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Received

MEMORANDUM

JUN 11 2025

Town of East Lyme
Land Use

To: Town of East Lyme Planning Commission
From: Hathaway Farm LLC
Subject: Open Space Claim Dispute regarding Property Located of Catbird Lane and Cedar Brook Lane
Town of East Lyme Assessors Map 36.0 Lot 31
Date: June 10, 2025

Attached please find documents that support our legal positions and the factual background That rebut the claims by Town Staff regarding the above referenced property. The Town Staff claims also similarly affect and economically damage the abutting property acquired by the East Lyme Land Trust, Inc. in December of 2024;

1) This matter appeared on your agenda back in December of 2024 captioned "Conveyance of Open Space" which occurred shortly after KSK Associates had conveyed the property to the East Lyme Land Trust and Hathaway Farm LLC. None of the affected parties, KSK Associates LLC, Hathaway Farm LLC and nor the East Lyme Land Trust, were provided legal notice that action was being considered by this commission regarding the subject property in which my client Hathaway Farm LLC held legal title. Due process and fundamental fairness, which did not occur, required formal, direct notice to my client and the East Lyme Land Trust, Inc. given that their property rights could be affected by the agenda item.

2) On January 13, 2025, upon discovering this agenda item on this commissions December 9, 2024 and January 14, 2025 agendas I provided a detailed notice to this commission that my clients property was not subject to any open space conveyance obligation. Exhibit 1

3) My client received a Warranty Deed to the property they now own and had a title search performed prior to its acquisition. This title search confirmed the subject property was being conveyed free and clear of any and all encumbrances, easements or other restrictions.

4) Subsequent to the January 14, 2025 meeting of this commission on two occasions, March 5, 2025 and March 25, 2025 I requested a meeting with the First Selectman and Mr. Goeschel to discuss this matter. I included in these written requests numerous other documents to support my clients unrestricted rights to their property. Both requests to schedule and hold a meeting with the First Selectman were ignored. I have included those correspondences and their exhibits as Exhibits 2 & 3.

5) An analysis of the Heritage at East Lyme Subdivision ("the subdivision") filings in the Land Records of the Town of East Lyme reflects the following;

A) The Subdivision was proposed to be built in two phases. Exhibit 4. Phase 1 totaled 130 ± acres. Phase 2 totaled 200+ acres.

B) The Open Space requirement of the East Lyme Subdivision Regulations at the time of the subdivisions approval in 1988 was 10%. The entirety of such dedication was allowed, by regulations in existence at that time, to be deferred. Never the less some five years later the successor developer of the subdivision Joseph Kavanewsky conveyed to the Town of East Lyme two parcels of land totaling 20.71 acres. Exhibit 5

C) On or about October 15, 2010 Phase 2 of the subdivision, that had been reduced from 200+ acres to 3 ±, was approved by this commission. As part of the revised Phase 2 plan the Town received a Conservation Easement from the then successor developer KSK Associates LLC totaling 5.27 acres. Exhibit 6.

D) On June 6, 2017 the Town of East Lyme obtained a Conservation Easement on 166.2 ± acres of what was originally to be a portion of Phase 2 of the subdivision from the New England Forestry Foundation. The Conservation Easement acceptance was executed on behalf of the Town by Mark Nickerson, First Selectman. Exhibit 7.

E) On August 27, 2019 New England Forestry Foundation Granted a Conservation Easement to the Connecticut Department of Energy and Environmental Protection ("DEEP") on 33 ± acres that was also originally expected to be part of Phase 2 of the subdivision. Exhibit 8.

As a result of these Open Space Conveyances a total of 192.18 ± acres was obtained by the Town of East Lyme and another 33± acres obtained by DEEP for a total of 225.1 ± acres out of the original 332± acres that have been permanently preserved. Accordingly 67.7 % of the subdivision property has already been conveyed into open space when only 10% was required.

6) The claim that my client's property is subject to an Open Space dedication is further rebutted by the following facts;

A) There is no filing on the Land Records that requires or reflects any Open Space dedication obligation.

B) The property owned by my client had been conveyed to KSK Associates LLC by Northern Business Capital on August 18, 2008, Exhibit 9, and no Open Space dedication obligations are required by the Warranty Deed provided to KSK Associates LLC.

C) The Map upon which the Town Staff is relying, Exhibit 10, does not identify my client's property as being subject to any Open Space dedication requirement. Additionally, none of the numerous other properties identified on the Map was ever conveyed into Open Space nor were they required to be. Moreover, as evidenced by the other dedications referenced herein, no formal dedication has ever been recorded on the Land Records as is required by Connecticut General Statute 47-5 which requires all conveyances of land to be in writing to be effective. Most telling is the fact that none of the properties identified on the identically labeled maps were ever conveyed as Open Space

D) This Commission has allowed the subdivision of other property identified on identically titled maps, Exhibit 11, including one of the parcels acquired by KSK Associates LLC in 2008

EXHIBIT 1



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

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

January 13, 2025

Hand Delivered
Richard Gordon, Chair
Town of East Lyme Planning Commission
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: Assessors Map 36.0 Lot 31
Catbird Lane

Dear Chairman Gordon and Mr. Goeschel,

Please accept this correspondence on behalf of my client Hathaway Farm LLC who is the owner of the above referenced property formerly owned by KSK Associates LLC.

My client has recently become aware of a December 9, 2024 East Lyme Planning Commission Agenda item identified as "New Business" regarding my clients above referenced property that refers to a purported "Conveyance of Open Space". The claim appears to be that my clients property is somehow obligated to be conveyed as Open Space. This claim is untrue as this property was never formally dedicated as open space as would be required by law due to the fact that other properties formally dedicated resulted in the required open space requirements being met. In fact, nearly 70% of the land in the Heritage Subdivision, 230+ of the 330 acres, has been dedicated as open space.

As stated above and in contradiction of the apparent open space dedication claim I would note that no formal dedication of this property has ever been made, as is required as a matter of law, to be enforceable, a fact that is well known to the Town of East Lyme resulting from similar claims that resulted in litigation against the town. See *Fortunata Maluccio v. Town of East Lyme*

Zoning Board of Appeals (AC 38680) July 18, 2017 attached as Exhibit A and the Connecticut General Statutes 47-33f (no claims having been filed).

In further support that the open space dedication claim is incorrect I enclose the following.

1. Memorandum of Opinion from Mark Block, Esq. to Gary Goeschel Dated February 1, 2010, RE: Open Space Dedication-Heritage at East Lyme Re-Subdivision. See Exhibit B.

As set forth in the memorandum the Open Space required by the East Lyme subdivision regulations at the time equaled 10% of the property which totaled 330 acres of which required 33 acres of Open Space was required. As of the date of the memorandum 39.45 acres had been either identified or dedicated as potential open space, an amount that exceeds the subdivision regulations requirements for a conventional subdivision.

2. As part of a 2010 re-subdivision of one of the remaining existing lots in the Heritage at East Lyme Subdivision a 5.27-acre parcel was dedicated as Open Space to the Town of East Lyme. See; Conservation Easement recorded in Vol. 896 Page 169 of the East Lyme Land Records, Exhibit C, and Map of the Conservation Easement Area recorded at Drawer 6 # 594 of the East Lyme land Records, Exhibit D.

3. As evidenced by the Map recorded on October 4, 2016, in Drawer 6 # 796 of the Town of East Lyme Land Records, Exhibit E, in conjunction with the conveyance to New England Forestry Foundation an additional 166.2 acres of the original 330 acre parcel were dedicated as Open Space in Conservation Easements in favor of the State of Connecticut Department of Energy and Environmental Protection. This conservation easement was recorded in Vol. 982 Page 397 of the Town of East Lyme Land Records, Exhibit F. The so called "Catbird Lane" property totaling 4.1 acres is identified on the recorded map as "REMAING LAND OF KSK ASSOCIATES LLC" and was not included in the land subject to the DEEP Conservation Easement. Also of important note is the fact that because the land conveyed to New England Forestry Foundation was for Open Space it was not required, as a matter of Connecticut law, to obtain subdivision approval as such requirements are exempt from the Town of East Lyme Subdivision Regulations pursuant to Conn. General Statute 8-18, Exhibit G.

4. In addition, as is evidenced by the Deed recorded on August 27, 2019, in Vol. 1019 Page 759 of the East Lyme Land Records, Exhibit H, an additional 33 acres was conveyed to the New England Forestry Foundation for Open Space purposes as evidenced by the Conservation and Public Recreation Easement and Agreement recorded at Vol 1014 Page 760 of the East Lyme Land Records. As evidenced by the map recorded in Drawer 8 # 100 of the East Lyme Land Records in conjunction with this open space conveyance, Exhibit I, no portion of the so called "Catbird Lane" property was conveyed as part of this transaction either. As was the case in the initial conveyance the transfer of this open space property was exempt from East Lyme Subdivision Regulations.

In the final analysis the following is true;

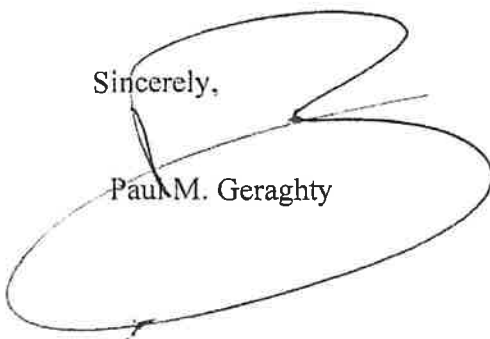
1. The so called "Catbird Lane" was never formally dedicated as Open Space as would be required by Connecticut Law for the current claim to be of any force or effect.
2. More than ample land within the subdivision, in excess of 230 of the 330 acres, has been dedicated as open space.

Accordingly given the plethora of contradicting evidence provided I would request the egregiously incorrect claims regarding my clients property be abandoned and or dismissed by this commission.

I am happy to meet with either or both of you and/or the entire Planning Commission to address this matter in further detail.

Sincerely,

Paul M. Geraghty



Cc Shelly Harney
Kristen T. Clarke P.E.

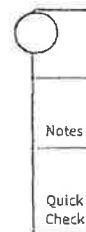
EXHIBIT A

Maluccio v. East Lyme Zoning Board of Appeals

Appellate Court of Connecticut. • July 18, 2017 • 174 Conn.App. 750 • 166 A.3d 69 (Approx. 9 pages)



Original Image of 166 A 3d 69 (PDF)

174 Conn.App. 750
Appellate Court of Connecticut.**Fortunata MALUCCIO**
v.
EAST LYME ZONING BOARD OF APPEALS(AC 38680)
Argued February 7, 2017
Officially released July 18, 2017**Synopsis**

Background: Landowner sought review of decision of town zoning board of appeals denying a building permit to construct a home on a lot that was designated as “recreation area” on the original subdivision plan. The Superior Court, Judicial District of New London, Robert C. Leuba, J., sustained the appeal, 2015 WL 2473175. Board, on the granting of certification, appealed.

Holding: The Appellate Court, Pellegrino, J., held that lot's “recreation area” designation on original subdivision plan was unenforceable by zoning officer.

Affirmed.

Procedural Posture(s): On Appeal.

West Headnotes (12)**1 Zoning and Planning**

A zoning board of appeals is endowed with liberal discretion.

414

Zoning and Planning

414V/I

Administration in
General

414k1325

Boards and Officers
in General

414k1333

Power and Authority

414k1333(2)

Discretion in general

2 Zoning and Planning

Actions of a zoning board of appeals are subject to review by the courts only to determine whether the actions were unreasonable, arbitrary, or illegal.

414

Zoning and Planning

414X

Judicial Review or
Relief

3 Cases that cite this headnote

414X(C)

Scope of Review

414X(C)1

In General



		414k1627	Arbitrary, Capricious, or Unreasonable Action
		414k1631	Decisions of boards or officers in general
		414	Zoning and Planning
		414X	Judicial Review or Relief
		414X(C)	Scope of Review
		414X(C)1	In General
		414k1635	Illegality
3	Zoning and Planning		
	The burden of proof to demonstrate that the zoning board of appeals acted improperly is upon the party seeking to overturn the board's decision.	414	Zoning and Planning
		414X	Judicial Review or Relief
		414X(C)	Scope of Review
		414X(C)3	Presumptions and Burdens
		414k1684	Burden of Showing Grounds for Review
		414k1685	In general
4	Zoning and Planning		
	Upon appeal from zoning board of appeals, the court's function is to determine on the basis of the record whether substantial evidence has been presented to the board to support its findings.	414	Zoning and Planning
		414X	Judicial Review or Relief
		414X(C)	Scope of Review
		414X(C)4	Questions of Fact
		414k1698	Substantial evidence in general
5	Zoning and Planning		
	Upon an appeal from the judgment of the trial court in a zoning matter, the Appellate Court reviews the record to see if there is factual support for the zoning board of appeals' decision, not for the contentions of the applicant, to determine whether the judgment was clearly erroneous or contrary to law.	414	Zoning and Planning
		414X	Judicial Review or Relief
		414X(E)	Further Review
		414k1744	Scope and Extent of Review
		414k1747	Questions or errors of law
		414	Zoning and Planning
		414X	Judicial Review or Relief
		414X(E)	Further Review
		414k1744	Scope and Extent of Review
		414k1754	Questions of fact; findings
6	Zoning and Planning		
		414	Zoning and Planning

	When a zoning agency has stated its reasons for its actions, a court should not reach beyond those stated purposes to search the record for other reasons supporting the zoning agency's decision.	414X	Judicial Review or Relief
		414X(C)	Scope of Review
		414X(C)1	In General
	3 Cases that cite this headnote	414k1624	Decisions of boards or officers in general
7	Zoning and Planning		
	When a zoning agency has stated its reasons for its actions, a court should determine only whether the assigned grounds are reasonably supported by the record and whether they are pertinent to the considerations which the authority was required to apply under the zoning regulations.	414	Zoning and Planning
		414X	Judicial Review or Relief
		414X(C)	Scope of Review
		414X(C)1	In General
	3 Cases that cite this headnote	414k1624	Decisions of boards or officers in general
8	Zoning and Planning		
	A zoning enforcement officer acting on an application for a zoning permit has a purely ministerial function.	414	Zoning and Planning
		414VIII	Permits, Certificates, and Approvals
		414VIII(A)	In General
		414k1350	Right to Permission, and Discretion
	4 Cases that cite this headnote	414k1351	In general
9	Zoning and Planning		
	If the application for a zoning permit conforms to the requirements of the regulations, a zoning enforcement officer acting on the application has no discretion but to issue a permit.	414	Zoning and Planning
		414VIII	Permits, Certificates, and Approvals
		414VIII(A)	In General
		414k1350	Right to Permission, and Discretion
	3 Cases that cite this headnote	414k1351	In general
10	Zoning and Planning		
	Designation of lot as "recreation area" on original subdivision map created, if anything, a private right or restriction unenforceable by town zoning enforcement officer, where zoning regulations did not require an open space parcel and, even if regulations required an open space parcel, the designation of "recreation area" did not fall within the explicit confines of regulation.	414	Zoning and Planning
		414V	Construction, Operation, and Effect
		414V(C)	Uses and Use Districts
		414V(C)1	In General
		414k1262	Maps, plats, and plans; subdivision regulations
11	Zoning and Planning		
	A zoning board of appeals can exercise only such powers as are expressly granted to it by statute.	414	Zoning and Planning
		414VII	Administration in General
		414k1325	Boards and Officers in General
		414k1333	Power and Authority
		414k1333(1)	In general

12 Covenants

Zoning and Planning

Restrictive covenants in a deed as to use of property are distinct and separate from the provisions of a zoning law and have no influence or part in the administration of a zoning law.

108

Covenants

108II

Construction and Operation

108II(C)

Covenants as to Use of Real Property

108k49

Nature and operation in general

414

Zoning and Planning

414I

In General

414k1016

Factors considered

Attorneys and Law Firms

**70 Mark S. Zamarka, with whom, on the brief, was Edward B. O'Connell, for the appellant (defendant).

Eugene C. Cushman, for the appellee (plaintiff).

Sheldon, Mullins and Pellegrino, Js.

Opinion

**71 PELLEGRINO, J.

*752 This appeal is brought by the defendant, the East Lyme Zoning Board of Appeals (board), from a decision of the trial court sustaining an appeal from the board's decision denying a building permit for a parcel of land owned by the plaintiff, Fortunata Maluccio, that was designated as a "recreation area" on an original subdivision plan. The defendant claims that the trial court improperly found that the designation of the parcel as a "recreation area" did not preclude the development of that parcel for residential use. We affirm the judgment of the trial court.

The following facts and procedural history are relevant to this appeal. The plaintiff purchased a lot with the address of 6 Red Fox Road (parcel) in the Green Valley Lakes subdivision in East Lyme (town) at a tax sale on May 26, 2006. The Green Valley Lakes subdivision was originally approved on July 13, 1970, by the East Lyme Planning Commission (commission). The East Lyme Subdivision Regulations (regulations), as they existed in 1970, gave the commission discretion to require developers to provide land to the town for "open space for parks and playgrounds as it may deem proper" East Lyme Subdivision Regs. (Rev. to June 5, 1967), § 3.5. Accordingly, the developer of Green Valley Lakes designated one lot as a "recreation area" on the subdivision plan he submitted for approval to *753 the commission. The lot labeled "recreation area" is the parcel at issue in this appeal.

At its meeting on July 13, 1970, the commission approved the subdivision plan that included the parcel labeled as a "recreation area." The vote on the subdivision, however, did not explicitly mention whether a recreation area would be required. On February 14, 1972, the developer recorded on the land records of the town a "Declaration of Restrictions" relating to the subdivision. No mention was made of the parcel, any special restrictions regarding the parcel, or any rights created for the use of the parcel by any lot owners.

On July 5, 1973, the original developer offered to deed the parcel to the town. The minutes of the town Board of Selectmen meeting state that, following a discussion, the selectmen voted unanimously to reject the offer. Once more, in 1979, a subsequent developer also offered to deed the parcel to the town, but the offer was rejected. The

parcel has remained in its natural state since 1970, has not been classified as open space by the assessor, and does not appear as open space on the town's plan of development or comprehensive plan. No rights in the parcel were deeded to lot purchasers in the development, and no lot owner has filed a notice of claim as to any rights in the parcel pursuant to General Statutes § 47-33f.¹

Following years of unpaid taxes on the parcel, it became the subject of a statutory tax sale by a public auction conducted by the town's tax collector. A public notice regarding the sale was issued on March 10, 2006. The notice indicated that the parcel was to be sold *754 subject to a utility easement and sloping rights, but made no mention of any encumbrance relating to open space for parks and playgrounds. The plaintiff purchased the parcel at the tax sale for \$19,500.

In August, 2012, the plaintiff submitted an application to the town for a zoning **72 permit to build a single family home on the parcel. The application and attached plans conformed to all specific requirements of the zoning regulations of the town.² The zoning enforcement officer, acting on behalf of the East Lyme Zoning Commission, denied the permit application, stating his reasons as follows: "[The] application is denied as property is designated as recreation area open space on the original subdivision plan."

The plaintiff appealed from the denial of her permit application to the defendant, which, following a hearing, upheld the zoning enforcement officer's decision. The defendant stated that the zoning enforcement officer "had properly denied the zoning permit for [the parcel], [and] that designations of the original subdivision map such as recreation area, open space, etc., were purely semantics as they all serve the same function and the opinion of the attorney was that they were synonymous as you are talking about language from 1970 and now. Further, it was recommended that the appropriate method of change for this item is through the [commission]."

Pursuant to General Statutes § 8-8(b), the plaintiff appealed from the decision of the defendant to the Superior Court. The court sustained the plaintiff's *755 appeal, holding that the decision of the defendant was illegal and not supported by the record. Specifically, the court reasoned that the notation of "recreation area" on the original subdivision plans submitted for approval in 1970 created only, if anything, a private right or restriction that cannot be enforced by the zoning enforcement officer or the defendant. Further, the court observed that the town had twice rejected offers from developers to deed the parcel to the town for recreational purposes, and therefore the parcel was never deeded or dedicated to the town as a "recreation area." The court remanded the case to the defendant with direction to reverse the ruling of the zoning enforcement officer. On the granting of certification, this appeal followed. Additional facts will be set forth as necessary.

1 2 3 We begin by setting forth the applicable standard of review. "In reviewing the actions of a zoning board of appeals, we note that the board is endowed with liberal discretion and that its actions are subject to review by the courts only to determine whether [they were] unreasonable, arbitrary or illegal.... The burden of proof to demonstrate that the board acted improperly is upon the party seeking to overturn the board's decision....

4 5 "It is well settled that ... [t]he court's function is to determine on the basis of the record whether substantial evidence has been presented to the board to support its findings.... Upon an appeal from the judgment of the trial court, we review the record to see if there is factual support for the board's decision, not for the contentions of the applicant ... to determine whether the judgment was clearly erroneous or contrary to law." (Citations omitted; internal quotation marks omitted.) *Wing v. Zoning Board of Appeals*, 61 Conn.App. 639, 643-44, 767 A.2d 131, cert. denied, 256 Conn. 908, 772 A.2d 602 (2001).

6 *756

7 "When a zoning agency has stated its reasons for its actions, a court **73 should not reach beyond those stated purposes to search the record for other reasons supporting the commission's decision.... Rather, the court should determine only whether the assigned grounds are reasonably supported by the record and whether they are pertinent to the considerations which the authority was required to apply under the zoning regulations."

(Citations omitted; internal quotation marks omitted.) *Harris v. Zoning Commission*, 259 Conn. 402, 420–21, 788 A.2d 1239 (2002).

⁸ ⁹ A zoning enforcement officer acting on an application for a zoning permit has a purely ministerial function. See *Roraback v. Planning & Zoning Commission*, 32 Conn.App. 409, 412, 628 A.2d 1350, cert. denied, 227 Conn. 927, 632 A.2d 704 (1993); but see *Reardon v. Zoning Board of Appeals*, 311 Conn. 356, 364–65, 87 A.3d 1070 (2014) (enforcement of zoning regulations generally discretionary). If the application conforms to the requirements of the regulations, he has no discretion but to issue a permit. See *Langer v. Planning & Zoning Commission*, 163 Conn. 453, 456, 313 A.2d 44 (1972).

¹⁰ ¹¹ In the present case, we agree with the trial court's conclusion that the action taken by the defendant in upholding the denial of the plaintiff's permit was illegal and unsupported by the record. The defendant can exercise only such powers as are expressly granted to it by statute. *Moscowitz v. Planning & Zoning Commission*, 16 Conn.App. 303, 308, 547 A.2d 569 (1988). General Statutes § 8–6(a) provides in pertinent part: “The zoning board of appeals shall have the following powers and duties: (1) [t]o hear and decide appeals where it is alleged that there is an error in any order, requirement or decision made by the official charged with the enforcement of this chapter or any bylaw, ordinance or regulation adopted under the provisions of this chapter” General Statutes § 8–7 provides in relevant *757 part: “The board shall hold a public hearing on such appeal Such board may reverse or affirm wholly or partly or may modify any order, requirement or decision appealed from and shall make such order, requirement or decision as in its opinion should be made in the premises and shall have all the powers of the officer from whom the appeal has been taken but only in accordance with the provisions of this section. Whenever a zoning board of appeals ... sustains or reverses wholly or partly any order, requirement or decision appealed from, it shall state upon its records the reason for its decision”

¹² In upholding the decision made by the zoning enforcement officer, the defendant formally stated the reasons for its decision on the record. The reason provided was that the label “recreation area” on the subdivision map precluded the plaintiff from obtaining the building permit. As the trial court aptly noted, however, “[t]he law is well established that restrictive covenants in a deed as to use of property are distinct and separate from the provisions of a zoning law and have no influence or part in the administration of a zoning law *Anniello v. Vernon Planning & Zoning Commission*, Superior Court, judicial district of Tolland, Docket No. CV-93-52916-S [1995 WL 493781, *3] (August 14, 1995).” (Internal quotation marks omitted.); see also Am. Jur. 840, Zoning and Planning, § 1006 (1992). On appeal, the defendant contends that the court erred in determining that the label “recreation area” on the subdivision map created, if anything, a private right or restriction unenforceable by the zoning enforcement officer or the defendant. Instead, the defendant asserts that, because such label was required by the regulations in effect in 1970, the parcel is currently designated as **74 a recreation area, and the zoning enforcement officer therefore has the power to deny a permit to build on the parcel.

*758 The defendant's proposition fails in at least two regards. First, the regulations did not *require* an open space parcel, rather, the regulations merely required the developer to allocate a parcel as open space on the subdivision plan submitted for the application. The commission could then decide whether the open space parcel should be required. See East Lyme Subdivision Regs. (Rev. to June 5, 1967), § 3.5. In this case, the commission was silent on the matter, so it cannot be assumed that the commission eventually required the parcel to remain open space. Further, the developers twice offered to deed the parcel to the town but the town denied both offers. Had the town truly wished to ensure that the parcel would remain “open space” indefinitely under the regulations, it could have accepted title to the property. Second, the defendant's argument fails because, even if the regulations actually required the commission to designate the parcel as open space before approving the subdivision application, the designation of “recreation area” did not fall within the explicit confines of the regulations. Instead, the regulations allowed the commission the discretion to mandate that a developer provide land to the town for “open space *for parks and playgrounds* as it may deem proper” (Emphasis added.) East Lyme Subdivision Regs. (Rev. to June 5, 1967), § 3.5. The regulations made no mention of the commission's power to require the developer to set aside land for a “recreation area.” Thus, because the commission lacked the

authority to require the developer to designate a "recreation area," it follows that the zoning enforcement officer and the defendant could not deny the plaintiff a building permit for the parcel on the basis of its original "recreation area" designation on the subdivision plan.

The defendant's second claim on appeal, namely, that the court erred in determining that the town was ^{*759} required to accept title to the property in order to effectuate the recreation area designation, also fails. The defendant's argument is based on a misguided reading of the court's decision. Although the court stated that the parcel was not deeded and perpetually dedicated to the town for recreation, the court was responding to the defendant's argument that § 1.61 of the November 22, 2013 revision of the East Lyme Zoning Regulations applied to the parcel.³ Nowhere in its memorandum of decision did the court state that the town was *required* to accept title to the parcel to effectuate the recreation area designation. On the contrary, the court's review of the defendant's decision was not based on what action the town could have taken to effectuate the recreation area designation, but rather on the illegality of the action taken by the zoning enforcement officer and the defendant in denying the plaintiff a building permit. Accordingly, the court did not err, and the defendant's second claim fails.

We conclude that the court properly sustained the plaintiff's appeal and remanded the case to the defendant with direction to ^{**75} reverse the ruling of the zoning enforcement officer.

The judgment is affirmed.

In this opinion the other judges concurred.

All Citations

174 Conn.App. 750, 166 A.3d 69

Footnotes

- ¹ General Statutes § 47-33f(a) provides in pertinent part: "Any person claiming an interest of any kind in land may preserve and keep effective that interest by recording, during the forty-year period immediately following the effective date of the root of title of the person whose record title would otherwise be marketable, a notice in writing, duly verified by oath, setting forth the nature of the claim...."
- ² Section 24.3B of the November 22, 2013 revision of the East Lyme Zoning Regulations provides in pertinent part: "The [z]oning [e]nforcement [o]fficer, acting on behalf of the [c]ommission, shall review applications to determine conformity with the [z]oning [r]egulations.... The [z]oning [e]nforcement [o]fficer will review the site plan to ensure compliance with the [z]oning [r]egulations and shall issue a permit within 30 days of receipt if all other applicable requirements of these regulations have been met...."
- ³ In its October 31, 2014 trial court brief, the defendant had argued that § 1.61 of the November 22, 2013 revision of the East Lyme Zoning Regulations applied to the parcel and restricted its use, which provides in relevant part: "Land area within a subdivision deeded as a parcel or parcels separate from Building Lots and Streets and Perpetually dedicated for Conservation and/or Recreational purposes. The ownership and purpose of subdivision open space is specified by the Planning Commission in approving a Subdivision, and only recreational facilities, underground utility facility, or other improvements consistent with the approved purpose shall be permitted within subdivision open space."

Related documents



Zoning and Planning

Judicial Review or Relief

Statutory Certiorari Review of Zoning Decision of County Board of Adjustment

Commonwealth Court Scope of Review of Trial Court Affirmance of Decision of Township

Zoning Hearing Board

Town Subdivision Zoning Regulation

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EXHIBIT B

MEMORANDUM

TO: GARY GOESCHEL, DIRECTOR OF PLANNING
FROM: MARK E. BLOCK, ESQ.
DATE: FEBRUARY 1, 2010
RE: OPEN SPACE DEDICATION - HERITAGE AT EAST LYME RESUBDIVISION

You have asked for an opinion in regards to open space dedication for the proposed resubdivision of Heritage at East Lyme. (the "Resubdivision")

The facts as related to me are that Heritage at East Lyme was, when first subdivided ("Original Subdivision"), an estimated 330 acre tract of land ("Original Tract"). The Original Subdivision contained one lot comprised of a 198¹/₂ acre tract, which is the subject of the resubdivision application ("Subject Parcel"). At the time of the approval of the Original Subdivision, there was approximately 39.45 acres dedicated as open space as a condition of that approval.

The question presented is can the Planning Commission require a dedication of additional open space as part of the approval of the Resubdivision.

Conn. Gen. Stat. §8-25 provides that the Town's subdivision regulations may require the applicant by deed, payment of a fee or combination of the two, to provide the Town with open space of a value not to exceed 10% of the fair market value of the land to be subdivided "prior to the approval of the subdivision".

Section 10-5 of the Subdivision regulations is consistent with the General Statutes, and says that in arriving at the fee in lieu of the dedication of the land, the fee cannot equal more than 10% of the "fair market value of the land to be subdivided "prior to approval of the subdivision."

Further, Section 10-2-2 of the Subdivision Regulations says that if a parcel "is subdivided in stages, the open space dedication attributable to the subdivision of a portion of the entire tract" may be deferred to a later date. The critical language in this section is the reference to the subdivision being in stages and calculating open space based upon the entire tract.

There are no cases on this precise issue, so one must look to the language of the statute and the regulations. In this case the Original Tract that was submitted to the Commission for subdivision approval comprised 330 acres. The Commission required, per its regulations, that the Developer set aside open space calculated on the number of acres in the Original Tract, i.e., 300 acres. Both the Statute and the Regulations speak of the dedication for open space to be from the land to be subdivided. The Town's regulations also speak of a subdivision developed in stages, with provision for deferral of the open space.

In my opinion, since with original developer met the open space requirements at the time of the

Original Subdivision, and made that dedication out of the Original Tract, the Commission cannot require an additional dedication from the Subject Parcel, which is a resubdivision of a portion of the Original Tract/Subdivision.

M:\users\MEB\East Lyme\open space memo.wpd

EXHIBIT C

NOV 08 09 PAGE 169
 CONSERVATION EASEMENT

2747

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

Lesley A. Blair
 TOWN CLERK OF EAST LYME

✓0

6. There shall be no operation of motorized vehicles, ~~vehicles~~ snowmobiles, dunebuggies and all terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, carpaths, or footpaths except as necessary to maintain existing footpaths in the current condition or as 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 shall 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) Activities or improvements as specifically approved by the Planning Commission and shown on the approved subdivision map.
- d) Access for, and the installation and maintenance of, subsurface sewage disposal systems constructed in accordance with the specifications of the State of Connecticut Department of Environmental Protection and/or the Department of Health.

Except for such restriction, such Conservation Easement areas may be used without hindrance by the owners of the servient tenements.

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.

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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.

Lesley A. Blais
Lesley A. Blais

KSK Associates, LLC

By Stephen F. Harney
Stephen F. Harney Its Member

Anna M. Johnson
Anna M. Johnson

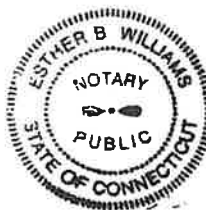
STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON)

SS Niantic

November 8, 2010

Personally appeared Stephen F. Harney, Member of KSK Associates, LLC, duly authorized, signer and sealer of the foregoing instrument, and who acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me,

Esther B. Williams
Commissioner of Superior Court
Notary Public
My Commission Expires:



Esther B. Williams
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 26, 2013

Recorded August 14 2012
9:00 PM Lesley A. Blais
East Lyme Town Clerk

EXHIBIT D

EXHIBIT E

EXHIBIT F

1571

CONSERVATION AND PUBLIC RECREATION ^{NO} EASEMENT AND AGREEMENT ^{CONVEYANCE TAXES COLLECTED}

NEW ENGLAND FORESTRY FOUNDATION, INC. *Lesley A. Blais*
GURLEY BROOK PRESERVE OSHA 448 TOWN CLERK OF EAST LYME

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

WHEREAS, The New England Forestry Foundation, Inc., holds title to 166.2± acres of real property located in the territorial limit of the Town of East Lyme, formerly owned by KSK Associates, LLC of East Lyme, Connecticut;

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut;

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 New England Forestry Foundation, Inc., is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, including management for wildlife habitat and the sustainable production of wood products and New England Forestry Foundation, 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;

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 predominantly 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 New England Forestry Foundation, Inc.;

WHEREAS, New England Forestry Foundation, 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 New England Forestry Foundation, Inc.;

NOW, THEREFORE, the New England Forestry Foundation, Inc., a Massachusetts nonprofit corporation having an address at 32 Foster Street, Littleton, Massachusetts 01460 (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, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. **Purpose.** It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. **Development Rights and Restrictions.** No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

- 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;
- 2) The right to grant access to the site for research;
- 3) Use of the Protected Property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be 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 shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting (only by individuals with valid hunting licenses and permits who have 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. Forest Management. The Grantor reserves the right to remove trees, shrubs, and other vegetation as part of a Forest Management Plan ("Plan"). The Plan shall be designed to protect the Conservation Values or Interests of the Protected Property, with best management practices in accordance with the guidelines of the State of Connecticut Department of Energy and Environmental Protection, or its successor agency; shall be designed to minimize erosion or sedimentation of the Protected Property; and shall be approved in writing by the State Forester or his or her designee. If Grantor does not receive approval of the Plan within sixty (60) days of its delivery to the State Forester the Grantor may deem the plan to have been approved. The Plan shall be prepared by a professional forester licensed to practice forestry in Connecticut. The preparer of the Plan shall certify in writing that the Plan and all amendments and updates comply with the terms of this Conservation Easement. The Plan also shall provide for sustainable management of the Property in a manner consistent with generally accepted "Best Management Practices" to protect soil resources and water quality, as those practices may be identified from time to time by programs recognized as appropriate by state agency authorities, and in a manner not wasteful of soil resources or detrimental to water quality or to the conservation purposes listed in Section 1 hereof. The Plan may be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound forest management of the Property. A Plan for the Property shall be completed within two (2) years from the date this Conservation Easement is recorded, or before any harvest of forest products occurs on the Property, whichever shall occur first. The Grantor shall update the Plan at least every ten years thereafter to the extent that the Grantor desires to continue to conduct forestry activities on the Property. All forest product-harvesting operations shall be conducted in accordance with applicable law.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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:

Executive Director
New England Forestry Foundation, Inc.
32 Foster Street - P.O. Box 1346
Littleton, MA 01460-1346

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 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.

IN WITNESS WHEREOF, the parties hereto have set their hands.

NEW ENGLAND FORESTRY FOUNDATION, INC.

Philip Y. DeNormandie 3/21/17
 Philip Y. DeNormandie, President Date
 Duly Authorized

WITNESSES Signature
Name in print

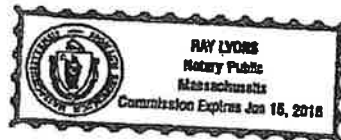
Ron Rory McEachin
 Name
John A. Blawie
 Name

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

SS. TOWN OF LITTLETON

The foregoing instrument was acknowledged before me this 21st day of March, 2017, by Philip Y. DeNormandie, President of the New England Forestry Foundation, Inc., a Commonwealth of Massachusetts corporation, on behalf of the corporation.



Ray Lyons
 Notary Public
 My Commission Expires 6-15-18



The foregoing Conservation Easement is accepted this 12th day of April, 2017, by Robert J. Klee, Commissioner, Department of Energy and Environmental Protection, Pursuant to Connecticut General Statutes Section 7-131d(e).

STATE OF CONNECTICUT

Robert J. Klee 4/12/2017
 Robert J. Klee Date
 Commissioner
 Department of Energy and Environmental Protection

WITNESSES Signature
Name in print

James Colon
 Name JAMES Colon
Posalyon Grywinski
 Name

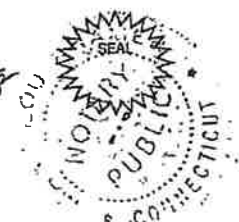
STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

SS. CITY OF HARTFORD

The foregoing instrument was acknowledged before me this 12th day of April, 2017, by Robert J. Klee, Commissioner, Department of Energy and Environmental Protection, State of Connecticut for the State of Connecticut.

Mary A. Gramer
 Commissioner of the Superior Court
 Notary Public
 My Commission Expires 2/28/2018

**STATUTORY AUTHORITY**

Connecticut General Statutes
 Section 7-131d(e)

APPROVED

George Jepsen
 Attorney General

Joseph Rubin 4/19/17
 By: Joseph Rubin Robert W. Clark Date
 Associate Attorney General
 AGST

The land upon which New England Forestry Foundation, Inc. is placing a permanent Conservation Easement is described further by means of the following property description.

All that certain piece or parcel of land situate in the Town of East Lyme, in the County of New London, State of Connecticut, labeled "Property Area = 7,241,810 Square Feet M/L 166.2 Acres M/L" as shown on a map entitled "Property Survey Property to be Conveyed to New England Forestry Foundation for Property Located at Governor John Davis Lodge Turnpike Cedarbrook Lane, Catbird Lane & Goldfinch Terrace Town of East Lyme - County of New London - Connecticut" dated May 10, 2016, Revised 6-22-2016, Scale 1"=200', Sheet 1 of 1. Said map is certified substantially correct by James Bernardo, R.L.S., #70121 of James Bernardo Land Surveying, LLC, 102A Spithead Road, Waterford, Connecticut. Said map is on file in Volume 6 Page 796 of the East Lyme Town Clerk's Office to which reference may be had for a more particular description, and which parcel is more particularly bounded and described as follows:

*Drawer 6, Map No. 796

Beginning at a Connecticut Highway Department "REC" located along the northerly street line of Governor John Davis Lodge Turnpike at an easterly corner of land N/F of the State of Connecticut and a southerly corner of the herein described property (said point being identified on the referenced map having the 1983 North Atlantic Datum Coordinates of N69°52'57.93, E114°52'58.98) ;
Thence northerly along said land of the State of Connecticut along an irregular line following a stone wall and face of a stone ledge 750 feet more or less to a mag nail, said mag nail can be located on a course of N 16°33'56"W at a distance of 689.30' from said CHD;

Thence along land N/F Tamara Schacher-Tytila and stone wall the following two (2) courses and distances, N01°03'10" W a distance of 71.83' to a point; thence along a stone wall N04°30'37"E a distance of 205.82' to a rebar;

Thence along land N/F of KSK Associates LLC the following seven (7) courses and distances, S88°44'22"E a distance of 363.43' to a rebar; thence N21°10'10"E a distance of 374.16' to a rebar; thence N56°53'37"E a distance of 663.98' to a rebar; thence N03°23'41"W a total distance of 1357.20' to a rebar, this distance is further marked by intermittent distances of 250.20' to a rebar, 272.00' to a rebar, 299.00' to a rebar, 266.00' to a mag nail and 270.00' to the above said rebar; thence N05°42'24"E a distance of 463.59' to a rebar; thence N85°48'19"W a distance of 296.92' to a rebar; thence S84°01'48"W a distance of 377.63' to a rebar;

Thence along the easterly street line of Goldfinch Terrace N02°25'20"W a distance of 53.19' to a concrete monument; thence along the Cedarbrook Lane the following five (5) courses and distance, northeasterly with a curve turning to the right with an arc length of 31.42', with a radius of 20.00'; thence N08°43'15"W a distance of 50.01' to a point; thence westerly with a curve turning to the right with an arc length of 124.98', with a radius of 325.00', with a chord bearing of N 88°19'40" W, with a chord length of 124.21' to a concrete monument; thence N77°18'41"W a distance of 172.24' to a concrete monument; thence westerly with a curve turning to the right with an arc length of 122.83', with a radius of 575.00';

Thence along the easterly street line of Catbird Lane the following two (2) courses and distances, a compound curve turning to the right with an arc length of 33.03', with a radius of 20.00'; thence N 29°33'31" E a distance of 97.12' to a rebar;

Thence along land N/F of QI the following three (3) courses and distances, S60°26'29"E a distance of 170.00' to a point; thence N89°11'23"E a distance of 69.46' to a point; thence N29°26'46"E a distance of 150.00' to a point;

Thence along said land of QI and land N/F of Tong in part by each N50°37'26" E a distance of 193.04' to a point; thence continuing along land of said Tong the following three (3) courses and distances, N09°24'08"E a distance of 70.00' to a point; thence N24°04'41"W a distance of 160.30' to a rebar; thence N63°29'32"W a distance of 111.05' to a concrete monument;

Thence along the cut-de-sac of Catbird Lane with a curve turning to the left with an arc length of 17.24', with a radius of 60.00', with a chord bearing of N 21°46'49" E, with a chord length of 17.18' to a rebar;

Thence along land N/F of Woodward the following five (5) courses and distances; S76°26'59" E a distance of 70.69' to a point; thence S60°31'37"E a distance of 128.92' to a point; thence N09°25'45"E a distance of 113.55' to a point; thence N33°21'23"E a distance of 99.96' to a point; thence N34°59'22"W a distance of 246.98' to a point; thence continuing along said land of Woodward and land N/F of Sisson in part by each N81°27'40"W a distance of 273.62' to a rebar;

Thence along land N/F of KSK Associates N54°53'31"W a distance of 125.87' to a rebar;

Thence along land N/F of Evan D. Gross N23°22'25"E a total distance of 1440.29' to a rebar, this distance is further marked by intermittent distances of 280.29' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 260.00' to the noted rebar;

Thence along land N/F John C. Ellis Et Al the following eleven (11) courses and distances, S87°40'26"E a distance of 262.07' to a mag nail set in a drill hole; thence N12°48'09"W a total distance of 545.72' to a mag nail in a pile of stones, this distance is marked further by two intermittent distances of 275.72' to a rebar, 270.00' to the noted mag nail; thence N75°02'51"E a distance of 299.26' to a point; thence N67°37'56"E a distance of 47.97' to a mag nail set in a drill hole; thence S82°54'18"E a distance of 106.99' to a mag nail set in a drill hole; thence S 48°51'28" E a distance of 273.85' to a rebar; thence S50°23'04" E a distance of 73.94' to a point; thence S42°54'16" E a distance of 28.88' to a point; thence S60°27'34" E a distance of 69.28' to a point; thence S44°39'23" E a distance of 160.76' to a point; thence S47°43'40" E a distance of 57.14' to a rebar;

Thence along the town line between the Towns of Waterford and East Lyme and land of N/F Wilson P. Scott & Clara A. Scott the following six (6) courses and distances; S28°52'21" E a total distance of 1399.39' to a rebar and the end of the common Town Line Boundary, this distance is further marked by intermittent distances; of 269.39' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 230.00' to the noted rebar; thence along a stone wall S03°52'57" E a distance of 85.26' to a point; thence along a stone wall S07°36'28" E a distance of 173.04' to a point; thence along a stone wall S09°40'19" E a distance of 69.24' to a point; thence along a stone wall S02°24'14" E a distance of 24.39' to a point; thence along a stone wall S07°00'39" E a distance of 102.55' to a rebar;

Thence continuing along said land of Scott and land N/F of Jacqueline M. Princeville Trustee in part by each, along a

stone wall S67°17'26" W a distance of 89.97' to a point; thence continuing along said land of Princeville along a stone wall S80°46'42" W a distance of 8.28' to a point; thence continuing along said land of Princeville and land N/F of Thomas J Harman in part by each, along a stone wall S69°39'42" W a distance of 162.36' to a point;

Thence continuing along said land of Harman the following six (6) courses and distances, along a stone wall N89°41'55" W a distance of 64.62' to a rebar; thence along a stone wall S72°17'23" W a distance of 22.43' to a rebar; thence along a stone wall S57°04'13" W a distance of 36.86' to a tree stump with nails; thence S06°30'56" W a total distance of 932.29' to a mag nail set in a drill hole in a heap of stones, this distance is further marked by intermittent distances of 332.29' to a rebar, 300.00' to a rebar, 300.00' to the noted mag nail; thence S05°17'07" W a total distance of 907.50' to a rebar, this distance is further marked by intermittent distances of 306.50' to a rebar, 301.00' to a rebar, 300.00' to the noted rebar pin; thence S16°42'53" E a distance of 655.56' to a rebar;

Thence along the northern street line of Governor John Davis Lodge Turnpike and land N/F the State of Connecticut the following two (2) courses and distances, S42°45'49" W a distance of 54.37' to a Connecticut Highway Department marker; thence S44°53'29" W a distance of 499.60' to a rebar;

Thence along land N/F of R Woodrow Scott the following two (2) courses and distances; a stone wall N46°20'21" W a distance of 61.57' to a point; thence along a stone wall S45°08'23" W a distance of 61.59' to a rebar;

Thence along land N/F of the Town of East Lyme the following two (2) courses and distances along a stone wall; N48°01'53" W a distance of 175.80' to a rebar; thence S39°16'06" W a distance of 359.13' to a rebar;

Thence along land N/F the State of Connecticut the following six (6) courses and distances all along a stone wall, N19°59'48" W a distance of 105.15' to a point; thence N27°54'28" W a distance of 15.02' to a rebar; thence S77°09'38" W a distance of 243.36' to a mag nail in a drill hole; thence S38°49'20" W a distance of 17.98' to a point; thence S09°36'56" W a distance of 230.27' to a mag nail set in a drill hole; thence S05°27'56" E a distance of 211.65' to a rebar;

thence along other land of the State of Connecticut (Governor John Davis Lodge Turnpike) the following three (3) courses and distances, S55°24'35" W a distance of 315.69' to a Connecticut Highway Department marker; thence S38°47'33" W a distance of 504.78' to a Connecticut Highway Department marker; thence S21°06'22" W a distance of 379.75' to a Connecticut Highway Department marker said marker being the point and place of beginning.

Said property is Subject to:

1. A perpetual easement, privilege and right-of-way, one hundred and twenty-five (125) feet in width in favor of the Connecticut Light and Power Company from Fred A. Beckwith and Mary H. Weaver dated June 24, 1943 and recorded July 6, 1943 in Volume 42, Page 368 of the East Lyme Land Records.
2. A waiver of relinquishment of all access rights to and from the relocation of U.S. Route 1 and remaining land of Fred A. Beckwith with Mary H. Weaver as set forth in a deed to the State of Connecticut dated September 27, 1948 and recorded on October 15, 1948 in Volume 52, Page 407 of the East Lyme Land Records.
3. Right of access taken from land owned by Thomas A. Payne, Alice P. Spradowski and Adelaide Follows abutting Boston Post Road, U.S. Route 1, (commonly known as the New London By-Pass) by the State of Connecticut in a Certificate of Taking dated May 5, 1949 and recorded May 6, 1949 in Volume 52, Page 587 of the East Lyme Land Records.
4. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated October 15, 1956 and recorded on January 21, 1957 in Volume 69, Page 477 of the East Lyme Land Records.
5. Right of access taken in a Certificate of Taking from Frederick H. Southworth by the State of Connecticut dated September 5, 1956 and recorded on September 20, 1956 in Volume 72 at page 237 of the East Lyme Land Records.
6. Rights of access taken in a Certificate of Taking from Alice M. Payne, Alice P. Cripps, f/k/a Alice J. Payne, and Adelaide Follows by the State of Connecticut dated June 7, 1957 and recorded on June 21, 1957 in Volume 74, Page 223 of the East Lyme Land Records.
7. Rights of access taken in a Certificate of Taking from Alice P. Cripps, f/k/a Alice J. Payne, by the State of Connecticut dated June 7, 1957 and recorded June 21, 1957 in Volume 74 at Page 224 of the East Lyme Land Records.
8. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated February 28, 1957 and recorded on July 17, 1957 in Volume 74, Page 403 of the East Lyme Land Records.
9. An easement from Horace L. Crary to Connecticut Light and Power Company dated February 16, 1972 and record on February 23, 1972 in Volume 134 at Page 654 of the East Lyme Land Records.
10. Farm/Forest/Open Space Tax Assessment Certification recorded on December 9, 2008 in Volume 813 at Page 780 of the East Lyme Land Records.
11. Farm/Forest/Open Space Tax Assessment Certification recorded on November 23, 2009 in Volume 879 at Page 387 of the East Lyme Land Records.
12. Farm/Forest/Open Space Tax Assessment Certification recorded on May 20, 2013 in Volume 902 at Page 441 of the East Lyme Land Records.
13. Farm/Forest/Open Space Town of East Lyme Tax Assessors Certification recorded on November 30, 2015 in Volume 956 at Page 177 of the East Lyme Land Records.
14. Notes, restrictions and facts on a map entitled "Property Survey Property to be Conveyed to New England Forestry Foundation for Property Located at Governor John Davis Lodge Turnpike Cedarbrook Lane, Catbird Lane & Goldfinch Terrace Town of East Lyme - County of New London - Connecticut" dated May 10, 2016, Revised 6-22-2016, Scale 1"=200', Sheet 1 of 1. Prepared by James Bernardo, R.L.S. #70121 of James Bernardo Land Surveying, LLC, 102A Spithead Road, Waterford, Connecticut 06385, (860) 447-0236, www.JBSurvey.com. Said map is on file as map number 746 in the land records of the East Lyme Town Clerk.

Recorded June 21 20 12

AM
1:50 PM Lesley A. Blaine
East Lyme Town Clerk

EXHIBIT G

[Go to previous versions of this Section](#)

2020 Connecticut General Statutes

Title 8 - Zoning, Planning, Housing and Economic and Community Development

Chapter 126 - Municipal Planning Commissions

Section 8-18 - Definitions.

Universal Citation: CT Gen Stat § 8-18 (2020)

As used in this chapter: "Commission" means a planning commission; "municipality" includes a city, town or borough or a district establishing a planning commission under section 7-326; "subdivision" means the division of a tract or parcel of land into three or more parts or lots made subsequent to the adoption of subdivision regulations by the commission, for the purpose, whether immediate or future, of sale or building development expressly excluding development for municipal, conservation or agricultural purposes, and includes resubdivision; "resubdivision" means a change in a map of an approved or recorded subdivision or resubdivision if such change (a) affects any street layout shown on such map, (b) affects any area reserved thereon for public use or (c) diminishes the size of any lot shown thereon and creates an additional building lot, if any of the lots shown thereon have been conveyed after the approval or recording of such map; "cluster development" means a building pattern concentrating units on a particular portion of a parcel so that at least one-third of the parcel remains as open space to be used exclusively for recreational, conservation and agricultural purposes except that nothing herein shall prevent any municipality from requiring more than one-third open space in any particular cluster development; "town" and "selectmen" include district and officers of such district, respectively.

(1949 Rev., S. 853; 1953, S. 384d; 1959, P.A. 577, S. 2; 679, S. 1; 1967, P.A. 221; 677, S. 1; P.A. 77-545, S. 1; P.A. 91-395, S. 2, 11.)

History: 1959 acts added district to definition of municipality, added words "parts or" before "lots" in definition of subdivision and added definition of town and selectmen; 1967 acts included changes which create additional building lot or lots in definition of "resubdivision" and excluded development for municipal and conservation purposes from definition of "subdivision"; P.A. 77-545 redefined "subdivision" to specify divisions made after adoption of subdivision regulations by commission; P.A. 91-395 added the definition of "cluster development".

Definition of subdivision and resubdivision discussed. 146 C. 570. Cited. 149 C. 630. There is no authority for commission to adopt as a regulation definition of "subdivision" which modifies, restricts or enlarges upon statutory definition. 151 C. 450. Cited. 172 C. 60; 219 C. 303; 222 C. 216; Id., 294; 227 C. 601. Appropriate inquiry under section is whether one lot has been divided into 3 or more units, not whether topography of lot is maintained or the degree of lot line adjustment. 330 C. 502.

Cited. 5 CA 509; 8 CA 556; 18 CA 159; 20 CA 462; 23 CA 75; 29 CA 28. A map is not a resubdivision unless it alters a "subdivision". 173 CA 256. The mere changing of lot lines or adding additional land to lots, no matter how sizeable, does not constitute a "subdivision"; Legislature intended the word "parts" to refer to separate but whole, not fractional, members of a tract of land, thus, when the word "parts" is read in light of its commonly approved usage and together with the definition of "resubdivision" under this section, its meaning is plain and unambiguous, and is to be read together with the word "lots" so as to clarify the latter's meaning. 199 CA 115.

Cited. 43 CS 508.

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EXHIBIT H

WARRANTY DEED

To All People to Whom These Presents Shall Come, GREETING:

KNOW YE, THAT KSK Associates, LLC, a Connecticut limited liability company with a place of business in the Town of East Lyme, County of New London, and State of CT, for the consideration of **One and No/100 (\$1.00) Dollar** received to its full satisfaction of **New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, with a place of business in Littleton, MA** does give, grant, bargain, sell and confirm unto the said New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, the premises described in Exhibit A attached hereto and made a part hereof (the "Premises").

The Premises is conveyed subject to: (i) the "Conservation and Public Recreation Easement and Agreement" included herein, (ii) the "USDA Community Forest and Open Space Conservation Program Notice of Grant Requirement" attached hereto as Exhibit B and made a part hereof, and (iii) a covenant enforceable by the Town of East Lyme that the Grantee shall refrain from selling, transferring or developing such land in a manner inconsistent with its classification as open space land pursuant to Connecticut General Statutes Sec. 12-107e for a period of not less than eight years from the date of transfer. This covenant is placed in this deed pursuant to Conn. General Statutes Sec. 12-504c.

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

And Also, the said Grantor does for its heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, it 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 binds itself and its heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

As referenced above, the Premises are conveyed subject to the following:

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT
NIANTIC RIVER HEADWATERS OSHA 520

WHEREAS, KSK Associates, LLC of East Lyme, Connecticut hereby conveys the Premises, subject to this CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT, to the New England Forestry Foundation, Inc., (the Premises being the same land described in Exhibit A; i.e. 33.0± acres of real property located in the territorial limit of the Town of East Lyme).

WHEREAS, in addition to its value as a natural area, the Premises is also a scenic resource of the State of Connecticut;

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 New England Forestry Foundation, Inc., is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, including management for wildlife habitat and the sustainable production of wood products and New England Forestry Foundation, Inc., has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut 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;

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 predominantly 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 New England Forestry Foundation, Inc.;

WHEREAS, New England Forestry Foundation, Inc., and the State of Connecticut agree that limited public recreation on the Premises can be provided without significant impact to the natural resources on the Premises, conservation of those resources having been the primary reason for its acquisition by New England Forestry Foundation, Inc.;

NOW, THEREFORE, the New England Forestry Foundation, Inc. a Massachusetts nonprofit corporation having an address at 32 Foster Street, Littleton, Massachusetts 01460 (the "Conservation Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction from the STATE OF CONNECTICUT, a sovereign (the "Holder"), and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, Conservation Grantor, its successors and assigns, does hereby accept this deed from KSK Associates, LLC and gives, grants, bargains, sells, conveys and confirms in perpetuity unto the HOLDER and its successors or assigns forever, with Warranty Covenants, this Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over the Premises (being the real property situated in the Town of East Lyme, County of New London, State of Connecticut, described in Exhibit A).

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Premises will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Premises, while preventing any use of the Premises that will significantly impair or interfere with the conservation values or interests of the Premises, 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 Premises except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:
 - a) Conservation 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 Conservation Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.
 - c) Conservation Grantor reserves the right to manage and monitor the Premises 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 Premises for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Conservation Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Premises by the general public. All rights not specifically granted are hereby reserved by Conservation Grantor.

3. Provision of Public Recreation. The Conservation Grantor agrees to allow the public access to the Premises 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 shall be defined as any resident of any municipality, state, country or nation. The Conservation Grantor may develop passive recreational facilities and support facilities for those passive activities on the Premises if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting (only by individuals with valid hunting licenses and permits who have permission of the Conservation Grantor), non-motorized boating and environmental education.

4. Other Activities. No commercial, industrial, quarrying, or mining activities are permitted on the Premises.

5. Forest Management. The Conservation Grantor reserves the right to remove trees, shrubs, and other vegetation as part of a Forest Management Plan ("Plan"). The Plan shall be designed to protect the Conservation Values or Interests of the Premises, as described in "The Connecticut Comprehensive Open Space Acquisition Strategy" (Green Plan) 2016 - 2020, with best management practices in accordance with the guidelines of the State of Connecticut Department of Energy and Environmental Protection, or its successor agency; shall be designed to minimize erosion or sedimentation of the Premises; and shall be approved in writing by the State Forester, as defined in CGS Section 23-19, or his or her designee. If Conservation Grantor does not receive approval of the Plan within sixty (60) days of its delivery to the State Forester the Conservation Grantor may deem the plan to have been approved. The Plan shall be prepared by a professional forester licensed to practice forestry in Connecticut. The preparer of the Plan shall certify in writing that the Plan and all amendments and updates comply with the terms of this Conservation Easement. The Plan also shall provide for sustainable management of the Premises in a manner consistent with generally accepted "Best Management Practices" to protect soil resources and water quality, as those practices may be identified from time to time by programs recognized as appropriate by state agency authorities, and in a manner not wasteful of soil resources or detrimental to water quality or to the conservation purposes listed in Section 1 hereof. The Plan may be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound forest management of the Premises. A Plan for the Premises shall be completed within two (2) years from the date this deed is recorded, or before any harvest of forest products occurs on the Premises, whichever shall occur first. The Conservation Grantor shall update the Plan at least every ten years thereafter to the extent that the Conservation Grantor desires to continue to conduct forestry activities on the Premises. All forest

product-harvesting operations shall be conducted in accordance with applicable law. All updates to the Plan will be subject to the review and approval of the State Forester.

6. 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 Premises except that vegetative waste may be composted, and other waste generated by permitted uses on the Premises 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 and Conservation Grantor covenant and represent that, to the best of their knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Premises, and that there are not now any underground storage tanks located on the Premises.

7. Costs and Taxes. Conservation Grantor acknowledges that the Holder has no possessory rights in the Premises, nor any responsibility or right to control, maintain, or keep up the Premises. Conservation 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 herein. Conservation Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Premises 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.

Conservation Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises 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 Conservation 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 Conservation 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 Conservation Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

8. Subdivision Limitation and Subsequent Transfers. The Premises 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 Premises may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Conservation Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Conservation Grantor in any subsequent deed or other legal instrument by which the Conservation Grantor divests either the fee simple title or possessory interest in the Premises, and Conservation Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

9. Miscellaneous.

- a) Grantor and Conservation Grantor represent that as of the date of this grant there are no liens or mortgages outstanding against the Premises. 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 Premises 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 Conservation 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 Premises made after the date of this grant. Holder will use such proceeds for its conservation purposes.

10. Remedies and Enforcement.

- a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Premises 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 Conservation Grantor hereby waives any defense of laches, prescription, or estoppel.
- c) Conservation Grantor is not responsible for injury to or change in the Premises 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 Conservation Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises 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, Conservation 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 Premises 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.

11. Notices. Any notice to Holder required herein 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 Conservation Grantor required herein must be made by certified mail, return receipt requested, addressed to:

Executive Director
New England Forestry Foundation, Inc.
32 Foster Street -- P.O. Box 1346
Littleton, MA 01460-1346

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated herein, 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.

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IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal this 6th day of AUGUST in the year of our Lord Two Thousand Nineteen.

Signed, sealed and delivered in the
Presence of:

Nikki Swensen
Nikki Swensen Witness

KSK Associates, LLC

By:

Stephen F. Harney (LS)
Stephen F. Harney
Managing Member

Tammie Hand
Tammie Hand Witness

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK ss: CITY OF SOUTHPORT

On this, the 6th day of AUGUST, 2019, before me, the undersigned officer, personally appeared Stephen F. Harney, known to me to be the person whose name is subscribed to in this instrument and who acknowledged the same to be his free act and deed as the managing member of KSK Associates, LLC and that he executed this instrument for the purposes therein contained and executed this instrument on behalf of KSK Associates, LLC.

In Witness Whereof, I hereunto set my hand and official seal.

Mallory H. Willis
Commissioner of the Superior Court
Notary Public Mallory H. Willis
My Commission Expires on: SEP. 29, 2021



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INST: 00002078

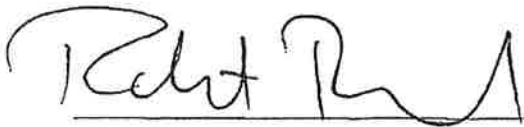
THE NEW ENGLAND FORESTRY FOUNDATION, INC. hereby accepts this deed and covenants that it shall HAVE AND HOLD the above granted and bargained Conservation Easement unto the said Holder and that it will WARRANT AND DEFEND the Premises to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the New England Forestry Foundation, Inc. and State of Connecticut hereto have set their hands.

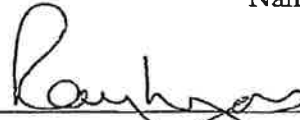
NEW ENGLAND FORESTRY FOUNDATION, INC. WITNESSES

Signature

Name in print



Robert Perschel, Executive Director
Duly Authorized



Name

Ray Lyons



Name

Holly Mansfield

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

SS. TOWN OF LITTLETON

The foregoing instrument was acknowledged before me this 7th day of August 2019, by Robert Perschel, Executive Director of the New England Forestry Foundation, Inc., a Commonwealth of Massachusetts corporation, on behalf of the corporation.



Notary Public

My Commission Expires _____

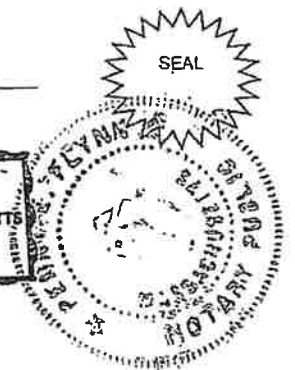
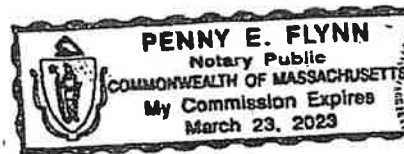


EXHIBIT A

The land being acquired by New England Forestry Foundation, Inc. and upon which a permanent Conservation is being placed is described further by means of the following property description.

All that certain piece or parcel of land with all of the improvements thereon, if any, situated on the eastern highway line of Goldfinch Terrace in the Town of East Lyme, County of New London and State of Connecticut, labeled as "THIS PARCEL TO BE MERGED WITH OTHER LAND OF NEW ENGLAND FORESTRY FOUNDATION, INC. Phase 2 Area = 1.436.092.0 SQ FT M/L 33.0 Acres M/L" on a map entitled "LOT LINE MODIFICATION PROPERTY TO BE CONVEYED TO NEW ENGLAND FORESTRY FOUNDATION FOR PROPERTY LOCATED AT GOLDFINCH TERRACE & EGRET ROAD TOWN OF EAST LYME - COUNTY OF NEW LONDON - CONNECTICUT" October 9, 2017, revised to May 10, 2019, Scale 1"=100'. Said map being certified substantially correct by James Bernardo L.L.S. 70121, Bernardo Land Surveying, LLC 102A Spithead Road, Waterford, Connecticut 06385. Said map being recorded in the Town Clerks Office of the Town of East Lyme as map number 100-090008 (the "Plan") to which reference may be had for a more particular description, and which parcel is more particularly bounded and described as follows:

Beginning at a point marked by a rebar on the easterly side of Goldfinch Terrace, said point being a southwest corner of land N/F of New England Forestry Foundation, Inc. (NEFF) and a northwest corner of the herein described parcel.

Thence running easterly along land of said NEFF the following two (2) courses and distances: N84°01'48"E a distance of 377.63 feet to a rebar, thence S85°48'19"E a distance of 296.62 feet to a rebar, said point being the northeast corner of the herein described parcel.

Thence southerly along said NEFF the following two (2) courses and distances: S05°42'24"W a distance of 463.59 feet to a rebar, thence S03°23'41"E a total distance of 1357.20 feet to a rebar, this total distance is further marked by intermediate points on the following distances, 270.00 feet, 266.00 feet, 299.00 feet 272.00 feet and 250.20 feet, said point being a southeast corner of the herein described parcel.

Thence along said NEFF S56°53'37"W a total distance of 663.98 feet to a rebar, this total distance is further marked by an intermediate rebar on the following distances, 333.98 feet and 330.30 feet, Thence S21°10'10"W a distance of 374.16 feet to a rebar, said point being a southeast corner of the herein described parcel.

Thence N88°44'22"W a distance of 363.43 feet to a stone wall, thence S04°30'37"W a distance of 1.7 feet to a drill hole.

Thence along land N/F Tamara Schacher-Tytla N90°00'00"W a distance of 224.46' to a rebar, being the southwest corner of the herein described parcel.

Thence along said Schacher-Tytla and Lot #17, in part by each, N06°42'32"E a distance of 337.25 feet to a point.

Thence along Lot #18 N29°49'25"W a distance of 219.56 feet to a concrete monument at the eastern street line of Egret Road.

Thence along said Egret Road the following two (2) courses and distances: along a curve to the left having a Delta of 34°02'06" a radius of 325.00' a chord bearing & distance of N36°46'09"E a distance of 190.23 feet and a length of 193.06' to a concrete monument, thence N19°44'41"E a distance of 160.97 feet to an iron pin.

Thence along land N/F Bonnie L. Speziali, Trustee the following four (4) courses and distances: S65°45'21"E a distance of 203.65 feet to an iron pin, thence S16°57'24"W a distance of 101.50 feet to an iron pin, thence N87°44'51"E a distance of 277.94 feet to a point, thence N01°43'50"E a distance of 86.18 feet to an iron pin.

Thence along a parcel that is to be merged with other land of Bonnie L. Speziali, Trustee shown as "REMAINING LAND OF KSK ASSOCIATES LLC", the following four (4) courses and distances:

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S53°33'52"E a distance of 235.19 feet to an iron pin, thence N44°15'22"E a distance of 306.19 feet to an iron pin, thence N00°00'00"W a distance of 254.26 feet to an iron pin and N88°53'20"W a distance of 167.62 feet to a drill hole.
Thence along Lot #148 N01°43'38"E a distance of 249.87 feet to a drill hole.
Thence along Lot #146 the following two (2) courses and distances:
N01°48'45"E a distance of 100.10 feet to an iron pin, thence N37°06'57"W a distance of 250.95 feet passing through a drill hole to an iron pin.
Thence along LAND OF KSK ASSOCIATES LLC TO BE MERGED WITH LAND OF COVE LANDING ASSOCIATES LLC the following seven (7) courses and distances:
N59°27'21"E a distance of 122.71 feet to an iron pin, thence N13°02'27"E a distance of 297.28 feet to an iron pin, thence N69°49'23"W a distance of 188.31 feet to an iron pin, thence N16°15'37"E a distance of 26.62 feet to an iron pin, thence N25°42'36"E a distance of 159.54 feet to a point, thence N24°21'23"E a distance of 172.98 feet to an iron pin, thence N73°32'57"W a distance of 209.14 feet to an iron pin on the easterly side of Goldfinch Terrace.
Thence said Goldfinch Terrace the following two (2) courses and distances:
along a curve to the left having a delta of 11°04'50" a radius of 175.00 feet and a length of 33.84 feet to a point, thence N02°25'20"W a distance of 34.34 feet to the point and place of beginning.

Also, an easement for forestry and maintenance purposes over the area shown and identified as "25' Access Easement to be conveyed to New England Forestry Foundation" running from "End of Town Road as per Volume 417, Page 618" from Goldfinch Terrace through the parcel shown and identified as "This Parcel to be merged with other land of Bonnie L. Speziali, Trustee," as shown on the Plan.

The Premises is Subject to:

1. A waiver of relinquishment of all access rights to and from the relocation of U.S. Route 1 and remaining land of Fred A. Beckwith with Mary H. Weaver as set forth in a deed to the State of Connecticut dated September 27, 1948 and recorded on October 15, 1948 in Volume 52, Page 407 of the East Lyme Land Records.
2. Right of access taken from land owned by Thomas A. Payne, Alice P. Spradowski and Adelaide Follows abutting Boston Post Road, U.S. Route 1, (commonly known as the New London By-Pass) by the State of Connecticut in a Certificate of Taking dated May 5, 1949 and recorded May 6, 1949 in Volume 52, Page 587 of the East Lyme Land Records.
3. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated October 15, 1956 and recorded on January 21, 1957 in Volume 69, Page 477 of the East Lyme Land Records.
4. Right of access taken in a Certificate of Taking from Frederick H. Southworth by the State of Connecticut dated September 5, 1956 and recorded on September 20, 1956 in Volume 72 at

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page 237 of the East Lyme Land Records

5. Rights of access taken in a Certificate of Taking from Alice M. Payne, Alice P. Cripps, f/k/a Alice J. Payne, and Adelaide Follows by the State of Connecticut dated June 7, 1957 and recorded on June 21, 1957 in Volume 74, Page 223 of the East Lyme Land Records.
6. Rights of access taken in a Certificate of Taking from Alice P. Cripps, f/k/a Alice J. Payne, by the State of Connecticut dated June 7, 1957 and recorded June 21, 1957 in Volume 74 at Page 224 of the East Lyme Land Records.
7. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated February 28, 1957 and recorded on July 17, 1957 in Volume 74, Page 403 of the East Lyme Land Records.
8. A Utility Easement from Horace L. Cray to Connecticut Light and Power Company dated February 16, 1972 and record on February 23, 1972 in Volume 134 at Page 654 of the East Lyme Land Records,
9. Farm/Forest/Open Space Town of East Lyme Tax Assessors Certification recorded on November 30, 2015 in Volume 956 at Page 177 of the East Lyme Land Records.
10. Forest Designation by the Town of East Lyme ending August 18, 2018 recorded in Volume 956 at Page 180 of the East Lyme Land Records.
11. Notes, restrictions and facts on a map entitled "Lot Line Modification Property to be Conveyed to New England Forestry Foundation for Property Located at Goldfinch Terrace & Egret Road Town of East Lyme - County of New London - Connecticut" dated October 9, 2017, revised to May 10, 2019, Scale 1"=100'. Said map being certified substantially correct by James Bernardo L.L.S. 70121 of Bernardo Land Surveying, 102A Spithead Road, Waterford, Connecticut 06385, (860) 447-0236, www.JBSurvey.com. Said map is on file as map number 100 DEAN 18 in the land records of the East Lyme Town Clerk.
12. A Conservation Easement from KSK Associates LLC to the Town of East Lyme dated August 14, 2012 recorded in Volume 896 at Page 169 of the Est Lyme Land Records.
13. A conservation Easement from KSK Associates to Bonnie L. Speziale Trustee dated August 15, 2014 and recorded I Volume 935 at Page 317 of the East Lyme Land Records. (Said easement consists of 11,104 Sq. Ft.)

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14. Forestry and Open Space Assessment from KSK Associates LLC to the Town of East Lyme recorded January 31, 2017 in Volume 976 at Page 243 of the East Lyme Land Records.
15. Forestry and Open Space Assessment from KSK Associates LLC to the Town of East Lyme recorded January 31, 2017 in Volume 990 at Page 382 of the East Lyme Land Records.

EXHIBIT B

USDA Community Forest and Open Space Conservation Program

NOTICE OF GRANT REQUIREMENT

The property described herein in Exhibit A, "Property Description," (Property) was acquired pursuant to a monetary grant awarded to the *New England Forestry Foundation, Inc.*, (Grant Recipient). The purpose of this acquisition is to effect the goals of the U.S. Department of Agriculture (USDA) Forest Service's *Community Forest and Open Space Conservation Program* (Community Forest Program or CFP) in accordance with the provisions of Section 7A of the *Cooperative Forestry Assistance Act* (CFAA) of 1978 as amended. Such purposes are to provide public benefits to communities including economic benefits through sustainable forest management, environmental benefits including clean air, water, and wildlife habitat; benefits from forest-based educational programs; benefits from serving as models of effective forest stewardship; and recreational benefits secured with public access; and to acquire private forest lands that are threatened by conversion to nonforest uses. Program delivery is guided by the Community Forest Program regulations (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121). In accordance with these regulations the Grant Recipient acknowledges that:

1. This Property was purchased with Federal funds in accordance with the Community Forest Program (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121);
2. The legal description for the Property is as set forth in Exhibit A, "Property Description;"
3. The address of the Grant Recipient and authorized title holder listed above is: New England Forestry Foundation, Inc. PO Box 1346, 32 Foster Street, Littleton, MA 01460.
4. This Property is designated as a 'Community Forest' pursuant to the requirements of the Community Forest Program (CFP);

The Grant Agreement with the USDA Forest Service is agreement number 16-DG-11420004-241 and it is kept on file at:

U.S. Forest Service
Eastern Region State & Private Forestry
626 E. Wisconsin Ave.
Milwaukee, WI 53202

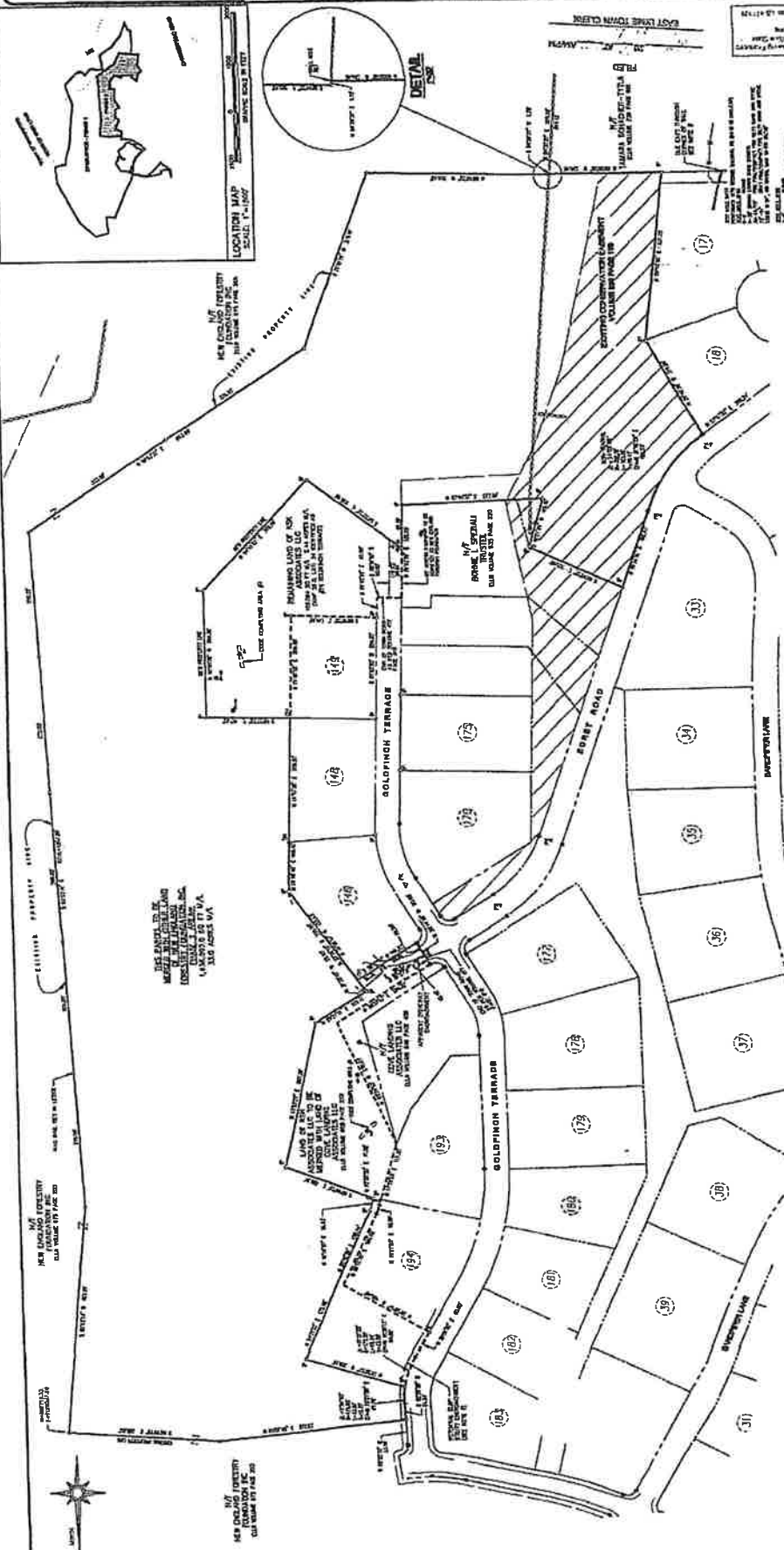
5. The Grant Recipient shall ensure that for all land(s) acquired pursuant to this grant is held in perpetuity by an eligible entity as defined by 36 CFR Part 230 (published 10/20/2011; 76 FR 65121) and that the Community Forest will be (i) managed pursuant to the grant, the Community Forest Plan, and the purpose of the CFP; (ii) will not be conveyed or encumbered, in whole or in part, to another party without written permission and instructions from the awarding agency; (iii) will be managed consistent with the purpose of the CFP;
6. In the event that the Community Forest is sold or converted to nonforest uses or a use inconsistent with the purpose of the CFP, the Grant Recipient or subsequent Community Forest landowner shall: (1) pay the United States an amount equal to the current sale price or the current appraised value of the parcel, whichever is greater; and (2) not be eligible for additional grants under the CFP.

EXHIBIT I

LOT LINE MODIFICATION
WARRANTY TO BE COMPLETED
NEW ENGLAND FORESTRY FOUNDATION
FOURMILELY LOCATED AT
GOLDFINCH TERRACE & EGRET ROAD

DATE	LOCATION	TIME
10-11-11	CHRYSLER HALL	11:00 AM
10-11-11	CHRYSLER HALL	11:00 AM
10-11-11	CHRYSLER HALL	11:00 AM

JAMES HERNANDEZ
LAND SURVEYING, LLC
1024 SPRING ROAD
WATERFORD, CONNECTICUT 06385
(860) 447-0236
WWW.JHSURVEY.COM

[illegible][illegible][illegible]

1. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
2. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
3. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
4. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
5. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
6. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
7. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
8. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
9. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:
10. THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, is hereby notified that the following information is being furnished to you for your information and use:

[illegible]

EXHIBIT 2

Geraghty & Bonnano, LLC

Attorneys at Law

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

*Also Admitted in New York
† Board Certified Trial Advocate

March 5, 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 las week regarding my client Hathaway Farm, LLC's, property located on Cedar Brook Lane known as Assessors Map 36.0 Lot 31.

As I understand Mr. Goeschel's position because the East Lyme Assessor has recently classified the subject property as "Open Space" my client would need to "subdivide" the property to allow it to be sold as a building lot.

I respectfully disagree with Mr. Goeschel's position given both the factual record of this property and the fact that the assessor has or had no legal right or ability to "classify" the property as Open Space without either a request by the landowner or a document executed by the property owner specifically subjecting this property to such use that has been recorded in the Land Records. Neither of those requirements exist as they relate to my client's. Accordingly, and simply stated, the Assessors purported classification of my client's property as "Open Space" is both incorrect and unlawful. Moreover, such a designation has financial consequences in the form of monetary penalties for someone who sells the land within a certain time period after such a designation.

As I stated earlier herein there is an extensive factual and legal background that supports my client's legal rights as it relates to this property which include;

1. This same issue was addressed by Mark Block, as legal counsel to the Town, in a memorandum to Mr. Goeschel dated February 1, 2010. **Exhibit A.** As is reflected in Attorney Block's memorandum the requirements for Open Space had therein already been met and that no more Open Space for the subdivision was required.

2. In 2010, KSK Associates, LLC, provided an additional 5.27 Acres of Open Space along Egret Road that increased the previously satisfied Open Space requirements for the subdivision despite their being no obligation to do so. The Conservation Easement was recorded in Vol. 896 Page 169 of the Land Records and a Map of the area dedicated was recorded at Drawer 6 - #595. **See Exhibit B.**

3. The Cedar Brook Lane/Catbird Lane property was included as part of a 167 $\pm$ acre lot that was expected to constitute phase 2 of the subdivision until August 6, 2019 when 162 $\pm$ acres were transferred to the New England Forestry Foundation, Inc., for conservation purposes. The deed and Conservation Easement are recorded at Vol. 1016 Page 766 of the Land Records, **Exhibit C**, and a survey map reflecting the area conveyed as well as the retained portion of the approved 167 $\pm$ acre lot was recorded at Drawer 6 #594. **Exhibit D.** I note that the retained Land is identified as "**Remaining Land of KSK Associates LLC**".

4. The conveyance of some, but not all, of the 167 $\pm$ lot was exempt from any requirements of the East Lyme Subdivision Regulations pursuant to Section 8-18 of the Conn. General Statutes which exempts and "...*excludes development for municipal and conservation purposes from the definition of subdivision*". **Exhibit E.** The effect of the transfer of the 162 $\pm$ acres to the New England Forestry Foundation for conservation purposes left the remaining land of KSK Associates the approved building lot. The lot complied with the size, set-backs and dimensional requirements of a lot in a RU-40 zone and test holes and perc tests provided septic feasibility.

5. As Mr. Goeschel is aware from prior communications to him dated September 1, 2022 and January 13th of this year the conveyance of some, but not all, of a parcel for Open Space purposes is not unlawful. In fact, it is normal and customary. On three other occasions that this office has participated in in the last four years some, but not all, of the Hathaway Property, Duval Property and Nottingham Hills property were conveyed to the East Lyme Land Trust and each of these properties were awarded DEEP Open Space Grants and subject to approvals obtained by the State of Connecticut Attorney General's Office.

6. In December of 2024, KSK Associates conveyed the entirety of the Cedar Brook Lane/Catbird Lane property to the East Lyme Land Trust. The conveyance was specifically not for conservation purposes. In fact the Warranty Deed contained the capitalized statement "**..with WARRANTY COVENANTS AND WITHOUT RESTRICTIONS,..**". The warranty deed was recorded at Volume 1118 Page 478 of the Land Records. **Exhibit F.** Simultaneously the East Lyme Land Trust conveyed a portion of the property, 1.2 acres to Hathaway Farm LLC as part of an effort to pay down outstanding financial obligations. This deed was recorded at Vol. 1118 Page 483, **Exhibit G**, and a map reflecting this transaction was recorded at Drawer 8 # 426. **Exhibit H.** The property conveyed to my client complied with the size, set-backs and dimensional requirements of a lot in an RU-40 Zone and included the area that included the test

holes and perc tests that demonstrated septic feasibility as well as the required setbacks from the feasible septic system area required by the Connecticut Public Health Code.

Given the factual background and Connecticut law, my client is entitled to convey the property as a lawfully existing building lot. The current efforts by the East Lyme Assessor, if true, would represent conduct that exceeds her legal authority in the first instance and is unlawful in the second. My client is currently under contract to sell the subject property and the Town officials position, is interfering with my client's legal rights. What the Assessor clearly has the right to do is assess my client's property as a building lot. Nothing more. Nothing less.

Accordingly, in an effort to resolve this matter expeditiously and amicably I am requesting a meeting with both of you at your earliest convenience to address this matter in detail. Absent such a meeting I will have no alternative other than to pursue all available legal relief for the economic and other damages currently being incurred by my client.

Sincerely,

Paul M. Geraghty

Cc Stephen Harney
Shelly Harney
Kristen Clarke P.E.
Anthony Novak, Esq.

Enc.

EXHIBIT A

MEMORANDUM

TO: GARY GOESCHEL, DIRECTOR OF PLANNING
FROM: MARK E. BLOCK, ESQ.
DATE: FEBRUARY 1, 2010
RE: OPEN SPACE DEDICATION - HERITAGE AT EAST LYME RESUBDIVISION

You have asked for an opinion in regards to open space dedication for the proposed resubdivision of Heritage at East Lyme. (the "Resubdivision")

The facts as related to me are that Heritage at East Lyme was, when first subdivided ("Original Subdivision"), an estimated 330 acre tract of land ("Original Tract"). The Original Subdivision contained one lot comprised of a 198 acre tract, which is the subject of the resubdivision application ("Subject Parcel"). At the time of the approval of the Original Subdivision, there was approximately 39.45 acres dedicated as open space as a condition of that approval.

The question presented is can the Planning Commission require a dedication of additional open space as part of the approval of the Resubdivision.

Conn. Gen. Stat. §8-25 provides that the Town's subdivision regulations may require the applicant by deed, payment of a fee or combination of the two, to provide the Town with open space of a value not to exceed 10% of the fair market value of the land to be subdivided "prior to the approval of the subdivision".

Section 10-5 of the Subdivision regulations is consistent with the General Statutes, and says that in arriving at the fee in lieu of the dedication of the land, the fee cannot equal more than 10% of the "fair market value of the land to be subdivided "prior to approval of the subdivision."

Further, Section 10-2-2 of the Subdivision Regulations says that if a parcel "is subdivided in stages, the open space dedication attributable to the subdivision of a portion of the entire tract" may be deferred to a later date. The critical language in this section is the reference to the subdivision being in stages and calculating open space based upon the entire tract.

There are no cases on this precise issue, so one must look to the language of the statute and the regulations. In this case the Original Tract that was submitted to the Commission for subdivision approval comprised 330 acres. The Commission required, per its regulations, that the Developer set aside open space calculated on the number of acres in the Original Tract, i.e., 330 acres. Both the Statute and the Regulations speak of the dedication for open space to be from the land to be subdivided. The Town's regulations also speak of a subdivision developed in stages, with provision for deferral of the open space.

In my opinion, since with original developer met the open space requirements at the time of the

Original Subdivision, and made that dedication out of the Original Tract, the Commission cannot require an additional dedication from the Subject Parcel, which is a resubdivision of a portion of the Original Tract/Subdivision.

M:\users\WEB\East Lynetopen space memo.wpd

EXHIBIT B

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

Lesley A. Blair
TOWN CLERK OF EAST LYME

No

6. There shall be no operation of motorized vehicles, including snowmobiles, dunebuggies and all terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, carpaths, or footpaths except as necessary to maintain existing footpaths in the current condition or as 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 shall 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) Activities or improvements as specifically approved by the Planning Commission and shown on the approved subdivision map.
- d) Access for, and the installation and maintenance of, subsurface sewage disposal systems constructed in accordance with the specifications of the State of Connecticut Department of Environmental Protection and/or the Department of Health.

Except for such restriction, such Conservation Easement areas may be used without hindrance by the owners of the servient tenements.

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.

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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.

Lesley A. Blais
Lesley A. Blais

KSK Associates, LLC

By Stephen F. Harney
Stephen F. Harney Its Member

Anna M. Johnson
Anna M. Johnson

STATE OF CONNECTICUT)

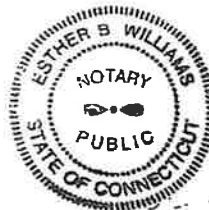
) SS Niantic

November 8, 2010

COUNTY OF NEW LONDON)

Personally appeared Stephen F. Harney, Member of KSK Associates, LLC, duly authorized, signer and sealer of the foregoing instrument, and who acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me,

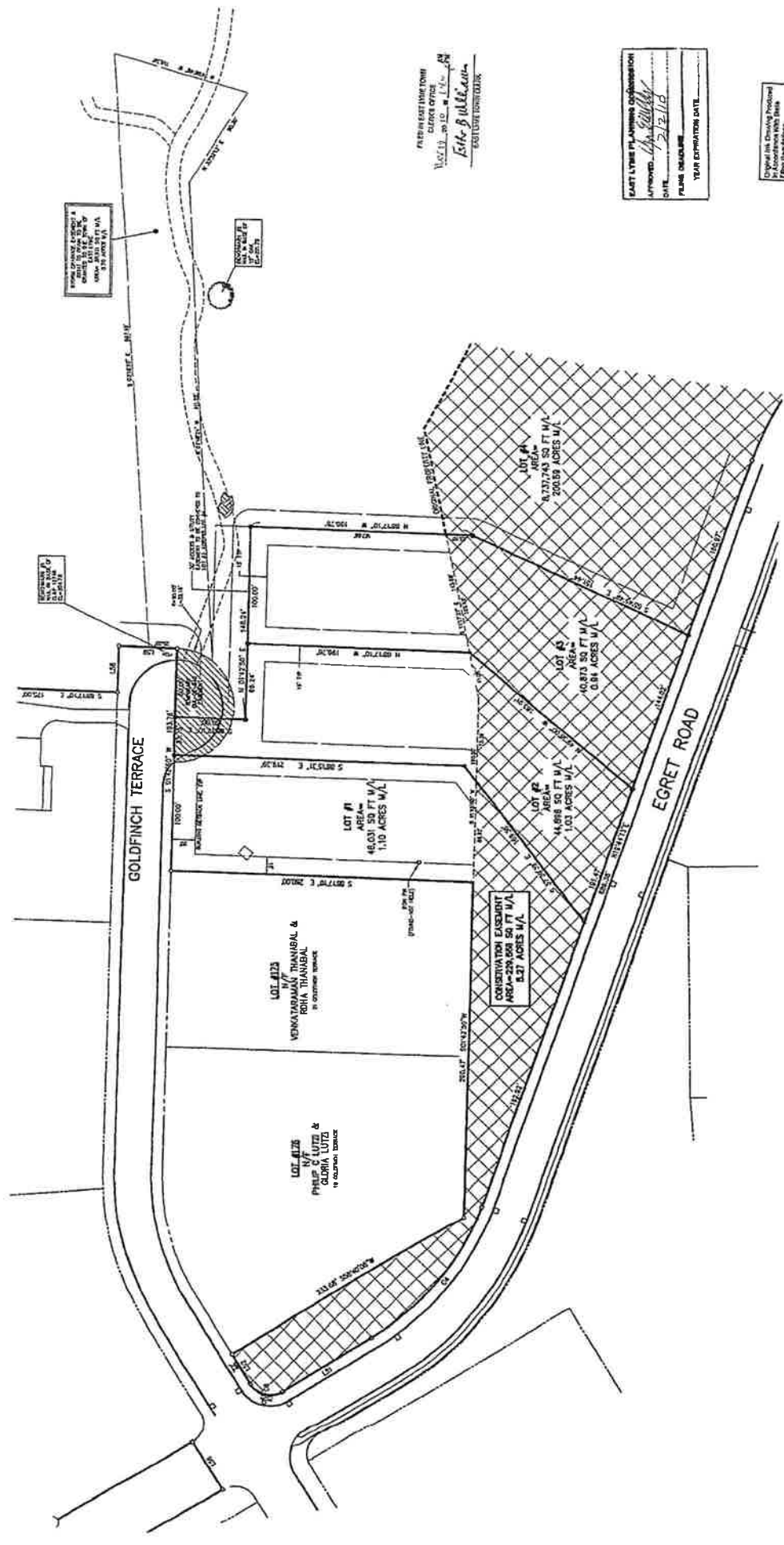
Esther B. Williams
Commissioner of Superior Court
Notary Public
My Commission Expires:



Esther B. Williams
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 26, 2013

Recorded August 14 2012
AM
9:00 PM Lesley A. Blais
East Lyme Town Clerk

Drawn 6 #594



FILED IN EAST LYME TOWN
CLERK'S OFFICE
10/23/2009
10/23/2009
10/23/2009

EAST LYME PLANNING COMMISSION
APPROVED: [Signature]
DATE: 10/23/2009
PLANNING COMMISSION
YEAR EXPIRATION DATE: 10/23/2011

Original in, Existing Provisions
in Association with State
Regulations
James Bernardo, L.S. 70012

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

DATE: OCTOBER 2, 2009
SUBMITTER: J.B.
SUBMIT NO.: 08040-4
SHEET NO.: 3 OF 5

NO.	DATE	DESCRIPTION	REVISIONS
1	10/23/2009	PRELIMINARY LAYOUT & NOTES TO SUBMIT	
2	10/23/2009	REVISIONS TO THE PLAN	
3	10/23/2009	REVISIONS TO THE PLAN	
4	10/23/2009	REVISIONS TO THE PLAN	



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

REGISTERED PROFESSIONAL LAND SURVEYOR
JAMES BERNARDO, L.S. 70012
DATE: 10/23/2009



EXHIBIT C

WARRANTY DEED

To All People to Whom These Presents Shall Come, GREETING:

KNOW YE, THAT KSK Associates, LLC, a Connecticut limited liability company with a place of business in the Town of East Lyme, County of New London, and State of CT, for the consideration of **One and No/100 (\$1.00) Dollar** received to its full satisfaction of **New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, with a place of business in Littleton, MA** does give, grant, bargain, sell and confirm unto the said New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, the premises described in Exhibit A attached hereto and made a part hereof (the "Premises").

The Premises is conveyed subject to: (i) the "Conservation and Public Recreation Easement and Agreement" included herein, (ii) the "USDA Community Forest and Open Space Conservation Program Notice of Grant Requirement" attached hereto as Exhibit B and made a part hereof, and (iii) a covenant enforceable by the Town of East Lyme that the Grantee shall refrain from selling, transferring or developing such land in a manner inconsistent with its classification as open space land pursuant to Connecticut General Statutes Sec. 12-107e for a period of not less than eight years from the date of transfer. This covenant is placed in this deed pursuant to Conn. General Statutes Sec. 12-504c.

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

And Also, the said Grantor does for its heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, it 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 binds itself and its heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

As referenced above, the Premises are conveyed subject to the following:

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

NIANTIC RIVER HEADWATERS OSWA 520

WHEREAS, KSK Associates, LLC of East Lyme, Connecticut hereby conveys the Premises, subject to this CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT, to the New England Forestry Foundation, Inc., (the Premises being the same land described in Exhibit A; i.e. 33.0± acres of real property located in the territorial limit of the Town of East Lyme).

WHEREAS, in addition to its value as a natural area, the Premises is also a scenic resource of the State of Connecticut;

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 New England Forestry Foundation, Inc., is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, including management for wildlife habitat and the sustainable production of wood products and New England Forestry Foundation, Inc., has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut 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;

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 predominantly 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 New England Forestry Foundation, Inc.;

WHEREAS, New England Forestry Foundation, Inc., and the State of Connecticut agree that limited public recreation on the Premises can be provided without significant impact to the natural resources on the Premises, conservation of those resources having been the primary reason for its acquisition by New England Forestry Foundation, Inc.;

NOW, THEREFORE, the New England Forestry Foundation, Inc. a Massachusetts nonprofit corporation having an address at 32 Foster Street, Littleton, Massachusetts 01460 (the "Conservation Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction from the STATE OF CONNECTICUT, a sovereign (the "Holder"), and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, Conservation Grantor, its successors and assigns, does hereby accept this deed from KSK Associates, LLC and gives, grants, bargains, sells, conveys and confirms in perpetuity unto the HOLDER and its successors or assigns forever, with Warranty Covenants, this Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over the Premises (being the real property situated in the Town of East Lyme, County of New London, State of Connecticut, described in Exhibit A).

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Premises will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Premises, while preventing any use of the Premises that will significantly impair or interfere with the conservation values or interests of the Premises, 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 Premises except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Conservation 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 Conservation Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Conservation Grantor reserves the right to manage and monitor the Premises 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 Premises for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Conservation Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Premises by the general public. All rights not specifically granted are hereby reserved by Conservation Grantor.

3. Provision of Public Recreation. The Conservation Grantor agrees to allow the public access to the Premises 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 shall be defined as any resident of any municipality, state, country or nation. The Conservation Grantor may develop passive recreational facilities and support facilities for those passive activities on the Premises if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting (only by individuals with valid hunting licenses and permits who have permission of the Conservation Grantor), non-motorized boating and environmental education.

4. Other Activities. No commercial, industrial, quarrying, or mining activities are permitted on the Premises.

5. Forest Management. The Conservation Grantor reserves the right to remove trees, shrubs, and other vegetation as part of a Forest Management Plan ("Plan"). The Plan shall be designed to protect the Conservation Values or Interests of the Premises, as described in "The Connecticut Comprehensive Open Space Acquisition Strategy" (Green Plan) 2016 - 2020, with best management practices in accordance with the guidelines of the State of Connecticut Department of Energy and Environmental Protection, or its successor agency; shall be designed to minimize erosion or sedimentation of the Premises; and shall be approved in writing by the State Forester, as defined in CGS Section 23-19, or his or her designee. If Conservation Grantor does not receive approval of the Plan within sixty (60) days of its delivery to the State Forester the Conservation Grantor may deem the plan to have been approved. The Plan shall be prepared by a professional forester licensed to practice forestry in Connecticut. The preparer of the Plan shall certify in writing that the Plan and all amendments and updates comply with the terms of this Conservation Easement. The Plan also shall provide for sustainable management of the Premises in a manner consistent with generally accepted "Best Management Practices" to protect soil resources and water quality, as those practices may be identified from time to time by programs recognized as appropriate by state agency authorities, and in a manner not wasteful of soil resources or detrimental to water quality or to the conservation purposes listed in Section 1 hereof. The Plan may be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound forest management of the Premises. A Plan for the Premises shall be completed within two (2) years from the date this deed is recorded, or before any harvest of forest products occurs on the Premises, whichever shall occur first. The Conservation Grantor shall update the Plan at least every ten years thereafter to the extent that the Conservation Grantor desires to continue to conduct forestry activities on the Premises. All forest

product-harvesting operations shall be conducted in accordance with applicable law. All updates to the Plan will be subject to the review and approval of the State Forester.

6. 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 Premises except that vegetative waste may be composted, and other waste generated by permitted uses on the Premises 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 and Conservation Grantor covenant and represent that, to the best of their knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Premises, and that there are not now any underground storage tanks located on the Premises.

7. Costs and Taxes. Conservation Grantor acknowledges that the Holder has no possessory rights in the Premises, nor any responsibility or right to control, maintain, or keep up the Premises. Conservation 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 herein. Conservation Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Premises 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.

Conservation Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises 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 Conservation 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 Conservation 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 Conservation Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

8. Subdivision Limitation and Subsequent Transfers. The Premises 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 Premises may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Conservation Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Conservation Grantor in any subsequent deed or other legal instrument by which the Conservation Grantor divests either the fee simple title or possessory interest in the Premises, and Conservation Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

9. Miscellaneous.

- a) Grantor and Conservation Grantor represent that as of the date of this grant there are no liens or mortgages outstanding against the Premises. 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 Premises 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 Conservation 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 Premises made after the date of this grant. Holder will use such proceeds for its conservation purposes.

10. Remedies and Enforcement.

- a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Premises 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 Conservation Grantor hereby waives any defense of laches, prescription, or estoppel.
- c) Conservation Grantor is not responsible for injury to or change in the Premises 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 Conservation Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises 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, Conservation 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 Premises 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.

11. Notices. Any notice to Holder required herein 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 Conservation Grantor required herein must be made by certified mail, return receipt requested, addressed to:

Executive Director
New England Forestry Foundation, Inc.
32 Foster Street -- P.O. Box 1346
Littleton, MA 01460-1346

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated herein, 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.

VOL: 1016 PG: 766
INST: 00002078

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal this 6th day of AUGUST in the year of our Lord Two Thousand Nineteen.

Signed, sealed and delivered in the
Presence of:

Nikki Swenseid
Nikki Swenseid witness

KSK Associates, LLC

By: [Signature] (LS)

Stephen F. Harney
Managing Member

Tammie Hand
Tammie Hand witness

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK ss: CITY OF SOUTHPORTE

On this, the 6th day of AUGUST, 2019, before me, the undersigned officer, personally appeared Stephen F. Harney, known to me to be the person whose name is subscribed to in this instrument and who acknowledged the same to be his free act and deed as the managing member of KSK Associates, LLC and that he executed this instrument for the purposes therein contained and executed this instrument on behalf of KSK Associates, LLC.

In Witness Whereof, I hereunto set my hand and official seal.

Mallory H. Willis
Commissioner of the Superior Court
Notary Public Mallory H. Willis
My Commission Expires on: SEP. 29, 2021

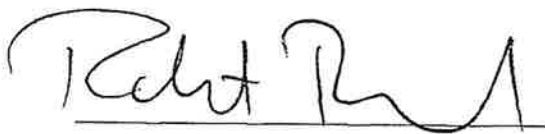


THE NEW ENGLAND FORESTRY FOUNDATION, INC. hereby accepts this deed and covenants that it shall HAVE AND HOLD the above granted and bargained Conservation Easement unto the said Holder and that it will WARRANT AND DEFEND the Premises to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

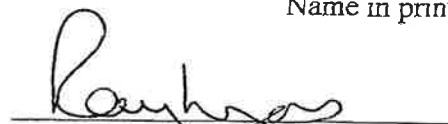
IN WITNESS WHEREOF, the New England Forestry Foundation, Inc. and State of Connecticut hereto have set their hands.

NEW ENGLAND FORESTRY FOUNDATION, INC. WITNESSES

Signature
Name in print



Robert Perschel, Executive Director
Duly Authorized


Name Ray Lyons
Name Holly Mansfield

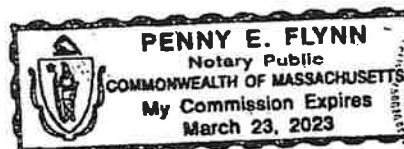
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

SS. TOWN OF LITTLETON

The foregoing instrument was acknowledged before me this 7th day of August 2019, by Robert Perschel, Executive Director of the New England Forestry Foundation, Inc., a Commonwealth of Massachusetts corporation, on behalf of the corporation.



Notary Public
My Commission Expires _____



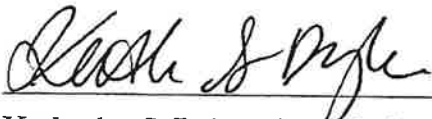
STATE OF CONNECTICUT

The foregoing Conservation Easement is accepted this 16th day of August 2019 by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, Pursuant to Connecticut General Statutes Section 7-131d(e).

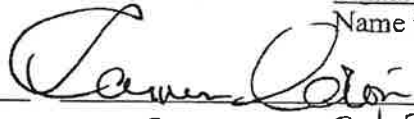
WITNESSES

Signature

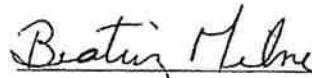
Name in print



Katherine S. Dykes, Commissioner
Department of Energy and Environmental Protection



Name CARMEN Colon



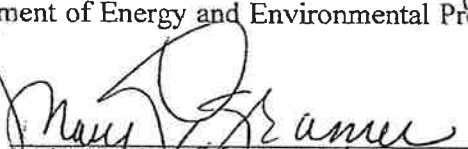
Name Beatriz Milne

STATE OF CONNECTICUT)

SS. CITY OF HARTFORD

COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 16th day of August 2019, by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, State of Connecticut for the State of Connecticut.


Mary G. Greener
Commissioner of the Superior Court

Notary Public

My Commission Expires 2/28/2023

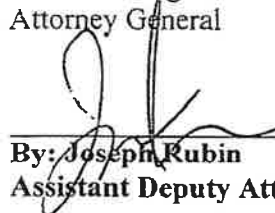


STATUTORY AUTHORITY

Connecticut General Statutes
Section 7-131d(e)

APPROVED

William Tong
Attorney General



By: Joseph Rubin
Assistant Deputy Attorney General

Date

8/22/19

EXHIBIT A

The land being acquired by New England Forestry Foundation, Inc. and upon which a permanent Conservation is being placed is described further by means of the following property description.

All that certain piece or parcel of land with all of the improvements thereon, if any, situated on the eastern highway line of Goldfinch Terrace in the Town of East Lyme, County of New London and State of Connecticut, labeled as "THIS PARCEL TO BE MERGED WITH OTHER LAND OF NEW ENGLAND FORESTRY FOUNDATION, INC. Phase 2 Area = 1,436,092.0 SQ FT M/L 33.0 Acres M/L" on a map entitled "LOT LINE MODIFICATION PROPERTY TO BE CONVEYED TO NEW ENGLAND FORESTRY FOUNDATION FOR PROPERTY LOCATED AT GOLDFINCH TERRACE & EGRET ROAD TOWN OF EAST LYME - COUNTY OF NEW LONDON - CONNECTICUT" October 9, 2017, revised to May 10, 2019, Scale 1"=100'. Said map being certified substantially correct by James Bernardo L.L.S. 70121, Bernardo Land Surveying, LLC 102A Spithead Road, Waterford, Connecticut 06385. Said map being recorded in the Town Clerks Office of the Town of East Lyme as map number 100-0000008 (the "Plan") to which reference may be had for a more particular description, and which parcel is more particularly bounded and described as follows:

Beginning at a point marked by a rebar on the easterly side of Goldfinch Terrace, said point being a southwest corner of land N/F of New England Forestry Foundation, Inc. (NEFF) and a northwest corner of the herein described parcel.

Thence running easterly along land of said NEFF the following two (2) courses and distances: N84°01'48"E a distance of 377.63 feet to a rebar, thence S85°48'19"E a distance of 296.62 feet to a rebar, said point being the northeast corner of the herein described parcel.

Thence southerly along said NEFF the following two (2) courses and distances: S05°42'24"W a distance of 463.59 feet to a rebar, thence S03°23'41"E a total distance of 1357.20 feet to a rebar, this total distance is further marked by intermediate points on the following distances, 270.00 feet, 266.00 feet, 299.00 feet 272.00 feet and 250.20 feet, said point being a southeast corner of the herein described parcel.

Thence along said NEFF S56°53'37"W a total distance of 663.98 feet to a rebar, this total distance is further marked by an intermediate rebar on the following distances, 333.98 feet and 330.30 feet, Thence S21°10'10"W a distance of 374.16 feet to a rebar, said point being a southeast corner of the herein described parcel.

Thence N88°44'22"W a distance of 363.43 feet to a stone wall, thence S04°30'37"W a distance of 1.7 feet to a drill hole.

Thence along land N/F Tamara Schacher-Tytla N90°00'00"W a distance of 224.46' to a rebar, being the southwest corner of the herein described parcel.

Thence along said Schacher-Tytla and Lot #17, in part by each, N06°42'32"E a distance of 337.25 feet to a point.

Thence along Lot #18 N29°49'25"W a distance of 219.56 feet to a concrete monument at the eastern street line of Egret Road.

Thence along said Egret Road the following two (2) courses and distances: along a curve to the left having a Delta of 34°02'06" a radius of 325.00' a chord bearing & distance of N36°46'09"E a distance of 190.23 feet and a length of 193.06' to a concrete monument, thence N19°44'41"E a distance of 160.97 feet to an iron pin.

Thence along land N/F Bonnie L. Speziali, Trustee the following four (4) courses and distances: S65°45'21"E a distance of 203.65 feet to an iron pin, thence S16°57'24"W a distance of 101.50 feet to an iron pin, thence N87°44'51"E a distance of 277.94 feet to a point, thence N01°43'50"E a distance of 86.18 feet to an iron pin.

Thence along a parcel that is to be merged with other land of Bonnie L. Speziali, Trustee shown as "REMAINING LAND OF KSK ASSOCIATES LLC", the following four (4) courses and distances:

S53°33'52"E a distance of 235.19 feet to an iron pin, thence N44°15'22"E a distance of 306.19 feet to an iron pin, thence N00°00'00"W a distance of 254.26 feet to an iron pin and N88°53'20"W a distance of 167.62 feet to a drill hole.

Thence along Lot #148 N01°43'38"E a distance of 249.87 feet to a drill hole.

Thence along Lot #146 the following two (2) courses and distances:

N01°48'45"E a distance of 100.10 feet to an iron pin, thence N37°06'57"W a distance of 250.95 feet passing through a drill hole to an iron pin.

Thence along LAND OF KSK ASSOCIATES LLC TO BE MERGED WITH LAND OF COVE LANDING ASSOCIATES LLC the following seven (7) courses and distances:

N59°27'21"E a distance of 122.71 feet to an iron pin, thence N13°02'27"E a distance of 297.28 feet to an iron pin, thence N69°49'23"W a distance of 188.31 feet to an iron pin, thence N16°15'37"E a distance of 26.62 feet to an iron pin, thence N25°42'36"E a distance of 159.54 feet to a point, thence N24°21'23"E a distance of 172.98 feet to an iron pin, thence N73°32'57"W a distance of 209.14 feet to an iron pin on the easterly side of Goldfinch Terrace.

Thence said Goldfinch Terrace the following two (2) courses and distances:

along a curve to the left having a delta of 11°04'50" a radius of 175.00 feet and a length of 33.84 feet to a point, thence N02°25'20"W a distance of 34.34 feet to the point and place of beginning.

Also, an easement for forestry and maintenance purposes over the area shown and identified as "25' Access Easement to be conveyed to New England Forestry Foundation" running from "End of Town Road as per Volume 417, Page 618" from Goldfinch Terrace through the parcel shown and identified as "This Parcel to be merged with other land of Bonnie L. Speziali, Trustee," as shown on the Plan.

The Premises is Subject to:

1. A waiver of relinquishment of all access rights to and from the relocation of U.S. Route 1 and remaining land of Fred A. Beckwith with Mary H. Weaver as set forth in a deed to the State of Connecticut dated September 27, 1948 and recorded on October 15, 1948 in Volume 52, Page 407 of the East Lyme Land Records.
2. Right of access taken from land owned by Thomas A. Payne, Alice P. Spradowski and Adelaide Follows abutting Boston Post Road, U.S. Route 1, (commonly known as the New London By-Pass) by the State of Connecticut in a Certificate of Taking dated May 5, 1949 and recorded May 6, 1949 in Volume 52, Page 587 of the East Lyme Land Records.
3. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated October 15, 1956 and recorded on January 21, 1957 in Volume 69, Page 477 of the East Lyme Land Records.
4. Right of access taken in a Certificate of Taking from Frederick H. Southworth by the State of Connecticut dated September 5, 1956 and recorded on September 20, 1956 in Volume 72 at

5. Rights of access taken in a Certificate of Taking from Alice M. Payne, Alice P. Cripps, f/k/a Alice J. Payne, and Adelaide Follows by the State of Connecticut dated June 7, 1957 and recorded on June 21, 1957 in Volume 74, Page 223 of the East Lyme Land Records.
6. Rights of access taken in a Certificate of Taking from Alice P. Cripps, f/k/a Alice J. Payne, by the State of Connecticut dated June 7, 1957 and recorded June 21, 1957 in Volume 74 at Page 224 of the East Lyme Land Records.
7. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated February 28, 1957 and recorded on July 17, 1957 in Volume 74, Page 403 of the East Lyme Land Records.
8. A Utility Easement from Horace L. Crary to Connecticut Light and Power Company dated February 16, 1972 and record on February 23, 1972 in Volume 134 at Page 654 of the East Lyme Land Records,
9. Farm/Forest/Open Space Town of East Lyme Tax Assessors Certification recorded on November 30, 2015 in Volume 956 at Page 177 of the East Lyme Land Records.
10. Forest Designation by the Town of East Lyme ending August 18, 2018 recorded in Volume 956 at Page 180 of the East Lyme Land Records.
11. Notes, restrictions and facts on a map entitled "Lot Line Modification Property to be Conveyed to New England Forestry Foundation for Property Located at Goldfinch Terrace & Egret Road Town of East Lyme - County of New London - Connecticut" dated October 9, 2017, revised to May 10, 2019, Scale 1"=100'. Said map being certified substantially correct by James Bernardo L.L.S. 70121 of Bernardo Land Surveying, 102A Spithead Road, Waterford, Connecticut 06385, (860) 447-0236, www.JBSurvey.com. Said map is on file as map number 100 DEAD in the land records of the East Lyme Town Clerk.
12. A Conservation Easement from KSK Associates LLC to the Town of East Lyme dated August 14, 2012 recorded in Volume 896 at Page 169 of the Est Lyme Land Records.
13. A conservation Easement from KSK Associates to Bonnie L. Speziale Trustee dated August 15, 2014 and recorded I Volume 935 at Page 317 of the East Lyme Land Records. (Said easement consists of 11,104 Sq. Ft.)

VOL= 1016 PG= 772
INST= 00002078

14. Forestry and Open Space Assessment from KSK Associates LLC to the Town of East Lyme recorded January 31, 2017 in Volume 976 at Page 243 of the East Lyme Land Records.
15. Forestry and Open Space Assessment from KSK Associates LLC to the Town of East Lyme recorded January 31, 2017 in Volume 990 at Page 382 of the East Lyme Land Records.

EXHIBIT B

USDA Community Forest and Open Space Conservation Program

NOTICE OF GRANT REQUIREMENT

The property described herein in Exhibit A, "Property Description," (Property) was acquired pursuant to a monetary grant awarded to the *New England Forestry Foundation, Inc.*, (Grant Recipient). The purpose of this acquisition is to effect the goals of the U.S. Department of Agriculture (USDA) Forest Service's *Community Forest and Open Space Conservation Program* (Community Forest Program or CFP) in accordance with the provisions of Section 7A of the *Cooperative Forestry Assistance Act* (CFAA) of 1978 as amended. Such purposes are to provide public benefits to communities including economic benefits through sustainable forest management, environmental benefits including clean air, water, and wildlife habitat; benefits from forest-based educational programs; benefits from serving as models of effective forest stewardship; and recreational benefits secured with public access; and to acquire private forest lands that are threatened by conversion to nonforest uses. Program delivery is guided by the Community Forest Program regulations (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121). In accordance with these regulations the Grant Recipient acknowledges that:

1. This Property was purchased with Federal funds in accordance with the Community Forest Program (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121);
2. The legal description for the Property is as set forth in Exhibit A, "Property Description;";
3. The address of the Grant Recipient and authorized title holder listed above is: New England Forestry Foundation, Inc. PO Box 1346, 32 Foster Street, Littleton, MA 01460.
4. This Property is designated as a 'Community Forest' pursuant to the requirements of the Community Forest Program (CFP);

The Grant Agreement with the USDA Forest Service is agreement number 16-DG-11420004-241 and it is kept on file at:

U.S. Forest Service
Eastern Region State & Private Forestry
626 E. Wisconsin Ave.
Milwaukee, WI 53202

5. The Grant Recipient shall ensure that for all land(s) acquired pursuant to this grant is held in perpetuity by an eligible entity as defined by 36 CFR Part 230 (published 10/20/2011; 76 FR 65121) and that the Community Forest will be (i) managed pursuant to the grant, the Community Forest Plan, and the purpose of the CFP; (ii) will not be conveyed or encumbered, in whole or in part, to another party without written permission and instructions from the awarding agency; (iii) will be managed consistent with the purpose of the CFP;
6. In the event that the Community Forest is sold or converted to nonforest uses or a use inconsistent with the purpose of the CFP, the Grant Recipient or subsequent Community Forest landowner shall: (1) pay the United States an amount equal to the current sale price or the current appraised value of the parcel, whichever is greater; and (2) not be eligible for additional grants under the CFP.

EXHIBIT D

LOCATION MAP
SCALE: 1" = 1000'

REVISIONS

NO.	DESCRIPTION	DATE
1	PREPARED FOR THE TOWN OF WEST LANE	1-10-18
2	REVISIONS	1-10-18

PROPERTY SURVEY
NEW ENGLAND FORESTRY FOUNDATION
PROPERTY SURVEY
CEDARBROOK LANE LODGE TURNPIKE & GOLDFINCH TERRACE
TOWN OF WEST LANE, COUNTY OF NEW LONDON, CONNECTICUT

GRAPHIC SCALE
1" = 1000'

TABLE OF REFERENCES

NO.	DESCRIPTION	DATE
1	DEED TO THE TOWN OF WEST LANE	1-10-18
2	DEED TO THE TOWN OF WEST LANE	1-10-18
3	DEED TO THE TOWN OF WEST LANE	1-10-18
4	DEED TO THE TOWN OF WEST LANE	1-10-18
5	DEED TO THE TOWN OF WEST LANE	1-10-18
6	DEED TO THE TOWN OF WEST LANE	1-10-18
7	DEED TO THE TOWN OF WEST LANE	1-10-18
8	DEED TO THE TOWN OF WEST LANE	1-10-18
9	DEED TO THE TOWN OF WEST LANE	1-10-18
10	DEED TO THE TOWN OF WEST LANE	1-10-18

EXHIBIT E

EXHIBIT F

[Go to previous versions of this Section](#)

2020 Connecticut General Statutes

Title 8 - Zoning, Planning, Housing and Economic and Community Development

Chapter 126 - Municipal Planning Commissions

Section 8-18 - Definitions.

Universal Citation: CT Gen Stat § 8-18.(2020)

As used in this chapter: "Commission" means a planning commission; "municipality" includes a city, town or borough or a district establishing a planning commission under section 7-326; "subdivision" means the division of a tract or parcel of land into three or more parts or lots made subsequent to the adoption of subdivision regulations by the commission, for the purpose, whether immediate or future, of sale or building development expressly excluding development for municipal, conservation or agricultural purposes, and includes resubdivision; "resubdivision" means a change in a map of an approved or recorded subdivision or resubdivision if such change (a) affects any street layout shown on such map, (b) affects any area reserved thereon for public use or (c) diminishes the size of any lot shown thereon and creates an additional building lot, if any of the lots shown thereon have been conveyed after the approval or recording of such map; "cluster development" means a building pattern concentrating units on a particular portion of a parcel so that at least one-third of the parcel remains as open space to be used exclusively for recreational, conservation and agricultural purposes except that nothing herein shall prevent any municipality from requiring more than one-third open space in any particular cluster development; "town" and "selectmen" include district and officers of such district, respectively.

(1949 Rev., S. 853; 1953, S. 384d; 1959, P.A. 577, S. 2; 679, S. 1; 1967, P.A. 221; 677, S. 1; P.A. 77-545, S. 1; P.A. 91-395, S. 2, 11.)

History: 1959 acts added district to definition of municipality, added words "parts or" before "lots" in definition of subdivision and added definition of town and selectmen; 1967 acts included changes which create additional building lot or lots in definition of "resubdivision" and excluded development for municipal and conservation purposes from definition of "subdivision"; P.A. 77-545 redefined "subdivision" to specify divisions made after adoption of subdivision regulations by commission; P.A. 91-395 added the definition of "cluster development".

Definition of subdivision and resubdivision discussed. 146 C. 570. Cited. 149 C. 630. There is no authority for commission to adopt as a regulation definition of "subdivision" which modifies, restricts or enlarges upon statutory definition. 151 C. 450. Cited. 172 C. 60; 219 C. 303; 222 C. 216; Id., 294; 227 C. 601. Appropriate inquiry under section is whether one lot has been divided into 3 or more units, not whether topography of lot is maintained or the degree of lot line adjustment. 330 C. 502.

Cited. 5 CA 509; 8 CA 556; 18 CA 159; 20 CA 462; 23 CA 75; 29 CA 28. A map is not a resubdivision unless it alters a "subdivision". 173 CA 256. The mere changing of lot lines or adding additional land to lots, no matter how sizeable, does not constitute a "subdivision"; Legislature intended the word "parts" to refer to separate but whole, not fractional, members of a tract of land, thus, when the word "parts" is read in light of its commonly approved usage and together with the definition of "resubdivision" under this section, its meaning is plain and unambiguous, and is to be read together with the word "lots" so as to clarify the latter's meaning. 199 CA 115.

Cited. 43 CS 508.

Disclaimer: These codes may not be the most recent version. Connecticut may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

WARRANTY DEED-STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE
KSK ASSOCIATES, LLC of the City of Southport, County of Brunswick and State of North Carolina, for consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration grants to **the EAST LYME LAND TRUST, INC.** of the Town of East Lyme, County of New London and State of Connecticut with **WARRANTY COVENANTS AND WITHOUT RESTRICTIONS**, all that certain parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut known as Assessors Map 36.0 Lot 31 being further bounded and described on Schedule A attached hereto.

Said Premises are conveyed subject to:

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

Real Property Taxes on the 2024 Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.

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

IN WITNESS WHEREOF, the Grantor has/have caused these presents to be executed
on this 12th day of ~~October~~ ^{NOVEMBER} 2024.

Witnessed by:

Joyce Thomas
Name Joyce Thomas
[Signature]
Name

KSK ASSOCIATES, LLC.

[Signature]
By: Stephen Harney, Managing Member

STATE OF NORTH CAROLINA)

COUNTY OF BRUNSWICK)

ss:

On this 12th day of ~~October~~ ^{NOVEMBER} 2024, before me, the undersigned officer,
personally appeared Stephen Harney, as Managing Member of KSK ASSOCIATES
LLC, known to me (or satisfactorily proven) to be the persons whose name is
transcribed to the foregoing document and acknowledged same to be his/her free act
and deed, and the free act and deed of the company, before me.

[Signature]
Notary Public
My Commission Expires 8/8/27



SCHEDULE A

A certain piece or parcel of land located on the northeasterly side of Cedarbrook Lane known as Town of East Lyme Assessors Map 36.0 Lot 31. Said piece or parcel of land is further identified as "Remaining Land of KSK Associates LLC" on a map entitled "Property Survey, Property to be conveyed to New England Forestry Foundation for Property Located at Governor John Davis Lodge Turnpike, Cedarbrook Lane, Catbird Lane & Goldfinch Terrace, 1" =200', Dated May 10, 2016 and recorded at Drawer 6 #796 of the Town of East Lyme Land Records on October 4, 2016.

Beginning at a point on the northerly street line of Cedarbrook Lane at the northwesterly corner of Lot 64;

Thence running N 53°07'48" W along the northerly street line of Cedarbrook Lane a distance of 286.51' to a concrete monument;

THENCE with a curve turning to the right with an arc length of 101.10', a radius of 225.99', a chord bearing of N 40°18'50" W and a chord length of 100.26';

THENCE running N 74°53'44" E along the street line of Cedarbrook Lane a distance of 21.55';

THENCE running S 77°10'02" E along land now or formerly of Mindy G. Honer, Trustee a distance of 149.41' to a point;

THENCE running N 74°53'44" E along land now or formerly of Mindy G. Honer, Trustee a distance of 125.00' to a point;

THENCE running N 15°06'16" W along land now or formerly of Mindy G. Honer, Trustee a distance of 70.00' to a point;

THENCE running N 74°53'44" E along land now or formerly of Mindy G. Honer, Trustee a distance of 139.79' to a point;

THENCE running N 79°26'43" E along land now or formerly of Evan D. Gross a distance of 330.86' to a point;

THENCE running N 77°45'47" W along land now or formerly of Evan D. Gross a distance of 400.00' to a point at land now or formerly of New England Forestry Foundation Inc.;

THENCE running S 54°57'44" E along land of said New England Forestry Foundation Inc a distance of 125.95' to a point;

EXHIBIT G

THENCE running S 24°06'01" W along Lots 68, 67 and a portion of Lot 66 a distance of 433.55' to a point;

THENCE running S 41°52'45" W along Lots 66 & 65 a distance of 329.46' to a point;

THENCE running S 60°26'02" E along Lot 65 a distance of 259.81' to a point on the northerly street line of Catbird Lane;

THENCE running S 29°33'58" W along the northerly street line of Catbird Lane a distance of 115.00' to a concrete monument;

THENCE with a curve turning to the right with an arc length of 33.04', a radius of 20.00', a chord bearing of S 76°53'30" W, and a chord length of 29.41';;

THENCE running along the easterly street line of Cedarbrook Lane with a compound curve turning to the right with an arc length of 127.17', a radius of 575.00', a chord bearing of N 49°26'50" W, and a chord length of 126.91';

THENCE running N 43°06'43" W along the easterly street line of Cedarbrook Lane a distance of 155.21' to a point;

THENCE running N 41°52'45" E along Lots 55 & 56 a distance of 396.75' to a point;

THENCE running N 24°06'01" E along Lots 56 & 59 a distance of 214.51' to a point;

THENCE running N 02°17'28" E along Lot 59 a distance of 238.68' to a point;

THENCE running N 77°11'43" W along Lots 59 & 60 a distance of 398.36' to a point;

THENCE running S 60°08'43" W along Lots 60 & 62 a distance of 204.95' to a point;

THENCE running S 41°52'44" W along Lots 62, 63 & 64 a distance of 398.50' to the point of beginning,

Said parcel having an area of 168,692.5 Square Feet, 3.873 Acres

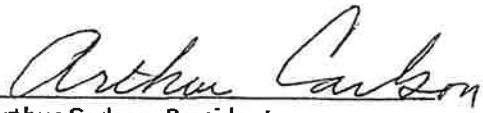
VOL: 1118 PG: 482
INST: 00002721

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

Signed, Sealed and Delivered
In the presence of

EAST LYME LAND TRUST, INC.



By 
Arthur Carlson, President

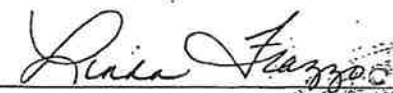


STATE OF CONNECTICUT

ss New London

COUNTY OF NEW LONDON

The foregoing Instrument was acknowledged before me this 23rd December day of November, 2024 by Arthur Carlson, President of the East Lyme Land Trust, Inc., a State of Connecticut Corporation, on behalf of said corporation.


Notary
My commission expires

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

RECEIVED FOR RECORD
Dec 27, 2024 08:38:48A
Karen Miller Galbo
TOWN CLERK
EAST LYME, CT

VOL: 1118 PG: 483
INST: 00002722

WARRANTY DEED-STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE
EAST LYME LAND TRUST, INC. of the Town of East Lyme, County of New London
and State of Connecticut, for consideration of **ONE DOLLAR (\$1.00)** and other good
and valuable consideration grants to **HATHAWAY FARM LLC** of the City of Dover,
County of Kent and State of Delaware with **WARRANTY COVENANTS AND WITHOUT**
RESTRICTIONS, a portion of that certain parcel of land situated in the Town of East
Lyme, County of New London and State of Connecticut known as Assessors Map 36:0
Lot 31- Catbird Lane being further bounded and described on Schedule A attached
hereto.

Said Premises are conveyed subject to:

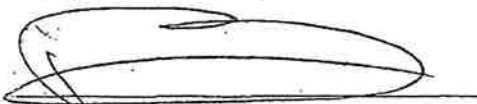
Any and all provisions of any municipal ordinance or regulation or public or
private law with special reference to the provisions of any zoning regulations and
regulations governing the said Premises.

Real Property Taxes on the 2024 Grand List and any municipal liens or
assessments becoming due and payable on or after the delivery of this Deed.

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

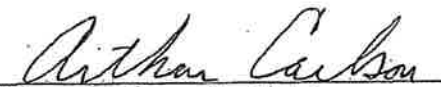
IN WITNESS WHEREOF, the Grantor has/have caused these presents to be executed
on this 23 day of December 2024.

Witnessed by:


Name

EAST LYME LAND TRUST, INC.


Name

By: 
Arthur Carlson, President

STATE OF CONNECTICUT

)
)
)

ss:

COUNTY OF NEW LONDON

On this 23rd day of December, 2024, before me, the undersigned officer,
personally appeared Arthur Carlson, as Manager of East Lyme Land Trust, Inc., known
to me (or satisfactorily proven) to be the person whose name is transcribed to the
foregoing document and acknowledged same to be his/her free act and deed, and the
free act and deed of the company, before me.


Notary Public
My Commission Expires _____

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



SCHEDULE A

A certain piece or parcel of land located on the northeasterly side of Cedarbrook Lane known as Assessors Map 36.0 Lot 31. Said Piece or parcel of Land is a portion of the property conveyed by KSK Associates LLC to the East Lyme Land Trust, Inc. by Warranty Deed dated November 12, 2024. Said parcel is further identified on a Map entitled Property Located at Catbird & Cedar Brook Ln. East Lyme CT Scale: 1" = 40' dated 28 October 2024 prepared by May Engineering LLC and recorded on or about today's date.

Beginning at a point on the northerly street line of Cedarbrook Lane at the northwesterly corner of Lot 64;

Thence running N 53°07'48" W along the northerly street line of Cedarbrook Lane a distance of 286.51' to a concrete monument;

THENCE with a curve turning to the right with an arc length of 101.10', a radius of 225.99', a chord bearing of N 40°18'50" W and a chord length of 100.26';

THENCE running N 74°53'44" E along the street line of Cedarbrook Lane a distance of 21.55';

THENCE running S 77°10'02" E along land now or formerly of Mindy G. Honer, Trustee a distance of 149.41' to a point;

THENCE running N 74°53'44" E along land now or formerly of Mindy G. Honer, Trustee a distance of 125.00' to a point;

THENCE running S47°22'44" E along land of the within Grantor a distance of 174.29' to a point at Lot 63;

THENCE running S 41°52'44" W along Lots 63 & 64 a distance of 181.77' to the point of beginning,

Said parcel having an area of 52,176.3 Square Feet, 1.20 Acres.

RECEIVED FOR RECORD
Dec 27, 2024 08:39:12A
Karen Miller Galbo
TOWN CLERK
EAST LYME, CT

EXHIBIT H

[illegible]

PARCEL B
AREA = 50655 SF
(1.16 AC±)

PARCEL B
PARCEL TO BE CONVEYED BY
EAST LYME LAND TRUST TO
HATHAWAY FARM, LLC
AREA = 50,655 SF (1.16 AC±)

LOT 0
MINORITY DESIGN CRITERIA

[illegible]

ESSENTIALS OF PROPERTY

1. West Associates LLC is owner of nice parcel and currently holds the Gaslight Lane tract.
2. The Gaslight Lane tract is going to convert the 1.16 acre parcel to 10 lots.
3. The Gaslight Lane tract will retain the Gaslight Lane parcel name.

May Engineering LLC
Civil Engineering and Site Planning
1207 RT 103 Oxford, CT 06370
800.804.9071

PROPERTY LOCATED AT
CATBIRD & CEDAR BROOK LN.
EAST LYME, CT
SCALE: 1"=40' and AS NOTED

Owner:
KSK ASSOCIATES, LLC
207 Chirndon Ave
Bouhport, NC 20401

Development Plan for Parcel B

1 of 1

1 of 1

Geraghty & Bonnano, LLC

Attorneys at Law

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

* Also Admitted in New York
† Board Certified Trial Advocate

March 5, 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 las week regarding my client Hathaway Farm, LLC's, property located on Cedar Brook Lane known as Assessors Map 36.0 Lot 31.

As I understand Mr. Goeschel's position because the East Lyme Assessor has recently classified the subject property as "Open Space" my client would need to "subdivide" the property to allow it to be sold as a building lot.

I respectfully disagree with Mr. Goeschel's position given both the factual record of this property and the fact that the assessor has or had no legal right or ability to "classify" the property as Open Space without either a request by the landowner or a document executed by the property owner specifically subjecting this property to such use that has been recorded in the Land Records. Neither of those requirements exist as they relate to my client's. Accordingly, and simply stated , the Assessors purported classification of my client's property as "Open Space" is both incorrect and unlawful. Moreover, such a designation has financial consequences in the form of monetary penalties for someone who sells the land within a certain time period after such a designation.

As I stated earlier herein there is an extensive factual and legal background that supports my client's legal rights as it relates to this property which include;

1. This same issue was addressed by Mark Block, as legal counsel to the Town, in a memorandum to Mr. Goeschel dated February 1, 2010. **Exhibit A.** As is reflected in Attorney Block's memorandum the requirements for Open Space had therein already been met and that no more Open Space for the subdivision was required.
2. In 2010, KSK Associates, LLC, provided an additional 5.27 Acres of Open Space along Egret Road that increased the previously satisfied Open Space requirements for the subdivision despite their being no obligation to do so. The Conservation Easement was recorded in Vol. 896 Page 169 of the Land Records and a Map of the area dedicated was recorded at Drawer 6 - #595. **See Exhibit B.**
3. The Cedar Brook Lane/Catbird Lane property was included as part of a 167 ± acre lot that was expected to constitute phase 2 of the subdivision until August 6, 2019 when 162 ± acres were transferred to the New England Forestry Foundation, Inc., for conservation purposes. The deed and Conservation Easement are recorded at Vol. 1016 Page 766 of the Land Records, **Exhibit C**, and a survey map reflecting the area conveyed as well as the retained portion of the approved 167 ± acre lot was recorded at Drawer 6 #594. **Exhibit D.** I note that the retained Land is identified as "**Remaining Land of KSK Associates LLC**".
4. The conveyance of some, but not all, of the 167 ± lot was exempt from any requirements of the East Lyme Subdivision Regulations pursuant to Section 8-18 of the Conn. General Statutes which exempts and "*...excludes development for municipal and conservation purposes from the definition of subdivision*". **Exhibit E.** The effect of the transfer of the 162 ± acres to the New England Forestry Foundation for conservation purposes left the remaining land of KSK Associates the approved building lot. The lot complied with the size, set-backs and dimensional requirements of a lot in a RU-40 zone and test holes and perc tests provided septic feasibility.
5. As Mr. Goeschel is aware from prior communications to him dated September 1, 2022 and January 13th of this year the conveyance of some, but not all, of a parcel for Open Space purposes is not unlawful. In fact, it is normal and customary. On three other occasions that this office has participated in in the last four years some, but not all, of the Hathaway Property, Duval Property and Nottingham Hills property were conveyed to the East Lyme Land Trust and each of these properties were awarded DEEP Open Space Grants and subject to approvals obtained by the State of Connecticut Attorney General's Office.
6. In December of 2024, KSK Associates conveyed the entirety of the Cedar Brook Lane/Catbird Lane property to the East Lyme Land Trust. The conveyance was specifically not for conservation purposes. In fact the Warranty Deed contained the capitalized statement "**..with WARRANTY COVENANTS AND WITHOUT RESTRICTIONS,..**". The warranty deed was recorded at Volume 1118 Page 478 of the Land Records. **Exhibit F.** Simultaneously the East Lyme Land Trust conveyed a portion of the property, 1.2 acres to Hathaway Farm LLC as part of an effort to pay down outstanding financial obligations. This deed was recorded at Vol. 1118 Page 483, **Exhibit G**, and a map reflecting this transaction was recorded at Drawer 8 # 426. **Exhibit H.** The property conveyed to my client complied with the size, set-backs and dimensional requirements of a lot in an RU-40 Zone and included the area that included the test

holes and perc tests that demonstrated septic feasibility as well as the required setbacks from the feasible septic system area required by the Connecticut Public Health Code.

Given the factual background and Connecticut law, my client is entitled to convey the property as a lawfully existing building lot. The current efforts by the East Lyme Assessor, if true, would represent conduct that exceeds her legal authority in the first instance and is unlawful in the second. My client is currently under contract to sell the subject property and the Town officials position, is interfering with my client's legal rights. What the Assessor clearly has the right to do is assess my client's property as a building lot. Nothing more. Nothing less.

Accordingly, in an effort to resolve this matter expeditiously and amicably I am requesting a meeting with both of you at your earliest convenience to address this matter in detail. Absent such a meeting I will have no alternative other than to pursue all available legal relief for the economic and other damages currently being incurred by my client.

Sincerely,

Paul M. Geraghty

Cc Stephen Harney
Shelly Harney
Kristen Clarke P.E.
Anthony Novak, Esq.

Enc.

EXHIBIT 3



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

phased subdivision. The requirements of Open Space dedication for Phase 1 of this subdivision, some 12 $\pm$ acres, was more than met by the conveyance of two parcels to the Town of East Lyme totaling 20.71 acres which was recorded in the East Lyme Land Records on December 16, 1993 at Vol. 365 Page 185 of the land records .Exhibit 2. The map depicting this area was recorded in Drawer 4 # 764 which is attached as Exhibit 3 which is titled "**MAP SHOWING PROPERTY TO BE GRANTED TO THE TOWN OF EAST LYME...**" This dedication was more than sufficient to satisfy the 10% requirement of Phase 1 which required 12 $\pm$ acres.

2. KSK Associates LLC dedicated an addition 5.27 acres of land via a conservation easement recorded in the Town of East Lyme Land Records Vol. 896 Page 169 on August 14, 2012. Exhibit 4.

3. KSK conveyed roughly 200 $\pm$ acres to New England Forestry Foundation in two transactions dated January 6, 2017 (recorded on Vol. 975 Page 203 of the East Lyme Land Records) and August 27, 2019 (recorded in Vol. 1016 Page 759 of the East Lyme Land Records). The entirety of the land was subjected to Open Space Conservation Easement encumbrances in favor of the Connecticut Department of Energy & Environmental Protection and the Town of East Lyme. As a result, nearly 70% of the land in the subdivision has been protected as Open Space when only 10% was required. Notably, the survey map recorded at Drawer 6 # 494, Exhibit 5, in conjunction with the New England Forestry conveyance identifies the land, currently owned by my clients, not as Open Space but as "**Remaining Land of KSK Associates LLC**"

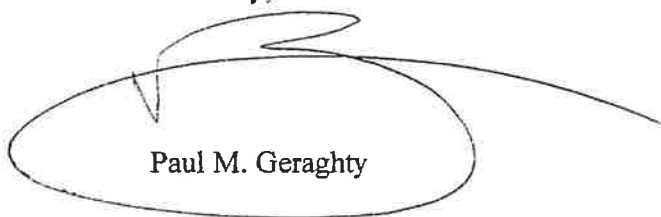
4. The map the Town appears to be relying on is recorded in the Land Records at Drawer 4 #776, attached as Exhibit 6, which rather clearly does not indicate anywhere that the parcel currently owned by my clients was intended to be open space. It is simply the title to a page which does not bind any of the parcels located on the map to a specific use or open space dedication requirement. If the town felt there was a lack of compliance with the open space requirement it should have taken action in 2010 when the conveyance was made instead of accepting the transfer and thereupon continuing to tax the lot in question as a building lot.

5. The parcel currently owned by my clients has never been dedicated as Open Space as is required by Connecticut law in order to effectuate an open space title encumbrance. Moreover, it has been taxed as a lot.

6. The Assessor's recent designation of this parcel as open space is not justified and violates my clients due process rights. The designation of open space is a right reserved to my client under C.G.S 12-107e(c). This is in part because by seeking an open space dedication there are significant financial penalties which attach to the property if it is sold within ten (10) years of such a designation. No application was ever made by my client for such a designation. This unlawful reference needs to be reversed by the East Lyme Assessor forthwith. ...The classification belongs to the owner who claims it and does not run with the land regardless of ownership, and means that land cannot be classified as forest land without the owner's consent. *Timber Trail Assocs. v. Town of New Fairfield*, No. 30 72 11, 1992 WL 231156, at *5 (Conn. Super. Ct. Sept. 9, 1992).

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.

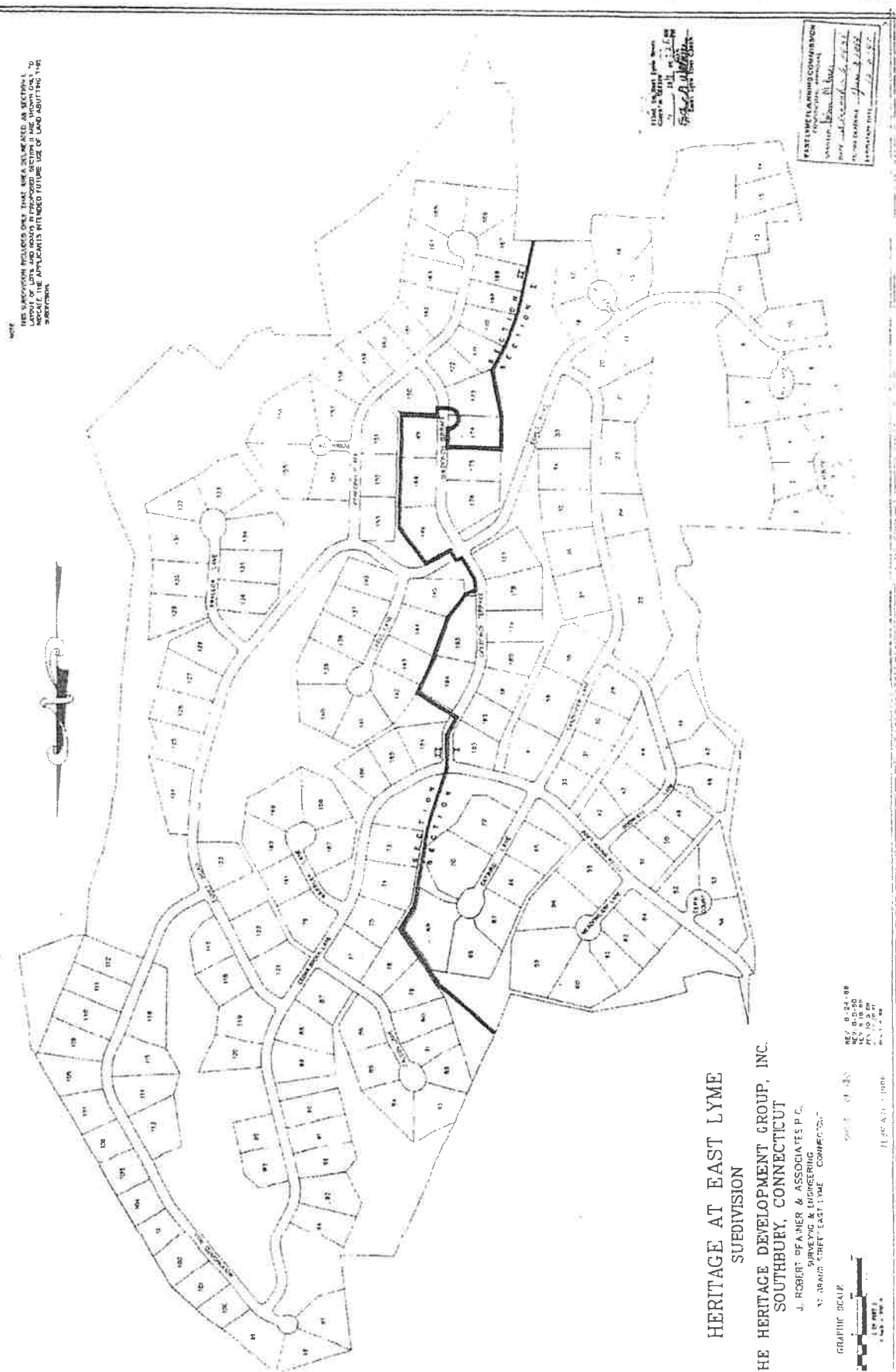
Cc Stephen Harney w/o enc.
Shelly Harney w/o enc.

Kristen Clarke P.E. w/o enc.

Anthony Novak, Esq. w/o enc.

EXHIBIT 1

NOTE: THE SUBDIVISION INCLUDES ONLY THOSE LOTS AND INTERESTS AS SHOWN ON THE LAYOUT OF LOTS AND SUBDIVISION INFORMATION SECTION II AND SHOWN ON THE MAP. THE APPLICANTS INTENDED FUTURE USE OF LAND ADJUTING THE SUBDIVISION.



HERITAGE AT EAST LYME SUBDIVISION

HE HERITAGE DEVELOPMENT GROUP, INC.
SOUTHBURY, CONNECTICUT
J. ROBERT DEANER & ASSOCIATES P.C.
SURVEYING & ENGINEERING
1100 MAIN STREET EAST LYME, CONNECTICUT

GRAPHIC SCALE
1" = 100'
1" = 200'
1" = 300'
1" = 400'
1" = 500'

REV. 0-24-88
REV. 0-13-90
REV. 0-10-91
REV. 0-10-92

1100 MAIN STREET

1100 MAIN STREET

1100 MAIN STREET

1100 MAIN STREET

1100 MAIN STREET

1100 MAIN STREET

Recorded Drawer 4 # 740

PLAT NO. 100-100-100
SUBDIVISION NO. 100-100-100
DATE OF PLAT 100-100-100
DATE OF SUBDIVISION 100-100-100
DATE OF RECORD 100-100-100

1100 MAIN STREET
1100 MAIN STREET
1100 MAIN STREET
1100 MAIN STREET
1100 MAIN STREET

EXHIBIT 2

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
Edward B. Williams
TOWN CLERK OF EAST LYME

STATE OF Connecticut :
COUNTY OF Fairfield : ss.: Norwalk Dec 14 , 1993

Personally appeared, JOSEPH KAVANEWSKY, signer and sealer of the foregoing instrument, and acknowledged same to be his free act and deed before me.

Almeta Kiett

Notary Public
ALMETA KIETT
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

Parcel 1

Southerly Parcel Sheet 49

Beginning at iron pin to be set on the Southerly line of Egret Road at the Northwesterly corner of Lot 15, thence running S 07° 02' 12" W a distance of 170.32', thence S 02° 44' 56" E a distance of 97.84' to an iron pin to be set at the corner of Lots 15 and 16, thence S 05° 05' 56" E a distance of 110.43' to a stone wall and land n/f of William P. & Adrienne E. Tytla thence N 87° 19' 39" W a distance of 29.54' to the centerline of Latimer Brook, thence Southerly along the centerline of Latimer Brook 330' more or less to land n/f of Hale, thence S 72° 28' 08" W a distance of 66.98' to a 30" maple tree, thence S 84° 58' 37" W a distance of 105.16' to a fence post, thence S 89° 42' 35" W a distance of 100.79' to an iron pin recovered thence S 83° 00' 04" W a distance of 22.25' to iron pin to be set at the southeast corner of Lot 14, thence N 03° 13' 50" E a distance of 194.87' to iron pin to be set at the corner of Lots 13 & 14, thence N 02° 57' 06" W a distance of 147.33' to iron pin to be set at the corner of Lots 12 & 13, thence N 30° 55' 31" E a distance of 108.50' to a point, thence N 01° 18' 14" W a distance of 103.21' to iron pin to be set at the corner of Lots 11 & 12, thence N 11° 53' 17" E a distance of 166.44' to iron pin to be set at the corner of Lot 11, thence along the southerly line of Egret Road along a curve having a radius of 200.00' a delta of 11° 53' 17" and a length of 41.50' to monument to be set, thence S 90° 00' 00" E a distance of 182.02' to monument to be set, thence along a curve having a radius of 325.00' a delta of 20° 32' 44" and length of 116.54' to the point and place of beginning. Said parcel being 232,850 ± square feet. Said parcel being the southerly tract of land on a map titled "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. 11-29-80 by J. Robert Pfanner & Associates. P.C.

Vol 365 Pg 186 A

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/f 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 60.09' 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. 11-29-80 by J. Robert Pfanner & Associates, P.C.

Rec'd for record *Dec 16, 1993*
2:27 PM *East B Williams*
 East Lyme Town Clerk

EXHIBIT 3

EXHIBIT 4

100-0866-046 169
CONSERVATION EASEMENT

2747

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;

NO CONVEYANCE TAXES COLLECTED

Leahy A. Blair
TOWN CLERK OF EAST LYME

6. There shall be no operation of motorized vehicles, ~~including~~ snowmobiles, dunebuggies and all terrain vehicles; and
7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, carpaths, or footpaths except as necessary to maintain existing footpaths in the current condition or as 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 shall 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) Activities or improvements as specifically approved by the Planning Commission and shown on the approved subdivision map.
- d) Access for, and the installation and maintenance of, subsurface sewage disposal systems constructed in accordance with the specifications of the State of Connecticut Department of Environmental Protection and/or the Department of Health.

Except for such restriction, such Conservation Easement areas may be used without hindrance by the owners of the servient tenements.

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.

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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.

Lesley A. Blais
Lesley A. Blais

KSK Associates, LLC
By Stephen F. Harney
Stephen F. Harney Its Member

Anna M. Johnson
Anna M. Johnson

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

SS Niantic

November 8, 2010

Personally appeared Stephen F. Harney, Member of KSK Associates, LLC, duly authorized, signer and sealer of the foregoing instrument, and who acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me,

Esther B. Williams
Commissioner of Superior Court
Notary Public
My Commission Expires:



Esther B. Williams
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 26, 2013

Recorded August 19 2012
AM
7:00 PM Lesley A. Blais
East Lyme Town Clerk

丁



DATE	OCTOBER 2, 2008	SCALE	1"=40'
PROJECT	REPAIR OF HWY 100	DATE	08040-4
BY	JR	NO. OF SHEETS	3 OF 5

JAMES BERNARDO LAND SURVEYING, LLC
102A SPITHEAD ROAD
WATERFORD, CONNECTICUT 06385
(860) 447-0336



EXHIBIT 5

NEW ENGLAND FORESTRY FOUNDATION
 1000 WEST LANE, COUNTY OF NEW LONDON, CONNECTICUT
 CEDAR BROOK LANE, CATBIRD TERRACE
 & GOLDMINE TERRACE

PROPERTY SURVEY
 1000 WEST LANE, COUNTY OF NEW LONDON, CONNECTICUT
 CEDAR BROOK LANE, CATBIRD TERRACE
 & GOLDMINE TERRACE

JAMES BERNARDO
 LAND SURVEYING, LLC
 102A SPITHEAD ROAD
 WATERFORD, CONNECTICUT 06185
 (860) 447-0236
 WWW.JBSURVEY.COM

1000 WEST LANE
 1000 WEST LANE, COUNTY OF NEW LONDON, CONNECTICUT
 CEDAR BROOK LANE, CATBIRD TERRACE
 & GOLDMINE TERRACE



EXHIBIT 6

EXHIBIT 4

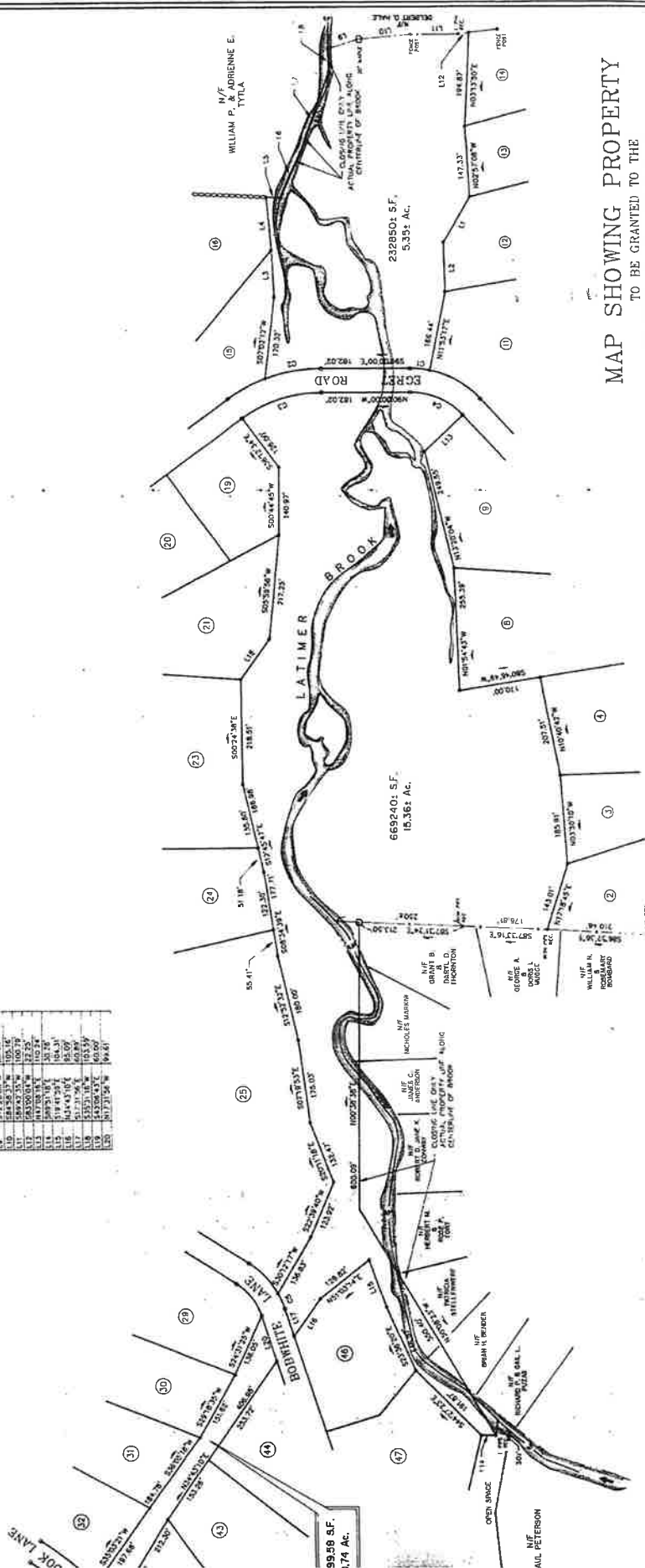
EXHIBIT 5

SCALE

STANDARD
TREE WITH FIRE FENCE
MONUMENT TO BE SET
IRON PIPE OR DRILL HOLE TO BE SET
IRON PIPE RECOVERED

Sta.	Angle	Length	Area
1	115.51°	100.00	11.54
2	115.51°	100.00	11.54
3	115.51°	100.00	11.54
4	115.51°	100.00	11.54
5	115.51°	100.00	11.54
6	115.51°	100.00	11.54
7	115.51°	100.00	11.54
8	115.51°	100.00	11.54
9	115.51°	100.00	11.54
10	115.51°	100.00	11.54

Sta.	Angle	Length	Area
11	115.51°	100.00	11.54
12	115.51°	100.00	11.54
13	115.51°	100.00	11.54
14	115.51°	100.00	11.54
15	115.51°	100.00	11.54
16	115.51°	100.00	11.54
17	115.51°	100.00	11.54
18	115.51°	100.00	11.54
19	115.51°	100.00	11.54
20	115.51°	100.00	11.54



EAST LYME PLANNING COMMISSION
COMPLETION DATE
GRANTED: John W. East
DATE: November 17, 1988
FROM: BOCAL Inc. June 9, 1988
REMARKS: DATE: 11-17-88



HERITAGE DEVELOPMENT GROUP, INC.
SOUTH BURY, CONNECTICUT
NOVEMBER 17, 1988

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

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 Kiett
Almeta Kiett

Joseph Kavanowsky L.S.
JOSEPH KAVANEWSKY

Richard Randall
Richard Randall

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

STATE OF Connecticut :
COUNTY OF Fairfield : ss.: Norwalk Dec 14, 1993

Personally appeared, JOSEPH KAVANEWSKY, signer and sealer of the foregoing instrument, and acknowledged same to be his free act and deed before me.

Almeta Kielt

Notary Public
ALMETA KIETT
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998



Parcel 1

Southerly Parcel Sheet 49

Beginning at iron pin to be set on the Southerly line of Egret Road at the Northwesterly corner of Lot 15, thence running S 07° 02' 12" W a distance of 170.32', thence S 02° 44' 56" E a distance of 97.84' to an iron pin to be set at the corner of Lots 15 and 16, thence S 05° 05' 56" E a distance of 110.43' to a stone wall and land n/e of William P. & Adrienne E. Tytla thence N 87° 19' 39" W a distance of 29.54' to the centerline of Latimer Brook, thence Southerly along the centerline of Latimer Brook 330' more or less to land n/f of Hale, thence S 72° 28' 08" W a distance of 66.98' to a 30" maple tree, thence S 84° 58' 37" W a distance of 105.16' to a fence post, thence S 89° 42' 35" W a distance of 100.79' to an iron pin recovered thence S 83° 00' 04" W a distance of 22.25' to iron pin to be set at the southeast corner of Lot 14, thence N 03° 13' 50" E a distance of 194.87' to iron pin to be set at the corner of Lots 13 & 14, thence N 02° 57' 06" W a distance of 147.33' to iron pin to be set at the corner of Lots 12 & 13, thence N 30° 55' 31" E a distance of 108.50' to a point, thence N 01° 18' 14" W a distance of 103.21' to iron pin to be set at the corner of Lots 11 & 12, thence N 11° 53' 17" E a distance of 166.44' to iron pin to be set at the corner of Lot 11, thence along the southerly line of Egret Road along a curve having a radius of 200.00' a delta of 11° 53' 17" and a length of 41.50' to monument to be set, thence S 90° 00' 00" E a distance of 182.02' to monument to be set, thence along a curve having a radius of 325.00' a delta of 20° 32' 44" and length of 116.54' to the point and place of beginning. Said parcel being 232,850 ± square feet. Said parcel being the southerly tract of land on a map titled "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.

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/f of Mugge, thence S 87° 33' 16" E a distance of 176.81' 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 128.82' 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, 1980, rev. 11-29-88 by J. Robert Pfanner & Associates, P.C.

Rec'd for record Dec 16 1993
 2:27 PM East Lyme
 East Lyme Town Clerk

EXHIBIT 6

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

Leahy, A. Blair
TOWN CLERK OF EAST LYME

- Vol 0109 b PAGE 170
6. There shall be no operation of motorized vehicles, including snowmobiles, dunebuggies and all terrain vehicles; and
 7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, carpaths, or footpaths except as necessary to maintain existing footpaths in the current condition or as 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 shall 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) Activities or improvements as specifically approved by the Planning Commission and shown on the approved subdivision map.
- d) Access for, and the installation and maintenance of, subsurface sewage disposal systems constructed in accordance with the specifications of the State of Connecticut Department of Environmental Protection and/or the Department of Health.

Except for such restriction, such Conservation Easement areas may be used without hindrance by the owners of the servient tenements.

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 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.

Lesley A. Blais
Lesley A. Blais

KSK Associates, LLC

By [Signature]
Stephen F. Harney Its Member

Anna M. Johnson
Anna M. Johnson

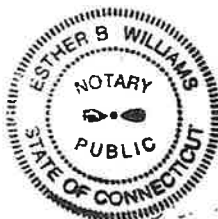
STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

SS Niantic

November 8, 2010

Personally appeared Stephen F. Harney, Member of KSK Associates, LLC, duly authorized, signer and sealer of the foregoing instrument, and who acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me,

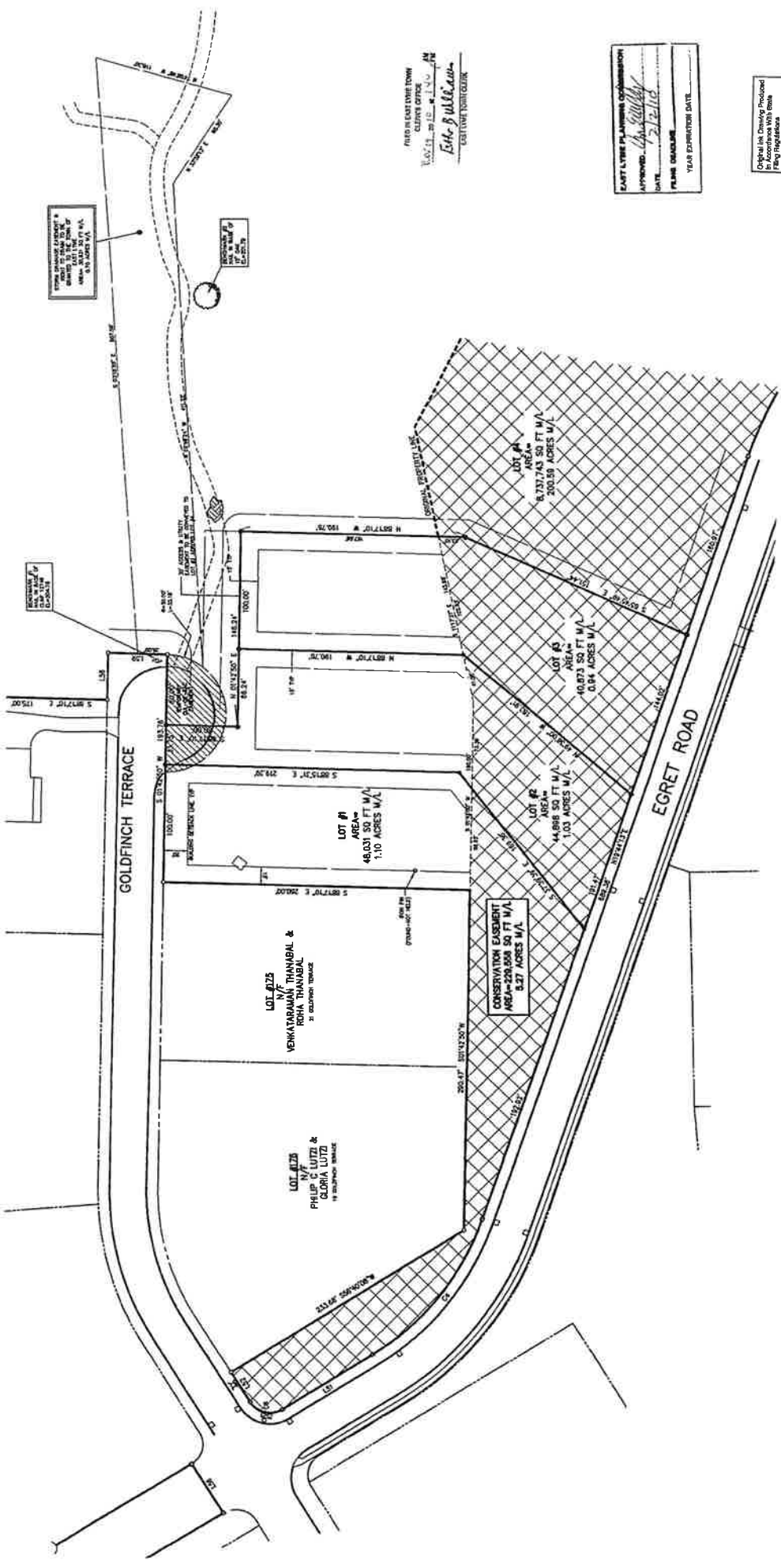
Esther B. Williams
Commissioner of Superior Court
Notary Public
My Commission Expires:



Esther B. Williams
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 28, 2013

Recorded August 14 2012
9:00 PM Lesley A. Blais
East Lyme Town Clerk

Dr-01016 6 #594



APPROVED: *[Signature]*
DATE: 12/21/18
YEAR EXPIRATION DATE: _____

APPROVED: *[Signature]*
DATE: 12/21/18
YEAR EXPIRATION DATE: _____

Original Use Developer Produced
in Accordance With State
Filing Regulations
James Bernardo, LS #72121

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

DATE: OCTOBER 2, 2009
DRAWN BY: JB
SCALE: 1"=40'
SHEET NO.: 3 OF 5

NO.	DATE	DESCRIPTION	REVISIONS
1	10/2/09	CONSERVATION EASEMENT & BOUNDARY SURVEY	
2	10/2/09	REVISIONS TO THE SET	
3	10/2/09	REVISIONS TO THE SET	
4	10/2/09	REVISIONS TO THE SET	
5	10/2/09	REVISIONS TO THE SET	



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

STATE OF CONNECTICUT
JAMES BERNARDO, LS #72121
DATE: 12/21/18



EXHIBIT 7

DECLARATION OF CONSERVATION EASEMENT AND RESTRICTIONS

THIS DECLARATION, being a grant of a Conservation Restriction is made on this 6th day of June 2017, by the NEW ENGLAND FORESTRY FOUNDATION, INC., a Massachusetts non-profit corporation with an office at 32 Foster Street, Littleton, MA 01460 (hereinafter called "NEFF") as Grantor and the TOWN OF EAST LYME, a municipal corporation located in the County of New London and State of Connecticut, as Grantee (hereinafter called "Town").

WITNESSETH

WHEREAS, NEFF acquired the land described in Schedule "A" hereof; and,

WHEREAS, NEFF received financial assistance for the acquisition of the land described in Schedule "A" herein from the State of Connecticut and NEFF entered into a Conservation and Public Recreation Easement and Agreement with the State of Connecticut which is being recorded in the Town of East Lyme Land Records prior to the within Declaration of Conservation Easement and Restrictions to the Town; and

WHEREAS, the Town, in consideration of making a contribution supporting the conveyance to NEFF, requires that the land remain undeveloped and in a natural state subject to the terms and conditions hereof; and,

WHEREAS, NEFF is now the owner of certain real property comprising of 166.2 +/- acres located in said Town of East Lyme as shown on a map or plan entitled "Property Survey, Property to be Conveyed to New England Forestry Foundation, For Property Located at Governor John Davis Lodge Turnpike, Cedarbrook Lane, Catbird Lane and Goldfinch Terrace, Town of East Lyme, County of New London, Connecticut, Scale 1" = 200', Dated May 10, 2016, James Bernardo Land Surveying, LLC, 102A Spithead Road, Waterford, Connecticut" and more particularly described in Schedule "A" attached hereto (hereinafter called the "Conservation Easement Area"); and

WHEREAS, the Conservation Easement Area possesses undeveloped natural habitat, ecological, scenic and aesthetic values of importance to the Town and its present and future residents; and

NO CONVEYANCE TAXES COLLECTED

Lesley A. Blais
TOWN CLERK OF EAST LYME

WHEREAS, there is considerable value to retaining the land in its natural state and to providing recreational public access to the land; and

WHEREAS, NEFF determined that it would be in its interest to maintain and conserve the Conservation Easement Area in its present forested and open state to preserve and protect its ecological, scenic, aesthetic and conservation values, and that the maintenance and conservation of said property can be accomplished by a grant of this Conservation Restriction on, over, across and upon the Conservation Easement Area; and

WHEREAS, the East Lyme Town Meeting voted to contribute to the cost of NEFF's acquisition of the Conservation Easement Area on the condition that NEFF impose this grant of a Conservation Restriction immediately upon taking title to such land, but after the recording of a Conservation and Public Recreation Easement and Agreement in favor of the State of Connecticut; and

WHEREAS, NEFF is desirous of granting to the Town this Conservation Restriction over the Conservation Easement Area and the Town is agreeable to accepting and performing the obligations created hereby;

NOW, THEREFORE, in consideration of the foregoing recitals, NEFF hereby grants, bargains and confirms unto the Town, and as may be permitted herein its successors and assigns, this Conservation Restriction, over the Conservation Easement Area subject to the terms, covenants and restrictions hereafter set forth, which shall be deemed to run with the land and burden the Conservation Easement Area in perpetuity.

1. The purpose of this Conservation Restriction is to ensure that the Conservation Easement Area will be forever retained in perpetuity in its natural, scenic, and undeveloped condition; to protect inland wetlands and associated upland areas for plants, wildlife, and natural communities, and to restrict or prohibit activities that will impair or interfere with the biotic integrity and the ecological, scenic, aesthetic and conservation values of the Conservation Easement Area. The Town intends and shall ensure that this Conservation Restriction will limit the use of the Conservation Easement Area to activities that are consistent with the foregoing purposes of this Conservation Restriction in perpetuity.

2. This Conservation Restriction shall have all the force and effect of a

"Conservation Restriction" as defined in Section 47-42a et. seq. of the Connecticut General Statutes. No repeal or amendment of said Statute shall affect the validity of this Conservation Restriction. In the event of any amendment thereto which is inconsistent with this Conservation Easement, the restriction shall control.

3. Within the Conservation Easement Area:

a. There shall be no construction or maintenance of buildings, camping accommodations, mobile homes, patios, decks, porches, satellite dishes, utility poles, towers, conduits, lines or other structures, above or below ground, other than those structures which are specifically permitted below;

b. 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;

c. There shall be no removal, destruction or cutting of trees or plants, spraying with insecticides, biocides, herbicides, fungicides or other agents or devices 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. 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;

d. There shall be no dumping of hazardous substances, toxic waste, ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substances or material such as land fill or dredging spoils, except as specifically permitted below;

e. 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;

f. There shall be no operation of motorized vehicles, including snowmobiles, dune buggies, and all-terrain vehicles (ATVs) except those needed during emergencies and at all other times for forestry, educational, and maintenance activities that are

allowed herein or support the purposes of this Conservation Restriction; and

g. There shall be no construction, improvement or upgrading of roads, driveways or cart paths (except as described in Paragraph 4(d) below).

h. The Conservation Easement Area or any portion thereof shall not be included as the part of any gross area of other property not subject to the Conservation Easement for purposes of density, lot coverage, or open space requirements. No development rights extinguished by this Conservation Easement may be transferred to any other lands pursuant to a transferable developments rights scheme or cluster development.

4. The provisions of the preceding restrictions notwithstanding, the following uses and activities by NEFF and its authorized agents and employees are reserved and shall not be prohibited by this Conservation Easement or considered inconsistent with the intent of this Conservation Restriction and are specifically permitted:

a. Forest Management. NEFF reserves the right to remove trees, shrubs, and other vegetation pursuant to a Forest Management Plan ("Plan"). The Plan shall be designed to protect the Conservation Values or Interests of the Conservation Easement Area, with "Best Management Practices" in accordance with the guidelines of the State of Connecticut Department of Energy and Environmental Protection, or its successor agency; shall be designed to minimize erosion or sedimentation of the Conservation Easement Area; and shall be approved in writing by the State Forester or his or her designee. If NEFF does not receive approval of the Plan within sixty (60) days of its delivery to the State Forester, NEFF may deem the Plan to have been approved. The Plan shall be prepared by a professional forester licensed to practice forestry in Connecticut. The preparer of the Plan shall certify in writing that the Plan and all amendments and updates comply with the terms of this Conservation Easement. The Plan also shall provide for sustainable management of the property in a manner consistent with protecting soil resources and water quality, as those practices may be identified from time to time by programs recognized as appropriate by state agency authorities, and in a manner not wasteful of soil resources or detrimental to water quality or to the conservation purposes listed herein. The Plan may be updated periodically, particularly if new information or

new knowledge is obtained that promotes or enhances the conservation values and sound forest management of the Conservation Easement Area. A Plan for the Conservation Easement Area shall be completed within two (2) years from the date this Conservation Easement is recorded, or before any harvest of forest products occurs on the Conservation Easement Area, whichever shall occur first. NEFF shall update the Plan at least every ten (10) years thereafter to the extent that NEFF desires to continue to conduct forestry activities on the Conservation Easement Area. All forest product-harvesting operations shall be conducted in accordance with applicable law.

b. 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 catbrier, poison ivy, wild grape, oriental bittersweet, and other common invasive or exotic species, and when such activities are conducted in a manner which will otherwise not be materially harmful to the remaining plant life.

c. This Conservation Restriction shall permit and allow the general public the right to utilize the Conservation Easement Area for nature walks and other passive educational and recreational activities such as cross country skiing which do not have an material adverse impact on the natural habitat; such activities, however, will be confined to existing trails and those which may from time to time be developed by the Grantor or with the Grantor's approval.

d. Whenever NEFF disturbs the soil and ground cover, cuts trees and brush and performs other work to install and maintain pathways, walkways and parking areas for use by the public, and landings, woods roads, skid trails, and similar uses authorized in the Plan, such work shall minimize changes to existing habitat and topography and minimize measurable adverse impacts to the conservation interests and purposes of this Conservation Restriction. Nothing herein shall prohibit the construction of bridges or crossings for trails and other activities that are consistent with the purposes of this Conservation Restriction and permitted hereunder. All structures shall be designed and constructed to minimize disturbances and intrusions to the natural environment.

e. In the event of changes to the land caused by fire, flood, storm,

unauthorized wrongful acts of third parties or other disaster, NEFF may perform such work and provide such materials as may be reasonably necessary to restore the Conservation Easement Area as nearly as reasonably possible to the condition that existed immediately before any such disaster. NEFF may from time to time perform work to maintain meadows, grasslands or other wildlife habitat(s) presently existing and take steps intended to support the purposes of this Conservation Restriction.

5. NEFF and the Town agree that in order to (i) prevent the over population of a species, (ii) maintain the health and diversity of flora and fauna on the Conservation Easement Area, and (iii) remove nuisance animals, the management of animal populations, whether through hunting, trapping, culling, translocation or reproduction manipulation, shall not be prohibited by this Conservation Restriction or considered inconsistent with the purpose of this Grant. Such activities are specifically permitted in the Conservation Easement Area.

6. NEFF and/or the Town shall in a reasonable manner and at reasonable times enforce by proceedings at law or in equity the covenants hereinabove set forth, including, but not limited to, the right to require restoration of the Conservation Easement Area to its condition immediately prior to any violation of the restrictions herein contained. The failure of NEFF to act in any one or more instances to enforce this Conservation Restriction shall not act as a waiver or forfeiture of its rights to take action as may be necessary to insure compliance with the purposes of this Grant. In the event NEFF shall fail to enforce or require compliance with this agreement the Town shall be entitled, but not required, to enforce any term hereof. DEEP shall be the primary enforcer of the Conservation Easements so in addition to the above, the Town agrees to take no enforcement action(s) against Grantor unless (a) the Town has sent written notice to Grantor and DEEP specifying Grantor's failure to comply with the terms of this Conservation Easements, and (b) Grantor fails to cure the same within thirty (30) days from the date of the Town's notice, or, if such cure cannot reasonably be completed within said thirty (30) days, Grantor has not commenced to cure the same within said thirty (30) day period and is not pursuing said cure diligently to completion. Grantor shall be deemed to be pursuing said cure diligently to completion if Grantor complies with a plan and schedule approved and as may be amended by DEEP, such approval not to be unreasonably withheld, conditioned or delayed.

7. If unusual or unforeseen circumstances arise under which an amendment to or

modification of this Conservation Restriction would be appropriate, including but not limited to disease, fire, storm, natural disaster, climate change, or changes to the ecological system, any such amendments or modifications shall be made only by a vote of a duly noticed and convened meeting of the Board of Directors of NEFF or any such successor thereto, however, no such amendment shall be inconsistent with the purpose of this Conservation Restriction.

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

9. Nothing herein shall prevent NEFF from transferring the Conservation Easement Area and the rights hereunder to another entity so long as the grantee is a qualified land trust or other not-for-profit entity the primary purpose of which is for the holding of and the conservation of open space. Any transfer shall be subject to the terms hereof.

IN WITNESS WHEREOF, NEFF has caused this instrument to be signed by its proper officer on the day and year first above written.

Signed, Sealed, and Delivered
in the presence of:

Frank L. Louwstein
Whitney C. Bush

"NEFF":

New England Forestry Foundation, Inc.

By: Robert L. Smith [name]
Its: Executive Director [title]

Elisabeth Tull
Jimmy M. Cell

"TOWN":

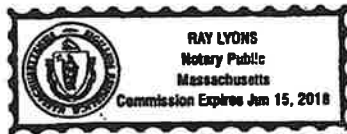
Town of East Lyme

By: Mark C. Nickerson
Mark C. Nickerson
Its First Selectman

COMMONWEALTH OF MASSACHUSETTS)
) ss:
 COUNTY OF MIDDLESEX)

On this the 9th day of June 2017, before me, the undersigned officer, personally appeared Robert Perschel, who acknowledged himself to be the Executive Director of New England Forestry Foundation, Inc. and that he as such being authorized so to do, executed the foregoing instrument for the purpose purposes therein contained, by signing the name of the corporation by himself/herself as said Executive Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Ray Lyons
 Notary Public / My Comm. Expires:

STATE OF CONNECTICUT)
) ss: Niantic
 COUNTY OF NEW LONDON)

On this the 6th day of June 2017, before me, the undersigned officer, personally appeared, Mark C. Nickerson, who acknowledged himself to be the First Selectman of the Town of East Lyme, a municipal corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as First Selectman.

Mark C. Nickerson
Commissioner of Superior Court /
 Notary Public / My Comm. Expires:

Schedule "A"

The "Conservation Easement Area"

All that certain piece or parcel of land situate in the Town of East Lyme, in the County of New London, State of Connecticut, labeled "Property Area = 7,241,810 Square Feet M/L 166.2 Acres M/L" as shown on a map entitled "Property Survey Property to be Conveyed to New England Forestry Foundation for Property Located at Governor John Davis Lodge Turnpike Cedarbrook Lane, Catbird Lane & Goldfinch Terrace Town of East Lyme - County of New London - Connecticut" dated May 10, 2016, Revised 6-22-2016, Scale 1"=200', Sheet 1 of 1. Said map is certified substantially correct by James Bernardo, R.L.S. #70121 of James Bernardo Land Surveying, LLC, 102A Spithead Road, Waterford, Connecticut. Said map is on file in Drawer 6, Map No. 796 of the East Lyme Town Clerk's Office to which reference may be had for a more particular description, and which parcel is more particularly bounded and described as follows:

Beginning at a Connecticut Highway Department "REC" located along the northerly street line of Governor John Davis Lodge Turnpike at an easterly corner of land N/F of the State of Connecticut and a southerly corner of the herein described property (said point being identified on the referenced map having the 1983 North Atlantic Datum Coordinates of N695257.93, E1149528.98);

Thence northerly along said land of the State of Connecticut along an irregular line following a stone wall and face of a stone ledge 750 feet more or less to a mag nail, said mag nail can be located on a course of N 16°33'56"W at a distance of 689.30' from said CHD;

Thence along land N/F Tamara Schacher-Tytla and stone wall the following two (2) courses and distances, N01°03'10" W a distance of 71.83' to a point; thence along a stone wall N04°30'37"E a distance of 205.82' to a rebar;

Thence along land N/F of KSK Associates LLC the following seven (7) courses and distances, S88°44'22"E a distance of 363.43' to a rebar; thence N21°10'10"E a distance of 374.16' to a rebar; thence N56°53'37"E a distance of 663.98' to a rebar; thence N03°23'41"W a total distance of 1357.20' to a rebar, this distance is further marked by intermittent distances of 250.20' to a rebar, 272.00' to a rebar, 299.00' to a rebar, 266.00' to a mag nail and 270.00' to the above said rebar; thence N05°42'24"E a distance of 463.59' to a rebar; thence N85°48'19"W a distance of 296.92' to a rebar; thence S84°01'48"W a distance of 377.63' to a rebar;

Thence along the easterly street line of Goldfinch Terrace N02°25'20"W a distance of 53.19' to a concrete monument; thence along the Cedarbrook Lane the following five (5) courses and distance, northeasterly with a curve turning to the right with an arc length of 31.42', with a radius of 20.00', thence N08°43'15"W a distance of 50.01' to a point; westerly with a curve turning to the right with an arc length of 124.98', with a radius of 325.00', with a chord bearing of N 88°19'40" W, with a chord length of 124.21' to a concrete monument; thence N77°18'41"W a distance of 172.24' to a concrete monument; westerly with a curve turning to the right with an arc length of 122.83', with a radius of 575.00';

Thence along the easterly street line of Catbird Lane the following two (2) courses and distances, a compound curve turning to the right with an arc length of 33.03', with a radius of 20.00'; thence N 29°33'31" E a distance of 97.12' to a rebar;

Thence along land N/F of QI the following three (3) courses and distances, S60°26'29"E a distance of 170.00' to a point; thence N89°11'23"E a distance of 69.46' to a point; thence N29°26'46"E a distance of 150.00' to a point;

Thence along said land of QI and land N/F of Tong in part by each N50°37'26" E a distance of 193.04' to a point; thence continuing along land of said Tong the following three(3) courses and distances, N09°24'08"E a distance of 70.00' to a point; thence N24°04'41"W a distance of 160.30' to a rebar; thence N63°29'32"W a distance of 111.05' to a concrete monument;

Thence along the cul-de-sac of Catbird Lane with a curve turning to the left with an arc length of 17.24', with a radius of 60.00', with a chord bearing of N 21°46'49" E, with a chord length of 17.18' to a rebar;

Thence along land N/F of Woodward the following five (5) courses and distances, S76°26'59" E a distance of 70.69' to a point; thence S60°31'37"E a distance of 128.92' to a point; thence N09°25'45"E a distance of 113.55' to a point; thence N33°21'23"E a distance of 99.96' to a point; thence N34°59'22"W a distance of 246.98' to a point; thence continuing along said land of Woodward and land N/F of Sisson in part by each N81°27'40"W a distance of 273.62' to a rebar;

Thence along land N/F of KSK Associates N54°53'31"W a distance of 125.87' to a rebar;

Thence along land N/F of Evan D. Gross N23°22'25"E a total distance of 1440.29' to a rebar, this distance is further marked by intermittent distances of 280.29' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 260.00' to the noted rebar;

Thence along land N/F John C. Ellis Et Al the following eleven (11) courses and distances, S87°40'26"E a distance of 262.07' to a mag nail set in a drill hole; thence N12°48'09"W a total distance of 545.72' to a mag nail in a pile of stones, this distance is marked further by two intermittent distances of 275.72' to a rebar, 270.00' to the noted mag nail; thence N75°02'51"E a distance of 299.26' to a point; thence N67°37'56"E a distance of 47.97' to a mag nail set in a drill hole; thence S82°54'18"E a distance of 106.99' to a mag nail set in a drill hole; thence S 48°51'28" E a distance of 273.85' to a rebar; thence S50°23'04" E a distance of 73.94' to a point; thence S42°54'16" E a distance of 28.88' to a point; thence S60°27'34" E a distance of 69.28' to a point; thence S44°39'23" E a distance of 160.76' to a point; thence S47°43'40" E a distance of 57.14' to a rebar;

Thence along the town line between the Towns of Waterford and East Lyme and land of N/F Wilson P. Scott & Clara A. Scott the following six (6) courses and distances; S28°52'21" E a total distance of 1399.39' to a rebar and the end of the common Town Line Boundary, this distance is further marked by intermittent distances of 269.39' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 300.00' to a rebar, 230.00' to the noted rebar; thence along a stone wall

S03°52'57" E a distance of 85.26' to a point; thence along a stone wall S07°36'28" E a distance of 173.04' to a point; thence along a stone wall S09°40'19" E a distance of 69.24' to a point; thence along a stone wall S02°24'14" E a distance of 24.39' to a point; thence along a stone wall S07°00'39" E a distance of 102.55' to a rebar;

Thence continuing along said land of Scott and land N/F of Jacqueline M. Princeville Trustee in part by each, along a stone wall S67°17'26" W a distance of 89.97' to a point; thence continuing along said land of Princeville along a stone wall S80°46'42" W a distance of 8.28' to a point; thence continuing along said land of Princeville and land N/F of Thomas J Harman in part by each, along a stone wall S69°39'42" W a distance of 162.36' to a point;

Thence continuing along said land of Harman the following six (6) courses and distances, along a stone wall N89°41'55" W a distance of 64.62' to a rebar; thence along a stone wall S72°17'23" W a distance of 22.43' to a rebar; thence along a stone wall S57°04'13" W a distance of 36.86' to a tree stump with nails; thence S06°30'56" W a total distance of 932.29' to a mag nail set in a drill hole in a heap of stones, this distance is further marked by intermittent distances of 332.29' to a rebar, 300.00' to a rebar, 300.00' to the noted mag nail; thence S05°17'07" W a total distance of 907.50' to a rebar, this distance is further marked by intermittent distances of 306.50' to a rebar, 301.00' to a rebar, 300.00' to the noted rebar pin; thence S16°42'53" E a distance of 655.56' to a rebar;

Thence along the northern street line of Governor John Davis Lodge Turnpike and land N/F the State of Connecticut the following two (2) courses and distances, S42°45'49" W a distance of 54.37' to a Connecticut Highway Department marker; thence S44°53'29" W a distance of 499.60' to a rebar;

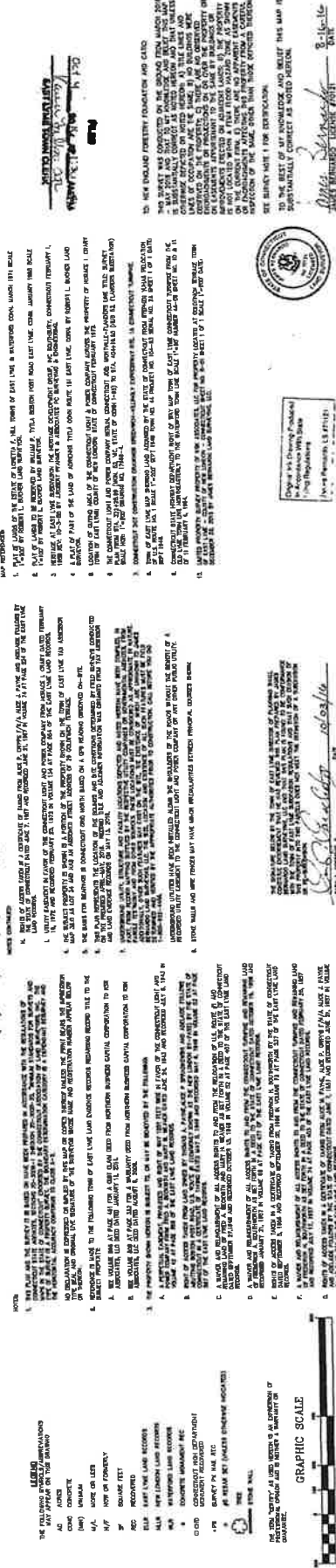
Thence along land N/F of R Woodrow Scott the following two (2) courses and distances; a stone wall N46°20'21" W a distance of 61.57' to a point; thence along a stone wall S45°08'23" W a distance of 61.59' to a rebar;

Thence along land N/F of the Town of East Lyme the following two (2) courses and distances alone a stone wall; N48°01'53" W a distance of 175.80' to a rebar; thence S39°16'06" W a distance of 359.13' to a rebar;

Thence along land N/F the State of Connecticut the following six(6) courses and distances all along a stone wall, N19°59'48" W a distance of 105.15' to a point; thence N27°54'28" W a distance of 15.02' to a rebar; thence S77°09'38" W a distance of 243.36' to a mag nail in a drill hole; thence S38°49'20" W a distance of 17.98' to a point; thence S09°36'56" W a distance of 230.27' to a mag nail set in a drill hole; thence S05°27'56" E a distance of 211.65' to a rebar;

thence along other land of the State of Connecticut (Governor John Davis Lodge Turnpike) the following three (3) courses and distances, S55°24'35" W a distance of 315.69' to a Connecticut Highway Department marker; thence S38°47'33" W a distance of 504.78' to a Connecticut Highway Department marker; thence S21°06'22" W a distance of 379.75' to a Connecticut Highway Department marker said marker being the point and place of beginning.

Recorded June 21 2017
AM
1:51 PM Leahy, D. Blair
East Lyme Town Clerk



Drawer 6 - 796

EXHIBIT 8

WARRANTY DEED

To All People to Whom These Presents Shall Come, GREETING:

KNOW YE, THAT KSK Associates, LLC, a Connecticut limited liability company with a place of business in the Town of East Lyme, County of New London, and State of CT, for the consideration of One and No/100 (\$1.00) Dollar received to its full satisfaction of New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, with a place of business in Littleton, MA does give, grant, bargain, sell and confirm unto the said New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, the premises described in Exhibit A attached hereto and made a part hereof (the "Premises").

The Premises is conveyed subject to: (i) the "Conservation and Public Recreation Easement and Agreement" included herein, (ii) the "USDA Community Forest and Open Space Conservation Program Notice of Grant Requirement" attached hereto as Exhibit B and made a part hereof, and (iii) a covenant enforceable by the Town of East Lyme that the Grantee shall refrain from selling, transferring or developing such land in a manner inconsistent with its classification as open space land pursuant to Connecticut General Statutes Sec. 12-107e for a period of not less than eight years from the date of transfer. This covenant is placed in this deed pursuant to Conn. General Statutes Sec. 12-504c.

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

And Also, the said Grantor does for its heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, it 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 binds itself and its heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

As referenced above, the Premises are conveyed subject to the following:

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

NIANTIC RIVER HEADWATERS OSHA 520

WHEREAS, KSK Associates, LLC of East Lyme, Connecticut hereby conveys the Premises, subject to this CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT, to the New England Forestry Foundation, Inc., (the Premises being the same land described in Exhibit A; i.e. 33.0± acres of real property located in the territorial limit of the Town of East Lyme).

WHEREAS, in addition to its value as a natural area, the Premises is also a scenic resource of the State of Connecticut;

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 New England Forestry Foundation, Inc., is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, including management for wildlife habitat and the sustainable production of wood products and New England Forestry Foundation, Inc., has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut 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;

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 predominantly 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 New England Forestry Foundation, Inc.;

WHEREAS, New England Forestry Foundation, Inc., and the State of Connecticut agree that limited public recreation on the Premises can be provided without significant impact to the natural resources on the Premises, conservation of those resources having been the primary reason for its acquisition by New England Forestry Foundation, Inc.;

NOW, THEREFORE, the New England Forestry Foundation, Inc. a Massachusetts nonprofit corporation having an address at 32 Foster Street, Littleton, Massachusetts 01460 (the "Conservation Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction from the STATE OF CONNECTICUT, a sovereign (the "Holder"), and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, Conservation Grantor, its successors and assigns, does hereby accept this deed from KSK Associates, LLC and gives, grants, bargains, sells, conveys and confirms in perpetuity unto the HOLDER and its successors or assigns forever, with Warranty Covenants, this Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over the Premises (being the real property situated in the Town of East Lyme, County of New London, State of Connecticut, described in Exhibit A).

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Premises will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Premises, while preventing any use of the Premises that will significantly impair or interfere with the conservation values or interests of the Premises, 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 Premises except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Conservation 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 Conservation Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Conservation Grantor reserves the right to manage and monitor the Premises 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 Premises for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Conservation Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Premises by the general public. All rights not specifically granted are hereby reserved by Conservation Grantor.

3. Provision of Public Recreation. The Conservation Grantor agrees to allow the public access to the Premises 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 shall be defined as any resident of any municipality, state, country or nation. The Conservation Grantor may develop passive recreational facilities and support facilities for those passive activities on the Premises if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting (only by individuals with valid hunting licenses and permits who have permission of the Conservation Grantor), non-motorized boating and environmental education.

4. Other Activities. No commercial, industrial, quarrying, or mining activities are permitted on the Premises.

5. Forest Management. The Conservation Grantor reserves the right to remove trees, shrubs, and other vegetation as part of a Forest Management Plan ("Plan"). The Plan shall be designed to protect the Conservation Values or Interests of the Premises, as described in "The Connecticut Comprehensive Open Space Acquisition Strategy" (Green Plan) 2016 - 2020, with best management practices in accordance with the guidelines of the State of Connecticut Department of Energy and Environmental Protection, or its successor agency; shall be designed to minimize erosion or sedimentation of the Premises; and shall be approved in writing by the State Forester, as defined in CGS Section 23-19, or his or her designee. If Conservation Grantor does not receive approval of the Plan within sixty (60) days of its delivery to the State Forester the Conservation Grantor may deem the plan to have been approved. The Plan shall be prepared by a professional forester licensed to practice forestry in Connecticut. The preparer of the Plan shall certify in writing that the Plan and all amendments and updates comply with the terms of this Conservation Easement. The Plan also shall provide for sustainable management of the Premises in a manner consistent with generally accepted "Best Management Practices" to protect soil resources and water quality, as those practices may be identified from time to time by programs recognized as appropriate by state agency authorities, and in a manner not wasteful of soil resources or detrimental to water quality or to the conservation purposes listed in Section 1 hereof. The Plan may be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound forest management of the Premises. A Plan for the Premises shall be completed within two (2) years from the date this deed is recorded, or before any harvest of forest products occurs on the Premises, whichever shall occur first. The Conservation Grantor shall update the Plan at least every ten years thereafter to the extent that the Conservation Grantor desires to continue to conduct forestry activities on the Premises. All forest

product-harvesting operations shall be conducted in accordance with applicable law. All updates to the Plan will be subject to the review and approval of the State Forester.

6. 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 Premises except that vegetative waste may be composted, and other waste generated by permitted uses on the Premises 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 and Conservation Grantor covenant and represent that, to the best of their knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Premises, and that there are not now any underground storage tanks located on the Premises.

7. Costs and Taxes. Conservation Grantor acknowledges that the Holder has no possessory rights in the Premises, nor any responsibility or right to control, maintain, or keep up the Premises. Conservation 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 herein. Conservation Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Premises 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.

Conservation Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises 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 Conservation 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 Conservation 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 Conservation Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

8. Subdivision Limitation and Subsequent Transfers. The Premises 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 Premises may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Conservation Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Conservation Grantor in any subsequent deed or other legal instrument by which the Conservation Grantor divests either the fee simple title or possessory interest in the Premises, and Conservation Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

9. Miscellaneous.

a) Grantor and Conservation Grantor represent that as of the date of this grant there are no liens or mortgages outstanding against the Premises. 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 Premises 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 Conservation 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 Premises made after the date of this grant. Holder will use such proceeds for its conservation purposes.

10. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Premises 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 Conservation Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Conservation Grantor is not responsible for injury to or change in the Premises 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 Conservation Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises 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, Conservation 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 Premises 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.

11. Notices. Any notice to Holder required herein 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 Conservation Grantor required herein must be made by certified mail, return receipt requested, addressed to:

Executive Director
New England Forestry Foundation, Inc.
32 Foster Street -- P.O. Box 1346
Littleton, MA 01460-1346

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated herein, 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.

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IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal this 6th day of
AUGUST in the year of our Lord Two Thousand Nineteen.

Signed, sealed and delivered in the
Presence of:

Nikki Swenseid
Nikki Swenseid witness

Tammie Hand
Tammie Hand witness

KSK Associates, LLC

By: Stephen F. Harney (LS)
Stephen F. Harney
Managing Member

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK ss: CITY OF SOUTHPOR

On this, the 6th day of AUGUST, 2019, before me, the undersigned officer, personally
appeared Stephen F. Harney, known to me to be the person whose name is subscribed to in this
instrument and who acknowledged the same to be his free act and deed as the managing member of
KSK Associates, LLC and that he executed this instrument for the purposes therein contained and
executed this instrument on behalf of KSK Associates, LLC.

In Witness Whereof, I hereunto set my hand and official seal.

Mallory H. Wells
Commissioner of the Superior Court
Notary Public Mallory H. Wells
My Commission Expires on: Sept. 29, 2021



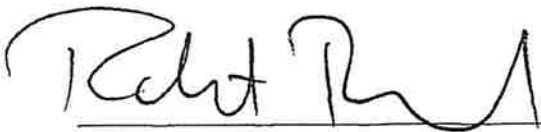
THE NEW ENGLAND FORESTRY FOUNDATION, INC. hereby accepts this deed and covenants that it shall HAVE AND HOLD the above granted and bargained Conservation Easement unto the said Holder and that it will WARRANT AND DEFEND the Premises to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the New England Forestry Foundation, Inc. and State of Connecticut hereto have set their hands.

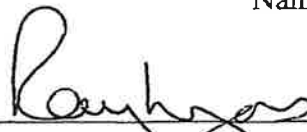
NEW ENGLAND FORESTRY FOUNDATION, INC. WITNESSES

Signature

Name in print



Robert Perschel, Executive Director
Duly Authorized



Name

Ray Lyons



Name

Holly Mansfield

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF MIDDLESEX)

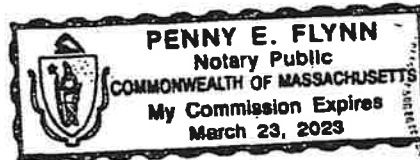
SS. TOWN OF LITTLETON

The foregoing instrument was acknowledged before me this 7th day of August 2019, by Robert Perschel, Executive Director of the New England Forestry Foundation, Inc., a Commonwealth of Massachusetts corporation, on behalf of the corporation.



Notary Public

My Commission Expires _____



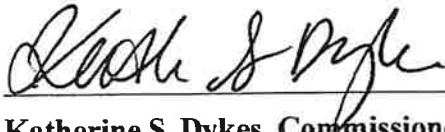
STATE OF CONNECTICUT

The foregoing Conservation Easement is accepted this 16th day of August 2019 by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, Pursuant to Connecticut General Statutes Section 7-131d(e).

WITNESSES

Signature

Name in print



Katherine S. Dykes, Commissioner
Department of Energy and Environmental Protection



Name CARMEN Colon



Name Beatriz Milne

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

SS. CITY OF HARTFORD

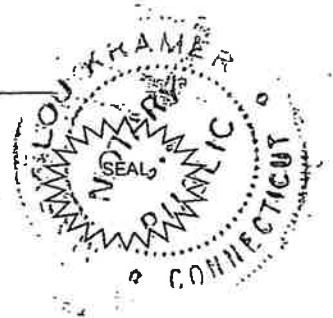
The foregoing instrument was acknowledged before me this 16th day of August 2019, by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, State of Connecticut for the State of Connecticut.



~~Commissioner of the Superior Court~~

Notary Public

My Commission Expires 2/28/2023

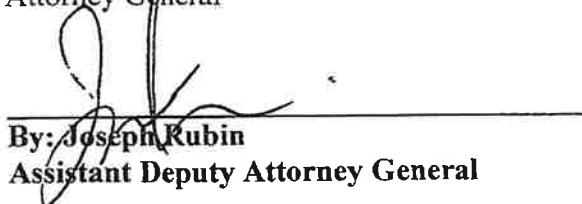


STATUTORY AUTHORITY

Connecticut General Statutes
Section 7-131d(e)

APPROVED

William Tong
Attorney General


By: Joseph Rubin
Assistant Deputy Attorney General

8/22/19
Date

EXHIBIT A

The land being acquired by New England Forestry Foundation, Inc. and upon which a permanent Conservation is being placed is described further by means of the following property description.

All that certain piece or parcel of land with all of the improvements thereon, if any, situated on the eastern highway line of Goldfinch Terrace in the Town of East Lyme, County of New London and State of Connecticut, labeled as "THIS PARCEL TO BE MERGED WITH OTHER LAND OF NEW ENGLAND FORESTRY FOUNDATION, INC. Phase 2 Area = 1,436.092.0 SQ FT M/L 33.0 Acres M/L" on a map entitled "LOT LINE MODIFICATION PROPERTY TO BE CONVEYED TO NEW ENGLAND FORESTRY FOUNDATION FOR PROPERTY LOCATED AT GOLDFINCH TERRACE & EGRET ROAD TOWN OF EAST LYME - COUNTY OF NEW LONDON - CONNECTICUT" October 9, 2017, revised to May 10, 2019, Scale 1"=100'. Said map being certified substantially correct by James Bernardo L.L.S. 70121, Bernardo Land Surveying, LLC 102A Spithead Road, Waterford, Connecticut 06385. Said map being recorded in the Town Clerks Office of the Town of East Lyme as map number 100-091128 (the "Plan") to which reference may be had for a more particular description, and which parcel is more particularly bounded and described as follows:

Beginning at a point marked by a rebar on the easterly side of Goldfinch Terrace, said point being a southwest corner of land N/F of New England Forestry Foundation, Inc. (NEFF) and a northwest corner of the herein described parcel.

Thence running easterly along land of said NEFF the following two (2) courses and distances: N84°01'48"E a distance of 377.63 feet to a rebar, thence S85°48'19"E a distance of 296.62 feet to a rebar, said point being the northeast corner of the herein described parcel.

Thence southerly along said NEFF the following two (2) courses and distances:

S05°42'24"W a distance of 463.59 feet to a rebar, thence S03°23'41"E a total distance of 1357.20 feet to a rebar, this total distance is further marked by intermediate points on the following distances, 270.00 feet, 266.00 feet, 299.00 feet 272.00 feet and 250.20 feet, said point being a southeast corner of the herein described parcel.

Thence along said NEFF S56°53'37"W a total distance of 663.98 feet to a rebar, this total distance is further marked by an intermediate rebar on the following distances, 333.98 feet and 330.30 feet, Thence S21°10'10"W a distance of 374.16 feet to a rebar, said point being a southeast corner of the herein described parcel.

Thence N88°44'22"W a distance of 363.43 feet to a stone wall, thence S04°30'37"W a distance of 1.7 feet to a drill hole.

Thence along land N/F Tamara Schacher-Tytla N90°00'00"W a distance of 224.46' to a rebar, being the southwest corner of the herein described parcel.

Thence along said Schacher-Tytla and Lot #17, in part by each, N06°42'32"E a distance of 337.25 feet to a point.

Thence along Lot #18 N29°49'25"W a distance of 219.56 feet to a concrete monument at the eastern street line of Egret Road.

Thence along said Egret Road the following two (2) courses and distances:

along a curve to the left having a Delta of 34°02'06" a radius of 325.00' a chord bearing & distance of N36°46'09"E a distance of 190.23 feet and a length of 193.06' to a concrete monument, thence N19°44'41"E a distance of 160.97 feet to an iron pin.

Thence along land N/F Bonnie L. Speziali, Trustee the following four (4) courses and distances: S65°45'21"E a distance of 203.65 feet to an iron pin, thence S16°57'24"W a distance of 101.50 feet to an iron pin, thence N87°44'51"E a distance of 277.94 feet to a point, thence N01°43'50"E a distance of 86.18 feet to an iron pin.

Thence along a parcel that is to be merged with other land of Bonnie L. Speziali, Trustee shown as "REMAINING LAND OF KSK ASSOCIATES LLC", the following four (4) courses and distances:

S53°33'52"E a distance of 235.19 feet to an iron pin, thence N44°15'22"E a distance of 306.19 feet to an iron pin, thence N00°00'00"W a distance of 254.26 feet to an iron pin and N88°53'20"W a distance of 167.62 feet to a drill hole.

Thence along Lot #148 N01°43'38"E a distance of 249.87 feet to a drill hole.

Thence along Lot #146 the following two (2) courses and distances:

N01°48'45"E a distance of 100.10 feet to an iron pin, thence N37°06'57"W a distance of 250.95 feet passing through a drill hole to an iron pin.

Thence along LAND OF KSK ASSOCIATES LLC TO BE MERGED WITH LAND OF COVE LANDING ASSOCIATES LLC the following seven (7) courses and distances:

N59°27'21"E a distance of 122.71 feet to an iron pin, thence N13°02'27"E a distance of 297.28 feet to an iron pin, thence N69°49'23"W a distance of 188.31 feet to an iron pin, thence N16°15'37"E a distance of 26.62 feet to an iron pin, thence N25°42'36"E a distance of 159.54 feet to a point, thence N24°21'23"E a distance of 172.98 feet to an iron pin, thence N73°32'57"W a distance of 209.14 feet to an iron pin on the easterly side of Goldfinch Terrace.

Thence said Goldfinch Terrace the following two (2) courses and distances:

along a curve to the left having a delta of 11°04'50" a radius of 175.00 feet and a length of 33.84 feet to a point, thence N02°25'20"W a distance of 34.34 feet to the point and place of beginning.

Also, an easement for forestry and maintenance purposes over the area shown and identified as "25' Access Easement to be conveyed to New England Forestry Foundation" running from "End of Town Road as per Volume 417, Page 618" from Goldfinch Terrace through the parcel shown and identified as "This Parcel to be merged with other land of Bonnie L. Speziali, Trustee," as shown on the Plan.

The Premises is Subject to:

1. A waiver of relinquishment of all access rights to and from the relocation of U.S. Route 1 and remaining land of Fred A. Beckwith with Mary H. Weaver as set forth in a deed to the State of Connecticut dated September 27, 1948 and recorded on October 15, 1948 in Volume 52, Page 407 of the East Lyme Land Records.
2. Right of access taken from land owned by Thomas A. Payne, Alice P. Spradowski and Adelaide Follows abutting Boston Post Road, U.S. Route 1, (commonly known as the New London By-Pass) by the State of Connecticut in a Certificate of Taking dated May 5, 1949 and recorded May 6, 1949 in Volume 52, Page 587 of the East Lyme Land Records.
3. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated October 15, 1956 and recorded on January 21, 1957 in Volume 69, Page 477 of the East Lyme Land Records.
4. Right of access taken in a Certificate of Taking from Frederick H. Southworth by the State of Connecticut dated September 5, 1956 and recorded on September 20, 1956 in Volume 72 at

5. Rights of access taken in a Certificate of Taking from Alice M. Payne, Alice P. Cripps, f/k/a Alice J. Payne, and Adelaide Follows by the State of Connecticut dated June 7, 1957 and recorded on June 21, 1957 in Volume 74, Page 223 of the East Lyme Land Records.
6. Rights of access taken in a Certificate of Taking from Alice P. Cripps, f/k/a Alice J. Payne, by the State of Connecticut dated June 7, 1957 and recorded June 21, 1957 in Volume 74 at Page 224 of the East Lyme Land Records.
7. A waiver of relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated February 28, 1957 and recorded on July 17, 1957 in Volume 74, Page 403 of the East Lyme Land Records.
8. A Utility Easement from Horace L. Cray to Connecticut Light and Power Company dated February 16, 1972 and record on February 23, 1972 in Volume 134 at Page 654 of the East Lyme Land Records,
9. Farm/Forest/Open Space Town of East Lyme Tax Assessors Certification recorded on November 30, 2015 in Volume 956 at Page 177 of the East Lyme Land Records.
10. Forest Designation by the Town of East Lyme ending August 18, 2018 recorded in Volume 956 at Page 180 of the East Lyme Land Records.
11. Notes, restrictions and facts on a map entitled "Lot Line Modification Property to be Conveyed to New England Forestry Foundation for Property Located at Goldfinch Terrace & Egret Road Town of East Lyme – County of New London – Connecticut" dated October 9, 2017, revised to May 10, 2019, Scale 1"=100'. Said map being certified substantially correct by James Bernardo L.L.S. 70121 of Bernardo Land Surveying, 102A Spithead Road, Waterford, Connecticut 06385, (860) 447-0236, www.JBSurvey.com. Said map is on file as map number 100 DEAN in the land records of the East Lyme Town Clerk.
12. A Conservation Easement from KSK Associates LLC to the Town of East Lyme dated August 14, 2012 recorded in Volume 896 at Page 169 of the Est Lyme Land Records.
13. A conservation Easement from KSK Associates to Bonnie L. Speziale Trustee dated August 15, 2014 and recorded I Volume 935 at Page 317 of the East Lyme Land Records. (Said easement consists of 11,104 Sq. Ft.)

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14. Forestry and Open Space Assessment from KSK Associates LLC to the Town of East Lyme recorded January 31, 2017 in Volume 976 at Page 243 of the East Lyme Land Records.
15. Forestry and Open Space Assessment from KSK Associates LLC to the Town of East Lyme recorded January 31, 2017 in Volume 990 at Page 382 of the East Lyme Land Records.

EXHIBIT B

USDA Community Forest and Open Space Conservation Program

NOTICE OF GRANT REQUIREMENT

The property described herein in Exhibit A, "Property Description," (Property) was acquired pursuant to a monetary grant awarded to the *New England Forestry Foundation, Inc.*, (Grant Recipient). The purpose of this acquisition is to effect the goals of the U.S. Department of Agriculture (USDA) Forest Service's *Community Forest and Open Space Conservation Program* (Community Forest Program or CFP) in accordance with the provisions of Section 7A of the *Cooperative Forestry Assistance Act* (CFAA) of 1978 as amended. Such purposes are to provide public benefits to communities including economic benefits through sustainable forest management, environmental benefits including clean air, water, and wildlife habitat; benefits from forest-based educational programs; benefits from serving as models of effective forest stewardship; and recreational benefits secured with public access; and to acquire private forest lands that are threatened by conversion to nonforest uses. Program delivery is guided by the Community Forest Program regulations (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121). In accordance with these regulations the Grant Recipient acknowledges that:

1. This Property was purchased with Federal funds in accordance with the Community Forest Program (36 CFR Part 230 Subpart A) (published 10/20/2011; 76 FR 65121);
2. The legal description for the Property is as set forth in Exhibit A, "Property Description;";
3. The address of the Grant Recipient and authorized title holder listed above is: New England Forestry Foundation, Inc. PO Box 1346, 32 Foster Street, Littleton, MA 01460.
4. This Property is designated as a 'Community Forest' pursuant to the requirements of the Community Forest Program (CFP);

The Grant Agreement with the USDA Forest Service is agreement number 16-DG-11420004-241 and it is kept on file at:

U.S. Forest Service
Eastern Region State & Private Forestry
626 E. Wisconsin Ave.
Milwaukee, WI 53202

5. The Grant Recipient shall ensure that for all land(s) acquired pursuant to this grant is held in perpetuity by an eligible entity as defined by 36 CFR Part 230 (published 10/20/2011; 76 FR 65121) and that the Community Forest will be (i) managed pursuant to the grant, the Community Forest Plan, and the purpose of the CFP; (ii) will not be conveyed or encumbered, in whole or in part, to another party without written permission and instructions from the awarding agency; (iii) will be managed consistent with the purpose of the CFP;
6. In the event that the Community Forest is sold or converted to nonforest uses or a use inconsistent with the purpose of the CFP, the Grant Recipient or subsequent Community Forest landowner shall: (1) pay the United States an amount equal to the current sale price or the current appraised value of the parcel, whichever is greater; and (2) not be eligible for additional grants under the CFP.

EXHIBIT 9

STATUTORY FORM WARRANTY DEED

2783

NORTHERN BUSINESS CAPITAL CORPORATION, a Connecticut corporation, having an office located in Simsbury, Connecticut (hereinafter referred to as "**Grantor**"), for the consideration of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) received to its full satisfaction of **KSK ASSOCIATES, LLC**, a Connecticut limited liability company, having an office located in East Lyme, Connecticut (hereinafter referred to as "**Grantee**"), does hereby give, grant, bargain, sell and confirm unto said Grantee with WARRANTY COVENANTS all of that certain piece or parcel of land situated in the Town of East Lyme, County of New London and State of Connecticut, more particularly described in Exhibit A annexed hereto and made a part hereof. Said real property is conveyed subject to any and all exceptions set forth in Exhibit B annexed hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed this 6th day of August, 2008.

Signed and Delivered
in the Presence of:

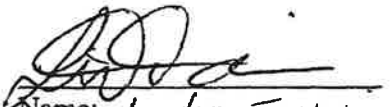
NORTHERN BUSINESS CAPITAL
CORPORATION, a Connecticut corporation


Nathalie Alice Gilt

Name:

By:


Kim Austin
Its Secretary


Name: Lindsay Tomlinson

\$1500.00 \$750.00

CONVEYANCE TAXES COLLECTED


TOWN CLERK OF EAST LYME

Certificate Of Acknowledgment

State of California

County of San Diego

On August 6, 2008, before me, Nathalie Alice Gill, Notary Public
(name and title of the officer)

personally appeared Kim Austin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nathalie Alice Gill

(Seal)



Grantee's Address:

20 Islanda Court
East Lyme, CT 06333

EXHIBIT A

Legal Description of Premises

Parcel 1:

All of that certain piece or parcel of land located in the Town of East Lyme, County of New London and State of Connecticut depicted as "8,637,165 Sq. Ft. 198.28 AC Heritage Section 2" on that certain plan entitled "BOUNDARY PLAN PROPERTY OF NORTHERN BUSINESS CAPITAL CORP. I-95 EAST LYME, CONNECTICUT SHEET 1B SCALE: 1"=200' DATE: JAN. 24, 2000" prepared by William F. Kent, R.L.S. and filed on May 24, 2000 in Drawer 5, No. 618 in the East Lyme, Connecticut Land Records.

Parcel 2:

All of that certain piece or parcel of land located in the Town of East Lyme, County of New London and State of Connecticut depicted as "AREA 333375.95 S.F. 7.65 AC" on that certain plan entitled "OPEN SPACE HERITAGE AT EAST LYME SUBDIVISION SECTION I PROPERTY OF THE HERITAGE DEVELOPMENT GROUP, INC. SOUTHURY, CONNECTICUT SCALE 1"=100' SHEET 49B OF 130 NOVEMBER 28, 1988" prepared by J. Robert Pfanner & Associates P.C. and filed on March 9, 1999 in Drawer 4, No. 766 in the East Lyme, Connecticut Land Records.

Parcel 3:

All of that certain piece or parcel of land located in the Town of East Lyme, County of New London and State of Connecticut depicted as "AREA 229556.31 S.F. 5.27 AC" on that certain plan entitled "OPEN SPACE HERITAGE AT EAST LYME SUBDIVISION - SECTION 1 PROPERTY OF THE HERITAGE DEVELOPMENT GROUP, INC. SOUTHURY, CONNECTICUT 1 INCH = 100 FEET SHEET 49A OF 130 NOVEMBER 17, 1988 REV. SEPTEMBER 11, 1993 LOT 37 & OPEN SPACE" prepared by J. Robert Pfanner & Associates P.C. and filed on December 6, 1993 in Drawer 5, No. 334 in the East Lyme, Connecticut Land Records.

EXHIBIT B

THE PREMISES ARE CONVEYED SUBJECT TO:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Taxes on the List of October 1, 2007, second half, and taxes for all subsequent years, which the Grantee by acceptance of this deed assumes and agrees to pay.
3. Easements, rights, restrictions, covenants and agreements as of record may appear.
4. A perpetual easement, privilege and right of way one hundred and twenty-five (125) feet wide in favor of the Connecticut Light and Power Company from Fred A. Beckwith and Mary H. Weaver dated June 24, 1943 and recorded July 6, 1943 in Volume 42, Page 368 of the East Lyme Land Records.
5. Right of access taken from land owned by Thomas A. Payne, Alice P. Spradkowski and Adelaide Follows abutting Boston Post Road, U.S. #1 (commonly known as the New London By-Pass) by the State of Connecticut in a Certificate of Taking dated May 5, 1949 and recorded May 6, 1949 in Volume 52, Page 587 of the East Lyme Land Records.
6. A waiver and relinquishment of all access rights to and from the relocation of U.S. Route #1 and remaining land of Fred A. Beckwith and Mary H. Weaver as set forth in a deed to the State of Connecticut dated September 27, 1948 and recorded October 15, 1948 in Volume 52, Page 407 of the East Lyme Land Records.
7. A waiver and relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated October 15, 1956 and recorded January 21, 1957 in Volume 69, Page 477 of the East Lyme Land Records.
8. Rights of access taken in a Certificate of Taking from Frederick H. Southworth by the State of Connecticut dated September 5, 1956 and recorded September 20, 1956 in Volume 72, Page 237 of the East Lyme Land Records.
9. A waiver and relinquishment of all access rights to and from the Connecticut Turnpike and remaining land of Frederick H. Southworth as set forth in a deed to the State of Connecticut dated February 28, 1957 and recorded July 17, 1957 in Volume 74, Page 403 of the East Lyme Land Records.
10. Rights of access taken in a Certificate of Taking from Alice M. Payne, Alice P. Cripps f/k/a Alice J. Payne, and Adelaide Follows by the State of Connecticut dated June 7, 1957 and recorded June 21, 1957 in Volume 74, Page 223 of the East Lyme Land Records.

11. Rights of access taken in a Certificate of Taking from Alice P. Cripps f/k/a Alice J. Payne, and Adelaide Follows by the State of Connecticut dated June 7, 1957 and recorded June 21, 1957 in Volume 74, Page 224 of the East Lyme Land Records.

12. Utility Easement in favor of the Connecticut Light and Power Company from Horace I. Crary dated February 16, 1972 and recorded February 23, 1972 in Volume 134, Page 655 of the East Lyme Land Records.

13. A Special Permit granted by the Town of East Lyme for Gravel Removal and Dumping, dated November 29, 1989 and recorded April 25, 1990 in Volume 300, Page 13 of the East Lyme Land Records.

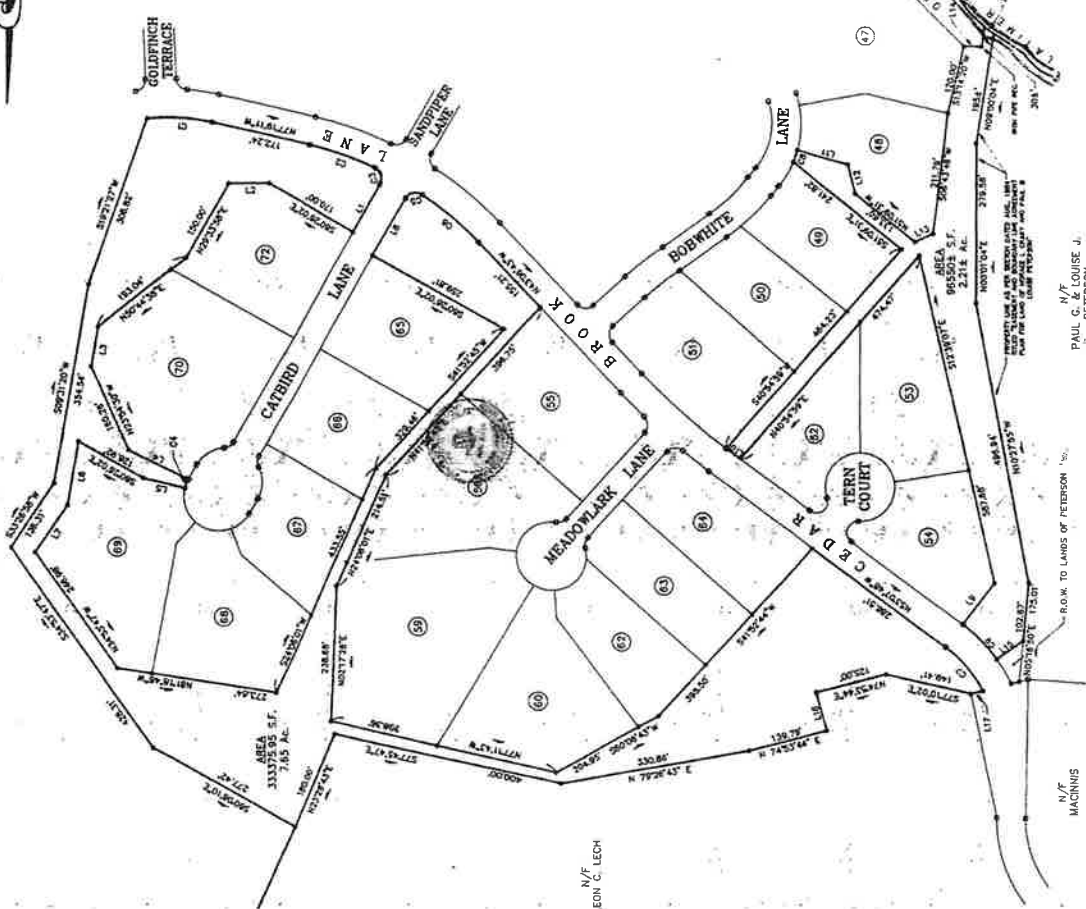
14. Any and all notes, conditions and easements shown on a map entitled "Boundary Survey, Property of Heritage and Development Group, Inc. Property East of Chesterfield Road, Conn. Rte. 161, East Lyme, Conn., dated July 17, 1987, certified by J. Robert Pfanner, P.E. L.S. No. 9442.

15. All notes and conditions as shown on Map Dr 6-196 in the East Lyme Town Clerk's Office.

Recorded Aug 18 20 08
3 AM ETH B Williams
PM
East Lyme Town Clerk

EXHIBIT 10

HERITAGE AT EAST LYME
SECTION II



No.	Length	Width	Area
1	127.25'	17.33'	2205.00
2	127.25'	17.33'	2205.00
3	127.25'	17.33'	2205.00
4	127.25'	17.33'	2205.00
5	127.25'	17.33'	2205.00
6	127.25'	17.33'	2205.00
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100	127.25'	17.33'	2205.00

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98	127.25'	17.33'	2205.00
99	127.25'	17.33'	2205.00
100	127.25'	17.33'	2205.00

CASTLE HILL PLANNING COMMISSION
SUBDIVISION SECTION I
DATE: 10/10/88
PLANNING BOARD: 10/10/88
EXPIRATION DATE: 10/10/90

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

SCALE 1" = 100'

SHEET 49B OF 130
NOVEMBER 28, 1988



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

THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND I AM NOT PROVIDING ANY GUARANTEE OF ACCURACY OR COMPLETION OF THE PROJECT.

PAUL C. PETERSON
N.E.

PAUL C. PETERSON
N.E.

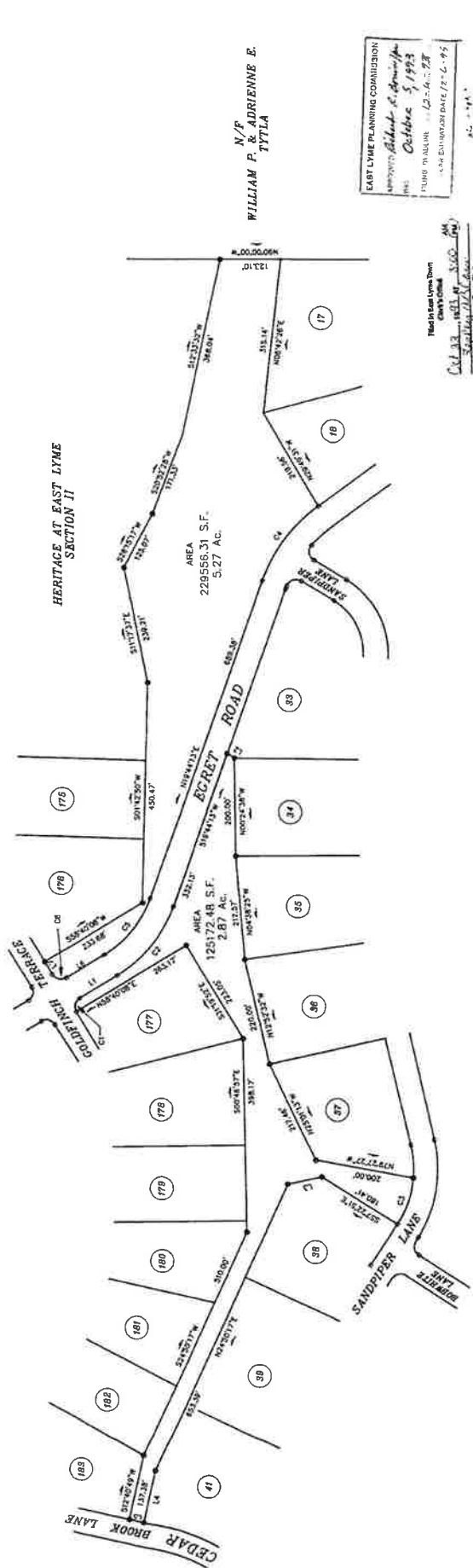
N.E.
MACINIS

Recorded Drawer 4 # 766



Station	Offset	Area	Perimeter
1	15.42	1.50	1.50
2	15.42	1.50	1.50
3	15.42	1.50	1.50
4	15.42	1.50	1.50
5	15.42	1.50	1.50
6	15.42	1.50	1.50
7	15.42	1.50	1.50
8	15.42	1.50	1.50
9	15.42	1.50	1.50
10	15.42	1.50	1.50

• NON-RADIAL CHORD BEARING = N135°27'E 100.81'



OPEN SPACE
HERITAGE AT EAST LYME
SUBDIVISION - SECTION I
PROPERTY OF
THE HERITAGE DEVELOPMENT GROUP, INC.
SOUTHBRURY, CONNECTICUT

GRAPHIC SCALE
1 inch = 100 ft.
(in feet)

SHEET 49A OF 130
NOVEMBER 17, 1988
REV. SEPTEMBER 11, 1993
LOT 37 & OPEN SPACE

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



THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CONNECTICUT. I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CONNECTICUT AND THAT I AM THE AUTHOR OF THESE PLANS AND SPECIFICATIONS.

Surveyed in 1988
Plotted in 1988
J. Robert Peanner P.E. L.S. 8042

EAST LYME PLANNING COMMISSION
APPROVED: *Robert E. Brown*
DATE: October 5, 1993
FILED: PLANNING
DATE: 12-16-93
BY: [Signature]
1-1-94 EXPIRATION DATE: 12-16-95

Plotted in 1988
Plotted in 1988
J. Robert Peanner P.C.

EXHIBIT 11

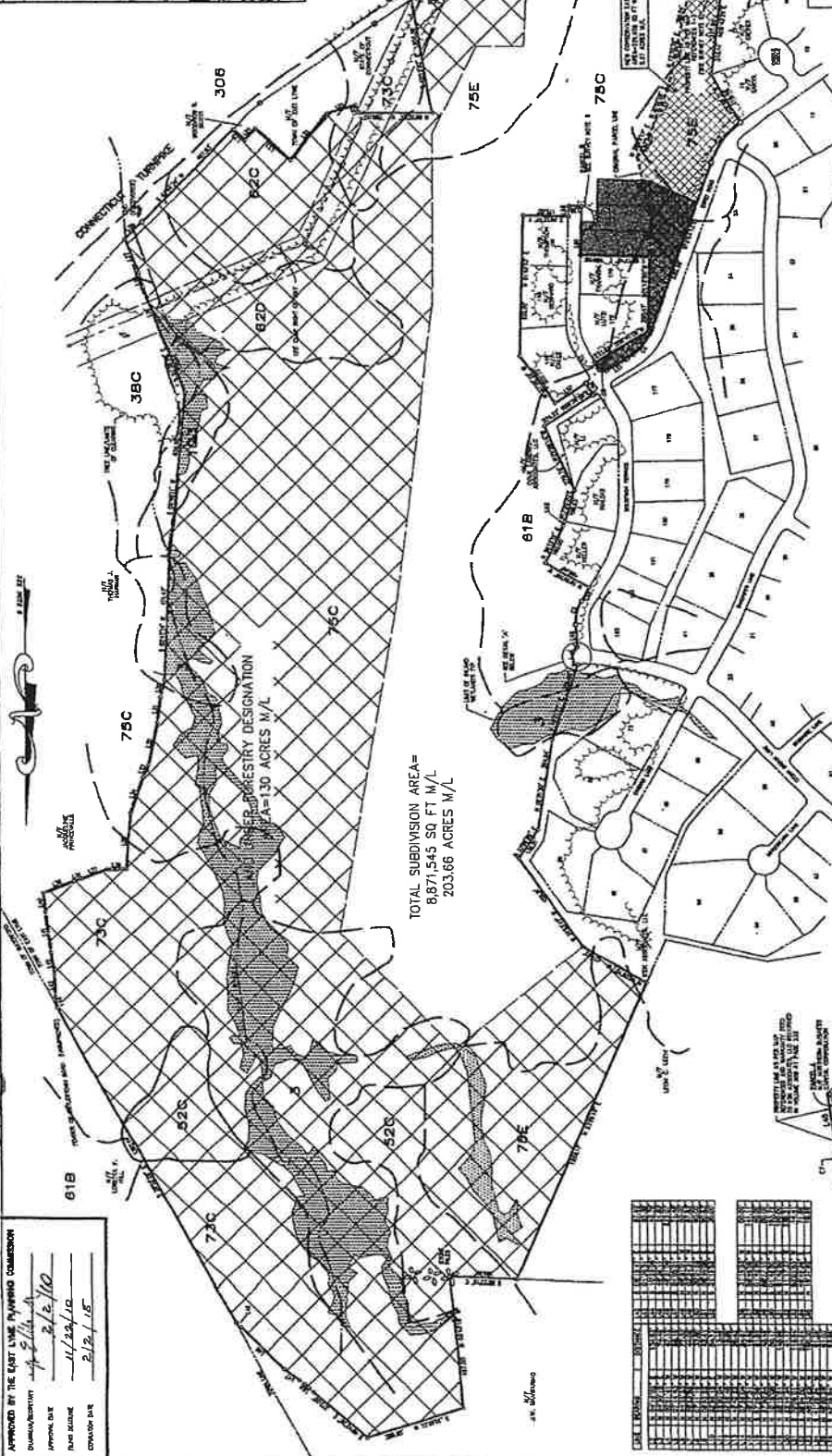
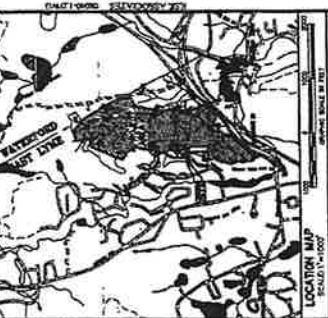
Recorded- Drawer 6 # 572 - 11/19/2010

APPROVED BY THE EAST LIME PLANNING COMMISSION

DATE: 11/19/10

APPROVED DATE: 11/19/10

COMMISSIONER: [Signature]



TOTAL SUBDIVISION AREA =
8,871,545 SQ. FT. M/L
203.66 ACRES M/L

INDEX TO SHEETS

BOUNDARY SURVEY	1
TEST HOLES & NOTES	2
RECORD SUBDIVISION PLAN	3
SITE DEVELOPMENT & DESIGN	4
CONTROL PLAN	5
DETAIL SHEET	6

BOUNDARY SURVEY & NATURAL HERITAGE AT EAST LIME
RESUBDIVISION PHASE 2
GOLDFINCH TERRACE & EGRET ROAD
EAST LIME, CONNECTICUT
APPLICANT/OWNER:
KSK ASSOCIATES, LLC

DATE: OCTOBER 2, 2009
 SCALE: 1"=40'
 SHEET NO. 1 OF 5

- NOTES
1. THE PLAT IS A SUBDIVISION OF THE LANDS OWNED BY THE EAST LIME PLANNING COMMISSION, INC. (ELPC) AND IS SUBJECT TO THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100.
 2. THE PLAT IS A SUBDIVISION OF THE LANDS OWNED BY THE EAST LIME PLANNING COMMISSION, INC. (ELPC) AND IS SUBJECT TO THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100.
 3. THE PLAT IS A SUBDIVISION OF THE LANDS OWNED BY THE EAST LIME PLANNING COMMISSION, INC. (ELPC) AND IS SUBJECT TO THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100.
 4. THE PLAT IS A SUBDIVISION OF THE LANDS OWNED BY THE EAST LIME PLANNING COMMISSION, INC. (ELPC) AND IS SUBJECT TO THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100.
 5. THE PLAT IS A SUBDIVISION OF THE LANDS OWNED BY THE EAST LIME PLANNING COMMISSION, INC. (ELPC) AND IS SUBJECT TO THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100, AND THE ELPC'S SUBDIVISION MAP ACT, C.S. 20-100.

James Bernardo Land Surveying, LLC
 102A Spithead Road
 Waterford, Connecticut 06385
 (860) 447-0236

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	10/2/09	ISSUED FOR PERMIT	JBS
2	10/2/09	ISSUED FOR PERMIT	JBS
3	10/2/09	ISSUED FOR PERMIT	JBS
4	10/2/09	ISSUED FOR PERMIT	JBS
5	10/2/09	ISSUED FOR PERMIT	JBS



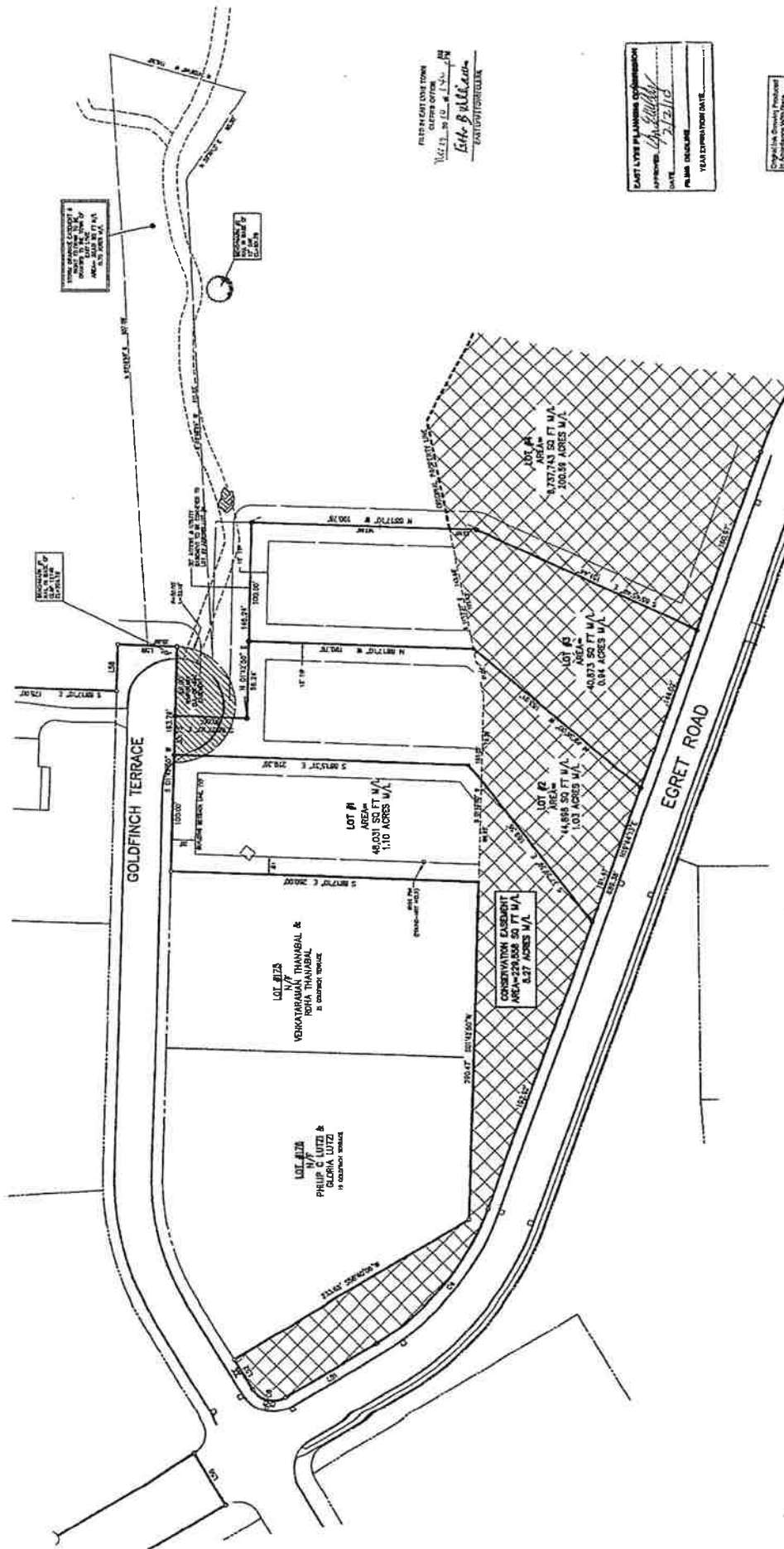
JAMES BERNARDO LAND SURVEYING, LLC
 102A SPITHEAD ROAD
 WATERFORD, CONNECTICUT 06385
 (860) 447-0236

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS
 SUBSTANTIALLY CORRECT AS NOTED HEREON.

DATE: 11/19/10

DATE: 11/19/10

Recorded: Drawer 6 # 594 - 11/19/2010



FOR THE EAST LIME CONVEYANCE
 CLERK OF COURTS
 STATE OF CONNECTICUT
 JAMES BERNARDO, LL.P.
 EAST LIME, CONNECTICUT

EAST LIME PLANNING & CONSTRUCTION
 APPROVED: [Signature]
 DATE: 7/2/10
 PLANNING & CONSTRUCTION
 YEAR EXPIRATION DATE: _____

Original (See County Records)
 For Public Use Only
 James Bernardo, LL.P. (2010)

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

DATE: OCTOBER 2, 2009
 SCALE: 1"=40'
 TAX MAP ID: 08040-4
 SHEET NO.: 3 OF 5

NO.	DATE	REVISIONS
1	10/2/09	PRELIMINARY LAYOUT & BOUNDARY TO BE MADE KNOWN
2	10/2/09	REVISION TO LOT 10
3	10/2/09	REVISION TO LOT 10
4	10/2/09	REVISION TO LOT 10



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

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 11/19/2010 BY 60322
 60322



