **10.63 (Conservation Easement)**

**2.96 (Conservation Easement)**

**EL Land Trust**              **37.99** **Transfer to East Lyme Land Trust (12/30/2020)**

**1.53** **Transfer to East Lyme Land Trust (10/28/2022)**

**Total Area**                      **107.82 Acres**

**Total Open Space**              **80.65 Acres**



# EXHIBIT G



App No. _____
Check No. _____
Receipt No. _____
<b>REVIEW FEE: see application</b> Make check to LLHD or pay online at <a href="http://www.LLHD.org">www.LLHD.org</a> rev 4/30/17

Promoting  
healthy  
communities

### Application for Septic Plan Review

**Notes:**

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

Date: 2/24/2025 Property Address: 237 Upper Pattagansett Road Town: East Lyme

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

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

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

Property Water Supply:  Well (s)  Public Water  Both

Type of Review Requested:

- Septic Design Plan - Single Lot (Fee: \$155 – includes 1 revision)
- Revision of Septic Design Plan (beyond one revision) (Fee: Half of Plan Review Fee)
- Subdivision Feasibility / commission review. Number of lots: 6 (Fee: \$150 per lot)
- State DPH review (e.g., septic systems >2000 gpd; request for State exception) (Fee: \$100)

Additional Information:

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Signed: Kristen Clarke

Assigned to: \_\_\_\_\_ Title: \_\_\_\_\_

Date Received: \_\_\_\_\_

# EXHIBIT H

## DECLARATION OF COMMON EASEMENT AND MAINTENANCE

This Declaration executed this \_\_\_ day of February , 2025 by 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 32, 32-1, 32-2, 32-3, 32-4 and 32-5 on a map or plan entitled " NOTTINGHAM HILLS SUBDIVISION Lot Line Revision of Existing Lot 32 & 5 Lot Re-Subdivision of Lot 32 Prepared for Kristen Clarke P.E. by GESICK & ASSOCIATES P.C., 19 CEDAR ISLAND AVE., CLINTON, CONNECTICUT 06413 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 a 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 ENGLISH HARBOUR CAPITAL PARTNERS LLC OFF UPPER PATTAGANSETT ROAD Scale: 1"= 40' File Number \_\_\_\_\_ Date: \_\_\_\_\_ prepared by Gesick & Associates P.C., 19 Cedar Island Ave, Clinton, Connecticut 06413". 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 February, 2025.

WITNESSED BY:

ENGLISH HARBOUR CAPITAL PARTNERS LLC

\_\_\_\_\_

By: \_\_\_\_\_

Kristen Clarke, its Manager  
DULY AUTHORIZED

\_\_\_\_\_

STATE OF NEW HAMPSHIRE

)

) ss: \_\_\_\_\_

COUNTY OF MERRIMACK

)

On this \_\_\_ day of February 2025, personally appeared, Kristen Clarke, Manager of English Harbour Capital Partners LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

# EXHIBIT I



## SCHEDULE "A"

That certain piece or parcel of land located on the northeasterly side of Upper Pattagansett Road and more particularly bounded and described as follows:

Beginning at the southwesterly corner of the within described tract in the northeasterly line of Upper Pattagansett Road; thence running north 45' 14" 24° east a distance of 183.90 feet to a point; thence running north 46' 22" 12° west a distance of 161.38 feet to a point; thence turning and running north 29' 17" 53° east a distance of 43.18 feet to a point; thence turning and running north 56' 49" 20° west a distance of 144.16 feet to a point; thence continuing and running north 56' 43" 03° west a distance of 146.30 feet to a point; thence turning and running north 33' 42" 20° east a distance of 244.63 feet to a point; thence running north 33' 17" 50° east a distance of 79.05 feet to a point; thence turning and running north 33' 17" 50° east a distance of 31.62 feet to a point; thence turning and running south 38' 16" 32° east a distance of 196.93 feet to a point; thence running south 31' 09' 32° east a distance of 185.34 feet to a point; thence turning and running south 44' 08' 02° west a distance of 214.88 feet to a point; thence running south 29' 17" 53° west a distance of 24.20 feet to a point; thence turning and running south 46' 22" 12° east a distance of 154.78 feet to a point; thence continuing and running south 36' 16" 40° east a distance of 25.46 feet; thence turning and running south 45' 14" 24° west a distance of 199.40 feet to a point in the northeasterly line of Upper Pattagansett Road; thence turning and running north 58' 20" 55° west a distance of 25.72 feet to the point and place of beginning.

Reserving to New England National LLC, its successors and assigns, the right to slope over that portion of the within described tract shown on said plan as "Grading Rights Reserved in For Future Town Road".

Together with an easement to pass and repass over the area shown on said plan as "Easement in Favor of 239 Upper Pattagansett Road" said easement to be an appurtenant easement which shall run with the land and bind the Grantor herein, its successors and assigns. Said easement shall be subject to the obligation of the owner of 239 Upper Pattagansett Road, its successors and assigns to improve and/or maintain the existing driveway located within the easement area for service to 239 Upper Pattagansett Road. Provided, however, that in the event a portion of said easement area shall be accepted as a public road by the Town of East Lyme, and provided further that the parties to this transaction have complied with the addendum to contract between them dated March 16, 2007, then said easement shall terminate as to that portion of the easement area dedicated as a public road upon acceptance by the Town of East Lyme.

Said premises are shown as "New Area 239 Upper Pattagansett Road" on a map entitled "Lot Line Revision Map Lot 20 Upper Kensington Drive & 239 Upper Pattagansett Road Prepared for New England National LLC Scale 1 inch = 80 ft. Date: April 28, 2006 Rev. 5/22/06" which map is on file in the Office of the East Lyme Town Clerk in Map Drawer 6 Map No. 323.

Recorded Mar 20 2007  
 11:25 <sup>AM</sup> Esther S. Williams  
 East Lyme Town Clerk

# EXHIBIT J

Constituent Affairs/Land Management Division  
Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

VOLUME \_\_\_\_\_

PAGE \_\_\_\_\_

## CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

EAST LYME LAND TRUST, INC. PATTAGANSETT RIVER WATERSHED OSWA 578

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

WHEREAS, The EAST LYME LAND TRUST, INC. holds title to 37.99± acres of real property located in the territorial limit of the Town of East Lyme, formerly of English Harbour Asset Management LLC of Cheyenne, Wyoming,

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. and

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 Sponsor

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 Town of East Lyme, County of New London and 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.

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

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.

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  
P.O. Box 831  
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.**

Ronald Lulich 12-30-2020  
Ronald Lulich Date  
President  
Duly Authorized

WITNESSES Signature  
Name in print  
Name Nicolett Waring  
Name Nicolett Waring

STATE OF CONNECTICUT )  
COUNTY OF NEW LONDON ) SS. TOWN OF EAST LYME

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2020 by Ronald Lulich, President of the East Lyme Land Trust, Inc, a State of Connecticut corporation, on behalf of the corporation.

Nicolett Waring  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires 1/31/2025



**STATE OF CONNECTICUT**

The foregoing Conservation Easement is accepted this 21<sup>st</sup> day of January, 2021, by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, Pursuant to Connecticut General Statutes Section 7-131d(e).

Katherine S. Dykes 1-21-21  
Katherine S. Dykes Date  
Commissioner  
Department of Energy and Environmental Protection

WITNESSES Signature  
Name in print  
Name Katherine S. Dykes  
Name CARMEN COLAN

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

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2021, by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, State of Connecticut for the State of Connecticut.

Nicolett Waring  
Commissioner of the Superior Court  
Notary Public Nicolett Waring  
My Commission Expires \_\_\_\_\_



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

-APPROVED  
William Tong  
Attorney General  
Jeffrey B. Zeman 1/29/21  
By: Jeffrey B. Zeman Date  
Assistant Attorney General

### SCHEDULE A

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

A certain piece or parcel on the westerly side of Upper Kensington Drive in the Town of East Lyme, County of New London and State of Connecticut, shown as "Land Conveyed To East Lyme Land Trust, Inc." Area = 1,654,931.67 Sq. Ft. +/- or 37.99 Acres +/-" on a map or plan entitled "Property Survey of Land Conveyed To East Lyme Land Trust, Inc. Upper Pattagansett Road & Upper Kensington Drive East Lyme, Connecticut Prepared for East Lyme Land Trust, Inc. Date June 16, 2020 Scale 1"=100' Sheet 1 of 1" prepared by Donald L. Gesick, Gesick & Associates, P.C. Surveyors Mappers Planners 19 Cedar Island Ave. Clinton, Connecticut 06413. Said map is or shall be recorded in the Land Records at the Office of the Town Clerk in the Town of East Lyme. Said piece or parcel being more particularly described as follows.

Beginning at a 5/8" Rebar in a stone wall, being the northwest corner of the herein described parcel, in the easterly line of 259 Upper Pattagansett Road;

Thence along said stone wall and said 259 Upper Pattagansett Road the following six (6) courses and distances:

N 33°29'08" E a distance of 88.50' to a Drill Hole;  
N 35°15'27" E a distance of 67.80' to a point;  
N 33°08'27" E a distance of 253.23' to a point;  
N 32°59'26" E a distance of 136.91' to a Drill Hole;  
N 34°23'50" E a distance of 423.36' to a point;  
N 32°53'10" E a distance of 209.68' to a 1/2" Rebar at a corner of stone walls, being the northern most point of the herein described parcel, in the southerly line of 16 Mostowy Road;

Thence along said stone wall and said southerly line of 16 Mostowy Road the following thirteen (13) courses and distances:

S 46°30'40" E a distance of 123.50' to a point;  
S 46°01'40" E a distance of 217.22' to a 5/8" Rebar;  
S 89°12'43" E a distance of 42.36' to a point;  
S 73°13'34" E a distance of 29.82' to a point;  
S 80°28'20" E a distance of 165.43' to a point in a stone wall corner;  
S 82°18'10" E a distance of 181.05' to a point;  
S 78°19'54" E a distance of 143.05' to a 7/8" Rebar in a stone wall corner;  
S 79°11'56" E a distance of 96.36' to a point;  
S 79°03'42" E a distance of 238.85' to a point;  
S 81°01'16" E a distance of 43.88' to a point;  
S 76°38'32" E a distance of 28.93' to a point in a stone wall corner;  
S 77°50'59" E a distance of 93.03' to a 7/8" Rebar being the northeast corner of the herein described parcel;  
S 05°48'29" E a distance of 86.20' to a Mag Nail, being the northwest corner of 26 Upper Kensington Drive;

Thence along said 26 Upper Kensington Drive the following three courses and distances:

N 77°50'57" W a distance of 270.00' to a 7/8" Rebar;  
S 37°21'33" W a distance of 95.97' to a 7/8" Rebar;  
S 15°58'11" W a distance of 115.71' to a 7/8" Rebar, being the northwest corner of 22 Upper Kensington Drive;

Thence along said 22 Upper Kensington Drive the following two (2) courses and distances:

S 15°58'11" W a distance of 268.48' to a 7/8" Rebar;

S 65°34'47" E a distance of 278.74' to a point, being the northwest corner of 16 Upper Kensington Drive;  
Thence S 32°45'22" W along said 16 Upper Kensington Drive, a distance of 150.01' to a 1/2" Rebar, being the northwest corner of 14 Upper Kensington Drive;

Thence along said 14 Upper Kensington Drive the following three (3) courses and distances:

S 32°45'22" W a distance of 153.00' to a 1/2" Rebar;  
S 59°28'17" E a distance of 175.70' to a 5/8" Rebar;  
S 59°28'17" E a distance of 200.00' to a 7/8" Rebar in the westerly line of Upper Kensington Drive;

Thence S 30°31'43" W along said westerly line of Upper Kensington Drive, a distance of 25.00' to a 1/2" Rebar, being the northeast corner of 12 Upper Kensington Drive, and the southeast corner of the parcel herein described;

Thence along said 12 upper Kensington Drive the following two (2) courses and distances:

N 59°28'17" W a distance of 200.00' to a 5/8" Rebar;  
N 59°28'17" W a distance of 176.67' to a 1/2" Rebar, being the northeast corner of 235B Upper Pattagansett Road;

Thence along said 235B Upper Pattagansett Road the following five (5) courses and distances:

N 67°46'12" W a distance of 132.03' to a 7/8" Rebar;  
S 38°41'26" W a distance of 100.72' to a 7/8" Rebar;  
S 38°41'26" W a distance of 30.60' to a point;  
S 69°12'02" W a distance of 292.52' to a 5/8" Rebar;  
S 69°12'02" W a distance of 75.00' to a 7/8" Rebar, being the northeast corner of 237 Upper Pattagansett Road;

Thence along said 237 Upper Pattagansett Road the following five (5) courses and distances:

N 67°54'27" W a distance of 170.00' to a 5/8" Rebar;  
N 67°54'27" W a distance of 168.46' to a 7/8" Rebar;  
S 82°32'08" W a distance of 146.00' to a 5/8" Rebar;  
S 82°32'08" W a distance of 268.25' to a 7/8" Rebar;  
S 76°13'39" W a distance of 153.44' to a 5/8" Rebar, being the southeast corner of 239R Upper Pattagansett Road;

Thence along said 239R Upper Pattagansett Road the following three (3) courses and distances:

N 02°43'37" E a distance of 195.00' to a 5/8" Rebar;  
N 02°43'37" E a distance of 122.92' to a 5/8" Rebar;  
N 55°29'25" W a distance of 237.97' to a 5/8" Rebar being the point of and place of beginning.

Said parcel containing 37.99+/- acres.

RECEIVED FOR RECORD  
Feb 22, 2021 01:15:09P  
Karen Miller Galbo  
TOWN CLERK  
EAST LYME, CT