

NOTTINGHAM HILLS SUBDIVISION

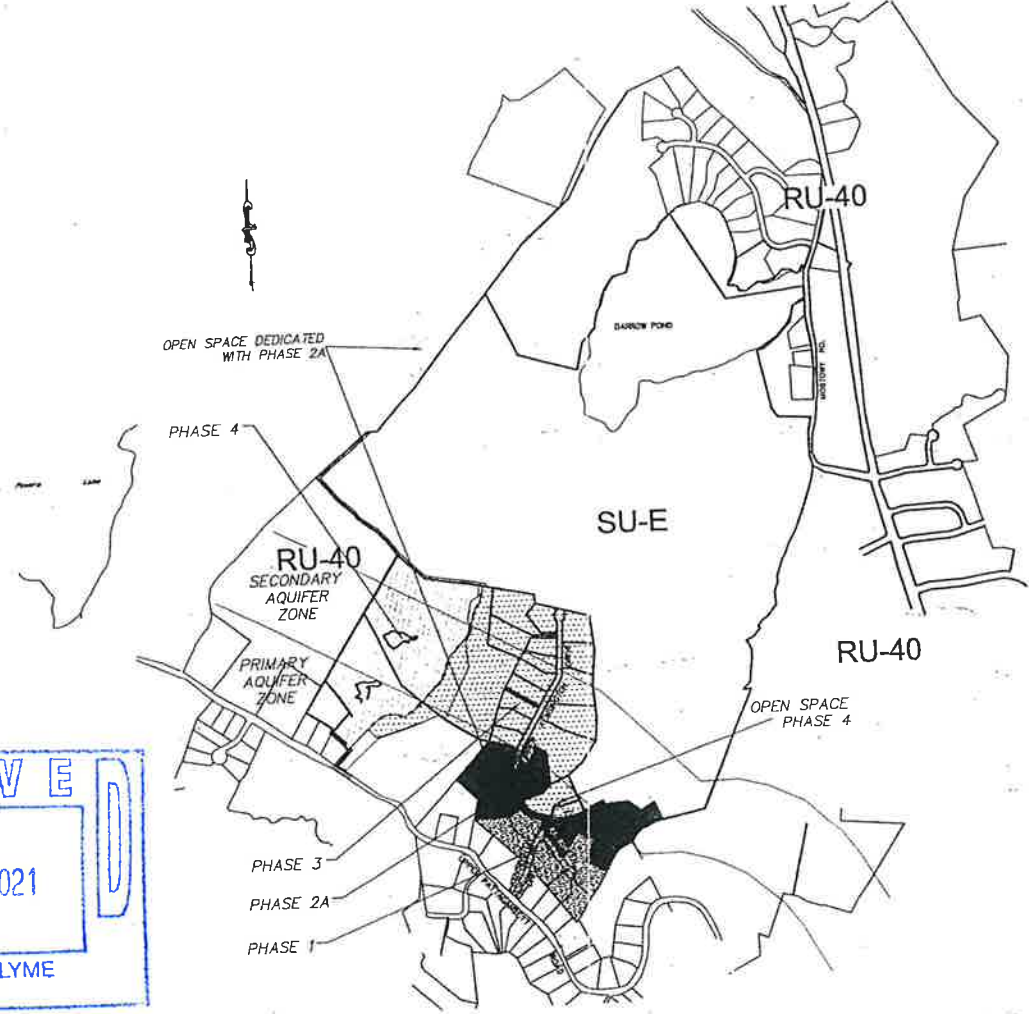
PHASE 4

EAST LYME, CONNECTICUT

PAGE NO.	DESCRIPTION
SD1	COVER SHEET
SD2	LOT LAYOUT 20 & 32
SD3	LOT LAYOUT 29
SD4	GRADING AND E&S PLAN 20 & 32
SD5	GRADING AND E&S PLAN 29

LEGEND

	DEEP TEST HOLE
	PERCOLATION TEST
	IRON PIN TO BE SET
	MONUMENT TO BE SET
	EXISTING CONTOUR
	PROPOSED CONTOUR
	BUILDING LINE
	WATER LINE
	UTILITIES (PHONE, ELEC, CABLE TV, ETC.)
	PROPOSED SEWER LINE
	FOUNDATION DRAIN
	UTILITY POLE
	EXISTING SPOT ELEV.
	PROPOSED SPOT ELEV.
	TREE LINE / LIMITS OF CLEARING
	F.F. FINISH FIRST FLOOR
	F.B.F. FINISH BASEMENT FLOOR
	G.F. FINISH GARAGE FLOOR
	WETLANDS FLAG
	EXISTING WOODS ROAD
	SILT FENCE
	POSSIBLE HOUSE LOCATION
	GUARD RAIL
	SOIL TYPE DELIMITATION
	SOIL TYPE
	SHADE TREE TO BE PLANTED
	LIMIT WETLANDS REVIEW AREA
	CATCH BASIN



RECEIVED
OCT 26 2021
 TOWN OF EAST LYME
 LAND USE

SITE LOCATION MAP
SCALE 1" = 800'

LOT#	MIN LOT AREA (SQ)	AREA PROVIDED	FRONTAGE		MIN AREA OF BUILDABLE LAND		
			REQ'D	PROVIDED	WETLANDS % OF MABL	SLOPES>25% % OF MABL	% EASEMENT
20	40,000	1,437,367.39 S.F.	25 FT	25.00 FT	0	0	0
29	40,000	1,324,96.04 S.F.	25 FT	326.11 FT	0	0	0
37	40,000	654,536.89 S.F.	25 FT	88.86 FT	0	0	0

ZONING COMPLIANCE CHART

ZONE = RU-40(CLUSTER/OPEN SPACE)	
MINIMUM LOT SIZE	REQUIRED
MINIMUM FRONTAGE	40,000 S.F.
MINIMUM FRONT YARD	100 FT.
MINIMUM SIDE YARD	20 FT.
MINIMUM REAR YARD	15 FT.
MINIMUM REAR YARD	30 FT.
MAXIMUM BUILDING COVERAGE	15 %
MAXIMUM BUILDING HEIGHT	30 FT.

NOTES

- THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF THE CONNECTICUT STATE AGENCIES SECTIONS 20-300B-1 THROUGH 20-300B-20 AND THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. IT IS AN ORIGINAL SURVEY BASED ON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2. IT IS INTENDED FOR SUBDIVISION APPROVAL.
- ELEVATION BASED ON NGVD 29 DATUM. TOPOGRAPHY FROM FIELD MEASUREMENTS AND AERIAL SURVEY CONFORMING TO CLASS T-3 TOPOGRAPHIC SURVEY ACCURACY.
- THIS SITE IS LOCATED IN A RU-40 ZONE.
- EACH LOT IS TO BE SERVICED BY INDIVIDUAL ON SITE SEWAGE DISPOSAL AND ON SITE WELL.
- TOTAL AREA OF ALL PHASE IS = 111.69 AC.
- POSSIBLE BUILDING, SEPTIC SYSTEM AND DRIVEWAYS ARE SHOWN TO DEPICT SITE ADEQUACY ONLY. FINAL LOCATION WILL BE DETERMINED AT THE TIME OF BUILDING PERMIT.
- ANY WORK WITHIN THE WETLANDS OR THE REGULATED UPLANDS OTHER THAN THAT SHOWN ON THIS MAP REQUIRES REVIEW BY THE EAST LYME CONSERVATION COMMISSION.
- OWNER OF RECORD: NEW ENGLAND NATIONAL LLC
P.O. BOX 609
EAST LYME, CT. 06333
- APPLICANT: NEW ENGLAND NATIONAL LLC C/O JEFF TORRANCE
P.O. BOX 452
EAST LYME, CT
- STONEWALLS AND WIRE FENCES MAY HAVE MINOR IRREGULARITIES BETWEEN PRINCIPAL COURSES SHOWN.
- WETLANDS MARKS AS DEPICTED HEREON ARE MARKED BY DON FORTUNATO CERTIFIED SOIL SCIENTIST.
- AREA OF OPEN SPACE DEDICATE FOR ALL PHASES OF THIS SUBDIVISION = 23.2 AC ALONG AUNT RUTH'S TURNPIKE. THIS AREA AND ROW TO THIS OPEN SPACE ARE NOT INCLUDED IN THE AREA OF THE SUBDIVISION, AND 19.24 AC OF CONSERVATION EASEMENT WHICH AREA IS INCLUDED IN THE SUBDIVISION.
- THE USE OF PASSIVE SOLAR ENERGY TECHNIQUES HAVE BEEN CONSIDERED IN THE DESIGN OF THIS SUBDIVISION. THE SITE HAS BEEN DESIGNED TO TAKE ADVANTAGE OF THE NATURAL SLOPES TO ALLOW HOMES IN A SUBSTANTIAL PORTION OF THE SUBDIVISION TO HAVE DIRECT ACCESS TO PREVAILING BREEZES DURING SUMMER MONTHS. IN ADDITION, THE PUBLIC ROAD HAS BEEN DESIGNED TO FOLLOW THE CONTOURS OF THE LAND AND THEREFORE NOT DISRUPT THE NATURAL WIND PATTERNS. FINALLY, TO THE EXTENT POSSIBLE ALL NATURAL VEGETATION HAS BEEN MAINTAINED.
- JEFF TORRANCE UPPER PATTAGANSETT ROAD IS THE INDIVIDUAL RESPONSIBLE FOR INSTALLATION, MONITORING AND CORRECTION OF ALL E&S MEASURES.
- THE INLAND WETLANDS AGENCY HAS APPROVED PROPOSED LOT 29 AS A BUILDING LOT WITH THE CONDITION THAT A PERMIT BE OBTAINED PRIOR TO ANY CONSTRUCTION ACTIVITY FROM THE AGENCY OR ITS AGENT.
- PERMANENT MARKERS ARE TO BE PLACED ALONG THE BOUNDARY OF THE CONSERVATION EASEMENT.
- NOTIFY CONSERVATION OFFICER AT LEAST 2 DAYS PRIOR TO CONSTRUCTION TO INSPECT EROSION CONTROLS.
- NOTIFY CONSERVATION OFFICER AT THE COMPLETION OF PERMIT FOR FINAL INSPECTION AND SIGN OFF.
- ANY ADDITIONAL WORK BEYOND WHAT IS SHOWN ON PLANS WITHIN THE WETLANDS OR 100' UPLAND REVIEW AREA WILL REQUIRE APPROVAL FROM THE CONSERVATION COMMISSION OR ITS CERTIFIED AGENT.
- ENGINEERED SEPTIC SYSTEMS WILL BE REQUIRED ON ALL LOTS.
- PHASE 4 FALLS ENTIRELY WITHIN FLOOD ZONE C (AREAS OF MINIMAL FLOODING).
- THE CONSTRUCTION OF OR BONDING OF THE STORMWATER DETENTION BASINS/SWALES SHALL BE COMPLETED PRIOR TO RECEIVING A BUILDING PERMIT FOR EACH LOT.
- THE DESIGN OR LOCATION OF THE DETENTION STRUCTURE PROPOSED ON EACH LOT MAY BE MODIFIED TO ACCOMMODATE THE OVERALL VOLUME FINAL LOT CONFIGURATION AND EXISTING CONDITIONS AT THE TIME OF CONSTRUCTION PROVIDED THE OVERALL VOLUME OF THE DETENTION AND FUNCTIONALITY IS MAINTAINED WITH THE MODIFICATIONS AND SUCH MODIFICATIONS ARE SATISFACTORY TO THE TOWN ENGINEER. ACCORDING TO THE APPLICANT, IT IS UNDERSTOOD THAT THE OWNER(S) OF EACH LOT IN THE SUBDIVISION, SHALL BE RESPONSIBLE FOR THE STORMWATER MANAGEMENT SYSTEM.

FILED IN EAST LYME TOWN
CLERK'S OFFICE
10/15/2021 9:40 AM
Esther Bullman
EAST LYME TOWN CLERK

SURVEY NOTES

- MAP REFERENCES:
 - PLAN OF PROPERTY TO BE CONVEYED BY J.C. PENNEY COMPANY, INC IN THE TOWN OF EAST LYME, CONN. SCALE 1" = 100' DATED JUNE 23, 1989 BY CHANDLER, PALMER & KING NORWICH, CONN.
 - PROPERTY SURVEY LAND OF SONIA ZAMMATARO JOANNA McCAFFREY AND STEPHEN SAWITZKI TO BE CONVEYED TO NIANTIC REALTY LLC EAST LYME CONNECTICUT DATED 5-13-02 SCALE 1" = 150'
 - BY ANCHOR ENGINEERING SERVICES, INC. GLASTONBURY CT.
 - PROPERTY SURVEY PREPARED FOR LEWIS B. BULL UPPER PATTAGANSETT ROAD EAST LYME, CONNECTICUT, SCALE 1" = 40' DATED JAN. 89 BY JOHN KOPKO JR. & ASSOCIATES, INC.
 - BOUNDARY SURVEY 191 UPPER PATTAGANSETT ROAD EAST LYME, CT. PROPERTY OF LEWIS S. & JEAN E. BULL, SCALE 1" = 100' DATED DEC. 10, 1996 BY DAVID COONROD L.L.S.
 - NOTTINGHAM HILLS SUBDIVISION NIANTIC REAL ESTATE, LLC, BOUNDARY PLAN, SCALE 1" = 100' DATED MAY 4, 2001 REV. THRU 11-30-01 BY ANCHOR ENGINEERING SERVICES, INC.
 - SUBDIVISION PLAN 2 LOT SUBDIVISION PREPARED FOR TORRANCE FAMILY LMIYED PARTNERSHIP KENSINGTON DRIVE EAST LYME, CONNECTICUT DATED 4-30-03, REVISED THRU 5-23-03, SCALE 1" = 50' BY ANCHOR ENGINEERING SERVICES, INC.
 - LOT LINE REVISION LOT 7 NOTTINGHAM HILLS SUBDIVISION PREPARED FOR NIANTIC REAL ESTATE, LLC KENSINGTON DRIVE EAST LYME, CONNECTICUT DATED 3-28-03, REVISED THRU 5-6-03, SCALE 1" = 40' BY ANCHOR ENGINEERING SERVICES, INC.
 - LAND TO BE CONVEYED TO NIANTIC REAL ESTATE LLC FROM ROBERT A. BLATT UPPER PATTAGANSETT ROAD EAST LYME CONNECTICUT SCALE 1" = 100' DATED 10-23-03 BY J. ROBERT PFANNER & ASSOCIATES P.C.
- NORTH IS CONNECTICUT GRID SYSTEM NAD 27
- ELEVATIONS ARE FROM AERIAL SURVEY BASED ON NGVD 29

Erosion and Sedimentation Control Plan Certified
by vote of the East Lyme Planning Commission on
11/16/2010
Date
Michael N. ...
Chairman or Secretary
Planning Commission

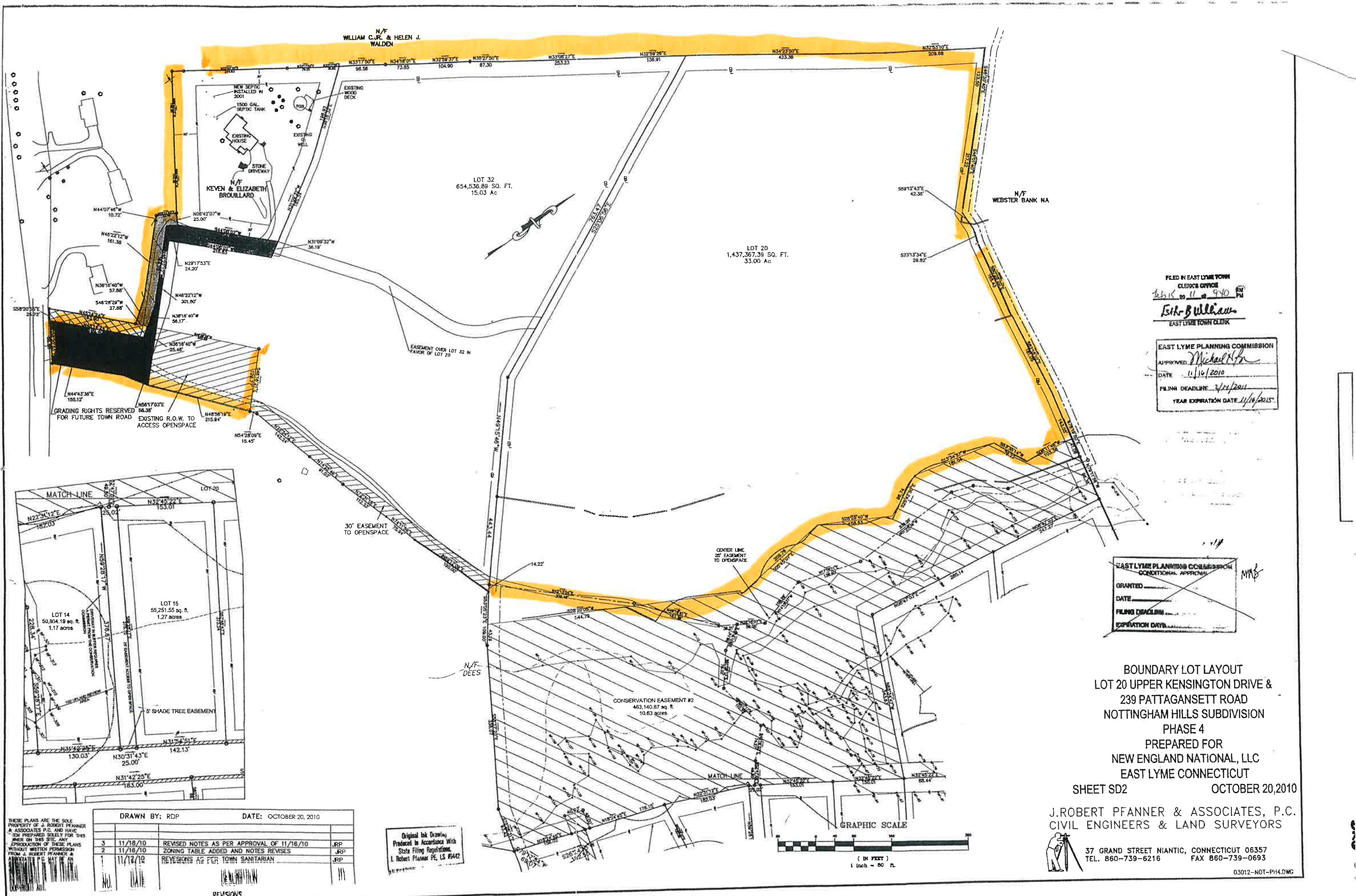
EAST LYME PLANNING COMMISSION
APPROVED *Michael N. ...*
DATE: 11/16/2010
FILING DEADLINE 2/11/2011
YEAR EXPIRATION DATE 11/14/2015

NOTTINGHAM HILLS RESUBDIVISION
PHASE 4
NEW ENGLAND NATIONAL, LLC
East Lyme, Connecticut
SHEET SD1
OCTOBER 20, 2010

J.ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS

37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL. 860-739-6216 FAX 860-739-0693
03012-NOT-PH4

THIS MAP AND SURVEY CONFORMS TO A CLASS A-2 SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS SUBSTANTIALLY CORRECT AS NOTED HEREON (SEE NOTE 1).
Robert Pfanner
ROBERT PFANNER PE, LS No. 9442



FILED IN EAST LYME TOWN
CLERK'S OFFICE
2010 11 16 940 PM
Esther Williams
EAST LYME TOWN CLERK

EAST LYME PLANNING COMMISSION
APPROVED: *Michael H...*
DATE: 11/16/2010
FILING DEADLINE: 2/11/2011
YEAR EXPIRATION DATE: 11/16/2015

~~EAST LYME PLANNING COMMISSION
CONDITIONAL APPROVAL
GRANTED
DATE
FILING DEADLINE
EXPIRATION DATE~~ MMB

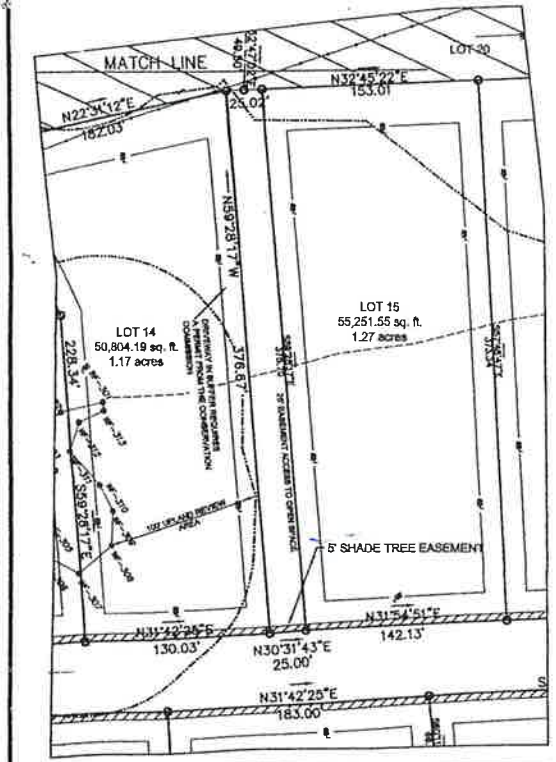
BOUNDARY LOT LAYOUT
LOT 20 UPPER KENSINGTON DRIVE &
239 PATTAGANSETT ROAD
NOTTINGHAM HILLS SUBDIVISION
PHASE 4
PREPARED FOR
NEW ENGLAND NATIONAL, LLC
EAST LYME CONNECTICUT
SHEET SD2 OCTOBER 20, 2010

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS



37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL. 860-739-6216 FAX 860-739-0693

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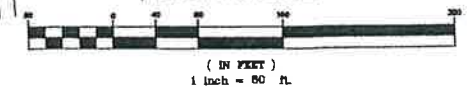


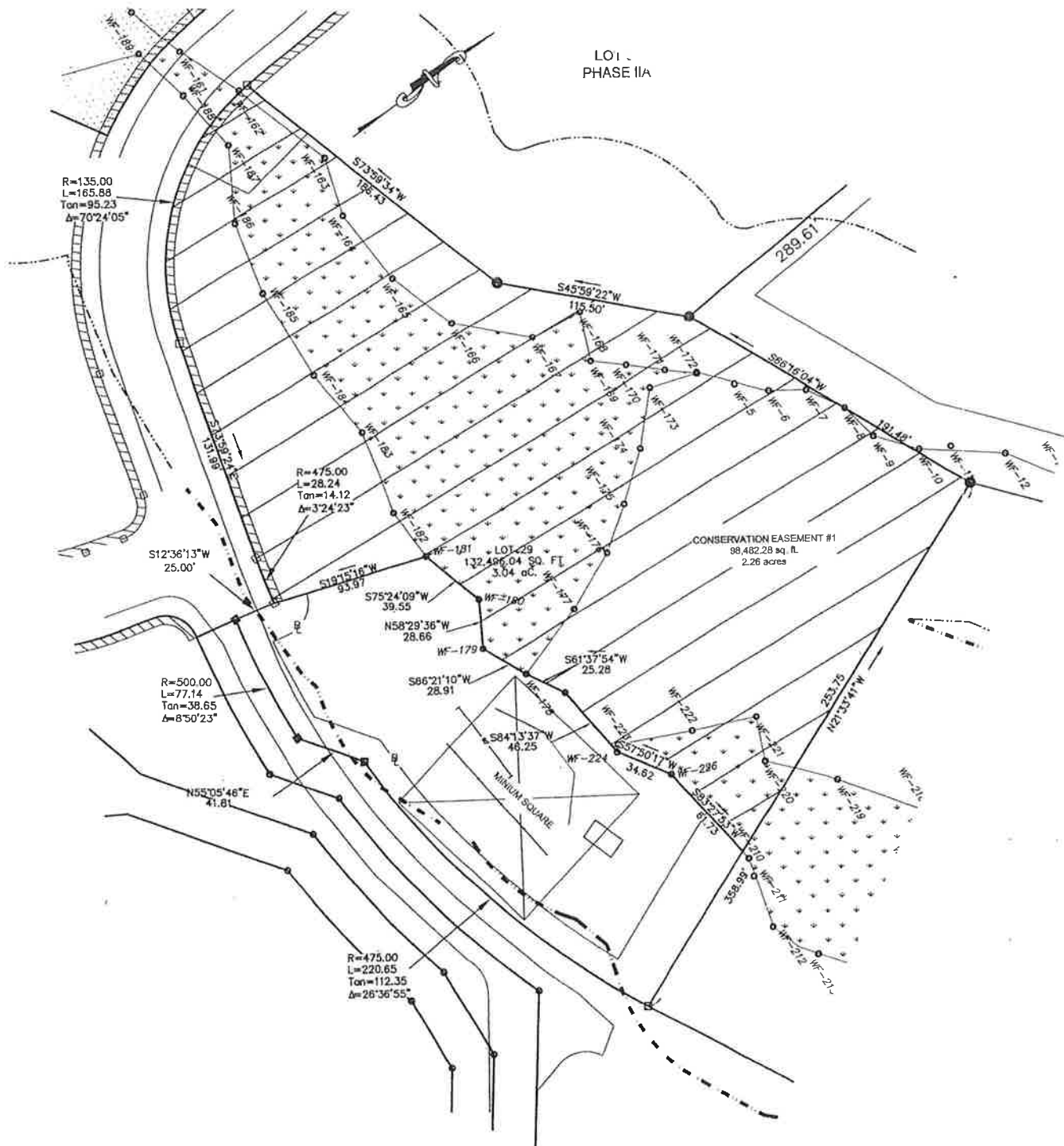
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NO.	DATE	REVISIONS	BY
3	11/18/10	REVISED NOTES AS PER APPROVAL OF 11/16/10	JRP
2	11/16/10	ZONING TABLE ADDED AND NOTES REVISED	JRP
1	11/12/10	REVISIONS AS PER TOWN SANITARIAN	JRP

REVISIONS

Original Ink Drawing
Printed in Accordance With
State Filing Regulations
J. Robert Pfanner PE, LS #5442





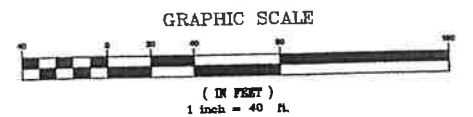
- TEST PIT 1A
 0 - 9" DARK BROWN TOPSOIL
 9 - 32" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 32-39" MEDIUM BROWN FINE SILTY LOAM
 39-64" GREY MIX SANDY LOAM W/ SILTY LOAM
 64-85" DARK GREY MEDIUM SILTY LOAM WET
 NO LEDGE, MOTTLING @ 39"
- TEST PIT 2A
 0 - 7" DARK BROWN TOPSOIL
 7 - 21" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 21-42" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
 42-61" GREY MIX SANDY LOAM W/ SILTY LOAM
 61-95" DARK GREY MEDIUM SILTY LOAM MOIST
 NO LEDGE, MOTTLING @ 21"
- TEST PIT 3A
 0 - 7" DARK BROWN TOPSOIL
 7 - 29" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 29-42" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
 42-64" GREY MIX SANDY LOAM W/ SILTY LOAM
 64-87" DARK GREY MEDIUM SILTY LOAM MOIST
 NO LEDGE, MOTTLING @ 21"
- TEST PIT 4A
 0 - 6" DARK BROWN TOPSOIL
 6 - 27" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 27-42" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
 42-70/77" DARK GREY MEDIUM SILTY LOAM MOIST
 NO LEDGE, MOTTLING @ 27"
- TEST PIT 5A
 0 - 6" DARK BROWN TOPSOIL
 6 - 26" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 26-45" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
 45-78" DARK GREY MEDIUM SILTY LOAM MOIST
 NO LEDGE, MOTTLING @ 27"
- TEST PIT 6A
 0 - 6" DARK BROWN TOPSOIL
 6 - 23" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 23-31" MEDIUM SAND W/ ROCK
 31-48" GREY MIX FINE SILTY LOAM POCKETS MED SAND
 48-84" DARK GREY MEDIUM SILTY LOAM W/ROCK
 NO LEDGE, MOTTLING @ 31"
- TEST PIT 7A
 0 - 8" DARK BROWN TOPSOIL
 7 - 26" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 26-58" MEDIUM BROWN/GRAY FINE-MEDIUM SANDY LOAM W/ROCK
 LEDGE 58-62", MOTTLING @ 26", WATER @ 52"
- TEST PIT 8A
 0 - 7" DARK BROWN TOPSOIL
 7 - 24" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 24-48/60" MEDIUM SAND W/ROCK
 48-90" GREY FINE SILTY LOAM W/ POCKETS MED. SAND
 NO LEDGE, MOTTLING @ 48" WATER @ 90"
- TEST PIT 9A
 0 - 6" DARK BROWN TOPSOIL
 6 - 24" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 24-40" TAN MEDIUM SAND W/ ROCK
 40-56" GREY FINE SILTY LOAM W/POCKETS MEDIUM SAND
 56-96" DARK GREY WET SILTY LOAM
 NO LEDGE, MOTTLING @ 40", WATER @ 96"
- TEST PIT 10A
 0 - 6" DARK BROWN TOPSOIL
 6 - 32" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 32-40" GREY FINE SILTY LOAM
 32-49/67" TAN ROTTEN/BROKEN ROCK AND SAND
 LEDGE @ 49-67", MOTTLING @ 32"
- TEST PIT 11A
 0 - 6" DARK BROWN TOPSOIL
 6 - 24" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 24-41" TAN MEDIUM SAND W/ GRAVEL
 41-80" GREY MEDIUM SILTY LOAM W/ ROCK
 80-94" GREY MEDIUM SILTY LOAM W/ ROCK
 NO LEDGE, MOTTLING @ 41", WATER @ 94"
- TEST PIT 12A
 0 - 6" DARK BROWN TOPSOIL
 6 - 30" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 30-36/48" TAN MEDIUM SAND W/ GRAVE
 LEDGE @ 36-48,
- TEST PIT 13A
 0 - 8" DARK BROWN TOPSOIL
 8 - 29" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 29-56" GREY FINE SILTY LOAM
 56-79" GREY WET SANDY LOAM
 LEDGE @ 87", MOTTLING @ 29", WATER @ 79"
- TEST PIT 14A
 0 - 7" DARK BROWN TOPSOIL
 7 - 26" ORANGE BROWN FINE-MEDIUM SANDY LOAM
 26-44" GREY FINE SILTY LOAM
 44-85" GREY WET SANDY LOAM
 NO LEDGE, MOTTLING @ 26", WATER @ 85"
- TEST PIT OS02
 0 - 8" DARK BROWN TOPSOIL
 8 - 35" YELLOW BROWN FINE SANDY LOAM
 35-84" LIGHT GREY VERY FINE SANDY LOAM
 NO LEDGE, MOTTLING @ 35"
- TEST PIT OS01
 0 - 8" DARK BROWN TOPSOIL
 8 - 35" YELLOW BROWN FINE SANDY LOAM
 35-47" LIGHT GREY VERY FINE SANDY LOAM
 47-56" GREY ORANGE ROTTEN ROCK
 56-86" LIGHT GREY VERY FINE SANDY LOAM
 NO LEDGE, MOTTLING @ 35"
- TEST PIT OS03
 0 - 7" DARK BROWN TOPSOIL
 8 - 34" YELLOW BROWN FINE SANDY LOAM
 34-84" LIGHT GREY VERY FINE SANDY LOAM
 NO LEDGE, MOTTLING @ 34"

LOT #	PERC RATE	SLOPE	MAX. GW	FF	PF	MLSS
20	6.6	16	34	2.0	1.2	43.2
29	8.0	16	32	2.0	1.2	43.2
32	10.0	18	27	2.0	1.2	48.0

FILED IN EAST LYME TOWN
 CLERK'S OFFICE
 Feb 11 20 11 AM 9 40 PM
Edith B. Williams
 EAST LYME TOWN CLERK

EAST LYME PLANNING COMMISSION
 APPROVED: *Michael K. H...*
 DATE: 11/16/2010
 FILING DEADLINE: 2/17/2011
 YEAR EXPIRATION DATE: 11/16/2015

BOUNDARY LOT LAYOUT
 UPPER KENSINGTON DRIVE
 NOTTINGHAM HILLS SUBDIVISION
 PHASE 4
 NEW ENGLAND NATIONAL, LLC
 East Lyme, Connecticut
 SHEET SD3 OCTOBER 20, 2010



J. ROBERT PFANNER & ASSOCIATES, P.C.
 CIVIL ENGINEERS & LAND SURVEYORS
 37 GRAND STREET NIANTIC, CONNECTICUT 06357
 TEL. 860-739-6216 FAX 860-739-0693
 03012-NOTT-PH3

Original Ink Drawing
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 J. Robert Pfanner P.E. LS #9442

NO.	DATE	DESCRIPTION	BY
DRAWN BY: JRP DATE: 10/20/10			
3	11/18/10	REVISED NOTES AS PER APPROVAL OF 11/16/10	JRP
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REVISIONS			



N/F
KEVEN & ELIZABETH
BROUILLARD

42.07' W

5.5' E

LOT 32

LOT 20

RETENTION ROND
1320 CF

75' WELL RADIUS

PROPOSED HOUSE

RESERVE AREA

PRIMARY AREA

RETENTION POND
VOL 1000 CF

30' EASEMENT
TO OPENSACE

FILED IN EAST LYME TOWN
CLERK'S OFFICE
11/15/10 9:43 AM
Esther B. Wilshaw
EAST LYME TOWN CLERK

EAST LYME PLANNING COMMISSION
APPROVED: *Michael N. B.*
DATE: 11/16/2010
FILING DEADLINE: 2/14/2011
YEAR EXPIRATION DATE: 11/16/2015

GRADING AND E&S PLAN LOT 20&32
LOT 20 UPPER KENSINGTON DRIVE &
239 PATTAGANSETT ROAD
NOTTINGHAM HILLS SUBDIVISION
PHASE 4
PREPARED FOR
NEW ENGLAND NATIONAL, LLC
EAST LYME CONNECTICUT
SHEET SD4 OCTOBER 20, 2010

J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS



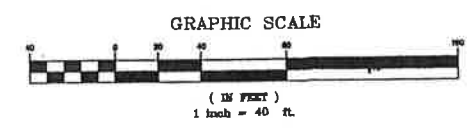
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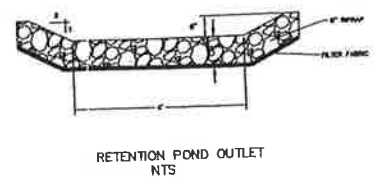
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DRAWN BY: RDP		DATE: OCTOBER 20, 2010	
NO.	DATE	DESCRIPTION	BY
3	11/18/10	REVISED NOTES AS PER APPROVAL OF 11/16/10	JRP
2	11/15/10	ZONING TABLE ADDED AND NOTES REVISED	JRP
1	11/12/10	REVISIONS AS PER TOWN SANITARIAN	JRP

Original ink Drawing
Produced in accordance with
State Filing Regulations.
J. Robert Pfanner PE, LS #0442





TEST ON 2/29/09
LEDGE LIGHT HEALTH DISTRICT
Ryan McComman RS

TEST PIT 1A
0 - 9" DARK BROWN TOPSOIL
9 - 32" ORANGE BROWN FINE-MEDIUM SANDY LOAM
32-39" MEDIUM BROWN FINE SILTY LOAM
39-54" GREY MIX SANDY LOAM W/ SILTY LOAM
54-85" DARK GREY MEDIUM SILTY LOAM WET
NO LEDGE, MOTTLING @ 39"

TEST PIT 2A
0 - 7" DARK BROWN TOPSOIL
7 - 21" ORANGE BROWN FINE-MEDIUM SANDY LOAM
21-42" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
42-61" GREY MIX SANDY LOAM W/ SILTY LOAM
61-95" DARK GREY MEDIUM SILTY LOAM MOIST
NO LEDGE, MOTTLING @ 21"

TEST PIT 3A
0 - 7" DARK BROWN TOPSOIL
7 - 29" ORANGE BROWN FINE-MEDIUM SANDY LOAM
29-42" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
42-64" GREY MIX SANDY LOAM W/ SILTY LOAM
64-87" DARK GREY MEDIUM SILTY LOAM MOIST
NO LEDGE, MOTTLING @ 21"

TEST PIT 4A
0 - 6" DARK BROWN TOPSOIL
6 - 27" ORANGE BROWN FINE-MEDIUM SANDY LOAM
27-42" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
42-70/77" DARK GREY MEDIUM SILTY LOAM MOIST
NO LEDGE, MOTTLING @ 27"

TEST PIT 5A
0 - 6" DARK BROWN TOPSOIL
6 - 26" ORANGE BROWN FINE-MEDIUM SANDY LOAM
26-45" MEDIUM BROWN FINE SILTY LOAM W/POCKETS MEDIUM SAND
45-78" DARK GREY MEDIUM SILTY LOAM MOIST
NO LEDGE, MOTTLING @ 27"

TEST PIT 6A
0 - 6" DARK BROWN TOPSOIL
6 - 23" ORANGE BROWN FINE-MEDIUM SANDY LOAM
23-31" MEDIUM SAND W/ ROCK
31-48" GREY MIX FINE SILTY LOAM POCKETS MED SAND
48-84" DARK GREY MEDIUM SILTY LOAM W/ROCK
NO LEDGE, MOTTLING @ 31"

TEST PIT 7A
0 - 8" DARK BROWN TOPSOIL
7 - 26" ORANGE BROWN FINE-MEDIUM SANDY LOAM
26-58" MEDIUM BROWN/GRAY FINE-MEDIUM SANDY LOAM W/ROCK
LEDGE 58-62", MOTTLING @ 26", WATER @ 52"

TEST PIT 8A
0 - 7" DARK BROWN TOPSOIL
7 - 24" ORANGE BROWN FINE-MEDIUM SANDY LOAM
24-48/60" MEDIUM SAND W/ROCK
48-90" GREY FINE SILTY LOAM W/ POCKETS MED. SAND
NO LEDGE, MOTTLING @ 48" WATER @ 90"

TEST-PIT 9A
0 - 6" DARK BROWN TOPSOIL
6 - 24" ORANGE BROWN FINE-MEDIUM SANDY LOAM
24-40" TAN MEDIUM SAND W/ ROCK
40-58" GREY FINE SILTY LOAM W/POCKETS MEDIUM SAND
58-96" DARK GREY WET SILTY LOAM
NO LEDGE, MOTTLING @ 40", WATER @ 96

TEST PIT 10A
0 - 6" DARK BROWN TOPSOIL
6 - 32" ORANGE BROWN FINE-MEDIUM SANDY LOAM
32-40" GREY FINE SILTY LOAM
40-58" TAN ROTTEN/BROKEN ROCK AND SAND
LEDGE @ 49-67", MOTTLING @ 32"

TEST PIT 11A
0 - 8" DARK BROWN TOPSOIL
8 - 24" ORANGE BROWN FINE-MEDIUM SANDY LOAM
24-41" TAN MEDIUM SAND W/ GRAVEL
41-60" GREY MEDIUM SILTY LOAM W/ ROCK
60-94" GREY MEDIUM SILTY LOAM W/ ROCK
NO LEDGE, MOTTLING @ 41", WATER @ 94

TEST PIT 12A
0 - 6" DARK BROWN TOPSOIL
6 - 30" ORANGE BROWN FINE-MEDIUM SANDY LOAM
30-36/48" TAN MEDIUM SAND W/ GRAVE
LEDGE @ 36-48,

TEST PIT 13A
0 - 8" DARK BROWN TOPSOIL
8 - 29" ORANGE BROWN FINE-MEDIUM SANDY LOAM
29-58" GREY FINE SILTY LOAM
58-79" GREY WET SANDY LOAM
LEDGE @ 87", MOTTLING @ 29", WATER @ 79

TEST PIT 14A
0 - 7" DARK BROWN TOPSOIL
7 - 26" ORANGE BROWN FINE-MEDIUM SANDY LOAM
26-44" GREY FINE SILTY LOAM
44-85" GREY WET SANDY LOAM
NO LEDGE, MOTTLING @ 26", WATER @ 85"

TEST ON 9/28/10
LEDGE LIGHT HEALTH DISTRICT
Ryan McComman RS

TEST PIT OS02
0 - 8" DARK BROWN TOPSOIL
8 - 35" YELLOW BROWN FINE SANDY LOAM
35-84" LIGHT GREY VERY FINE SANDY LOAM
NO LEDGE, MOTTLING @ 35"

TEST PIT OS01
0 - 8" DARK BROWN TOPSOIL
8 - 35" YELLOW BROWN FINE SANDY LOAM
36-47" LIGHT GREY VERY FINE SANDY LOAM
47-56" GREY ORANGE ROTTEN ROCK
56-96" LIGHT GREY VERY FINE SANDY LOAM
NO LEDGE, MOTTLING @ 35"

TEST PIT OS03
0 - 7" DARK BROWN TOPSOIL
8 - 34" YELLOW BROWN FINE SANDY LOAM
34-84" LIGHT GREY VERY FINE SANDY LOAM
NO LEDGE, MOTTLING @ 34"

SOIL TESTING ON 11/18/10
LEDGE LIGHT HEALTH DISTRICT
Ryan McComman RS

Test Hole 'Z'
0 - 5" dark topsoil friable with roots
5 - 29" yellow brown medium sandy loam friable with roots
28 - 36" orange medium sand w/rock loose
36 - 50" tan compact fine silty loam rock
50 - 91" dark grey medium silty loam w/rock
No ledge, no water, redoximorphic features @ 36" & 50"

Test Hole 'Y'
0 - 5" dark topsoil friable with roots
5 - 30" yellow brown medium sandy loam friable with roots
30 - 40" orange medium sand w/rock loose
40 - 79" dark grey medium silty loam w/rock firm
No ledge, no water, redoximorphic features @ 30" & 40"

Test Hole 'X'
0 - 3" dark topsoil friable with roots
3 - 26" yellow brown medium sandy loam friable with roots
26 - 39" orange brown medium silty sand w/rock firm
39 - 73" dark grey medium silty loam w/rock firm
No ledge, no water, redoximorphic features @ 26"

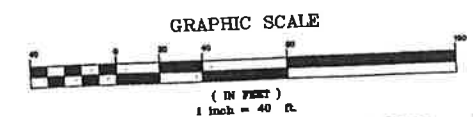
LOT #	PERC RATE	SLOPE	MAX. GW	FF	PF	MLSS
20	6.6	16	34	2.0	1.2	57.6
29	8.0	16	32	2.0	1.2	48.0
32	10.0	18	27	2.0	1.2	48.0

LOT	SEPTIC TANK SIZE	LENGTH TOP FED MANITS
20	1250	70'
29	1250	70'
32	1250	70'

EAST LYME PLANNING COMMISSION
APPROVED *Michael H.B.*
DATE 11/16/2010
FILING DEADLINE 2/14/2011
YEAR EXPIRATION DATE 11/16/2011

FILED IN EAST LYME TOWN
CLERK'S OFFICE
Feb 15 2011 9:40 AM
Esther B. Williams
EAST LYME TOWN CLERK

GRADING AND E&S PLAN LOT 29
UPPER KENSINGTON DRIVE
NOTTINGHAM HILLS SUBDIVISION
PHASE 4
NEW ENGLAND NATIONAL, LLC
East Lyme, Connecticut
SHEET SD5 OCTOBER 20,2010



J. ROBERT PFANNER & ASSOCIATES, P.C.
CIVIL ENGINEERS & LAND SURVEYORS
37 GRAND STREET NIANTIC, CONNECTICUT 06357
TEL 860-739-6216 FAX 860-739-0693
03012-NOTT-PH7

PERC. TEST BY J. ROBERT PFANNER & ASSOC. P.C.

PERC. TEST LOT 29	PERC. TEST LOT 20	PERC. TEST LOT 32
DATE 9/29/10 RUN BY RP DEPTH OF HOLE 30"	DATE 3/4/09 RUN BY RS DEPTH OF HOLE 30"	DATE 3/4/09 RUN BY RS DEPTH OF HOLE 28"
PRESOAK 11:00	PRESOAK 1:00	PRESOAK 10:00
TIME DISTANCE REFILL	TIME DISTANCE REFILL	TIME DISTANCE REFILL
1:00 10"	2:30 14"	11:40 11"
1:10 12 1/8" 2 1/8"	2:35 15 1/2" 1 1/2"	11:50 11 1/2" 2 1/2"
1:20 13 1/2" 1 3/8"	2:40 16 1/2" 1"	12:00 16" 2 1/2"
1:30 14 3/4" 1 1/4"	2:45 17 1/2" 3/4"	12:10 17" 1"
1:40 15 7/8" 1 1/8"	2:50 18 1/4" 3/4"	12:20 18" 1"
1:50 17" 1 1/8"	2:55 19" 3/4"	12:30 19" 1"
2:00 18 1/4" 1 1/4"	3:00 19 3/4" 3/4"	12:30 19" 1"
2:10 19 1/8" 1 1/8"	3:05 20 1/2" 3/4"	3:05 20" 1"

40. MIN./4.625 IN.=8.6 MIN/IN 20 MIN./3.0IN.=6.6 MIN/IN 40 MIN./4.0IN.=10.0 MIN/IN

DRAWN BY: JRP DATE: 10/20/10

NO.	DATE	DESCRIPTION	BY
4	11/29/10	SEPTIC TANK CHART REV AND TEST DATA ADDED	RDP
3	11/18/10	REVISED NOTES AS PER APPROVAL OF 11/18/10	JRP
2	11/18/10	ZONING TABLE ADDED AND NOTES REVISED	JRP
1	11/12/10	REVISIONS AS PER TOWN SANITARIAN	JRP

Original L.A. Drawing
Prepared in accordance with
State Filing Regulations.
J. Robert Pfanner PE, LS 09442

CORRECTED ASSIGNMENT OF DECLARANT RIGHTS

WHEREAS, NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY was a developer of a Subdivision known as Nottingham Hills; and

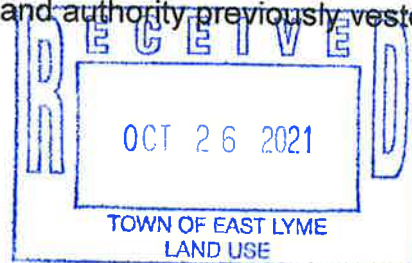
WHEREAS, in conjunction with said development, **NIAN TIC REAL STATE LIMITED LIABILITY COMPANY** prepared and recorded a Declaration of Covenants and Restrictions originally recorded at Volume 614, Page 424 of the East Lyme Land records; and

WHEREAS, said Covenants and Restrictions have been amended from time to time by the said Declarant including an Assignment of Declarant Rights to **NEW ENGLAND NATIONAL LLC** that was recorded at Vol. 802, Page 753 of the East Lyme Land Records; and

WHEREAS, as of the date hereof, the Declarant and the successor Declarant have conveyed substantially all of the lots and remaining undeveloped land in said subdivision to **ENGLISH HARBOUR ASSET MANAGEMENT LLC,** and

WHEREAS, pursuant to Paragraph O of said Declaration, a successor entity which shall receive the conveyance of all or substantially all the remaining unfinished lots shall be deemed the successor declarant with all the rights of the original Declarant in enforcing and/or amending said Declaration; and

NOW THEREFORE, in conjunction with said conveyance, **NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY** and **NEW ENGLAND NATIONAL LLC,** hereby assign their respective rights as Declarant to **ENGLISH HARBOUR ASSET MANAGEMENT LLC,** with all the powers, rights and authority previously vested in



ASSIGNMENT OF DECLARANT RIGHTS

1778

WHEREAS, NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY was a Developer of a Subdivision known as Nottingham Hills; and

WHEREAS, in conjunction with said development, NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY prepared and recorded a Declaration of Covenants and Restrictions originally recorded at Volume 614, Page 424 of the East Lyme Land Records; and

WHEREAS, said Covenants and Restrictions have been amended from time to time by the said Declarant; and

WHEREAS, as of the date hereof, the Declarant has conveyed substantially all the lots and remaining undeveloped lots in said subdivision to New England National, LLC; and

WHEREAS, pursuant to Paragraph O of said Declaration, a successor entity which shall receive the conveyance of all or substantially all the remaining unfinished lots shall be deemed the successor declarant with all the rights of the original Declarant in enforcing and/or amending said Declaration; and

WHEREAS, as of the date hereof, NEW ENGLAND NATIONAL, LLC, has received conveyance of substantially all the unfinished lots in said Subdivision;

NOW THEREFORE, in conjunction with said conveyance, NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY hereby assigns its rights as Declarant to NEW ENGLAND NATIONAL, LLC, with all the powers, rights and authority previously vested in NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY as the original Declarant.

Nothing herein shall be construed to eliminate the rights and liability of NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY to complete the existing public improvements and obtain and convey such improvements to the Town of East Lyme.

Dated at Niantic this 27th day of May, 2008.

NIAN TIC REAL ESTATE LIMITED LIABILITY COMPANY

By: Ann K. Torrance
Ann K. Torrance
Member/Manager



Recorded May 30 20 08
12:01 AM Esther J. Williams
East Lyme Town Clerk



2635

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
NIANTIC REAL ESTATE LIMITED LIABILITY COMPANY

This Declaration of Covenants and Restrictions is being imposed herewith by Niantic Real Estate Limited Liability Company (hereinafter referred to as "Declarant") and is intended to benefit and burden all lots as shown on the Subdivision Plan entitled Nottingham Hills Subdivision seven lot residential community in East Lyme, Connecticut, Owners: Torrance Family Limited Partnership, Developers: Niantic Real Estate Limited Liability Company, 197 Upper Pattagansett Road, East Lyme, Connecticut, Anchor Engineering Services, Inc., dated May 4, 2001 as revised through November 30, 2001 and each and every lot in said subdivision shall be conveyed subject to and together with the rights, obligations and restrictions as contained herein.

A. RESIDENTIAL USE:

Each lot shall be maintained and used solely and exclusively for a single family residence, including home professional pursuit not requiring regular visits from the public, together with one garage designed to accommodate no more than four automobiles. No aluminum or sheet metal outbuildings shall be erected on the lots.

B. APPROVALS:

No dwelling house or other structure shall be erected on any lot until the plans and specifications with the proposed site plan have been submitted to and approved by the Declarant as to exterior appearance, design and location of structure(s) on such lot, and a written permit issued by Declarant. The Declarant shall issue a notice of approval which shall identify the lot number, and a brief description of the dwelling so approved, which notice shall be recorded on the land records by the owner. Design shall be required to be in harmony with existing neighborhood structures and the natural terrain of the lot as graded in accordance with the subdivision plan. In addition to all other requirements set



forth herein, no log buildings or raised ranch style homes shall be approved on any lot. Each building erected on a lot shall have an exterior facade of cedar clapboard, cedar shingle, clay brick, natural stone or high-grade vinyl siding. All roofs to be architectural shingles.

C. TIME OF CONSTRUCTION:

When any dwelling shall be constructed on any lot, such construction shall be completed within one (1) year after construction was begun, and thereafter within 120 days of completion, all finished grading and landscaping shall be completed, weather permitting. Landscaping shall consist at minimum of four (4") inches of screened loam in areas of lawn and sufficient plantings in the front yard to screen foundation areas.

D. LIVING AREA:

The following shall be the minimum square feet of living area, per dwelling, exclusive of open porches, garages or basements:

2 story: 2,600 square feet.

1.5 story: 2,600 square feet.

1 story: 2,600 square feet minimum 8/12 roof pitch.

The square footage of bonus rooms over garages whether or not finished can be included in the total square footage calculation.

E. TEMPORARY STRUCTURES:

No structure of a temporary character shall be constructed on any lot either temporarily or permanently. No trailer, recreational vehicle, tent, shack, garage, hoop house or any outbuilding erected on any lot shall be used as a residence temporarily or permanently.

F. PROPERTY MAINTENANCE:

Each lot owner shall use the mailbox supplied by the Developer. If that mailbox is damaged or stolen, the property owner is required to replace it with the same model.

Each lot owner shall keep his/her lot and all improvements thereon in good order

and repair and free of debris. Lawns and yards shall be maintained in a neat and orderly appearance. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which shall be or which may become an annoyance or nuisance to the neighborhood. No basketball hoops or other sporting facilities shall be placed in the streets adjacent to lots. No high intensity lighting which shall shine outside the lot shall be permitted. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or waste shall be kept on any lot except in enclosed sanitary containers which are not visible outside of the dwelling house which has been constructed on the lot. No incinerators, dumpsters or other equipment for the disposal of such material shall be kept or maintained on any lot.

G. VEHICLES:

No trucks larger than three-quarter (3/4) ton in size, trailers, unregistered vehicles, which are not in working condition (except in an emergency), recreation vehicles (including motor and mobile homes), All Terrain vehicles, motorcycles, snowmobiles or unregistered boats shall be permitted on any lot, except for commercial trucks owned by third parties providing a commercial service to the owner of the lot or unless kept totally within the garage located on the lot. Registered boats kept outdoors shall be screened from view of the public streets with landscaping materials.

H. SIGNS:

No signs are permitted to be posted on any lot except for a SINGLE "For Sale" sign not to exceed two feet by two feet. Homeowners or their agents shall not use HOA property or the town rights of way for the placement of any signs. This shall not apply to the Declarant.

I. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision except that dogs, cats or household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No house-kept pigs of any kind

or animal husbandry shall be allowed.

J. SATELLITE DISHES, ET CETERA:

No device for the transmission or reception of radio or television signals shall be installed on any lot and no satellite dish transmission receivers shall be erected on any lot except that this paragraph shall not apply to satellite dish transmission receivers or similar devices not to exceed 24" in diameter which shall not be visible from the street.

K. UTILITIES:

All utilities shall be underground unless waived by the Declarant because of distance or other physical limitations. The Declarant, its successors and assigns, reserve an easement for the installation and maintenance of utilities on each lot prior to the time that a building permit is issued for the house constructed on that lot.

L. SWIMMING POOLS:

No above-ground swimming pools shall be permitted on any lot.

M. DRIVEWAYS:

All driveways shall be paved, block or cobblestone.

N. EXTERIOR CLOTHES LINES:

No exterior clothes or wash lines shall be permitted on any lot.

O. TERMINATION OF RIGHTS:

Declarant's right to approve plans as set forth in paragraph B hereof shall terminate upon the earliest to occur of the following: (i.) At such time as neither the Declarant nor any assignee of the rights of Declarant to approve plans shall own any of the lots affected by this Declaration; or (ii.) At such time as said rights are released by Declarant or said assignee. For all purposes hereunder, any entity which shall receive the conveyance of all or substantially all of the remaining unfurnished lots in the subdivision shall be deemed the successor Declarant, notwithstanding the fact that no specific assignment of the rights hereunder shall have occurred. Such successor Declarant shall have the right to enforce these regulations in the same fashion as did the original Declarant.

The remaining covenants, reservations and restrictions contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date of recording. Said covenants shall thereafter automatically continue unless a majority of the lot owners of the lots shall, by majority vote, repeal or modify the covenants. The owner or owners of each lot shall be entitled to one vote and if any lot is owned by more than one owner, and if said owners can not agree with regard to their vote, then the owner of said lot shall be deemed to have abstained with regard to any vote being taken hereunder.

P. FURTHER SUBDIVISION:

No lots shall be further subdivided or resubdivided. This shall not apply to the Declarant or his Assignee.

Q. ENFORCEMENT:

Enforcement of the covenants, reservations and restrictions, or any of them, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations by injunctive relief, or to recover damages. Court costs and reasonable Attorney's fees shall be recovered by the prevailing party.

R. INVALIDATION:

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. If this covenant is held not to apply to one or more phases of the subdivision for any reason, it shall nevertheless remain valid and enforceable for the other phases.

S. AMENDMENTS:

This Declaration may be amended by Declarant or any assignee of Declarant's rights until the Declarant or said Assignee shall have conveyed more than fifty (50%) per cent of the lots within all sections of said subdivision, or at such time as said rights are released by the Declarant or said Assignee,

However, the Declarant or its Assignee further reserves the right to amend this Declaration at any time, if such amendment is required by a mortgage lender.

T. ZONING:

Any dwelling constructed on the lot within the subdivision shall comply with and meet all requirements set forth in the Town of East Lyme Zoning Regulations, as the same may be amended from time to time. In the event of a conflict between the zoning regulations and these restrictions, the most restrictive shall apply.

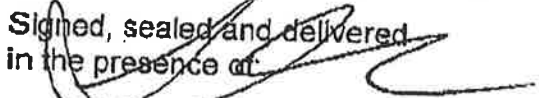

U. OPEN SPACE:

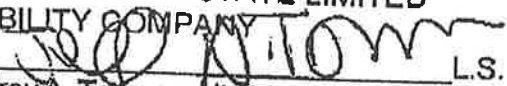
It is anticipated that there shall be open space dedicated in conjunction with a future phase or phases of this subdivision and the lots in Phase I shall have all the rights and responsibilities with respect to such open space as shall such future lots. The Declarant reserves the right to adjust boundaries of open space areas as shall be shown in Phase I in conjunction with the realignment and/or creation of additional lots and future phases, provided that any such realignment and/or dedication of open space shall comply with the East Lyme Subdivision Regulations. The present open space area in Phase I as shown on the within reference plan and located on the westerly side of Kensington Drive, said open space area being forty (40) feet in width and parallel to the westerly line of Kensington Drive, and bounding on the north by Lot 7 as shown on said plan and on the south by Upper Pattagansett Road.

V. HOMEOWNERS' ASSOCIATION:

It is anticipated that in the future, a Homeowners Association shall be formed as the body politic of the lot owners and for the purpose of preserving and/or maintaining such open space areas. By acceptance of deeds in Phase I, the lot owners agree to be bound by the terms and conditions of such Association including such charges as may be deemed appropriate by that Association for the purpose of maintenance and/or preservation of such open space areas. Provided, however, any such assessments and/or charges may not exceed the amount specified in Section 47-213 of the Connecticut

General Statutes as the same may be modified from time to time, and may not be increased during any period of Declarant control except as provided in § 47-215 (a)(3)(B). The Declarant shall bear the cost of all such charges until such time as at least sixty (60%) per cent of the total lots in said subdivision shall have been conveyed by the Declarant and/or its Assignee, provided however, until the earlier of the time 60% of all said lots shall have been sold, or five (5) years from the date hereof, the Declarant shall have full voting control over said Association. Each lot in said subdivision shall be dedicated one vote in the affairs of any such Association.

Signed, sealed and delivered in the presence of


Ronald S. Stevens

NIANTIC REAL ESTATE LIMITED
LIABILITY COMPANY
By:  L.S.
Jeffrey A. Torrance, its Managing Member,
duly authorized.

STATE OF CONNECTICUT

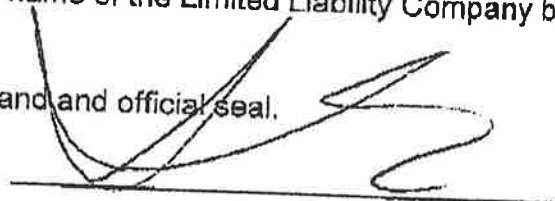
COUNTY OF NEW LONDON

SS:

May 1, 2003

On this the 1st day of May, 2003 before me, the undersigned officer, personally appeared JEFFREY A. TORRANCE who acknowledged himself to be the Managing Member of Niantic Real Estate Limited Liability Company, and that he, as such Managing Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as said Managing Member.

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



Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Recorded May 1 2003
2:42 AM
PM Esther B. Williams
East Lyme Town Clerk

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Settlement Agreement") is made as of this 11th day of February, 2015, between The Town of East Lyme (the "Town") and those parties listed on Exhibit "1" attached hereto (collectively the "NEN Parties"), and separately referenced by each individual name stated on Exhibit "1".

WHEREAS, the Town and New England National, LLC ("New England National") are parties to an action entitled "New England National, LLC vs. Town of East Lyme" which case is pending in the United States District Court for the District of Connecticut, Case No. 3:13-cv-1358-SRU ("District Court Case"); and

WHEREAS, the Town and the NEN Parties previously entered into a Compromise Agreement dated December 4, 2008 (the "Compromise Agreement"), which was approved by the United States Bankruptcy Court by Order Approving Compromise and Settlement, in a case entitle "In re New England National, LLC", Chapter 11 Case No. 02-33699 LMW; and

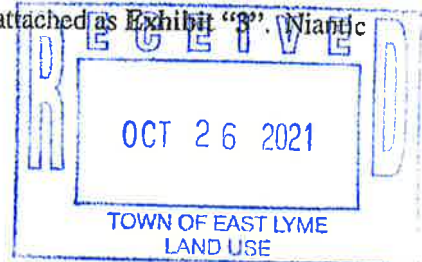
WHEREAS, New England National asserts certain claims and causes of action against the Town, including a claim that the Town breached the Compromise Agreement, all of which claims the Town disputes and denies; and

WHEREAS, the Town asserts certain claims and causes of action against New England National, including breach of the Compromise Agreement, all of which New England National disputes and denies; and

WHEREAS, while New England National is the only plaintiff and counterclaim defendant in the District Court Case, the other NEN Parties have a direct interest in this Settlement Agreement, will receive a direct benefit from this settlement made by the parties to this Settlement Agreement, and acknowledge that part of the consideration for the Town entering into this Settlement Agreement is the joinder of all of the NEN Parties to this Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and covenants and agreements made herein, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties hereby stipulate and agree as follows:

1. Recitals Incorporated: The recitals and paragraphs set forth above are true, accurate and correct and are incorporated in full and made a part of this Settlement Agreement.
2. Settlement Payment: Upon the execution and approval of this Settlement Agreement and fully set forth herein, the Town will pay to the NEN parties the amount of \$650,000 (the "Settlement Amount"). Payment shall be tendered to NEN's counsel Anthony S. Novak, Esq., and made payable to NEW ENGLAND NATIONAL, LLC.
3. Conveyance to the Town: New England National, LLC, the owner of the fee to the land under Darrow's Pond shall convey said property to the Town in the form of deed attached as Exhibit "2"; and New England National, LLC, the owner of the easements and property interests which encumber the so-called "Darrow's Pond Property" will release the NEN Parties' interest in said easements and convey all property interests in the form of deed attached as Exhibit "3".



Real Estate, LLC will also provide quit-claim deeds as to the foregoing to insure that all interests of the NEN Parties are conveyed to the East Lyme.

4. Property Retained by the NEN parties: the NEN Parties will retain the following properties: (i) 42.9 acres, more or less, known as the Osso Property and which is described on Exhibit "4"; and (ii) the following lots in Nottingham Hills: Lots 13, 14, 19, 21, 25, 26, 27, 28, and 32. The properties described in the Paragraph 4 are referenced herein as the "Retained Properties") The NEN Parties agree that they may convey the Retained Properties to an Independent Third Party Purchaser, but the NEN Parties shall not: (i) make application for any Land Use Permits; (ii) construct or develop any structure on the Retained Properties, including but not limited to apply for any building permits for the Retained Properties; (iii) maintain, whether individually, or as a corporation, partnership, director, officer, clerk, principal agent, employee, trustee or in any relation or capacity, any financial or other interest in any company which will develop of any of the Retained Properties. In the event that the NEN Parties should finance the sale of the Retained Properties, or any one of them, in the form of a purchase money mortgage, in the event of the foreclosure of the mortgage and the transfer of the property to the NEN Parties as the foreclosing party, the foreclosed property shall be subject to this covenant so long as it is owned by the NEN Parties and any entity that they have an interest therein. By way of clarity, the covenant in this Paragraph 4 as to the Retained Properties is that the NEN Parties are retaining their interest in the Retained Properties solely for the purpose of sale to Independent Third Party purchasers to realize the revenue from the sale of the Retained Properties, and that the NEN Parties will not have a financial interest in or with any third party purchaser, and will not apply for or participate in any Land Use Permits relating to the Retained Properties, or development of the properties, but this covenant shall not impair the right of any Independent Third Party Purchaser from filing or applying for Land Use Permits for the Retained Properties, nor prevent or restrict the use of plans prepared and/or stamped by Kristen T. Clarke, P.E. In addition to the Retained Properties, NEN or Niantic may have an interest as the Declarant in a "Declaration of Covenants and Restrictions of the Nottingham Hills Subdivision" recorded in Volume 614 Page 424 of the East Lyme Land Records, as thereafter amended or assigned by amendments or assignments of record in the East Lyme Land Records East Lyme Land Records ("Nottingham Hills Declaration") and NEN or Niantic may have an interest as the Declarant in a "Declaration of Covenants and Restrictions of Darrow's Ridge Subdivision" recorded in Volume 708 Page 627 of the East Lyme Land Records, as thereafter amended or assigned by amendments or assignments of record in the East Lyme Land Records ("Darrow's Ridge Declaration"). NEN and Niantic shall be permitted to assign their respective rights as declarant to an Independent Third Party, and such assignment shall not be deemed to be a violation of this Settlement Agreement. However, except for assignment to an Unrelated Third Party, and rights to enforce the Nottingham Hills Declaration and Darrow's Ridge Declaration as to other lot owners, neither NEN, Niantic or any of the other NEN parties shall exercise any rights as Declarant under either the NEN Declaration or the Niantic Declaration.
5. Restrictive Covenant: The NEN Parties, and each of them, agree that in addition to the covenant contained in Paragraph 4, for a period of 20 years they will not directly or indirectly, under any circumstances or conditions whatsoever: (i) purchase any new or additional property in the Town of East Lyme; (ii) file any land use permit applications or (iii) otherwise engage in development in the Town of East Lyme, whether individually, or as a corporation, partnership, director, officer,

- clerk, principal agent, employee, trustee or in any relation or capacity whatsoever. The NEN Parties agree that this Restrictive Covenant is fair and reasonable and is both necessary to protect the Town, and was a material consideration for the Town to enter into this Settlement Agreement, and further agree that neither the NEN Parties nor any one of them shall make any claim that the Restrictive Covenant is not fair and reasonable nor make any claim that this Restrictive Covenant nor any other provision of this Agreement is illegal, invalid or unenforceable for any reason.
6. Anne Torrance Property: The Town and Anne Torrance agree that notwithstanding the Restrictive Covenant, Anne Torrance may subdivide the property at 197 Upper Pattagansett Road into no more than 3 building lots, provided that any such subdivision application meets all current land use regulations. Proposed Lot 3 may include a strip of land along the westerly line of Upper Kensington Drive described in Volume 920 Page 510 of the East Lyme Land records, which is to be conveyed by lot line revision to Anne Torrance. It is further agreed that Anne Torrance will not request waivers of any subdivision regulation(s) or any zoning or other variances in connection with said subdivision. Anne Torrance may convey any of the lots created out of 197 Upper Pattagansett to an Independent Third Party, however, neither Anne Torrance nor any of the NEN parties may construct a dwelling or otherwise develop any of the lots, however, any conditions of approval by the East Lyme Planning Commission shall not be a violation of this provision.
 7. Completion of the Nottingham Hills Subdivision Public Improvements: East Lyme will undertake to complete the Public Improvements for Nottingham Hill Phase III, and will use the Public Improvement Bond (the "Bond Funds") currently held by the Town as the source of funding to complete the Public Improvements. In the event the Bond Funds are insufficient to complete the Public Improvements, the remaining cost will be paid by East Lyme. In the event that the cost of completion is less than the Bond Funds, the remaining funds will be returned to New England National. The Town will provide New England National will a complete accounting of all completion expenses.
 8. NEN Parties Release: Effective upon the Execution of this Agreement, payment of the Settlement Amount, and approval of this Agreement by the United States District Court, the NEN Parties on their own behalf and on behalf of their principals, employees, agents, members, successors, assigns, heirs, administrators and executors (collectively the "Releasor") forever remise, release, acquit, satisfy and forever discharge the Town of East Lyme and all of its past and present Selectmen, elected or appointed officials, officers, employees, insurance carriers, agents and attorneys (collectively the "Released Parties") and shall be deemed to have remised, released, acquitted, satisfied, and forever discharged from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, or admiralty, or in equity which against the Released Parties the Releasor shall or may have for, upon or by reason of any matter, or thing whatsoever from the beginning of the world to the date of these presents, including but not limited to the Compromise Agreement, all claims asserted or which could have been asserted in motions, adversary proceeding and other pleadings filed in New England National's bankruptcy case and all facts and matters alleged or which could have been alleged in the District Court Complaint.

9. **Town of East Lyme Release:** Effective upon the Execution of this Agreement, payment of the Settlement Amount, and approval of this Agreement by the United States District Court, the Town of East Lyme on its behalf and on behalf of its successors and assigns, forever remise, release, acquit, satisfy and forever discharge the NEN Parties and each of them, and their respective directors, members, officers, employees, agents and attorneys and shall be deemed to have remised, released, acquitted, satisfied, and forever discharge the NEN parties from all manner of actions, causes of action, suites, debts, covenants, contracts, controversies, agreements, promises, claims and demands relating to or arising from the Comprise Agreement, and all facts and matters alleged or which could have been alleged by the Town as a counter claim in the District Court Complaint. The NEN parties specifically acknowledge that certain real estate taxes of record are due and owing to the Town of East Lyme. Nothing contained herein shall be construed to release or otherwise limit the obligations of the NEN parties to pay the property taxes owed to the Town of East Lyme.
10. **Enforcement:** It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and applicable public policies of the State of Connecticut. Accordingly, the parties agree that upon execution of this Agreement, the Agreement shall be presented to the United States District Court for its approval.
11. **Withdraw of District Court Case:** Within ten (10) days of execution of this Agreement, and its approval by the United States District Court, NEN and the Town will jointly file a voluntary dismissal the District Court Case with prejudice.
12. **Default:** In the event that a party defaults hereunder, and fails to cure said default as set forth below, the non-defaulting party shall be entitled to an award of reasonable attorney's fees and costs relative to the enforcement of the terms of this Settlement Agreement. Upon the occurrence of an event of default, the non-defaulting parties shall provide written notice (the "Written Notice") of the default to the defaulting party. The Written Notice shall provide five (5) business days from the date of such notice to cure the default. Should the defaulting party fail to cure said default within said period, then, upon the non-defaulting party filing of a Motion to Enforce Settlement Agreement, the non-defaulting party may seek summary enforcement of this Agreement by motion to enforce the Settlement Agreement in accordance with *Audobon Parking Associates Ltd. Partnership v. Barclay & Stubbs, Inc.*, 225 Conn. 804 (1993).
13. **Notices:** All notice to be sent under this Agreement shall be sent to the following:

If to the Town of East Lyme:
Office of the First Selectman
East Lyme Town Hall
108 Pennsylvania Avenue
Niantic, CT 06357

If to New England National:
1890 Palmer Avenue
Suite 303
Larchmont, New York 10538

If to Claims Agent, Inc.:

c/o Jeffrey Torrance
197 Upper Pattagansett Road
East Lyme, CT 06333

If to Darrow's Ridge, LLC:
c/o Robert Blatt
1890 Palmer Avenue
Suite 303
Larchmont, New York 10538

If to Niantic Real Estate, LLC
197 Upper Pattaganett Road
East Lyme, CT 06333

If to Robert Blatt:
1890 Palmer Avenue
Suite 303
Larchmont, New York 10538

If to Anne K. Torrance and the Irrevocable Trust Parties:
c/o Theodore Harris, Esq.
341 Main Street
Niantic, CT 06357

If to Jeffrey Torrance and the Torrance Family Limited Partnership:
197 Upper Pattagansett Road
East Lyme, CT 06333

Each notice shall be deemed to have been duly given if sent addressed to the addresses for such party as set forth above by hand delivery, by recognized overnight delivery service such as Fed Ex or UPS or other reputable overnight courier or by certified mail, postage prepaid, return receipt requested. Notices shall be deemed given on the same day if delivered by hand, or on the date shown on the receipt of the delivery service that such notice was actually delivered or refused during normal business hours with written evidence of such deliver or refusal with respect to delivery by overnight mail courier or by certified mail.

14. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the Parties as to the subject matter hereof. The undersigned acknowledge that there are no communications or oral understandings contrary, different, or that in any way restrict this Settlement Agreement, and that all prior agreements or understandings within the scope of the subject matter of this Settlement Agreement are, upon the execution and delivery of this Settlement Agreement, superseded, null and void.

15. Amendments. No waiver, modification or amendment of the terms of this Settlement Agreement shall be valid or binding unless made in writing, signed by the party to be charged and then only to the extent set forth in such written waiver, modification or amendment.

16. Counterparts. The Parties may execute this Settlement Agreement in whole or counterparts and execution of counterparts shall have the same force and effect as if the parties had signed the same instrument. Signatures transmitted electronically or by facsimile shall have the same effect as original signatures.

17. Choice of Law and Venue. This Settlement Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflict of law principles. Any action or motion brought in connection therewith may be brought in the United States District Court for the State of Connecticut or the Superior Court for the State of Connecticut, Judicial District of New London County.

18. Authority. Each Party to this Settlement Agreement warrants and represents that the person signing this Settlement Agreement on its behalf is duly authorized to enter into this Settlement Agreement on behalf of such party. Each Party signing this Settlement Agreement separately acknowledges and represents that this representation and warranty is an essential and material provision of this Settlement Agreement and shall survive execution of this Settlement Agreement.

19 Advice of Counsel. The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Settlement Agreement and that they have read this Settlement Agreement and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of the same, and each Party has had it fully explained to them by their counsel and understands the terms and provisions of this Settlement Agreement and its nature and effect. Each Party further represents that they are entering into this Settlement Agreement feely and voluntarily, relying solely upon the advice of their own counsel, and not relying on the representation of any other Party or of counsel for any other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorize, have caused this Settlement Agreement to be executed as of the date shown above.

TOWN OF EAST LYME

2/13/15

Dated

[Handwritten Signature]

Mark Nickerson
its Duly Authorized Agent

NEW ENGLAND NATIONAL, LLC

2/13/15

Dated

[Handwritten Signature]

Robert A Blatt, Managing Member
Jeffrey Turanice, Asst. m G-R
DARROW'S RIDGE, LLC

February 11, 2015
Dated


Robert A. Blatt, Manager

NIANTIC REAL ESTATE, LLC

February 11, 2015
Dated


Anne K. Torrance, Manager

CLAIMS AGENT, INC.

2/13/2015
Dated


Jeffrey A. Torrance, President

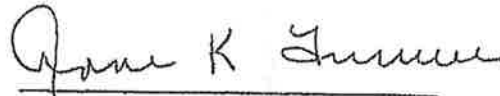
ROBERT A. BLATT

February 11, 2015
Dated


Robert A. Blatt

MATTHEW A. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated


Anne K. Torrance, Trustee

KRISTEN B. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Trustee

MICHAEL E. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Trustee

NICHOLAS A. TORRANCE
IRREVOCABLE TRUST

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, Trustee

TORRANCE FAMILY
LIMITED PARTNERSHIP

February 11, 2015
Dated

Anne K. Torrance
Anne K. Torrance, General Manager

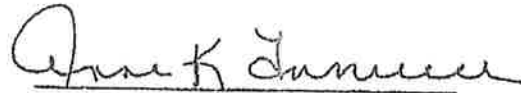
JEFFREY A. TORRANCE

2/13/2015
Dated

Jeffrey A. Torrance
Jeffrey A. Torrance

ANNE K. TORRANCE

February 11, 2015
Dated


Anne K. Torrance
Anne K. Torrance

NOV 22 20 10 at 10:00 AM PM

**EAST LYME PLANNING COMMISSION
PUBLIC HEARING IV
Tuesday, NOVEMBER 16th, 2010
MINUTES**

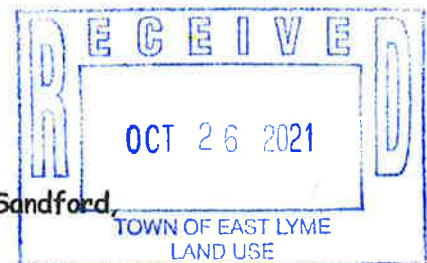
John B. Williams
EAST LYME TOWN CLERK

The East Lyme Planning Commission held a Public Hearing on the Application of New England National LLC for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Rd., East Lyme, CT; Tax Assessor's Map #39.0, Lot 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations on November 16, 2010 at Town Hall, 108 Pennsylvania Ave., Niantic, CT. Acting Chairman McPherson opened the Public Hearing and called it to order at 7:46 PM after the three previously scheduled Public Hearings.

PRESENT: George McPherson, Acting Chairman, Francine Schwartz, Frank Balantic, Alternate, Brian Bohmbach, Alternate

ALSO PRESENT: Jeffrey Torrance, representing the Applicant
Attorney Mark Block, Town Counsel
Gary Goeschel, Planning Director
William Scheer, Town Engineer

ABSENT: Mike Bowers, Chairman, Mike Mangalinkx, Chris Sandford,
Brian Schuch, Joan Bengtson, Alternate



Pledge of Allegiance

The Pledge was observed.

Acting Chairman McPherson noted that he had seated Frank Balantic Alternate and Brian Bohmbach, Alternate at the table this evening.

Public Hearing I

1. Application of New England National LLC for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Rd., East Lyme, CT; Tax Assessor's Map #39.0, Lot 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record located at the terminus of Kensington Drive and north of Upper Kensington Drive, East Lyme, Connecticut, Tax Assessor's Map #40.0, Lot #14-1; and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations

Mr. McPherson called for the applicant or his representative to give a presentation on this application.

Jeffrey Torrance, representing the applicant submitted Exhibit P for the record – a letter dated 11/2/2010 from Robert A. Blatt authorizing him to act on his behalf on this application.

Mr. Goeschel read the List of Exhibits into the record and added Exhibit Q – Plans revised through 11/16/2010 and Exhibit R – Certificates of Mailing dated 11/12/2010. (List attached at end of Minutes).

→ Mr. Torrance noted that the sign was posted on the property on November 1, 2010. He explained that this property is approximately 48 acres that was set aside for future development. It has access from two locations – the Nottingham Hills Subdivision and Pattagansett Road. The proposal is to make two lots from the one. One lot would be approximately 15 acres and the other would be 33 acres. A third lot is a parcel of land that was preliminarily designated as open space in a previous application – but was not finalized. There is a 3.04 acre parcel and 2.2 acres of conservation easement and they are designating an additional 10.63 acres on the 48 acre parcel as open space. This is far more than they are required to set aside and they want to reserve the right to use it for the open space requirement calculations on future development. He

continued that in working with the Town Engineer, they no longer need the waiver of Section 6-16-1 through 6-16-6 and Sheet SD4 shows the stormwater detention area. An area was originally designed to keep stormwater on site adjacent to this lot however they have added more. He summed up that he feels that they have met the requirements for the subdivision of the two parcels.

Mr. McPherson asked if the Commissioners had any questions or comments –

→ Mr. Goeschel asked if they were clear on the open space. ←

Mr. Balantic asked if the ¼ acre shift was to allow for the conservation easement.

Mr. Torrance said that went to wetlands and they approved it as a lot.

Mr. Balantic said that it looks like it is a good swap. He asked when the open space would be finalized.

→ Mr. Torrance said that per the opinion of Counsel, they do not have to do it until the development is finished so it could go on for quite some time. However – as per this 10 acre piece – he said they will put the conservation easement on it now but reserve the right to include it in future calculations.

William Scheer, Town Engineer explained the stormwater regulations noting that in a subdivision like this one where they are in the woods – there are basically swales and indentations in the ground. They are meant to catch the stormwater to pool and let it go into the ground. He said that he would review it out in the field when they start development but there is enough area and woods for the water to go into the ground.

Mr. Torrance said that while they requested a waiver of the stormwater regulations that it is basically a moot point and they do not need one.

Mr. McPherson called for any comments from the public –

Hearing none –

He called for a motion to close this Public Hearing –

****MOTION (1)**

Mr. Balantic moved to close this Public Hearing.

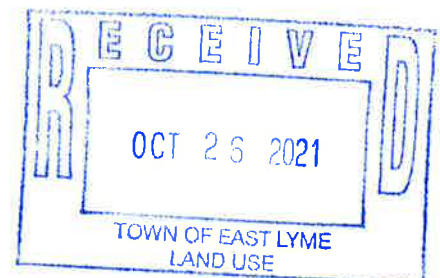
Mr. Bohmbach seconded the motion.

Vote: 4 – 0 – 0. Motion passed.

Mr. McPherson closed this Public Hearing at 8:05 PM.

Respectfully submitted,

Karen Zmitruk,
Recording Secretary



Town of



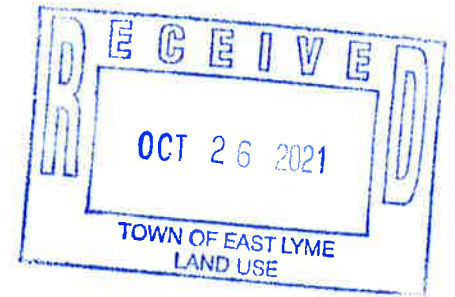
East Lyme

P.O. Drawer 519
Department of Planning &
Inland Wetlands Agency
Gary A. Goeschel II, Director of Planning /
Wetlands Enforcement Officer

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

MEMORANDUM

TO: East Lyme Planning Commission
FROM: Gary A. Goeschel II, Director of Planning
DATE: November 15, 2010



RE: New England National LLC, Applicant/Owner, Application for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Road, East Lyme, Connecticut, Tax Assessor's Map# 39.0, Lot# 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record located at the terminus of Kensington Drive and north of Upper Kensington Drive, East Lyme, Connecticut, Tax Assessor's Map #40.0, Lot #14-1; and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations and Subdivision Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, located at 37 Grand Street, Niantic, Connecticut

Upon review of the above referenced Application, Subdivision Plan, and supporting documentation, I have following comments:

1. ~~On Sheet SD1, the following Notes need to be revised:~~ *Addressed on new plan dated 11/16/2010*
Number (8): Revise to reflect the current owner of record.
Number (15): Revise to reflect the findings of the Inland Wetlands Agency
Number (20): Statement is erroneous as a wetlands permit has not yet been issued. As such, delete.

Based on the above, I offer the following findings and motion:

FINDINGS

The East Lyme Planning Commission based on the record before it with respect to this application, finds this application to be in conformance with the Subdivision Regulations of the Town of East Lyme and more specifically based on the following Findings:

Whereas: The Commission has received a Subdivision Application from New England National LLC, for the development of a 2 - Lot resubdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Road, East Lyme, Connecticut, Tax Assessor's Map# 39.0, Lot# 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record located at the terminus of Kensington Drive and north of

Upper Kensington Drive, East Lyme, Connecticut, Tax Assessor's Map #40.0, Lot #14-1; and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations. The applicant New England National, LLC, is also the owner of record. The Commission received this application on October 19, 2010 and commenced a Public Hearing and received testimony on November 16, 2010. The Public Hearing for said application was closed at the Commission's 11/16/10 meeting. The Commission has reviewed the application, received testimony from the applicant. Town staff also provided the Commission with comment concerning this applications compliance with local requirements and regulations.

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

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

Section 3-4 Plan of Development: The proposed resubdivision conforms to the comprehensive Plan of Development for the Town of East Lyme (POCD) as adopted by the East Lyme Planning Commission as the proposed resubdivision is located within a residential zoning district adjacent to existing lots which, were previously approved as part of a cluster subdivision. The proposed resubdivision continues follow the pattern of development characteristic of the existing residential cluster development. In addition, the proposed subdivision reduces the potential impacts on water and soil resources by proposing Low Impact Development (LID) techniques for the treatment of stormwater and Best Management Practices (BMPs) for soil erosion and sedimentation control.

Section 5-5 Sanitation Report: As indicated in Exhibit "T" correspondence dated 11/15/2010 from Ryan McCammon, RS, Senior Sanitarian of the Ledge Light Health District, Lots 20, 29, and 32 are suitable for on-site sewage disposal and water supply.

Section 5-6 Water Supply Report: As indicated in Exhibit "E" comments from Brad Kargl, Municipal Utility Engineer, dated 11/10/10 there is no municipal water or sewer available to the referenced subdivision.

Section 5-7 Stormwater Management Plan: As indicated in Exhibit "L", Memo from Bill Scheer, P.E., L.S., Town Engineer, the stormwater detention volumes provided in the Stormwater Management Plan in Exhibit "H" prepared by Robert J. Pfanner and Associates are correct and should be updated on the plan. However, the following notes are recommended to be added to the Plan:

- The construction of, or bonding of the stormwater detention basins/ swales shall be completed prior to receiving a building permit for each lot."
- The design or location of the detention structure proposed on each lot may be modified to accommodate final lot configuration and existing conditions at the time of construction provided the overall volume of detention and functionality is maintained with the modifications and such modifications are satisfactory to the Town Engineer. According to the applicant, it is understood that the owner(s) of each lot in the subdivision, shall be responsible for the stormwater management system (rain gardens)).

In addition, a detail of the overflow structure provided in the Stormwater Management Plan, needs to be added to the plans.

Section 5-8 Erosion and Sedimentation Controls: The proposed Soil Erosion and Sedimentation Control Plan as indicated on sheet SD 4 and SD 5 of the proposed plan, Exhibit "O", contains proper provisions to adequately control accelerated erosion and sedimentation and reduce the danger from storm water runoff on the proposed site based on the best available technology. As such, The Planning Commission hereby certifies that the Soil Erosion and Sediment Control Plan complies with the requirements and objectives of this Subdivision Regulation.

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

Section 5-11 Archeological Survey: As demonstrated by previous Nottingham Hills Phase 3 application, the proposed site

As such, an archeological survey should be conducted prior to any blasting of these ledges should be proposed.

Section 6 - 5 Open Spaces: Sheet D2 indicates an Open Space dedication of approximately 10.63 acres in the form of a conservation easement and Sheet D3 indicates an Open Space dedication of approximately 2.26 acres, both in the form of a conservation easement.

Section 6 - 6 Requirements Regarding Flooding: As demonstrated by the Stormwater Management Plan in Exhibit "H" and Exhibit "L", Memo from Bill Scheer, P.E., L.S., Town Engineer, dated 11/16/10, the proposed subdivision is reasonably safe from flooding.

Section 6 - 9 Streets: As indicated by Exhibit "N", Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, the area to be subdivided has frontage on, and access from, an existing street that is suitably improved and paved. In addition, no new streets are proposed.

Section 6- 10 Sidewalks: As indicated by Exhibit "N", Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, the proposed subdivision is proposed on a street where there are no existing sidewalks along Upper Pattagansett Road, Kensington Drive, or Upper Kensington Drive.

WAIVER REQUEST:

NOT NECESSARY

As the applicant has met the requirements of Section 6-16 of the East Lyme Subdivision Regulations, a waiver from Section 6-16 is no longer necessary for subdivision approval. As such, the request for a Waiver from Section 6-16 is hereby DENIED.

SUBDIVISION MOTION:

NOW THEREFORE, Based on these Findings, the Commission Moves to APPROVE the application known as New England National LLC, Applicant/Owner, Application for a proposed 2-lot Re-Subdivision of 46.95 acres of property having frontage on and located between 241 and 233 Upper Pattagansett Road, East Lyme, Connecticut, Tax Assessor's Map# 39.0, Lot# 10-1; with a request for the substitution and re-subdivision of previously designated open space to create one additional proposed lot of record located at the

terminus of Kensington Drive and north of Upper Kensington Drive, East Lyme, Connecticut, Tax Assessor's Map #40.0, Lot #14-1; and a request for a waiver of Section 6-16-1 through 6-16-6 of the Subdivision Regulations and Subdivision Plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, located at 37 Grand Street, Niantic, Connecticut and further subject to the following administrative requirements and required modifications to the site plan and other materials submitted in support of this application:

1. Applicable and properly executed legal documents, including warranty deeds for any transfers of title to the party designated to maintain and operate the stormwater management system, shall be submitted with the final subdivision plan to be filed. All such documents shall be acceptable to the Town Attorney and the Commission and shall be filed with the East Lyme Town Clerk simultaneously with the filing of the approved final subdivision maps.
2. As indicated in Exhibit "L", Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated November 16, 2010, the following notes shall be added to the subdivision plan:
 - The construction of, or bonding of the stormwater detention basins/swales shall be completed prior to receiving a building permit for each lot."
 - The design or location of the detention structure proposed on each lot may be modified to accommodate final lot configuration and existing conditions at the time of construction provided the overall volume of detention and functionality is maintained with the modifications and such modifications are satisfactory to the Town Engineer. According to the applicant, it is understood that the owner(s) of each lot in the subdivision, shall be responsible for the stormwater management system.
3. As indicated in Exhibit "L", Memo from Bill Scheer, P.E., Town Engineer to Gary Goeschel, Director of Planning, dated November 16, 2010, a detail of the overflow structure provided in the Stormwater Management Plan, shall be added to the plans.
4. As indicated in Exhibit "O" Memo from G. Goeschel II, Director of Planning to the East Lyme Planning Commission, dated 11.16/2010, the Notes on Sheet SD-1 shall be revised as follows:
 - Number (8): Revise to reflect the current owner of record.
 - Number (15): Revise to reflect the findings of the Inland Wetlands Agency regarding the Determination of Permit as it pertains to Lot 29
 - Number (20): Statement is erroneous as a wetlands permit has not yet been issued. As such, delete.
5. A revised copy of the Subdivision Plan incorporating the above modifications signed, sealed and certified by a licensed land surveyor in the State of Connecticut shall be submitted to the Department of Planning, Town Engineer and the Ledge Light Health District.
6. The conservation easements in favor of _____ over a portion of the proposed lots, as depicted on the proposed plan entitled "Nottingham Hills Resubdivision Phase 4, New England National, LLC, East Lyme, Connecticut, dated October 20, 2010 revised through 11/12/10," prepared by J. Robert Pfanner & Associates, P.C. Civil Engineers & Land Surveyors, shall be submitted with the final subdivision plan to be filed.

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

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

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