

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

February 1, 2026

Gary Goeschel
Director of Planning
Town of East Lyme
108 Pennsylvania Avenue
Niantic, CT 06357

Received

FEB 2 2026

**Town of East Lyme
Land Use**

Re: Re-Subdivision of Cedarbrook Lane Assessors Map 36.0 Lot 31-1

Dear Mr. Goeschel,

I write to respond to your memorandum dated January 13, 2025 directed to the East Lyme Inland Wetlands Commission. In reviewing the video of the January 13, 2026 East Lyme Planning Commission ("the Commission") regular meeting I note that you advised the Commission that these comments would need to be amended based upon the new information submitted to the record during and as part of the January 13, 2026 meeting. For purposes of this reply I will respond in the order in which you presented them.

- 1) A revision date of 11/23/2025 has been added to sheet 1 of the re-subdivision plan set which further advises of deletion of the note regarding deferring Open Space dedication. Exhibit A.
- 2) You are correct that the Notes added to the Site Plan revised to November 23, 2025 are in fact notes 5 and 6 and not note 4 as I had indicated in my November 24, 2025 Plan Revision Memorandum.
- 3) With regard to your comments regarding your "develop[ment of] several plans for KSK Associates in support of their application to the Connecticut Department of Energy and Environmental Protection ("DEEP") for an Open Space and Watershed Land Acquisition Grant I would respond that the referenced plans and grant were never approved by the DEEP for the subject property as is evidenced by the following documents in the Town of East Lyme Land Records ("Land Records") which provide the alternative location that was eventually approved and preserved by the DEEP in 2017;
 - a) Warranty Deed from KSK Associates LLC to New England Forestry Foundation recorded at Volume 975 Page 203 of the Land Records on January 6, 2017. Exhibit B.
 - b) Conservation Easement from New England Forestry Foundation to the Town of East Lyme recorded in Volume 982 Page 403 of the Land Records on June 21, 2017. Exhibit C.

Ex "R.R."

c) Conservation and Public Recreation Easement and Agreement from New England Forestry Foundation to the DEEP recorded in Volume 982 Page 397 of the Land Records on June 21, 2017. Exhibit D.

d) A Survey Map recorded in the Land Records at Drawer 6 #796 on October 4, 2016. Exhibit E.

With regard to the revised location of the property preserved by the DEEP and Town of East Lyme Conservation Easements I would note that both documents reference the encumbered property identified on the Survey Map recorded in Drawer 6 #796 which specifically excludes the property subject to the pending re-subdivision application. (See note identifying "Remaining Land of KSK Associates"- highlighted in yellow).

With regard to the claims that the following are found "not to meet the following requirements of the East Lyme subdivision Regulations" I offer the following in rebuttal;

Section 5-4 Sanitation Report-

The referenced Ledge Light correspondence was dated May 23, 2025. Exhibit F. As evidenced by the site plan submitted with the pending re-subdivision application, which is dated July 29, 2025, Exhibit G, each of the stated plan issues were addressed and incorporated into the re-subdivision site plan.

Additionally, Communication between the Mr. May and Ms. Baldwin regarding the septic feasibility revisions was included in the re-subdivisions Design Report. Exhibit H.

Finally, the revised July 29, 2025 site plan does in fact reflect that I did the percolation tests, that the plan "scale" was corrected, and that all other plan issues were addressed. In addition I would note that, as is evidenced by the site plan, Ledge Light Health District provided and witnessed the test hole excavation. Finally, a critical part of the cited Section 5-4 of the East Lyme Subdivision is not addressed that being that a Professional Engineer registered in the State of Connecticut representing the applicant can witness the testing without the local director of health, i.e. Ledge Light Health District, being present. This relevant section states the following *"The East Lyme Health Department must be present to witness the digging and testing or receive satisfactory certification of conduct of testing".* See Exhibit I. The **Connecticut Public Health Code On- site Sewage Disposal Regulations Sec. 19-13-B103e. Procedures and Conditions for the Issuance of Permits and Approvals Section (d) Site Investigation** further clarifies section 5-4 of the East Lyme Subdivision Regulations as follows at P. (1) **The local director of health or a professional engineer registered in the State of Connecticut representing the applicant shall make an investigation of the site proposed for the subsurface sewage disposal system and report the findings and recommendations...**". Exhibit J. It is both misleading and untrue that the East Lyme Subdivision or the Connecticut Public Health Code require the local director of health be present for site testing.

Section 6-2 Lot Design Specifications

With regard to the zoning officers November 10, 2025 comments the record of this matter includes irrefutable evidence that on July 13, 1993 the East Lyme Planning Commission approved a Re-Subdivision for the Heritage at East Lyme Subdivision the Plan for which was recorded in the Land Records at Drawer 5 #322. Given that the Zoning Cluster Subdivision Regulation was eliminated in 1992 this re-subdivision would need to have complied with the conventional subdivision requirements in

order for it to have been approved. Given this new information it is my understanding the zoning officer has rescinded the claims set forth in his November 10, 2025 correspondence.

In addition, as is evidenced by the approved July 13, 1993 re-subdivision plan, the location of Open Space that was never formally dedicated as required by Conn. Gen. Statute §47-5 and was relocated as part of the re-subdivision plan approval. Exhibit K.

Stormwater Exemption

As is set forth in my November 24, 2025 letter regarding the requirements of Subdivision Regulation 6-8-7 to obtain the stated exemption the applicant needs ***“to demonstrate all of the following conditions are met;***

1) The applicant can demonstrate that the water quality of the receiving aquifer, wetland or water course is not adversely affected.

2) The proposed development will not cause or exacerbate downstream flooding.

As forth in the **“FINDINGS”** section of your January 13, 2025 communication the following findings are made;

Section 5-2-2 (E) and 6-8 Stormwater Management plan

“As indicated in Exhibit X, memorandum from Alex Klose, P.E., Town Engineer dated December 11, 2025 the applicant has demonstrated that a portion of the stormwater runoff from the proposed development can be managed on-site through the use of a rain garden. Runoff from the proposed driveway should be directed to sheet flow southerly across the property before entering the roadway. As such, the plans meet the intent of Section 6-8 of the East Lyme Subdivision Regulations, and the proposed site development will not adversely affect the water quality of downstream water features or exacerbate any downstream flooding.”

Section 6-9 Requirements Regarding Flooding:

“As indicated in Exhibit X, memorandum from Alex Klose, P.E., Town Engineer dated December 11, 2025 the applicant has demonstrated that a portion of the stormwater runoff from the proposed development can be managed on-site through the use of a rain garden and the proposed site development will not adversely affect the water quality of downstream water features or exacerbate any downstream flooding. No additional comments were provided from the Town Engineer. As such the proposed plans meet the intent of Section 6-8 of the East Lyme Subdivision Regulations, and the proposed site development will not adversely affect the water quality of downstream water features or exacerbate any downstream flooding”

Having demonstrated each of the two requirements set forth in the East Lyme Subdivision Regulations Section 6-8-7, as demonstrated by our submissions, Mr. Klose’s correspondence and your findings I would respectfully submit my application is entitled to an exemption for certain requirements of section 6-8 of the subdivision regulations in that they are not applicable to or not required due to the size and scope, a single lot, sought by the re-subdivision application.

It should be noted that the requirements of Section 6-8 were otherwise met regarding this pending application's site plan including the grading identified by the Town Engineer as well as the determination of size of the proposed rain garden based upon a water quality volume rainfall event 1.3" WQV rainfall calculation.

In addition it is worth re-stating that the existing Stormwater Management System in the Heritage at East Lyme Subdivision is extremely oversized based on the original 1998 approval and 1993 re-subdivision both required that the section one stormwater management plan required anticipation and construction of the upgradient section 2 capacity that was never built but non the less required construction of improvements in section 1 to accommodate 115 additional lots and over 2.5 miles of road.

Open Space Requirements

I believe the current record of the re-subdivision application, given the January 11, 2026 submissions to the record, accurately reflects the fact that any claim that this property was obligated to be preserved as Open Space is incorrect based upon the July 13, 1993 Conventional Re-Subdivision approval and the Planning Commission's recommendation to the Board of Selectman to accept the Open Space required in an alternative location surrounding Latimer Brook. As the record of this re-subdivision application reflects the Board of Selectman accepted the required Open Space on December 15, 1993 and recorded the deed in the land records for same the following day at Volume 365 Page 185.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Kristen Clarke", written over a horizontal line.

Kristen Clarke P.E., Applicant

EXHIBIT A



GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

LOCATION / COVER SHEET
HERITAGE AT EAST LYME SUBDIVISION
RE-SUBDIVISION OF ASSESSORS MAP 36.0 LOT 31

APPROVED BY THE EAST LYME
PLANNING COMMISSION

CHAIRMAN/SECRETARY _____

APPROVAL DATE _____

FILING DATE _____

EXPIRATION DATE _____

PROPERTY OF
HATHAWAY FARM, LLC
CEDARBROOK LANE
EAST LYME, CT.

SHEET 1 OF 4
DATE: SEPTEMBER 1, 2025

- SHEETS:**
1. COVER & LOCATION
 2. LOT SURVEY
 3. EXISTING CONDITIONS PLAN
 4. SITE PLAN

EROSION AND SEDIMENT CONTROL PLAN
CERTIFIED BY VOTE OF EAST LYME
PLANNING COMMISSION ON

DATE _____ CHAIRMAN/SECRETARY _____

THIS DRAWING IS THE PROPERTY OF THE LAND SURVEYOR. THIS PLAN AND REPRODUCTIONS, ADDITIONS OR DEVISIONS OF THIS PLAN ARE NOT VALID WITHOUT THE EMBOSSED SEAL AND SIGNATURE OF THE LAND SURVEYOR WHO PREPARED THIS PLAN.

[illegible]

*TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT

JOHN PAUL WOODEN
TITLE: LANG SUPERVISOR CT No. 16859
DATE: 02/25/2003 1. 2013



GERWICK - MEREEN L.L.C.
191 BOSTON POST ROAD P.O. BOX 565
EAST LYME, CONNECTICUT 06333
TEL (860)442-2201 FAX. (860)442-2205

EXHIBIT B

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, **NO CONVEYANCE TAXES COLLECTED**

for the consideration of **One and No/100 (\$1.00) Dollar**

Lesley A. Blais
TOWN CLERK OF EAST LYME

received to **its** full satisfaction of **New England Forestry Foundation, Inc., a Massachusetts nonprofit organization, with a place of business in Littleton, MA**

do give, grant, bargain, sell and confirm unto the said **New England Forestry Foundation, a Massachusetts nonprofit organization**

The premises described in Exhibit A attached hereto and made a part hereof.

The conveyed premises herein is subject to a covenant enforceable by the Town of East Lyme that the Grantee shall refrain from selling, transferring or developing such land in a manner inconsistent with its classification as open space land pursuant to Connecticut General Statutes Sec. 12-107e for a period of not less than eight years from the date of transfer. This covenant is placed in this deed pursuant to Conn. General Statutes Sec. 12-504c.

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

And Also, the said Grantor does for its heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, it is well seized of the premises as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as

is above written; and that the same is free from all encumbrances whatsoever, except as
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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.

IN WITNESS WHEREOF, it has hereunto set its hands and seal this 28th day of **December** in the year of our Lord Two Thousand Sixteen.

Signed, sealed and delivered in the
Presence of:

KSK Associates, LLC

Nancy Carrier
Nancy Carrier
Edward Czaczkes
EDWARD CZACZKES

By: [Signature] (LS)
Stephen F. Harney
Managing Member

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

On this, the 28th day of **DECEMBER 2016**, before me, Edward Czaczkes, the undersigned officer, personally appeared **Stephen F. Harney**, known to me to be the person whose name is subscribed to in this instrument and who acknowledged the same to be his free act and deed as the managing member of KSK Associates, LLC and that he executed this instrument for the purposes therein contained and executed this instrument on behalf of KSK Associates, LLC.

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

[Signature]
EDWARD CZACZKES
My Commission Expires on: _____
Commissioner of the Superior Court

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 6/22/16, 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 as Drawer 6 Map No. 796 of the East Lyme Town Clerk's Office to which reference may be had for a more particular description, and which parcel is more particularly bounded and described as follows:

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

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

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

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

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

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

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

Thence along said land of QI and land N/F of Tong in part by each N50°37'26" E a distance of 193.04' to a point; thence continuing along land of said Tong the following three(3) courses and

distances, N09°24'08"E a distance of 70.00' to a point; thence N24°04'41"W a distance of 160.30' to a rebar; thence N63°29'32"W a distance of 111.05' to a concrete monument;

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

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

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

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

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

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

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

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 distance; 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 Jan 6 2017

1:35 ^{AM}
(PM) Lesley A. Blane
East Lyme Town Clerk

EXHIBIT C

DECLARATION OF CONSERVATION EASEMENT AND RESTRICTIONS

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

WITNESSETH

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

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

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

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

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

NO CONVEYANCE TAXES COLLECTED

Lesley A. Blais
TOWN CLERK OF EAST LYME

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

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

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

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

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

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

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

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

3. Within the Conservation Easement Area:

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

b. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any change in the topography of the land in any manner, except as specifically permitted below;

c. There shall be no removal, destruction or cutting of trees or plants, spraying with insecticides, biocides, herbicides, fungicides or other agents or devices inimical to plant, animal or insect life, grazing of domestic or farm animals, or disturbance or change in the natural habitat in any manner, except as specifically permitted below. The use of chemical herbicides, pesticides, fungicides, fertilizers, and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement;

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

e. There shall be no manipulation or alteration of natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity, except as specifically permitted below;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed, and Delivered
in the presence of:

Frank L. Louwstein
Walter C. Bush

Elbert D. Tall
Jimmy M. Cella

"NEFF":

New England Forestry Foundation, Inc.

By: Robert R. Rens [name]
Its: Executive Director [title]

"TOWN":

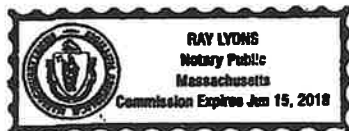
Town of East Lyme

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence continuing along said land of Scott and land N/F of Jacqueline M. 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 intermittent distances of 306.50' to a rebar, 301.00' to a rebar, 300.00' to the noted rebar pin; thence S16°42'53" E a distance of 655.56' to a rebar;

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

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

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

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

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

Recorded June 21 20 17
AM
1:51 PM Lesley A. Blais
East Lyme Town Clerk

EXHIBIT D

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

NEW ENGLAND FORESTRY FOUNDATION, INC. *Lesley A. Blais*
GURLEY BROOK PRESERVE OSWA 445 TOWN CLERK OF EAST LYME

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the New England Forestry Foundation, Inc. a Massachusetts nonprofit corporation having an address at 32 Foster Street, Littleton, Massachusetts 01460 (the "Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of East Lyme, County of New London, State of Connecticut, (the "Protected Property"), as described in Schedule A.

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

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

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

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

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

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

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

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

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

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

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

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

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

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

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

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

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by

Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property, and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

9. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

10. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

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

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

or such other address as may be furnished in writing.

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

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

or such other address as may be furnished in writing.

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

TO HAVE AND TO HOLD the above granted and bargained Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns, does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

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

NEW ENGLAND FORESTRY FOUNDATION, INC.

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

WITNESSES Signature
Name in print

Rory McEach
Name
Rory McEach
Name

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

SS. TOWN OF LITTLETON

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



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



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

STATE OF CONNECTICUT

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

WITNESSES Signature
Name in print

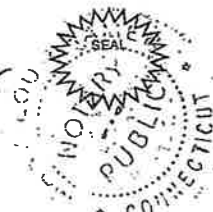
JAMEN COLON
Name
Rosalyn Graywinster
Name

STATE OF CONNECTICUT
COUNTY OF HARTFORD

SS. CITY OF HARTFORD

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

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



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

APPROVED
George Jepsen
Attorney General

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

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

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

*Drawer 6, Map No. 796

Beginning at a Connecticut Highway Department "REC" located along the northerly street line of Governor John Davis Lodge Turnpike at an easterly corner of land N/F of the State of Connecticut and a southerly corner of the herein described property (said point being identified on the referenced map having the 1983 North Atlantic Datum Coordinates of N695257.93, E1149528.98) ;
Thence northerly along said land of the State of Connecticut along an irregular line following a stone wall and face of a stone ledge 750 feet more or less to a mag nail, said mag nail can be located on a course of N 16°33'56"W at a distance of 689.30' from said CHD;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence continuing along said land of Harman the following six (6) courses and distances, along a stone wall N89°41'55" W a distance of 64.62' to a rebar; thence along a stone wall S72°17'23" W a distance of 22.43' to a rebar; thence along a stone wall S57°04'13" W a distance of 36.86' to a tree stump with nails; thence S06°30'56" W a total distance of 932.29' to a mag nail set in a drill hole in a heap of stones, this distance is further marked by intermittent distances of 332.29' to a rebar, 300.00' to a rebar, 300.00' to the noted mag nail; thence S05°17'07" W a total distance of 907.30' to a rebar, this distance is further marked by intermittent distances of 306.50' to a rebar, 301.00' to a rebar, 300.00' to the noted rebar pin; thence S16°42'53" E a distance of 655.56' to a rebar;

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

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

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

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

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

Said property is Subject to:

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

Draw 6

Recorded June 21 20 12
AM
1:50 PM Lesley A. Blair
East Lyme Town Clerk

EXHIBIT E



EXHIBIT F

May 23, 2025

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

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

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

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

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

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

☒ **Parcel B is recommended suitable in its current condition if and when the following plan issues are addressed:**

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

Additional Plan Issues

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



Promoting
healthy
communities

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

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

Sincerely,

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

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

cc: Town of East Lyme

EXHIBIT G


EXHIBIT H

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

Hi Paul,

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

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

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

Katie Baldwin, MPH, RS/REHS

Supervisor, Environmental Health
main phone. 860.448.4882 ext. 1319
direct dial. 860.910.0388
fax. 860.448.4885

Kbaldwin@llhd.org

www.llhd.org

Promoting healthy communities

LLHD

Ledge Light **Health** District

EXHIBIT I

5-3 CONSTRUCTION SEQUENCE REPORT

5-3-1 **Schedule** - A schedule for the expected completion of improvements shall be submitted and noted on the subdivision plan to specifically include the following notes:

- (A) All improvements associated with the construction of the subdivision which involves work as defined in Section 2-2-21 affecting adjacent property for which an easement has been acquired shall be completed within four (4) months of work begun within the easement.
- (B) All work associated with off-site improvements for this subdivision shall be completed within four (4) months of work begun on the off-site improvements associated with the subdivision. Improvements for town owned cul-de-sacs shall be exempted from this section and instead regulated by Section 8-3.
- (C) A site restoration financial guarantee for off-site improvements and improvements on adjacent properties as described in Section 9-2 will be required as part of the approval process. This financial guarantee is separate and distinct from the performance financial guarantee as described in Section 9-1 of these Regulations.

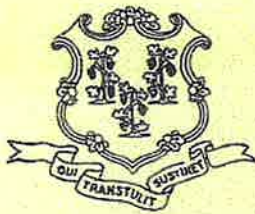
5-3-2 **Extensions** - The Commission may grant an extension of the provisions described in Section 5-3-1 (A) and 5-3-1 (B) for an additional period of four (4) months, if it finds that no adverse impacts on adjoining property owners is evident. No more than three (3) extensions of four (4) months each may be granted, prior to calling the financial guarantee.

5-3-3 **Notes** - This note may be omitted from the record subdivision plan if there is no work to be done on adjacent properties or no required off-site improvements.

5-4 **SANITATION REPORT** - When on-site sewage disposal is to be provided, soil testing for on-site sewage disposal systems shall be conducted in accordance with Appendix C. At least one (1) deep test pit and percolation test is required on each lot. The East Lyme Health Department must be present to witness the digging and testing or receive satisfactory certification of conduct of testing. Field testing shall be scheduled sufficiently in advance to allow for a submission of the proposed final plan to the Health Department for review at least three weeks prior to the anticipated formal submission to the Planning Commission. A copy of the proposed plan must be provided to the Health Department for review and field-testing purposes. A letter from the Health Department must be provided certifying the land to be subdivided and subdivision plans are satisfactory for on-site sewage disposal systems.

5-4-1 **Municipal Sewerage** - When a subdivision is to be served by the Municipal Sanitary Sewer System, a report detailing the design discharge volume, the nature of wastewater and any special pretreatment systems anticipated, as well as a description and plan of sewer connection location and any proposed sewer collection system extensions, including pump stations, shall be submitted. A letter

EXHIBIT J



CONNECTICUT PUBLIC HEALTH CODE

On-site Sewage Disposal Regulations and Technical Standards for Subsurface Sewage Disposal Systems

2024

PHC Section 19-13-B100a (Building Conversions, Changes in Use, Building Additions)

Effective August 3, 1998

PHC Sections 19-13-B103a through 19-13-B103f (Design Flows 5,000 Gallons per Day or Less*)

Effective August 16, 1982

Technical Standards for Subsurface Sewage Disposal Systems

Effective August 16, 1982

Revised January 1, 2024

PHC Sections 19-13-B104a through 19-13-B104d (Design Flows Greater than 5,000 Gallons per Day*)

Effective August 16, 1982

*Note: The 5,000 gallons per day jurisdictional design flow was increased to 7,500 gallons per day by Public Act No. 17-146, Section 30 effective July 1, 2017, which revised CT General Statute Section 22a-430 (g).

State of Connecticut
Department of Public Health
Environmental Engineering Program
410 Capitol Avenue - MS #12SEW
P.O. Box 340308
Hartford, Connecticut 06134

Email: DPH.EnviroEng@ct.gov

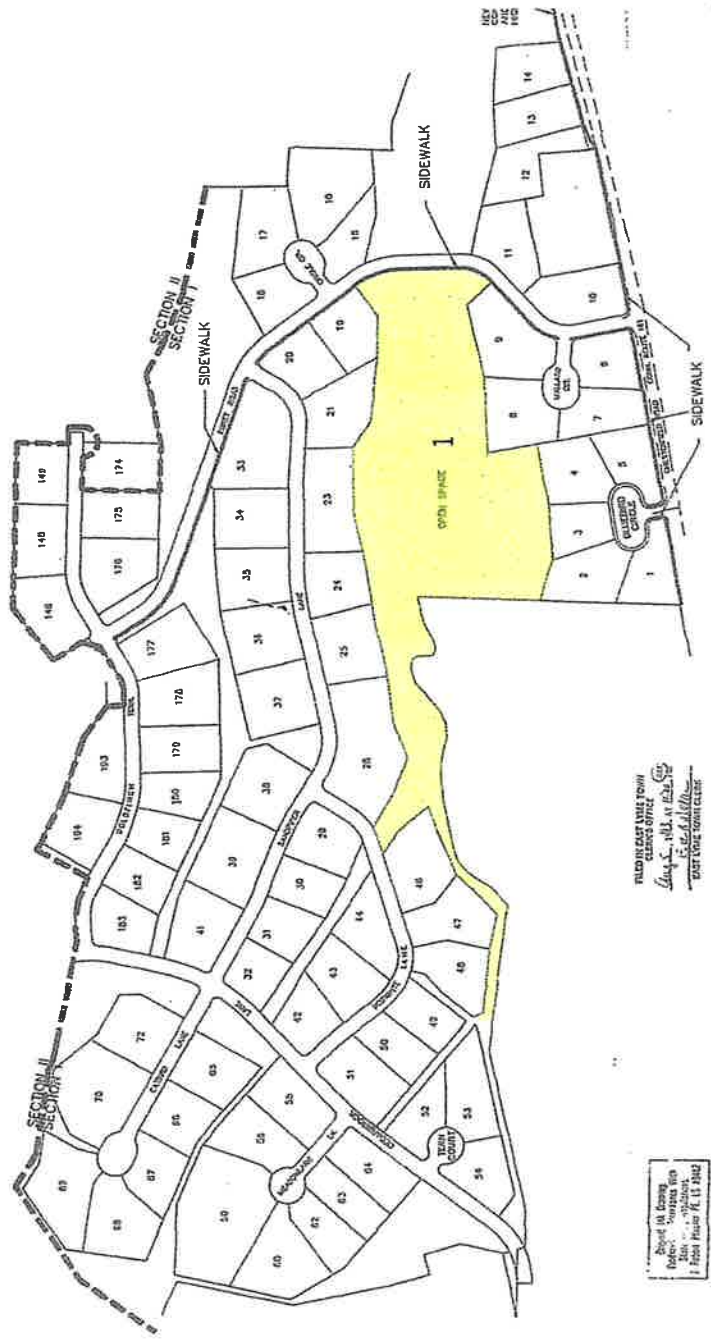
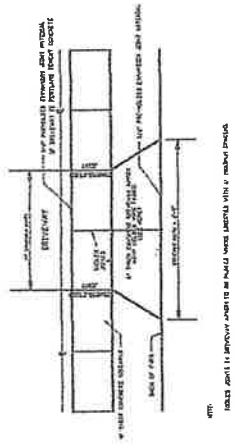
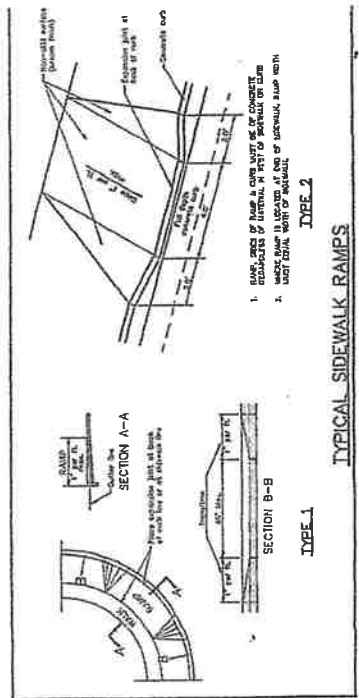
www.ct.gov/dph/subsurfacesewage

January 2024

- (A) Agents who have attended training courses and passed examinations relative to Sections 19-13-B100, 19-13-B103 and 19-13-B104 of the Public Health Code and the Technical Standards shall be approved to investigate, inspect and approve all plans for subsurface sewage disposal systems except those prepared by a professional engineer registered in the State of Connecticut pursuant to Section 19-13-B103d (c) or (e).
- (B) Agents who have attended training courses and passed examinations relative to the engineering design of subsurface sewage disposal systems shall be approved to investigate, inspect and approve plans for such systems prepared by a professional engineer registered in the State of Connecticut pursuant to Section 19-13-B103d (e).
- (c) **Application for Permit or Approval.**
 - (1) No investigation, inspection or approval of a subsurface sewage disposal system shall be made, or permit issued without an application by the owner in accordance with the following requirements.
 - (2) Applications for permits shall:
 - (A) Be on forms identical to Form #1 in the Technical Standards; or
 - (B) Be on forms prepared by the local director of health and deemed by the Commissioner of Public Health as equivalent to Form #1 in the Technical Standards; and
 - (C) Have attached a plot plan of the lot, which shall be a surveyor's plan if available or one prepared from information on the deed or land records.
 - (3) All the requested information shall be provided. If the information is not provided, it shall be indicated why it is not available or the application may be determined incomplete, and be rejected.
- (d) **Site Investigation.**
 - (1) The local director of health or a professional engineer registered in the State of Connecticut representing the applicant shall make an investigation of the site proposed for the subsurface sewage disposal system and report the findings and recommendations of the investigations on a form identical to Form #2 in the Technical Standards to include:
 - (A) A record of soil test location, measures and observations.
 - (B) Soil percolation results.
 - (C) Observations of groundwater and ledge rock.
 - (D) A conclusion as to the suitability of the site for subsurface sewage disposal.
 - (E) Special requirements for design of the system, or further testing which shall be in accordance with the most recent edition of the Technical Standards.
 - (2) Prior to the site investigation, the applicant shall:
 - (A) Provide for the digging of a suitable number of percolation test holes and deep observation pits in the area of the proposed leaching system and extending at least four feet below the bottom of the proposed leaching system, at the direction of the local director of health;
 - (B) Provide water for performing the percolation tests;
 - (C) If required by the local director of health, locate by field stakes or markers the sewage disposal system, house, well or property lines.
 - (3) The site investigation shall be made within ten working days of application unless otherwise required by subsection 19-13-B103d (e).
 - (4) The local director of health shall:
 - (A) Assure the accuracy of the findings of soil tests and deep observation pits; and
 - (B) When the maximum groundwater level is in doubt the local director of health shall investigate pursuant to Section 19-13-B103d (e).
 - (5) The size of the leaching system shall be based on the results of soil percolation tests made in the area of the proposed leaching system or on other methods of determining the soil absorption capacity in accordance with the Technical Standards.
 - (6) In areas of special concern, or for leaching systems with a design sewage flow of 2,000 gallons per day or greater, the local director of health may require from the applicant whatever further testing or data necessary to assure that the sewage disposal system will function properly. Further testing may be required prior to or subsequent to issuance of the approval to construct. Such tests may include permeability tests, sieve analysis or compaction tests of natural soil or fill materials, and the installation of groundwater level monitoring wells, or pipes, as well as additional observation pits and soil percolation tests.
- (e) **Submission of Plan.**
 - (1) Every plan for a subsurface sewage disposal system shall be submitted to the local director of health.
 - (2) Every plan for a subsurface sewage disposal system shall include all information necessary to assure compliance with the requirements of Section 19-13-B103d of these regulations, and contain as a

EXHIBIT K

Recorded Drawer 5# 322 815/1993

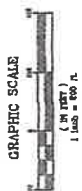


RESUBDIVISION
SIDEWALK LOCATION
HERITAGE AT EAST LYME

1/6/93

1/6/93

1/6/93



SHEET 128 OF 130

PREPARED BY: J. ROBERT FENNER & ASSOCIATES P.C.

DATE: 1/6/93

1/6/93

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