

## NOVAK LAW OFFICE, P.C.

280 Adams Street  
Manchester, CT 06042-1975  
Telephone (860) 432-7710  
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January 13, 2026

VIA HAND DELIVERY

Town of East Lyme Planning Commission  
108 Pennsylvania Avenue  
Niantic, CT 06357

RE: Cedarbrook Lane Property  
Assessors Map 36 Lot 31

Dear Members of the Town of East Lyme Planning Commission:

By way of introduction, this offices represents the East Lyme Land Trust, Inc.

I write to you to provide background information and address a number of incorrect statements being advanced by Town Staff and other Town of East Lyme appointed officials regarding property, in part, owned by my client known as Assessors Map 36 Lot 31 that has road frontage on both Cedarbrook Lane and Catbird Lane.

In the Fall of 2024, my client became aware of a plan to re-subdivide the subject property into two building lots that at the time contained 3.87 +/- acres. My client worked with the property owner which led to an agreement in which the property owner conveyed the property to the East Lyme Land Trust, Inc. ("the Land Trust") on the condition that they simultaneously convey a portion of the property to Hathaway Farm Inc. My client was able to facilitate the proposed transaction using an exemption to local subdivision regulations provided by C.G. S. §8-25 & § 8-18. This resulted in the two lot re-subdivision being reduced to the creation of a single buildable lot and the Land Trust acquiring 2.71 +/- acres at no cost. The transaction was recorded in the Town of East Lyme Land Records on December 27, 2024 beginning at Volume 1118 Page 478 and continuing until Volume 1118 Page 485. A map of the revised property was also filed at Drawer 8 #426.

Since that time, both my client and Hathaway Farm, Inc. have been subjected to egregious false and malicious claims and actions by several employees of the Town of East Lyme as well as appointed officials thereof. I have attempted to address this inappropriate conduct with the First Selectman who has not responded to my numerous requests to meet and discuss the matter.

*Ex "II"*

January 13, 2026

Page Two

I have reviewed claims made by the Town's Assessor, Special Town Counsel, Zoning Official and Commission for the Conservation of Natural Resources, as well as a petition from neighborhood residents (together "the incorrect parties") and am troubled by the common falsehoods and violations of Connecticut and Federal law being advanced by each of them that are contrary to the factual reality of the property owned by my client, and the split property now owned by Hathaway Farm, LLC ("the properties").

The common theme being advanced is that the properties are subject to an "Open Space" restriction that is simply incorrect. Prior to finalizing the agreement to acquire the property from KSK Associates LLC my client conducted a Title Search of the properties, attached as Ex. 1, to both insure the property was "free & clear" from any obligations which, as evidenced by the title search, was in fact the case. As evidence by the Title Search no Formal Dedication of the properties as Open Space required by C.G.S § 47-5 was ever filed in the Land Records and in fact this Planning Commission actually relocated the location of the Open Space and ultimately obtained in excess of 225 Acres of Open Space in this subdivision in which only 33.9 acres were required to be provided. This excludes my clients 2.81 +/- acres despite the incorrect claims being made

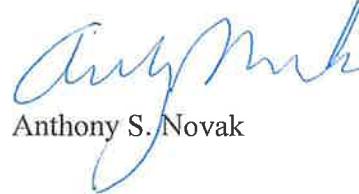
Having represented local developers in the past with legal claims against the Town of East Lyme and having significant insight into the inappropriate unwritten policies and procedures of Town Staff and various appointed officials the common incorrect claim and theme that the properties are Open Space appear to be an orchestrated event.

Hathaway Farm LLC is represented by competent legal counsel and neither I nor my client will opine on the pending re-subdivision application; however, we will opine on the incorrect parties false claim that the properties are subject to an Open Space restriction a claim that is simply untrue. It should be noted that Hathaway Farm, LLC could have kept the entirety of the property and would have been entitled to a two lot re-subdivision. Their willingness to work with the Land Trust to preserve additional land in the Heritage at East Lyme Subdivision should be commended and not be subjected to orchestrated false claims apparently being advanced out of spite, bias, personal animus, bad faith and/or improper motives.

Thank you for making this correspondence and its attached Title Search a part of the record of this matter.

Very truly yours,

NOVAK LAW OFFICE, P.C.



Anthony S. Novak

Enc.

cc Daniel Cunningham, First Selectman

# **EXHIBIT A**

**MEMORANDUM**

To: East Lyme Land Trust, Inc.  
Anthony Novak, Esq.

From: Jeff Torrance

Date: January 7, 2026

Subject: Assessors Map 36.0 Lot 31  
Cedarbrook Lane (Heritage Subdivision)  
Title & Due Diligence Report

At your request I have investigated the title and Planning Commission records regarding the above referenced property contained in the Town of East Lyme Land Records as the result of false claims being made by Town Staff regarding both the Land Trust and the Hathaway Farm properties referenced above. Attached are the following documents that update the pre-acquisition report ;

**Title History to 1986 -Date which consolidated ownership resulting in Heritage Subdivision-  
Prior to East Lyme Land Trust, Inc. Deed from KSK Associates LLC**

1. KSK Associates, LLC-Vol. 808-Page 332 from Northern Business Capital Corporation Recorded 8/18/2008. Note: three parcels conveyed inclusive of the subject property. Ex. A
2. Northern Business Capital Corporation acquires property through "Deed in Lieu of Foreclosure" from Nazarko Connecticut Properties, Inc. on May 30 1996. Vol. 409 Page 40 Note: Conveyance by Meets & Bounds Perimeter Survey description. Ex. B.
3. Nazarko Connecticut Properties, Inc. acquires property from Joseph Kavanewsky on November 9, 1993. Vol. 362 Page 77. Note: Conveyance by Meets & Bounds Perimeter Survey description excepting two parcels. Ex. C. (the two parcels were deeded to Town of East Lyme on Dec. 16, 1993. Refer to Open space dedications parcels 1 & 2).
4. Joseph Kavanewsky acquires property by Quit Claim Deed from Sage Development Corp. on June 30, 1993. Vol. 333 Page 500 Note: Conveyance by Meets & Bounds Perimeter Survey. Ex. D.
5. Sage Development Corporation acquires property by Certificate of Foreclosure recorded at Vol. 323 Page 388 on December 11, 1991. Ex. E.
6. Sage Development receives assignment of mortgage secured by subject property from Bank of Boston Connecticut. Recorded October 24, 1991. Exhibit F.
7. Bank of Boston Connecticut records mortgage on subject property. Borrower: Heritage at East Lyme Limited Partnership. Recorded at Vol. 283 Page 419 on May 17, 1989. Ex. G.

8. Heritage at East Lyme Limited Partnership acquires property from Heritage at East Lyme General Partnership. Recorded at Vol. 279 Page 525 on February 27, 1989. Ex. H.
9. Heritage at East Lyme Partnership acquires subject property in two deeds both of which were recorded on December 30, 1986;

Deed from Horace I Crary. Vol. 228 Page 780. Exhibit I.  
Deed from Leon C. Leach. Vol. 228 Page 784. Ex. J.

### **Open Space Dedication**

1. Parcel 1-15.36 Acres. See Deed to Town of East Lyme  
recorded at Vol. 365 Page 185- December 16, 1993. Ex. K
2. Parcel 2-5.35 Acres. See Deed to Town of East Lyme  
recorded at Vol. 365 Page 185- December 16, 1993.
3. Parcel 3-5.27 Acres. See Conservation Easement granted to Town of East Lyme  
recorded at Vol. 896 Page 169- August 14, 2012. Ex. L
4. Parcel 4-166.2 Acres. See Conservation Easement granted to Town of East Lyme  
recorded at Vol. 982 Page 403-June 21, 2017. Eh. M
5. Parcel 5-33.0 Acres. See Conservation Easement granted to the  
State of Connecticut Department of Energy & Environmental Protection  
recorded at Vol. 1016 Page 759-August 27, 2019. Ex. N.

### **Subdivision Maps & Revisions**

1. Approved 1988 Subdivision Master Plan. 194 Lots, 25,000 +/- linear ft. of Roads. December 6, 1988.  
Map recorded in Drawer 4 # 740 on March 9, 1989. Exhibit O.
2. FINAL Approval Re-Subdivision Plan. July 13, 1993. 76 lots, 10,900 +/- (Phase 1 only). Reduction to  
11,000 +/- linear ft of Roads. Map filed on 8/5/1993 at Drawer 5 #322. Exhibit P.

Approved Open Space (Parcels 1 & 2) dedicated by Deed from Joseph Kavanewsky to Town of East Lyme recorded in Vol. 365 Page 185 on December 16, 1993. (See above) Map recorded at Drawer 4 #764 Exhibit Q. Note: Planning Commission Approval Meeting Minutes December 7, 1993 and Board of Selectman Meeting Minutes 12/15/993. See below.

4. Approved Re-Subdivision title “Phase 2...” using abandoned open space parcel d. Recorded at Drawer 6 #592 on 11/19/2010 Exhibit R. Note: See Voluntary Conservation Easement for Open Space parcel 3 above. Also see Public Hearing Meeting Minutes from February 2, 2010 page 2 “Mr. Goeschel also noted that in the previous subdivision, Heritage, that the open space had been dedicated and that they could not ask for it again here”. Minutes of meeting included with map. Exhibit R.
5. Approved Lot Line Revision Plan in conjunction with Open Space Parcel 4 dedication. Map Recorded on at Drawer 6 #796 on October 4, 2016. Exhibit S. Conservation Easement to Town of East Lyme. Open Space Parcel 4 referenced above. Exhibit S.

6. Open Space parcel 5 Conveyance to CT DEEP (See Above). Map recorded at Drawer 8 #100 on August 27, 2019. Exhibit T

#### **Planning Commission Minutes**

1. December 7, 1988. Ex. U.
2. 1993 minutes- (See highlighted areas) 1/5, 6/1, 7/13, 9/14, 12/7- Exhibit V

#### **Board of Selectman Minutes**

1. December 15, 1993. Exhibit W.

#### **Summary**

In addition, at your request I took a quick look at the November 10, 2025 "Mulholland Plan Review", the Commission for the Conservation of Natural Resources letter dated December 1, 2025, the Meadowlark Lane Residents Petition dated November 30, 2025 and the Michael Carey June 3, 2025 Memo to Goeschel. What a bunch of rather clearly orchestrated BS. Note the similar theme. The self titled "Gang of Four-Cabal" is alive and well at the EL Town Hall !!.

There is no evidence from any of the documents that anyone did any research or alternatively if they did they are ignoring or concealing it ! Note that Carey admits that he did not even look at the 1988 or 1993 Subdivision regulations and rather clearly did not do a title search or review the historical Planning Commission Minutes referenced herein. Standard EL Atty trick i.e. don't go looking for something that may prevent you from making an argument that would otherwise violate the rules of professional conduct if made with knowledge of alternative fact(s) without disclosing them although violating the rules of professional conduct has never been a concern of Town Legal Counsel in the past. Note: Carey is "Special Counsel" not "Town Legal Counsel".

You need go no further than the Planning Commissions January 5, June 1, July 13 & December 7, 1993 meeting minutes, and the map filed on August 4, 1993. Ex. P. to see that the planning commission gave final approval to a much smaller plan then was originally envisioned and thereafter accepted the Open Space required by the 139 or so acres contained therein, a minimum of 13.9 acres, the Town actually got 20.71 acres, and forwarded its recommendation to the Board of Selectman who approved the dedication on December 15, 1993 and recorded the deed in favor of the Town the following day. The rest of the claims are all unsupportable. Note the Mulholland Claim that because Cluster Zones were eliminated you can no longer re-subdivide is total crap. See three post 1992 re-subdivisions, 1993, 1995 and 2010 that were approved by the Planning Commission. Much like the Heritage at East Lyme subdivision both Darrow's Ridge and Nottingham Hills started out at Cluster Subdivisions, per 1995 Sub. Reg. Change, and continued to be re-subdivided after the cluster provision was eliminated as well.

Additionally, the Planning Commission has regularly approved locations of Open Space when it had not been formally dedicated and as I recall there is a memo of law from Mark Block that addresses this issue as part of an Open Space relocation in Nottingham Hills Phase 4. I'll look for it. The Planning Commission did exactly this several times in Darrow's Ridge and Nottingham Hills. What they Cabal is missing or ignoring here is that in the past versions of the subdivision regulations the Town would not accept Open Space until the Final Plan was approved and the Public Improvements were completed.

Finally, look at the end of the Carey memo where he refers to the current Subdivision Regulation Section 7-2-9. Looks like a warning that the "Open Space" only note might be problematic for the Cabal's

orchestrated narrative. There are clearly more problems than a current regulation requirement that requires much more than "Open Space" notation on a plan including Final Plan approval for the Conditionally approved subdivision.

Not that its legally relevant to the 1993 Re-Subdivision but here is what Carey is referring to:

7-2-9 The open space land will be shown on the subdivision map and will be labeled in a manner approved by the Planning /Commission, specifying the approved general open space purpose, and indicating that the land will not be further subdivided and is permanently reserved for open space purposes.

# EXHIBIT A

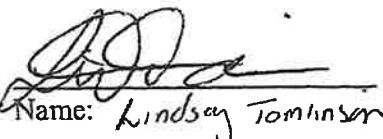
## STATUTORY FORM WARRANTY DEED

2783

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

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

Signed and Delivered  
in the Presence of:

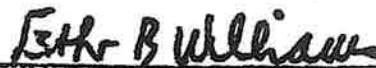
  
Nathalie Alice Gitt  
 Name:   
Lindsay Tomlinson

**NORTHERN BUSINESS CAPITAL  
CORPORATION**, a Connecticut corporation

By:

  
 Kim Austin  
 Its Secretary

\$1500.00 \$750.00  
 CONVEYANCE TAXES COLLECTED

  
Esther B. Williams  
 TOWN CLERK OF EAST LYME

**Certificate Of Acknowledgment**

State of California

County of San Diego

On August 10, 2008, before me, Nathalie Alice Gill, Notary Public  
(name and title of the officer)  
personally appeared Kim Austin

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

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

WITNESS my hand and official seal.

Signature Nathalie Alice Gill

(Seal)



**Grantee's Address:**

20 Islanda Court  
East Lyme, CT 06333

EXHIBIT A

Legal Description of Premises

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

EXHIBIT B

THE PREMISES ARE CONVEYED SUBJECT TO:

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

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

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

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

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

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

Recorded Aug 18 2008  
3 AM 3 PM Lisa B Williams  
East Lyme Town Clerk

# **EXHIBIT B**

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: 1587

KNOW YE, That NAZARKO CONNECTICUT PROPERTIES, INC., a corporation organized and existing under the laws of the State of Connecticut, for the consideration of ONE DOLLAR and 00/100 (\$ 1.00) and other goods and valuables, received to its full satisfaction of NORTHERN BUSINESS CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said NORTHERN BUSINESS CAPITAL CORPORATION and unto the survivor of them, and unto such survivor's heirs and assigns forever:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

AND ALSO, it, the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee its heirs and assigns, that at and until the ensealing of these presents, it was well seized of the premises, as a good indefeasible estate in FREE 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 itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee its heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, WE hereunto set our hand and seal this *May 30* day of *APRIL*, 1996.

Signed, Sealed & Delivered  
in the presence of:

*Robert L. Nazarko*  
Robert L. Nazarko

*Lynn E. Nazarko*  
Lynn E. NAZARKO

STATE OF CONNECTICUT )  
) ss:  
COUNTY OF New London )

NAZARKO CONNECTICUT PROPERTIES, INC.

*Michael M. Lembert*  
By MICHAEL NAZARKO, Its President

\$ 5,000.00  
\$ 1,100.00

*May 30, 1996*

CONVEYANCE TAXES COLLECTED

*Esther B. Williams*  
TOWN CLERK OF EAST LYME

Personally appeared, NAZARKO CONNECTICUT PROPERTIES, INC., by its President, Michael Nazarko, signer and sealer of the foregoing instrument, and acknowledged same to be his free act and deed and the free act and deed of NAZARKO CONNECTICUT PROPERTIES, INC. before me.

*Robert L. Givario*  
Robert L. GIVARIO  
Notary Public/Commissioner of the Superior Court

SCHEDULE "A"

All that certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut, containing 335.6 acres more or less as shown on a map entitled Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Rte 161, East Lyme, Conn., Scale 1<sup>in</sup> = 200', Sheets 1 of 2 and 2 of 2, dated July 17, 1987, certified by J. Robert Pfanner P.E., L.S. No. 9442, of J. Robert Pfanner & Associates P.C., 2 Ferro Court, East Lyme, Connecticut, more particularly bounded and described as follows:

Commencing at a point on the easterly side of Chesterfield Road, Conn. Route 161, which point marks the southwesterly corner of land now or formerly of Fraser and running thence the following courses and distances:

S 10° 01' 07" E, 752.84 feet  
 S 10° 17' 39" E, 417.73 feet  
 N 80° 35' 15" E, 268.43 feet  
 S 13° 10' 34" E, 271.23 feet  
 S 80° 35' 15" W, 43.31 feet  
 S 08° 21' 01" E, 144.00 feet  
 S 80° 02' 43" W, 170.35 feet

thence in an arc having a radius of 11,119.20 feet, a distance of 253.17 feet; thence,

S 15° 52' 02" E, 28.84 feet  
 N 85° 31' 38" E, 150.55 feet  
 N 83° 00' 04" E, 32.25 feet  
 N 89° 42' 23" E, 100.29 feet  
 N 84° 38' 37" E, 105.16 feet  
 H 72° 28' 04" E, 86.93 feet  
 H 01° 24' 54" W, 48.69 feet  
 H 20° 07' 01" E, 177.95 feet  
 H 01° 33' 34" E, 86.32 feet  
 H 27° 00' 17" W, 9.68 feet  
 S 82° 19' 39" E, 72.49 feet  
 S 87° 19' 39" E, 153.80 feet  
 S 81° 07' 55" E, 59.08 feet  
 S 84° 13' 59" E, 44.29 feet  
 H 25° 40' 07" E, 20.54 feet  
 H 05° 51' 03" E, 48.68 feet  
 H 01° 31' 02" E, 18.24 feet  
 S 90° 00' 00" E, 374.01 feet  
 S 05° 08' 44" W, 24.49 feet  
 S 04° 18' 02" W, 128.05 feet  
 S 04° 20' 13" W, 74.45 feet  
 S 00° 51' 41" E, 87.13 feet  
 S 07° 14' 42" E, 28.18 feet  
 S 04° 52' 13" E, 71.33 feet  
 S 05° 23' 52" E, 44.08 feet  
 S 07° 11' 16" E, 33.80 feet  
 S 04° 52' 13" W, 41.41 feet  
 S 02° 56' 12" W, 84.73 feet  
 S 28° 30' 04" E, 13.46 feet  
 S 02° 26' 45" E, 18.88 feet  
 S 43° 42' 22" E, 28.12 feet  
 S 07° 56' 04" E, 24.87 feet  
 S 18° 37' 31" E, 16.68 feet  
 H 87° 28' 59" E, 51.58 feet  
 S 27° 50' 53" E, 45.48 feet  
 S 10° 16' 08" E, 50.17 feet  
 S 25° 13' 51" E, 145.80 feet  
 H 21° 06' 10" E, 378.10 feet  
 H 35° 46' 53" E, 305.12 feet  
 H 55° 28' 48" E, 400.88 feet  
 H 10° 13' 50" W, 455.38 feet  
 S 89° 32' 15" E, 280.00 feet

SCHEDULE "A"

S 45° 05' 21" E, 116.31 feet  
 H 70° 54' 30" E, 125.91 feet  
 H 38° 03' 22" E, 180.30 feet  
 H 41° 39' 34" E, 81.20 feet  
 S 48° 20' 26" E, 81.03 feet  
 H 44° 48' 34" E, (97.35 feet  
 H 120° 41' 34" E, 93.88 feet  
 H 200° 57' 29" W, 140.80 feet  
 H 140° 44' 27" W, 58.78 feet  
 H 200° 07' 37" W, 102.33 feet  
 H 220° 18' 38" W, 135.93 feet  
 H 050° 48' 11" E, 850.28 feet  
 H 020° 47' 14" E, 174.41 feet  
 H 130° 21' 31" E, 69.66 feet  
 H 070° 08' 23" E, 98.13 feet  
 H 120° 03' 33" E, 158.37 feet  
 H 230° 45' 50" E, 30.41 feet  
 H 180° 28' 31" E, 149.88 feet  
 H 040° 31' 21" E, 110.00 feet  
 H 280° 13' 04" E, 12.30 feet  
 H 280° 42' 38" E, 105.16 feet  
 H 70° 21' 07" E, 31.58 feet  
 H 880° 23' 22" E, 118.10 feet  
 H 060° 01' 50" W, 77.48 feet  
 H 070° 21' 41" W, 183.34 feet  
 H 050° 18' 47" W, 87.92 feet  
 H 010° 38' 51" W, 15.38 feet  
 H 100° 28' 08" W, 182.43 feet  
 H 130° 04' 18" W, 111.11 feet  
 H 020° 31' 40" W, 101.32 feet  
 H 040° 43' 38" W, 171.45 feet  
 H 180° 10' 20" W, 79.59 feet  
 H 100° 07' 51" W, 58.18 feet  
 H 240° 45' 21" W, 80.44 feet  
 H 230° 42' 13" W, 127.40 feet  
 H 500° 45' 35" W, 101.62 feet  
 H 110° 24' 58" W, 115.17 feet  
 H 480° 18' 38" W, 104.17 feet  
 H 510° 06' 08" W, 179.00 feet  
 H 490° 39' 11" W, 84.31 feet  
 H 480° 21' 06" W, 225.07 feet  
 H 540° 03' 01" W, 71.19 feet  
 H 490° 42' 38" W, 71.89 feet  
 H 490° 42' 38" W, 272.00 feet  
 S 73° 23' 01" W, 385.03 feet  
 S 03° 41' 15" E, 197.00 feet  
 S 88° 23' 15" W, 260.01 feet  
 S 230° 28' 43" W, 1134.11 feet  
 H 270° 45' 47" W, 100.00 feet  
 S 79° 18' 43" W, 330.88 feet  
 S 140° 33' 44" W, 139.79 feet  
 S 150° 04' 16" E, 70.00 feet  
 S 740° 63' 44" W, 175.00 feet  
 H 77° 10' 02" W, 149.41 feet  
 H 11° 27' 18" W, 223.14 feet  
 S 00° 58' 35" W, 231.23 feet  
 S 74° 53' 44" W, 26.01 feet  
 S 01° 10' 23" W, 128.67 feet  
 S 12° 29' 07" E, 543.13 feet  
 S 07° 42' 17" W, 400.19 feet  
 S 30° 08' 23" E, 350.40 feet  
 0 00° 38' 38" W, 600.00 feet  
 H 87° 21' 24" W, 211.50 feet  
 H 87° 33' 18" W, 116.81 feet  
 H 85° 52' 30" W, 210.43 feet  
 H 87° 37' 00" W, 284.27 feet

Point and place of beginning.

SCHEDULE "A"

Said premises are conveyed subject to:

1. The lien for all municipal taxes and assessments on the List of October 1, 1992, and thereafter.
2. Special exception permit dated February 1, 1990 and recorded April 25, 1990 in Volume 300 at Page 13 of the East Lyme Land Records.
3. Wetlands Designation recorded in Volume 275 at Page 514 of the East Lyme Land Records.
4. Basement in favor of the Connecticut Light and Power Company as shown on a map entitled "Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Rte. 161, East Lyme, Conn., dated July 17, 1987, certified by J. Robert Pfanner, P.E., L.S. No. 9442.

SCHEDULE "A"LESS:

Parcels 1 and 2 as set forth herein:

## 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 97.04' 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/E of Hale, thence S 72° 20' 08" W a distance of 66.98' to a 30" maple tree, thence S 84° 50' 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 03° 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 233,050 ± 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.

SCHEDULE "A"

VOL. 409 PAGE 45 Parcel 2

VOL. 362 PAGE 83

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 00° 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 105.91' to iron pin to be set at the corner of Lots 2 and 3, thence N 17° 18' 45" E a distance of 143.01' to iron pin recovered at land n/E of Mugge, thence S 87° 33' 16" E a distance of 176.01' to iron pin recovered at Land N/F of Thornton, thence S 87° 31' 24" E a distance of 250' more or less to the centerline of Latimer Brook 1,200' more or less to land N/F of Puzas, thence northerly 30' more or less to iron pin recovered, thence S 09° 51' 18" E a distance of 30.26' to iron pin to be set at the corner of open space and Lot 47, thence S 44° 27' 23" E a distance of 191.87' to iron pin to be set at the corner of Lots 46 and 47, thence S 23° 26' 20" E a distance of 146.57' to a point, thence S 19° 41' 59" E a distance of 104.31' to iron pin to be set at the Southerly corner of Lot 46, thence N 51° 03' 14" E a distance of 128.02' to a point, thence N 34° 43' 10" E a distance of 95.09' to iron pin to be set at the southerly line of Bobwhite Lane, thence along the southerly line of Bobwhite Lane S 17° 31' 56" E a distance of 60.89' to monument to be set thence along a curve having the radius of 175.00' a delta of 11° 21' 02" and a length of 34.67' to iron pin to be set at the corner of Lot 25, thence S 30° 12' 17" W a distance of 136.83' to a point, thence S 22° 39' 40" W a distance of 123.92' to a point, thence S 20° 11' 18" E a distance of 132.47' to a point, thence S 07° 19' 53" E a distance of 175.03' to a point, thence S 12° 52' 32" E a distance of 100.00' to a point the last 5 courses being bounded by Lot 25, thence S 00° 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' 30" 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 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 102.02' 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 668,230+ 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 Heritage Development Group, Inc., Southbury CT. Scale 1" = 100' Sheet 49 of 130, November 17, 1988, rev. 15-29-88 by J. Robert

less:

ALL THAT certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut shown and designated as Lot Number 25 on a map entitled "Heritage At East Lyme - Subdivision - The Heritage Development Group, Inc. Southbury, Connecticut" J. Robert Pfanner and Associates, P.C. Surveying and Engineering, 37 Grant Street, East Lyme, Connecticut, 1 inch = 40 feet dated February 1, 1988, revised to October 3, 1988 and labeled Sheet 5 of 130, certified in accordance with the standards of a class A/2 Survey" which map was filed on March 9, 1989 at 11:25 A.M. and designated as Map No. 744 in Drawer # 4;

and

ALL THAT certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut shown and designated as Lot Number 41 on a map entitled "Heritage At East Lyme - Subdivision - The Heritage Development Group, Inc. Southbury, Connecticut" J. Robert Pfanner and Associates, P.C. Surveying and Engineering, 37 Grant Street, East Lyme, Connecticut, 1 inch = 40 feet dated February 1, 1988, revised to October 3, 1988 and labeled Sheet 6 of 130, certified in accordance with the standards of a class A/2 Survey" which map was filed on March 9, 1989 at 11:25 A.M. and designated as Map No. 745 in Drawer # 4; and

Recorded May 30 1996  
3:55 AM East Lyme  
PM East Lyme Town Clerk

# **EXHIBIT C**

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

1587

KNOW YE, That NAZARKO CONNECTICUT PROPERTIES, INC., a corporation organized and existing under the laws of the State of Connecticut, for the consideration of ONE DOLLAR and 00/100 (\$ 1.00) and other goods and valuables, received to its full satisfaction of NORTHERN BUSINESS CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said NORTHERN BUSINESS CAPITAL CORPORATION and unto the survivor of them, and unto such survivor's heirs and assigns forever:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

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

IN WITNESS WHEREOF, WE hereunto set our hand and seal this *May 30* day of *APRIL*, 1996.

Signed, Sealed & Delivered  
in the presence of:

*Robert L. Giurato*  
Robert L. Giurato

*Michael M. Nazarko*  
Michael M. Nazarko

STATE OF CONNECTICUT      )  
                                    ) ss:  
COUNTY OF New London      )

NAZARKO CONNECTICUT PROPERTIES, INC.

*Michael M. Nazarko*  
By MICHAEL NAZARKO, Its President

\$ 5,000.00  
\$ 1,100.00

*May 30*  
APRIL 30, 1996

CONVEYANCE TAXES COLLECTED

*Esther B. Williams*  
TOWN CLERK OF EAST LYME

Personally appeared, NAZARKO CONNECTICUT PROPERTIES, INC., by its President, Michael Nazarko, signer and sealer of the foregoing instrument, and acknowledged same to be his free act and deed and the free act and deed of NAZARKO CONNECTICUT PROPERTIES, INC. before me.

*Robert L. Giurato*  
Robert L. Giurato  
Notary Public/Commissioner of the Superior Court

SCHEDULE "A"

All that certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut, containing 305.6 acres more or less as shown on a map entitled Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Rte 161, East Lyme, Conn., Scale 1" = 200', Sheet 1 of 2 and 2 of 2, dated July 17, 1977, certified by J. Robert Pfanner P.C., L.S. No. 9442, of J. Robert Pfanner Associates P.C., 1 Ferro Court, East Lyme, Connecticut, more particularly bounded and described as follows:

Commencing at a point on the easterly side of Chesterfield Road, Conn. Route 161, which point marks the southwesterly corner of land now or formerly of Pease and running thence the following courses and distances:

S 10° 01' 07" E, 753.88 feet  
 S 10° 17' 39" E, 411.73 feet  
 N 80° 33' 15" E, 268.41 feet  
 S 11° 20' 34" E, 271.22 feet  
 S 80° 33' 15" W, 83.31 feet  
 S 08° 01' 04" E, 141.00 feet  
 S 80° 02' 33" W, 170.34 feet

thence in an arc having a radius of 11,419.20 feet, a distance of 353.17 feet; thence,

S 15° 52' 01" E, 28.81 feet  
 N 15° 31' 38" E, 150.85 feet  
 N 15° 00' 04" E, 12.73 feet  
 N 15° 42' 33" E, 100.79 feet  
 N 80° 58' 31" E, 105.16 feet  
 N 72° 28' 01" E, 85.93 feet  
 N 01° 44' 54" W, 41.69 feet  
 N 20° 07' 01" E, 177.95 feet  
 N 01° 33' 54" E, 86.92 feet  
 N 22° 00' 11" W, 9.66 feet  
 S 07° 19' 39" E, 72.48 feet  
 S 07° 19' 39" E, 133.80 feet  
 S 11° 07' 53" E, 59.08 feet  
 S 11° 13' 59" E, 44.29 feet  
 N 15° 40' 07" E, 70.55 feet  
 N 05° 51' 03" E, 41.61 feet  
 N 05° 31' 02" E, 11.24 feet  
 S 90° 00' 00" E, 374.01 feet  
 S 05° 08' 44" W, 21.43 feet  
 S 04° 16' 02" W, 128.05 feet  
 S 04° 30' 15" W, 24.45 feet  
 S 00° 51' 41" E, 87.13 feet  
 S 07° 14' 43" E, 98.16 feet  
 S 04° 51' 13" E, 77.33 feet  
 S 05° 23' 12" E, 44.08 feet  
 S 07° 11' 16" E, 33.80 feet  
 S 01° 51' 12" W, 41.41 feet  
 S 02° 56' 12" W, 84.73 feet  
 S 26° 50' 04" E, 13.46 feet  
 S 03° 25' 45" E, 18.88 feet  
 S 42° 42' 22" E, 28.12 feet  
 S 01° 56' 04" E, 21.87 feet  
 S 18° 37' 31" E, 16.68 feet  
 N 07° 26' 55" E, 31.86 feet  
 S 27° 50' 54" E, 45.48 feet  
 S 10° 18' 08" E, 30.17 feet  
 S 15° 15' 51" E, 145.89 feet  
 N 21° 06' 18" E, 479.10 feet  
 N 38° 46' 33" E, 305.13 feet  
 N 35° 29' 48" E, 400.68 feet  
 N 10° 13' 50" W, 455.36 feet  
 S 03° 52' 15" E, 280.00 feet

## SCHEDULE "A"

S 44° 07' 21" E, 116.31 feet  
 N 70° 54' 30" E, 223.91 feet  
 N 38° 03' 22" E, 180.37 feet  
 S 48° 29' 34" E, 61.29 feet  
 S 48° 20' 26" E, 61.03 feet  
 N 44° 48' 34" E, 197.93 feet  
 N 12° 33' 34" E, 93.88 feet  
 N 20° 37' 29" W, 140.80 feet  
 N 34° 44' 27" W, 59.78 feet  
 N 20° 07' 37" W, 102.33 feet  
 N 22° 16' 58" W, 235.97 feet  
 N 03° 48' 11" E, 650.31 feet  
 N 03° 47' 14" E, 474.47 feet  
 N 19° 21' 51" E, 69.66 feet  
 N 07° 08' 23" E, 86.83 feet  
 N 12° 03' 33" E, 166.27 feet  
 N 25° 45' 50" E, 30.48 feet  
 N 18° 08' 39" E, 149.88 feet  
 N 04° 31' 21" E, 110.00 feet  
 N 88° 13' 04" E, 72.30 feet  
 N 68° 42' 18" E, 105.88 feet  
 N 74° 19' 07" E, 31.38 feet  
 N 68° 33' 33" E, 128.40 feet  
 N 06° 01' 50" W, 77.48 feet  
 N 07° 21' 41" W, 161.54 feet  
 N 09° 18' 47" W, 17.92 feet  
 N 01° 58' 31" W, 13.38 feet  
 N 10° 28' 08" W, 182.42 feet  
 N 13° 04' 18" W, 111.11 feet  
 N 03° 51' 40" W, 101.32 feet  
 N 04° 43' 28" W, 173.45 feet  
 N 18° 10' 20" W, 23.59 feet  
 N 20° 02' 51" W, 58.18 feet  
 N 24° 45' 24" W, 80.44 feet  
 N 33° 21' 43" W, 127.80 feet  
 N 50° 35' 55" W, 101.52 feet  
 N 41° 34' 59" W, 115.17 feet  
 N 48° 18' 36" W, 104.11 feet  
 N 51° 08' 08" W, 170.00 feet  
 N 49° 35' 11" W, 34.21 feet  
 N 46° 11' 05" W, 235.07 feet  
 N 54° 03' 01" W, 71.18 feet  
 N 45° 42' 38" W, 71.89 feet  
 N 49° 42' 38" W, 272.00 feet  
 S 72° 23' 01" W, 385.05 feet  
 S 03° 47' 13" E, 197.00 feet  
 N 88° 23' 15" W, 260.01 feet  
 N 23° 28' 42" W, 1138.11 feet  
 H 27° 45' 47" W, 400.00 feet  
 S 79° 28' 41" W, 330.88 feet  
 S 74° 33' 44" W, 139.79 feet  
 S 13° 08' 18" E, 70.00 feet  
 S 74° 63' 44" W, 125.00 feet  
 H 77° 10' 02" W, 149.41 feet  
 H 11° 27' 18" W, 223.14 feet  
 S 00° 59' 35" W, 231.79 feet  
 S 74° 53' 44" W, 26.02 feet  
 S 01° 10' 23" W, 128.67 feet  
 S 12° 29' 07" E, 543.13 feet  
 S 07° 42' 37" W, 160.19 feet  
 S 30° 08' 23" E, 350.40 feet  
 S 00° 38' 38" W, 600.09 feet  
 H 87° 21' 24" W, 217.50 feet  
 H 87° 33' 18" W, 176.81 feet  
 H 86° 53' 38" W, 210.48 feet  
 H 87° 37' 00" W, 284.37 feet

Line and place of beginning.

SCHEDULE "A"

Said premises are conveyed subject to:

1. The lien for all municipal taxes and assessments on the List of October 1, 1992, and thereafter.
2. Special exception permit dated February 1, 1990 and recorded April 25, 1990 in Volume 300 at Page 13 of the East Lyme Land Records.
3. Wetlands Designation recorded in Volume 275 at Page 514 of the East Lyme Land Records.
4. Easement in favor of the Connecticut Light and Power Company as shown on a map entitled "Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Rte. 161, East Lyme, Conn., dated July 17, 1987, certified by J. Robert Pfanner, P.E., L.S. No. 9442.

SCHEDULE "A"LESS:

Parcels 1 and 2 as set forth herein:

## 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 07° 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° 20' 08" W a distance of 66.98' to a 30" maple tree, thence S 84° 50' 37" W a distance of 105.16' to a fence post, thence S 89° 12' 35" W a distance of 100.79' to an iron pin recovered thence S 03° 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 332,850 ± 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.

SCHEDULE "A"

VOL. 409 PAGE 45 Parcel 2

VOL. 362 PAGE 83

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 207.61' 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° 10' 45" E a distance of 143.01' to iron pin recovered at land n/E of Mugge, thence S 87° 33' 16" E a distance of 176.81' 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 09° 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' 16" 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 100.00' 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' 17" 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 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 46° 12' 34" and a length of 173.79' to a monument to be set, thence N 80° 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 600,230+ 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 Heritage Development Group, Inc., Southbury CT. Scale 1" = 100'. Sheet 49 of 130, November 17, 1988, rev. 11-29-88 by J. Robert

TAAC

less:

ALL THAT certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut shown and designated as Lot Number 25 on a map entitled "Heritage At East Lyme - Subdivision - The Heritage Development Group, Inc. Southbury, Connecticut" J. Robert Pfanner and Associates, P.C. Surveying and Engineering, 37 Grant Street, East Lyme, Connecticut, 1 inch = 40 feet dated February 1, 1988, revised to October 3, 1988 and labeled Sheet 6 of 130, certified in accordance with the standards of a class A/2 Survey" which map was filed on March 9, 1989 at 11:25 A.M. and designated as Map No. 744 in Drawer # 4;

and

ALL THAT certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut shown and designated as Lot Number 41 on a map entitled "Heritage At East Lyme - Subdivision - The Heritage Development Group, Inc. Southbury, Connecticut" J. Robert Pfanner and Associates, P.C. Surveying and Engineering, 37 Grant Street, East Lyme, Connecticut, 1 inch = 40 feet dated February 1, 1988, revised to October 3, 1988 and labeled Sheet 6 of 130, certified in accordance with the standards of a class A/2 Survey" which map was filed on March 9, 1989 at 11:25 A.M. and designated as Map No. 745 in Drawer # 4; and

May 30 1996  
Recorded 3:55 AM East Lyme  
PM  
East Lyme Town Clerk

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

KNOW YE, that JOSEPH KAVANEWSKY, ~~TRUSTEE~~, of Deerfield Beach, Florida, for the consideration of TWO MILLION ONE HUNDRED THOUSAND and 00/100 (\$2,100,000.00) DOLLARS, received to its full satisfaction of NAZARKO CONNECTICUT PROPERTIES, INC., A corporation organized and existing under the laws of the State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said NAZARKO CONNECTICUT PROPERTIES, INC. and unto its heirs and assigns forever:

SEE SCHEDULE "A" ATTACHED HERETO.

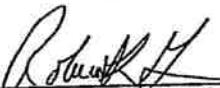
TO HAVE AND TO HOLD, the above granted and bargained premises, with the appurtenances thereof, unto him, the said grantee, and unto his heirs and assigns forever, to his and their own proper use and behoof.

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

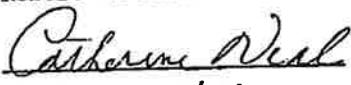
AND FURTHERMORE, the said grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him, the said grantee and to his heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

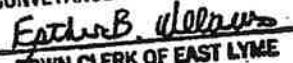
IN WITNESS WHEREOF, Grantor has hereunto caused to be set its hand and seal this 30th day of September, 1993.

Signed, Sealed & Delivered  
in the presence of:

  
\_\_\_\_\_  
Robert L. Genuario

  
\_\_\_\_\_  
JOSEPH KAVANEWSKY ~~TRUSTEE~~ L.S.

  
\_\_\_\_\_  
Catherine Neal  
CATHERINE NEAL

CONVEYANCE TAXES COLLECTED  
  
\_\_\_\_\_  
ESTHER B. GLEASONS  
TOWN CLERK OF EAST LYME

\$10500.00  
2310.00

STATE OF CONNECTICUT:

: ss.: Norwalk

September 30, 1993

COUNTY OF FAIRFIELD :

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



Robert L. Genuario  
Commissioner of the Superior  
Court

Grantee's Latest Address:

239 Flanders Rd.  
Norwalk, CT  
06857

SCHEDULE "A"

All that certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut, containing 333.6 acres more or less as shown on a map entitled Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Rte 181, East Lyme, Conn., Scale 1" = 200', Sheets 1 of 2 and 2 of 2, dated July 17, 1947, certified by J. Robert Planner, P.E., L.S. No. 9442, of J. Robert Planner & Associates P.C., 1 Ferro Court, East Lyme, Connecticut, more particularly bounded and described as follows:

Commencing at a point on the easterly side of Chesterfield Road, Conn. Route 181, which point marks the southwesterly corner of land now or formerly of Fraser and running thence the following courses and distances:

S 10° 01' 07" E, 333.66 (ac)  
 S 10° 17' 33" E, 417.13 feet  
 N 20° 33' 15" E, 285.61 feet  
 S 11° 20' 34" E, 271.22 feet  
 S 80° 33' 15" W, 63.31 feet  
 S 00° 21' 04" E, 142.00 feet  
 S 88° 02' 45" W, 170.34 feet

thence in an arc having a radius of 11,19.20 feet, a distance of 333.12 feet, thence,

S 15° 52' 02" E, 38.84 feet  
 N 15° 31' 38" E, 180.85 feet  
 N 03° 00' 04" E, 12.23 feet  
 N 89° 42' 35" E, 100.79 feet  
 N 84° 58' 37" E, 105.16 feet  
 N 12° 28' 08" E, 88.99 feet  
 N 01° 44' 51" W, 48.69 feet  
 N 20° 07' 01" E, 177.95 feet  
 N 01° 33' 51" E, 85.92 feet  
 N 27° 00' 17" W, 9.66 feet  
 S 87° 13' 39" E, 71.89 feet  
 S 87° 19' 39" E, 153.80 feet  
 S 88° 07' 55" E, 59.08 feet  
 S 84° 13' 58" E, 44.28 feet  
 N 75° 40' 07" E, 10.51 feet  
 N 05° 51' 03" E, 18.68 feet  
 N 01° 31' 02" E, 18.24 feet  
 S 90° 00' 00" E, 374.01 feet  
 S 05° 08' 44" W, 28.49 feet  
 S 04° 18' 02" W, 128.05 feet  
 S 04° 30' 13" W, 14.15 feet  
 S 00° 51' 41" E, 87.15 feet  
 S 07° 14' 43" E, 88.10 feet  
 S 04° 52' 13" E, 77.33 feet  
 S 01° 23' 52" E, 44.08 feet  
 S 07° 11' 18" E, 33.80 feet  
 S 08° 52' 22" W, 43.41 feet  
 S 02° 56' 12" W, 54.73 feet  
 S 26° 50' 04" E, 13.46 feet  
 S 03° 26' 45" E, 18.88 feet  
 S 42° 42' 22" E, 28.42 feet  
 S 07° 56' 04" E, 44.87 feet  
 S 18° 37' 31" E, 16.88 feet  
 N 87° 26' 59" E, 51.88 feet  
 S 27° 50' 34" E, 48.41 feet  
 S 10° 16' 08" E, 50.12 feet  
 S 25° 15' 51" E, 143.98 feet  
 N 21° 05' 18" E, 379.10 feet  
 N 38° 46' 53" E, 505.12 feet  
 N 55° 28' 48" E, 400.88 feet  
 N 10° 13' 50" W, 455.36 feet  
 S 89° 32' 15" E, 280.00 feet

SCHEDULE "A"

S 60° 05' 21" E, 116.31 feet  
 N 70° 54' 50" E, 224.94 feet  
 N 38° 03' 22" E, 180.30 feet  
 S 48° 39' 34" E, 61.19 feet  
 N 41° 20' 28" E, 61.03 feet  
 S 45° 46' 34" E, 97.83 feet  
 H 42° 38' 54" E, 93.88 feet  
 H 20° 57' 29" W, 140.60 feet  
 H 14° 44' 22" W, 58.78 feet  
 H 20° 07' 31" W, 102.33 feet  
 H 12° 18' 51" W, 330.92 feet  
 H 05° 41' 11" E, 850.21 feet  
 H 02° 47' 14" E, 174.11 feet  
 H 13° 11' 51" E, 69.66 feet  
 H 01° 04' 23" E, 96.85 feet  
 H 12° 03' 33" E, 168.37 feet  
 H 25° 45' 50" E, 50.41 feet  
 H 18° 04' 31" E, 149.11 feet  
 H 04° 31' 21" E, 110.00 feet  
 H 18° 13' 04" E, 11.30 feet  
 H 68° 42' 26" E, 105.86 feet  
 H 71° 21' 07" E, 31.58 feet  
 H 88° 29' 33" E, 128.10 feet  
 H 08° 01' 80" W, 77.16 feet  
 H 02° 18' 41" W, 162.38 feet  
 H 09° 18' 47" W, 81.92 feet  
 H 01° 35' 51" W, 85.81 feet  
 H 10° 26' 06" W, 183.42 feet  
 H 13° 04' 18" W, 111.11 feet  
 H 02° 51' 40" W, 101.53 feet  
 H 04° 43' 38" W, 173.15 feet  
 H 18° 10' 20" W, 79.31 feet  
 H 20° 07' 31" W, 58.48 feet  
 H 24° 46' 11" W, 80.41 feet  
 H 33° 42' 43" W, 127.80 feet  
 H 50° 45' 35" W, 101.62 feet  
 H 47° 34' 59" W, 145.17 feet  
 H 48° 16' 38" W, 104.48 feet  
 H 51° 06' 08" W, 178.00 feet  
 H 49° 19' 11" W, 94.37 feet  
 H 48° 31' 06" W, 215.07 feet  
 H 54° 03' 01" W, 71.19 feet  
 H 49° 42' 36" W, 71.89 feet  
 H 49° 42' 36" W, 272.00 feet  
 H 72° 29' 01" W, 385.05 feet  
 S 05° 43' 13" E, 491.00 feet  
 N 88° 23' 15" W, 760.01 feet  
 S 13° 28' 43" W, 1438.16 feet  
 H 77° 45' 47" W, 400.00 feet  
 S 73° 26' 43" W, 330.88 feet  
 S 74° 33' 44" W, 138.73 feet  
 S 15° 08' 18" E, 70.00 feet  
 S 74° 63' 44" W, 125.00 feet  
 H 77° 10' 02" W, 119.41 feet  
 H 11° 27' 18" W, 123.18 feet  
 S 00° 58' 35" W, 131.73 feet  
 S 74° 53' 44" W, 26.02 feet  
 S 01° 10' 23" W, 128.67 feet  
 S 12° 39' 07" E, 543.13 feet  
 S 07° 42' 57" W, 480.19 feet  
 S 30° 08' 23" E, 350.40 feet  
 S 00° 38' 38" W, 600.09 feet  
 H 87° 33' 24" W, 213.50 feet  
 H 87° 33' 18" W, 116.81 feet  
 H 86° 52' 38" W, 210.48 feet  
 H 87° 37' 00" W, 284.21 feet

Point and place of beginning.

SCHEDULE "A"

Said premises are conveyed subject to:

1. The lien for all municipal taxes and assessments on the List of October 1, 1992, and thereafter.
2. Special exception permit dated February 1, 1990 and recorded April 25, 1990 in Volume 300 at Page 13 of the East Lyme Land Records.
3. Wetlands Designation recorded in Volume 275 at Page 514 of the East Lyme Land Records.
4. Easement in favor of the Connecticut Light and Power Company as shown on a map entitled "Boundary Survey, Property of Heritage Development Group, Inc.; Property East of Chesterfield Road, Conn. Rte. 161, East Lyme, Conn., dated July 17, 1987, certified by J. Robert Pfanner, P.E., L.S. No. 9442.

SCHEDULE "A"LESS:

Parcels 1 and 2 as set forth herein:

## 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 07° 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 66.90' to a 30" maple tree, thence S 04° 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 03° 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 194.07' 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 100.50' 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.

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 00° 46' 49" W a distance of 170.00' to iron pin to be set at the corner of Lot 4, thence N 10° 40' 42" W a distance of 207.51' to iron pin to be set at the corner of Lots 3 and 4, thence N 03° 50' 10" W a distance of 185.91' to iron pin to be set at the corner of Lots 2 and 3, thence N 17° 18' 45" E a distance of 143.01' to iron pin recovered at land n/f of Mugge, thence S 87° 33' 16" E a distance of 176.01' to iron pin recovered at Land N/F of Thornton, thence S 87° 31' 24" E a distance of 250' more or less to the centerline of Latimer Brook 1,200' more or less to land along the centerline of Latimer Brook 1,200' more or less to iron pin N/F of Puzas, thence northerly 30' more or less to iron pin recovered, thence S 09° 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' 30" 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 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 00° 00' 00" W a distance of 102.02' 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 660,240± 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 Heritage Development Group, Inc., Southbury CT. Scale 1" = 100' Sheet 49 of 130, November 17, 1980, rev. 2/29/88 by J. Robert

Hand for record Nov 9 1983  
9:20 AM  
Sgt. B. Williams  
East Lyme Town Clerk

# **EXHIBIT D**

## QUITCLAIM DEED

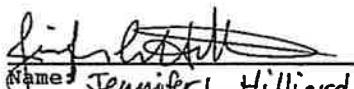
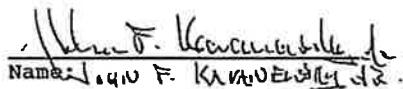
25391

SAGE DEVELOPMENT CORP., a Connecticut corporation having an address at P.O. Box 991, Waterbury, Connecticut 06702, for One Dollar (\$1.00) and other good and valuable consideration paid, grants to JOSEPH KAVANEWSKY, having an address at 410 North Federal Highway, Unit 218, Deerfield Beach, Florida 33441, with QUITCLAIM COVENANTS, that certain piece or parcel of land situated in the Town of East Lyme, County of New London, State of Connecticut together with all buildings, improvements and appurtenances thereon if any, which property is more particularly described in Exhibit A attached hereto and made a part hereof.

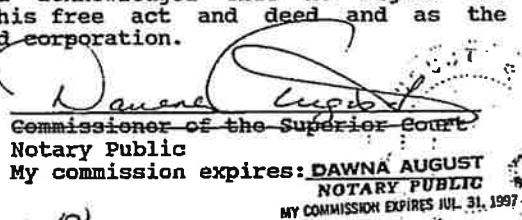
IN WITNESS WHEREOF, the undersigned has executed this instrument on this 30th day of June, 1992.

WITNESSES:

SAGE DEVELOPMENT CORP.

  
Name: Jennifer L. HilliardBy:   
Arthur R. Godbout, Jr.  
Vice President  
Name: Joseph F. KavanevskySTATE OF CONNECTICUT  
COUNTY OF HARTFORD

On this 30th day of June, 1992, personally appeared before me, Arthur R. Godbout, Jr., a Vice President of Sage Development Corp., and acknowledged that he signed the foregoing instrument as his free act and deed and as the free act and deed of said corporation.

  
Commissioner of the Superior Court  
Notary Public  
My commission expires: DAWNA AUGUST  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JUL 31, 1997

CONVEYANCE TAXES COLLECTED  
Mary A. Clark  
TOWN CLERK OF EAST LYME  
and

\$4250.00  
935.00

EXHIBIT A VOL. 333 PAGE 501

All that certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut, containing 335.6 acres more or less as shown on a map entitled Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Ric 161, East Lyme, Conn., Scale 1" = 200', Sheets 1 of 2 and 2 of 2, dated July 17, 1987, certified by J. Robert Pfanner, P.E., L.S. No. 9442, of J. Robert Pfanner & Associates, P.C., 2 Ferro Court, East Lyme, Connecticut, more particularly bounded and described as follows:

Commencing at a point on the easterly side of Chesterfield Road, Conn Route 161, which point marks the southwesterly corner of land now or formerly of Fraser and running thence the following courses and distances:

S 10° 01' 07" E, 753.68 feet  
 S 10° 17' 39" E, 417.73 feet  
 N 30° 33' 15" E, 266.61 feet  
 S 11° 20' 34" E, 271.22 feet  
 S 80° 33' 15" W, 63.01 feet  
 S 05° 21' 04" E, 142.00 feet  
 S 86° 02' 45" W, 170.54 feet

Whence in an arc having a radius of 11,419.20 feet, a distance of 353.12 feet; thence,

S 15° 12' 02" E, 28.84 feet  
 N 25° 31' 38" E, 150.95 feet  
 N 33° 00' 04" E, 82.25 feet  
 N 59° 42' 35" E, 100.79 feet  
 N 24° 52' 37" E, 105.16 feet  
 N 72° 28' 29" E, 66.98 feet  
 N 01° 44' 54" W, 48.69 feet  
 N 20° 07' 01" E, 177.95 feet  
 N 01° 22' 51" E, 86.92 feet  
 N 27° 00' 17" W, 9.66 feet  
 S 87° 19' 29" S, 72.29 feet  
 S 87° 19' 35" S, 153.50 feet  
 S 65° 07' 55" E, 59.06 feet  
 S 84° 13' 59" E, 44.29 feet  
 N 75° 40' 07" E, 20.51 feet  
 N 05° 51' 03" E, 48.68 feet  
 N 01° 31' 02" E, 78.24 feet  
 S 50° 00' 00" E, 374.01 feet  
 S 05° 09' 44" W, 28.19 feet  
 S 04° 16' 02" W, 125.05 feet  
 S 04° 30' 15" W, 74.45 feet  
 S 00° 51' 41" E, 67.15 feet  
 S 07° 14' 43" E, 98.16 feet  
 S 04° 52' 23" E, 77.33 feet  
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 S 07° 11' 16" E, 33.90 feet  
 S 05° 52' 22" W, 42.41 feet  
 S 02° 56' 12" W, 54.73 feet  
 S 26° 50' 04" E, 13.46 feet  
 S 03° 26' 45" E, 12.88 feet  
 S 42° 42' 22" E, 28.42 feet  
 S 07° 56' 04" E, 24.37 feet  
 S 18° 37' 31" E, 16.68 feet  
 N 27° 26' 59" E, 51.56 feet  
 S 27° 50' 54" E, 45.48 feet  
 S 10° 16' 09" E, 30.17 feet  
 S 25° 15' 51" E, 145.99 feet  
 N 21° 06' 16" E, 379.10 feet  
 N 38° 46' 53" E, 505.12 feet  
 N 55° 29' 42" E, 400.68 feet  
 N 10° 13' 50" W, 455.36 feet  
 S 89° 52' 73" E, 280.00 feet

S 220 44° 34' E, 41.11 feet  
 N 700 09° 01' E, 116.94 feet  
 N 380 54° 50' E, 223.94 feet  
 S 180 03° 22' E, 180.30 feet  
 N 410 39° 34' E, 61.39 feet  
 S 480 20° 26' E, 61.03 feet  
 N 440 46° 34' E, 197.93 feet  
 N 420 38° 54' E, 93.88 feet  
 N 200 57° 29' W, 140.60 feet  
 N 140 44° 27' W, 59.78 feet  
 N 20° 07° 37' W, 202.33 feet  
 N 220 26° 58' W, 233.92 feet  
 N 050 48° 11' E, 650.28 feet  
 N 020 47° 14' E, 474.47 feet  
 N 130 21° 51' E, 69.66 feet  
 N 070 08° 23' E, 96.95 feet  
 N 120 03° 33' E, 166.37 feet  
 N 250 45° 50' E, 50.48 feet  
 N 180 08° 31' E, 149.88 feet  
 N 040 31° 21' E, 220.00 feet  
 N 880 13° 04' E, 72.30 feet  
 N 680 42° 25' E, 105.66 feet  
 N 740 28° 07' E, 31.58 feet  
 N 680 39° 33' E, 128.40 feet  
 N 060 01° 50' W, 77.45 feet  
 N 070 28° 41' W, 162.56 feet  
 N 090 19° 47' W, 87.92 feet  
 N 010 35° 51' W, 85.31 feet  
 N 100 28° 06' W, 183.43 feet  
 N 130 04° 19' W, 111.11 feet  
 N 020 31° 40' W, 101.53 feet  
 N 040 45° 38' W, 173.45 feet  
 N 180 10° 20' W, 79.59 feet  
 N 200 07° 51' W, 58.48 feet  
 N 240 46° 24' W, 80.44 feet  
 N 330 42° 43' W, 127.60 feet  
 N 500 15° 55' W, 101.67 feet  
 N 470 38° 58' W, 145.17 feet  
 N 420 16° 36' W, 104.42 feet  
 N 510 06° 02' W, 179.00 feet  
 N 490 39° 11' W, 94.27 feet  
 N 460 21° 05' W, 225.07 feet  
 N 340 05° 01' W, 71.49 feet  
 N 490 42° 36' W, 71.69 feet  
 N 490 42° 36' W, 272.00 feet  
 S 720 28° 01' W, 385.05 feet  
 S 050 43° 15' E, 497.00 feet  
 N 380 23° 13' W, 260.01 feet  
 S 230 28° 43' W, 1438.18 feet  
 N 770 45° 47' W, 400.00 feet  
 S 790 26° 43' W, 330.88 feet  
 S 760 53° 44' W, 139.79 feet  
 S 150 06° 16' E, 70.00 feet  
 S 740 53° 44' W, 125.00 feet  
 N 770 10° 02' W, 129.41 feet  
 N 110 27° 18' W, 223.18 feet  
 S 000 58° 33' W, 231.79 feet  
 S 740 53° 44' W, 26.02 feet  
 S 010 10° 23' W, 128.67 feet  
 S 130 39° 07' E, 543.13 feet  
 S 070 42° 57' W, 460.19 feet  
 S 300 05° 21' E, 550.49 feet  
 S 000 38° 35' W, 600.09 feet  
 N 870 31° 24' W, 213.50 feet  
 N 670 33° 16' W, 176.81 feet  
 N 860 52° 36' W, 210.48 feet  
 N 670 37° 00' W, 264.27 feet

VOL. 333 PAGE 502

RECEIVED FOR RECORD *June 30 1992*  
 AT 2:40 P.M. ATTESTED *Paula C. Hayes*  
 Town Clerk

To the point and place of beginning.

# EXHIBIT E

DOCKET NO. CV-91-0098596 S

SAGE DEVELOPMENT CORP., : SUPERIOR COURT  
Plaintiff :  
v. : JUDICIAL DISTRICT  
HERITAGE AT EAST LYME : OF NEW LONDON  
LIMITED PARTNERSHIP, ET AL, : AT NORWICH  
Defendants : DECEMBER 9, 1991

CERTIFICATE OF FORECLOSURE

TO WHOM IT MAY CONCERN:

This certifies that a mortgage from Heritage at East Lyme Limited Partnership, of the Town of East Lyme, in the County of New London, in the State of Connecticut to Bank of Boston Connecticut and assigned to Sage Development Corp. (the "Plaintiff"), of the Town of Waterbury of the County of Waterbury, in the State of Connecticut, and bearing the date of May 15, 1989 and recorded in the Land Records of the Town of East Lyme in Volume 283, Page 419, was foreclosed upon the Complaint of the Plaintiff against Heritage at East Lyme Limited Partnership, the owners of the equity of redemption in said mortgaged premises, and against Henry J. Paparazzo,

Curtis McGann, The Heritage Hills of Westchester Limited Partnership, Heritage Hills #15, Heritage Development Group, Inc., Heritage Hills #19, Heritage Hills Sewage-Works Corporation, and Heritage Hills Water-Works Corporation having an interest therein, in the Superior Court, Judicial District of New London at Norwich, on the 25th day of October, 1991. The premises foreclosed are more specifically described on Schedule A, attached hereto and specifically made a part hereof (the "Property"). The time limited for redemption in said judgment of foreclosure has passed and the title to the Property became absolute in Sage Development Corp. on the 20th day of November, 1991.

Dated at Hartford, Connecticut this 9th day of December, 1991.

PLAINTIFF,  
SAGE DEVELOPMENT CORP.

By: Stacey Moody McHenry  
Stacey Moody McHenry, Esq.  
of Bingham, Dana & Gould  
100 Pearl Street  
Hartford, CT 06103  
(203) 244-3770  
Juris No. 403846  
Its Attorneys

hills7

All that certain piece or parcel of land located in the Town of East Lyme, County of New London, State of Connecticut, containing 335.6 acres more or less as shown on a map entitled Boundary Survey, Property of Heritage Development Group, Inc., Property East of Chesterfield Road, Conn. Rte 161, East Lyme, Conn., Scale 1" = 200', Sheets 1 of 2 and 2 of 2, dated July 17, 1987, revised February 22, 1989, certified by J. Robert Pfanner P.E., L.S. No. 9442, of J. Robert Pfanner & Associates P.C., 2 Ferro Court, East Lyme, Connecticut, more particularly bounded and described as follows:

Commencing at a point on the easterly side of Chesterfield Road, Conn Route 161, which point marks the southwesterly corner of land now or formerly of Fraser and running thence the following courses and distances:

S 10° 01' 07" E, 753.68 feet  
S 10° 17' 39" E, 417.73 feet  
N 80° 33' 15" E, 268.61 feet  
S 11° 20' 34" E, 271.22 feet  
S 80° 33' 15" W, 63.31 feet  
S 06° 21' 04" E, 142.00 feet  
S 86° 02' 45" W, 170.54 feet

thence in an arc having a radius of 11,419.20 feet, a distance of 353.12 feet; thence,

S 15° 52' 02" E, 29.84 feet  
N 55° 31' 38" E, 150.95 feet  
N 83° 00' 04" E, 82.25 feet  
N 83° 42' 35" E, 100.79 feet  
N 84° 58' 37" E, 105.16 feet  
N 72° 28' 08" E, 66.98 feet  
N 01° 44' 54" W, 48.59 feet  
N 20° 07' 01" E, 177.95 feet  
N 01° 33' 54" E, 86.92 feet  
N 27° 00' 17" W, 9.66 feet  
S 87° 19' 39" E, 72.89 feet  
S 87° 19' 39" E, 152.80 feet  
S 88° 07' 55" E, 59.06 feet  
S 84° 13' 53" E, 44.29 feet  
N 75° 40' 07" E, 20.54 feet  
N 05° 51' 03" E, 46.68 feet  
N 01° 31' 02" E, 78.24 feet  
S 90° 00' 00" E, 374.01 feet  
S 05° 09' 44" W, 28.49 feet  
S 04° 16' 02" W, 128.05 feet  
S 04° 30' 15" W, 74.45 feet  
S 00° 51' 41" E, 67.15 feet  
S 07° 14' 43" E, 95.16 feet  
S 04° 52' 23" E, 77.33 feet  
S 05° 23' 53" E, 44.08 feet  
S 07° 11' 17" E, 33.80 feet  
S 08° 52' 27" W, 42.41 feet  
S 02° 56' 12" W, 54.73 feet  
S 26° 50' 04" E, 13.46 feet

S 03° 26' 45" E, 18.88 feet  
S 42° 42' 22" E, 28.42 feet  
S 07° 56' 04" E, 24.87 feet  
S 18° 37' 31" E, 16.68 feet  
N 87° 26' 59" E, 51.56 feet  
S 27° 50' 54" E, 45.48 feet  
S 10° 16' 06" E, 50.17 feet  
S 25° 15' 51" E, 145.99 feet  
N 21° 06' 16" E, 379.10 feet  
N 38° 46' 53" E, 505.12 feet  
N 55° 28' 48" E, 400.68 feet  
N 10° 13' 50" W, 455.36 feet  
S 89° 52' 25" E, 280.00 feet  
S 22° 44' 34" E, 41.17 feet  
N 70° 09' 01" E, 116.94 feet  
N 38° 54' 50" E, 224.94 feet  
S 48° 03' 22" E, 180.30 feet  
N 41° 39' 34" E, 61.29 feet  
S 48° 20' 26" E, 61.03 feet  
N 44° 46' 34" E, 497.93 feet  
N 42° 38' 54" E, 93.88 feet  
N 20° 57' 29" W, 140.60 feet  
N 14° 44' 27" W, 59.78 feet  
N 20° 07' 37" W, 202.33 feet  
N 22° 26' 58" W, 233.92 feet  
N 05° 48' 11" E, 650.28 feet  
N 02° 47' 14" E, 474.47 feet  
N 13° 21' 51" E, 69.66 feet  
N 07° 08' 23" E, 96.95 feet  
N 12° 03' 33" E, 166.37 feet  
N 25° 45' 50" E, 50.48 feet  
N 18° 08' 31" E, 149.88 feet  
N 04° 31' 21" E, 220.00 feet  
N 86° 13' 04" E, 72.30 feet  
N 68° 42' 26" E, 105.66 feet  
N 74° 28' 07" E, 31.58 feet  
N 68° 39' 33" E, 128.40 feet  
N 06° 61' 50" W, 77.46 feet  
N 07° 28' 41" W, 162.56 feet  
N 09° 19' 47" W, 87.92 feet  
N 01° 35' 51" W, 85.38 feet  
N 10° 28' 06" W, 183.43 feet  
N 13° 04' 19" W, 111.14 feet  
N 02° 31' 40" W, 101.53 feet  
N 04° 45' 38" W, 173.45 feet  
N 16° 10' 20" W, 79.59 feet  
N 20° 07' 51" W, 58.48 feet  
N 24° 46' 24" W, 80.44 feet  
N 33° 42' 43" W, 127.60 feet  
N 50° 45' 55" W, 101.62 feet  
N 47° 38' 59" W, 145.17 feet  
N 48° 16' 36" W, 104.48 feet  
N 51° 06' 08" W, 179.04 feet  
N 49° 39' 11" W, 94.27 feet  
N 46° 21' 06" W, 225.07 feet  
N 54° 05' 01" W, 71.49 feet

N 49° 42' 36" W, 71.69 feet  
N 49° 42' 36" W, 272.00 feet  
S 72° 29' 01" W, 385.05 feet  
S 05° 43' 15" E, 497.00 feet  
N 88° 23' 15" W, 260.01 feet  
S 23° 28' 43" W, 1438.18 feet  
N 77° 45' 47" W, 400.00 feet  
S 79° 26' 43" W, 330.86 feet  
S 74° 53' 44" W, 139.79 feet  
S 15° 06' 16" E, 70.00 feet  
S 74° 53' 44" W, 125.00 feet  
N 77° 10' 02" W, 149.41 feet  
N 11° 27' 18" W, 223.18 feet  
S 00° 58' 35" W, 231.79 feet  
S 74° 53' 44" W, 26.02 feet  
S 01° 10' 23" W, 128.67 feet  
S 12° 39' 07" E, 543.13 feet  
S 07° 42' 57" W, 460.15 feet  
S 30° 08' 23" E, 550.40 feet  
S 00° 38' 38" W, 600.00 feet  
N 87° 31' 24" W, 213.50 feet  
N 87° 33' 16" W, 176.81 feet  
N 86° 52' 36" W, 210.48 feet  
N 87° 37' 00" W, 264.27 feet

VOL. 323 PAGE 392

To the point and place of beginning.

Recorded Dec 11, 1991  
at 10:00 AM Matthews  
East Lyme Town Clerk  
att

# **EXHIBIT F**

ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF LEASES

BANK OF BOSTON CONNECTICUT, a Connecticut banking corporation having its principal place of business at 81 West Main Street, Waterbury, Connecticut 06702 (the "Bank"), for consideration paid, hereby assigns to SAGE DEVELOPMENT CORP., a Connecticut corporation having its principal place of business at 81 West Main Street, Waterbury, Connecticut 06702, without recourse and without representations, warranties and/or covenants of any kind all of its right, title and interest in, to and under that certain Open-End Mortgage Deed Securing Commercial Revolving Loan (the "Mortgage") dated May 15, 1989, from Heritage at East Lyme Limited Partnership (the "Borrower") to the Bank and recorded in Volume 283 at Page 419 of the East Lyme Land Records and that certain Assignment of Leases (the "Assignment") dated May 15, 1989 from the Borrower to the Bank and recorded in Volume 283 at Page 437 of the East Lyme Land Records, as said Mortgage and Assignment are subject to and/or modified by that certain Forbearance and Modification Agreement executed among the Bank, the Borrower and others dated as of July 19, 1991.

Signed as of this 23 day of October, 1991.

Signed, sealed and delivered  
in the presence of:

W. Ellen Lippard  
Name:

M. W. D.  
Name:

BANK OF BOSTON CONNECTICUT

By: David B. R.  
David Ray  
Its Vice President

STATE OF CONNECTICUT ) ss. New Haven  
COUNTY OF New Haven )

on this 23 day of October, 1991, before me, the undersigned officer, personally appeared David Ray, the Vice President of BANK OF BOSTON CONNECTICUT, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

A. L. K.

Rec'd for record Oct 24, 1991  
at 10:50 AM AM  
PAUL BULLER  
East Lyme Town Clerk  
HER10050

Commissioner of Superior Court  
Notary Public  
My Commission Expires:

# **EXHIBIT G**

OPEN-END MORTGAGE DEED  
SECURING COMMERCIAL REVOLVING LOAN VOL 283 PAGE 419

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

KNOW YE THAT the undersigned, HERITAGE AT EAST LYME LIMITED PARTNERSHIP, a Connecticut limited partnership, having its principal place of business in the Town of Southbury, County of New Haven, and State of Connecticut, (hereinafter called the "Grantor"), for the consideration of a valuable sum in dollars received to its full satisfaction of BANK OF BOSTON CONNECTICUT, a banking corporation organized and existing under the laws of the State of Connecticut, with an office and principal place of business in the Town of Waterbury, County of New Haven, State of Connecticut, (hereinafter called the "Grantee"), does give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns, that certain piece or parcel of land with the buildings and all other improvements now existing or hereafter erected thereon, located in the Town of East Lyme, County of New London, and State of Connecticut, and more particularly described in Schedule "A" attached hereto and hereby made a part hereof.

Together with all fixtures, equipment, furniture, furnishings and personal property now or at any time hereafter in any way actually or constructively annexed to said buildings and improvements by or on behalf of the owner or in any way used in connection with the use, operation and occupancy of the above described premises, all of which are hereby declared to be or to become fixtures and a part of said realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and subject to the lien of this mortgage. Said fixtures and equipment shall include, without being limited thereto, all furnaces, oil burners, stoves, ovens and other heating and cooking equipment, all sinks, tubs, lavatories and other plumbing equipment, all air conditioning, ventilating and cooling equipment, all refrigerators, disposals and dishwashers, all fans, pumps, motors, generators, transformers, electric wiring, lighting fixtures, switches, switch-boards and other electrical appliances and equipment, all window screens, window shades and fixtures, and all other items in any way attached to or installed in the buildings by or on behalf of the owner thereof and designed for or adapted to the uses for which they are and shall be operated.

TO HAVE AND TO HOLD the herein granted and bargained premises, with the privileges and appurtenances thereof unto it, the Grantee, its successors and assigns forever, to its and their own proper use and behoof. And also the Grantor does for itself, its heirs, successors and assigns, covenant with the Grantee, its successors and assigns, that at and until the

4185d

# **EXHIBIT H**

KNOW ALL MEN BY THESE PRESENTS

THAT it, HERITAGE AT EAST LYME, a general partnership, #1 North Poverty Road, Administration Building, Heritage Village, Southbury, Connecticut 06488, for the consideration of love and affection received to its full satisfaction of HERITAGE AT EAST LYME LIMITED PARTNERSHIP, of #1 North Poverty Road, Administration Building, Heritage Village, Southbury, Connecticut 06488 has remised, released, and forever quit-claimed, and does by these presents, for itself and its successors and assigns, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said Releasee, its successors and assigns forever, all such right and title as it, the said Releasor, has or ought to have in and to the premises described on Schedule A affixed hereto and made a part hereof.

The purpose of this deed is to reflect for the land records that the record title of the premises is in HERITAGE AT EAST LYME LIMITED PARTNERSHIP by virtue of gifts made on June 15, 1987 which were manifested by the expansion of the HERITAGE AT EAST LYME general partnership, dated December 30, 1986, to admit limited partners. The sole purpose of this instrument is to clarify title for the land records.

TO HAVE AND TO HOLD the premises unto it, the said Releasee, and to its successors and assigns forever, to the only use and behoof of the said Releasee, its successors and assigns forever, so that neither it, the said Releasor, nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, HERITAGE AT EAST LYME, a general partnership has caused these presents to be duly executed by Curtis H. Gann, its General Partner, this 23rd day of February, A.D. 1989.

Signed, Sealed and Delivered  
in presence of:

HERITAGE AT EAST LYME

Barbara B. Frisbie  
Barbara B. Frisbie By Curtis H. Gann L.S.  
Heritage at East LYME Its General Partner  
Hicklie H. Gannfield  
STATE OF CONNECTICUT ) ss. Southbury  
COUNTY OF NEW HAVEN )

On this the 23rd day of February, 1989, before me, Barbara Frisbie, the undersigned officer, personally appeared Curtis H. Gann, who acknowledged himself to be the General Partner of HERITAGE AT EAST LYME, a general partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as General Partner.

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

Barbara B. Frisbie  
BARBARA B. FRISBIE  
NOTARY PUBLIC  
BY COMMISSION EXPIRES MARCH 31, 1993 (Title of Officer)

S 22° 44' 34" E, 41.17 feet  
 N 70° 09' 01" E, 116.94 feet  
 N 38° 54' 50" E, 224.94 feet  
 S 48° 03' 22" E, 180.30 feet  
 N 41° 39' 34" E, 61.29 feet  
 S 48° 20' 26" E, 61.03 feet  
 N 44° 46' 34" E, 497.93 feet  
 N 42° 38' 54" E, 93.88 feet  
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 N 14° 44' 27" W, 59.78 feet  
 N 20° 07' 37" W, 202.33 feet  
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 N 11° 27' 18" W, 223.18 feet  
 S 00° 58' 35" W, 231.79 feet  
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 S 01° 10' 23" W, 128.67 feet  
 S 12° 39' 07" E, 543.13 feet  
 S 07° 42' 57" W, 460.19 feet  
 S 30° 08' 23" E, 550.40 feet  
 S 00° 38' 38" W, 600.09 feet  
 N 87° 31' 24" W, 213.50 feet  
 N 87° 33' 16" W, 176.81 feet  
 N 86° 52' 36" W, 210.48 feet  
 N 87° 37' 00" W, 264.27 feet

VOL 279 PAGE 527

Recorded Feb 27 1989  
 at 9:32 A.M. Mary A. McLean  
 East Lyme Town Clerk

Art

To the point and place of beginning.

# **EXHIBIT I**

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That HORACE I CRARY, presently of New Canaan, County of Fairfield and State of Connecticut

for the consideration of ONE MILLION TWO HUNDRED FIFTY THOUSAND (\$1,250,000.00) DOLLARS

received to my full satisfaction of HERITAGE AT EAST LYME,  
A Connecticut Partnership, with offices at Heritage Village, Southbury,  
Connecticut.

do give, grant, bargain, sell and confirm unto the said

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

1375.00 Conveyance Tax Collected + \$6250.00 SCT  
John R. Williams  
Town Clerk of East Lyme

SIXTH PARCEL:

A certain parcel of land situated in said Town of East Lyme, located on the easterly side of Latimer Brook, extending southerly from the southeast corner of land of George Scacciaferro and Barbara Scacciaferro, containing 3.5 acres, more or less, and described as follows:

Beginning at the southeast corner of land of George Scacciaferro and Barbara Scacciaferro and then proceeding northerly along the center line of Latimer Brook, one hundred forty-five (145) feet to a point; thence proceeding south 77° forty-five (145) feet to a point; thence proceeding south 25° East, two hundred fifty (250) feet; more or less, to an iron pin; thence proceeding south 20° 00' West, two hundred ninety-seven (297) feet to a stone bound; thence proceeding south 23° 33' West, two hundred ninety-three (293) feet, to a stone bound; thence proceeding south 23° 5' West, one hundred forty-eight (148) feet, more or less, to the intersection of a stone wall and fence; thence proceeding south 19° 10' West, along said fence, two hundred five (205) feet, more or less, to a stone bound; thence proceeding south 15° 33' West along said fence three hundred two (302) feet to a stone bound, thence proceeding south 3° 27' East three hundred (300) feet, more or less, to the center line of Latimer Brook, the last seven courses being along land now or formerly of William P. Tytla; thence proceeding northerly along the center line of said brook one thousand six hundred five (1605) feet, more or less, to the point of beginning.

Said premises are subject to all matters of record, all matters which a reasonable inspection of the tract or parcel would disclose and any and all provisions of any ordinance, municipal regulation or public or private law and to taxes assessed as of October 1, 1986, which the Grantee assumes and agrees to pay.

Being the same premises as conveyed to Horace I. Crary by deeds recorded in Volume 127, Page 574, Volume 127, Page 578 of the East Lyme Land Records.

SEVENTH PARCEL:

Being all of the land containing one hundred twenty-five and seventy-four hundredths (125.74) acres as shown on two plans or plats entitled "A Plat of Part of the Lands of Adrienne E. Tytla Conn. Route 161 East Lyme, Conn. Sheet 1 of 2 and Sheet

2 of 2 January 1970 Scale 1 in. = 100 Ft. Robert L. Bucher Land Surveyor New London, Conn." which plats are on file in the East Lyme Town Clerk's Office, excepting from said One Hundred Twenty-five and seventy-four hundredths (125.74) acres the three and one-half (3 1/2) acres conveyed in two (2) deeds of even date herewith, one from Adrienne E. Tytla, as Executrix of the Estate of Vladimir P. Tytla, to Horace I. Crary and the other deed from Adrienne E. Tytla to Horace I. Crary, both deeds being to said excepted three and one-half (3 1/2) acres. The land conveyed in said two deeds, together with the land conveyed herein constitute the entire one hundred twenty-five and seventy-four hundredths (125.74) acres shown on said two plans or plats hereinbefore referred to.

Said premises are subject to all matters of record, all matters which a reasonable inspection of the tract would disclose and any and all provisions of any ordinance, municipal regulation or public or private law.

Being the same premises as conveyed to Horace I. Crary by deed recorded in Volume 127, Page 582 of the East Lyme Land Records.

EIGHTH PARCEL:

That tract or parcel of land being in the Town of East Lyme and bounded and described as follows:

Being a certain tract of land containing forty-one (41) acres, more or less, bounded on the north by land of Alice M. Payne et al and land of Hyde and Mary Harmon; on the south by land of Alice M. Payne et al, land of C D M Associates Inc., land of the State of Connecticut and U.S. Route #1; on the west by land of the State of Connecticut and land of Horace I. Crary.

Together with the rights and privileges pertaining to access described in the deed from Frederick A. Beckwith et al to State of Connecticut dated September 27, 1948, recorded in East Lyme Land Records, Book 52, Page 407.

Subject to the zoning regulations of the Town of East Lyme.

Together with all rights, privileges and easements reserved by the Grantor in a certain deed to the State of Connecticut, dated October 15, 1956 and recorded in said Land Records in Book 69, Page 477.

Excepting any conveyances or condemnations as of record appear.

Being the same premises as conveyed to Horace I. Crary by Warranty Deed recorded in Volume 131 at Page 84 of the East Lyme Land Records.

Reference is made to an Easement and Boundary Line Agreement between Horace I. Crary and Paul D. Peterson and Louise J. Peterson dated August, 1984.

Excepting therefrom a certain piece or parcel of land, together with any improvements thereon, shown and designated as Parcel B on a map, to be filed in the office of the East Lyme Town Clerk entitled, "Plan Showing Portion of Land of Leo Lech Cedarbrook Lane East Lyme, Conn. Scale 1" = 50' June 9, 1986", prepared by J. Robert Pfanner & Associates, P.C., which premises are more particularly bounded and described as follows:

Commencing at a point fifty (50) feet easterly from the southwesterly corner of other land of the Releasee, being Lot 66 of "Section 3 Subdivision Plan Hillbrook Farms", along a course of North 86° 55' 09" East; thence continuing North 86° 55' 09" East along the southerly boundary line of said Lot 66, being other land of the Releasee, a distance of 257 feet to a point; thence South 03° 04' 51" East, a distance of 70 feet to a point; thence South 86° 55' 01" West a distance of 125 feet to a point; thence North 65° 08' 37" West a distance of 150 feet, more or less, to the point and place of beginning.

Being the same premises as conveyed to Leon C. Lech by Quit Claim Deed recorded December 29, 1986 in Volume 228 of the East Lyme Land Records.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee heirs, successors and assigns forever, to and their own proper use and behoof.

And also, the said grantor do for heirs, executors and administrators, covenant with the said grantee successors, heirs and assigns, that at and until the ensealing of these presents, well seized of the premises, as a good indefeasible estate in **FEES SIMPLE**; and good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, the said grantor do by these presents bind  
and heirs, executors and administrators forever to  
WARRANT AND DEFEND the above granted and bargained premises to the  
said grantee successors, heirs and assigns, against all claims and de-  
mands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, I have hereunto set my hand  
and seal this 30th day of December in the year of our Lord nineteen  
hundred and eighty-six  
Signed, Sealed and Delivered in presence of

Dana C. Ackley  
DANA C. ACKLEY

John K. Attricks  
JOHN K. ATTRICKS

Horace I. Crary  
HORACE I. CRARY

*Please execute this document in the presence of two witnesses and a Notary Public who should complete the acknowledgment and affix his or her impression seal and the date upon which his or her commission expires. Under the signatures of the witnesses and the Notary, their names should be either printed or typed in. The Notary may serve as one of the two witnesses if you so desire.*

State of Connecticut,  
County of New Haven } SOUTHBURY  
ss. DECEMBER 30 A. D. 1986

*Personally Appeared* HORACE T. GRADY

*Signer and Sealer of the foregoing Instrument, and acknowledged the same to be  
free act and deed before me.*

*Latest address of Grantees.*

*No. and Street*

## City

*State* \_\_\_\_\_ *Zip* \_\_\_\_\_

Dana C. Ackerman  
DANA C. ACKERMAN  
Commissioning Superior Court

*Title of Officer*

RECEIVED FOR RECORD Dec 30, 1910  
AT 1:22 P M. ATTEST F. P. Willard  
Town Clerk

# **EXHIBIT J**

To all People to Whom these Presents shall Come, Greeting:

*Know Ye, That* LEON C. LECH, presently of Old Lyme, Connecticut

for the consideration of ONE MILLION FIFTY THOUSAND (\$1,050,000.00) DOLLARS

received to my full satisfaction of HERITAGE AT EAST LYME,  
A Connecticut Partnership, with offices at Heritage Village, Southbury,  
Connecticut.

do give, grant, bargain, sell and confirm unto the said

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

*\$115.00* Conveyance Tax Collected + *\$5250.00* FCT

*Earl B. Wilkins*

Town Clerk of East Lyme

Three certain pieces or parcels of land situated in the Town of East Lyme, County of New London and State of Connecticut, more particularly bounded and described as follows:

FIRST PARCEL:

Bounded on the South by land now or formerly of Horace Beckwith's heirs; on the East, West and North by land now or formerly of James E. Beckwith.

Reference is made to a Certificate of Devise from the Estate of Alice Payne Cripps recorded in Volume 129, Page 129 of the East Lyme Land Records, ("Second Tract") and a Certificate of Devise from the Estate of Elmer K. Cripps recorded in Volume 188, Page 1075 of the East Lyme Land Records ("Tract No. 2").

SECOND PARCEL:

Beginning at a Black Oak Tree by the fence by land now or formerly of Austin F. Perkins; thence running Northerly by land of said Perkins and others to the Northeast corner of land belonging now or formerly to the heirs of William Caulkins; thence Westerly as the fence now stands on said Caulkins land to a Rock Oak Tree with stones around it to land belonging now or formerly to Ezra Moore; thence Northerly by said Moore's land to a bound by the side of the fence by land now or formerly of Nathan Way; thence Easterly by said Way's land to land now or formerly of J. W. Manwaring; thence Easterly by said Manwaring land to a heap of stones by the side of the ledge; thence Northerly by said Manwaring land to a head of stones by Ezekiel Rock (so-called); thence Easterly by land now or formerly of Mary Manwaring to a head of stones by the road; thence Southeasterly by said road or highway to land belonging now or formerly to the heirs of Samuel Douglas; thence Westerly to the Northwest corner of said Douglas land; thence Southerly by said Douglas land to the Southwest of said Douglas land; thence Easterly by land of said Douglas to land now or formerly of Gurdon and Horace Beckwith near Goat Ledge (so-called); thence Easterly as the fence now stands on said Beckwith land to a head of stones on a rock at the corner of the fence by the brook; thence Westerly, Northerly and Westerly as the fence now stands until it comes to the brow of the ledge; thence by and with the ledge and wall to the

Northeast corner of land now or formerly of Edward R. Warren; thence Westerly by said Warren land to the first mentioned bound or place of beginning.

Reference is made to a Certificate of Devise from the Estate of Alice Payne Cripps recorded in Volume 129, page 129 of the East Lyme Land Records ("Third Tract") and a Certificate of Devise from the Estate of Elmer K. Cripps recorded in Volume 188, Page 1075 of the East Lyme Land Records ("Tract No. 3").

THIRD PARCEL:

Bounded Southerly on land now or formerly of Allen Manwaring, Elisha and Gurdon Beckwith and William Keeney; Westerly by land now or formerly of William Keeney; Northerly by land now or formerly of William Keeney and Mosier Woods; Easterly by the highway leading North from the dwelling now or formerly of Allen Manwaring, known as Butlertown Road.

Reference is made to a Certificate of Devise from the Estate of Alice Payne Cripps recorded in Volume 129, page 129 of the East Lyme Land Records ("Fifth Tract") and a Certificate of Devise from the Estate of Elmer K. Cripps recorded in Volume 188, Page 1075 of the East Lyme Land Records ("Tract No. 4").

Excepting from the above-described parcels any portions thereof which are located in the Town of Waterford, and any conveyances as of record appear.

FOURTH PARCEL:

Bounded on the North by land now or formerly of American Telephone & Telegraph Co., East by land now or formerly of Leolin Whiting; South by the new highway; West by land now or formerly of Frank R. Payne, containing two (2) acres more or less.

Reference is made to Volume 188, Page 1075 of the East Lyme Land Records.

Excepting any conveyances or condemnations as of record appear.

Being the same premises as conveyed to Ronald Stevens, Trustee by deed recorded in Volume 214, Page 305 of the East Lyme Land Records.

VOL 228 PAGE 786

FIFTH PARCEL:

A certain piece or parcel of land, together with any improvements thereon, shown and designated as Parcel A on a map to be filed in the office of the East Lyme Town Clerk entitled, "Plan Showing Portion of Land of Leo Lech Cedarbrook Lane East Lyme, Conn. Scale 1" = 50' June 9, 1986", prepared by J. Robert Pfanner & Associates, P.C., which premises are more particularly bounded and described as follows:

Commencing at the southwesterly corner of Lot 66 of "Section 3 Subdivision Plan Hillbrook Farms"; thence North 13° 00' 00" East along the easterly boundary of land of the Town of East Lyme, as shown on said map, a distance of 231.79 feet to a point; thence South 00° 34' 06" West, along other land now or formerly of Lech, a distance of 223.17 feet to a point in the southerly boundary line of said Lot 66; thence South 86° 55' 09" West a distance of 50 feet to the point and place of beginning.

Together with slope rights along the westerly line of Lot 66 to construct a typical road section within the Town of East Lyme requirements.

Excepting therefrom a certain piece or parcel of land as being more particularly bounded and described as follows:

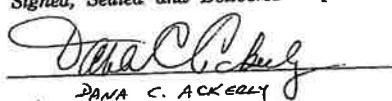
Beginning at an iron pin in the southwest corner of the herein described parcel at the southeast corner of Lot #66 as shown on a plan entitled, Section 3, Subdivision Plan, Hillbrook Farms, Irvingdell Land Company, Owner & Developer, East Lyme, Conn. Scale 1" = 40' Sheet 3 of 3 dated May, 1971 thence running N 2° 49' W, 1,321 feet more or less to a point; thence running S 89° 40' E, 1,350 feet to a point; thence running S 25° 14' 08" W, 1,474.5 feet to a point; thence running N 77° 57' 05" W, 400 feet to an iron pin driven in ledge; thence running S 79° 15' 25" W, 330.86 feet to an iron pin at the point and place of beginning. Said parcel contains thirty (30) acres more or less.

To Have and to Hold the above granted and bargained premises, with the appurte-  
nances thereof, unto the said grantee heirs, suc-  
cessors and assigns forever, to and their own proper use and behoof.

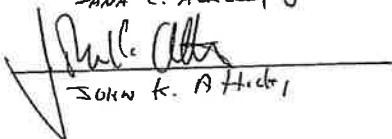
And also, the said grantor do for heirs,  
executors and administrators, covenant with the said grantee  
successors, heirs and assigns, that at and until the sealing of these presents,  
well seized of the premises, as a good indefeasible estate in **FEES SIMPLE**; and  
good right to bargain and sell the same in manner and form as is above written; and  
that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, the said grantor do by these presents bind  
and heirs, executors and administrators forever to  
WARRANT AND DEFEND the above granted and bargained premises to the  
said grantee successors, heirs and assigns, against all claims and de-  
mands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, I have hereunto set my hand  
and seal this 30th day of December in the year of our Lord nineteen  
hundred and eighty-six  
Signed, Sealed and Delivered in presence of

  
DANA C. ACKLEY

  
LEON C. LECH

  
John F. Attell

Please execute this document in the presence of two witnesses and a Notary Public who  
should complete the acknowledgment and affix his or her impression seal and the date upon  
which his or her commission expires. Under the signatures of the witnesses and the Notary,  
their names should be either printed or typed in. The Notary may serve as one of the two wit-  
nesses if you so desire.

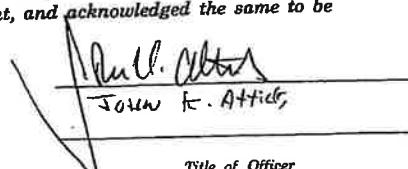
State of Connecticut,  
County of ~~New Haven~~

ss. Southbury

12/30 A. D. 1986

Personally Appeared LEON C. LECH

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be  
free act and deed  
before me.

  
John F. Attell

Latest address of Grantee:

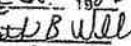
No. and Street 16 Stonewood Dr

Title of Officer

City Old Lyme

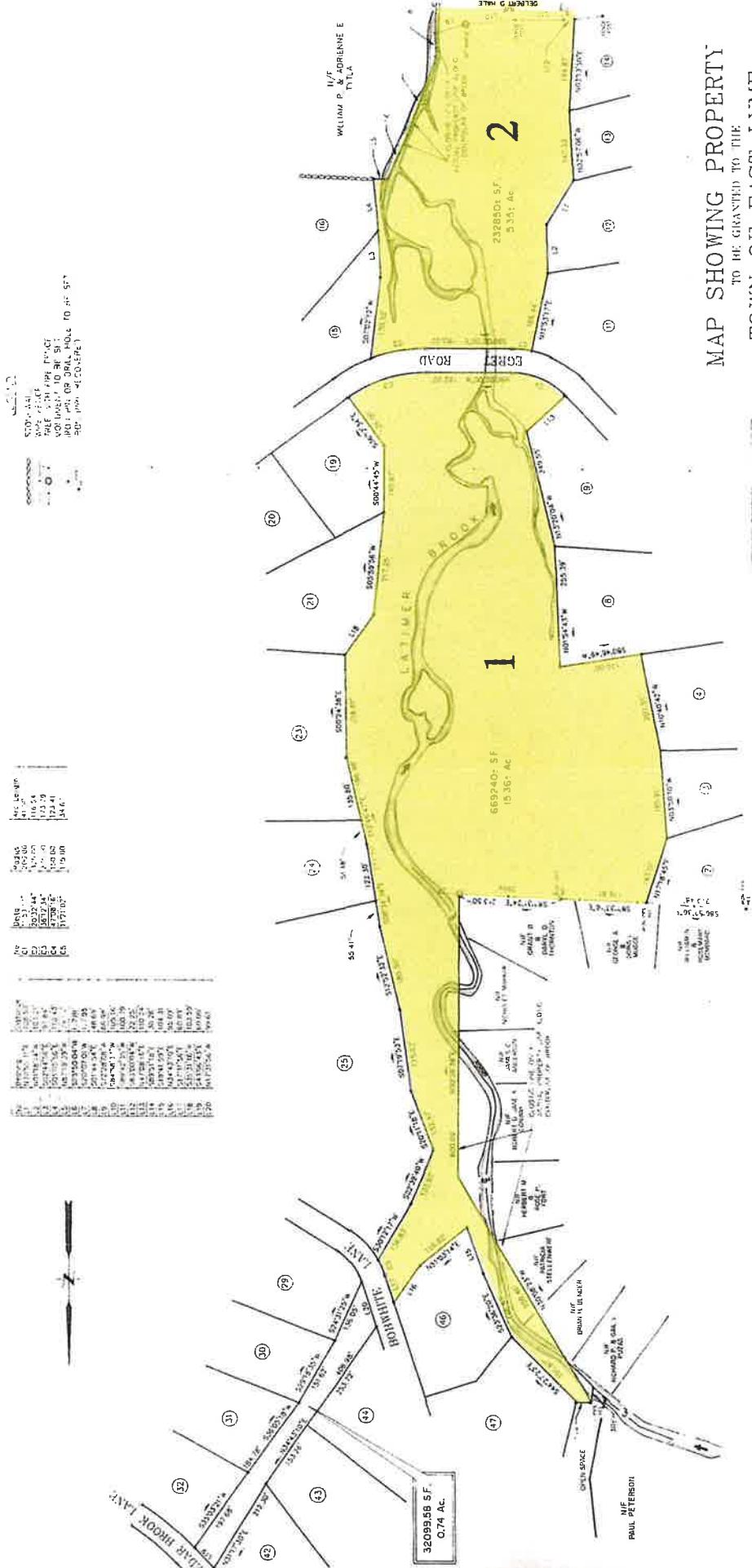
RECEIVED FOR RECORD Dec 30 1986

State CT Zip

AT 1-23P M. ATTESTED   
John F. Attell

Town Clerk

# EXHIBIT K



MAP SHOWING PROPERTY

TO BE GRANTED TO THE  
TOWN OF EAST LYME  
AT THE  
HERITAGE AT EAST LYME  
SUBDIVISION,  
PROPERTY OF  
HERITAGE DEVELOPMENT GROUP,  
SOUTHBURY, CONNECTICUT

DEVELOPMENT, CONNECTICUT

SCALE 1: 1000  
SHEET 19 OF 130  
NOVEMBER 17, 1988

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

REVIEWS

MISSOURI LAW

STANDARDS OF PRACTICE FOR ATTORNEYS OF RECORDS AND NOTARIES  
IN CONNECTICUT 10/18/75 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND  
RECORDS, INC.

VOL. 365 PAGE 185

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 ensealing 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 14<sup>th</sup> day of December, 1993.

Signed, Sealed & Delivered  
in the presence of:

Almeta Kieff  
Almeta Kieff

Joseph Kavanevsky L.S.  
JOSEPH KAVANEWSKY

Richard Randall  
Richard Randall

1/ CONVEYANCE TAXES COMPUTED  
Edward B. Stevens  
TOWN CLERK OF EAST LYME

VOL. 365 PAGE 186

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, 1993

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 186A

Parcel 2

Beginning at monument to be set on the northerly line of Egret Road at the southeasterly corner of Lot 9, thence N 47° 08' 16"E a distance of 110.24' to iron pin to be set, thence N 13°20' 04" W a distance of 249.55' to iron pin to be set at the corner of Lots 8 and 9, thence N 01° 54' 43" W a distance of 255.39' to iron pin to be set at the corner of Lot 8, thence S 80°16'49" 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 128.02' to a point, thence N 34° 43' 10" E a distance of 95.09' to iron pin to be set at the southerly line of Bobwhite Lane, thence along the southerly line of Bobwhite Lane S 17° 31' 56" E a distance of 60.89' to monument to be set thence along a curve having the radius of 175.00' a delta of 11° 21' 02" and a length of 34.67' to iron pin to be set at the corner of Lot 25, thence S 30° 12' 17" W a distance of 136.83' to a point, thence S 22° 39' 40" W a distance of 123.92' to a point, thence S 20° 11' 18" E a distance of 132.47' to a point, thence S 07° 19' 53" E a distance of 175.03' to a point, thence S 12° 52' 32" E a distance of 180.00' to a point the last 5 courses being bounded by Lot 25, thence S 08° 34' 39" E a distance of 177.71' to a point, thence S 12° 45' 47" E a distance of 186.98' to a point, thence S 00° 24' 38" E a distance of 218.51' to iron pin to be set at the corner of Lots 21 and 23, thence S 35° 31' 16" W a distance of 103.59' to a point, thence S 05° 59' 56" W a distance of 217.25' to iron pin to be set at the corner of Lots 19 and 21, thence S 00° 44' 45" W a distance of 140.97' to a point thence S 36° 12' 34" E a distance of 126.00' to a monument to be set on the northerly street line of Egret Road at the southwest-  
erly corner of Lot 19, said last two courses being bounded by Lot 19, thence along northerly line of Egret Road along a curve having a radius of 275.00' a delta of 36° 12' 34" and a length of 173.79' to a monument to be set, thence N 90° 00' 00" W a distance of 182.02' to a monument to be set, thence along a curve having a radius of 150.00' a delta of 47° 08' 16" and a length of 123.41' to monument to be set at the point and place of beginning. Said parcel being 669,240± square feet. Said parcel being the tract of land north of Egret Road on a map entitled map showing property to be granted to the Town of East Lyme at the Heritage at East Lyme Subdivision, property of The Heritage Development Group, Inc., Southbury, CT. Scale 1" = 100' Sheet 19 of 130, November 17, 1980, rev. 11-29-80 by J. Robert Pfanner & Associates, P.C.

Rec'd for record Dec 16 1993  
2-27-94  
FM Pat B Williams  
East Lyme Town Clerk

# **EXHIBIT L**



## CONSERVATION EASEMENT PAGE 169

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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, its successors and assigns forever, the following:

A conservation easement to have all the force and effect for a "conservation easement" as defined by Section 47-42a of the Connecticut General Statutes for the purpose of retention of the hereinafter described land predominantly in its present natural and open condition in perpetuity.

The land subject to this conservation easement consists of those portions of the land located in the Town of East Lyme, County of New London, and State of Connecticut, which is designated as "Conservation Easement Area consisting of an area of 229,556.31 S.F., 5.27 Ac." on a map entitled "BOUNDARY SURVEY & NATURAL & CULTURAL RESOURCES MAP HERITAGE AT EAST LYME RESUBDIVISION PHASE 2 GOLDFINCH TERRACE & EGRET ROAD EAST LYME, CT", prepared by James Bernardo Land Surveying, LLC, and dated October 2, 2009 revised on January 4, 2010, January 10, 2010, February 1, 2010 and October 22, 2010 to be filed in the East Lyme Land Records.

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

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

CONVEYANCE TAXES COLLECTED

*Lesley A. Blair*  
TOWN CLERK OF EAST LYME

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6. There shall be no operation of motorized vehicles, ~~including~~ b PAGE 170  
snowmobiles, dunebuggies and all terrain vehicles, and

7. There shall be no construction, improvement, or upgrading of roads, driveways, parking areas, cartpaths, or footpaths except as necessary to maintain existing footpaths in the current condition or as specifically permitted below.

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

- a) The removal of dead, diseased, or damaged trees or other vegetation when such removal is necessary for reasons of safety, to control the spread of disease, or to control obnoxious plant growth such as cat brier, poison ivy, wild grape, oriental bittersweet, or other invasive species, and when such activities are conducted in a manner which will otherwise not be harmful to the remaining plant life; and
- b) Activities associated with an approved inland wetlands permit, such as, but not limited to, wetland mitigation or enhancement, stormwater management, or stormwater discharges.
- c) Activities or improvements as specifically approved by the Planning Commission and shown on the approved subdivision map.
- d) Access for, and the installation and maintenance of, subsurface sewage disposal systems constructed in accordance with the specifications of the State of Connecticut Department of Environmental Protection and/or the Department of Health.

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

This grant for Conservation Easement is intended to encompass the powers and rights granted pursuant to Sections 47-42a through 47-42c of the Connecticut General statutes as they may be amended from time to time, and the Grantee is hereby granted the right, in a reasonable manner and at reasonable times, to enforce by proceedings of law or in equity the covenants herein above set forth, including, but not limited to, the right to require restoration of the Conservation Easement area substantially to its condition immediately prior to any violation of the restrictions herein contained. The failure of the Grantee to act in any one or more instances to enforce such rights shall not act as a waiver or forfeiture of its rights to take action as may be necessary to insure compliance with the covenants and purposes of this grant; provided, however, nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantors or the owners of the servient tenements for any changes to the Conservation Easement area due to causes beyond the control of the Grantor's or the owners of the servient tenements, such as changes caused by fire, flood, storm, earthquake, insect infestation, wildlife damage, or the unauthorized wrongful acts of third parties.

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In the event that the Grantee becomes aware of an event or circumstance of noncompliance within the terms and conditions herein set forth, the Grantee shall give notice of such event or circumstance of noncompliance by certified mail, return receipt requested, to the owner of the servient tenement of the property involved at his last known address, such notice to contain a request for corrective actions reasonably required to abate such event or circumstance of noncompliance and restore the Conservation Easement area to substantially its previous condition.

Failure by the owner of the servient tenement to whom notice has been given to cause discontinuance or abatement or to undertake such other action as may be reasonably requested by the Grantee within thirty (30) days after receipt of notice shall entitle the Grantee to bring an action at law equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement to require the restoration of the Conservation Easement area to substantially its previous condition, to enjoin such noncompliance by appropriate temporary or permanent injunction and/or to seek to recover damages arising from such noncompliance. Such damages, when and if recovered shall be applied by the Grantee first to any necessary corrective action on the Conservation Easement area, then to other damages incurred by the Grantee and arising from such noncompliance.

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

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

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

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Lesley A Blais  
Lesley A Blais

By   
Stephen F. Harney Its Member

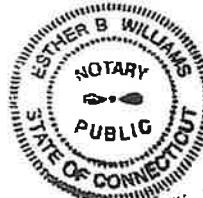
Anna M Johnson  
Anna M Johnson

STATE OF CONNECTICUT )  
 ) SS Niantic  
COUNTY OF NEW LONDON)

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,

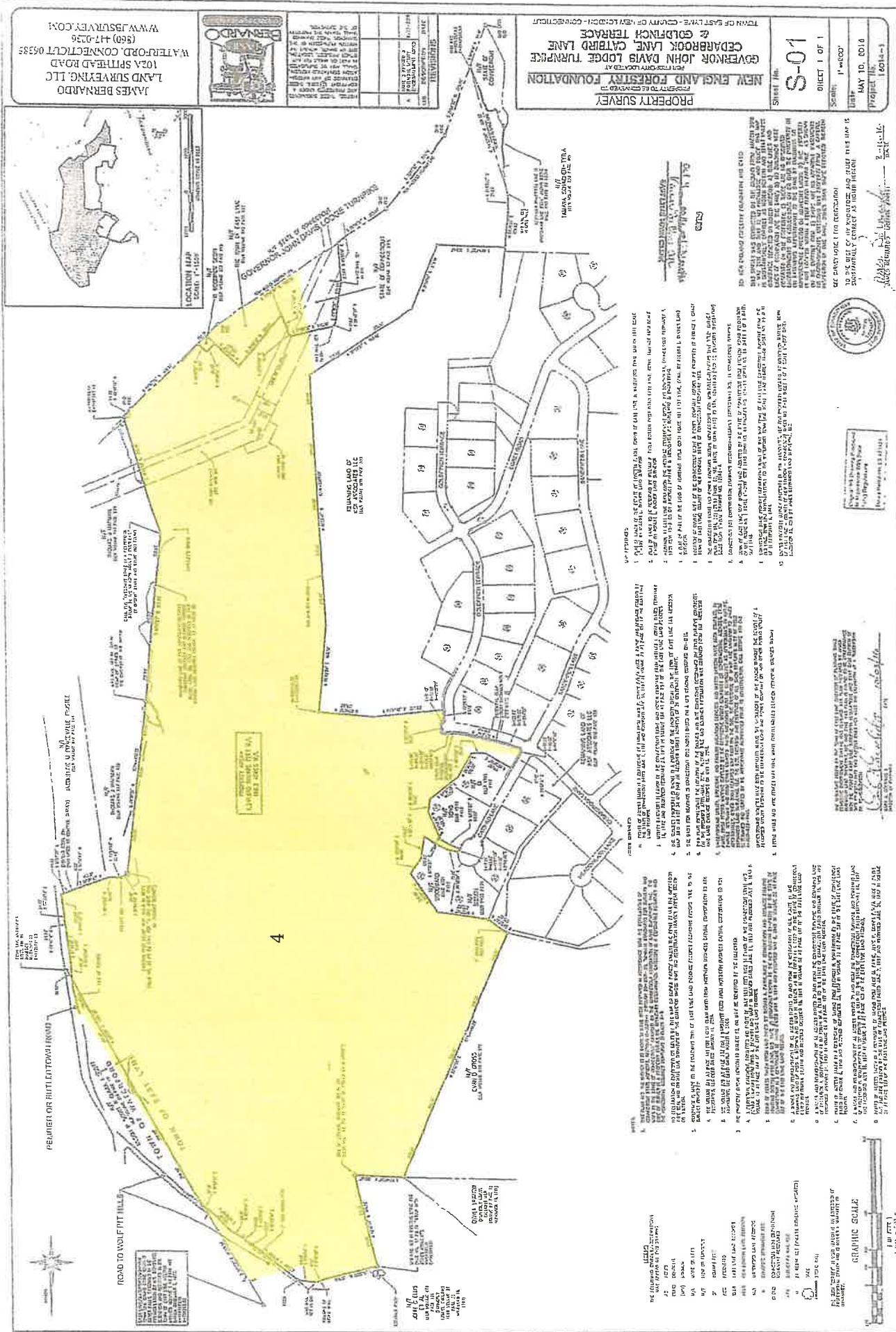
Elie B. Willian  
Commissioner of Superior Court  
Notary Public  
My Commission Expires:



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

Recorded August 14/20 12  
AM  
9:00 PM Lesley A. Blawie  
East Lyme Town Clerk

# EXHIBIT M



**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

**N O CONVEYANCE TAXES COLLECTED**

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

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

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

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

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

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

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

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

3. Within the Conservation Easement Area:

- a. There shall be no construction or maintenance of buildings, camping accommodations, mobile homes, patios, decks, porches, satellite dishes, utility poles, towers, conduits, lines or other structures, above or below ground, other than those structures which are specifically permitted below;
- b. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any change in the topography of the land in any manner, except as specifically permitted below;
- c. There shall be no removal, destruction or cutting of trees or plants, spraying with insecticides, biocides, herbicides, fungicides or other agents or devices inimical to plant, animal or insect life, grazing of domestic or farm animals, or disturbance or change in the natural habitat in any manner, except as specifically permitted below. The use of chemical herbicides, pesticides, fungicides, fertilizers, and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement;
- d. There shall be no dumping of hazardous substances, toxic waste, ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substances or material such as land fill or dredging spoils, except as specifically permitted below;
- e. There shall be no manipulation or alteration of natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;
- f. There shall be no operation of motorized vehicles, including snowmobiles, dune buggies, and all-terrain vehicles (ATVs) except those needed during emergencies and at all other times for forestry, educational, and maintenance activities that are

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

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

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

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

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

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

b. The removal of dead, diseased, or damaged trees or other vegetation when such removal is necessary for reasons of safety, to control the spread of disease, or to control obnoxious plant growth such as catbrier, poison ivy, wild grape, oriental bittersweet, and other common invasive or exotic species, and when such activities are conducted in a manner which will otherwise not be materially harmful to the remaining plant life.

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed, and Delivered

in the presence of:

Frank L. Lowenthal  
Walter C. Bush

"NEFF":

New England Forestry Foundation, Inc.

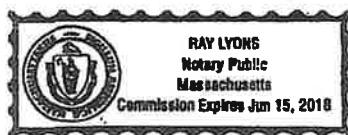
By: Robert L. Bent  
[name]  
Its: Executive Director  
[title]

"TOWN":  
Town of East Lyme  
By: Mark C. Nickerson  
Mark C. Nickerson  
Its First Selectman

COMMONWEALTH OF MASSACHUSETTS      )  
COUNTY OF MIDDLESEX                  ) ss:  
                                        )

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      )  
COUNTY OF NEW LONDON      ) ss: Niantic  
                                )

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.

Tracy M. Clark  
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-Tytl 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 Q1 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 Q1 and land N/F of Tong in part by each N50°37'26" E a distance of 193.04' to a point; thence continuing along land of said Tong the following three(3) courses and distances, N09°24'08"E a distance of 70.00' to a point; thence N24°04'41"W a distance of 160.30' to a rebar; thence N63°29'32"W a distance of 111.05' to a concrete monument;

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

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

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

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

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

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

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

Thence continuing along said land of Scott and land N/F of Jacqueline M. Princevalle 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 Princevalle along a stone wall S80°46'42" W a distance of 8.28' to a point; thence continuing along said land of Princevalle 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 along a stone wall; N48°01'53" W a distance of 175.80' to a rebar; thence S39°16'06" W a distance of 359.13' to a rebar;

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

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

Recorded June 21 2017

AM

1:51 PM Lesley A. Glass  
East Lyme Town Clerk

# **EXHIBIT N**



**WARRANTY DEED**

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

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

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

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

**And Also**, the said Grantor does for its heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, it is well seized of the premises as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

**And Furthermore**, the said Grantor does by these presents binds itself and its heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

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

**CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT**

**NIANTIC RIVER HEADWATERS OSWA 520**

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

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

**WHEREAS**, the preservation of the above-mentioned land will yield a significant public benefit for passive recreation and open space protection;

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

**WHEREAS**, the State of Connecticut established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

**WHEREAS**, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection;

**WHEREAS**, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominantly in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

**WHEREAS**, the Conservation Easement shall be in favor of the State acting through its Commissioner of Energy and Environmental Protection;

**WHEREAS**, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of New England Forestry Foundation, Inc.;

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

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

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

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

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

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

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

1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;

- 2) The right to grant access to the site for research;
- 3) Use of the Premises for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

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

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

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

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

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

6. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Premises except that vegetative waste may be composted, and other waste generated by permitted uses on the Premises may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor and Conservation Grantor covenant and represent that, to the best of their knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Premises, and that there are not now any underground storage tanks located on the Premises.

7. Costs and Taxes. Conservation Grantor acknowledges that the Holder has no possessory rights in the Premises, nor any responsibility or right to control, maintain, or keep up the Premises. Conservation Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights herein. Conservation Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Premises and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Conservation Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, the Holder is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Conservation Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Conservation Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by JP Morgan Chase Bank or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Conservation Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

8. Subdivision Limitation and Subsequent Transfers. The Premises must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Premises may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

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

9. Miscellaneous.

- a) Grantor and Conservation Grantor represent that as of the date of this grant there are no liens or mortgages outstanding against the Premises. The rights of the Holder to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.
- b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Premises in its natural and scenic state.
- d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Conservation Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Premises made after the date of this grant. Holder will use such proceeds for its conservation purposes.

10. Remedies and Enforcement.

- a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Premises in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.
- b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Conservation Grantor hereby waives any defense of laches, prescription, or estoppel.
- c) Conservation Grantor is not responsible for injury to or change in the Premises resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Conservation Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. If a Court (or other decision

maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Conservation Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

- d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Premises except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.
- e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

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

State of Connecticut  
Department of Energy and Environmental Protection  
Office of the Commissioner  
79 Elm Street  
Hartford, CT 06106

or such other address as may be furnished in writing.

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

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

or such other address as may be furnished in writing.

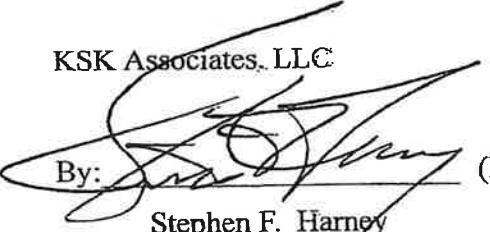
Any notices to Holder or requests for Holder consent, required or contemplated herein, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

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

Signed, sealed and delivered in the  
Presence of:

Nikki Svenseid  
Nikki Svenseid witness

KS<sup>K</sup> Associates, LLC

By: 

(LS)

Stephen F. Harney  
Managing Member

Tammie Hand  
Tammie Hand witness

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK ss: CITY OF SOUTHPOR<sup>E</sup>

On this, the 6<sup>th</sup> 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 KS<sup>K</sup> Associates, LLC and that he executed this instrument for the purposes therein contained and executed this instrument on behalf of KS<sup>K</sup> Associates, LLC.

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

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

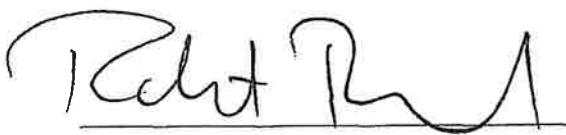


THE NEW ENGLAND FORESTRY FOUNDATION, INC. hereby accepts this deed and covenants that it shall HAVE AND HOLD the above granted and bargained Conservation Easement unto the said Holder and that it will WARRANT AND DEFEND the Premises to the said Holder and its successors and assigns forever, against the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

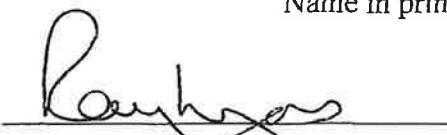
IN WITNESS WHEREOF, the New England Forestry Foundation, Inc. and State of Connecticut hereto have set their hands.

NEW ENGLAND FORESTRY FOUNDATION, INC. WITNESSES

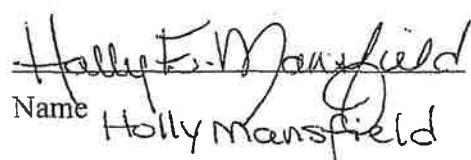
Signature  
Name in print



Robert Perschel, Executive Director  
Duly Authorized



Name Raylynne



Name Holly Mansfield

COMMONWEALTH OF MASSACHUSETTS )

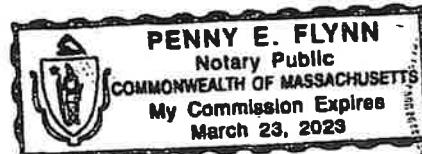
SS. TOWN OF LITTLETON

COUNTY OF MIDDLESEX )

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 16<sup>th</sup> day of August 2019 by Katherine S. Dykes, Commissioner, Department of Energy and Environmental Protection, Pursuant to Connecticut General Statutes Section 7-131d(e).

Katherine S. Dykes

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

WITNESSES

Carmen Colon

Name CARMEN Colon

Beatriz Milne

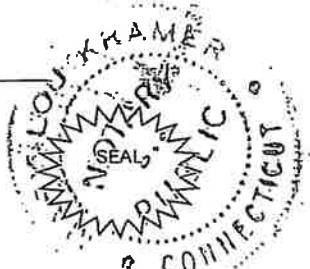
Name Beatriz Milne

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

SS. CITY OF HARTFORD

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

Mary Joanne  
Mary Joanne  
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

Joseph Rubin  
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-Drawn 8 (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](http://www.JBSurvey.com). Said map is on file as map number 100 Deauw in the land records of the East Lyme Town Clerk.
12. A Conservation Easement from KSK Associates LLC to the Town of East Lyme dated August 14, 2012 recorded in Volume 896 at Page 169 of the Est Lyme Land Records.
13. A conservation Easement from KSK Associates to Bonnie L. Speziale Trustee dated August 15, 2014 and recorded I Volume 935 at Page 317 of the East Lyme Land Records. (Said easement consists of 11,104 Sq. Ft.)

VOL: 1016 PG: 772  
INST: 00002078

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

**EXHIBIT B**

*USDA Community Forest and Open Space Conservation Program*

**NOTICE OF GRANT REQUIREMENT**

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

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

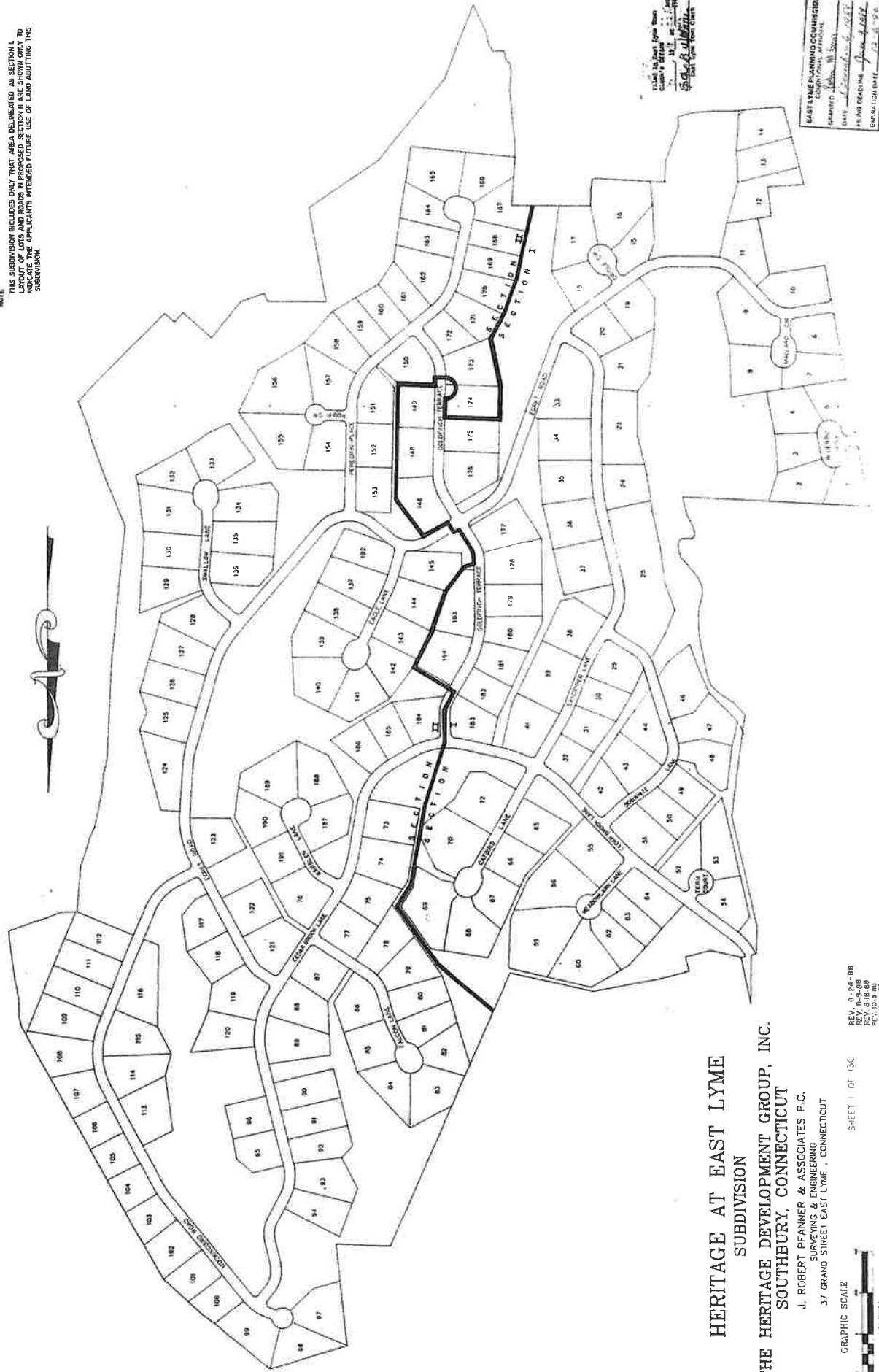
The Grant Agreement with the USDA Forest Service is agreement number 16-DG-11420004-241 and it is kept on file at:

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

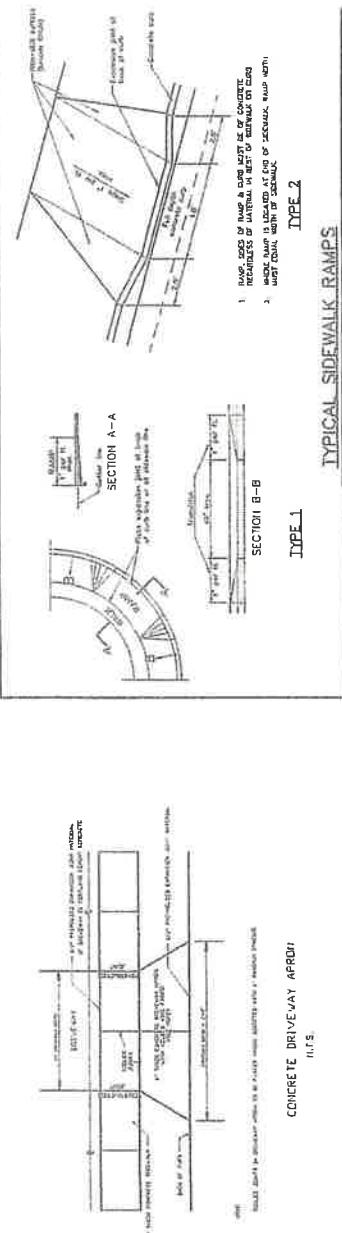
5. The Grant Recipient shall ensure that for all land(s) acquired pursuant to this grant is held in perpetuity by an eligible entity as defined by 36 CFR Part 230 (published 10/20/2011; 76 FR 65121) and that the Community Forest will be (i) managed pursuant to the grant, the Community Forest Plan, and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

# EXHIBIT O

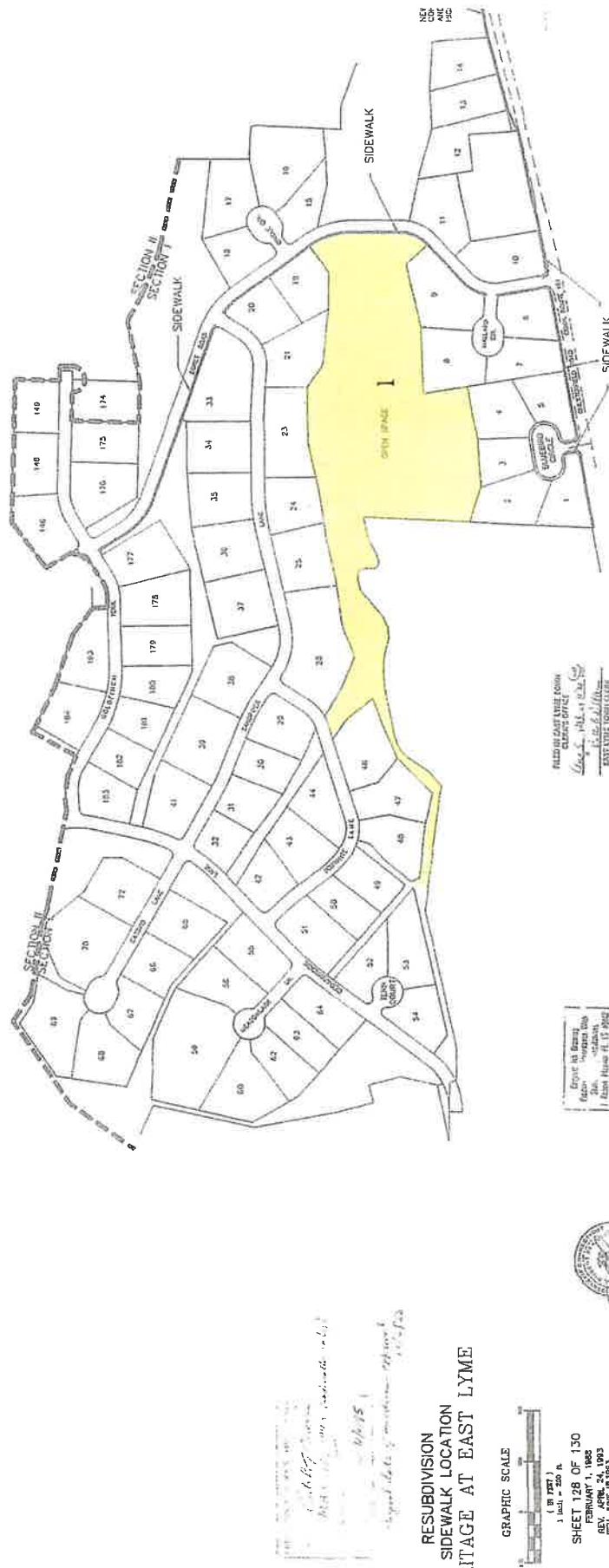
NOTE:  
THIS SUBDIVISION INCLUDES ONLY THAT AREA INDICATED AS SECTION I.  
LOCATION OF LOTS AND ROADS AS PROPOSED SECTION II ARE SHOWN ONLY TO  
INDICATE THE APPLICANT'S INTENDED FUTURE USE OF LAND ADJACENT  
TO THIS SUBDIVISION.



# **EXHIBIT P**

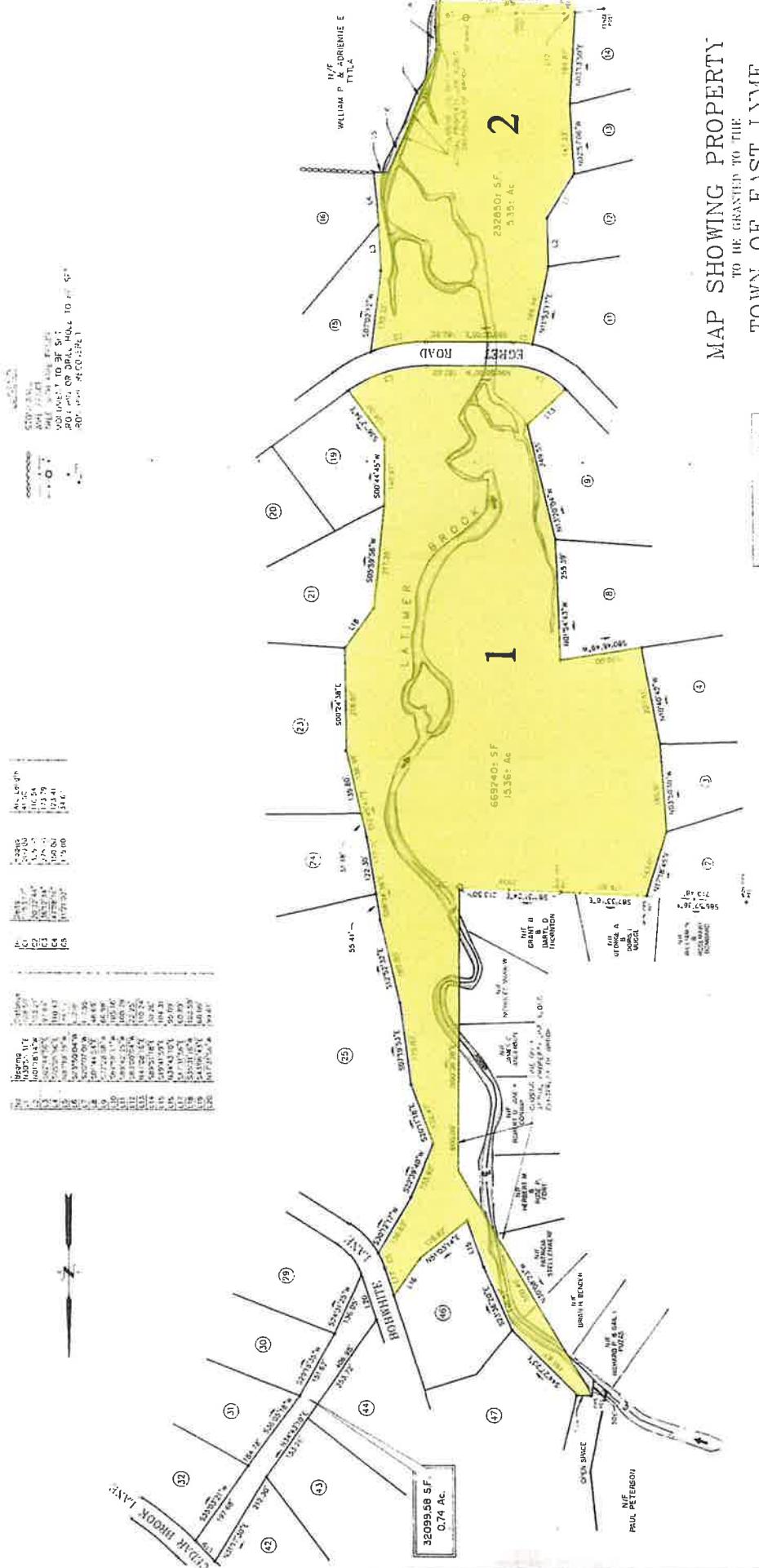


### TYPICAL SIDEWALK RAMPS



**RESUBDIVISION  
SIDEWALK LOCATION  
HERITAGE AT EAST LYME**

# EXHIBIT Q



MAP SHOWING PROPERTY

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

SCALF I 100  
SLUF 49 OF 130  
NOVEMBER 17, 1968

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

四百四

WITH THE STANDARDS OF A CLASS A2 SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADAPTED BY CHARTER NO. 1875 AS MAINTAINED BY THE CONNECTICUT ASSOCIATION OF SURVEYORS, INC.

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# EXHIBIT R



## EAST LYME PLANNING COMMISSION

MEETING OF TUESDAY, FEBRUARY 2, 2010  
East Lyme Town Hall, 108 Pennsylvania Avenue,  
East Lyme, Connecticut  
Upper Meeting Room  
7:00 P.M.

### AMENDED AGENDA

Michael Bowers, Chairman  
George McPherson, Secretary

FILED IN EAST LYME TOWN

CLERK'S OFFICE

January 20 10 at 10:10 AM PM

Ester B Williams

EAST LYME TOWN CLERK

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### I. ADDITIONS TO THE AGENDA

II. **PUBLIC DELEGATIONS** - *Public Delegations is the time when members of the public are invited to speak to the Commission about certain matters. Issues or concerns related to approved subdivisions under construction and in-house proposals or general topics of discussion are open to comment. Items, referrals, or applications subject to a decision by the Commission, a public hearing, or in litigation may not be discussed. The members of the Commission will not directly answer questions or make comment during delegations.*

#### III. APPROVAL OF MINUTES

- A. Minutes of January 5, 2010 Public Hearing I (KSK Associates)
- B. Minutes of January 5, 2010 Regular Meeting

#### IV. PUBLIC HEARINGS

A. **KSK Associates, LLC, Applicant/Owner**, Application for a proposed four-lot resubdivision of 203±-acres of land located on and east of Goldfinch Terrace adjacent to and between Interstate I-95 to the south and Egret Road to the west and the East Lyme / Waterford Town boundary to the northeast, Tax Assessors Map#36, Lot#34 & 41. (Date of Receipt: 11/6/09; Public Hearing Opened November 17, 2009 and continued from January 5, 2009).

#### V. PENDING APPLICATIONS

A. **KSK Associates, LLC, Applicant/Owner**, Application for a proposed four-lot resubdivision of 203±-acres of land located on and east of Goldfinch Terrace adjacent to and between Interstate I-95 to the south and Egret Road to the west and the East Lyme / Waterford Town boundary to the northeast, Tax Assessors Map#36, Lot#34 & 41. (Date of Receipt: 11/6/09; Public Hearing to Open November 17, 2009 and continued from January 5, 2009).

#### VI. CURRENT SUBDIVISION APPROVAL / CONSTRUCTION REPORTS - None

VII. ZONING REFERRALS (CGS 8-3A) - None

VIII. MUNICIPAL IMPROVEMENT REFERRALS (CGS 8-24) - None

IX. OTHER BUSINESS

A. New Business

1. Bylaws
2. Subdivision Regulations and Stormwater Management
3. Planning Commission's Zoning meeting representative - schedule
4. Add planning commission discussion of the proposed agriculture commission to the agenda
5. Appointment - POCD Steering Committee
6. Appointment - Conservation Development by Design (CDD)

B. Old Business

1. Plan of Conservation and Development (POCD)

X. REPORTS

- A. Chairman
- B. Zoning Representative
- C. Regional Planning Commission Representative
- D. Sub-Committees
  1. Conservation Development by Design (CDD)
  2. POCD Steering Committee
- E. Staff/Communications
- F. Ex-Officio

ADJOURNMENT

*Michael Bowers/jf*  
Michael Bowers, Chairman

COMMISSION MEMBERS

Regular Members: Michael Bowers, George McPherson, Francine Schwartz,  
Christopher Sandford, Brian Schuch, Mark Mangelinkx,

Alternates: Greg Jackson, Drew Kenny, Vacancy

Ex-Officio: Jack Hogan - Selectman

FILED IN EAST LYME *a*  
Feb 8, 2010 AT 10:00 M  
L. Blais, OTC  
EAST LYME TOWN CLERK

EAST LYME PLANNING COMMISSION  
PUBLIC HEARING I  
Tuesday, FEBRUARY 2nd, 2010  
MINUTES

The East Lyme Planning Commission held a Public Hearing on the Application of KSK Associates, LLC for a proposed four-lot re-subdivision of 203 acres of land located on and east of Goldfinch Terrace adjacent to and between I-95 to the south and Egret Road to the west and the East Lyme/Waterford Town boundary to the northeast, Assessor's Map 36, Lots 34 & 41 on February 2, 2010 at Town Hall, 108 Pennsylvania Ave., Niantic, CT. Chairman Bowers opened the continued Public Hearing and called it to order at 7:08 PM.

PRESENT: Mike Bowers, Chairman, George McPherson, Secretary, Christopher Sandford, Francine Schwartz, Mike Mangelinkx, Brian Schuch

ALSO PRESENT: Steve Harney, Applicant  
Joan Bengtson, Alternate  
Gary Goeschel, Planning Director  
Jim Liska, Zoning Commission Liaison  
Bill Scheer, Town Engineer  
Mike Giannattasio, Director of Public Works

ABSENT: Greg Jackson, Alternate, Drew Kenny, Alternate

**Pledge of Allegiance**  
The Pledge was observed.

**Public Hearing I**

1. Application of KSK Associates, LLC for a proposed four-lot re-subdivision of 203 acres of land located on and east of Goldfinch Terrace adjacent to and between I-95 to the south and Egret Road to the west and the East Lyme/Waterford Town boundary to the northeast, Assessor's Map 36, Lots 34 & 41.

Mr. Schuch said that he would recuse himself from hearing this application and left the table. Chairman Bowers seated Ms. Bengtson, Alternate at the table for this hearing.

Mr. Goeschel noted that Staff had reviewed a revised set of plans and that he had a complete list of Exhibits for them. (Copy attached at end of Minutes) He said that the applicant was here to present the application and to answer any questions.

Steve Harney, 20 Islanda Court, representing KSK Associates said that they had received a letter and email from Ledge Light indicating septic suitability and also one from Bill Scheer, Town Engineer which notes that the plan exceeds the stormwater requirements.

Bill Scheer, Town Engineer went over his memo to them noting that the plan as presented exceeds the stormwater requirements. He also explained the rain gardens that were to be constructed to catch and treat the required water quality volumes. Deed restrictions would incorporate the rain gardens. If there is any conflict between the septic system and the rain garden, the engineering department would work with Ledge light to indicate how the rain garden and septic system could co-exist.

Mr. Goeschel noted Attorney Block's letter indicating that if they put the rain gardens in the approval (should they decide to approve the application) that having them completed on the properties and making the lot owners responsible for their maintenance would be enforceable. He also said that Ledge Light had issued an email update regarding the lots that they had originally thought that the septic system location and location of the rain garden would be in conflict and that Mr. Scheer has also addressed that issue saying that if they are in conflict that they would work out suitable placement of the rain gardens.

Mr. Harney noted that issue was also something that is normally addressed at the building permit stage and not under this, the plan review stage.

Mr. Goeschel also noted that in the previous subdivision, Heritage, that the open space had been dedicated and that they could not ask for it again here. With regard to the easement that was mentioned, a conservation easement in favor of the Town will be dedicated and he suggested that they could add a seventh modification to address that.

Some discussion took place regarding if they could do a conditional approval or an approval with conditions and it was determined that they have, many times done approvals with conditions that would have to be met and that they could do that here should they choose to approve this application. The letter from Attorney Block indicated that they could enforce the modifications.

Mr. Goeschel indicated that he felt that the applicant has met the necessary requirements.

Mr. Scheer also indicated that he felt that the applicant has met and exceeded the stormwater requirements.

Mr. Bowers asked if there were any other questions from the Commissioners –

Hearing none –

He called for any comments from the public regarding this application –

Hearing none –

Mr. Bowers called for a motion to close this Public Hearing –

**\*\*MOTION (1)**

**Mr. Sandford moved that this Public Hearing be closed.**

**Mr. Mangelinkx seconded the motion.**

**Vote: 6 – 0 – 0. Motion passed.**

Mr. Bowers closed this Public Hearing at 8:22 PM.

Respectfully submitted,

Karen Zmitruk,  
Recording Secretary

Heritage at East Lyme  
KSK Associates LLC  
Exhibit List

Exhibit #	Description	Date
1	Open Space Heritage at East Lyme Subdivision Section 1 Property of The Heritage Development Group Inc, Southbury Connecticut dated November 17, 1988 by J Robert Pfanner & Associates PC, East Lyme, Connecticut	11/17/1988
2	Letter of Review from Nicholas F Bellantoni PhD from UCONN	4/5/2007
3	Letter of evaluation from GEOINSIGHT, INC	6/13/2007
4	Letter of review from Bill Scheer PE LS Town Engineer for the Town of East Lyme RE: Subdivision Goldfinch Terrace & Egret Road dated 1/4/2009	1/4/2009
5	Boundary Survey and Natural and Cultural Resources Map Heritage at East Lyme Resubdivision Phase 2 Goldfinch Terrace & Egret Road East Lyme, Connecticut Applicant/Owner KSK Associates LLC Dated October 2, 2009 by James Bernardo Land Surveying LLC, Waterford, CT	10/2/2009
6	Record Subdivision Plan Heritage at East Lyme Resubdivision Phase 2 Goldfinch Terrace & Egret Road, East Lyme, Connecticut Applicant/Owner KSK Associates, LLC dated October 2, 2009 by James Bernardo Land Surveying LLC, Waterford, CT	10/2/2009
7	Referral letter to Southeastern Connecticut Council of Governments James D Rabbitt sent Certified Mail RE: KSK Associates LLC	11/3/2009
8	Letter of notification of Public Hearing and Notification of Adjacent Property Owners Notice to Applicant/Owner Stephen Harney sent Certified Mail	11/3/2009
9	Referral letter to Robert Nye, Town Clerk for the Town of Waterford sent Certified Mail RE: KSK Associates LLC sent Certified mail	11/5/2009
10	Certificates of Mailing to Property Abutters	11/10/2009
11	Re-Subdivision Application	11/16/2009
12	Letter of review from Southeastern Connecticut Council of Governments Regional Planning Commission James D Rabbitt AICP dated November 16, 2009	11/16/2009
13	Letter of Review from Ledge Light Health District Ryan McCommon dated November 24, 2009	11/24/2009
14	Letter of request for 35 day extension of time to conduct Public Hearing to Planning Commission Chair from Stephen Harney, Applicant/Owner KSK Associates LLC	12/1/2009

2/2/2010

RHI  
Attachment 2/2/2010

Heritage at East Lyme  
KSK Associates LLC  
Exhibit List

Exhibit #	Description	Date
15	Letter of review from Brad Kargl, Municipal Utility Engineer for the Town of East Lyme RE: Heritage at East Lyme Re-Subdivision Phase 2	12/21/2009
16	Boundary Survey and Natural and Cultural Resources Map Heritage at East Lyme Resubdivision Phase 2 Goldfinch Terrace & Egret Road East Lyme, Connecticut Applicant/Owner KSK Associates LLC Dated October 2, 2009 by James Bernardo Land Surveying LLC, Waterford revised to 1/4/2010	1/4/2010
17	Letter of request for 35 day extension of time to conduct Public Hearing to Planning Commission Chair from Stephen Harney, Applicant/Owner KSK Associates LLC	1/5/2010
18	Letter of review from Brad Kargl, Municipal Utility Engineer for the Town of East Lyme RE: Heritage at East Lyme Re-Subdivision Phase 2 dated January 15, 2010	1/15/2010
19	Watershed map Heritage at East Lyme Resubdivision Phase 2 Goldfinch Terrace & Egret Road East Lyme, Connecticut Applicant/Owner KSK Associates, LLC by James Bernardo Land Surveying LLC Waterford, CT dated January 19, 2010	1/19/2010
20	Boundary Survey and Natural and Cultural Resources Map Heritage at East Lyme Resubdivision Phase 2 Goldfinch Terrace & Egret Road East Lyme, Connecticut Applicant/Owner KSK Associates LLC Dated October 2, 2009 by James Bernardo Land Surveying LLC, Waterford revised to 1/21/2010	1/21/2010
21	Storm Drainage Design Report Heritage Subdivision by Jeffrey P Dewey PE Consulting Engineer dated December 8, 2007 Revised January 18, 2010 January 21, 2010	1/21/2010
22	Letter of review from Brad Kargl, Municipal Utility Engineer for the Town of East Lyme, RE: Heritage at East Lyme Re-subdivision Phase 2 dated February 1, 2010	2/1/2010
23	Memorandum to Gary Goeschel, Director of Planning from Mark E Block Esq., RE: Open Space Dedication - Heritage at East Lyme Resubdivision dated February 1, 2010	2/1/2010
24	Letter of review from Ledge Light Health District Ryan McCammon dated February 1, 2010	2/1/2010
25	Email from Ledge Light Health Department Ryan McCammon RE:Clarification of review of Heritage at East Lyme dated February 2, 2010	2/2/2010

26 *Plans entitled Boundary Survey ... Dated oct 2, 09 revised to  
2/2/2010.*  
2/2/2010  
27 *memo from 15.11 Scher date 2-2-2010,*

**EAST LYME PLANNING COMMISSION  
REGULAR MEETING  
Tuesday, FEBRUARY 2nd, 2010  
MINUTES**

**PRESENT:** Mike Bowers, Chairman, George McPherson, Secretary, Christopher Sandford, Francine Schwartz, Mike Mangelinkx, Brian Schuch

**ALSO PRESENT:** Joan Bengtson, Alternate  
Gary Goeschel, Planning Director  
Jim Liska, Zoning Commission Liaison  
Bill Scheer, Town Engineer  
Mike Giannattasio, Director of Public Works

FILED IN EAST LYME TOWN

CLERK'S OFFICE

Feb 5 2010 at 1:40 AM  
PM

*Erin B Williams*

EAST LYME TOWN CLERK

**ABSENT:** Greg Jackson, Alternate, Drew Kenny, Alternate

Chairman Bowers called this Regular Meeting of the Planning Commission to order at 8:25 PM after the previously scheduled Public Hearing.

**Pledge of Allegiance**

The Pledge was previously observed.

**I. Additions to the Agenda**

Mr. Bowers said that Mr. Goeschel had one item to add to the agenda this evening.  
Mr. Goeschel said that he would like to add under Item X. D. #3. Establishment of a subcommittee entitled 'Sustainable Development and Climate Adaptation'.

**\*\*MOTION (1)**

Mr. Sandford moved to add Item #3 under Section X. D. Subcommittees – Establishment of a subcommittee entitled 'Sustainable Development and Climate Adaptation', to the agenda.  
Ms. Schwartz seconded the motion.  
Vote: 6 – 0 – 0. Motion passed.

**II. Public Delegations**

*Public Delegations is the time when members of the public are invited to speak to the Commission about certain matters. Issues or concerns related to approved subdivisions under construction (Item VI) and in-house proposals or general topics of discussion (Item VIII) are open to comment. Items, referrals, or applications subject to a decision by the Commission, a public hearing, or in litigation may not be discussed. The members of the Commission will not directly answer questions or make comment during delegations.*

Mr. Bowers called for Public Delegations.  
There were none.

**III. Approval of Minutes – Public Hearing I Minutes of January 5, 2010  
Regular Meeting Minutes of January 5, 2010**

Mr. Schuch asked that the spelling of his first name be changed to 'Brian'.  
Mr. Bowers called for any discussion or corrections to the Planning Commission Public Hearing I Minutes of January 5, 2010.

**\*\*MOTION (2)**

Ms. Schwartz moved to approve the Planning Commission Public Hearing I Minutes of January 5, 2010 as presented.

Mr. Mangelinkx seconded the motion.

Vote: 4 – 0 – 2. Motion passed.

Abstained: Mr. Schuch, Mr. Sandford

Mr. Bowers called for any discussion or corrections to the Planning Commission Regular Meeting Minutes of January 5, 2010.

**\*\*MOTION (3)**

Mr. Mangelinkx moved to approve the Planning Commission Regular Meeting Minutes of January 5, 2010 as presented.

Mr. McPherson seconded the motion.

Vote: 5 – 0 – 1. Motion passed.

Abstained: Mr. Sandford

**IV. Pending Applications**

1. Application of KSK Associates LLC, applicant/owner for a proposed four-lot re-subdivision of 203 acres of land located on and east of Goldfinch Terrace adjacent to and between Interstate I-95 to the south and Egret Road to the west and the East Lyme/Waterford Town boundary to the northeast. Tax Assessor's Map 36, Lot 34 & 41.

(Mr. Schuch recused himself from discussion on this application and left the table)

Mr. Bowers seated Joan Bengtson, Alternate at the table for discussion on this item. He then called for discussion on the application.

Mr. Sandford said that they had discussed the application a great deal during the Public Hearing and said that he was ready to synopsize their findings and present a motion. He said that upon review of the above referenced subdivision and supporting documentation that they find the application to be in conformance with the Subdivision Regulations of the Town of East Lyme based on the following findings:

**Whereas:** The Commission has received a Subdivision Application from KSK Associates LLC, a.k.a Heritage at East Lyme Re-subdivision Phase 2, for the development of a 4 – Lot Subdivision on 203± acres of a parcel of land shown on the Town of East Lyme's Tax Assessor's Map# 36.0 as Lot(s)# 34 and 41 and located on and east of Goldfinch Terrace adjacent to and between Interstate I-95 to the south and Egret Road to the west and the East Lyme / Waterford Town boundary to the northeast. The applicant KSK Associates, LLC, is also the owner of record. The Commission received this application on November 6, 2009 and commenced a Public Hearing and received testimony on November 17, 2009. Subsequently, the Public Hearing was continued to the Commission's Regular Meeting of December 1, 2009, January 5, 2010 and February 2, 2010. The Public Hearing for said application was closed at the Commission's February 2, 2010 meeting. The Commission has reviewed the application, received testimony from the applicant. Town staff also provided the Commission with comment concerning this applications compliance with local requirements and regulations.

**Whereas:** The parcel of land constituting the property subject to this application is zoned RU-40-Rural Residential. The properties abutting the site are also zoned RU-40 Rural Residential and CA Commercial.

**Whereas:** The proposed re-subdivision is found to meet the requirements of the East Lyme Subdivision Regulations and more specifically, as demonstrated by the following:

**Section 3-4 Plan of Development:** The proposed re-subdivision conforms to the comprehensive Plan of Development for the Town of East Lyme (POCD) as adopted by the East Lyme Planning Commission as the proposed re-subdivision is located within a residential zoning district adjacent to existing lots which, were previously approved as part of a cluster subdivision. The proposed re-subdivision continues follow the pattern of development characteristic of the existing residential cluster development. In addition, the proposed subdivision uses creative subdivision design to reduce the potential impacts on water and soil resources by proposing Low Impact Development

(LID) techniques for the treatment of stormwater and Best Management Practices (BMPs) for soil erosion and sedimentation control.

**Section 5-5 Sanitation Report:** As indicated in Exhibit "24" correspondence dated 2/1/2010 from Ryan McCommon, Senior Sanitarian of the Ledge Light Health District, Lots 1 and 4 are suitable for on-site sewage disposal and Lots 2 and 3 are not suitable. As indicated in e-mail from Ryan McCommon, Senior Sanitarian, Exhibit "25", dated 2/1/2010 Lots 2 and 3 are not suitable as proposed, but could be made suitable by relocating the tank/and or rain garden on Lot 3 and relocating the sewer line and/or rain garden on lot 2. In addition, Exhibit "25" indicates Lots 2 and 3 have sufficient area to meet the separation requirements of the health code, but. As such, the land to be subdivided and subdivision plans are satisfactory for on-site sewage disposal systems provided the plans are modified as indicated in exhibit "24".

**Section 5-6 Water Supply Report:** The East Lyme Water and Sewer Commission has determined there is sufficient water and sewer capacity to serve the proposed 4-lot development as indicated in Exhibit "22", a Memo from Brad Kargl, Municipal Utility Engineer to Gary Goeschel, Director of Planning, Dated 2-1-2010.

**Section 5-7 Stormwater Management Plan:** As indicated in Exhibit "21", Storm Drainage Design Report prepared by Jeffrey P. Dewey, P.E., includes a narrative of the objectives, potential impacts resulting from the proposal or activity, and a description of the practices, techniques, structures and facilities proposed to mitigate such impacts. However, a narrative of the proposed designation of the party responsible for the operation, inspection and maintenance of the stormwater management system shall be provided. (note: According to the applicant, it is understood that the owner(s) of each lot in the subdivision, shall be responsible for the stormwater management system (rain gardens)).

**Section 5-8 Erosion and Sedimentation Controls:** The proposed Soil Erosion and Sedimentation Control Plan as indicated on sheet 5 of 5 of the proposed plan, Exhibit "26", contains proper provisions to adequately control accelerated erosion and sedimentation and reduce the danger from storm water runoff on the proposed site based on the best available technology. As such, The Planning Commission hereby certifies that the Soil Erosion and Sediment Control Plan complies with the requirements and objectives of this Subdivision Regulation.

**Section 5-9 CAM Coastal Site Plan Review Required:** As the site is not located within the coastal boundary of the Town of East Lyme in accordance with Sections 22a-105 through 22a-109 of the Connecticut General Statutes, a CAM Review is not required.

**Section 5-11 Archeological Survey:** The Heritage at East Lyme Phase 2 Re-subdivision is located in the uplands and in an area where topographical and environmental features suggest a low-to-moderate sensitivity for archeological resources however, steep embankments of the area provide for outcroppings of bedrock which may contain prehistoric campsites associated with the shelter provided with the overhang as indicated in Exhibit "2", letter from Nicholas F. Bellantoni, PhD, Connecticut State Archaeologist to Stephen Harney dated April 5, 2007. As such, an archeological survey should be conducted prior to any blasting of these ledges should be proposed.

**Section 6 – 5 Open Spaces:** As the indicated in Exhibit "23", Memo from Mark E. Block, Esq. to Gary Goeschel, Director of Planning, dated 2/1/10, with the original developer having met the open space requirements at the time of the Original Subdivision, and made the dedication of Open Space out of the Original Tract, the Commission can not require an additional dedication from the subject parcel which is a re-subdivision of the Original Tract/Subdivision.

**Section 6 – 6 Requirements Regarding Flooding:** As demonstrated by the Storm Drainage Design Report in Exhibit "21" and in Exhibit " " Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated, 2/1/10, the proposed subdivision is reasonably safe from flooding.

**Section 6 - 9 Streets:** As indicated by Exhibit "26", Proposed Heritage at East Lyme Re-subdivision Phase 2 Plan, date October 2, 2009 revised to February 1, 2010, the area to be subdivided has frontage on, and access from, an existing street that is suitably improved and paved. In addition, no new streets are proposed.

**Section 6- 10 Sidewalks:** As Indicated by Exhibit "26", Proposed Heritage at East Lyme Re-subdivision Phase 2 Plan, date October 2, 2009 revised to February 1, 2010, the proposed subdivision is proposed on an existing cul-de-sac of an abutting subdivision of 10 or more lots in which there are no existing sidewalks along Goldfinch Terrace.

Mr. Sandford then said that based on the above findings that he would make the following Motion:  
**\*\*MOTION (4)**

Mr. Sandford moved to APPROVE (based on the above Findings) the application known as Heritage at East Lyme Re-subdivision Phase 2, KSK Associates, LLC, applicant, proposed 4 – Lot re-subdivision of 203± acres, Tax Assessor's Map# 36.0 as Lot(s) # 34 and 41; specific to plans entitled "Heritage at East Lyme Re-subdivision Phase 2, Goldfinch Terrace & Egret Road, East Lyme, Connecticut, Applicant/Owner KSK Associates, LLC, Prepared by James Bernardo, L.S. of James Bernardo Land Surveying, LLC of Waterford, Connecticut, dated October 2, 2009 revised to February 1, 2010", and further subject to the following administrative requirements and required modifications to the site plan and other materials submitted in support of this application:

1. Modifications of the drainage infrastructure related to stormwater management on Lot 4 (not including rain gardens) may be revised upon review to the satisfaction of the Town Engineer and approval of the Director of Planning and to be constructed or bonded prior to filing of the Mylar on the land record. Said bond shall be determined and agreed upon by the Town Engineer, Town Planner, and the Applicant.
2. Applicable and properly executed legal documents, including warranty deeds for any transfers of title to the party designated to maintain and operate the stormwater management system, shall be submitted with the final subdivision plan to be filed. All such documents shall be acceptable to the Town Attorney and the Commission and shall be filed with the East Lyme Town Clerk simultaneously with the filing of the approved final subdivision maps.
3. As indicated in Exhibit "24" correspondence dated 2/1/2010 from Ryan McCammon, Senior Sanitarian of the Ledge Light Health District, the tank/and or rain garden on Lot 2 shall be relocated and the sewer line and/or rain garden on lot 3 shall be relocated and on said lots to the satisfaction of the Ledge Light Health District and the Town Engineer.
4. As indicated in Exhibit "27", Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated February 2, 2010 a drainage easement over Lot 4 in favor of the Town of East Lyme shall be provided in a form acceptable to the Town of East Lyme and approved by Town Counsel.
5. As indicated in Exhibit "27", Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated February 2, 2010 the following notes shall be added to the subdivision plan:
  - a. Rain gardens shall be constructed to catch and treat the required Water Quality Volumes
  - b. Rain gardens shall be positioned to catch the maximum amount possible from developed portions of the lots.
  - c. Rain gardens shall be maintained in a functional manner.
  - d. Footing drains and roof drains (essentially clean water) should be directed away from the rain gardens whenever possible.
  - e. Rain garden locations on the subdivision plan are schematic only. Final locations of the proposed rain gardens must be consistent with the subdivision approval and State Health Code. The Town Planner will review the proposed building plans to ensure that size and location is consistent with the subdivision approval.
6. A revised copy of the Subdivision Plan incorporating the above modifications signed, sealed and certified by a licensed land surveyor in the State of Connecticut shall be submitted to the Department of Planning, Town Engineer and the Ledge Light Health District.
7. A conservation easement in favor of the Town of East Lyme over a portion of the proposed lot, as depicted in the Heritage Phase I subdivision plan dated December 6, 1990 and filed on the land records, shall be submitted with the final subdivision plan to be filed.

The above items shall be accomplished prior to the filling of the subdivision on the land records, or other documentation of planning approval and no site work shall commence until all applicable conditions are satisfied.

This approval is specific to the subdivision plan submitted as application of KSK Associates, any change in the subdivision plan other than those identified herein shall constitute a new application and the modifications of this approval and any change in the development plan layout other than those identified herein shall constitute a new application.

The owner/applicant shall be bound by the provisions of this Application and Approval.  
Mr. Mangelinkx seconded the motion.

Vote: 6 – 0 – 0. Motion passed.

**Town of East Lyme**

*Planning Commission*  
P.O. Box 519  
Niantic, Connecticut 06357

February 3, 2010

Account #D20604 Planning  
Vendor # 55554

FILED IN EAST LYME  
2/5, 2010 AT 1:20 PM

Advertising Department  
The Day Publishing Co.  
Eugene O'Neill Drive  
New London, CT 06320

*L. Blais, ac*  
EAST LYME TOWN CLERK

**Please publish the following notice on Wednesday February 10, 2010**

**TOWN OF EAST LYME  
PLANNING COMMISSION  
Notice of Decision**

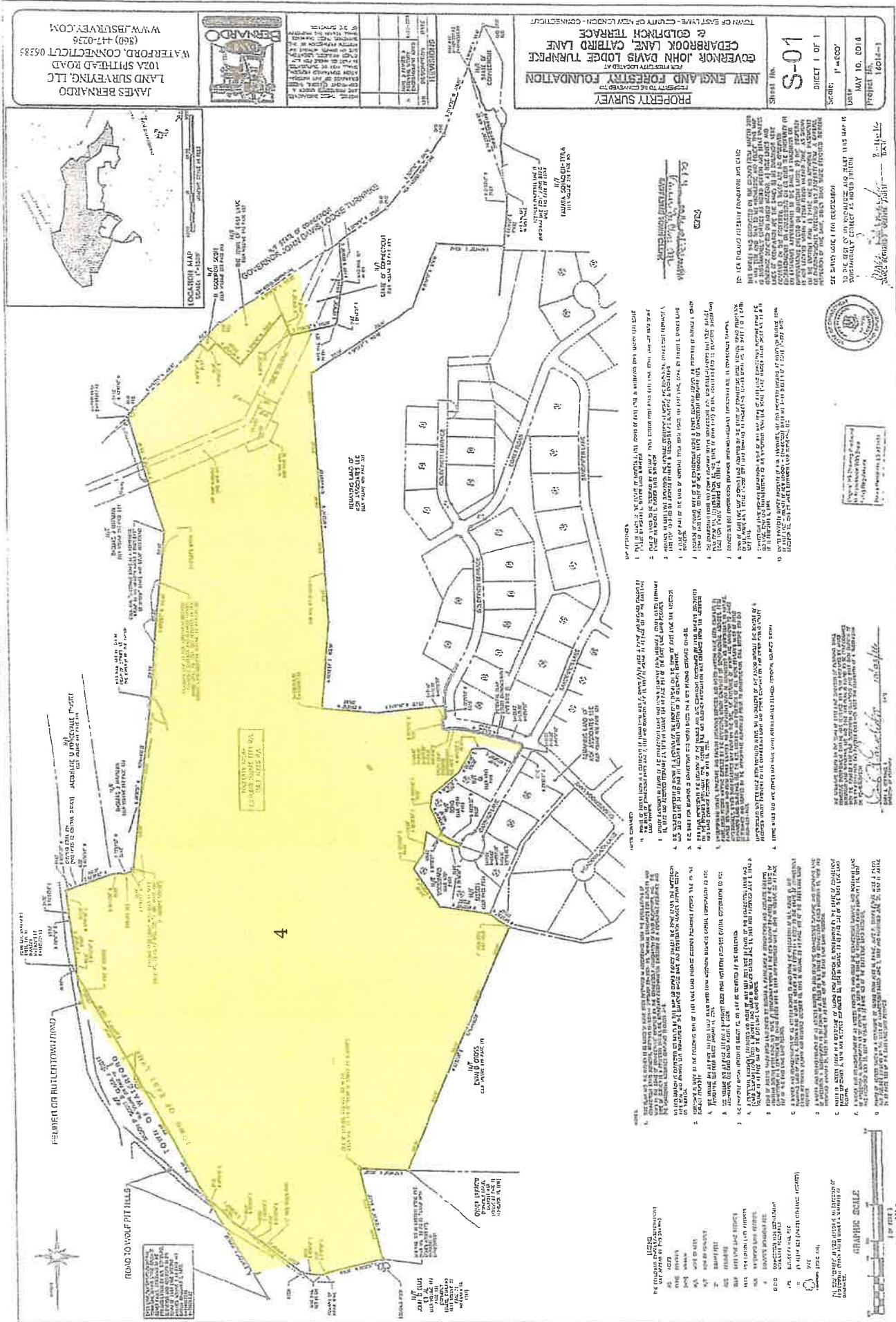
The East Lyme Planning Commission at its Regularly Scheduled Meeting on February 2, 2010, at 7:00 p.m., at the East Lyme Town Hall, 108 Pennsylvania Avenue, Niantic, CT, took the following action:

**APPROVED with MODIFICATIONS: KSK Associates, LLC, Applicant/Owner,**  
Application for a proposed four-lot re-subdivision of 203±-acres of land located on and east of Goldfinch Terrace adjacent to and between Interstate I-95 to the south and Egret Road to the west and the East Lyme / Waterford Town boundary to the northeast, Tax Assessors Map#36 Lot#(s)34 and 41.

A full copy of the approval is available for public inspection at the East Lyme Town Hall in the Land Use Office

*Michael Bowers/jl*  
Michael Bowers, Chairman

# **EXHIBIT S**



# EXHIBIT T



# **EXHIBIT U**

RECEIVED FROM FILER  
12/14/1988 4:12 PM  
TOWN CLERK'S OFFICE  
EAST LYME, CONNECTICUT  
Julie Hollister  
LCSF  
b-64

MINUTES  
EAST LYME PLANNING COMMISSION  
REGULAR MEETING  
December 6, 1988

The East Lyme Planning Commission held a regular meeting on December 6, 1988, at Town Hall, Pennsylvania Avenue, Niantic, Connecticut. The meeting was called to order at 9:31 P. M. by Chairman Barbara Brown, following two public hearings.

Present: Mrs. Brown, Mr. Bonin, Mr. Lutzen, Ms. Johnson, Dr. Reilly, Mrs. Ebersole, Mr. Christensen, Mr. McIntyre, Mr. Battles (Planning Director), Mr. McNamara (Ex officio), Mrs. Elam (Planning Coordinator)

Absent: Mr. Hayden

Delegations: Chairman Brown invited members of the audience to address the Commission at this time. Attorney Granville Morris indicated that he represented Bonnie and Gary Han. He said he was addressing item III.A 6 on the agenda. Basically his clients wished him to voice their opposition to the accepting of the application on this subdivision and the approval of the subdivision entitled, "Rose Cliff Subdivision." He said he would address the issue of the extension of Ancient Highway from its current location to the property of the subject subdivision plan. He said that basically this is a discontinued road and the Commission would be hearing about section 13A55 of the Connecticut General Statutes which the developer will claim allows him to turn an unimproved path into a 50 foot wide road. He said that you will also hear a lot about the Luff case and that the developer will say that the Luff case says he can turn a discontinued unimproved 10-foot wide path into a 50-foot wide right-of-way that is to be brought up to town standards. He said that those two assumptions are incorrect and that is not what the statute or the Luff case stand for. He suggested to the Commission that the application as presently submitted to the Commission was not in conformity with the Regulations particularly with the sections dealing with streets because there will be a street longer than the requirements of the subdivision because there is not the access from this property, Ancient Highway. There were no further public comments.

Chairman Brown turned the chair over to Mr. McNamara for the election of officers.

I. Election of Officers

1. Chairman - Mr. McNamara asked for nominations for chairman of the East Lyme Planning Commission.

MOTION: Mr. Bonin nominated Barbara Brown for Chairman of the East Lyme Planning Commission for 1989. Ms. Johnson seconded the nomination and moved that nominations be closed. This was seconded by Mr. Christensen and so voted unanimously. Barbara

Planning Commission Minutes

December 6, 1988

Brown was elected Chairman of the East Lyme Planning Commission for 1989 by unanimous vote (6-0).

2. Secretary - Mr. McNamara asked for nominations for secretary of the East Lyme Planning Commission.

MOTION: Mr. McIntyre nominated Richard Bonin for Secretary of the East Lyme Planning Commission for 1989. Ms. Johnson seconded the nomination and moved that nominations be closed. This was seconded by Mr. Christensen, and so voted unanimously (6-0). Richard Bonin was elected Secretary of the East Lyme Planning Commission for 1989 by unanimous vote (6-0).

### III. Subdivisions

1. Heritage Development Group, Henry Paparazzo, owner and applicant - Formal application for subdivision (91 lots) entitled, "Heritage at East Lyme, Phase I" located on Chesterfield Road (Assessor's Maps 78, lots 40J, 49; Map 77, lots 1, 2 and 5; Map 73, lot 4A; Map 82, lot 8) - Decision Deadline extended to January 13, 1989 - It was noted that the applicants had previously requested a waiver of section 6-9-1-6 of the Subdivision Regulations pertaining to the 1500 foot maximum uninterrupted length of streets between points of intersection with other through streets. Mr. Battles reported that the applicants had submitted revised plans which conform to the block length requirement except for Egret Road and Goldfinch Terrace between Sandpiper Lane and Cedarbrook Lane. He indicated that this would not be a problem assuming that Section II is approved with an extension of Egret Road to Eagle Lane.

MOTION (1): Mr. Bonin moved that with respect to the application of Heritage Development Group, Henry Paparazzo, owner and applicant, for subdivision entitled, "Heritage at East Lyme, Phase I" located on Chesterfield Road, as shown on plans dated revised to December 1, 1988, prepared by J. Robert Pfanner & Associates, the request for waiver of section 6-9-1-6 of the East Lyme Subdivision Regulations, pertaining to the maximum uninterrupted length of streets between points of intersection with other through streets, be approved in that it meets the requirements of Section 4-14 of the Subdivision Regulations. Seconded by Ms. Johnson. Motion passed by unanimous vote (6-0).

It was noted that the applicants had also requested a waiver of section 6-10-2 pertaining to the sidewalk requirements. Mr. Battles noted that the sidewalks were proposed along the full frontage of the development on Route 161 and on the major roads in the subdivision. Sidewalks were not proposed for the roads ending in a cul-de-sac. The commissioners examined a plan dated revised to 12-1-88, prepared by J. Robert Pfanner & Associates which showed the proposed location of the sidewalks.

Planning Commission Minutes

December 6, 1988

and applicant, for subdivision entitled, "Heritage at East Lyme, Phase I" located on Chesterfield Road as shown on subdivision plans dated revised to 12-1-88, that the East Lyme Planning Commission approve a conditional approval of this subdivision with the following modifications: 1.) that the following be added to Appendix A, Index Sheet: "6. An elevated spherical water storage standpipe with a water surface elevation of approximately 332' Mean Sea Level, together with all appurtenances and connections to the subdivision water mains, such standpipe to be located on land adjacent to this subdivision currently owned by the applicant and to be deeded to the Town of East Lyme. An alternative water storage facility proposed by the subdivider may be substituted for the standpipe described if specifically approved by the East Lyme Water and Sewer Commission. 7. Widening of the paved surface and sightline improvements on Connecticut Route 161. 8. Sidewalks." 2.) That the applicant provide, within 30 days of approval by the East Lyme Water and Sewer Commission of the water storage facility design, a bond estimate for all public improvements in a form and amount acceptable to the Director of Public Works. 3.) That the applicant provide to the Town a bond in the form of an irrevocable letter of credit and in the amount of \$100,000.00 for the purpose of restoration and of stabilizing the site against erosion and sedimentation. The bond shall specify the conditions of non-compliance with conditional approval of this subdivision under which the Town may declare the bond to be in default and the bond shall be in a form acceptable to the Town Attorney. Bond shall be submitted within 90 days from date of subdivision approval. Reason for approval is that the subdivision as modified is in accordance with the East Lyme Subdivision Regulations. Seconded by Mr. Lutzen. Motion passed by unanimous vote (6-0).

2. "Meriva Acres", Webster Scott, owner and applicant, North Bride Brook Road - Formal application for 7-lot subdivision located on North Bride Brook Road (Assessor's Map 70, Lot 5) (Revised plans received for 5 lots) - Decision Deadline extended to December 20, 1988 - A letter was received from Northeast Utilities to Mr. Scott dated December 5, 1988, relative to the relocation of pole #45 on North Bride Brook Road. The letter indicated that the pole could be relocated "in-line" across North Bride Brook Road and that the utility's easement rights allowed it to make this move as long as the route of the line were not changed and it remained overhead. The existing overhead line on the north side of North Bride Brook Road would remain.

Mr. Battles reported that based on recent court case Mr. Scott was asked to provide open space even though this section of the subdivision was less than 10 acres in size. Revised plans have been received showing a proposed area of open space along the

RECEIVED FOR FILED

12/15/1988 A.O.S.R.C.  
TOWN CLERK'S OFFICE  
EAST LYME, CT. 06325

*Julie J. Holloman*  
ASSISTANT TOWN CLERK

TOWN OF EAST LYME  
Planning Commission  
Notice of Decision

Notice is hereby given that on December 6, 1988, the Planning Commission of the Town of East Lyme, took the following action:

1.) Granted conditional approval with modifications of subdivision (76-lots) of property owned by Heritage Development Group, Henry Paparazzo, owner and applicant, entitled, "HERITAGE AT EAST LYME, SECTION I" located on Chesterfield Road. Property is also described as Tax Assessor's Maps 78, lots 40J, 49; Map 77, lots 1, 2, and 5; Map 73, lot 4A; Map 82, lot 8).

2.) Approved with modifications the application of Webster Scott, owner and applicant, for subdivision (5-lots) entitled "MERIVA ACRES" located on North Bride Brook Road. Property is also described as Tax Assessor's Map 70, Lot 5.)

3.) Continued the public hearing until January 10, 1989, at 7:30 P.M. at the East Lyme Town Hall, on the application of Gregory Hutchins for subdivision entitled, "Rolling Hill Estates" owned by Helen Chyinski, located on Grassy Hill Road, creating 18-lots on a 34.8 acre tract of land.

4.) Continued the public hearing until January 10, 1989, at 7:30 P.M., at the East Lyme Town Hall, on the application of Peter Aldridge, General Partner, for subdivision, entitled, "Rolling Hill Estates, Section II" owned by Pond Meadow Partnership, located on Walnut Hill Road and Grassy Hill Road, creating 47-lots on an 86.65 acre tract of land.

Information regarding the above actions is on file in the Planning Department at Town Hall.

Dated at East Lyme, Connecticut, this 15th day of December 1988.

EAST LYME PLANNING COMMISSION  
Richard R. Bonin, Secretary

331

# EXHIBIT V

Planning Commission Minutes of Regular Meeting January 5, 1993

list of these. He said that no one was going to be able to obtain financing for these types of subdivisions. He said they had never offered the lots for sale. Once they post the bond they will be able to get building permits.

Chairman Bonin felt that the Planning Commission with regard to his organization had done everything it could to support him. Not only the paving but also a couple of months ago he came before the Commission and requested that a conditional approval be changed so he could build a model home and the Commission granted this.

Mr. Nazarko agreed that the Commission had been more than fair to them. He said the signs were an accident and should not have been there but the building permit was a problem. If they did not do anything with that subdivision they had one gigantic lot at the end of phase I.

Ms. Davies said that she wished to clarify that they would have a large lot in the event the subdivision was not completed but it would not meet the specifications for the length of the driveway, etc. She understood with regard to the issue of economics that times were hard for developers but the Commission had shown that they were willing to assist them and other firms in town. The Commission's purpose is also to protect the interests of the town. In regards to bonding, a developer has an option to put in the improvements under a conditional approval without posting a bond. She said that the Commission has to be very astute and conscientious about how they deal with bonding. She read an excerpt from Terry Tondro's book entitled "Connecticut Land Use Regulations." Basically when the Commission is reviewing the bonding they must be very concerned with the economics of the town as opposed to the economics of the developer. She said she would look into the procedure for bonding and to see if they were grandfathered relative to the type of bonding allowed.

Mr. Thumm stated that he received the bonding estimate about 2:30 this afternoon and had not had an opportunity to review it. Chairman Bonin asked the staff to investigate whether or not a letter of credit could be accepted based upon the present regulations. This was continued to the next meeting.

13. Heritage at East Lyme, Section I, Heritage Development Group, Chesterfield Rd. Approved 12-6-88 - Conditional approval extended until 12-6-93 (76 lots.)

Mr. Nazarko said he would like to discuss bonding for a portion of this subdivision rather than all the lots. Ms. Davies said that the only way they could do this would be to provide an entirely new subdivision application which would request that the

Planning Commission Minutes of Regular Meeting      January 5, 1993

conditional approval of this subdivision be voided and re-apply for a new subdivision with sections. She said that the present subdivision is on file in the land records and has a certain timeframe for completion.

Mr. Lutzen felt that these questions could have been asked of the staff who were available everyday in the office. Mr. Nazarko said that the Commission had the final judgment and that this was a situation they would have to deal with over and over. He wished to ask if it were possible to post a bond for a portion of the subdivision.

Mr. McIntyre said that they had already started the subdivision and if they had come in originally with it broken down into divisions this could have been approved in that way, however, he has already started. Mr. Locarno agreed that it was all or nothing at all.

Chairman Bonin said that the intent of bonding was to ensure that the town was not left with a problem of finishing roads, drainage, etc. Mr. Lutzen said it sounded like to him that Mr. Nazarko was saying that he might not be able to finish the subdivision so he felt the town could be left with a mess. Mr. Nazarko said that they could not do anything for the next few months but that the improvements would have to be accepted before they could sell lots. He said that this was a situation where you were using your money to build roads and were also being asked to post passbooks for that same purpose. Mr. Thumm noted that he would have the opportunity to request a reduction in the bond monthly or as significant work was completed.

14. Property of Margaret Spring Subdivision, Stones Ranch Road, 3-lots; James and Mary McKay, owners - Approved 3-15-88 - Expiration date of conditional approval 3-15-93. - Nothing further.

15. Glen Lakes, Section I, Chesterfield Road, Meadow Lakes Realty Company, Angus McDonald, Donald Brodeau, Sr., Peter Locarno, Sr., Dennis Marlowe, Donald Snow, Jr., owners and applicant - Assessor's Map, 87, Lot 9) - 17 lots approved 11-13-90 - Bond required before commencement of work. Nothing further.

16. Rolling Hill Estates, Walnut Hill Rd. and Grassy Hill Rd., Pond Meadow Partnership, (Peter Aldridge, Partner) owner and applicant; (Assessor's Map 95, Lots 6B, 8, 10) Conditional 2-year approval granted until 10-2-93 (49 lots) - Bond required by January 5, 1993. - It was noted that the Erosion and Sedimentation Control Bond was required by today and that it had not been received.

Planning Commission Minutes of Regular Meeting

June 1, 1993

show the engineer where the nearest control points were. Mr. Scott said that they had looked for the monuments and were unable to find them. Mr. Thumm responded that if that was the case the State could be asked to reset them.

MOTION (2): Mr. Locarno moved that the Planning Commission approve the application of Woodrow Scott for a resubdivision entitled "Seabreeze Acres" located on West Main Street, Assessor's Map 23, Lot 51, as shown on plans dated April 3, 1993, revised to May 12, 1993, with the following modifications: (1) The plan must be referenced to the Connecticut State Plane Coordinate System unless the applicant can document lack of control. (2) Iron pins must be set at all property corners. (3) A note shall be added to the plan to indicate that the overall Sewer Benefit Assessment will increase when additional dwelling units are created. (4) Revised plans shall be delivered to the Planning Office within 60 days of the date of this approval. Seconded by Dr. Johnson. Motion passed by unanimous vote (5-0).

2. Heritage at East Lyme, Section I, Chesterfield Road - Formal application of Joseph Kavanewsky and Michael Nazarko, applicants; Joseph Kavanewsky, owner, for resubdivision - Waiver of Section 6-10 of the Subdivision Regulations approved to delete sidewalks from certain roads within the internal area of the subdivision. Resubdivision approved with modifications 5-18-93 - Plans to be filed.

3. Property of Robert Brooks, owner and applicant, Holmes Road - Formal application for 3 lots (Assessor's Map 101, Lot 5A and Map 102, Lot 1A) - Approved with Modifications 1/5/93. - Property accepted by Board of Selectmen. Deeds and map to be recorded.

4. Sleepy Hollow Extension, Section I, T.M.K. Associates, George P. Mitchell, et al, owners; George P. Mitchell, applicant; Sleepy Hollow Road and Stone Cliff Drive - (Assessor's Map 63, Lots 1 and 4; Map 67, Lots 6 and 7) - 5 lots - 2-year conditional approval granted until 11-12-93. - Mr. Thumm reported that as built drawings had been received.

5. Sleepy Hollow Extension, Phase II, Sleepy Hollow Road and Stone Cliff Drive; T.M.K. Associates, George Mitchell, Partner, owner and applicant - Assessor's Map 63, Lot 1) - 2 lots - Approved with modifications 10-20-92. - Nothing further.

6. Dean's Ridge, Section IV, East Lyme Associates Limited Partnership, applicant; 22-lots located off Dean Road approved 10-18-88. Improvements Accepted by Board of Selectmen: 11-18-92.

7. Cranberry Brook Estates, Walnut Hill Road, John Bialowans, Jr., applicant; John Bialowans, Jr. and Kathleen Ann Napert, owners - (Assessor's Map 91, Lots 1 and 1A) - 2 year conditional approval granted 7-14-92 for 8 lots. Mr. Thumm

Planning Commission Minutes of Regular Meeting      July 13, 1993

Subdivision plan (front cover sheet) must be filed in the Town Clerk's office.

10. Heritage at East Lyme, Section I, Heritage Development Group, Chesterfield Rd. Approved 12-6-88 - Conditional approval extended until 12-6-93 (76 lots.) - Michael Nazarko was in attendance. He stated that they wished to post a performance bond for the remainder of the improvements. They had submitted their proposal to Mr. Thumm who had been working with his engineer, Mr. Pfanner. He submitted a plan showing sixteen proposed street light locations. Work was ongoing and they were completing more of the improvements every day.

Mr. Thumm stated that Mr. Nazarko had submitted through his engineer, Mr. Pfanner, a bond estimate in the amount of \$110,000.00 without the street lights. Mr. Thumm recommended that \$10,000.00 be added for the street lights with a total bond of \$120,000.00 to be required. This would also include erosion and sedimentation control. He noted that a lot of progress has been made on the subdivision improvements since the Commission's last meeting.

Mr. Nazarko indicated that the Commission presently held an Erosion and Sedimentation Control/Site Restoration bond in the amount of \$100,000.00, and he requested that the Commission release that bond. They planned to use the same account for the performance bond and would add another account of \$20,000.00 for the performance bond. He submitted a letter dated June 24, 1993, requesting release of the Soil and Erosion bond of \$100,000.00, and stated that they wished to use that same passbook account for their final subdivision bond.

MOTION (3): Mr. Waterman moved that the Planning Commission approve the request of Michael Nazarko, Nazarko Properties, Inc., applicant, to change the status of the subdivision from a conditional approval to a final approval with a bond for Heritage at East Lyme Subdivision in the amount of one hundred twenty thousand dollars (\$120,000.00) as recommended by the Town Engineer. The applicant shall post with the Commission a performance bond in the form of a Passbook Savings Account in accordance with Section 8 of the Subdivision Regulations as security to guarantee the completion of all improvements. Bond and a modified plan and 8 copies showing the deletion of Appendix A shall be submitted within 30 days from today's date. Seconded by Mr. Locarno. Motion passed by unanimous vote (4-0).

MOTION (4): Mr. Waterman moved that the Erosion and Sedimentation Control/Site Restoration bond for the Heritage at East Lyme in the amount of \$100,000.00 be released. Seconded by Mr. Locarno. Motion passed by unanimous vote (4-0).

FILED IN EAST LYME TOWN

AGENDA  
EAST LYME PLANNING COMMISSION  
REGULAR MEETING  
September 14, 1993

CLERK'S OFFICE

Sept 19 93 at 2:45 AM  
PM

*Esther B. Bialowans*

FAST LYME TOWN CLERK

7:30 P.M., Town Hall  
Delegations

I. Approval of Minutes: August 3, 1993 Meeting

II. Subdivisions

Under Consideration:

1. Green Meadow Resubdivision, Fairhaven Road - Formal application of Richard J. Mazzella, owner; J. Robert Pfanner, P.E., applicant, for 4 lot resubdivision (Assessor's Map 15, Lots 8-2 and 8-3) - Coastal Site Plan Review Required - Public Hearing to be scheduled.

2. Property of Estate of Martha Bialowans, Walnut Hill Road, Attorney Edward O'Connell, Administrator c.t.a. of the Estate, Applicant, for 3-lot resubdivision (Assessor's Map 92, Lot 15) - Public Hearing to be scheduled.

Subdivisions Approved - Action Required:

2. Heritage at East Lyme, Section I, Heritage Development Group, Chesterfield Rd., applicant - Joseph Kavanewsky, new owner - Approved 12-6-88 - Conditional approval changed to final approval 7-13-93 (Bond Received and Plans filed as required)

3. Sleepy Hollow Extension, Section I, T.M.K. Associates, George P. Mitchell, et al, owners; George P. Mitchell, applicant; Sleepy Hollow Road and Stone Cliff Drive - (Assessor's Map 63, Lots 1 and 4; Map 67, Lots 6 and 7) - 5 lots - Conditional approval changed to final approval with a bond 7-13-93. (Bond received and Plans filed as required.)

4. Sleepy Hollow Extension, Phase II; Sleepy Hollow Road and Stone Cliff Drive; T.M.K. Associates, George Mitchell, Partner, owner and applicant - Assessor's Map 63, Lot 1) - 2 lots - Two-year conditional approval granted with modifications 10-20-92.

5. Dean's Ridge, Section IV, East Lyme Associates Limited Partnership, applicant; 22-lots located off Dean Road approved 10-18-88. Improvements Accepted by Board of Selectmen: 11-18-92.

6. Cranberry Brook Estates, Walnut Hill Road, John Bialowans, Jr., applicant; John Bialowans, Jr. and Kathleen Ann Napert, owners - (Assessor's Map 91, Lots 1 and 1A) - 2 year conditional approval granted 7-14-92 for 8 lots. Conditional approval changed to final approval with a bond 8-3-93. (Bond Received and Plans filed as required.) - Request received for final acceptance of public improvements.

7. Rose Cliff Cluster Subdivision, Poppy Lane and Chris Alan Drive, Laurelwoods Development Corp., owners; Laurelwoods Development Corp., Douglas Cymbala, Project Manager, applicant - (Assessor's Map 74, Lots 21 and 22-1) - 36 lots - Approved with modifications and Conditions on June 2, 1992.

8. Tanglewood Estates, Section II, Boston Post Road, Tanglewood Assoc., owner; - (26 lots) - Conditional approval extended to 6-21-93 - (As-built drawings received.)

Planning Commission Minutes of Regular Meeting December 7, 1993

Commission and the Board of Selectmen adopted a policy of protecting Latimer Brook and the associated wetlands and floodplains. These parcels comprise about 20.5 acres and are in the aquifer protection area. The deeds have been received and reviewed by staff and the Town Attorney who found them to be in proper form.

MOTION (6): Dr. Johnson moved that, consistent with the policy of protecting Latimer Brook and making it accessible for fishing and environmentally sound recreation, a recommendation be forwarded to the Board of Selectmen that the brook front open space area (2 parcels) as shown on sheet 49 of subdivision plans entitled "Heritage at East Lyme, Section I" and described in warranty deeds from Joseph Kavanewsky to the Town of East Lyme, be accepted by the Town. Seconded by Mr. Rebekowski. Motion passed by unanimous vote (6-0).

6. Sleepy Hollow Extension, Phase II, Sleepy Hollow Road and Stone Cliff Drive; T.M.K. Associates, George Mitchell, Partner, owner and applicant - Assessor's Map 63, Lot 1) - 2 lots - Two-year conditional approval granted with modifications 10-20-92.

7. Rose Cliff Cluster Subdivision, Poppy Lane and Chris Alan Drive, Laurelwoods Development Corp., owners; Laurelwoods Development Corp., Douglas Cymbala, Project Mgr., applicant; 36 lots - Approved 6-2-92. - Mr. Thumm reported that the paving of certain areas had been completed before December 1st. Five houses are under construction which they intend to connect to public water. They hope to get the water pressure without having to complete the improvements on the booster pumping station. He did not know if they would be able to get the required 35 psi. They were installing curbing last week and proceeding with the drainage work in the remainder of the subdivision. Ms. Davies reported that they had been working on the drainage improvement in the Ancient Highway area and another access way was completed for the residents to use temporarily until the drainage work is completed.

8. Tanglewood Estates, Section II, Boston Post Road, Tanglewood Assoc., owner; - (26 lots) - Conditional approval extended to 6-21-93 - (As-built drawings received.)

9. Glen Lakes, Section I, Chesterfield Road, Meadow Lakes Realty Company, Angus McDonald, Donald Brodeau, Sr., Peter Locarno, Sr., Dennis Marlowe, Donald Snow, Jr., owners and applicant - Assessor's Map, 87, Lot 9) - 17 lots approved 11-13-90 - Bond required before commencement of work.

10. Grassy Hill Estates, Section II, Grassy Hill and Whistletown Rds., Grassy Hill Assoc. Lim. Partnership, owner and applicant - 7 lots approved 8-2-88

Planning Commission Minutes of Regular Meeting December 7, 1993

between the homeowner and the developer. The person who bought the house claims that he was not aware of the slope rights. The developer has told the town staff that he would take care of this matter. 2. The second situation was the gentleman who came to the last meeting relative to the area in front of his driveway where the pavement and the former cul-de-sac had been removed. He was unhappy that his driveway now terminates on gravel rather than on the road. Mr. Thumm did not see anything particularly dangerous about this and felt there was no safety problem driving over gravel. Ultimately for final acceptance, the developer will have to connect the driveway to the pavement and backfill on either side of the driveway and restore it. 3. The third condition pertained to the area across the street where the other half circle of the cul-de-sac was removed. The house sloped down from the road and there was quite an excavation which must be filled on the West side of Cedarbrook. The Nazarko's have been told more than a month ago to fill this. He felt that action must be taken to get this done.

Mr. Waterman said he looked at it and the pictures taken by staff this morning clearly showed the problems out there. He felt that Mr. Nazarko had had enough time to fill in the roadway which was a dangerous situation. The utility pole sticks out into the road and must be removed. Mr. Thumm noted that the pole had always been there. Mr. Waterman felt that the pole was a big problem. In response to a question, Mr. Thumm indicated that the particular section had a binder course only on it.

Mr. Bonin noted the importance of maintaining control over connections from existing cul-de-sacs to new roads. Ms. Davies said that in discussions with the Town Attorney that if there is work done on the town roads and it creates an unsafe condition, there is a certain liability to the town. Based on inspections by Mr. Thumm it did not appear to present an unsafe condition out there. She felt that for future subdivisions all the interior improvements should be completed prior to the cul-de-sac being torn up.

Mr. Thumm said that the cul-de-sac improvements could not be made at this time since they involved loaming and seeding. He said that the depression would be filled in with gravel and the bill forwarded to Mr. Nazarko if he did not take care of it first.

It was noted that snow removal maintenance bonds have not been received as yet.

Ms. Elam reported that a request had been received by Attorney Genuario on behalf of Mr. Kavanewsky for acceptance of the open space. She explained that many years ago the Planning

Planning Commission Minutes of Regular Meeting December 7, 1993

Milford Partnership, owners, for final approval of the public improvements in the Brookview Subdivision, located on Mayfield Terrace and Chesterfield Road, and that a recommendation be forwarded to the Board of Selectmen that the roads and appurtenances be accepted by the Town. A maintenance bond in the form of a Letter of Credit in the amount of \$16,000.00 shall be submitted by the developers as required by the East Lyme Subdivision Regulations prior to the recommendation being forwarded to the Board of Selectmen. Any existing bond shall be released upon receipt of the maintenance bond.

Seconded by Dr. Johnson. Motion passed by unanimous vote (6-0).

1. Green Meadow Resubdivision, Fairhaven Road - Formal application of Richard J. Mazzella, owner; J. Robert Pfanner, P.E., applicant, for 4 lot resubdivision (Assessor's Map 15, Lots 8-2 and 8-3) - Approved November 16, 1993. - Nothing further.

2. Business Park West Resubdivision, Liberty Way and Freedom Way - Formal application of John Knox, Leonard Suzio, Arthur Mioline, Vincent Bruno, owners; Attorney Vincent Bruno, Authorized Agent for Owners, applicant, for 8-lot resubdivision (Assessor's Map 6, Lots 5-9, 5-10, 5-11, 5-12, 5-13) - Approved November 16, 1993. Bond Required. - Nothing further.

3. Cranberry Brook Estates, Walnut Hill Road, John Bialowans, Jr., applicant; John Bialowans, Jr. and Kathleen Ann Napert, owners - (Assessor's Map 91, Lots 1 and 1A) - 2 year conditional approval granted 7-14-92 for 8 lots. - Revised Plan Submitted; As-built drawings received - Request Received for final acceptance. Deeds required.

4. Sleepy Hollow Extension, Section I, T.M.K. Associates, George P. Mitchell, et al, owners; George P. Mitchell, applicant; Sleepy Hollow Road and Stone Cliff Drive - (Assessor's Map 63, Lots 1 and 4; Map 67, Lots 6 and 7) - 5 lots - Conditional approval changed to final approval with a bond 7-13-93. - Recommendation forwarded to Board Selectmen for final acceptance.

5. Heritage at East Lyme, Section I, Chesterfield Rd., Nazarko Properties Inc., new owner - Approved 12-6-88 - Request received from Mr. Kavanewsky for acceptance of the open space. Recommendation to be forwarded to Board of Selectmen.

Mr. Thumm reported on the existing condition of the cul-de-sac area where the old Cedarbrook Lane connects to the new subdivision. There are three basic situations out there: 1, the driveway to the existing house where slope rights were acquired to build the road. He felt this driveway was a particularly dangerous condition for the homeowner and that some guardrail should be installed along it. He said the road was cut very close to the existing driveway and there had been quite a growth of trees around it. The trees have been removed and the slope has been cut back to the edge of the driveway so that there is a critical need for beam rail. This was not part of the subdivision improvements but was a private property situation

AGENDA  
EAST LYME PLANNING COMMISSION  
REGULAR MEETING  
December 7, 1993

ELECTION OF OFFICERS:

1. Chairman
2. Secretary

Delegations

I. Approval of Minutes:

1. October 19, 1993
2. November 16, 1993

FILED IN EAST LYME TOWN

CLERK'S OFFICE

Dec 2, 1993 at 2:55 AM  
PM

Esther B. Bialowans

EAST LYME TOWN CLERK

II. Subdivisions

Subdivisions Approved - Action Required:

1. Green Meadow Resubdivision, Fairhaven Road - Formal application of Richard J. Mazzella, owner; J. Robert Pfanner, P.E., applicant, for 4 lot resubdivision (Assessor's Map 15, Lots 8-2 and 8-3) - Approved November 16, 1993.

2. Business Park West Resubdivision, Liberty Way and Freedom Way - Formal application of John Knox, Leonard Suzio, Arthur Mioline, Vincent Bruno, owners; Attorney Vincent Bruno, Authorized Agent for Owners, applicant, for 8-lot resubdivision (Assessor's Map 6, Lots 5-9, 5-10, 5-11, 5-12, 5-13) - Approved November 16, 1993. Bond Required.

3. Cranberry Brook Estates, Walnut Hill Road, John Bialowans, Jr., applicant; John Bialowans, Jr. and Kathleen Ann Napert, owners - (Assessor's Map 91, Lots 1 and 1A) - 2 year conditional approval granted 7-14-92 for 8 lots. - Revised Plan Submitted; As-built drawings received - Request Received for final acceptance. Deeds required.

4. Sleepy Hollow Extension, Section I, T.M.K. Associates, George P. Mitchell, et al, owners; George P. Mitchell, applicant; Sleepy Hollow Road and Stone Cliff Drive - (Assessor's Map 63, Lots 1 and 4; Map 67, Lots 6 and 7) - 5 lots - Conditional approval changed to final approval with a bond 7-13-93. - Recommendation forwarded to Board Selectmen for final acceptance.

5. Heritage at East Lyme, Section I, Chesterfield Rd., Nazarko Properties Inc., new owner - Approved 12-6-88 - Request received from Mr. Kavanewsky for acceptance of the open space. Recommendation to be forwarded to Board of Selectmen.

6. Sleepy Hollow Extension, Phase II, Sleepy Hollow Road and Stone Cliff Drive; T.M.K. Associates, George Mitchell, Partner, owner and applicant - Assessor's Map 63, Lot 1) - 2 lots - Two-year conditional approval granted with modifications 10-20-92.

7. Rose Cliff Cluster Subdivision, Poppy Lane and Chris Alan Drive, Laurelwoods Development Corp., owners; Laurelwoods Development Corp., Douglas Cymbala, Project Mgr., applicant; 36 lots - Approved 6-2-92.

8. Tanglewood Estates, Section II, Boston Post Road, Tanglewood Assoc., owner; - (26 lots) - Conditional approval extended to 6-21-93 - (As-built drawings received.)

Filed in East Lyme Town

Clerk's Office

AM  
PM

MINUTES July 20, 1993 AT 11:40  
EAST LYME PLANNING COMMISSION Maya Kluge  
REGULAR MEETING  
July 13, 1993 Act East Lyme Town Clerk

The East Lyme Planning Commission held a regular meeting on July 13, 1993, at Town Hall, 108 Pennsylvania Avenue, Niantic, CT. The meeting was called to order by Acting Chairman Gregory Lutzen at 7:30 P.M. Mr. Waterman and Mr. Locarno were appointed regular voting members.

Present: Mr. Lutzen, Mr. Zoller, Mr. Waterman, Mr. Locarno, Mr. Thumm (Dir. of Public Works), Ms. Davies, Dir. of Planning, and Ms. Elam (Planning Coordinator)

Absent: Mr. Bonin, Dr. Johnson, Mr. Rebelski, Mr. McIntyre, and Mr. Christensen

Delegations - Chairman Lutzen invited members of the audience to address the Commission at this time relative to items on the agenda other than those matters under litigation or subject to public hearing. There were no public delegations.

I. Approval of Minutes:

1. June 15, 1993 Meeting

MOTION (1): Mr. Locarno moved that the minutes of the June 15, 1993 meeting be approved. Seconded by Mr. Waterman. Motion passed by unanimous vote (4-0).

2. June 24, 1993 Special Meeting

MOTION (2): Mr. Locarno moved that the minutes of the June 24, 1993 special meeting be approved. Seconded by Mr. Waterman. Motion passed by 3-0 vote with 1 abstention (Mr. Lutzen abstained in that he was absent from that meeting.)

II. Subdivisions

1. Property of Woodrow Scott, West Main St. - Formal application of Woodrow Scott, owner and applicant, for resubdivision entitled "Seabreeze Acres" (3 lots) - Assessor's Map 23, Lot 51 - Approved with modifications 6-1-93 - Modified plans received and can be filed in the Town Clerk's office by applicant.

2. Heritage at East Lyme, Section I, Chesterfield Road - Formal application of Joseph Kavanewsky and Michael Nazarko, applicants; Joseph Kavanewsky, owner, for resubdivision - Waiver of Section 6-10 of the Subdivision Regulations approved to delete sidewalks from certain roads within the internal area of the subdivision. Resubdivision approved with modifications 5-18-93 - Michael Nazarko was in attendance. Construction drawings for the sidewalks had been submitted as required and a copy will be forwarded to the Planning Dept. Mr. Thumm explained that they submitted a design for the sidewalks which was modified in the field. He did not require re-submittal of the drawings. The

# **EXHIBIT W**

Filed in East Lyme Town

Clerk's Office

Dec 10, 1993 AT 12:30 AM

PM

*Lesley Abbliss*  
Lesley Abbliss  
Clerk East Lyme Town Clerk

TOWN HALL  
7:30 pm  
Rooms 1 & 2

EAST LYME BOARD OF SELECTMEN  
MEETING  
December 15, 1993

AGENDA

1.
  - a. Pledge Allegiance to the Flag
  - b. Additional Agenda & Consent Calendar Items
  - c. Delegations
  - d. Approval of Minutes Meeting of Nov. 17, 1993
  - e. Consent Calendar
2. OLD BUSINESS
  - a. Harbor Management Plan/Ordinance
  - b. Town Building Committee Code Report
3. NEW BUSINESS
  - a. Appointment to Economic Development Commission
  - b. Appointments to Wtfd/E.L. Shellfish Commission
  - c. Discussion of Flanders Fire Dept. Parking Lot
  - d. Minority Representation Request
  - e. Parks & Rec. Playground Equipment Project
  - f. St. Matthias Church Tax Reimbursement Request
  - g. Budget Transfer - Final Telephone System Payment
  - h. Sleepy Hollow Ext. Sub-Div. - Accept Improvements
  - i. Acc. Open Space - Heritage at E.L. - Kavanewsky
  - j. Acc. Improvements - Brookview Sub-Div.-Mayfield & Chester.
  - k. Coves and Embayments Program
  - l. Accept Resignation of P. McDonough - EDC
  - m. Appoint E. Hafner - Cons. Comm. Alt.
4. COMMUNICATIONS
  - a. Northeast Corridor Improvement Project
  - b. Grant Agencies - Progress Report Request
  - c. Ref-Fuel Update (SCRRRA)
  - d. Letter from J. Reynolds - Student at E.L. High
  - e. FY 1994/1995 Budget Planning
  - f. Check Registers
5. INFORMATION AND REPORTS
  - a. Ex-Officio Reports
  - b. First Selectman's Report
6. PUBLIC DISCUSSION
  - a.
7. FUTURE BUSINESS
  - a. E. L. Arts League Lease Agreement

East Lyme Board of Selectmen Minutes 12/15/93 page thirteen  
proper form.

Ms. Elam presented the plans and drawings to the Board.

MOTION (12)

Mr. Sistare moved to accept on behalf of the Town of East Lyme, as recommended by the Planning Commission, the roads, deeds, and appurtenances in the Sleepy Hollow Extension, Section I, Subdivision, as described in the deeds and easements and approved by Town Counsel.

Seconded by Mr. McNamara. Motion passed unanimously.

3i. Accept Open Space - Heritage at East Lyme - Kavenewsky

Ms. Elam noted that this has been ongoing since 1987. The property includes almost 21 acres, which consists of floodplains and wetlands. The Town is trying to protect Latimer Brook, and we have plans to have open space along the brook. The Planning Commission assured plenty of public access, and there is also access up north for fishing, etc. This area is part of our aquifer protection area.

Ms. Elam showed the plans to the Board.

MOTION (13)

Mr. Sistare moved to accept on behalf of the Town of East Lyme, as recommended by the Planning Commission, the two brook front open space parcels as shown on sheet 49 of subdivision plans entitled "Heritage at East Lyme" and described in warranty deeds from Joseph Kavenewsky to the Town of East Lyme.

Seconded by Mr. Rando. Motion passed unanimously.

3j. Accept Improve.- Brookview Sub.-Div. - Mayfield & Chesterfield

Ms. Elam explained that this area has been a problem since the contractor went bankrupt. They have been working with the FDIC on it. One of the concerns was that they were not able to get the school buses into the area. The property has now been purchased and the unfinished work has been completed. The one year bond is completed, and now we know the buses will be going in. Mr. Thumm also wanted the Board to consider a stop sign in the area also.

Mr. Sistare noted that "appurtenances" included signs, drains, etc.

Ms. Elam said they have not lost a bond yet. The developers had to insure the area.

MOTION (14)

Mr. Sistare moved to accept on behalf of the Town of East Lyme, as recommended by the Planning Commission, the roads, deeds, and appurtenances, including a stop sign at the Rt. 161 intersection, in the Brookview Subdivision as described in the deeds and