

**DESIGN REPORT
RE- SUBDIVISION PLAN
HERITAGE at EAST LYME SUBDIVISION
CEDARBROOK LANE
ASSESSORS MAP 36.0 LOT 31
SEPTEMBER 2, 2025**

The One Lot Conventional Re-Subdivision of the subject property located on Cedarbrook Lane will confirm site feasibility as a building lot of the existing 1.2 acre parcel which has 387' of frontage and access from Cedarbrook Lane. As is detailed in the submitted plans no public improvements will be necessary.

NATURAL and CULTURAL RESOURCES and SITE ANALYSIS PLAN

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

SITE CONTEXT PLAN

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

ARCHAEOLOGICAL SURVEY

A request for determination from the State of Connecticut Office of State Archeology in accordance with Town of East Lyme Subdivision Regulations Section 5-8 was sent to Sarah Sportman, State of Connecticut Archaeologist, on August 19, 2025. On September 2, 2025 the applicant was copied on a letter addressed to Gary Goeschel Town of East Lyme Director of Planning responding to the August 19, 2025 request for determination which stated in pertinent part **"the Office of State Archaeology (OSA) recommends no further archaeological work in the project area, as it is unlikely to yield significant information about the past"**. A Copy of the OSA correspondence is attached as Exhibit C.

BIOLOGICAL REPORT

A National Diversity Database determination request was made from the State of Connecticut Department of Energy and Environmental Protection ("DEEP"). DEEP's response is enclosed as Exhibit D. The applicant requests the Planning Commission incorporate DEEP's recommended "Best Practices" clearing restriction as a condition of this re-subdivision. The clearing restriction would prohibit clearing of the proposed lot during the period beginning April 1 and ending October 31 of the calendar year.

SOIL SCIENTIST'S REPORT

As evidenced by Towns GIS mapping there are no inland wetlands located on the property subject to this re-subdivision application. See Exhibit E. None the less the applicant has requested Soil Scientist, Joseph Theroux perform a field evaluation of the subject property. A written report will be provided to the Planning Commission by Mr. Theroux .

PESTICIDE REPORT

No evidence of farming or pesticide use exists. The subject property is sloping with ledge outcrops on its eastern and western boundaries. The soil conditions on this property demonstrate it would prove difficult for use as farmland. As further evidence attached as Exhibit F is a 1934 aerial photograph of the subject and surrounding properties which demonstrates no farming activity on or even near the subject property's location.

OPEN SPACE

The Heritage at East Lyme Subdivision totals 332 +/- acres in size. A detailed report demonstrating 225 +/- of the 332 +/- acres that make up this subdivision has been preserved as Open Space. This amounts to 67.2% of the total land. The Open Space Requirement for this subdivision was/is 10% or 32 +/- acres. This report is attached as Exhibit G.

YIELD PLAN

The design of this Re- Subdivision uses a Conventional Subdivision Design format. The proposed re-subdivision is less than 10 acres in size and proposes a single lot. Accordingly, no yield plan is required by the Subdivision Regulations

SEWAGE DISPOSAL REPORT

An application for onsite septic feasibility determination has been submitted to and approved by Ledge Light Health District. A copy of the Site Feasibility determination is attached as Exhibit H. All conditions identified in the approved feasibility determination have been completed as evidenced by the site plan submitted with this re-subdivision application.

WATER SUPPLY REPORT

This property has access to Municipal Water Service and a request for confirmation has been made to the Town of East Lyme Water and Sewer Department. See attached Exhibit I.

STORM WATER MANAGEMENT PLAN

The applicant has requested an exemption from the Stormwater Management requirements of the Subdivision Regulations identified in Section 6-8-7. 1. & 2 of the Subdivision Regulations. A report in support of this exemption and its requirements is being submitted by May Engineering LLC as a separate exhibit to this re-subdivision application.

ROAD CONSTRUCTION/PUBLIC IMPROVEMENTS

There is no road construction or public improvements required.

CONSTRUCTION ACTIVITIES

No construction activities are required. The entirety of the application property is to be sold and these activities will be performed by others pursuant to building and other permits obtained directly by them from the Town of East Lyme and Ledge Light Health District.

CONSTRUCTION SEQUENCE REPORT

The property owner intends to sell the lot created by this re-subdivision application and therefore there will be no construction sequence by the applicant.

EASEMENTS

No easements are in existence nor will there be any necessary to create feasibility as a building lot.

ENERGY EFFICIENCY and CONSERVATION STATEMENT

Per Section 6-2-6 of the Subdivision Regulations and as are evidenced by the site plans submitted with the application the applicant has;

- Provided a South facing roof surface on the proposed home to allow the placement of unobstructed solar energy systems and
- Provided an area north of the proposed home so that existing vegetation can be utilized to create a wind barrier.
- The location of the abutting Open Space and its vegetation will not interfere with the use of solar energy systems indicated in this statement because in the case of the proposed lot existing vegetation is located outside of the shade line setback required by a solar energy system.

EROSION AND SEDIMENT CONTROL PLAN

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

UTILITY PERMITS and AGREEMENTS

No Utility permits or agreements are required for this property.

EXHIBIT A



- ii. Vertical Aerial Photo. - Provided
- iii. Topography. - Shown at 1/5 intervals given scale requirements.
- iv. Soil. - Shown at 1/5 intervals given scale requirements.
- v. Wetlands. - None exist
- vi. Vegetative Cover Conditions. - See design report
- vii. Soils Series Types and Phases - See inset soils map
- viii. Organic and Water-saturated boundaries. - None exist
- ix. Wetland Analysis - Public lands are the only condition that
- x. Geographical Features - Lodge overlooking lake
- xi. Existing Man-Made Features - Cedar Creek Lane
- xii. Historical Significant Sites or Structures - None exist
- xiii. Location of Trails in Public Use - None exist
- xiv. Easements/Other Encroachments - None exist
- xv. Total Acreage of Tract - 1.2 Acres

Natural and Cultural Resources and Site Analysis Map
Cedarbrook Lane
Scale: 1" = 200'
Area: 1.2 Acres

Property Owner:
Hathaway Farms LLC
8 The Green Suite A
Dover, DE 19901



EXHIBIT B



Legend

- Subject Parcel
- 1000 Ft Buffer
- 5 Foot Contour
- Natural Diversity Database
- A/E Flood Zone

Site Context Map
Cedarbrook Lane
Scale: 1" = 200'
Area: 1.2 Acres

Property Owner:
Highway Farms, LLC
8 The Green Suite A
Dover, DE 19901

EXHIBIT C

September 2, 2025

Mr. Gary Goeschel
Director of Planning
108 Pennsylvania Ave
Niantic, CT 06357-1510

Re: Proposed Single Lot Subdivision, Cedar Brook Lane, East Lyme

Dear Mr. Goeschel:

The Office of State Archaeology (OSA) reviewed the project plans for the proposed subdivision on Cedar Brook Lane in the town of East Lyme. The planned project includes subdivision of a single building lot on 1.2 acres. Another 2.71 acres of this property has been conveyed to the East Lyme Land Trust for Open Space. The proposed development includes construction of a single-family house with an attached garage, a short driveway, and related utilities and septic.

OSA examined state archaeological site files and reports, USDA soil maps, historic maps, LiDAR imagery, and aerial photographs to assess the archaeological sensitivity of the project area. The project area was historically undeveloped and is currently wooded. It is situated across Cedar Brook Lane from Latimer Brook. The proposed development is situated within an area of very stony Charlton-Chatfield complex and Hollis-Chatfield rock outcrop soils. While state files indicate that there are archaeological sites recorded within a half mile of the project area and proximity to the brook might indicate archaeological potential, the soil types in the project area generally are associated with low archaeological sensitivity.

Given the topography and soils, the development area has a low potential to contain intact archaeological resources. Based on OSA's review, the proposed undertaking will have no adverse effect on any archaeological resources. OSA recommends no additional archaeological work in the project area, as it is unlikely to yield significant information about the past.

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

Sincerely,



Sarah P. Sportman, Ph.D.
Office of State Archaeology

Cc: Kristen Clarke, PR; Catherine Labadia and Cory Atkinson, CTSHPO

Kristen T. Clarke PE
20 Risingwood Drive
Bow, NH 03104
kristentclarke@gmail.com

August 19, 2025

Via Email: sarah.sportman@uconn.edu
Sarah Sportman
Office of State Archeology
University of Connecticut
354 Mansfield Road
Unit 1176
Storrs, CT 06269

Dear Ms. Sportman:

Attached please find the subdivision plan, Ex. 1, prepared by May Engineering LLC that we are preparing to submit to the Town of East Lyme Planning Commission as part of the subdivision application for property known Holmes Road, Assessors Map 36.0 Lot 31, East Lyme, CT.

This property is located at GPS 41.3801913 -72.2086357

The intent of this subdivision is to create a single building lot on this 1.20 ± acre property. As demonstrated by Ex. 2 as an initial step in this process 2.71 acres was conveyed to the East Lyme Land Trust, Inc. for Open Space. The 2.71 acre property conveyed to the East Lyme Land Trust abuts 200 acres of land owned by the New England Forestry Foundation ("NEFF") which has also been preserved as Open Space. For site context purposes the property being subdivided is identified on the 200 acre NEFF Survey as "Remaining Land of KSK Associates". See Ex. 3.

Additionally, I have provided the following;

- Exhibit 4- A Soils Map of the property
- Exhibit 5- A GIS Map of the property to be subdivided that includes the property conveyed to the East Lyme Land. (The GIS Map has been not been updated to reflect the property split- "Conservation Cut")

We would appreciate your review of the attached to determine if an archeological survey is necessary.

Thank you for your assistance and please let our attorney Paul Geraghty or I know if you need any additional information.

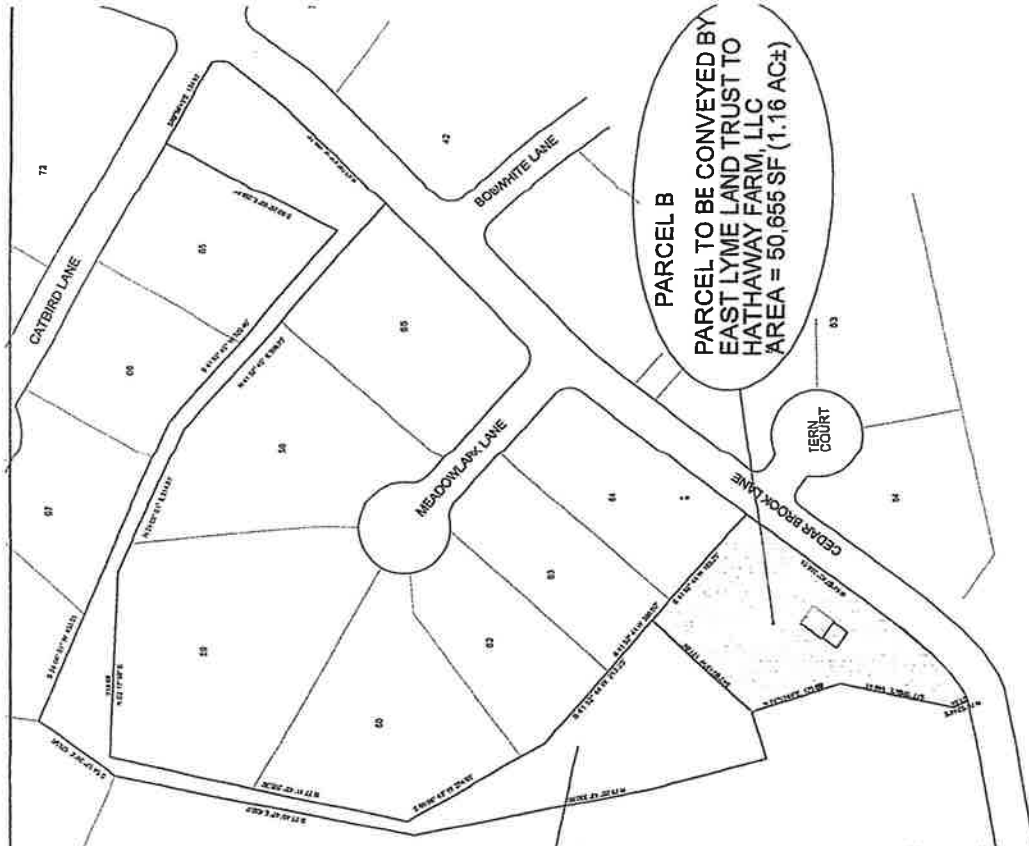
Sincerely


Kristen T. Clarke PE

cc Paul Geraghty, Esq

EXHIBIT 1

EXHIBIT 2



Parcel A
 Remaining Land of
 East Lyme Land Trust
 Area = 118,040 sf
 (2.71 ac ±)

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

**LOT D
 SANITARY DESIGN CRITERIA**

- A. PROPOSED THREE BEDROOM, NO TUBER GREATER THAN 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- B. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- C. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- D. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- E. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- F. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- G. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- H. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- I. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- J. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
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- L. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
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- P. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
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- W. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- X. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- Y. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.
- Z. 1.500 GALLON TWO COMPARTMENT BERTIC TANK REQUIRED BY CODE AND PROVIDED.

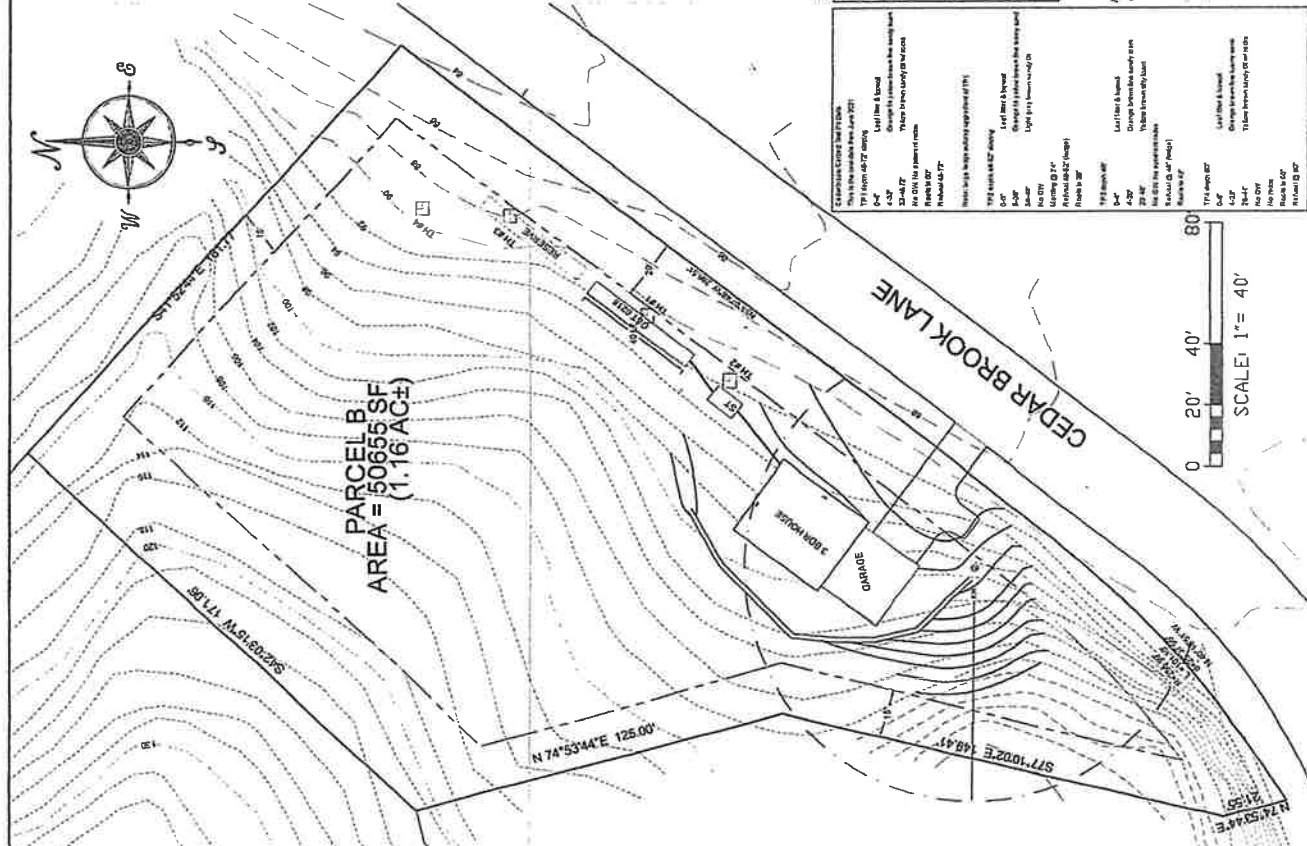
CONFORMANCE OF PROPERTY
 1. The East Lyme Land Trust is a 501(c)(3) non-profit organization.
 2. The East Lyme Land Trust is a 501(c)(3) non-profit organization.
 3. The East Lyme Land Trust is a 501(c)(3) non-profit organization.

May Engineering LLC
 Civil Engineering and Site Planning
 1997 RT 100 Oakdale, CT 06370
 860 684-8871

PROPERTY LOCATED AT
 CATBIRD & CEDAR BROOK LN,
 EAST LYME, CT
 SCALE: 1"=40' and as NOTED
 DATE: 28 October 2024
 JOB NUMBER SHEET
 21040 1 of 1

OWNER:
 ASK ASSOCIATES, LLC
 1000 Main Street
 Southington, CT 06488

Development Plan for Parcel B



NOTES:
 1. SEE OWNER'S RECORD DRAWING FOR EXISTING UTILITIES AND RECORD DRAWING FOR EXISTING UTILITIES.
 2. SEE OWNER'S RECORD DRAWING FOR EXISTING UTILITIES AND RECORD DRAWING FOR EXISTING UTILITIES.
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EXHIBIT 3

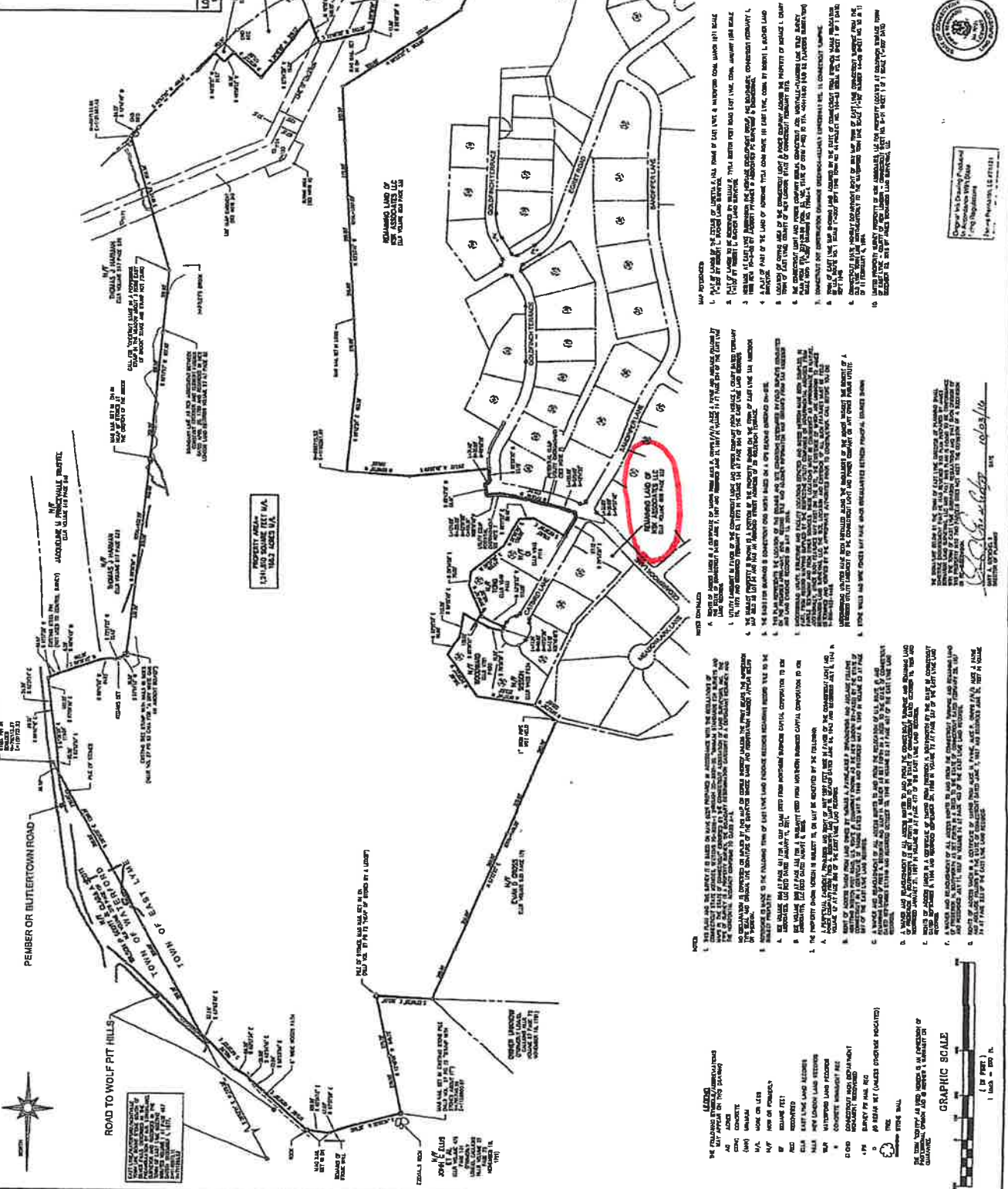
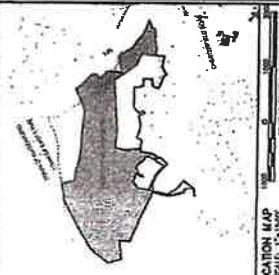
JAMES BERNARDO
LAND SURVEYING, L.L.C.
102A SPITHEAD ROAD
WATERFORD, CONNECTICUT 06385
(860) 447-0236
WWW.JBSURVEY.COM



NO.	REVISIONS	DATE
1	ORIGINAL	10-10-2014
2	REVISED	10-10-2014

PROPERTY SURVEY
PROPERTY TO BE CONVEYED TO
NEW ENGLAND FORESTRY FOUNDATION
GOVERNOR JOHN DAVIS LODGE TURNPIKE
& GOLDNICH TERRACE
CEDARHURST LANE, CATERD LANE
TOWN OF EAST LIME, COUNTY OF NEW LONDON, CONNECTICUT

S-01
SHEET 1 OF 1
Scale: 1" = 800'
Date: MAY 10, 2016
Project No.: 16014-1



NOTES:

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF CONSTRUCTION, DIVISION OF LAND SURVEYING, AND THE TOWN OF EAST LIME, CONNECTICUT.
2. THE SURVEY WAS MADE BY JAMES BERNARDO, LAND SURVEYING, L.L.C., A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF CONNECTICUT.
3. THE SURVEY WAS MADE ON THE BASIS OF THE FOLLOWING INFORMATION:
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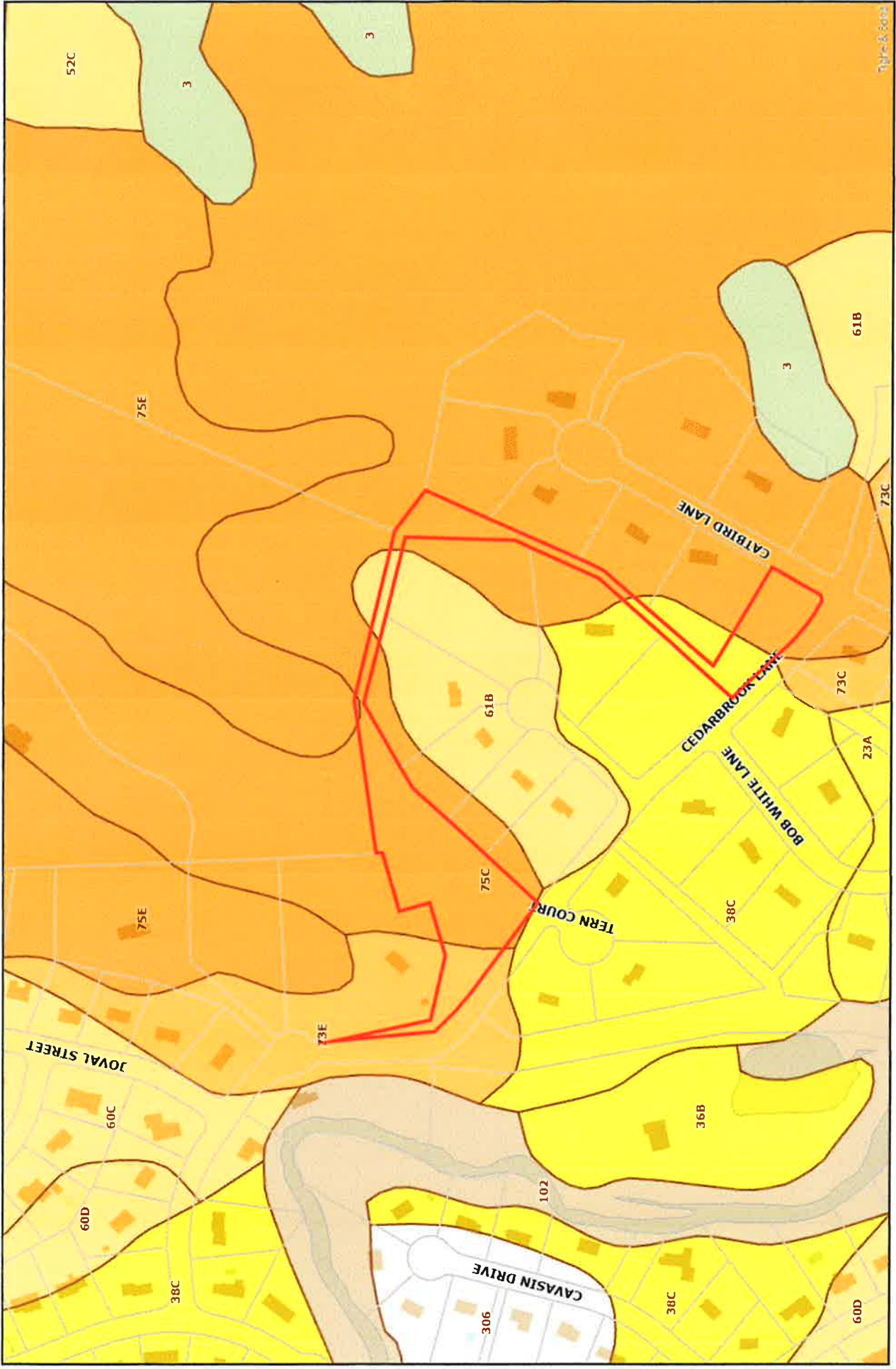
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1" = 800'

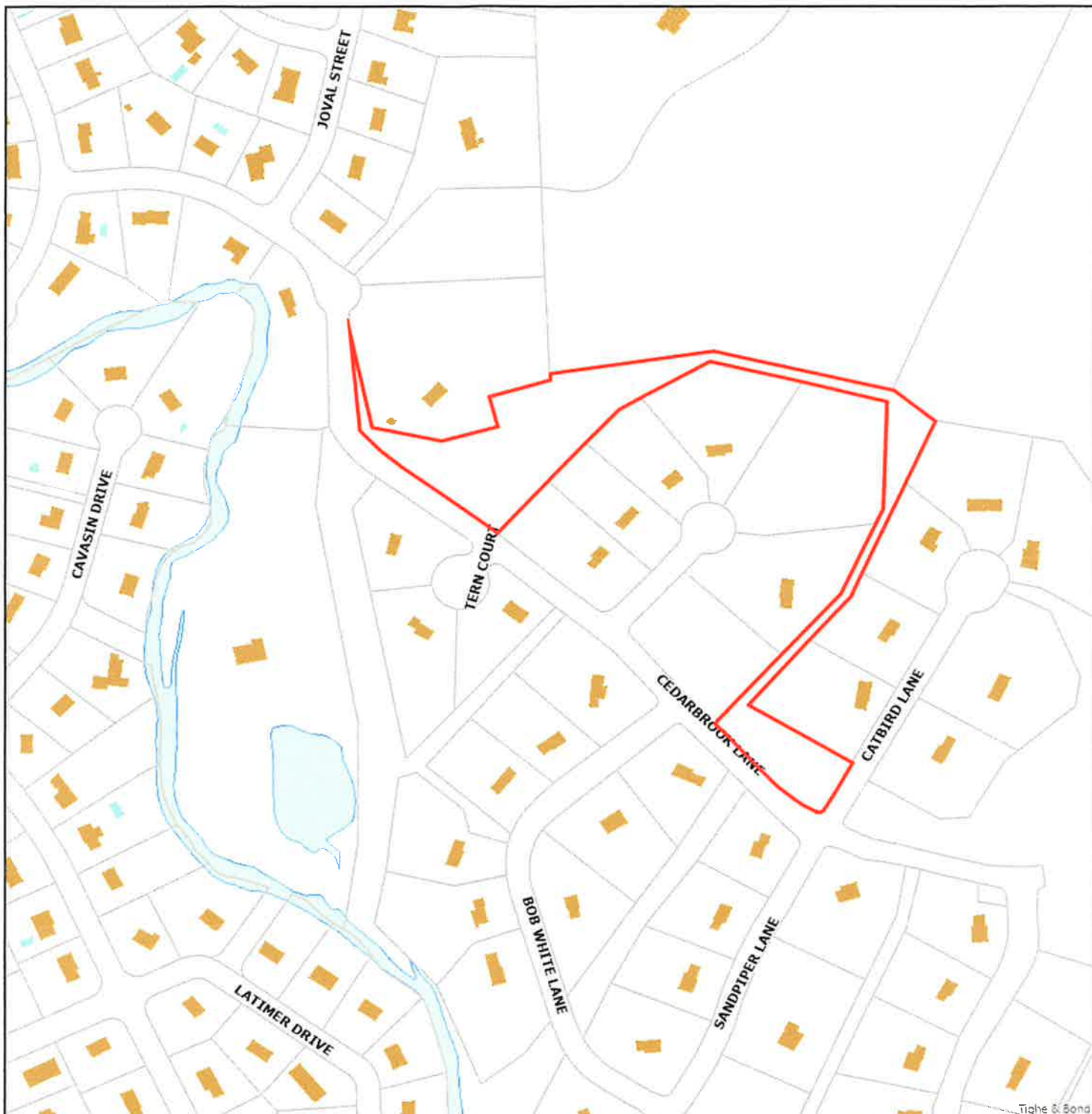
EXHIBIT 4



8/15/2025 8:31:20 AM
Scale: 1"=300'
Scale is approximate

The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.

EXHIBIT 5



CATBIRD LN

8/15/2025 8:30:09

1"=300'

Property Information

Parcel ID	36.0 31
Address	CATBIRD LN
Total Assessed Parcel	\$110.00



The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.



EXHIBIT D



Generated by eNDDDB on:
8/19/2025

Kristen Clarke
CLARKE
20 Risingwood Dr
Bow, NH 03304

Subject: Cedar Brook Re Subdivision
Filing # 130392
NDDDB – New Determination Number: 202505968
Town of East Lyme Assessors Map 36 Lot 31.
East Lyme

Expiration Date: 8/19/2027

Current data maintained by the Natural Diversity Database (NDDDB) and housed in the DEEP ezFile portal indicates that populations of the following State Endangered, Threatened, or Special Concern species (RCA Sec. 26-306) have been documented within the project area or in close proximity to the proposed Building and Infrastructure Development (including stormwater discharge associated with construction) / New Residential - single lot, Cedar Brook Re Subdivision.

Northern long-eared bat (*Myotis septentrionalis*)
Wood turtle (*Glyptemys insculpta*)

In accordance with the project information provided in your request submittal, implementation of the following Best Management Practices will avoid negative impacts to listed species:

Common Name	Northern long-eared bat
Scientific Name	<i>Myotis septentrionalis</i>
Taxa	mammal
Status ¹	FE
General Ecology	The Northern long-eared bat is one of the species most impacted by White Nose Syndrome. Populations in Connecticut have declined by over 90%, and it has been Federally listed as Endangered. During the summer northern long-eared bats roost singly or in maternal colonies underneath bark, in cavities or in crevices of both live trees and snags (dead trees). Males and non-reproductive females may also roost in cooler places, like caves and mines. Northern long-eared bats seem to be flexible in selecting roosts, choosing roost trees based on suitability to retain bark or provide cavities or crevices. This bat has also been found rarely roosting in structures, like barns and sheds. Northern long-eared bats spend winter hibernating in caves and mines, called hibernacula. The presence of northern long-eared bat (<i>Myotis septentrionalis</i>), a federally endangered and state endangered species, may require consultation with the US Fish and Wildlife Service Ecological Field Office in order to be in compliance with the Federal Endangered Species Act if the proposed project requires federal

	permits or uses federal funds. For more information on federal requirements as well as guidance on the latest management recommendations including development projects, wind energy development, sustainable forest management, and other tools and FAQs, please visit: https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis
Best Management Practice	If your project includes tree clearing in suitable habitat, to avoid impacts to federally listed breeding bats, including pregnant females, non-volant pups, and sensitive pre and post hibernation times: • Do not conduct tree clearing between April 15- October 31 This Time of Year Restriction (TOYR) is very effective to minimize risk, however, NDDDB will defer to the latest federal guidance for your project specifics. You can evaluate your project using the USFWS Determination Key (D-Key). If your project is classified as “No Effect,” “Not Likely to Adversely Affect” (NLAA) or “take is not reasonably certain to occur” you can reduce or remove this TOYR as you indicated in your D-Key evaluation. • Information about the D-Key: Northern long-eared bat and Tricolored bat Range-wide Determination Key - Supplementary Information U.S. Fish & Wildlife Service • To evaluate your project using the D-Key use the USFWS Information for Planning and Consultation (IPAC) website: https://ipac.ecosphere.fws.gov/ You can also reduce or remove the TOYR if you demonstrate absence of bats in your project work area. Bat surveys conducted according to the latest USFWS Guidance may be submitted to NDDDB to demonstrate absence. See the following reference: • U.S. Fish and Wildlife Service (FWS). 2024. Range-wide Indiana bat & northern long-eared bat survey guidelines. <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>. There is a documented breeding season record within 3 miles or a known hibernaculum within 5 miles of your project boundaries as entered in your project application.
Common Name	Wood turtle
Scientific Name	<i>Glyptemys insculpta</i>
Taxa	reptile
Status ¹	SC
General Ecology	Individuals of this species are riverine and riparian obligates, overwintering and mating in clear, cold, primarily sand-gravel and rock bottomed streams and foraging in riparian zones, fields and upland forests during the late spring and summer. They hibernate in the banks of the river in submerged tree roots between November 1 and March 31. Their summer habitat focuses within 90m (300ft of rivers) and they regularly travel 300m (0.2 mile) from rivers during this time. During summer they seek out early successional habitat: pastures, old fields, woodlands, powerline cuts and railroad beds bordering or adjacent to streams and rivers. Their habitat in Connecticut is already severely threatened by fragmentation of riverine, instream, riparian, and upland habitats, but is exacerbated by heavy adult mortality from machinery, cars, and collection. This is compounded by the species late maturity, low reproductive potential, and high nest and hatchling depredation rates.
Best Management Practice	Land disturbance activities need to consider local habitat features and apply fencing and/or time of year restrictions as appropriate. We recommend you consult with a herpetologist familiar with preferred habitats to assist you with proper techniques to ensure the best protection strategies are employed for your site and the scope of your project. • Land disturbance and excavation confined to the upland can be done without risk for impact to wood turtle if work is restricted to the dormant season (November 1- March 31).

	If land disturbance activity will include significant areas within and around rivers and streams, you will need to take precautions to avoid impacting hibernating adults. Consult with a qualified herpetologist to assess your work impact zone for the potential to impact overwintering wood turtle. • Do not begin instream activity and bank disturbance in suitable overwintering habitat within a river or stream during the turtle's dormant period (November 1-March 31). To prevent turtle access and entry into your upland work zone between April 1-October 31: • Exclusionary practices will be required to prevent any turtle access into construction areas. These measures will need to be installed at the limits of disturbance as shown on the plans, or be specifically designated by a qualified herpetologist. • Exclusionary fencing be at least 20 inches tall and must be secured to and remain in contact with the ground and be regularly maintained (at least bi-weekly and after major weather events) to secure any gaps or openings at ground level that may let animal pass through. • Prior to construction, all turtles occurring within fencing work area will be relocated to suitable habitat outside disturbance area. This should be performed by a qualified professional familiar with habitat requirements and behavior of the species. • The Contractor must search the work area each morning prior to any work being done. • All construction personnel working within the turtle habitat must be apprised of the species description and the possible presence of a listed species. • Any turtles encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and fencing should be inspected to identify and remove access point. These animals are protected by law and no turtles should be relocated from the site. • In areas where silt fence is used for exclusion, it shall be removed as soon as the area is stable to allow for reptile and amphibian passage to resume. • Special precautions must be taken to avoid degradation of wetland habitats including any wet meadows and seasonal pools. If land disturbance will occur in potential nesting areas designated by a qualified herpetologist, you will need to take precautions to prevent female turtles from entering work area and setting up nests. This fencing would need to be in place before May 15. Potential nesting areas may include open fields, early successional habitat, sandy open patches nearby wetland features, and sandy roads and roadsides.
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¹E = State Endangered, T = State Threatened, SC = State Special Concern, FE = Federally Endangered, FT = Federally Threatened, NA = Not applicable.

Your submission information indicates that your project does not require a state permit, license, registration, or authorization and does not utilize state funding or involve state agency action. Therefore, this NDDB – New determination **MAY NOT** be utilized to fulfill the Endangered and Threatened Species requirements for state-issued permit applications, licenses, registration submissions, and authorizations. If, at a later date, it is determined that the project will require a state permit, license, registration, or authorization, or, your project now utilizes state funding or includes

state agency action, you will need to re-submit a Request for Review and answer “Yes” to the appropriate question.

Please be aware of the following limitations and conditions:

Natural Diversity Database information includes all information regarding listed species available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection’s Natural History Survey and cooperating units of DEEP, land owners, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as enhance existing data. Such new information is incorporated into the Database and accessed through the ezFile portal as it becomes available. New information may result in additional review, and new or modified restrictions or conditions may be necessary to remain in compliance with certain state permits.

- During your work listed species may be encountered on site. A report must be submitted by the observer to the Natural Diversity Database promptly and additional review and restrictions or conditions may be necessary to remain in compliance with certain state permits. Please fill out the [appropriate survey form](#) and follow the instructions for submittal.
- If your project involves preparing an Environmental Impact Assessment, this NDDB consultation and determination should not be substituted for conducting biological field surveys assessing on-site habitat and species presence.
- This determination applies only to the project as described in the submission and summarized at the end of this letter. Please re-submit an updated Request for Review if the project’s scope of work and/or timeframe changes, including if work has not begun by 8/19/2027.
- If biological surveys have been conducted in accordance with Best Management Practices provided, please forward a copy of the results to the address listed at the end of this letter. Include the Project Name and Determination Number on all correspondence.

The NDDB – New determination for the Cedar Brook Re Subdivision at Town of East Lyme Assessors Map 36 Lot 31. , East Lyme, as described in the submitted information and summarized at the end of this document is valid until 8/19/2027. This determination applies only to the project as described in the submission and summarized at the end of this letter. Please re-submit an updated Request for Review if the project’s scope of work and/or timeframe changes, including if work has not begun by 8/19/2027.

This letter is computer generated and carries no signature. If however, any clarification is needed, or, if you have further questions, please contact the following:

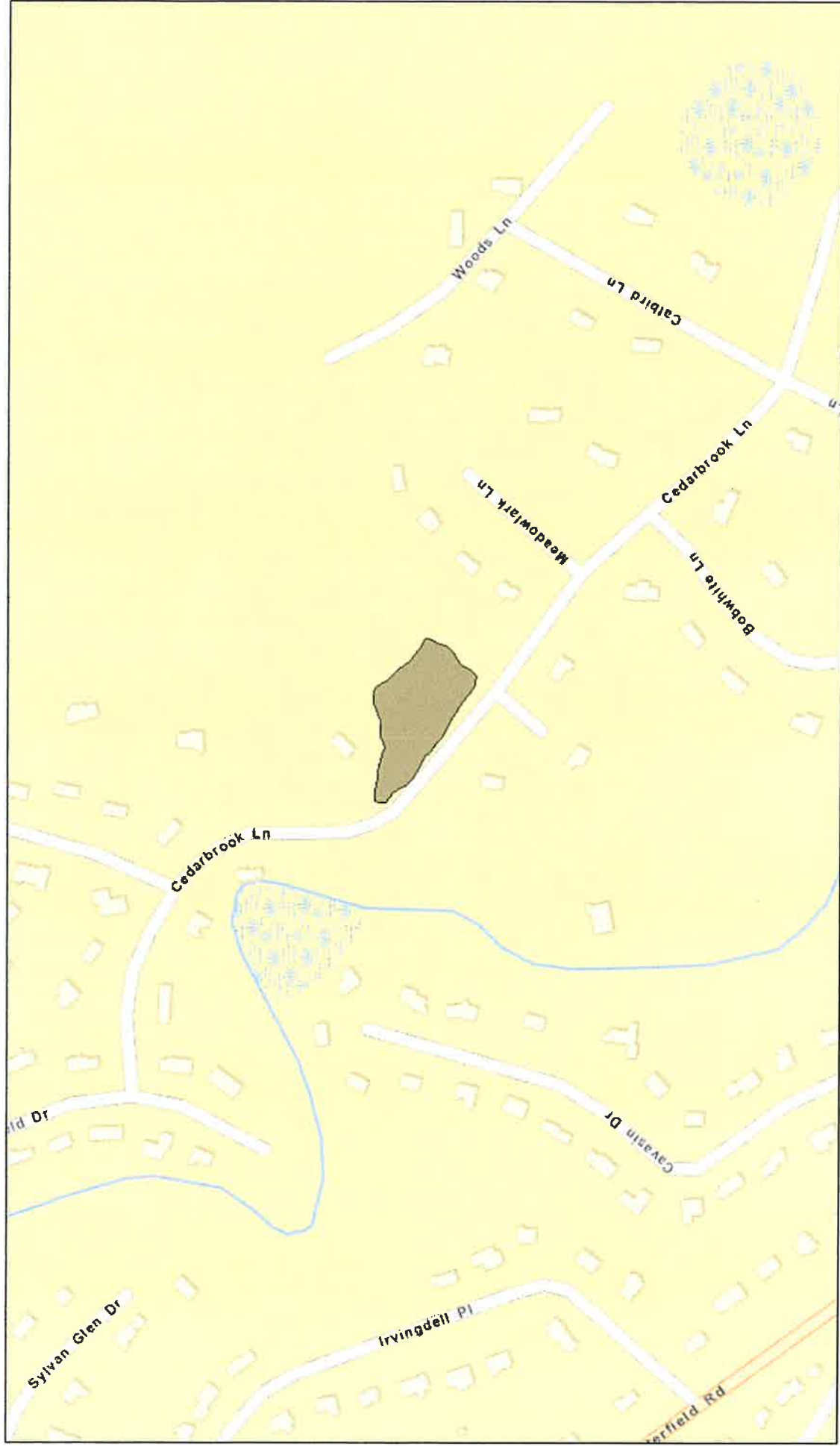
CT DEEP Bureau of Natural Resources
Wildlife Division
Natural Diversity Database, 6th floor
79 Elm Street,
Hartford, CT 06106-5127
(860) 424-3011
deep.nddbrequest@ct.gov

Please reference the Determination Number provided in this letter when you e-mail or write. Thank you for submitting your project through DEEP’s ezFile portal for Natural Diversity Database reviews.

Application Details:

Project involves federal funds or federal permit:	No
Project involves state funds, state agency action, or relates to CEPA request:	No
Project requires state permit, license, registration, or authorization:	No
DEEP enforcement action related to project:	
Project Type:	Building and Infrastructure Development (including stormwater discharge associate with construction)
Project Sub-type:	New Residential - single lot
Project Name:	Cedar Brook Re Subdivision
Project Description:	1.20 acre Single Family, RU-40 zone.

Cedar Brook Re Subdivision Map

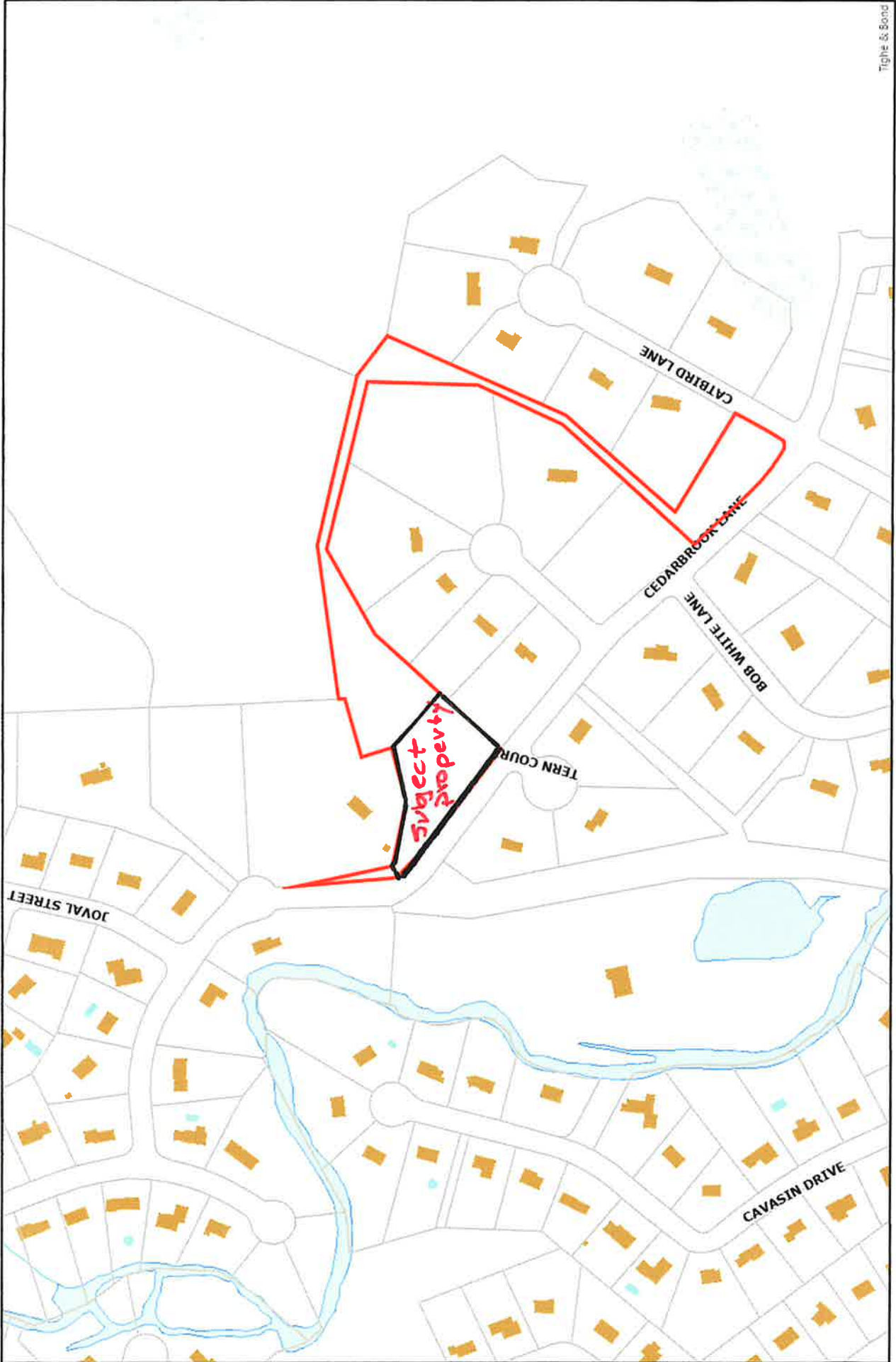


August 19, 2025

1:4,799
0 0.04 0.08 0.16 mi
0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

EXHIBIT E



Tighe & Bond



9/3/2025 1:46:57 PM
Scale: 1"=300'
Scale is approximate

The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.

EXHIBIT F

Aerial survey of Connecticut 1934 photograph 00789

...



Item Description

Title

Aerial survey of Connecticut 1934 photograph 00789

Subject - TGM

Aerial photographs; Connecticut; East Lyme

Coverage - Spatial

1:12000

Creator

Fairchild Aerial Survey Co.; Connecticut Air National Guard

Contributors

Connecticut State Planning Board

Date - Created

1934 Apr.

X = Property Location

Date - Digital

2004-2006

Collection

Aerial photographs

Type

Image

Format

jp2

Source - Location

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

Relation

Research Guide to Aerial Photographs at the Connecticut State Library: <http://libguides.ctstatelibrary.org/hg/aerialphotos>
(<http://libguides.ctstatelibrary.org/hg/aerialphotos>)

Town(s) CoveredEast Lyme (([digital/collection/p4005coll10/search/searchterm/East Lyme/field/towns/mode/exact/conn/and](http://digital/collection/p4005coll10/search/searchterm/East%20Lyme/field/towns/mode/exact/conn/and)))**X Coord**

-72.2136

Y Coord

41.3745

Publisher

Connecticut State Library

Rights

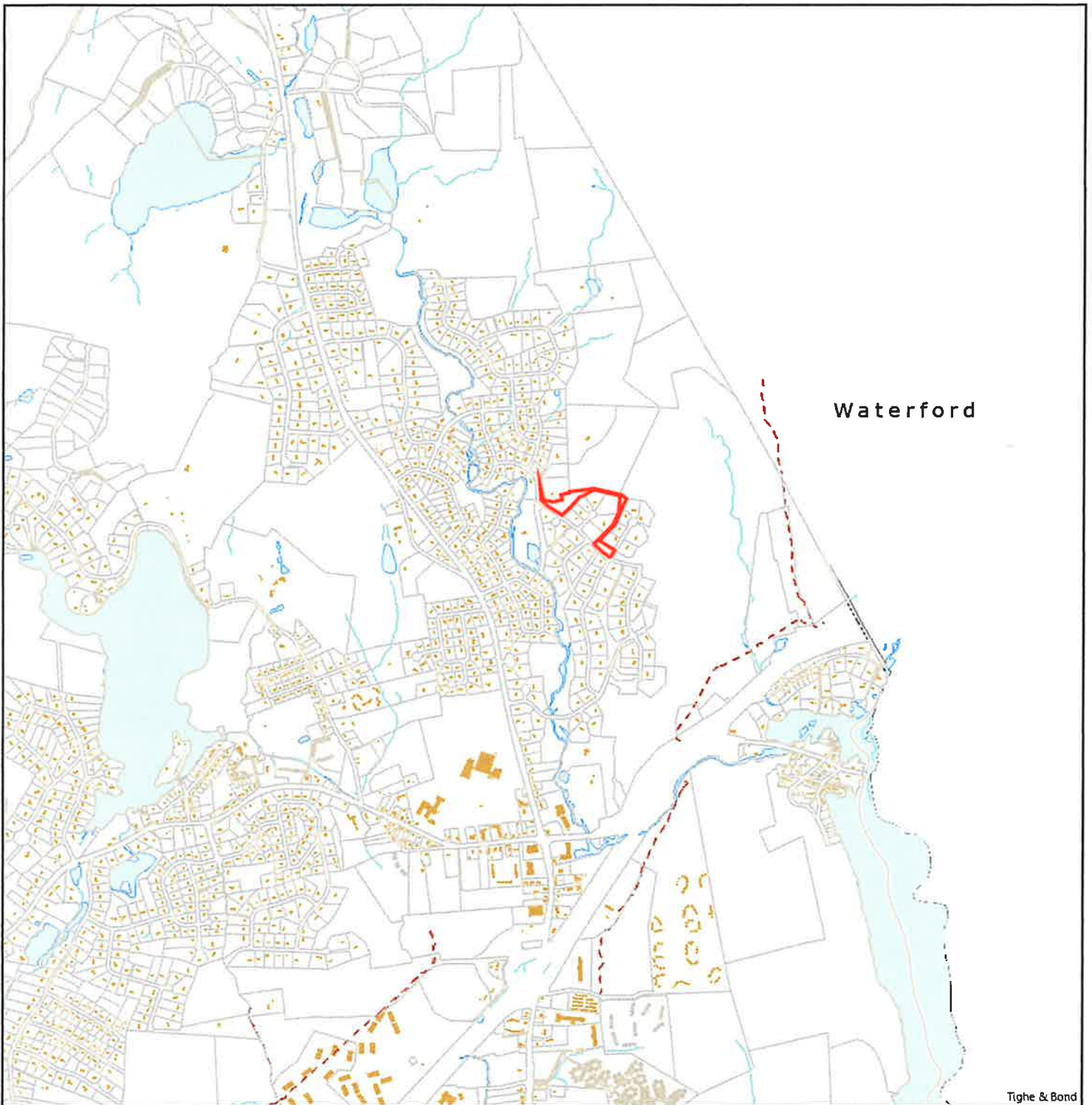
Digital image © Connecticut State Library. All rights reserved. Images may be used for personal research or non-profit educational uses without prior permission. For permission to publish or exhibit, see Reproduction and Publication of State Library Collections, <http://ctstatelibrary.org/reproduction-publication/> (<http://ctstatelibrary.org/reproduction-publication/>)

Master File Format

tif

File Name

CT1934_00789.jp2



Tighe & Bond

CATBIRD LN

8/31/2025 5:57:23

1"=1000'

Property Information

Parcel ID	36.0 31
Address	CATBIRD LN
Total Assessed Parcel	\$110.00



The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.



EXHIBIT G

**OPEN SPACE REPORT
HERITAGE at EAST LYME SUBDIVISION**

Total Acreage: 332 +/-

Phase 1 200 +/-

Phase 2 132 +/-

A map depicting the two phases of this subdivision that was recorded in the Town of East Lyme Land Records at Drawer 4 # 740 on March 9, 1989 is attached as Exhibit 1

Open Space Requirements:

Phase 1: 13.2 Acres

Phase 2: 20 Acres

33.2 Acres (10% of Total Acreage)

Open Space Dedications:

Phase 1: Parcel 1-15.36 Acres

2- 5.35 Acres

20.71 Acres

Attached as Exhibit 2 to this report is the Warranty Deed conveying these two properties to the Town of East Lyme recorded in the Land Records Vol. 365 Page 185 on December 16, 1993 and the Survey Map of these properties recorded at Drawer 4 #764 recorded on March 9, 1989.

Phase 2: Parcel 1- 5.27 Acres
Parcel 2 166.20 Acres
Parcel 3- 33.00 Acres
204.29 Acres

Total Open Space Dedications:
225.00 acres (67.2% of Total acreage)

Attached as Exhibit 3 to this report is the Conservation Easement for 5.27 acres granted to the Town of East Lyme recorded at Vol. 896 Page 169 of the Land Records on August 14, 2012 together with the Phase 2 Subdivision plan map which was recorded in Drawer 6 #594 of the Land Records on November 19, 2010.

Attached as Exhibit 4 to this report is the Conservation Easement for 166.2 acres granted to the Town of East Lyme recorded at Vol. 982 Page 403 of the Land Records on June 21, 2017 together with a survey map of the subject property that was recorded at Drawer 6 #796 of the Land Records on October 4, 2016.

Attached as Exhibit 5 to this report is the Conservation Easement for 33.0 acres granted to the State of Connecticut Department of Energy & Environmental Protection recorded at Vol. 1016 Page 760 on August 27, 2019 together with a

**Survey Map recorded at Drawer 8 #100 of the Land Records
also recorded on August 27, 2019.**

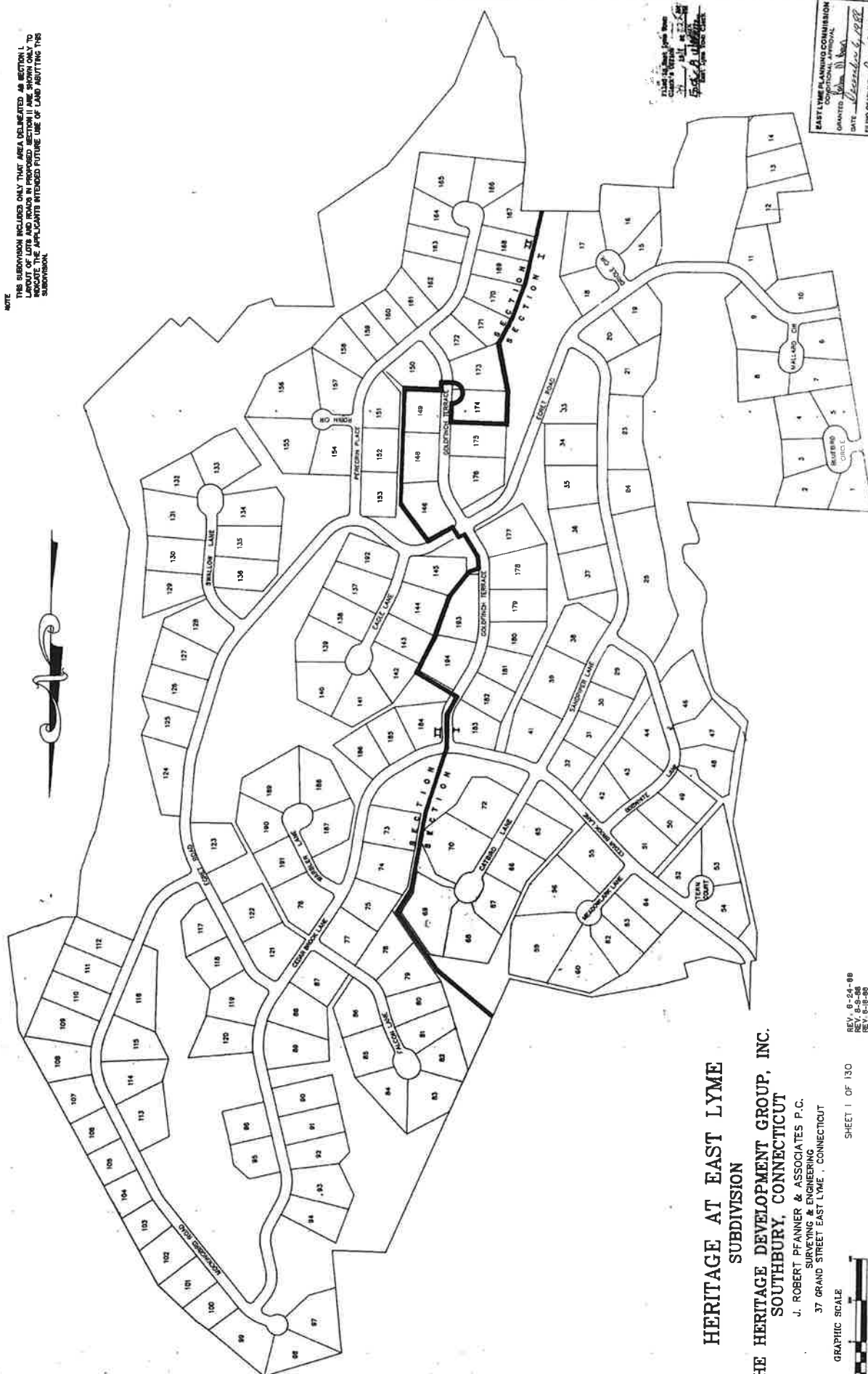
EXHIBIT 1

44 274

NOTE: THIS SUBDIVISION INCLUDES ONLY THAT AREA DELINEATED AS SECTION I LAYOUT OF LOTS AND ROADS IN PROPOSED SECTION II ARE SHOWN ONLY TO INDICATE THE APPLICANTS INTENDED FUTURE USE OF LAND ABUTTING THIS SUBDIVISION.

Filed in Court upon Motion
Clark's Office
-2- 1911 at 12:20 PM
Exhibit A

EAST LYME PLANNING COMMISSION
OPTIONAL APPROVAL
GRANTED John D. Best
DATE December 6, 1988
FILMO DEADLINE Jan. 9, 1989
EXPIRATION DATE 12-6-90



IEV. 8-24-88
REV. 8-9-88
REV. 8-18-88
REV. 10-3-88
REV. 10-28-88
REV. 11-14-88

SHEET 1 OF 130

TECHNICAL 1000

HERITAGE AT EAST LYME
SUBDIVISION

THE HERITAGE DEVELOPMENT GROUP, INC.
SOUTHBURY, CONNECTICUT

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

31705 JINH, Y. 1993.



EXHIBIT 2

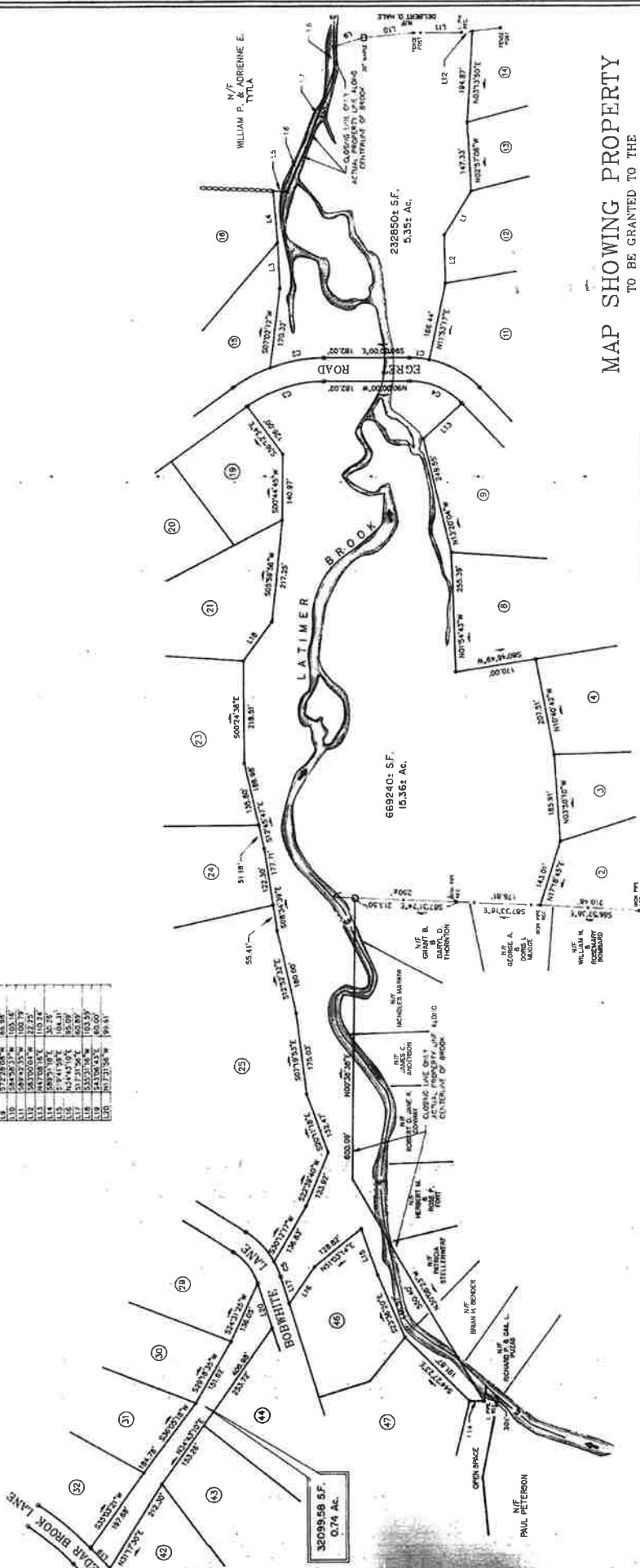
102

6-21-2

STONEWALL
WIRE FENCE
VOLUNTARY TO BE SET
IRON PIN OR DRILL HOLE TO BE SET
IRON PIPE RECOVERED

Sta.	Dist.	Area	Perimeter
1	100.00	100.00	100.00
2	200.00	200.00	200.00
3	300.00	300.00	300.00
4	400.00	400.00	400.00
5	500.00	500.00	500.00
6	600.00	600.00	600.00
7	700.00	700.00	700.00
8	800.00	800.00	800.00
9	900.00	900.00	900.00
10	1000.00	1000.00	1000.00

Sta.	Dist.	Area	Perimeter
1	100.00	100.00	100.00
2	200.00	200.00	200.00
3	300.00	300.00	300.00
4	400.00	400.00	400.00
5	500.00	500.00	500.00
6	600.00	600.00	600.00
7	700.00	700.00	700.00
8	800.00	800.00	800.00
9	900.00	900.00	900.00
10	1000.00	1000.00	1000.00



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

EAST LYME PLANNING COMMISSION
GRANTS
DATE: November 17, 1988
REPLACING DATE: 12-8-90

SCALE 1" = 100'
SHEET 49 OF 130
NOVEMBER 17, 1988



HERITAGE DEVELOPMENT GROUP, INC. HAS BEEN GRANTED THE RIGHT TO DEVELOP THE HERITAGE AT EAST LYME SUBDIVISION. THE GRANTING OF THIS RIGHT IS SUBJECT TO THE COMPLETION OF THE SUBDIVISION MAP AND THE RECORDING OF THE SAME IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, EAST LYME, CONNECTICUT.

J. ROBERT PEPPER, P.E. 03044

J. ROBERT PEPPER & 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 Klett
Almeta Klett

Joseph Kavanewsky L.S.
JOSEPH KAVANEWSKY

Richard Randall
Richard Randall

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

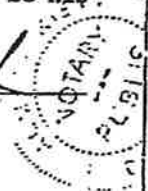
STATE OF Connecticut :

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 63° 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 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 176.81' 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, 1988, rev. 11-29-88 by J. Robert Pfanner & Associates, P.C.

Rec'd for record

Dec 16 1993
2:27 PM
East Lyme Town Clerk

EXHIBIT 3



EAST LYON PLANNING COMMISSION
APPROVED: *[Signature]*
DATE: 2/2/10
PLANS COURSE
YEAR EXPIRATION DATE:

Originals Being Produced
in Accordance With State
Filing Regulations

**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	SCALE	1"=40'
DRAWN BY	08040-4	SHEET NO.	3 OF 5

1-107

NO	DATE	DESCRIPTION	BY
4	10/17/2002	CONSTRUCTION LABORER & MAINT. TO TAMPA AVENUE	J
3	8/20/2002	RE WORKMAN TO 345 EAST	J
2	1/17/2002	NO WORKMAN TO 345 EAST	J
1	1/16/2002	PAVEMENT FOR PLANNED PARK REPAIRS	J



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

$$f = \frac{1}{2\pi} \frac{d}{dt} \left(\frac{1}{\omega} \frac{d\omega}{dt} \right) = \frac{1}{2\pi} \frac{d}{dt} \left(\frac{1}{\omega} \frac{d\omega}{dt} \right) = \frac{1}{2\pi} \frac{d}{dt} \left(\frac{1}{\omega} \frac{d\omega}{dt} \right) = \frac{1}{2\pi} \frac{d}{dt} \left(\frac{1}{\omega} \frac{d\omega}{dt} \right)$$


VOL 896 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

Leahy 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.

VOL 0896 PAGE 171

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

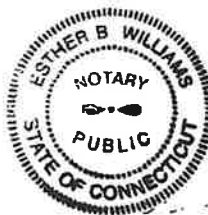
STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON)

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,

E. B. Wilman
Commissioner of Superior Court
Notary Public
My Commission Expires:

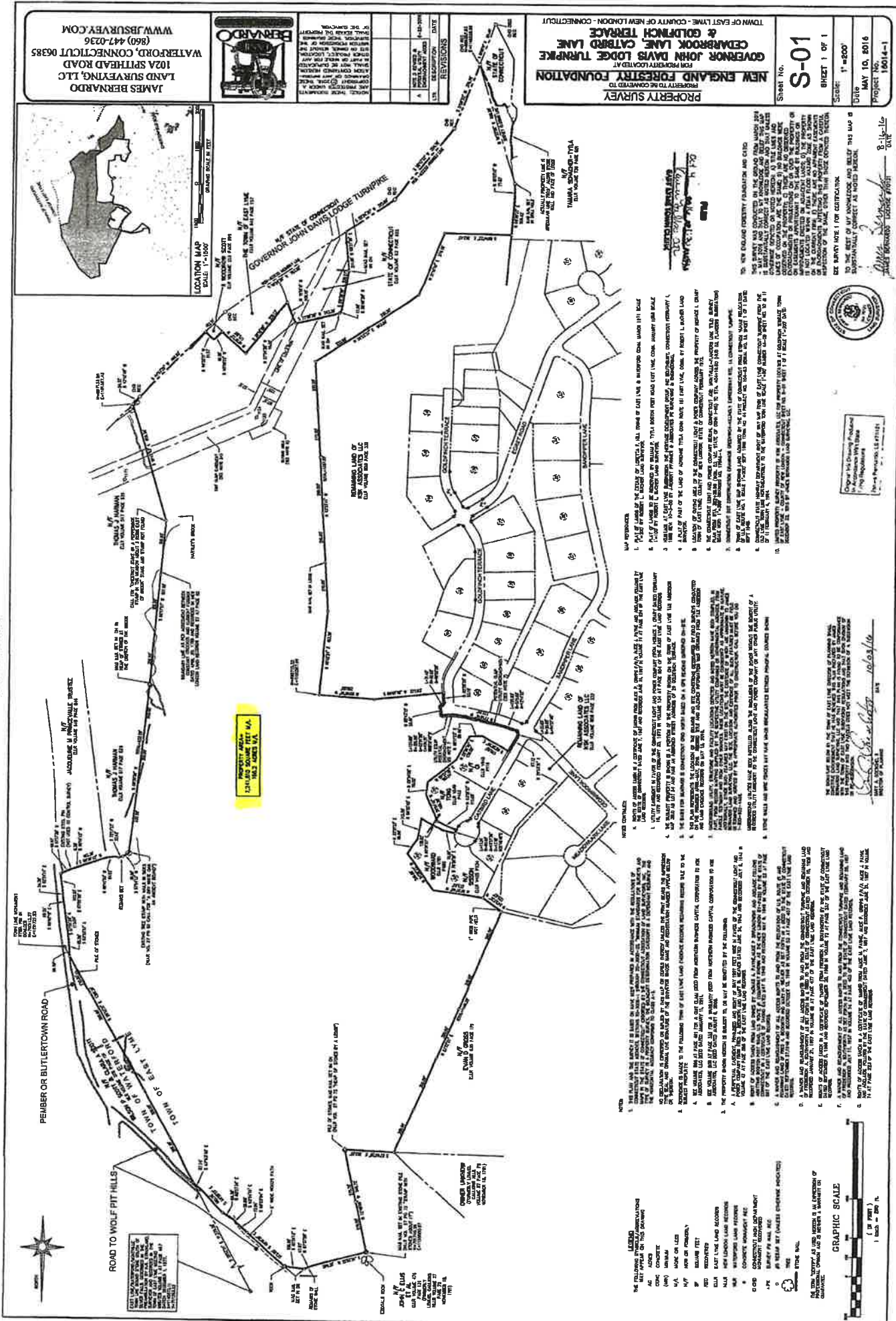


Esther B. Williams
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 26, 2013

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

EXHIBIT 4

Recorded Drawer 6 #796



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. Blair
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 J. Louwstee
Whitney C. Bush

Elad D. Tull
Jimmy M. Cell

"NEFF":

New England Forestry Foundation, Inc.

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

"TOWN":

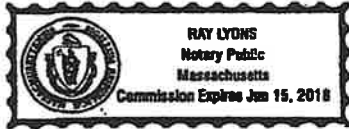
Town of East Lyme

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';

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, 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 intermitted 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;

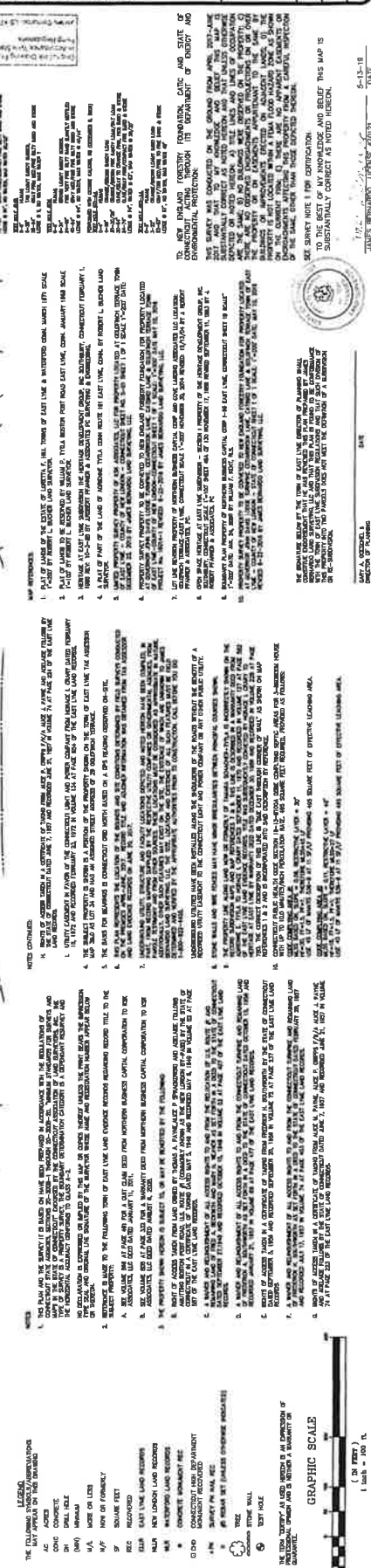
Thence along land N/F of the Town of East Lyme the following two (2) courses and distances alone a stone wall; N48°01'53" W a distance of 175.80' to a rebar; thence S39°16'06" W a distance of 359.13' to a rebar;

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 20 17
AM
1:51 PM Lucy D. Blawie
East Lyme Town Clerk

EXHIBIT 5



Recorded Drawer B #100

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



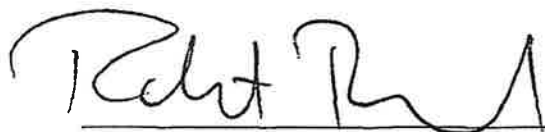
VOL = 1016 PG = 767
INST = 00002078

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.

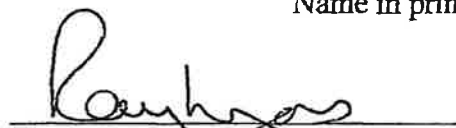
IN WITNESS WHEREOF, the New England Forestry Foundation, Inc. and State of Connecticut hereto have set their hands.

NEW ENGLAND FORESTRY FOUNDATION, INC. WITNESSES

Signature
Name in print



Robert Perschel, Executive Director
Duly Authorized



Name Rayhons



Name Holly Mansfield

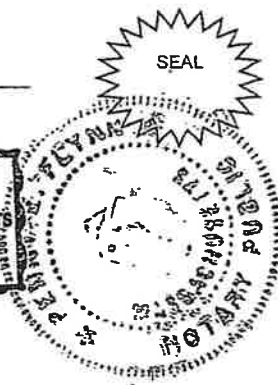
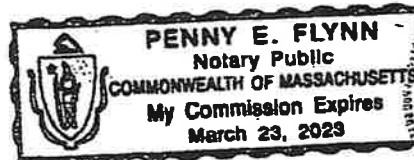
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

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 _____



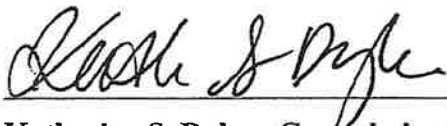
STATE OF CONNECTICUT

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 Colón

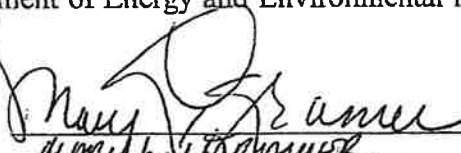


Name Beatriz Milne

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



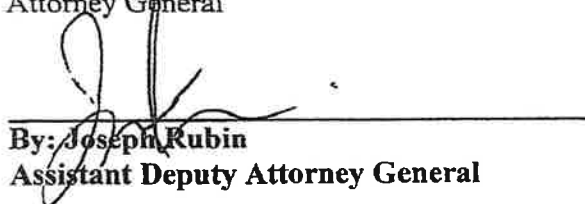
STATUTORY AUTHORITY

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 100-09awes (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 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 H

May 23, 2025

Plan Title: **Conceptual Site Plan, Assessors Map 36.0 Lot 31**
 Plan of Development for Parcel B
 Cedar Brooke Lane, East Lyme, CT 06333
 Applicant: Kristen Clarke, PE

Plan Designed by: Timothy May, PE Plan Date: **5/4/25** Last Revision Date: **N/a** Date Paid: **5/6/25**
The plan was submitted to our office on **5/6/25**

The proposed lot (Parcel B) is **1.16 acres** and is to be served by **private well water** and a **private septic system**, in the Town of **East Lyme**. The ownership and use of the remaining acreage of parcel 36.0 31 is unclear; recommendation of the lot's suitability for building is not part of the current review.

Existing lot numbers are not provided on the plan. Based on previously submitted plans and current GIS mapping, the following lots and modifications seem to be depicted on the submitted plan:

1. Parcel B (1.16ac) is being created by division of Parcel A (2.71ac) formerly owned by the East Lyme Land Trust. The recommendation of suitability of this lot is based on the demonstration of a code-complying septic area and private well for a proposed 3-bedroom house located in the southeastern corner of the lot.

The Ledge Light Health District (LLHD) does not issue approvals for Subdivision or Commission reviews, but our recommendation for suitability of the previously stated plan/lot to accommodate the LLHD Subdivision Submission Requirements and Connecticut Public Health Code Section 19-13-B103e are as follows:

- ☒ **Parcel B is recommended suitable in its current condition if and when the following plan issues are addressed:**
- The area of testholes 1, 2, and 3 is identified as an area of special concern due to ledge rock less than 5' below grade. A professional Engineer shall prepare plans for a single lot review.
 - The proposed primary and reserve leaching systems shall be 25' from the downgradient property line.
 - There shall be an additional test hole 25' downgradient from the proposed primary leachfield demonstrating suitable downgradient soil.
 - LLHD policy requires two test holes in the primary and one in the reserve.
 - Reserve area is described as "100% Reserve area provided" but the proposed leaching product is not provided.
 - The large ledge outcrop mentioned upgradient of TH1 should be located and shown on the plan.

Additional Plan Issues

- There is no mention as to who conducted the percolation tests.
- Testhole 4 data was transcribed incorrectly. The layer of "28-44" is missing.
- The scale is stated as 1" = 40', however, 1" = 20'.
- The recommended suitability of the proposed lot is based on soil testing presented. Additional soil testing will be needed prior to individual site plan review.



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*Please note that soils testing indicated on this plan are representative of actual soils conditions and additional deep test pits and percolation tests may be required by the Ledge Light Health District if the building or system location is altered and/or the suitable septic area is limited. Applicant should be aware that subdivision approval IS NOT sufficient for individual lot approval. Each lot must be reviewed by the Ledge Light Health District at the time of building permit application in order to obtain lot approval and issue a septic/well permit.

Please call me at 860-910-0388 with any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Katie Baldwin, MPH, REHS/RS'.

Katie Baldwin, MPH, REHS/RS
Supervisor, Environmental Health

cc: Town of East Lyme

From: Katie Baldwin <kbaldwin@llhd.org>
Date: May 23, 2025 4:34 PM
Subject: RE: Cedarbrook Lane Suitability Letter
To: Paul Geraghty <pgeraghty@geraghtybonnano.com>, Kristen Clarke <kristentclarke@gmail.com>, Tim MAY <mayengineering@sbcglobal.net>
Cc: Danielle Holmes <dholmes@llhd.org>

Hi Paul,

Please see our attached septic policy which can also be found on our website under septic/wells.
<https://llhd.org/septic-system-and-wells/>

In the Code, there is reference to providing more test holes if required by the health department in areas of special concern. See B103e(d)(2)&6)

 If you were to move the primary to meet the separating distance from the property line, you may be able to shift it closer to tp 2 and meet the 2 required test holes in the primary.

Katie Baldwin, MPH, RS/REHS

Supervisor, Environmental Health
main phone. 860.448.4882 ext. 1319

direct dial. 860.910.0388

fax. 860.448.4885

Kbaldwin@llhd.org

www.llhd.org

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LLHD

Ledge Light **Health** District

EXHIBIT I

Kristen T. Clarke P.E.
20 Risingwood Drive
Bow, New Hampshire 03304

September 2, 2025

Via email:bnorth@eltownhall.com
Ben North
Town of East Lyme Water & Sewer Department
108 Pennsylvania Avenue
Niantic, CT 06357

Re: Assessors Map 36.0 Lot 31
Cedarbrook Lane

Dear Mr. North,

I write to obtain confirmation of available municipal water service for the above referenced property. Please note that this property has recently been reduced in size to 1.2 acres with all of the revised parcels road frontage, a total of 387', located on Cedarbrook Lane. I have attached a copies of the revised property's A-2 survey and a conceptual site plan to assist your review of the matter.

Thank you for your anticipated assistance.

Sincerely,



Kristen Clarke, P.E.



Owner: KSK ASSOCIATES, LLC 207 Clarendon Ave Southport, NC 28401	PROPERTY LOCATED AT CATBIRD & CEDAR BROOK Ln. EAST LYME, CT SCALE: 1"=40' and AS NOTED DATE/DRAWN: 20 October 2024 JOB NUMBER SHEET 21040 1 of 1
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