

East Lyme Planning Commission

Special Meeting Minutes

Tuesday, August 12, 2014

PRESENT: Brian Schuch, Joan Bengtson, Ernie Covino, Francine Schwartz

ALSO PRESENT: Gary Goeschel, Planning Director

ABSENT: Frank Balantic, Rita Palazzo, John Birmingham, Alternate, Michael Hess, Alternate, Anne Thurlow, Alternate, Ex-Officio Rose Ann Hardy

Chairman Schuch called this Regular Meeting of the Planning Commission to order at 7:03 PM.

Pledge of Allegiance

The Pledge was observed.

FILED IN EAST LYME
CONNECTICUT
08/19/2014 AT 9:25 AM/PM
Walter Palmieri
EAST LYME TOWN CLERK

Additions to the Agenda

There were no additions to the Agenda.

II. Public Delegations

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

There were none.

III. Approval of Minutes

Regular Meeting Minutes of July 1, 2014.

There were no corrections.

- ****Motion (1)**

Mr. Covino moved to approve the Planning Commission Meeting Minutes of July 1, 2014.

Ms. Bengtson seconded the motion.

Vote: 4-0-0. Motion passed.

IV. Subdivisions and Resubdivisions

- A. Expiration of Hathaway Farms Resubdivision;** Cove Landing Associates, LLC (aka Upper Pattagansett #2) an 18 Lot Resubdivision of property located at Upper Pattagansett Road and Hathaway Road.

Mr. Goeschel stated that all of the work on this project has been completed, that we are waiting for an As-Built Mylar to be filed in addition to final approval from Attorney O'Connell. He suggested tabling this matter until the next regularly scheduled Meeting and the Commission agreed.

Mr. Goeschel asked for a brief recess at 7:07 PM so that he could retrieve copies of the Amended Agenda for this evening, not included in the Member's Packet.

The Commission reconvened at 7:10 PM.

- B. Jason Pazzaglia of Pazz & Construction LLC;** Request for an extension of time of 180 days to file Mylars for 233 Upper Pattagansett Road Subdivision, East Lyme.

Jason Pazzaglia of 21 Darrow's Ridge Road East Lyme, CT came forward to request two ninety day extensions which would go into effect on the 22nd of August, 2014. The decision to postpone is based on the current economic conditions along with the onset of difficult work in winter. The extension would delay work until the spring which is a much more desirable time period for both selling and constructing. Mr. Pazzaglia was under the impression that the Regulations allow for three four month extensions while Mr. Goeschel stated that they allow for two ninety day extensions. Mr. Goeschel added that he believes that the extension Mr. Pazzaglia is referring to occurs in the case of a bond being called when public improvements need to be completed. After a lengthy investigation of the Regulations, Mr. Goeschel determined that our Regulations do not address this and that we should defer to Section 8-24 of the Connecticut General Statutes and the two extensions of ninety days.

- ****Motion (2)**

Mr. Covino moved to grant Pazz & Construction, LLC the two ninety day extensions.

Ms. Bengtson seconded the motion.

Vote: 4-0-0. Motion passed.

V. Zoning Referrals

- A. East Lyme Zoning Commission proposal to amend Section 20 General Regulations of the East Lyme Zoning Regulations to add Section 20.29 Cluster Subdivision Setbacks.**

Mr. Schuch drew the Commission's attention to the text amendment and Matt Walker's correspondence in the Member's Packet (Exhibit A). The Conservation Development by Design Regulations were deleted and people who were building in a cluster with 20, 15 and 30 yard setbacks are now subject to the more typical 30 and 50 yard setbacks. The Zoning Commission is looking to address the problem by noting in the cluster subdivision setbacks that "any lot which was set off under a former officially approved cluster subdivision, no building or structure shall be placed less than 20' from any street line or less than 15' from any side yard or less than 30' from any rear line. Lot coverage shall be prescribed in the underlying zone" (Exhibit A, Page 2). Mr. Schuch notes that Mr. Walker's proposal states that the regulation will essentially grandfather these setbacks in approved cluster subdivisions.

Mr. Schuch and Ms. Schwartz felt that Mr. Walker's proposal should read "for any lot which was set off..." in order to make the intent more understandable. Mr. Schuch and Mr. Covino discussed how the proposal was reasonable and noted that it does not conflict with the POCD.

- ****Motion (3)**

Mr. Covino moved to approve the Zoning proposal to amend Section 20 General Regulations of the East Lyme Zoning Regulations to add Section 20.29 Cluster Subdivision Setbacks.

Ms. Schwartz seconded the motion.

Vote: 4-0-0. Motion passed.

- B. East Lyme Zoning Commission proposal to amend Section 18 Signs, by removing "Community Bulletin Boards" from Section 18.1.10, and adding Section 18.1.12 (subject to renumbering of the entire section) "Community Bulletin Boards."

Mr. Schuch called attention to the correspondence from Matt Walker in the Member's Packet (Exhibit B) and observed that the Zoning Commission through the included definitions, is tightening up their scope. He did however, question some of the language they use citing "the brightness level of the illumination shall be in harmony with the location of the sign," as an example. Mr. Schuch noted that he does not know what that means. Mr. Goeschel agreed with Mr. Schuch's observation. Mr. Goeschel and the Commission discussed how more specifics would be beneficial in explaining their intent. Mr. Goeschel added that such specifications usually accompany whatever product is being purchased, that it is difficult to include said specifications in a proposal before the product is chosen. Mr. Covino and Ms. Bengtson both stressed that they felt the wording was way too vague and that more particulars are needed. Ms. Bengtson stated that placement on Town property could be anywhere and that more information is needed.

Mr. Schuch felt that they should make the proposal site specific. When reviewing the POCD, the Commission concluded that they found the proposal vague enough that they could find it inconsistent with the POCD, and that they need a short list of particulars. Ms. Schwartz questioned approving the proposal with comments requesting more specific information, such as location of the signs. Ms. Bengtson observed that everyone's definition of harmony is different. Ms. Schwartz suggested finding it consistent with Section 6.1 and 8.1 of the POCD, while noting that the details provided regarding the

luminosity, specifications and potential locations of the signs are vague and unclear. Mr. Schuch questioned whether the Commission should find the proposal inconsistent with keeping within the character of the Town, thereby enabling the Zoning Commission to own their decision alone. Ms. Schwartz responded that she doesn't think anyone has a problem with the sign itself, rather the lack of details.

- ****Motion (4)**

Mr. Schuch moved that the East Lyme Planning Commission finds the proposed amendment Section 18.1.12 "Community Bulletin Boards" inconsistent with the Plan of Conservation and Development Objective 1.1 based upon the illumination of the signs.

Mr. Covino seconded the motion.

Mr. Schuch decided to amend his motion to change the phrase from "based upon the illumination of the signs" to "on the basis of the signs being illuminated." Mr. Covino decided to amend his second. Ms. Schwartz stated that she was okay with approving the proposal with comments, but that this approach is fine too. Mr. Goeschel stated that either way, the Zoning Commission will reexamine the text of this proposal so that it is more carefully written.

- ****Motion (5)**

Mr. Schuch moved that the East Lyme Planning Commission finds the proposed amendment Section 18.1.12 "Community Bulletin Boards" inconsistent with the Plan of Conservation and Development Objective 1.1 on the basis of the signs being illuminated.

Mr. Covino seconded the motion.

Vote: 4-0-0. Motion passed.

VI 8-24 Referral

A. Department of Parks & Recreation; Bridebrook Park- New gazebo and various improvements.

Mr. Dave Putnam, Director of Parks & Recreation came forward to acquaint the Commission with their plan to place a picnic shelter gazebo at Bridebrook Park and to add six dugout roofs to the dugouts at their three baseball/softball locations. Mr. Putnam Supplied the Commission with photos of the proposed work (Exhibit C). He added that the basketball court will be resealed and that the concrete parking pillars and chain link fence will be replaced with wooden structures. Mr. Goeschel explained that this is a referral because the gazebo is a new structure. Mr. Covino noted that the dugouts do need work. He also suggested that he would love to see a Concession stand at Bridebrook Park and Mr. Putnam stated that they would like to make that addition to the park in the near future. Mr. Putnam detailed the improvements in detail.

- **** Motion (6)**

Mr. Covino moved that the Department of Parks & Recreation Bridebrook Park 8-24 Referral is consistent with Section 6.1 of the Plan of Conservation and Development, as it will raise the level of service at the park. Special note: continuing improvements to add food service facilities to this area in the future would be consistent with Section 5.1.

Ms. Bengtson seconded the motion.

Vote: 4-0-0. Motion passed.

VII Other Business

A. New Business

There was none.

B. Old Business

- i. **Jeffrey A. Torrance of New England National, LLC;** Request for the release of a temporary easement in favor of the Town of East Lyme placed on property known as Nottingham Hills lots 20 and 32 and shown on the Assessor's Map 39.0, Lots 10-1 and 10-2.

Mr. Torrance of 197 Upper Pattagansett Road, East Lyme came forward and provided the Commission with some handouts regarding this matter (Exhibit D). Mr. Goeschel stated that the handouts outline the situation pretty well and he pointed out the easement areas on the GIS Map. Mr. Torrance and Mr. Goeschel recapped for the Commission what was addressed at the last Meeting. It was anticipated that the temporary Easement would expire at some point and that prior to the sale of the Darrow's Pond property, an Access Easement was recorded by New England National which maintained access between the Nottingham Hills property and Darrow's Pond property. The intent was that if one the projects did not go forward, the one that did could utilize the other's property. During Phase IV of the Nottingham Hills Subdivision it was requested that a Conservation Easement on 14 acres be established, which it was. He reminded the Commission of the matter they ruled on last summer; that the old access to open space that went up the property line and was deeded to the Town, was no longer necessary since the Town owns all of Darrow's Pond. He stated that this is essentially a cleanup matter because the temporary Easement was recorded on a Plan but it was never actually recorded on the East Lyme Land Records. Mr. Torrance noted that this issue is a cloud on the title that goes nowhere. New England National is requesting the release of the temporary Easement which is no longer needed, leads nowhere and was never recorded.

- ****Motion (7)**

Mr. Covino moved to approve the request by Jeffrey A. Torrance of New England National LLC to release the temporary easement in favor of the Town of East Lyme placed on property known as Nottingham Hills lots 20 and 32 and shown on the Assessor's Map 39.0, Lots 10-1 and 10-2.

Ms. Schwartz seconded the motion.

Mr. Goeschel noted that it is important to include that circumstances have changed since the Nottingham Hills Phase II approval; that the Town has acquired the Darrow's Pond property which now allows for the access that the temporary easement provided.

- ****Motion (8)**

Mr. Covino amended his motion and moved to approve the request by Jeffrey A. Torrance of New England National LLC to release the temporary easement in favor of the Town of East Lyme placed on property known as Nottingham Hills lots 20 and 32 and shown on the Assessor's Map 39.0, Lots 10-1 and 10-2. The Town's acquisition of the Darrow Pond property negates any need for the temporary access easement.

Ms. Schwartz seconded the motion.

Vote: 4-0-0. Motion passed.

VIII Reports

A. Chairman

Mr. Schuch had nothing to report.

B. Ex-Officio- Rose Ann Hardy

Ms. Hardy was not in attendance.

C. Zoning Representative

Ms. Bengtson will be covering the September 4th, 2014 Meeting and Mr. Covino will be covering the September 18th, 2014 Meeting.

D. Regional Planning Representative- Brian Schuch

Nothing to report at this time.

E. Sub-Committees

a. Sustainable Development and Climate Adaptation Subcommittee (F. Schwartz, G. Goeschel)

Ms. Schwartz stated that they are working on strategies for the workshops to be given by Dr. Adam Whelchel of the Nature Conservancy. Mr. Goeschel noted that he met with Mr. Formica regarding this matter and that the workshops will incur no cost for the Town.

- b. Subdivision Regulations Bonding Review Subcommittee (B. Schuch, J. Bengtson, G. Goeschel)

Ms. Bengtson stated that they are making progress.

F. Staff/Communications

- a. Route 11 Greenway Authority Update

Nothing to report at this time.

- b. Staff Report

Mr. Goeschel had nothing new to report.

Adjournment

- ****Motion (9)**

Mr. Covino moved to adjourn the Planning Commission Meeting at 8:32 PM.

Ms. Bengtson seconded the motion.

Vote: 4-0-0. Motion passed.

Respectfully submitted,



Brooke Stevens,
Recording Secretary

Exhibit A

Town of



East Lyme

108 Pennsylvania Ave
Niantic, Connecticut 06357

(860) 691-4114

Fax (860) 691-0351

P.O. Drawer 519

Zoning Department

July 21, 2014

Brian Schuch, Chairman
East Lyme Planning Commission
Town of East Lyme
PO Box 519
Niantic, CT 06357

RE: Referral/Text Amendment Proposal

Dear Mr. Schuch,

The East Lyme Zoning Commission is proposing to amend the East Lyme Zoning Regulations, by adding Section 20.29 to Section 20 General Regulations, as specified in the attached memo.

The Zoning Commission has scheduled a public hearing for September 4, 2014. Please forward any comments for inclusion into the public hearing record. If you have any questions please do not hesitate to contact the Zoning Commission staff person, Mr. Mulholland.

Sincerely,

Matthew Walker
Secretary, East Lyme Zoning Commission

MW/jl

Proposed Zoning Regulation Text Amendment

Cluster Regulations Setbacks

As the commission may recall in 2010 the board deleted the cluster development zoning regulations found in Section 23 and replaced them with Conservation Development by Design (CDD) regulations. One of the unforeseen consequences of that action was the elimination of the setback requirements for cluster design developments. The community has several existing subdivisions which were approved over the years under the cluster regulations. The required setbacks for cluster developments were 20' for front yards, 15' for side yards, and 30' for rear yards. The elimination of the clusters setbacks has resulted in the imposition of the underlying zoning district setback requirements for the construction of new additions and structures in developments approved under the cluster regulations.

For example, today, an addition proposed in an RU-40 zone would be held to a front yard setback requirement of 50' and 30' for side and rear setbacks. If the subject property was originally approved as a cluster the setbacks would be 20' for front yard, 15' for side yard, and 30' rear. This discrepancy creates an unusual hardship for property owners within the cluster subdivisions who wish to improve their properties with additions or other improvements.

In order to rectify the problem, the following text amendment is proposed:

Add new Section 20.29 to Section 20 General Regulations

20.29 Cluster Subdivision Setbacks

Any lot which was set off under a former officially approved cluster subdivision , no building or structure shall be placed less than 20' from any street line or less than 15' from any side yard or less than 30' from any rear line. Lot coverage shall be as prescribed in the underlying zone.

This regulation will essentially "grandfather" these setbacks in approved cluster subdivisions.

Town of

P.O. Drawer 519
Zoning Department



East Lyme

108 Pennsylvania Ave
Niantic, Connecticut 06357
(860) 691-4114
Fax (860) 691-0351

July 21, 2014

Brian Schuch, Chairman
East Lyme Planning Commission
Town of East Lyme
PO Box 519
Niantic, CT 06357

RE: Referral/Text Amendment Proposal

Dear Mr. Schuch,

The East Lyme Zoning Commission is proposing to amend the East Lyme Zoning Regulations, by removing from Section 18.1.10 "Community Bulletin Boards", and addition Section 18.1.12 (subject to renumbering of the entire section), and the addition of Changeable Copy Sign, Manual and Changeable Copy Sign, Electronic, to Section 18.1.3 Definitions and Interpretations.

The Zoning Commission has scheduled a public hearing for September 4, 2014. Please forward any comments for inclusion into the public hearing record. If you have any questions please do not hesitate to contact the Zoning Commission staff person, Mr. Mulholland.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matthew Walker".

Matthew Walker
Secretary, East Lyme Zoning Commission

MW/jl

Remove from Section 18.1.10 "Community Bulletin Boards".

Add Section 18.1.12 (subject to re-numbering of the entire section) as follows:

18.1.12 COMMUNITY BULLETIN BOARDS

Community Bulletin Boards – The Town of East Lyme may have a total of two (2) Community Bulletin Boards for the purpose of advertising community events which are sponsored by any non-political civic or registered non-profit organization recognized as having a permanent address within the Town of East Lyme, that are open to the general public and take place within the Town of East Lyme. The Community Bulletin Boards may be located only on the Town's high school property, and at one other location on Town property.

The Community Bulletin Boards may be any of the following types of signs as defined in Section 18.1.3 of these Regulations: (a) Changeable Copy Sign, Manual, (b) Changeable Copy Sign, Electronic.

The final design of the Community Bulletin Boards shall be reviewed and approved by the Zoning Commission.

If a Community Bulletin Board is a Changeable Copy Sign, Electronic, it shall be subject to the Special Permit requirements of Section 25 of these Regulations and shall also be subject to the following conditions:

The changeable copy shall have a minimum duration of ten seconds and must be a static display. No portion of the message may flash, scroll, twirl, change color, fade in or out, or in any manner imitate movement

The background portion of the bulletin board's display shall not contain any illumination that moves or changes in intensity

The bulletin board shall display only written text

Illumination from the bulletin board shall not be directed at or intrude upon a residential neighborhood or residential district. Any external lighting must be shielded from all adjacent properties.

The brightness level of the illumination shall be in harmony with the location of the sign

The height of the bulletin board shall not exceed eight (8) feet

The bulletin board shall not exceed four (4) feet by eight (8) feet in size and may be double faced. The total area shall not exceed thirty-two (32) square feet for a single faced bulletin board, or sixty-four (64) square feet for a double faced bulletin board

The bulletin board must be a Freestanding Sign as defined in Section 18.1.3

There shall be no more than one bulletin board per Lot.

The bulletin board shall be a minimum of five hundred (500) feet from a signaled traffic intersection

Add to Section 18.1.3 DEFINITIONS AND INTERPRETATIONS

CHANGEABLE COPY SIGN, MANUAL: Any sign whereon provision is made for letters or characters to be placed in or upon the surface area of the sign manually to provide a message or picture without altering the surface of the sign. (Amending existing Changeable Copy Sign definition)

CHANGEABLE COPY SIGN, ELECTRONIC: Any sign or portion thereof that is capable of displaying words, symbols or alphanumeric characters which are defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), liquid crystal displays (LCDs), fiber optics, light bulbs or other illumination devices that can be electronically or automatically programmed and may be changed by remote or automatic means.

Exhibit C

Town of

41 Society Road

David M. Putnam
Director



East Lyme

Niantic, Connecticut 06357

Phone (860) 739-5828
Fax (860) 691-2409

PARKS & RECREATION DEPARTMENT

July 29, 2014

Mr. Brian Schuch, Chairman Planning Commission
P.O. Box 519
Niantic, CT 06357

Dear Mr. Schuch,

The East Lyme Parks and Recreation Department is applying for a 8-24 review for projects approved by the Town for the following improvements to Samuel Peretz Park at Bridebrook;

- Addition of a Gazebo/Picnic Shelter structure
- Addition of six Dugout roofs
- Replacing of concrete parking barriers with wooden style barriers
- Renovation of the Basketball Court
- Replace chain link fencing between park and Fire Department

Attached please find a site plan and photographs of the proposed improvements. Thank you for your attention in this matter.

Sincerely,

David M. Putnam
Director

Cc: Parks and Recreation Commission





GAZEBO /
PICNIC SHELTER

© 2014 Google

Imagery Date: 4/7/2014

1991



DUG 12'x24'



HXE 45



Current Conditions of Park Components





New England National LLC Exhibit D

1890 Palmer Avenue,
Suite 303
Larchmont, NY 10538

914-834-0291 (Office)
914-834-0566 (Fax)
newenglandnational@gmail.com

August 10, 2014

HAND DELIVERED

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



Re: Modification to Nottingham Hills Subdivision Phase IIA Approval

Dear Mr. Goeschel:

In furtherance of our meeting with the Town of East Lyme's special land use Legal Counsel William Sweeney, this correspondence and its attached documentation are provided to the Town of East Lyme Planning Commission in support of our request to modify the Nottingham Hills Subdivision Phase IIA ("the Subdivision") by deleting the referenced "temporary easement" provided on Sheet SD3 of the approved plans.

BACKGROUND

1. As part of the Nottingham hills Subdivision Phase IIA approvals, the plans included a demonstration that the public could access the open space being proposed for the subdivision. This was referenced on the plans as a "temporary easement".

2. In accordance with the Subdivision approval the "temporary easement" would automatically be extinguished upon the Town of East Lyme obtaining confirmation of access rights along "Aunt Ruth's Turnpike" (an abandoned town road) from Upper Pattagansett Road. For purposes of the requested modification it is important to note that the "temporary easement" provided was never recorded on the East Lyme Land Records and therefore no Release of Easement is necessary.

3. On September 29, 2005 in a transaction not contemplated by the Subdivision's original approval, the proposed open space property was deeded to the Town of East Lyme by Warranty Deed and recorded at Book 720 Page 204 of the Town of East Lyme Land Records, Exhibit A.

4. On or about December 4, 2005 the Town of East Lyme Planning Commission approved the Nottingham Hills Phase III plans. These subdivision plans deleted the ability of public access to the open space identified in P. 3 herein however the plans did not delete the reference to the "temporary access easement".

5. On July 29, 2004 New England National LLC recorded an "Access Easement" in the Town of East Lyme Land Records at Book 678 Page 628 that encumbers, amongst others, the so-call Darrow Pond property and Nottingham Hills Subdivision Property. Paragraph 1 of the Access Easement states in pertinent part the following " Each party grants to the other a non-exclusive easement to pass on foot or by motor vehicles over the private roadways constructed or to be constructed by the other upon their respective parcels, as shown on said plan" Exhibit B.

6. On November 30, 2011 the Town of East Lyme purchased the so-called Darrow Pond property. The Warranty Deed received by the Town of East Lyme, recorded in the Town of East Lyme Land Records at Book 880 Page 599 was taken subject to the access easement identified in 5 herein. Exhibit C.

7. On August 6, 2013 the Town of East Lyme Planning Commission found that as a result of other access the planned access to open space contemplated by the approved Nottingham Hills Subdivision Phase III plans did not have to be constructed due to the changes in circumstances resulting from the Town of East Lyme's acquisition of the Darrow Pond Property. Exhibit D

In light of the above stated background and demonstration that the public has an access to both the Darrow Pond property and the abutting open space from Kensington Drive, Upper Kensington Drive and the private roads off of each of them we respectfully request the modification of the Nottingham Hills Subdivision Phase IIa approval to delete the temporary easement for access to open space.

Sincerely,

NEW ENGLAND NATIONAL LLC

By: 

Jeffrey A. Torrance, Assistant Manager

WARRANTY DEED-STATUTORY FORM

4280

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

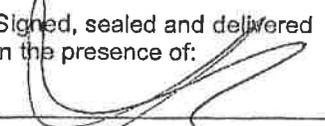
KNOW YE THAT NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY of East Lyme, Connecticut for the sum of One (\$1.00) Dollar and other valuable consideration received to its full satisfaction of The TOWN OF EAST LYME, Connecticut does hereby give, grant, bargain, sell and confirm unto the said TOWN OF EAST LYME, with WARRANTY COVENANTS that certain piece or parcel of land shown as "23.2 Ac Open Space" on a map or plan entitled "Open Space Layout Nottingham Hill Subdivision Phase IIA Niantic Real Estate, LLC East Lyme, Connecticut Sheet SD3 dated April 10, 2004, revised through July 10, 2004 J. Robert Pfanner & Associates Civil Engineers and Land Surveyors", and more particularly described in Schedule "A" attached hereto.

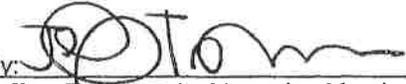
TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever, to them and their own proper use and behoof.

AND ALSO the said Grantor does for itself, its successors and assigns covenant with the said Grantee, its successors and assigns that at and until the ensembling of the premises 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 hereinabove mentioned.

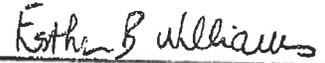
AND FURTHERMORE, the said Grantor does by these presents bind itself and its successors and assigns against all claims and demands whatsoever except as hereinbefore mentioned.

IN WITNESS WHEREOF the undersigned has hereunto set his/her hand and seal this 27th day of Sept, 2005.

Signed, sealed and delivered in the presence of:

Theodore A. Harris

NIANTIC REAL ESTATE, LLC
By:  L.S.
Jeffrey Torrance, its Managing Member
duly authorized


Cordelia R. Graves

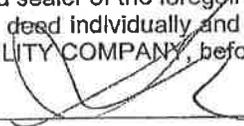
NO CONVEYANCE TAXES COLLECTED

TOWN CLERK OF EAST LYME

STATE OF CONNECTICUT }
COUNTY OF NEW LONDON }

ss. Niantic

Sept 27, 2005

Personally appeared Jeffrey Torrance, Managing Member of Niantic Real Estate Limited Liability Company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed individually and as Managing Member of Niantic Real Estate Limited Liability Company, before me.



Theodore A. Harris
Commissioner of the Superior Court

Latest Mailing Address of Grantee:

No. & Street _____

City _____

State _____ Zip Code _____

Approved as to form.



EAST LYME TOWN ATTORNEY

SCHEDULE A

A certain tract or parcel of land designated as "23.2 Ac OPEN SPACE RESERVED FOR NOTTINGHAM HILLS SUBDIVISION" on a map or plan entitled "OPEN SPACE LAYOUT NOTTINGHAM HILLS SUBDIVISION PHASE II A NIAN TIC REAL ESTATE , LLC EAST LYME, CONNECTICUT SHEET SD3 APRIL10, 2004, REVISED THROUGH JULY 10 2004, SCALE 1"= 250 FT J ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS" recorded in the office of the Town Clerk of East Lyme and more particularly described as follows:

Beginning at a point in the southwesterly corner of the within described tract located along the centerline of Aunt Ruths Turnpike, thence running the following courses and distances along land now or formerly of Niantic Real Estate Limited Liability Company, formerly Savitsky: thence running N 85° 50' 40" E a distance of 103.71 feet to a point; thence running N 44° 39' 51" E a distance of 545.55 feet to a point; thence running N 39° 46' 38" E distance of 507.48 feet to a point; thence running N 42° 41' 25" E a distance of 580.14 feet to a point; thence running N 40° 53' 04" E a distance of 592.44 feet to a point; thence running N 49° 23' 29" E a distance of 475.94 feet to a point; thence turning and running N 67° 12' 48" W along other land of Niantic Real Estate Limited Liability Company (formerly of Scott) a distance of 930.56 feet to Aunt Ruths Turnpike; thence running the following courses and distances along Aunt Ruths Turnpike: S 05° 37' 44" E a distance of 60.80 feet to a point; S 25° 40' 31" W a distance of 84.34 feet to a point; S 02° 25' 54" E a distance of 92.26 feet to a point; S 18° 21' 43" W a distance of 119.66 feet to a point; S 12° 38' 24" W a distance of 71.73 feet to a point; S 30° 14' 39" W a distance of 112.56 feet to a point; S 36° 29' 46" W a distance of 301.62 feet to a point; S 43° 55' 54" W a distance of 346.61 feet to a point; S 04° 28' 05" W a distance of 255.08 feet to a point; S 09° 32' 28" W a distance of 136.77 to a point; S 17° 49' 16" W a distance of 172.89 feet to a point; S 35° 48' 57" W a distance of 116.46 feet to a point; S 49° 30' 33" W a distance of 166.58 feet to a point; S 48° 00' 25" W a distance of 143.78 feet to the point and place of beginning.

Said parcel is conveyed together with such interest as the Grantor may have to that land lying between the westerly boundary herein described, and the centerline of Aunt Ruth's Turnpike.

Said parcel is conveyed to the Grantee to be used as public open space.

Recorded Sept 29 2005
 11:16 AM
 PM Esther B. Willhauer
 East Lyme Town Clerk

BOOK 678 PAGE 628

3 873

ACCESS EASEMENT

WHEREAS, New England National LLC ("New England") is presently the owner in fee of a certain parcel of land known as 18 Mostoway Road, which parcel is shown on a map or plan entitled "Plan Showing Parcels of New England National, LLC and Niantic Real Estate Limited Liability Company Subject to Access Easement, Mostoway Road, East Lyme, Connecticut Scale 1" = 250' dated July 16, 2004 J. Robert Pfanner & Associates, P. C., which map or plan will be recorded on the East Lyme Land Records simultaneously with this Easement ("Plan"); and

WHEREAS Niantic Real Estate Limited Liability Company ("Niantic") is the owner in fee of those certain parcels of land contiguous of that of New England, which parcels are also shown on the above referenced plan; and

WHEREAS Niantic is the contract purchaser for an additional parcel of land which shall be contiguous to its other holdings, which parcel of land is presently owned by DOLORES SCOTT and WALTER SCOTT and which parcel is intended to be annexed to the current land of Niantic, and upon annexation be benefitted and burdened by this Easement, which land is also shown on the above referenced plan; and

WHEREAS the parties hereto, their successors and assigns, will be developing their respective parcels and constructing private roads thereon; and

WHEREAS it is anticipated that regulatory authorities and/or optimization of design, may require that there be mutual non-exclusive access over said private road system to provide alternative access to public roads and/or access to various portions of the other property.

NOW, THEREFORE, the parties agree as follows:

1. Each party grants to the other a non-exclusive easement to pass and re-pass on foot or by motor vehicles over the private roadways constructed or to be constructed by the other upon their respective parcels, as shown on said plan. This easement shall be an easement which shall be appurtenant to each of the parties parcels herein described, and

NO CONVEYANCE TAXES COLLECTED
 ESTER B. WILLIAMS
 TOWN CLERK OF EAST LYME

LAND OFFICE
 TOWN OF EAST LYME, CONNECTICUT
 181 MAIN STREET - P.O. BOX 200 - EAST LYME, CONNECTICUT 06424-0200

BOOK 678 PAGE 629

shall run with the land and inure to the benefit of the parties hereto, their successors and assigns.

2. Each party hereto reserves the right to construct such roadways on the other's property which shall be necessary to make connection between the road systems of each of the parcels, or public roads as the case may be, provided that the location of such roadway shall not materially interfere with the design of the respective parcels.

3. To the extent any of the above referenced parcels shall be divided, the rights and responsibilities herein described shall apply between such divided parcels.

4. Each party hereto, its successors and assigns, shall have the obligation to maintain the road systems located on their respective parcel(s) and/or constructed by it, pursuant to paragraph 2.

5. All parcels herein described shall be conveyed together with and subject to the covenants herein contained.

6. Each of the parties hereto agree for itself, and its successors and assigns, to indemnify and hold the other harmless for any claims, damages or losses caused to the other by the exercise of rights pursuant to the easements herein granted. To the extent possible, each party and their successors and assigns will name the other as an additional insured on its policies of insurance covering liability with respect to such private roads.

7. Neither party to this agreement shall commence construction of any private roadway on the other's land without first obtaining the prior written approval of the other party relative to the location, design, and other aspects of the private roadway to be constructed which approval shall not be unreasonably withheld.

8. If either party to this Easement Agreement shall construct private roadway(s) on the land of the other party, the constructing party shall provide the other party with Absolute Releases of Mechanics Lien Rights executed by all those who have supplied materials or performed services in connection with the construction of the private roadways.

LAW OFFICES

STEVENS, HANSEN & GILCHRIST, P.C.

391 MAIN STREET • H. O. CHAMBERLAIN • MARTIN, CONSTRUCTION PLANNING • 3000 HAWAII, HAWAII • 808.535.1111

BOOK 678 PAGE 631

STATE OF CONNECTICUT

ss: East Lyme July 29, 2004

COUNTY OF NEW LONDON

On this the 29 day of July, 2004 before me, the undersigned officer, personally appeared Jeffrey Lawrence who acknowledged himself to be the Manager of Nantico Real Estate Limited Liability Company, and that he/she, as such Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC by him/herself as said Manager.

In witness whereof, I hereunto set my hand and official seal.



Commissioner of the Superior Court

Recorded July 29, 2004
4:17 PM Kelli E. Williams
East Lyme Town Clerk

Record & Return to:
Attorney Kristin L. Wainright
Tobin Carberry O'Malley Riley Selinger, P.C.
43 Broad Street, P.O. Box 58
New London, CT 06320-0058

WL 0880 PAGE 599

WARRANTY DEED

TOWN FIVE

KNOW ALL PERSONS BY THESE PRESENTS THAT:

3499

THE TRUST FOR PUBLIC LAND, d/b/a The Trust for Public Land (Inc.), a California public benefit corporation with a place of business in Connecticut at 101 Whitney Ave, 2nd Floor, New Haven, CT 06510 (the "Grantor"), for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration received to its full satisfaction from THE TOWN OF EAST LYME, CONNECTICUT, a body politic and corporate, organized and existing under the laws of the State of Connecticut, (the "Grantee") does by these presents give, grant, bargain, sell and confirm unto the Grantee, its successors and assigns forever, WITH WARRANTY COVENANTS that certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated in the Town of East Lyme, County of New London, and State of Connecticut and more particularly described in Schedule A (the "Real Property") attached hereto and made a part hereof.

TO HAVE AND TO HOLD such real property, unto the Grantee, its successors and assigns forever, to the only use and behoof of the Grantee, its successors and assigns forever with Warranty Covenants.

And also, the Grantor does for itself and its successors and assigns, covenant with the Grantee, and with its successors and assigns, that at and until the ensembling of these presents, it is well seized of the Real Property, as a good indefeasible estate in FEE SIMPLE; and it 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 herein mentioned. Grantee assumes payment of all current real property and personal property taxes.

The Real Property is conveyed to Grantee subject to (a) lien for real estate taxes not yet due and payable on the Real Property for the current assessment year and all subsequent assessment years, (b) general and special assessments not yet due and payable affecting the Real Property, (c) zoning laws, regulations and ordinances and any other laws, regulations or ordinances restricting or regulating the use, occupancy or enjoyment of the Real Property, (d) all of the liens, encumbrances, easements, covenants and restrictions of record listed in Schedule B attached hereto and made a part hereof.

And furthermore, Grantor does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Real property to it the Grantee and its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF the Grantor has caused this Warranty Deed to be executed this 30 day of November 2011.

WITNESSED BY:

GRANTOR:



Signature

Print Name: Lauren L. Butler



Signature

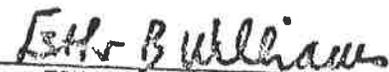
Print Name: GERALDYN C. MEAN

THE TRUST FOR PUBLIC LAND

By: 

Name: Denise K. Miller
Title: COUNSEL

NO CONVEYANCE TAXES COLLECTED



TOWN CLERK OF EAST LYME

COMMONWEALTH OF MASSACHUSETTS)
) ss. Boston
COUNTY OF SUFFOLK)

On this the 30th day of November, 2011, before me, the undersigned officer, personally appeared Denise K. Mullane, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged herself to be the Counsel of **THE TRUST FOR PUBLIC LAND**, a California public benefit corporation, and that she, as such officer, being authorized so to do, executed the foregoing instrument as the free act and deed of The Trust for Public Land for the purposes contained therein by signing the name of The Trust for Public Land by herself as such officer.

In witness whereof, I hereunto set my hand.

[Affix Notarial Seal]


Notary Public **Brian L. Gallahan**
My Commission Expires: **10/31/15**



SCHEDULE A

Legal Description

A certain tract or parcel of land located in the Town of East Lyme, County of New London and more particularly described as follows:

Beginning at a point on the westerly side of Mostoway Road, and the southeast corner of land now or formerly of Niantic Real Estate, LLC, formerly Savitsky, said point being the northeast corner of the herein described parcel; thence running the following courses in a clockwise direction:

- S 01° 33' 08" E, a distance of 122.10 feet to a point;
- S 69° 42' 50" W, a distance of 67.84 feet to a point;
- S 65° 37' 55" W, a distance of 60.16 feet to a point;
- S 12° 24' 29" W, a distance of 149.87 feet to a point;
- S 46° 22' 23" W, a distance of 220.59 feet to a point;
- S 54° 41' 34" W, a distance of 168.52 feet to a point;
- S 11° 18' 45" E, a distance of 470.21 feet to a point;
- S 88° 51' 46" E, a distance of 188.42 feet to a point;
- S 88° 51' 46" E, a distance of 203.61 feet to a point;
- S 13° 18' 35" W, a distance of 162.80 feet to a point;
- S 13° 28' 09" W, a distance of 112.40 feet to a point;
- S 02° 07' 09" W, a distance of 108.06 feet to a point;
- S 00° 56' 30" E, a distance of 145.58 feet to a point;
- S 16° 29' 33" E, a distance of 90.30 feet to a point;
- S 07° 50' 13" W, a distance of 102.69 feet to a point;
- S 17° 23' 02" W, a distance of 120.74 feet to a point;
- S 20° 48' 03" W, a distance of 151.51 feet to a point;
- S 21° 11' 03" W, a distance of 170.85 feet to a point;
- S 22° 14' 04" W, a distance of 96.02 feet to a point;
- S 33° 26' 10" W, a distance of 109.32 feet to a point;
- S 23° 26' 02" W, a distance of 141.57 feet to a point;
- S 35° 30' 49" W, a distance of 45.53 feet to a point;
- S 18° 58' 27" W, a distance of 166.43 feet to a point;
- S 03° 38' 58" E, a distance of 51.10 feet to a point;
- S 21° 29' 00" W, a distance of 91.03 feet to a point;
- S 02° 53' 53" E, a distance of 125.17 feet to a point;
- S 38° 35' 15" W, a distance of 129.26 feet to a point;
- S 56° 21' 37" W, a distance of 68.97 feet to a point;
- S 38° 53' 15" W, a distance of 66.46 feet to a point;

S 32° 23' 46" E, a distance of 27.35 feet to a point;
S 41° 06' 49" W, a distance of 105.57 feet to a point;
S 66° 15' 48" W, a distance of 79.75 feet to a point;
S 47° 25' 39" E, a distance of 26.43 feet to a point;
S 25° 50' 57" E, a distance of 72.62 feet to a point;
S 01° 46' 05" W, a distance of 84.59 feet to a point;
S 07° 41' 03" W, a distance of 216.01 feet to a point;
S 49° 25' 03" W, a distance of 50.34 feet to a point;
S 38° 36' 18" W, a distance of 45.17 feet to a point;
S 86° 18' 53" E, a distance of 70.20 feet to a point;
S 25° 53' 12" W, a distance of 321.35 feet to a point;
S 25° 44' 32" W, a distance of 97.86 feet to a point;
S 23° 43' 19" W, a distance of 495.31 feet to a point;
S 25° 01' 31" W, a distance of 121.07 feet to a point;
S 23° 21' 37" W, a distance of 154.85 feet to a point;
S 77° 22' 42" W, a distance of 89.40 feet to a point;
S 79° 25' 07" W, a distance of 235.76 feet to a point;
S 87° 17' 00" W, a distance of 32.50 feet to a point;
S 69° 45' 15" W, a distance of 45.76 feet to a point;
N 25° 06' 44" W, a distance of 179.29 feet to a point;
S 58° 27' 57" W, a distance of 142.15 feet to a point;
N 54° 13' 13" W, a distance of 155.78 feet to a point;
S 85° 44' 58" W, a distance of 160.67 feet to a point;
S 74° 20' 20" W, a distance of 48.26 feet to a point;
N 26° 47' 32" W, a distance of 50.00 feet to a point;
S 63° 12' 28" W, a distance of 200.94 feet to a point;
N 21° 33' 41" W, a distance of 358.99 feet to a point;
N 50° 24' 30" E, a distance of 173.06 feet to a point;
N 36° 26' 58" E, a distance of 239.95 feet to a point;
N 04° 40' 12" E, a distance of 225.93 feet to a point;
N 03° 31' 29" W, a distance of 306.35 feet to a point;
N 06° 25' 59" E, a distance of 328.35 feet to a point;
N 05° 42' 52" W, a distance of 311.17 feet to a point;
N 74° 52' 39" W, a distance of 515.75 feet to a point;
N 05° 48' 22" W, a distance of 86.20 feet to a point;
N 77° 50' 59" W, a distance of 93.03 feet to a point;
N 76° 38' 32" W, a distance of 28.93 feet to a point;

N 79° 29' 25" W, a distance of 161.89 feet to a point;
N 79° 11' 56" W, a distance of 217.18 feet to a point;
N 78° 19' 50" W, a distance of 143.05 feet to a point;
N 82° 18' 10" W, a distance of 181.05 feet to a point;
N 80° 28' 20" W, a distance of 165.43 feet to a point;
N 73° 13' 34" W, a distance of 29.82 feet to a point;
N 89° 12' 43" W, a distance of 42.36 feet to a point;
N 46° 01' 40" W, a distance of 217.22 feet to a point;
N 46° 30' 40" W, a distance of 123.50 feet to a point;
N 35° 40' 03" W, a distance of 169.69 feet to a point;
N 44° 19' 56" W, a distance of 134.00 feet to a point;
N 59° 36' 54" W, a distance of 56.76 feet to a point;
N 51° 34' 57" W, a distance of 159.35 feet to a point;
N 31° 38' 08" W, a distance of 59.45 feet to a point;
N 49° 05' 13" W, a distance of 181.85 feet to a point;
N 39° 57' 32" W, a distance of 299.11 feet to a point;
N 50° 26' 10" E, a distance of 177.97 feet to a point;
N 52° 11' 19" E, a distance of 280.28 feet to a point;
N 48° 00' 25" E, a distance of 178.97 feet to a point;
N 85° 50' 40" E, a distance of 103.72 feet to a point;
N 44° 39' 51" E, a distance of 545.55 feet to a point;
N 39° 46' 38" E, a distance of 507.48 feet to a point;
N 42° 41' 25" E, a distance of 580.14 feet to a point;
S 27° 02' 20" E, a distance of 639.72 feet to a point;
S 73° 46' 46" E, a distance of 575.68 feet to a point;
N 12° 54' 21" E, a distance of 257.97 feet to a point;
N 45° 58' 28" E, a distance of 103.56 feet to a point;
N 54° 11' 31" E, a distance of 13.98 feet to a point;
N 42° 42' 11" E, a distance of 49.18 feet to a point;
N 10° 45' 40" E, a distance of 80.58 feet to a point;
N 12° 58' 32" E, a distance of 76.02 feet to a point;
N 33° 29' 55" E, a distance of 76.82 feet to a point;
N 14° 48' 44" E, a distance of 126.74 feet to a point;
N 33° 28' 50" E, a distance of 148.07 feet to a point;
N 74° 38' 38" E, a distance of 137.68 feet to a point;
N 15° 43' 57" E, a distance of 202.40 feet to a point;
N 37° 23' 21" E, a distance of 116.50 feet to a point;

N 81° 38' 28" E, a distance of 89.93 feet to a point;

N 49° 09' 28" E, a distance of 125.46 feet to a point;

N 30° 12' 08" E, a distance of 74.53 feet to a point;

N 46° 05' 24" E, a distance of 96.39 feet to a point;

N 61° 32' 33" E, a distance of 20.29 feet to a point;

S 30° 57' 44" E, a distance of 935.47 feet to a point;

N 83° 59' 30" E, a distance of 754.03 feet to the point and place of beginning.

Said Parcel contains 13,135,116.14 S.F. (301.5 Acres) and is shown on a map or plan entitled, "LAND TO BE CONVEYED TO DARROW POND, L.L.C. FROM NEW ENGLAND NATIONAL MOSTOWY ROAD EAST LYME, CONNECTICUT DATED 4/05/05, REVISED 5/5/05 BY J. ROBERT PFANNER & ASSOCIATES, P.C."

Said Parcel is conveyed together with the right to pass and repass as well as the right to improve such area for the purposes of providing passage over that certain piece or parcel of land shown as "Driveway Easement Area on a map or plan entitled "NIANTIC REAL ESTATE, LLC EAST LYME, CONNECTICUT, APRIL 10, 2004 REVISED THROUGH JULY 10, 2004 SHEETS SD2 AND SD3; J. ROBERT PFANNER & ASSOCIATES, P.C. CIVIL ENGINEERS & LAND SURVEYORS".

Town of



East Lyme

P.O. Drawer 519

Department of Planning &
Inland Wetlands

*Gary A. Goeschel II, Director of Planning /
Inland Wetlands Agent*

108 Pennsylvania Ave
Niantic, Connecticut 06357

Phone: (860) 691-4114

Fax: (860) 860-691-0351

August 8, 2013

Robert Blatt, Managing Member
Niantic Real Estate, LLC
c/o Jeffery A. Torrance
P.O. Box 452
East Lyme, CT 06333

RE: Nottingham Hills Phase IIA Subdivision Clarification- Clearing of the 25-foot Right-Of-Way for Pedestrian Access to Dedicated Open Space.

Dear Mr. Torrance,

The East Lyme Planning Commission at a regular meeting held on Tuesday, August 6, 2013, at the East Lyme Town Hall, 108 Pennsylvania Avenue, Niantic, Connecticut, found that in consideration of the Town of East Lyme's purchase of the Darrow Pond parcel and in consideration of the proposed 200±-acre conservation easement over said parcel, the residents of the Nottingham Hills Subdivision will most likely have continued public access to the Open Space provided as part of the Nottingham Hills Phase IIA Subdivision. As such, clearing the 25-foot right-of-way initially intended to provide access to said open space is no longer necessary.

If you have any further questions please do not hesitate to contact the Director of Planning at (860) 691-4105 or visit the East Lyme Planning Department.

Sincerely,

Gary A. Goeschel, II
Director of Planning/
Inland Wetlands Agent

Cc: Paul M. Formica, First Selectman
William Mulholland, Zoning Official
William Scheer, Public Works
Joseph Smith, Chief Building Official
Kristin Wainright, Esq.
Robert Tobin, Esq.
File