



MICHAEL S. BONNANO
JOHANNA McCORMICK
PAUL M. GERAGHTY*
MARK A. DUBOIS*
WILLIAM J. RIORDAN

*Also Admitted in New York
† Board Certified, Trial Advocate

March 25, 2025

Via email dcunningham@eltownhall.com
Daniel Cunningham, First Selectman
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Via email ggoeschel@eltownhall.com
Gary Goeschel, Director of Planning
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Re: Cedarbrook Lane Property

Gentlemen:

I write as a follow-up to my conversation with Mr. Goeschel on March 20, 2025, and my letter to each of you dated March 5, 2025, regarding my client Hathaway Farm LLC's property located on Cedar Brook Lane known as Assessors Map 36.0 Lot 31.

During the discussion on March 20, 2025, Mr. Goeschel asked for the legal authority my client is relying on to support its position that the subject property is a legal building lot unencumbered by any "Open Space" obligation. It has been claimed by Mr. Goeschel that a reference to this property on a map indicating "Open Space" was legally sufficient despite his acknowledgement that no formal dedication of the property, such as a conservation easement or other formal written notice, as open space has ever occurred. This claim is legally incorrect as Connecticut General Statute 47-5 requires that all conveyances of land be in writing to be effective.

In the final analysis the following are the relevant facts that address this matter.

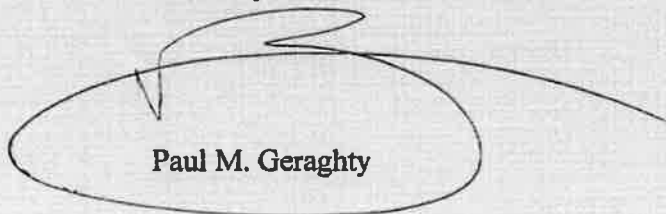
1. This was a phased subdivision. Phase 1 was approximately 120 acres in size. Phase 2 was approximately 200 acres in size as evidenced by the map recorded in the Town of East Lyme Land Records ("the Land Records") at Drawer 4 # 740. Exhibit 1. As the East Lyme Subdivision Regulations have always made clear dedication of Open Space is not required in its totality in a

38 GRANITE STREET, PO BOX 231, NEW LONDON, CT 06320

WWW.GERAGHTYBONNANO.COM TELEPHONE (860) 447-8077 / FAX (860) 447-9833

Given the factual and legal authority provided it is clear that all Open Space required to have been provided has been conveyed and there is no further obligation to the dedication of additional open space. Accordingly, I am requesting written confirmation from the Town that will retract the claims made to my client's contract purchaser that is delaying my client closing on the sale of the subject property and is further subjecting my clients to the potential for significant economic damages.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul M. Geraghty", is written over a large, hand-drawn oval. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

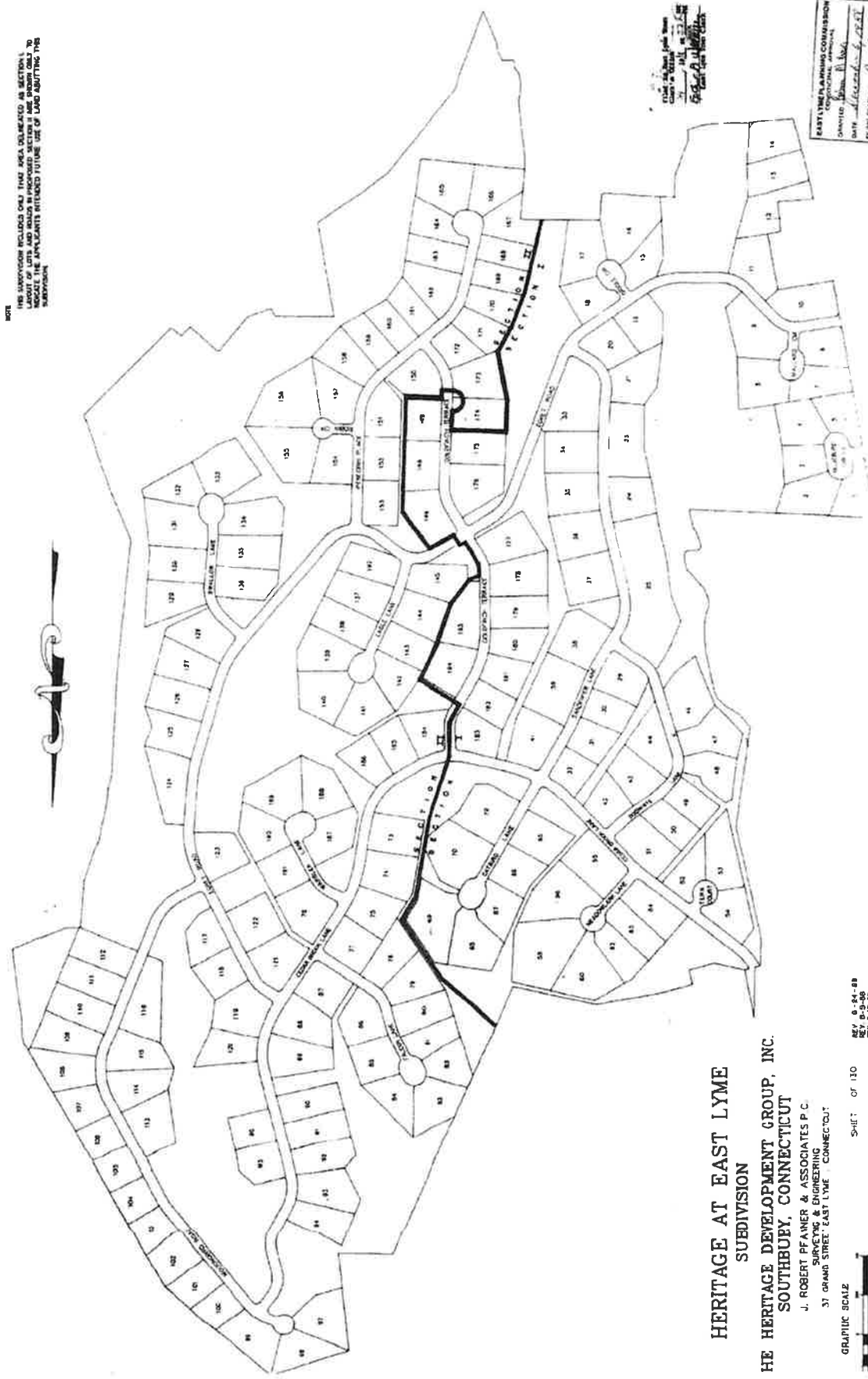
Enc.

Cc Stephen Harney w/o enc.
Shelly Harney w/o enc.

Kristen Clarke P.E. w/o enc.

Anthony Novak, Esq. w/o enc.

NOTE
THIS SUBDIVISION INCLUDES ONLY THAT AREA DELINEATED AS SECTION 1.
THE REMAINING PORTION OF THE TRACT IS RESERVED FOR FUTURE SUBDIVISION
AND THE APPLICANT INTENDS FUTURE USE OF LAND ABUTTING THE
SUBDIVISION



HERITAGE AT EAST LYME
SUBDIVISION
HE HERITAGE DEVELOPMENT GROUP, INC.
SOUTHBUOY, CONNECTICUT
J. ROBERT PEANER & ASSOCIATES P.C.
ENGINEERS AND SURVEYORS
37 GRAND STREET, EAST LYME, CONNECTICUT

GRAPHIC SCALE
0 10 20 30 40 50 60 70 80 90 100
FEET
1" = 100'
SHEET OF 110
RECORDING DATE: 11/10/99

Recorded Drawer 4 #740

EAST LYME PLANNING COMMISSION
SUBDIVISION REVIEW
DATE: 11/10/99
FILED: 11/10/99
REVISION: 11/10/99

THIS SUBDIVISION IS FOR THE
USE OF THE LAND ABUTTING THE
SUBDIVISION

33219

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

KNOW YE, that JOSEPH KAVANEWSKY of Deerfield Beach, Florida, for good and other valuable consideration, received to his full satisfaction of THE TOWN OF EAST LYME, does hereby give, grant, bargain, sell and confirm unto the said THE TOWN OF EAST LYME and unto its heirs and assigns forever:

SEE SCHEDULE "A" ATTACHED HERETO.

TO HAVE AND TO HOLD, the above granted and bargained premises, with the appurtenances thereof, unto it, the said grantee, and unto its heirs and assigns forever, to its and their own proper use and behoof.

AND ALSO, it, the said grantor, does for himself, his successors and assigns, covenant with the said grantee and with its heirs and assigns, that at and until the ensembling of these presents, he is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, the said grantor does by these presents bind himself and his successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to it, the said grantee and to its heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I have hereunto caused to be set my hand and seal this 14th day of December, 1993.

Signed, Sealed & Delivered
in the presence of:

Almeta Klett
Almeta Klett

Joseph Kavanowsky L.S.
JOSEPH KAVANEWSKY

Richard Randall
Richard Randall

NO CONVEYANCE TAXES COLLECTED
Esther B. Williams
TOWN CLERK OF EAST LYME

Vol 365 Pg 186A

Parcel 2

Beginning at monument to be set on the northerly line of Egret Road at the southeasterly corner of Lot 9, thence N 47° 08' 16" E a distance of 110.24' to iron pin to be set, thence N 13° 20' 04" W a distance of 249.55' to iron pin to be set at the corner of Lots 8 and 9, thence N 01° 54' 43" W a distance of 255.39' to iron pin to be set at the corner of Lot 8, thence S 80° 46' 49" W a distance of 170.00' to iron pin to be set at the corner of Lot 4, thence N 10° 40' 42" W a distance of 207.51' to iron pin to be set at the corner of Lots 3 and 4, thence N 03° 50' 10" W a distance of 185.91' to iron pin to be set at the corner of Lots 2 and 3, thence N 17° 18' 45" E a distance of 143.01' to iron pin recovered at land n/e of Mugge, thence S 87° 33' 16" E a distance of 176.01' to iron pin recovered at Land N/F of Thornton, thence S 87° 31' 24" E a distance of 250' more or less to the centerline of Latimer Brook, thence northwesterly along the centerline of Latimer Brook 1,200' more or less to land N/F of Puzas, thence northerly 30' more or less to iron pin recovered, thence S 89° 51' 18" E a distance of 30.26' to iron pin to be set at the corner of open space and Lot 47, thence S 44° 27' 23" E a distance of 191.87' to iron pin to be set at the corner of Lots 46 and 47, thence S 23° 26' 20" E a distance of 146.57' to a point, thence S 19° 41' 59" E a distance of 104.31' to iron pin to be set at the Southerly corner of Lot 46, thence N 51° 03' 14" E a distance of 128.02' to a point, thence N 34° 43' 10" E a distance of 95.09' to iron pin to be set at the southerly line of Bobwhite Lane, thence along the southerly line of Bobwhite Lane S 17° 31' 56" E a distance of 60.89' to monument to be set thence along a curve having the radius of 175.00' a delta of 11° 21' 02" and a length of 34.67' to iron pin to be set at the corner of Lot 25, thence S 30° 12' 17" W a distance of 136.83' to a point, thence S 22° 39' 40" W a distance of 123.92' to a point, thence S 20° 11' 18" E a distance of 132.47' to a point, thence S 07° 19' 53" E a distance of 175.03' to a point, thence S 12° 52' 32" E a distance of 180.00' to a point the last 5 courses being bounded by Lot 25, thence S 08' 34' 39" E a distance of 177.71' to a point, thence S 12° 45' 47" E a distance of 186.98' to a point, thence S 00° 24' 38" E a distance of 218.51' to iron pin to be set at the corner of Lots 21 and 23, thence S 35° 31' 16" W a distance of 103.59' to a point, thence S 05° 59' 56" W a distance of 217.25' to iron pin to be set at the corner of Lots 19 and 21, thence S 00° 44' 45" W a distance of 140.97' to a point thence S 36° 12' 34" E a distance of 126.00' to a monument to be set on the northerly street line of Egret Road at the southwest-erly corner of Lot 19, said last two courses being bounded by Lot 19, thence along northerly line of Egret Road along a curve having a radius of 275.00' a delta of 36° 12' 34" and a length of 173.79' to a monument to be set, thence N 90° 00' 00" W a distance of 182.02' to a monument to be set, thence along a curve having a radius of 150.00' a delta of 47° 08' 16" and a length of 123.41' to monument to be set at the point and place of beginning. Said parcel being 669,240± square feet. Said parcel being the tract of land north of Egret Road on a map entitled map showing property to be granted to the Town of East Lyme at the Heritage at East Lyme Subdivision, property of The Heritage Development Group, Inc., Southbury, CT. Scale 1" = 100' Sheet 49 of 130, November 17, 1988, rev. 11-29-88 by J. Robert Pfanner & Associates, P.C.

Rec'd for record

Dec 16, 1993

2:27 PM

East Lyme Town Clerk

STANDARD
MAP FEET
1" = 100'
1" = 100'
1" = 100'

Station	Distance	Area
1	0.00	0.00
2	0.01	0.01
3	0.02	0.02
4	0.03	0.03
5	0.04	0.04
6	0.05	0.05
7	0.06	0.06
8	0.07	0.07
9	0.08	0.08
10	0.09	0.09
11	0.10	0.10
12	0.11	0.11
13	0.12	0.12
14	0.13	0.13
15	0.14	0.14
16	0.15	0.15
17	0.16	0.16
18	0.17	0.17
19	0.18	0.18
20	0.19	0.19
21	0.20	0.20
22	0.21	0.21
23	0.22	0.22
24	0.23	0.23
25	0.24	0.24
26	0.25	0.25
27	0.26	0.26
28	0.27	0.27
29	0.28	0.28
30	0.29	0.29
31	0.30	0.30
32	0.31	0.31
33	0.32	0.32
34	0.33	0.33
35	0.34	0.34
36	0.35	0.35
37	0.36	0.36
38	0.37	0.37
39	0.38	0.38
40	0.39	0.39
41	0.40	0.40
42	0.41	0.41
43	0.42	0.42
44	0.43	0.43
45	0.44	0.44
46	0.45	0.45
47	0.46	0.46
48	0.47	0.47
49	0.48	0.48
50	0.49	0.49
51	0.50	0.50
52	0.51	0.51
53	0.52	0.52
54	0.53	0.53
55	0.54	0.54
56	0.55	0.55
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58	0.57	0.57
59	0.58	0.58
60	0.59	0.59
61	0.60	0.60
62	0.61	0.61
63	0.62	0.62
64	0.63	0.63
65	0.64	0.64
66	0.65	0.65
67	0.66	0.66
68	0.67	0.67
69	0.68	0.68
70	0.69	0.69
71	0.70	0.70
72	0.71	0.71
73	0.72	0.72
74	0.73	0.73
75	0.74	0.74
76	0.75	0.75
77	0.76	0.76
78	0.77	0.77
79	0.78	0.78
80	0.79	0.79
81	0.80	0.80
82	0.81	0.81
83	0.82	0.82
84	0.83	0.83
85	0.84	0.84
86	0.85	0.85
87	0.86	0.86
88	0.87	0.87
89	0.88	0.88
90	0.89	0.89
91	0.90	0.90
92	0.91	0.91
93	0.92	0.92
94	0.93	0.93
95	0.94	0.94
96	0.95	0.95
97	0.96	0.96
98	0.97	0.97
99	0.98	0.98
100	0.99	0.99
101	1.00	1.00

32099.58 SF
0.74 Ac.

669240 SF
15.36 Ac.

239850.51 SF
5.55 Ac.

MAP SHOWING PROPERTY
TO BE GRANTED TO THE
TOWN OF EAST LYME
AT THE
HERITAGE AT EAST LYME
SUBDIVISION
PROPERTY OF
THE HERITAGE DEVELOPMENT GROUP, INC.
SOUTHBRURY, CONNECTICUT



SCALE 1" = 100'
SHEET 48 OF 130
NOVEMBER 17, 1986

J. ROBERT PFANNER & ASSOCIATES P.C.
SURVEYING & ENGINEERING
37 GRAND STREET EAST LYME, CONNECTICUT

Recorded Drawer 4 # 764

KNOW ALL PERSONS BY THESE PRESENTS, that KSK Associates, LLC, a Connecticut limited liability corporation ("Grantors"), for the consideration of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of the Town of East Lyme, a municipal corporation, ("Grantee"), 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 an area of 229,556.31 S.F., 5.27 Ac." on a map entitled "BOUNDARY SURVEY & NATURAL & CULTURAL RESOURCES MAP HERITAGE AT EAST LYME RESUBDIVISION PHASE 2 GOLDFINCH TERRACE & EGRET ROAD EAST LYME, CT", prepared by James Bernardo Land Surveying, LLC, and dated October 2, 2009 revised on January 4, 2010, January 10, 2010, February 1, 2010 and October 22, 2010 to be filed in the East Lyme Land Records.

Within the said Conservation Area Easement, without prior express written consent from the Grantee or unless an alternative easement boundary is proposed and approved by the Planning Commission, or its successor in interest, as part of an application for a permit:

1. There shall be no construction or maintenance of buildings, camping accommodations, mobile homes, patios, decks, porches, or other structures except as specifically permitted below;
2. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock minerals or other materials, nor any change in the topography of the land in any manner, except as specifically permitted below;
3. There shall be no removal, destruction or 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 or change in the natural habitat in any manner, except as specifically permitted below;
4. There shall be no dumping of ashes, trash, garbage, or 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 or alteration of natural water courses, shores, marshes, or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;

CONVEYANCE TAXES COLLECTED

No

Leahy A. Blair
TOWN CLERK OF EAST LYME

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In the event that the Grantee becomes aware of an event or circumstance of noncompliance within the terms and conditions herein set forth, the Grantee shall give notice of such event or circumstance 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 reasonably required to abate such event or circumstance 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 this 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 recovered 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.

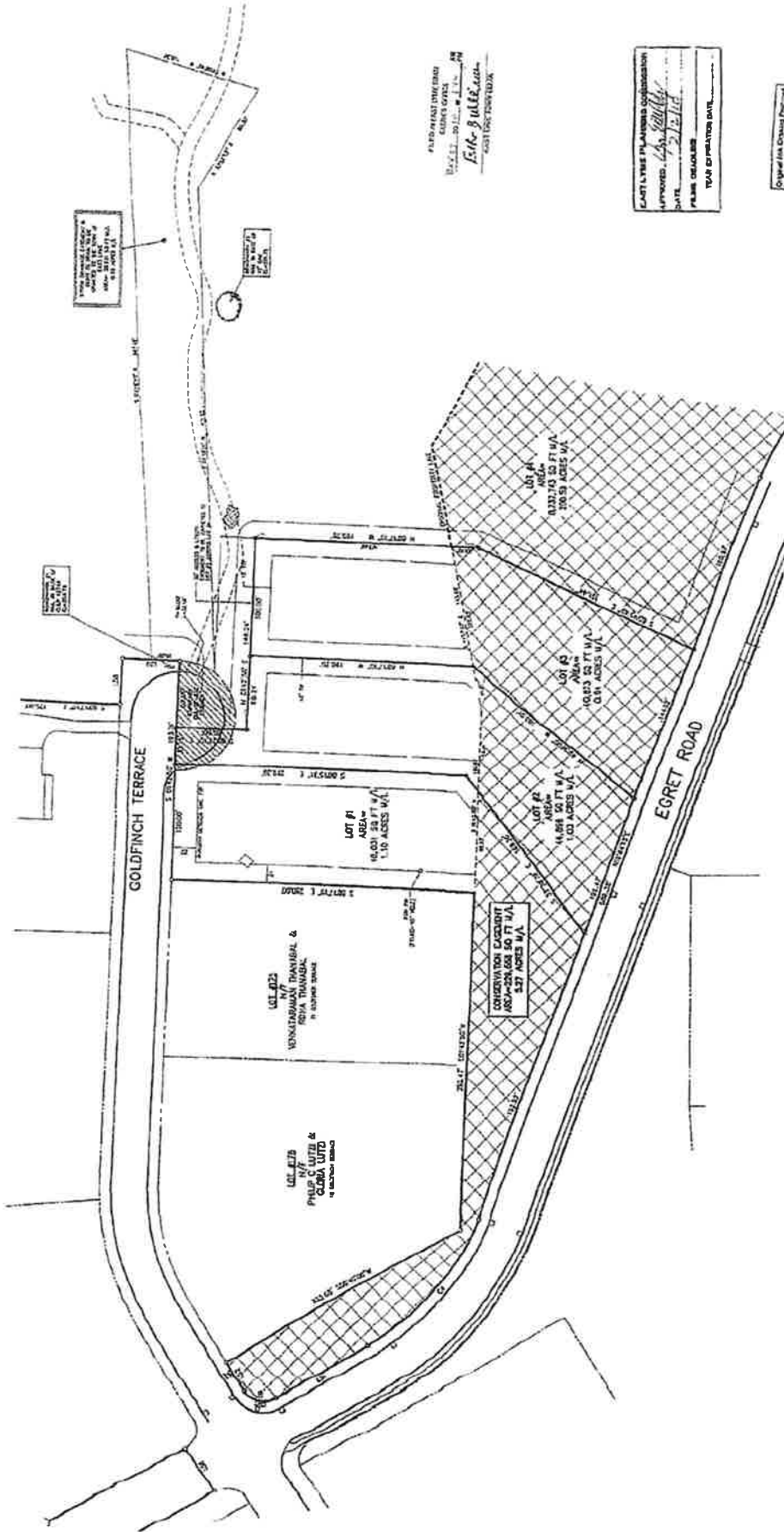
If a court of competent jurisdiction determines that an owner of the servient tenement has failed to comply with the terms and conditions of this Conservation Easement, the owner shall reimburse the Grantee for any reasonable cost of enforcement, including court costs and reasonable attorney's fees. If such court determines that such owner was in compliance with the terms and conditions of this Conservation Easement the Grantee shall reimburse such owner for court costs and reasonable attorney's fees, in addition to any other payments ordered by such court. The Grantors, for themselves, their heirs, successors and assigns, hereby waive any defense of laches with respect to any delay by the Grantee, its successors and assigns, in actions to enforce any restriction to exercise any rights under this grant.

This instrument shall be recorded on the land records to the Town of East Lyme and shall be governed by the laws of the State of Connecticut. In the event that any provision of clause of this instrument conflicts with any applicable law, such conflict shall not effect other provision of this instrument that can be given effect without the conflicting provision, and, to this end, the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of November, 2010.

Order 6 #594

1/10/10



FILED HEREIN WITH DEED
CLERK'S OFFICE
DATE: 10/2/2009
FILE: 3-12-10
FILED BY: J. B. BERNARDO
CLERK OF SUPERIOR COURT

APPROVED: J. B. BERNARDO
DATE: 10/2/2009
FILE: 3-12-10
FILED BY: J. B. BERNARDO
CLERK OF SUPERIOR COURT

Original and Certified Copies
for Recording with Deeds
and Mortgages
must be submitted to the
Clerk of Superior Court

RECORDED SUBDIVISION PLAN
HERITAGE AT EAST LYME
RESUBDIVISION PHASE 2
GOLDFINCH TERRACE & EGRET ROAD
EAST LYME, CONNECTICUT
APPLICANT/OWNER:
KSK ASSOCIATES, LLC

JAMES BERNARDO LAND SURVEYING, LLC
102A SPITHEAD ROAD
WATERFORD, CONNECTICUT 06385
(860) 447-0236

GRAPHIC SCALE
1" = 100'



REVISIONS

DATE

BY

REVISIONS

DATE

BY

REVISIONS

[illegible]

Wavelength, nm	Intensity, %	Wavelength, nm	Intensity, %
197.4	100	235.5	100
200.0	95	236.5	95
201.5	90	237.5	90
203.0	85	238.5	85
204.5	80	239.5	80
206.0	75	240.5	75
207.5	70	241.5	70
209.0	65	242.5	65
210.5	60	243.5	60
212.0	55	244.5	55
213.5	50	245.5	50
215.0	45	246.5	45
216.5	40	247.5	40
218.0	35	248.5	35
219.5	30	249.5	30
221.0	25	250.5	25
222.5	20	251.5	20
224.0	15	252.5	15
225.5	10	253.5	10
227.0	5	254.5	5
228.5	0	255.5	0

FAST TRACK PLANNING COMMISSION
CITY OF LOS ANGELES
APPROVAL
APPROVED: Boyer 8/1/98
DATE: 8/1/98
BY: Boyer
FOR: PLANNING
DATE: 8/1/98

OPEN SPACE
HERITAGE AT EAST LYME
SUBDIVISION SECTION I
PROPERTY OF
THE HERITAGE DEVELOPMENT GROUP,
SOUTHURY, CONNECTICUT

SCALE 1" = 100'

SHEET 49B OF 130
NOVEMBER 28, 1988

J. ROBERT PFANNER & ASSOCIATES P.C.
SURVEYING & ENGINEERING
37 GRAND STREET EAST LYME, CONNECTICUT

the authors conclude that the use of a structured interview in the field is a viable method for gathering data on the use of a new technology. The authors also note that the use of a structured interview in the field is a viable method for gathering data on the use of a new technology.

N/F
PAUL C. & LOUISE J.
PETERSON

ABLE TO LAND ON PEDESTAL

 $\frac{1}{2}$

W/F
LEON C. LEON