

TOWN OF LEDYARD
APPLICATION FOR THE SUBDIVISION OF LAND

Application # _____ **Receipt Date:** _____ **Fee:** _____

Owner of Record: _____ **Applicant:** _____

Mailing Address: _____

E-mail: _____ **E-mail:** _____

Phone: _____ **Phone:** _____

If applicant and owner of record are not the same, attach written proof of authority to act for owner.

Name of Subdivision: _____

Type: Conventional Conservation Open Space **Total Lots Proposed**
Affordable Housing Development pursuant to section 8-30g of the Connecticut General Statutes
Acreage Open Space Provided _____ **or Fee-in-lieu of Open Space Proposed** _____

Total Acreage (pre-subdivision): _____ **Zoning District:** _____

Location:

Street _____ **Map/Block/Lot** _____ / _____ / _____

Watershed Area
 Aquifer Protection Area
 FEMA Flood Zone
 Wetlands on property

Surveyor: _____

Engineer: _____

Mailing Address: _____

Mailing Address: _____

E-mail: _____

E-mail: _____

Phone: _____

Phone: _____

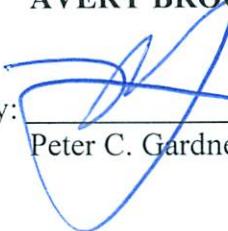
AUTHORIZATION

AVERY BROOK HOMES, LLC hereby authorizes the law firm of Heller, Heller & McCoy, the land surveying – planning firm of Dieter & Gardner, Inc., GEI Consultants, Inc. and KWH Enterprise, LLC to represent its interests in all proceedings before the Town of Ledyard Planning and Zoning Commission with respect to an application for resubdivision approval in conjunction with the residential development of properties located at 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 in the Town of Ledyard, Connecticut as an affordable housing project in accordance with a plan entitled “Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scales As Shown June 2022 Sheets 1 of 6 to 6 of 6 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com”.

Dated at Montville, Connecticut this 26 day of August, 2022.

AVERY BROOK HOMES, LLC

By:


Peter C. Gardner, its Member

SUBDIVISION / RESUBDIVISION CHECKLIST

Requirements For All Applications:

Application # _____

- Written Application
- Fee
- Legal Description (copy of property deed)
- Key Map (1"=1000' and streets and property lines within a half mile)
- Boundary Survey Map (1"=100') showing:
 - a) Title, date, North arrow, scale, signature blocks
 - b) Layout of lots in subdivided / resubdivided tract
 - c) Lot numbers assigned by assessor, street names
 - d) N/A Land dedicated as open space, parks or playgrounds
- Detailed Layout Map (1"=40' unless requested otherwise by Commission), showing:
 - a) Title, date, North arrow, scale, signature blocks
 - b) N/A Zoning district
 - c) Lot lines, including dimensions, bearings, or angles
 - d) Building setback lines - Determined pursuant to the Affordability Plan
 - e) Existing and proposed easements with stated purpose
 - f) N/A Existing building and structures
 - g) Names of abutting streets and abutting property owners
 - h) Contour lines not less than 5' intervals
 - i) Inland wetlands, water bodies, and stream courses
 - j) N/A Exposed ledge outcrops
 - k) NONE Archaeological sites, historic and natural features
 - l) Deep observation pits for septic systems
 - m) Location of proposed buildings, wells, and septic systems
 - n) N/A Existing or proposed open space parcels
 - o) N/A Existing or proposed hiking trails
 - p) Existing DOT or USGS monuments and benchmarks
 - q) N/A Location of "reverse frontage" driveways
 - r) Existing and proposed boundary monuments and lot markers
 - s) N/A Special Flood Hazard Areas (100-year flood zones)
 - t) N/A Existing or potential hazards (ESQD arcs, power lines, etc.)
 - u) Energy report (letter stating passive solar energy techniques have been used; 4.6 Regs)

Written approval of activity in wetlands from the IWWC - Application submitted contemporaneously herewith

Written approval for water and septic from Ledge Light Health District

If applicable:

- Written proof allowing applicant to act on behalf of landowner
- List of corporate officers with authority to act
- N/A Drainage plans/cross-sections, as per Road Ordinance
- N/A Hydrologic models used to size drainage system (e.g., TR55)
- N/A Road plans/cross-sections, as per Road Ordinance
- N/A Written approval of drainage and roads from Public Works Director
- N/A Length of proposed street(s) in General Notes (cul-de-sacs measured to farthest edge of bulb)
- DOT permit to connect to State highway Applied for
- Traffic study prepared by Certified Traffic Engineer - To be submitted prior to public hearing
- Erosion and sedimentation control plan
- N/A Written authorization to connect to public water supply
- N/A Evidence of notification to abutting property owners
- N/A Statement of intended use for undeveloped portions of tract
- N/A Statement of disposition of open spaces, parks, and playgrounds
- N/A Coastal Area Site Plan review
- N/A Written request for waiver of subdivision regulations
- N/A Evidence of variance granted by Zoning Board Appeals
- Referral to DPH & Groton Utilities if project falls within watershed boundary on Map #2491

Return To:
Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, CT 06382

DECLARATION OF Avery Brook HOMES, A DE MINIMIS PLANNED COMMUNITY

1. The name of the Common Interest Community being created under the Connecticut Common Interest Ownership Act is Avery Brook Homes. Avery Brook Homes is a planned community that contains “Affordable Units” as contemplated by Section 8-30g of the Connecticut General Statutes.
2. Avery Brook Homes is a planned community located in Ledyard, Connecticut on land shown on the survey referred to in **Schedule A** attached hereto (hereinafter the “Survey”).
3. Avery Brook Homes contains thirty-six (36) units, which units are individual building lots and are sometimes hereinafter referred to as “Lots”.
4. The Lots or units are identified as Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 inclusive, and are shown on the Survey.
5. The boundaries of each Lot are located as shown on the Survey.
6. The Association of Unit Owners required under Section 47-243 of the Connecticut General Statutes is Avery Brook Homes Homeowner’s Association, Inc. The Unit Owner’s Association is a non-stock corporation organized pursuant to the laws of the State of Connecticut (hereinafter referred to as the “Association”).
7. There are no limited common elements in the planned community. The Common Element in the planned community is an easement right, forty (40’) feet in width, which will accommodate the installation and maintenance of Avery Brook Circle, a private road, which will provide access and utilities to the units in the common interest community. The Common Element is more particularly described in **Schedule B** attached hereto.
8. The common interest community is being created pursuant to the provisions of Section 8-30g of the Connecticut General Statutes; and is therefore subject to all of the terms and provisions of the Affordability Plan for Avery Brook Homes entitled “Affordability Plan For Avery Brook Homes Subdivision Properties Of Avery Brook Homes, LLC August 15, 2022 Submitted By Avery Brook Homes, LLC To The Ledyard Planning And Zoning Commission” (hereinafter the “Affordability Plan”) in addition to the terms and conditions of this Declaration.
9. The Declarant, simultaneously with the filing of this Declaration, shall execute and deliver to the Association a grant of easement for the use, enjoyment, maintenance, repair and

replacement of the Common Elements within the Common Interest Community as delineated in Schedule B attached hereto. Said conveyance shall be made subject to the following:

- (A) The terms, conditions, agreements, obligations, covenants and easements created by this Declaration as the same may be amended or supplemented from time to time.
- (B) The right of the Declarant to exercise the special Declarant rights as more fully set forth in Paragraph 10 of this Declaration.
- (C) The Affordability Plan.
- (D) Certain drainage rights as set forth in a deed from Amer Javed to Amer Javed dated January 12, 2012 and recorded in Volume 493, Page 77 of the Ledyard Land Records.
- (E) Map notes, building lines and wetlands as depicted on Plan #2524 filed for record in the Ledyard Land Records.

10. There is no real property in the Common Interest Community which may be allocated subsequently as limited common elements.

11. There are no Development Rights reserved by the Declarant hereunder. The Declarant hereby reserves the following special Declarant Rights:

- (A) The right of the Declarant to enter upon the Common Elements for the purpose of constructing Avery Brook Circle and the utilities within the limits of Avery Brook Circle required to provide utility service to the units within the Common Interest Community in accordance with a plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scales As Shown June 2022 Sheets 1 of 6 to 6 of 6 Dieter & Gardner Land Surveyors – Planners 1641 Connecticut Route 12 P.O. Box 335 Gales Ferry, CT. 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com".
- (B) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities under, upon and across the Common Elements for the purpose of furnishing utility and other services to the units;
- (C) The right to grant easements to public utility companies and to convey improvements within those easements for the purpose of furnishing utility and other services to the units.

12. The nature of the activities to be conducted and the purposes to be promoted or carried out by the Association are as follows:
 - (A) To provide for the general upkeep and maintenance of the Common Elements.
 - (B) To repair, replace and maintain Avery Brook Circle and the appurtenant facilities constructed to provide access and utilities to units within the Common Interest Community within the limits of the Common Elements.
13. The Association shall have, without limitation, the following powers, all of which shall be exercised exclusively in connection with the promotion or carrying out of its purposes mentioned in Paragraph 12 hereof:
 - (A) To adopt and amend Bylaws and Rules and Regulations, consistent with the terms and provisions of this Declaration and the subdivision approval of Avery Brook Homes in Ledyard, Connecticut.
 - (B) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from the Lot owners;
 - (C) Make contracts and incur liabilities;
 - (D) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
 - (E) Cause additional improvements to be made to the Common Elements if those improvements are reasonably required in order to provide access by vehicle or otherwise from Stoddards Wharf Road A.K.A. Route 214 to units within the Common Interest Community and/or to provide utility services to units within the Common Interest Community;
 - (F) Impose charges or interest or both for late payment of assessments; and, after notice and an opportunity for hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;
 - (G) Exercise any other powers conferred by this Declaration or the Bylaws; and
 - (H) Exercise all other powers as enumerated in Section 47-244 of the Connecticut General Statutes, insofar as the exercise thereof is consistent with the terms and provisions of this Declaration, the Affordability Plan and/or the approval of the Avery Brook Homes Resubdivision granted by the Town of Ledyard Planning and Zoning Commission.

14. Every person or entity who is a record owner of a fee or undivided fee interest in Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, inclusive, as shown on the Survey, shall automatically be a Member of the Association, provided that any such person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant and may not be separate from ownership of a unit. The term "Owner" as herein used is defined as the record owner, whether one or more persons or entities is the owner of the fee title to any unit within the common interest community.

If more than one person shall be the owner of a Lot or a unit, all such persons shall have the right to attend all meetings of the Association.

15. Members shall be entitled to vote on the basis of one vote for each unit within the Association. When more than one person holds such interest or interests in any unit, the vote for such Lot or unit shall be exercised as they, among themselves, determine; but, in no event shall more than one vote be cast with respect to any such Lot or unit.

16. An Executive Board shall be elected by a majority of the Lot Owners present and voting and shall be composed of not less than three nor more than five Members. There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the Officers and Members of the Executive Board. The period of Declarant control terminates no later than the earlier of (i) sixty days after conveyance of sixty (60%) percent of the units to Unit Owners other than a Declarant, (ii) two years after all Declarants have ceased to offer units for sale in the ordinary course of business or (iii) five years after the first unit is conveyed to a Unit Owner other than a Declarant. The Declarant may voluntarily surrender the right to appoint and remove Officers and Members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. Not later than sixty (60) days after the conveyance of one-third of the units to Unit Owners other than a Declarant, at least one Member and not less than one-third of the Members of the Executive Board shall be elected by Unit Owners other than the Declarant (iv) If there shall be a vacancy in the Executive Board, the vacancy shall be filled by the Declarant during the period of Declarant control; and, thereafter, by the remaining Members of the Executive Board.

17. In addition to such other duties as they may have by law or by the terms of this Declaration, the Executive Board shall:

(A) Provide for the maintenance of the Common Elements of the Common Interest Community;

(B) Obtain and at all times maintain in force public liability insurance in such amounts and coverages as may be reasonably adequate to protect the Association against

claims for damages arising or resulting from its ownership of the Common Elements;

(C) Adopt such rules and regulations as may be required governing the use of the Common Elements; and

(D) Manage the financial affairs of the Association.

18. The anticipated budget for the first year of the Avery Brook Homes Common Interest Community is attached hereto as **Schedule C**. The budget assumes that all thirty-six (36) units in the Common Interest Community will be sold during the first year.

19. The annual meeting of the Association shall be held during the month of July, with a date, time and place to be established by the Executive Board.

20. The amount of the common charge assessment against each Lot within the Common Interest Community shall be determined, on an annual basis, by the budget adopted by the Association. The common charge assessment against each market rate home in the Common Interest Community (as determined by the Affordability Plan) shall be equal for each market rate unit. The amount of the common charge assessment against each unit within the Common Interest Community against a sixty (60%) percent unit (as defined in the Affordability Plan) shall be sixty (60%) percent of the common charge assessment for a market rate unit and the common charge assessment against each eighty (80%) percent unit (as defined in the Affordability Plan) shall be equal to eighty (80%) percent of the common charge assessment of each market rate unit in the Common Interest Community. The annual average common expense liability of each Unit, exclusive of any insurance premiums paid by the Association, shall not exceed Three Hundred and 00/100 (\$300.00) Dollars, as adjusted pursuant to Section 47-213 of the Connecticut General Statutes. As of July 1, 2022, the maximum market rate common expense liability, exclusive of the cost of liability insurance, is Eight Hundred Seventy-Six and 00/100 (\$876.00) Dollars; for a sixty (60%) percent home is Five Hundred Twenty-Five and 60/100 (\$525.60) Dollars; and for an eighty (80%) percent home is Seven Hundred Eighty and 00/100 (\$780.00) Dollars.

21. Common expense assessments shall be determined on an annual basis, but shall be paid on a monthly basis. The Executive Board shall set the date for the payment of common expense assessments and provide written notice thereof to each unit Owner within the Common Interest Community.

22. The annual common expense liability may not be increased during the period of Declarant control without the consent of persons entitled to cast at least eighty (80%) percent of the votes in the Association, including eighty (80%) percent of the votes allocated to units not owned by a Declarant or an affiliate of the Declarant. The Declarant, during the period of Declarant control, shall have no obligation to make payment of common expense assessments on Declarant owned units but shall be required to subsidize the budget of the Association to the extent necessary to fund its operating budget.

23. In addition to the monthly assessments, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the improvements located within the Common Elements, provided that any such special assessment shall have the assent of not less than eighty (80%) percent of the votes of owners in the Association.

Such vote shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance of said meeting and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such Assessment.

24. If the annual or any special assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the unit which shall bind such unit in the hands of the then Owner, his heirs, personal representatives, successors and assigns.

If any monthly common charge assessment or special assessment is not paid within thirty (30) days after the due date thereof, the assessment shall bear interest from the due date thereof at the rate of eighteen (18.00%) percent per annum; and the Association may bring any appropriate action or proceeding for the collection thereof against the owner personally obligated to pay the same or to foreclose the lien against the applicable unit. In either event, the Association shall be entitled to recover all its costs of collection, including reasonable attorney's fees.

25. This Declaration shall in no way obligate the Town of Ledyard to maintain any of the improvements located within the Common Elements of the Common Interest Community.

26. The Association reserves the right to make, from time to time, and at any time, any amendment to this Declaration as may be authorized by law, provided, however:

- (A) That no amendment shall be made except upon the affirmative vote of eighty (80%) percent of the votes entitled to be cast at a meeting of the Association;
- (B) The Association, by a majority vote of its Membership, may adopt such other Bylaws, rules and regulations as it may determine appropriate, consistent with the terms and provisions of this Declaration.

27. The Association may dissolve only with the assent given in writing and signed by the Owners entitled to cast not less than eighty (80%) percent of the votes within the Association and with the assent given in writing by the Town of Ledyard Planning and Zoning Commission.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this
____ day of August, 2022.

Signed, Sealed and Delivered
in the Presence of:

AVERY BROOK HOMES, LLC

By: _____ (L.S.)
Peter C. Gardner, its Member

On this the ___ day of _____, 2022, before me, Harry B. Heller, the undersigned officer, personally appeared Peter C. Gardner, who acknowledged himself to be a Member of Avery Brook Homes, LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as Member aforesaid and the free act and deed of Avery Brook Homes, LLC.

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

Harry B. Heller
Commissioner of the Superior Court

SCHEDULE A

A certain tract or parcel of land, together with the improvements thereon, situated on the northerly side of Stoddards Wharf Road A.K.A. Connecticut Route 214 in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scale: 1" = 40' June 2022 Sheet 2 of 6 Dieter & Gardner Land Surveyors – Planners 1641 Connecticut Route 12 P.O. Box 335 Gales Ferry, CT. 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com" which premises is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the face of a stone wall intersection in the northerly line of Stoddards Wharf Road at the southeasterly corner of the herein described tract and on the dividing line between the herein described tract and land now or formerly of the City of Groton; thence running North 76°03'40" West for a distance of 46.59 feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 82°23'30" West for a distance of 79.80 feet along the face of a stone wall to a point; thence running North 82°23'30" West for a distance of 16.96 feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 84°40'49" West for a distance of 3.06 feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 84°40'49" West for a distance of 125.00 feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 84°40'49" West for a distance of 8.84 feet along the face of a stone wall to a rebar or drill hole to be set at the end of said stone wall; thence running North 82°33'04" West for a distance of 96.22 feet to a point; thence running North 82°33'04" West for a distance of 1.20 feet to a rebar or drill hole to be set; thence running South 89°10'58" West for a distance of 39.03 feet to a point; thence running South 89°10'58" West for a distance of 33.57 feet to a rebar or drill hole to be set; thence running South 83°08'37" West for a distance of 39.51 feet to a rebar or drill hole to be set; thence running South 86°48'51" West for a distance of 39.50 feet to an iron pipe found, the last twelve (12) courses being bounded generally southerly by Stoddards Wharf Road A.K.A. Connecticut Route 214; thence running North 06°12'55" East for a distance of 84.93 feet along a stone wall to a rebar or drill hole to be set; thence running North 06°12'55" East for a distance of 65.01 feet along a stone wall to a rebar or drill hole to be set; thence running North 06°12'55" East for a distance of 65.01 feet along a stone wall to a rebar or drill hole to be set; thence running North 06°12'55" East for a distance of 4.72 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 32°29'47" West for a distance of 31.98 feet along a stone wall to a rebar or drill hole to be set; thence running North 32°29'47" West for a distance of 48.60 feet along a stone wall to a drill hole found at an angle in said stone wall; thence running North 72°49'57" West for a distance of 17.00 feet along a stone wall to a rebar or drill hole to be set; thence running North 72°49'57" West for a distance of 34.72 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 58°20'47" West for a distance of 35.08 feet along a stone wall to a drill hole found at a stone wall corner, the last nine (9) courses being bounded by land now or formerly of Shirley P. Pandora as shown on the above referenced plan; thence running North 20°09'28" East for a distance of 45.03 feet along a stone wall to a rebar or drill hole to be set; thence running North 25°41'15" East for a distance of 25.00 feet along a stone wall to a rebar or drill hole to be set; thence running North 25°41'15" East for a distance of 29.14 feet along a

stone wall to a rebar or drill hole to be set; thence running North 19°59'08" East for a distance of 58.63 feet along a stone wall to a drill hole found, the last four (4) courses being bounded northwesterly by land now or formerly of Arlene Allard as shown on the above referenced plan; thence running North 19°56'17" East for a distance of 15.10 feet along a stone wall to a drill hole found; thence running North 39°38'52" East for a distance of 5.26 feet along a stone wall to a rebar or drill hole to be set; thence running North 39°38'52" East for a distance of 99.20 feet along a stone wall to a rebar or drill hole to be set; thence running North 39°38'52" East for a distance of 25.00 feet along a stone wall to a rebar or drill hole to be set; thence running North 40°32'06" East for a distance of 108.56 feet along a stone wall to a drill hole found; thence running North 38°29'05" East for a distance of 8.16 feet along a stone wall to a rebar or drill hole to be set; thence running North 38°29'05" East for a distance of 61.14 feet along a stone wall to a rebar or drill hole to be set at the end of said stone wall; thence running North 41°56'38" East for a distance of 32.92 feet to a rebar or drill hole to be set; thence running North 41°56'38" East for a distance of 72.51 feet to a rebar or drill hole to be set; thence running South 68°19'11" East for a distance of 42.09 feet to a rebar or drill hole to be set; thence running South 68°19'11" East for a distance of 95.70 feet to a rebar or drill hole to be set; thence running South 68°19'11" East for a distance of 96.32 feet to a rebar or drill hole to be set; thence running South 68°19'11" East for a distance of 14.79 feet to a pin with cap found; thence running South 18°10'45" East for a distance of 86.95 feet to a rebar or drill hole to be set; thence running South 18°10'45" East for a distance of 92.33 feet to a rebar or drill hole to be set; thence running South 18°10'45" East for a distance of 79.39 feet to a rebar or drill hole to be set; thence running South 18°10'45" East for a distance of 65.48 feet to a rebar or drill hole to be set; thence running South 18°10'45" East for a distance of 101.00 feet to a rebar or drill hole to be set; thence running South 18°10'45" East for a distance of 21.18 feet to a drill hole found at the end of a stone wall; thence running South 13°34'05" West for a distance of 41.00 feet along a stone wall to a rebar or drill hole to be set; thence running South 13°34'05" West for a distance of 13.76 feet along a stone wall to a drill hole found; thence running South 13°34'05" West for a distance of 89.30 feet along a stone wall to a rebar or drill hole to be set; thence running South 13°34'05" West for a distance of 85.89 feet along a stone wall to a rebar or drill hole to be set; thence running South 13°34'05" West for a distance of 99.88 feet along a stone wall to the rebar or drill hole to be set at the stone wall intersection face in the northerly line of Stoddards Wharf Road at the point and place of beginning, the last twenty-four (24) courses being bounded by land now or formerly of the City of Groton.

Reference is hereby made to a Warranty Deed from Amer Javed to Avery Brook Homes, LLC dated March 28, 2022 and filed for record in Volume 620, Page 92 of the Ledyard Land Records.

SCHEDULE B

An easement for purposes of ingress and egress and for the installation of utilities over and across certain real property situated on the northerly side of Stoddards Wharf Road in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown as "40' Wide Access/Utility Easement" on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scale: 1" = 40' June 2022 Sheet 2 of 6 Dieter & Gardner Land Surveyors – Planners 1641 Connecticut Route 12 P.O. Box 335 Gales Ferry, CT. 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com" which easement area (to be known as Avery Brook Circle) is more particularly bounded and described as follows:

Beginning at a drill hole or rebar to be set in the northerly line of Stoddards Wharf Road at a southeasterly corner of the herein described easement area, which rebar or drill hole to be set is further located in the southerly line of Lot 23 as shown on the above referenced plan; thence running South 89°10'58" West for a distance of 40.23 feet bounded southerly by Stoddards Wharf Road to a point; thence running North 05°19'11" East for a distance of 266.32 feet to a point; thence running along the arc of a curve to the left with a radius of 90.00 feet, a central angle of 22°43'19" for a distance of 35.69 feet to a point; thence running along the arc of a curve to the left with a radius of 90.00 feet, a central angle of 20°58'05" for a distance of 32.94 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 12°06'15" for a distance of 27.46 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 19°53'23" for a distance of 45.13 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 21°18'25" for a distance of 48.34 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 11°58'41" for a distance of 27.18 feet to a point; thence running North 26°54'31" East for a distance of 50.33 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 30°42'17" for a distance of 80.38 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 17°28'04" for a distance of 45.73 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00, a central angle of 16°49'17" for a distance of 44.04 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 17°01'14" for a distance of 44.56 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 17°36'51" for a distance of 46.11 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 17°26'20" for a distance of 45.66 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 18°55'48" for a distance of 49.56 feet to a point; thence running along the arc of a curve to the right with a radius of 150.00 feet, a central angle of 05°52'28" for a distance of 15.38 feet to a point; thence running South 11°13'11" East for a distance of 121.66 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 16°32'22" for a distance of 37.53 feet to a point; thence running South 05°19'11" West for a distance of 346.92 feet to a point in the face of a stone wall in the northerly line of Stoddards Wharf Road; thence running North 82°23'30" West for a distance of 16.96 feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 84°40'49" West for a distance of 3.06

feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 84°40'49" West for a distance of 20.00 feet along the face of a stone wall to a point; the last three (3) courses being bounded southerly by Stoddards Wharf Road; thence running North 05°19'11" East for a distance of 346.25 feet to a point; thence running along the arc of a curve to the left with a radius of 90.00 feet, a central angle of 16°32'22" for a distance of 25.98 feet to a point; thence running North 11°13'11" West for a distance of 121.66 feet to a point; thence running along the arc of a curve to the left with a radius of 110.00 feet, a central angle of 68°22'03" for a distance of 131.26 feet to a point; thence running along the arc of a curve to the left with a radius of 110.00 feet, a central angle of 73°30'15" for a distance of 141.12 feet to a point; thence running South 26°54'31" West for a distance of 50.33 feet to a point; thence running along the arc of a curve to the left with a radius of 90.00 feet, a central angle of 23°45'06" for a distance of 37.31 feet to a point; thence running along the arc of a curve to the left with a radius of 90.00 feet, a central angle of 41°31'38" for a distance of 65.23 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 13°11'15" for a distance of 29.92 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 26°00'53" for a distance of 59.03 feet to a point; thence running along the arc of a curve to the right with a radius of 130.00 feet, a central angle of 04°29'17" for a distance of 10.18 feet to a point; thence running South 05°19'11" West for a distance of 262.20 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area.

Reference is hereby made to a Warranty Deed from Amer Javed to Avery Brook Homes, LLC dated March 28, 2022 and filed for record in Volume 620, Page 92 of the Ledyard Land Records.

SCHEDULE C

AVERY BROOK HOMES PROPOSED BUDGET FOR FIRST YEAR JANUARY 1, 2023 TO DECEMBER 31, 2023

Item	Amount
INCOME	
Assessment Income ¹	\$22,550.00
EXPENSES	
Liability Insurance	1,850.00
Common Area Mowing	1,200.00
Association Tax Return	500.00
	\$3,550.00
MAINTENANCE FEE	
Snow Plowing	6,000.00
General Road Repair	3,000.00
	\$9,000.00
TOTAL EXPENSES	\$12,550.00
REPLACEMENT RESERVES	
Private Roadway	\$10,000.00
TOTAL REPLACEMENT RESERVES	\$10,000.00
TOTAL ANNUAL EXPENSES AND REPLACEMENT RESERVES	\$22,550.00

¹ The proposed monthly common expense assessment for Units 2, 3, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 21, 23, 25, 26, 29, 30, 31, 32, 34 and 35 is \$59.30; the proposed monthly common expense assessment for Units 1, 6, 12, 22, 27 and 33 is \$31.32; and the proposed monthly common expense assessment for Units 4, 20, 24, 28 and 36 is \$41.76.

AVERY BROOK HOMES, LLC
LIST OF COMPANY MEMBERS AUTHORIZED TO ACT

Peter C. Gardner
P.O. Box 335
Gales Ferry, CT 06335

Conrad C. Gardner, Jr.
2 Aberdeen Court
East Lyme, CT 06333

Anthony Bonafine
39 Bella Vista Drive
North Windham, CT 06256

PLEASE RETURN TO:
Avery Brook Homes, LLC
Attn: Mr. Peter C. Gardner, Member
PO Box 335
Gales Ferry, CT 06335

WARRANTY DEED

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

Know Ye That **AMER JAVED** of the Town of Plainfield, County of Windham and State of Connecticut, for the consideration of **TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00)** received to my satisfaction of **EVERY BROOK HOMES, LLC**, A Connecticut limited liability company with an office and place of business located in the Village of Gales Ferry, Town of Ledyard, County of New London and State of Connecticut, grants to **EVERY BROOK HOMES, LLC**, WITH WARRANTY COVENANTS all those certain tracts or parcels of land, located in the Town of Ledyard, County of New London in the State of Connecticut, known 94, 96, 98, 100 Stoddards Wharf Road, more particularly bounded and described in Schedule "A" attached hereto and made a part hereof.

In Witness Whereof, I have hereunto set my hand and seal this 28 day of March 2022.

Signed and Delivered in the presence of:

Kelly A. Coulard
Kelly A. Coulard
Richard L. Robertson

Amer Javed

STATE OF CONNECTICUT }
COUNTY OF NEW LONDON } ss: Norwich
}

On this 28 day of March 2022, before me, the undersigned officer, personally appeared Amer Javed, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes contained therein. In witness whereof, I hereunto set my hand and official seal.

Richard I. Rothstein
Richard I. Rothstein
Commissioner of the Superior Court

SCHEDULE "A"

Four certain tracts or parcels of land situated on the northerly side of Stoddards Wharf Road (Connecticut Route 214) in the Town of Ledyard, County of New London and State of Connecticut and being more particularly bounded and described as follows:

FIRST TRACT:

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the northerly side of Stoddards Wharf Road (Connecticut Route 214) in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown as "N/F Amer Javad" on a certain map or plan entitled "Subdivision Plan Prepared For Amer Javad 98 Stoddards Wharf Road - (Conn. Rte #214) Ledyard, Connecticut Boundary Survey Map Project No. 11-060 Drawn By: R.A.D. Date: 9/12/11 Revisions 12/11 Per Comments Scale: 1"=40' Sheet 1 of 4 Advanced Surveys, LLC. 25 Apple Lane, Colchester CT. 06415 Phone & Fax (860) 267-5979", with reference further being made to a plan entitled "Lot Division Plan Property of P Ande Holdings, LLC 98 Stoddards Wharf Road (Connecticut Route 214) Ledyard, Connecticut Date: May 10, 2007 Revision No. 1 5/23/07 Street Address, Location Map & Note 12 Added By JB Scale: 1"=40' Drawn By: JB Drawing No: 06064-1 Sheet No. 1 of 2" prepared by James Bernardo, L.S. and filed for record as Map 2524 in the Ledyard Town Clerk's Office, which premises is more particularly bounded and described as follows:

Beginning at an iron pin recovered in the northerly monumented highway line of Stoddards Wharf Road (Connecticut Route 214) at the southwesterly corner of the herein described tract and on the dividing line between the herein described tract and Lot 3 as shown on the above referenced plan; thence running North 04°37'34" West for a distance of 280.53 feet bounded westerly by Lot 3 as shown on the above referenced plan to an iron pin recovered; thence running North 88°04'34" East for a distance of 250.90 feet bounded northerly by Lot 3 as shown on the above referenced plan to an iron pin recovered in a stone wall; thence running South 01°58'21" West for a distance of 275.06 feet bounded easterly by land now or formerly of the City of Groton to a drill hole recovered in a stone wall corner face; thence running North 87°39'24" West for a distance of 46.59 feet along the face of a stone wall to a drill hole recovered in a stone wall angle face; thence running South 86°00'46" West for a distance of 96.76 feet along the face of a stone wall to a drill hole recovered in a stone wall face; thence running South 83°43'27" West for a distance of 76.04 feet along the face of a stone wall to the iron pin recovered at the point and place of beginning.

SECOND TRACT:

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the northerly side of Stoddards Wharf Road (Connecticut Route 214) in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown as Lot 1 on a certain map or plan entitled "Subdivision Plan Prepared For Amer Javad 98 Stoddards Wharf Road - (Conn. Rte #214) Ledyard, Connecticut Boundary Survey Map Project No. 11-060 Drawn By: R.A.D. Date: 9/12/11 Revisions 12/11 Per Comments Scale: 1"=40' Sheet 1 of 4 Advanced Surveys, LLC. 25 Apple Lane, Colchester CT. 06415 Phone & Fax (860) 267-5979" which premises is more particularly bounded and described as follows:

Beginning at a monument recovered in the face of a stone wall in the northerly monumented highway line of Stoddards Wharf Road at the southeasterly corner of the herein described tract and on the dividing line between the herein described tract and Lot 3 as shown on the above referenced plan; thence running South 83°43'27" West for a distance of 32.85 feet, in part along the face of a stone wall, to a point; thence running South 85°51'12" West for a distance of 97.42 feet along the face of a stone wall to a point; thence running South 77°35'14" West for a distance of 72.60 feet to a stone wall end; thence running South 71°32'53" West for a distance of 39.51 feet along the face of a stone wall to a point; thence running South 75°13'07" West for a distance of 19.23 feet along the face of a stone wall to a monument recovered, the last five (5) courses being bounded southerly by Stoddards Wharf Road (Connecticut Route 214); thence running North 05°22'49" West for a distance of 246.53 feet bounded westerly by Lot 2 as shown on the above referenced plan to an iron pin recovered; thence running North 85°06'23" East for a distance of 262.73 feet bounded northerly in part by Lot 2 and in part by Lot 3, each as shown on the above referenced plan, to an iron pin recovered; thence running South 04°37'34" East for a distance of 224.93 feet bounded easterly by Lot 3 as shown on the above referenced plan to the monument recovered at the point and place of beginning.

THIRD TRACT:

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the northerly side of Stoddards Wharf Road (Connecticut Route 214) in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown as Lot 3 on a certain map or plan entitled "Subdivision Plan Prepared For Amer Javad 98 Stoddards Wharf Road - (Conn. Rte #214) Ledyard, Connecticut Boundary Survey Map Project No. 11-060 Drawn By: R.A.D. Date: 9/12/11 Revisions 12/11 Per Comments Scale: 1"=40' Sheet 1 of 4 Advanced Surveys, LLC. 25 Apple Lane, Colchester CT. 06415 Phone & Fax (860) 267-5979" which premises is more particularly bounded and described as follows:

Beginning at a monument recovered in the face of a stone wall in the northerly monumented highway line of Stoddards Wharf Road (Connecticut Route 214) at the southwesterly corner of the herein described tract and on the dividing line between the herein described tract and Lot 1 as shown on the above referenced plan; thence running North 83°43'27" East for a distance of 28.01 feet along the face of a stone wall bounded southerly by Stoddards Wharf Road (Connecticut Route 214) to an iron pin recovered; thence running North 04°37'34" West for a distance of 280.53 feet to an iron pin recovered; thence running North 88°04'34" East for a distance of 250.90 feet to an iron pin recovered in a stone wall, the last two courses being bounded easterly and southerly by land now or formerly of Amer Javad as shown on the above referenced plan; thence running North 01°58'21" East for a distance of 54.77 feet along a stone wall bounded easterly by land now or formerly of the City of Groton to a drill hole recovered in a stone wall corner; thence running North 29°46'29" West for a distance of 446.33 feet bounded northeasterly by land now or formerly of the City of Groton to an iron pin recovered; thence running North 79°54'55" West for a distance of 124.90 feet bounded northeasterly by land now or formerly of the City of Groton to an iron pin recovered; thence running South 03°45'19" West for a distance of 540.98 feet bounded westerly by Lot 2 as shown on the above referenced plan to an iron pin recovered; thence running North

85°06'23" East for a distance of 104.43 feet to an iron pin recovered; thence running South 04°37'34" East for a distance of 224.93 feet to the monument recovered at the point and place of beginning, the last two courses being bounded southerly and westerly by Lot 1 as shown on the above referenced plan.

FOURTH TRACT:

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the northwesterly side of Stoddards Wharf Road (Connecticut Route 214) in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown as Lot 2 on a certain map or plan entitled "Subdivision Plan Prepared For Amer Javad 98 Stoddards Wharf Road - (Conin. Rte #214) Ledyard, Connecticut Boundary Survey Map Project No. 11-060 Drawn By: R.A.D. Date: 9/12/11 Revisions 12/11 Per Comments Scale: 1"=40' Sheet 1 of 4 Advanced Surveys, LLC. 25 Apple Lane, Colchester CT. 06415 Phone & Fax (860) 267-5979" which premises is more particularly bounded and described as follows:

Beginning at a monument recovered in the face of a stone wall in the northwesterly line of Stoddards Wharf Road (Connecticut Route 214) at the southeasterly corner of the herein described tract and on the dividing line between the herein described tract and Lot 1 as shown on the above referenced plan; thence running South 75°13'07" West for a distance of 20.27 feet along the face of stone wall bounded southeasterly by Stoddards Wharf Road (Connecticut Route 214) to an iron pipe recovered at an intersection of stone walls; thence running North 05°22'49" West for a distance of 219.67 feet along a stone wall to a drill hole recovered at an angle in said stone wall; thence running North 44°05'31" West for a distance of 80.58 feet along a stone wall to a drill hole recovered at an angle in said stone wall; thence running North 84°25'41" West for a distance of 51.72 feet along a stone wall to an angle in said stone wall; thence running North 69°56'31" West for a distance of 35.08 feet along a stone wall to a drill hole recovered at a stone wall corner, the last four courses being bounded by land now or formerly of Shirley P. Pandora as shown on the above referenced plan; thence running North 08°33'44" East for a distance of 45.03 feet along a stone wall to an angle in said stone wall; thence running North 14°05'31" East for a distance of 54.14 feet along a stone wall to an angle in said stone wall; thence running North 08°23'24" East for a distance of 58.63 feet along a stone wall to a drill hole recovered, the last three courses being bounded westerly by land now or formerly of Arlene Allard as shown on the above referenced plan; thence running North 08°20'33" East for a distance of 15.10 feet along a stone wall to a drill hole recovered at an angle in said stone wall; thence running North 28°03'08" East for a distance of 129.46 feet along a stone wall to a drill hole recovered at an angle in said stone wall; thence running North 28°56'22" East for a distance of 108.56 feet along a stone wall to a drill hole recovered at a stone wall corner; thence running North 26°53'21" East for a distance of 69.30 feet along a stone wall to the end of said stone wall; thence running North 30°20'54" East for a distance of 105.43 feet passing through a pile of stones and remains of stone wall on line as shown on the above referenced plan to an iron pin recovered, the last five courses being bounded northwesterly by land now or formerly of the City of Groton as shown on the above referenced plan; thence running South 79°54'55" East for a distance of 124.00 feet bounded northeasterly by land now or formerly of the City of Groton to an iron pin recovered; thence running South 03°45'19" West for

a distance of 540.98 feet bounded southeasterly by Lot 3 as shown on the above referenced plan to an iron pin recovered; thence running South 85°06'23" West for a distance of 158.30 feet to an iron pin recovered; thence running South 05°22'49" East for a distance of 246.53 feet to the monument recovered at the point and place of beginning, the last two courses being bounded southerly and easterly by Lot 1 as shown on the above referenced plan.

Reference is hereby made to a Warranty Deed from Richard I. Rothstein to Amer Javed dated March 5, 2010 and recorded in Volume 474, Page 430 of the Ledyard Land Records.

HELLER, HELLER & McCOY
Attorneys at Law
736 Norwich-New London Turnpike
Uncasville, Connecticut 06382

Sidney F. Heller (1903-1986)
Harry B. Heller (hheller@hellermccoy.com)
William E. McCoy (bmccoy@hellermccoy.com)

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Andrew J. McCoy (amccoy@hellermccoy.com)

Telephone: (860) 848-1248
Facsimile: (860) 848-4003

August 25, 2022

Town of Ledyard Planning and Zoning Commission
Attn: Mrs. Juliet Hodge, Director of Planning
741 Colonel Ledyard Highway
Ledyard, CT 06339

Re: Application of Avery Brook Homes, LLC for an affordable housing subdivision
(C.G.S. §8-30g) on properties located at 94, 96, 98 and 100 Stoddards Wharf Road,
Ledyard, Connecticut

Dear Juliet:

As you are aware, this office represents Avery Brook Homes, LLC, the owner of properties located at 94, 96, 98 and 100 Stoddards Wharf Road, Ledyard, Connecticut. On behalf of our client, we hereby submit herewith an application for subdivision approval of a proposed thirty-six (36) lot residential subdivision submitted under the provisions of Connecticut General Statutes §8-30g. The project contemplates the development of a private road (Avery Brook Circle) which will provide access and utilities to all lots in the affordable housing subdivision from Stoddards Wharf Road A.K.A. Connecticut Route 214. The common element in this community is an easement right for lot owners to utilize, maintain, repair and replace Avery Brook Circle and its related infrastructure. The project is formulated under the Connecticut Common Interest Ownership Act, Connecticut General Statutes §47-200 et. seq.

Submitted herewith and constituting the application for subdivision approval pursuant to the provisions of the Affordable Housing Act and the Connecticut Common Interest Ownership Act are the following:

1. Five (5) copies of the Town of Ledyard Application for the Subdivision of Land.
2. Original and four (4) copies of the Subdivision/Resubdivision Checklist for this project.
3. Authorization signed by Avery Brook Homes, LLC authorizing the law firm of

Heller, Heller, Heller & McCoy, the land surveying – planning firm of Dieter & Gardner, Inc., GEI Consultants, Inc. and KWH Enterprise, LLC to represent its interest in all proceedings before the Town of Ledyard Planning and Zoning Commission with respect to this subdivision application.

4. Five (5) copies of the draft Planned Community Declaration for the project pursuant to the provisions of the Connecticut Common Interest Ownership Act.
5. Five (5) copies of the Affordability Plan for the project prepared pursuant to the requirements of Section 8-30g of the Connecticut General Statutes and the regulations promulgated thereunder.
6. Five (5) copies of the hydrogeologic study for the project prepared by GEI Consultants, Inc.
7. Pursuant to the requirements of Section 4.2.1 of the Ledyard Subdivision Regulations, our client has commissioned KWH Enterprise, LLC, a professional engineering firm concentrating in traffic engineering, to prepare a traffic study for the project. The traffic study will be submitted, as a component of the application, in advance of the public hearing on this resubdivision application.
8. A copy of our correspondence of even date herewith to Groton Utilities since the property proposed for resubdivision is located within the limits of the City of Groton Utilities watershed.
9. A copy of our correspondence of even date herewith to the Commissioner of Public Health of the State of Connecticut due to the fact that the property which is the subject of the resubdivision application is located within the City of Groton Utilities watershed.
10. Five (5) prints of the subdivision plan entitled “Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scales As Shown June 2022 Sheets 1 of 6 to 6 of 6 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com”.
11. Five (5) copies of the report from the Ledge Light Health District concerning the suitability of the lots in the proposed affordable housing subdivision for the siting of on-site sanitary sewage disposal systems.

12. Five (5) copies of a Warranty Deed from Amer Javed to Avery Brook Homes, LLC a/k/a Avery Brook Homes LLC thereby vesting title to the real property which is the subject of this affordable housing subdivision application in Avery Brook Homes, LLC a/k/a Avery Brook Homes LLC, the original of which deed is filed for record in Volume 620, Page 92 of the Ledyard Land Records.
13. A list of limited liability company members of Avery Brook Homes, LLC authorized to act.
14. A check in the amount of \$2,460.00 representing payment of the fee for the resubdivision application calculated as follows:

Base fee (up to three lots)	\$250.00
Thirty-three excess lots @ \$50.00 per lot	\$1,650.00
Public hearing fee	\$500.00
State fee	\$60.00
Total	\$2,460.00

Request is hereby made that you place this matter on the agenda of the regularly scheduled meeting of the Town of Ledyard Planning and Zoning Commission of September 8, 2022. Request is hereby further made that the Ledyard Planning and Zoning Commission schedule a public hearing on this resubdivision application at the earliest available meeting date subsequent to September 8, 2022.

Should you have any questions concerning the application, or need anything further at this time, please feel free to contact the undersigned.

Very truly yours,

Harry B. Heller

HBH/rmb
Enclosures

**AFFORDABILITY PLAN FOR AVERY
BROOK HOMES SUBDIVISION
PROPERTIES OF AVERY BROOK
HOMES, LLC**

AUGUST 15, 2022

**Submitted by AVERY BROOK HOMES,
LLC**

to the

**Ledyard Planning and Zoning
Commission**

PREPARED BY:

**Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, Connecticut 06382**

DEFINITIONS:

“Community” - means the Avery Brook Homes Resubdivision of properties known as 94, 96, 98 and 100 Stoddards Wharf Road, Ledyard, Connecticut located on the northerly side of Stoddards Wharf Road containing 9.21 acres of land, more or less, which real property is shown and designated as Lots 94, 96, 98 and 100 on Ledyard Assessor’s Map 65, and which community is more particularly shown on a plan entitled “Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road a.k.a. Connecticut Route 214 Ledyard, Connecticut Scales As Shown July 2022 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, Ct. 06335 (860) 464-7455 email: dieter.gardner@yahoo.com” consisting of Sheets 1 of 6 to 6 of 6. The Community will be declared as a planned community under the Connecticut Common Interest Ownership Act pursuant to a separate “Declaration of Avery Brook Homes”. The Community will contain thirty-six (36) building lots (Units) and Avery Brook Circle.

“Affordable Home” - means a home within the Community that is subject to long-term price restrictions as set forth in this Plan and within the Community that will be constructed to the minimum specifications set forth in **Schedule C** of this Plan. Affordable Homes are to be sold.

“Affordable Home Lot” - means any building lot within the Community upon which an Affordable Home is to be constructed and which is sold to an affordable home owner.

“Developer” - means Avery Brooks Homes, LLC, a Connecticut limited liability company with an address of 1641 Route 12, Gales Ferry, Connecticut 06335-1533 or its successors and assigns.

“Market Rate Home” - means a home within the Community that is not subject to long term price restrictions.

“Owner” - means the individual or individuals who possess fee simple title to either a Market Rate Home or an Affordable Home in the Community.

I. Homes Designated for Affordable Housing.

At all times a minimum of thirty (30%) percent of the homes in the Community will be designated as affordable housing, as defined by Connecticut General Statutes §8-30g. The specific Affordable Home Lots designated as Affordable Home Lots in the resubdivision are identified in **Schedule B** of this Plan. The resubdivision shall contain eleven (11) Affordable Home Lots, of which six (6) will be designated as “Sixty Percent Lots” and of which five (5) will be designated as “Eighty Percent Lots”.

II. Forty (40) Year Period.

The Affordable Homes shall be designated as affordable for forty (40) years. This affordability period shall be calculated separately for each Affordable Home, and the period shall begin on the date of conveyance of such Affordable Home from the Developer or its

successors or assigns to an eligible owner, as hereinafter defined.

III. Pro-Rata Construction.

The Affordable Homes shall be offered on a pro rata basis as construction proceeds. It is the Developer's intent, therefore, to build and offer for sale eleven (11) Affordable Homes within the common interest community. The Developer anticipates a build out and absorption period of five (5) years for the common interest community based upon its experience with other projects and information received from its real estate consultants.

IV. Nature of Construction of Affordable Homes and Market-Rate Homes.

Within the Community, the Developer shall offer Market Rate Homes each of which shall be built in compliance with the minimum specifications, which include square footage, exterior finishes, interior materials, and amenities, set forth in Schedule C of this Plan. The actual model, size and floor plan of the Market Rate Homes and the Affordable Homes shall be selected so that each Affordable Home shall be comparable in size, quality, and appearance to each Market Rate Home.

V. Entity Responsible for Administration and Compliance.

This Plan will be administered by Avery Brook Homes, LLC, or its designees, successors and assigns ("Administrator"). The Administrator shall submit a status report to the Town of Ledyard Zoning Enforcement Officer on compliance with this Plan annually no later than January 31 of each year that this Plan is in effect. The Developer or its successors or assigns may appoint a qualified third party to serve as Administrator. Notice of a vacancy in the position of Administrator and of the appointment of a new or successor Administrator shall be reported to the Ledyard Zoning Enforcement Officer within five business days of its occurrence. Failure to have a qualified Administrator in place for a period of more than thirty (30) successive days shall be considered a violation of the terms of this Plan and of the resubdivision approval and shall entitle the Town of Ledyard to obtain any and all appropriate legal or equitable remedies necessary to obtain a qualified Administrator for the Community, to recover any damages it incurs on account of the vacancy in the position, and also including all remedies provided by Connecticut General Statutes §8-12 and Connecticut General Statutes Chapter 126. The Developer and/or the Owner of the Lots comprising the Resubdivision(s), shall be responsible for securing and paying all fees, costs and/or other expenses associated with and charged by an Administrator, and for any damages resulting to any person or entity, including the Town of Ledyard, or any of its officers, employees or representatives, on account of the failure to have an Administrator in place at any time or for any violation of the Plan, including violations of this Article V. All obligations and liabilities of the Developer shall terminate once the Developer has sold each Lot within the Community. The Town of Ledyard may seek remedies hereunder against the Developer and/or any one or more of the Lot Owners. The Town of Ledyard shall be entitled to attorney's fees and costs associated with any action it takes to enforce the terms of this Article V. The requirements of this Article V shall be recited in the deed to each lot in the Community and shall be incorporated therein and made a part thereof. Notwithstanding any of the above, the Developer will be responsible for all advertising

and marketing requirements for initial sales under this Plan.

VI. Notice of Initial Sale of Affordable Homes.

Except as provided in Section X hereof, the Developer shall provide notice of the availability of each Affordable Home for sale (the “Notice of Initial Sale”). Such notices shall be provided in accordance with the Affirmative Fair Housing Marketing Plan as outlined in Section VIII. The Developer shall also provide such notice to the Ledyard Zoning Enforcement Officer. Such notice shall include a description of the available Affordable Home(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information. All such notices shall comply with the federal Fair Housing Act, 42 U.S.C. §§3601 et seq. and the Connecticut Fair Housing Act, Connecticut General Statutes §§46a - 64b, 64c (together, the “Fair Housing Acts”).

VII. Purchaser Eligibility.

Not less than sixteen and sixty-six one hundredths percent (16.66%) (with respect to the resubdivision, six (6) homes, Lots 1, 6, 12, 22, 27 and 33) of the Homes for sale shall be sold to persons or families whose income is less than or equal to sixty percent (60%) of the area or statewide median income, whichever is less. The remainder of the Affordable Homes for sale (in the resubdivision, five (5) homes, Lots 4, 20, 24, 28 and 36) shall be sold to persons or families whose income is less than or equal to eighty percent (80%) of the area or statewide median income, whichever is less. The area and statewide median income shall be as determined by the Department of Housing and Urban Development (“HUD”). Purchasers shall be permitted to make down payments that exceed ten (10%) percent of the purchase price; however, for the purposes of calculating the Maximum Sales Price, a ten percent (10%) down payment shall be used.

VIII. Affirmative Fair Housing Marketing Plan.

The sale of both Affordable Homes and Market Rate Homes in the Community shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The purpose of such efforts shall be to apprise residents of municipalities of relatively high concentrations of minority populations of the availability of such units. The Administrator shall have responsibility for compliance with this section. Notices of initial availability of units shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in such identified municipalities. The Administrator shall also provide such notices to the Ledyard Zoning Enforcement Officer and the Town of Ledyard Housing Authority. Such notices shall include a description of the available Affordable Home(s), the eligibility criteria for potential purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information.

Using the above-referenced State regulations as guidelines, dissemination of information about available affordable and market-rate units shall include:

- A. Analyzing census, Connecticut Department of Economic and Community Development town profiles, and other data to identify racial and ethnic groups least likely to apply based on representation in Ledyard's population, including Asian Pacific, Black, Hispanic, and Native American populations.
- B. Announcements/advertisements in publications and other media that will reach minority populations, including newspapers, such as television and radio stations serving the New London County Metropolitan Statistical Area and Regional Planning Area, and advertisements or flyers likely to be viewed on public transportation or public highway areas.
- C. Announcements to social service agencies and other community contacts serving low-income minority families (such as churches, civil rights organizations, the housing authority, and other housing authorities in towns represented in New London County's Metropolitan Statistical Area and Regional Planning Agency, legal services organizations, etc.).
- D. Assistance to minority applicants in processing applications.
- E. Marketing efforts in geographic area of high minority concentrations within the housing market area and metropolitan statistical area.
- F. Beginning affirmative marketing efforts prior to general marketing of units, and repeating again during initial marketing and at 50 percent completion.

All notices shall comply with the Fair Housing Acts.

IX. Application Process.

A family or household seeking to purchase one of the Affordable Homes ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Act.

A. Application Form.

The application form shall be provided by the Administrator and shall include an income pre-certification eligibility form and an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). If the Applicant's financial disclosures indicate that the Applicant may experience a significant change in the Applicant's future income during the twelve (12) month period, the Administrator shall not consider this change unless there is a reasonable assurance that the change will in fact occur. The Applicant's income need not be re-verified after the time of initial purchase. In determining what is and is not to be included in the definition of family annual

income, the Administrator shall use the criteria set forth by HUD and listed on **Schedule D** of this Plan.

B. Applicant Interview.

The Administrator shall interview an Applicant upon submission of the completed application. Specifically, the Administrator shall, during the interview, undertake the following:

1. Review with the Applicant all the information provided on the application.
2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. The term “family” shall be as defined by the Connecticut Agency Regulations, Connecticut General Statutes §8-37ee-1, as amended.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a certified decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding re- sale.

C. Verification of Applicant’s Income.

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall issue a pre-certification letter. The letter shall indicate to the Applicant and the Administrator that the Applicant is income eligible, subject to the verification of the information provided in the Application. The letter will notify the Applicant that he/she will have thirty (30) days to submit all required documentation.

If applicable, the Applicant shall provide the documentation listed on **Schedule E** of this Plan, to the Administrator. This list is not exclusive, and the Administrator may require any other verification or documentation, as the Administrator deems necessary.

X. Prioritization of Applicants for Initial Occupancy.

If, after publication of the Notice of Initial Sale as described in Section VI hereof, the number of qualified Applicants exceeds the number of Affordable Homes, then the Administrator shall establish a list of Applicants, selected by a random lottery of all eligible Applicants, for the initial sales of Affordable Homes. The initial sales of Affordable Homes will be offered according to the Applicant's lottery ranking. Following the initial sales of the Affordable Homes, if the number of qualified Applicants exceeds the number of available Affordable Homes, the Administrator shall establish a priority list of applicants based on a "first come, first served" basis, subject to the applicant's income pre-certification eligibility and the preferences as established in this Section X. The Affordable Homes will then be offered according to the applicant's numerical listing. The Administrator shall retain the established priority list of Applicants for a period of two (2) years subsequent to the date of determination of eligibility. This priority list shall be utilized for any Affordable Homes which become available within said two (2) year period.

XI. Maximum Monthly Housing Payment Eligibility.

Calculation of eligibility for occupancy in an Affordable Home, so as to satisfy Connecticut General Statutes §8-30g, shall require the proposed occupant to meet three criteria: (1) maximum household income, adjusted for unit/family size; (2) a maximum purchase price for the unit that does not exceed the maximum sale price for an Affordable Home as calculated under Connecticut General Statutes §8-30g and corresponding regulations; and (3) a maximum monthly housing payment that is less than the amount calculated under Connecticut General Statutes §8-30g, as follows:

XII. Maximum Initial Sale Price.

Calculation of the maximum initial sale price ("Maximum Initial Sale Price") for an Affordable Home, so as to satisfy Connecticut General Statutes §8-30g, shall utilize the lesser of the area median income data or the statewide median income data as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the Affordable Home ("Owner"). The Maximum Initial Sale Price shall be calculated as follows (using the Norwich-New London, CT HUD Metro FMR Area income level of \$102,900.00):

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Example of Calculation of Sales Price for a 3 bedroom home for a family earning less than 60% of Median Income:

	Sample computations based on FY 2021 data.
1. Determine lower of area or statewide median Income for a family of four (4)	\$102,900.00
2. Determine the adjusted income for a household of 3.0 bedrooms by calculating 104% of item 1:	\$107,016.00
3. Calculate 60% of item 2:	\$64,209.60
4. Calculate 30% of item 3 representing the maximum portion of a family's income that may be used for housing:	\$19,262.88
5. Divide item 4 by twelve (12) to determine the maximum monthly outlay:	\$1,605.24
6. Determine by reasonable estimate monthly expenses, including real estate taxes (\$184.73 ¹), utilities (\$205.00), homeowners insurance (\$65.00), common interest community common charges (\$31.32) and private mortgage insurance (\$79.00)	\$565.05
7. Subtract item 6 from item 5 to determine the amount available for mortgage principal and interest:	\$1,040.19
8. Apply item 7 to a reasonable mortgage term (such as 30 years) at a reasonably available interest rate; (3.375% rate for the sample calculation ²) to determine mortgage amount:	\$235,250.00
9. Assume 10% down payment:	<u>\$26,138.88</u>
10. Add items 8 and 9 to determine MAXIMUM SALE PRICE:	\$261,388.88

¹ Based on current tax burden for a 60% home in the Flat Brook Subdivision.

² Based on current Dime Bank 5/1 adjustable rate thirty-year mortgages, 08/05/2022).

Example of Calculation of Sales Price for a 3 bedroom home for a family earning between 60% and 80% of Median Income:

	Sample computations based on FY 2021 data.
1. Determine lower of area or statewide median Income for a family of four (4)	\$102,900.00
2. Determine the adjusted income for a household of 3.0 bedrooms by calculating 104% of item 1:	\$107,016.00
3. Calculate 80% of item 2:	\$85,612.80
4. Calculate 30% of item 3 representing the maximum portion of a family's income that may be used for housing:	\$25,683.84
5. Divide item 4 by twelve (12) to determine the maximum monthly outlay:	\$2,140.32
6. Determine reasonable estimate monthly expenses, including real estate taxes (\$225.30 ³), utilities (\$205.00), homeowners insurance (\$100.00), common interest community common charges (\$41.76) and private mortgage insurance (\$92.00)	\$664.06
7. Subtract item 6 from item 5 to determine the amount available for mortgage principal and interest:	\$1,476.26
8. Apply item 7 to a reasonable mortgage term (such as 30 years) at a reasonably available interest rate; (3.375% rate for the sample calculation ⁴) to determine mortgage amount:	\$333,900.00
9. Assume 10% down payment:	<u>\$37,100.00</u>
10. Add items 8 and 9 to determine MAXIMUM SALE PRICE:	\$371,000.00

A. Principal Residence.

Affordable Homes that are sold shall be occupied only as an Owner's principal residence. Subleasing of Affordable Homes by the Owner shall be prohibited.

³ Based on current tax burden for an 80% home in the Flat Brook Subdivision.

⁴ Based on current Dime Bank 5/1 adjustable rate thirty-year mortgages on 08/05/2022.

B. Requirement to Maintain Condition.

All Owners are required to maintain their homes. The Owner shall not destroy, damage or impair the home, allow the home to deteriorate, or commit waste on the home. When an Affordable Home is offered for re-sale, the Administrator may cause the home to be inspected.

C. Resale of an Affordable Home.

An Owner may sell his or her Affordable Home at any time, provided that the Owner complies with the restrictions concerning the sale of homes as set forth in this Plan and in the occupancy restrictions set forth in Schedule F (the "Deed Restrictions"). If the Owner wishes to sell, the Owner shall notify the Administrator in writing. The Owner shall pay the Administrator a reasonable fee to cover the cost of administering the sale. The Administrator shall then work with the Owner to calculate a Maximum Sale Price, as set forth in this Section XII. The Administrator shall publish notice of the availability of the home in the same manner as was followed for the initial sale, as set forth in Section VI above. The Administrator shall bring any purchase offers received to the attention of the Owner.

The Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. The Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of this Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in this Plan. Once the Owner and potential purchaser execute the purchase and sale agreement, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have ten (10) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in Section IX above. The Administrator shall notify the Owner and the potential purchaser of its determination of eligibility in writing within said ten (10) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and the Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and the Owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Home has complied with the provisions of this Plan. The Owner shall bear the cost of recording the certification.

D. Enforcement.

A violation of this Plan or the Deed Restrictions shall not result in a forfeiture of title, but the Ledyard Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of Affordable Homes with the affordable housing regulations.

E. Occupancy Restrictions.

The Occupancy Restrictions contained in Schedule F shall be included in each deed of an Affordable Home during the forty (40) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers. No Affordable Home shall be sold to any purchaser during the forty (40) year period in which the affordability program is in place unless all lenders providing mortgage financing to such purchaser shall subordinate their mortgage to the terms of the occupancy restrictions contained in Schedule F and agree that any foreclosure of such mortgage will not terminate the sale and resale price restrictions.

F. Common Interest Community Restrictions.

All Affordable Home Lots and Market Rate Lots located in the Avery Brook Homes Community are subject to the Declaration of Avery Brook Homes made pursuant to the provisions of Connecticut General Statutes §47-200 et. seq. The Avery Brook Homes Community is a “Planned Community” as defined in the Connecticut Common Interest Ownership Act, Connecticut General Statutes §47-200 et. seq. The street within the Common Interest Community; i.e. Avery Brook Circle, is the common element within the Common Interest Community. Pursuant to the Declaration of Avery Brook Homes, each lot owners within the planned community is responsible for its pro rata share of the cost of maintenance of the common elements, adjusted based upon affordability criteria for affordable homes, and is further subject to the other terms and conditions of the common interest community Declaration. The common interest community Declaration will be filed for record in the Ledyard, Connecticut Land Records contemporaneously with the filing of this Affordability Plan.

G. Binding Effect.

This Plan shall be binding on the successors and assigns of the Developer.

Executed at Montville, Connecticut this ____ day of _____, 2022.

Signed, Sealed and Delivered
in the Presence of:

EVERY BROOK HOMES, LLC, a
Connecticut limited liability company

By: _____ (L.S.)

Peter C. Gardner, Its Member

STATE OF CONNECTICUT)
) ss. Montville
COUNTY OF NEW LONDON)

On this, the _____ day of _____, 2022, before me, the undersigned officer, personally appeared Peter C. Gardner, who acknowledged himself to be a Member of Avery Brook Homes, LLC, a limited liability company, duly authorized, signer and sealer of the foregoing AFFORDABILITY PLAN and acknowledged the execution of the same to be his free act and deed as Member aforesaid and the free act and deed of Avery Brook Homes, LLC.

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

Notary Public
My Commission Expires: _____

SCHEDULE A
PROPERTY DESCRIPTION OF THE RESUBDIVISION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and Avery Brook Circle as shown on a map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddard Wharf Road a.k.a. Connecticut Route 214 Ledyard, Connecticut Scale: 1"=40' July 2022 Sheet 2 of 6 Dieter & Gardner Land Surveyors-Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, Ct. 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com" which map is on file with the Town Clerk of the Town of Ledyard, Connecticut.

The property is further described as Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and Avery Brook Circle (the Common Elements) in the Declaration of Avery Brook Homes by Avery Brook Homes, LLC, which Declaration is on file with the Town Clerk of the Town of Ledyard, Connecticut.

SCHEDULE B
IDENTIFICATION OF AFFORDABLE HOMES

Affordable Homes shall be located on the following lots:

Lots 1, 4, 6, 12, 20, 22, 24, 27, 28, 33 and 36

Lots 1, 6, 12, 22, 27 and 33 shall be at the 60% median income level.

Lots 4, 20, 24, 28 and 36 shall be at the 60% to 80% median income level.

Total: 11 lots

Affordable Home Lots may be shifted or exchanged as long as they remain interspersed, as is reasonably possible given existing occupied homes at the time of conversion, and not concentrated in particular areas of the site and the 30% ratio is maintained at all times and the Declaration of Avery Brook Homes is amended accordingly.

SCHEDULE C

MINIMUM SPECIFICATIONS FOR MARKET-RATE AND AFFORDABLE HOMES

Foundation

8" poured concrete walls, 4" poured concrete floors

Bituminous waterproof coating on foundation walls below grade Steps/railings per code

Carpentry

2x6 pressure treated wood sills and sealer concrete 2x4 16" on center interior wall framing
2x6 16" on center exterior wall framing 1/2" sheathing on exterior walls Douglas fir floor joists
1/2" sheathing on roof 2x10 wood basement stairs with handrails Main Staircase: poplar riser
with oak tread, traditional

Typar or equivalent building wrap on exterior walls. Pressure treated wood deck: 1Ox12

Vinyl plank; 3/8" under vinyl or tile

3/4" under rugs

Interior Trim Accessories

White pine trim around door, window and baseboard White vinyl coated wire shelf systems

All accessories, such as mirrors, medicine cabinets, etc. are included in cabinet allowance.

Cabinets, Vanities and Counter Tops

\$8,000 allowance (included countertops and accessories, such as knobs)

Siding

Vinyl

Front Shutters Aluminum wrap trim

Aluminum gutters and downspouts

Roofing

1/2" sheathing roof sheathing

Architectural shingles (weathered wood) Soffit and ridge vents

Aluminum flashing and aluminum drip cap

Insulation-Fiberglass

R-49 in ceiling

R-21 in walls

R-11 in basement

Doors

Exterior doors insulated metal 6 panel Masonite

Windows

Double hung Thermopane windows with screens or equivalent; Casement in kitchen

Drywall

1/2" drywall interior 1/2" drywall ceilings

Flooring

Allowance: \$18 .00 square yard, to include padding and installation. Vinyl in all bathrooms

Front Steps

Pressure treated

Heating/Hot Water

Electric base ray

Utilities

Well, septic, electric, telephone and cable

Landscaping

Rough grade and seed, one time only

Crushed stone driveway

Other Costs

If required by lender, treatment of ground against wood destroying insects to be paid by buyer.

Costs of all extras to be paid by buyer in advance

Allowance Summary

Cabinets, counter tops, accessories	<u>\$8,000.00</u>
Lighting	<u>\$1,100.00</u>
Flooring, included padding and installation	<u>\$18.00 sq. yard</u>

SCHEDULE D
DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

1. Annual income shall be calculated with reference to 24 C.F.R. §5.609, and includes, but is not limited to, the following:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
 - b. The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
 - c. Interest, dividends, and other net income of any kind from real or personal property;
 - d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments;
 - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
 - f. Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (1) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus
 - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;
 - g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (e.g. periodic gifts from family members, churches, or other sponsored group, even if the gifts are designated as rental or other assistance);
 - h. All regular pay, special pay and allowances of a member of the armed forces;
 - i. Any assets not earning a verifiable income shall have an imputed interest income using a current average annual savings interest rate.

2. Excluded from the definition of family annual income are the following:
 - a. Income from employment of children under the age of 18;
 - b. Payments received for the care of foster children;
 - c. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;
 - d. Amounts received that are specifically for, or in reimbursement of, the cost of medical expense for any family member;
 - e. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;
 - f. Amounts received under training programs funded by HUD;
 - g. Food stamps; and
 - h. Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).
3. Net family assets for purposes of imputing annual income include the following:
 - a. Cash held in savings and checking accounts, safety deposit boxes, etc.;
 - b. The current market value of a trust for which any household member has an interest;
 - c. The current market value, less any outstanding loan balances of any rental property or other capital investment;
 - d. The current market value of all stocks, bonds, treasury bills, certificates of deposit and money market funds;
 - e. The current value of any individual retirement, 401K or Keogh account;
 - f. The cash value of a retirement or pension fund which the family member can withdraw without terminating employment or retiring;
 - g. Any lump-sum receipts not otherwise included in income (i.e., inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);
 - h. The current market value of any personal property held for investment (i.e., gems, jewelry, coin collections); and

- i. Assets disposed of within two (2) years before the Application Date, but only to the extent consideration received was less than the fair market value of the asset at the time it was sold.
4. Net family assets do not include the following:
 - a. Necessary personal property (clothing, furniture, cars, etc.);
 - b. Vehicles equipped for handicapped individuals;
 - c. Life insurance policies;
 - d. Assets which are part of an active business, not including rental properties; and
 - e. Assets that are not accessible to the Applicant and provide no income to the Applicant.

SCHEDULE E **DOCUMENTATION OF INCOME**

The following documents shall be provided, where applicable, to the Administrator to determine income eligibility:

1. **Employment Income.**

Verification forms must request the employer to specify the frequency of pay, the effective date of the last pay increase, and the probability and effective date of any increase during the next twelve (12) months. Acceptable forms of verification (of which at least one must be included in the Applicant file) include:

- a. An employment verification form completed by the employer.
- b. Check stubs or earnings statement showing Applicant's gross pay per pay period and frequency of pay.
- c. W-2 forms if the Applicant has had the same job for at least two years and pay increases can be accurately projected.
- d. Notarized statements, affidavits or income tax returns signed by the Applicant describing self-employment and amount of income, or income from tips and other gratuities.

2. **Social Security, Pensions, Supplementary Security Income, Disability Income.**

- a. Benefit verification form completed by agency providing the benefits.
- b. Award or benefit notification letters prepared and signed by the authorizing agency. (Since checks or bank deposit slips show only net amounts remaining after deducting SSI or Medicare, they may be used only when award letter cannot be obtained.)
- c. If a local Social Security Administration ("SSA") office refuses to provide written verification, the Administrator should meet with the SSA office supervisor. If the supervisor refuses to complete the verification forms in a timely manner, the Administrator may accept a check or automatic deposit slip as interim verification of Social Security or SSI benefits as long as any Medicare or state health insurance withholdings are included in the annual income.

3. **Unemployment Compensation.**

- a. Verification form completed by the unemployment compensation agency.
- b. Records from unemployment office stating payment dates and amounts.

4. Government Assistance.

- a. All Government Assistance Programs. Agency's written statements as to type and amount of assistance Applicant is now receiving, and any changes in assistance expected during the next twelve (12) months.
- b. Additional Information for "As-paid" Programs: Agency's written schedule or statement that describes how the "as-paid" system works, the maximum amount the Applicant may receive for shelter and utilities and, if applicable, any factors used to ratably reduce the Applicant's grant.

5. Alimony or Child Support Payments.

- a. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- b. A letter from the person paying the support.
- c. Copy of latest check. The date, amount, and number of the check must be documented.
- d. Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

6. Net Income from a Business.

The following documents show income for the prior years. The Administrator must consult with Applicant and use this data to estimate income for the next twelve (12) months.

- a. IRS Tax Return, Form 1040, including any:
 - (1) Schedule C (Small Business).
 - (2) Schedule E (Rental Property Income).
 - (3) Schedule F (Farm Income).
- b. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- c. Audited or unaudited financial statement(s) of the business.

- d. A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.
- e. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

7. Recurring Gifts.

- a. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
- b. Applicant's notarized statement or affidavit that provides the information above.

8. Scholarships, Grants, and Veterans Administration Benefits for Education.

- a. Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income.
- b. Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled checks or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to change for the next twelve (12) months.
- c. Lease and receipts or bills for rent and utility costs paid by students living away from home.

9. Family Assets Currently Held.

For non-liquid assets, collect enough information to determine the current cash value (i.e., the net amount the Applicant would receive if the asset were converted to cash).

- a. Verification forms, letters, or documents from a financial institution, broker, etc.
- b. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- c. Quotes from a stock broker or realty agent as to net amount Applicant would receive if Applicant liquidated securities or real estate.
- d. Real estate tax statements if tax authority uses approximate market value.
- e. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.

- f. Appraisals of personal property held as an investment.
- g. Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.

10. Assets Disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date.

- a. Applicant's certification as to whether it has disposed of assets for less than FMV during the two (2) years preceding the Application Date.
- b. If the Applicant states that it did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:
 - (1) A list of all assets disposed of for less than FMV;
 - (2) The date Applicant disposed of the assets;
 - (3) The amount the Applicant received; and
 - (4) The market value to the asset(s) at the time of disposition.

11. Savings Account Interest Income and Dividends.

- a. Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
- b. Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.
- c. If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months.

12. Rental Income from Property Owned by Applicant.

The following, adjusted for changes expected during the next twelve (12) months, may be used:

- a. IRS Form 1040 with Schedule E (Rental Income).
- b. Copies of latest rent checks, leases, or utility bills.
- c. Documentation of Applicant's income and expenses in renting the property (tax

statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedule showing monthly interest expense).

- d. Lessee's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

13. Full-Time Student Status.

- a. Written verification from the registrar's office or appropriate school official.
- b. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

SCHEDULE F
DEED RESTRICTIONS

TO BE INSERTED IN ALL DEEDS IN THE AVERY BROOK HOMES RESUBDIVISION:

As a Community which is approved pursuant to Connecticut General Statutes §8-30g, the individual lots (units) which have been approved by the Ledyard Planning and Zoning Commission have been allowed to vary from the size and bulk requirements contained in the Zoning Regulations of the Town of Ledyard. For the purposes of the Avery Brook Homes Resubdivision, as approved by the Ledyard Planning and Zoning Commission on _____, 2022, the minimum lot size will be 8,400 square feet, the minimum front yard setback from the common interest community common element will be 12 feet, the minimum rear yard setback will be 15 feet and the minimum side yard setback will be 6 feet. The following uses shall be permitted on each lot in the common interest community: all uses permitted as of right or by special permit in accordance with the procedures and criteria set forth in the Zoning Regulations of the Town of Ledyard for the R-60 Zoning District. These limitations shall run with the land and shall not expire when the affordability provisions of the subdivision have lapsed.

TO BE INSERTED IN ALL AFFORDABLE HOME DEEDS IN THE AVERY BROOK HOMES RESUBDIVISION:

The language below shall be inserted in each deed for an Affordable Home unit for the duration of the forty (40) year sale price restriction period.

The property conveyed hereby is an “affordable housing” home subject to the requirements of Connecticut General Statutes Section 8-30g. Said property is subject to the following restrictions (the “Restrictions”):

TO BE INSERTED IN A DEED FOR A SIXTY PERCENT HOME:

1. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in Section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect upon the date of the original application for the initial local approval, August ___, 2022, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price. These limitations shall be strictly enforced, and may be enforced by the person identified in the Affordability Plan as responsible for the administration of these limitations or the zoning enforcement authority of the Town of Ledyard. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed SIXTY (60%) PERCENT of ‘median income’ as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an Affordability Plan as on file with the Town of Ledyard. In addition, this unit may be sold or resold only at a price

equal to or less than the price determined using the formula stated in Section 8-30g-8(A), or the formula stated in Section 8-30g-8(B), as applicable, of the Regulations of Connecticut State Agencies.

TO BE INSERTED IN A DEED FOR AN EIGHTY PERCENT HOME:

1. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in Section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect upon the date of the original application for the initial local approval, August ___, 2022, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price. These limitations shall be strictly enforced, and may be enforced by the person identified in the Affordability Plan as responsible for the administration of these limitations or the zoning enforcement authority of the Town of Ledyard. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed EIGHTY (80%) PERCENT of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an Affordability Plan as on file with the Town of Ledyard. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in Section 8-30g-8(A), or the formula stated in Section 8-30g-8(B), as applicable, of the Regulations of Connecticut State Agencies.

TO BE INSERTED IN ALL AFFORDABLE HOME DEEDS:

2. In the event said Owner desires to make said property available for sale, said Owner shall notify the Administrator in writing. The Owner shall pay the Administrator a fee to cover the cost of administering the sale. The Administrator shall then provide notice of the availability of said property for purchase. Such notice shall be provided, at a minimum, by advertising at least two times in newspapers of general circulation in the Town of Ledyard. The Owner shall bear the cost of such advertisement. The Administrator shall also provide such notice to the Ledyard Planning and Zoning Commission and the Town of Ledyard Zoning Enforcement Officer. Such notice shall include a description of said property, the eligibility criteria for potential purchasers, the Maximum Sale Price and the availability of application forms and additional information. All such notices shall comply with the Federal Fair Housing Act, 42 U.S.C. 3601 et seq. and the Connecticut Fair Housing Act, Connecticut General Statutes §§46a-64b, 64c. Said Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. Said Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of the Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the potential purchaser meets the eligibility criteria set forth in the Affordability Plan. Once the purchase and sale agreement is executed by said Owner and the potential purchaser, the potential purchaser shall immediately notify the Administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in the Affordability Plan. The Administrator shall notify said Owner and the potential purchaser of its determination of

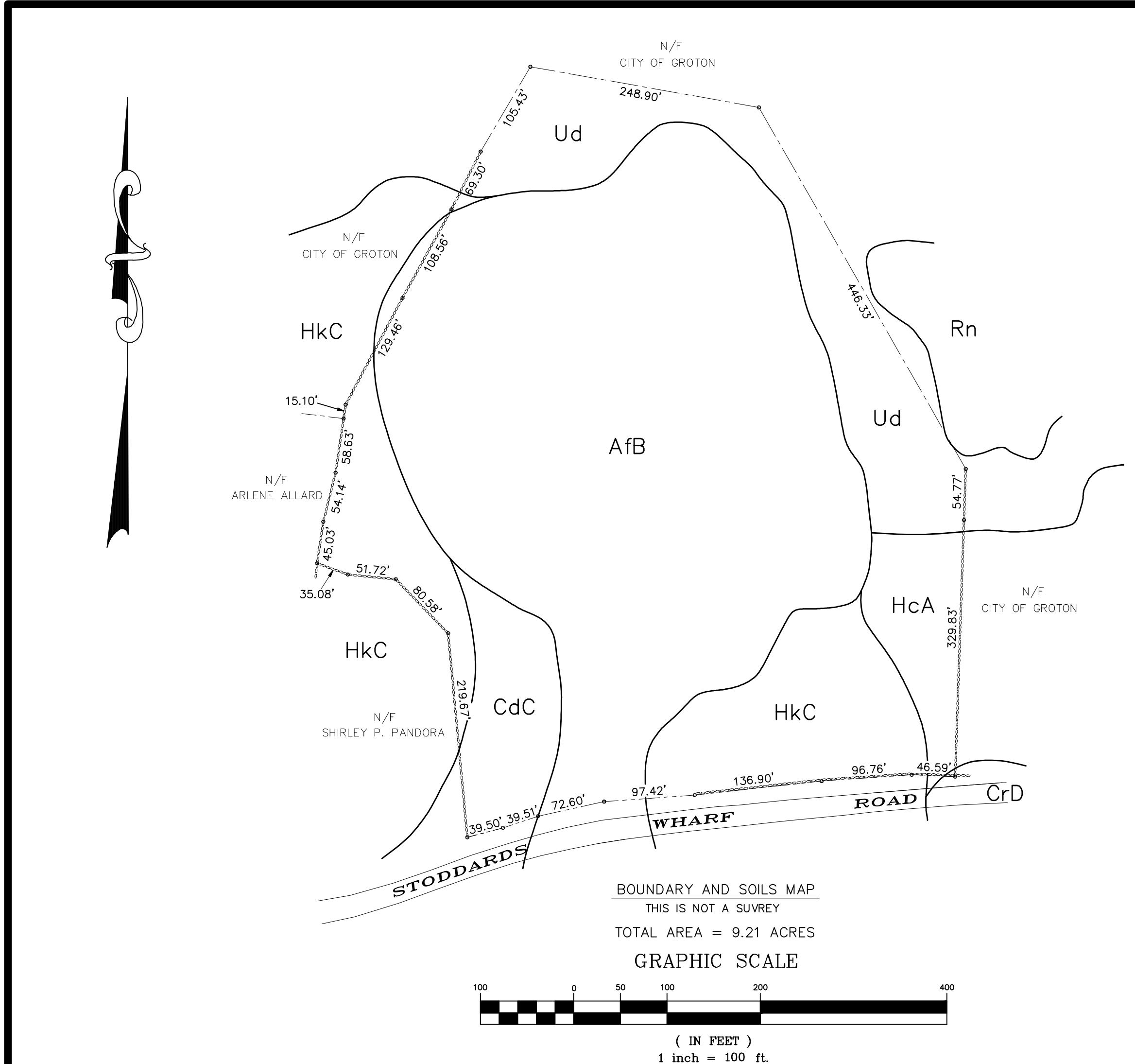
eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and said Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and said Owner with a signed certification, executed in recordable form, to the effect that the sale of the particular Affordable Housing dwelling has complied with the provisions of the Affordability Plan. The Owner shall bear the cost of recording said certification.

3. Said Owner shall occupy said property as said Owner's principal residence and shall not lease said property.

4. Said Owner shall maintain said property. Said Owner shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property. When said property is offered for re-sale, the Administrator may cause said property to be inspected.

5. A subdivision for this Community was approved by agencies of the Town of Ledyard based in part on the condition that a defined percentage of the homes in the Community would be preserved as affordable homes. The Restrictions are required by law to be strictly enforced.

6. A violation of the Restrictions shall not result in a forfeiture of title, but the Ledyard Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including Section 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations, and all terms of the Affordability Plan, including without limitation, Article V.



APPROVED BY THE LEDYARD PLANNING AND ZONING COMMISSION AS TO THE COMPLIANCE WITH THE REGULATIONS GOVERNING THE SUBDIVISION OF LAND. ALL IMPROVEMENTS SHALL BE COMPLETED BY _____ DATE

CHAIRMAN OR SECRETARY _____ DATE

EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF - THE LEDYARD PLANNING AND ZONING COMMISSION ON _____ DATE

LOT NUMBERS ASSIGNED BY THE ASSESSOR

ASSESSOR _____ DATE

IWIC APPLICATION# _____ APPROVED, _____

NO PERMIT NECESSARY. (NOT WITHIN A REGULATED AREA)
NOT APPLICABLE AT THIS TIME. (WITHIN A REGULATED AREA: NO REGULATED ACTIVITY PROPOSED AT THIS TIME)

WETLANDS OFFICER _____ DATE

APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR THE TOWN ENGINEER FOR PUBLIC WAY LAYOUT.

PUBLIC WORKS DIRECTOR/TOWN ENGINEER _____ DATE

EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF THE LEDYARD PLANNING AND ZONING COMMISSION

CHAIRMAN OR SECRETARY OF THE LEDYARD PLANNING AND ZONING COMMISSION _____ DATE

APPROVED BY THE ZONING ENFORCEMENT OFFICER OF THE LEDYARD PLANNING COMMISSION

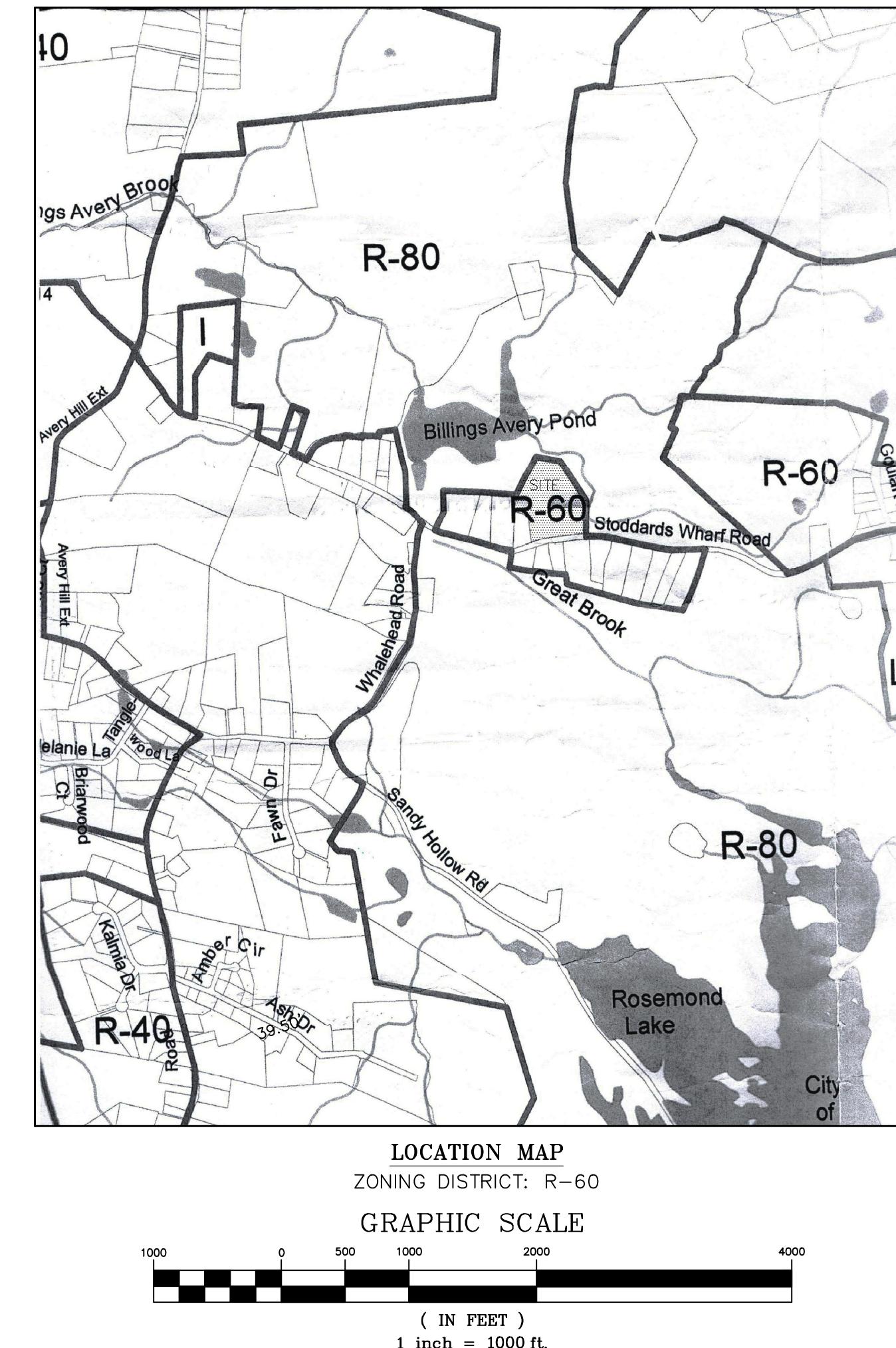
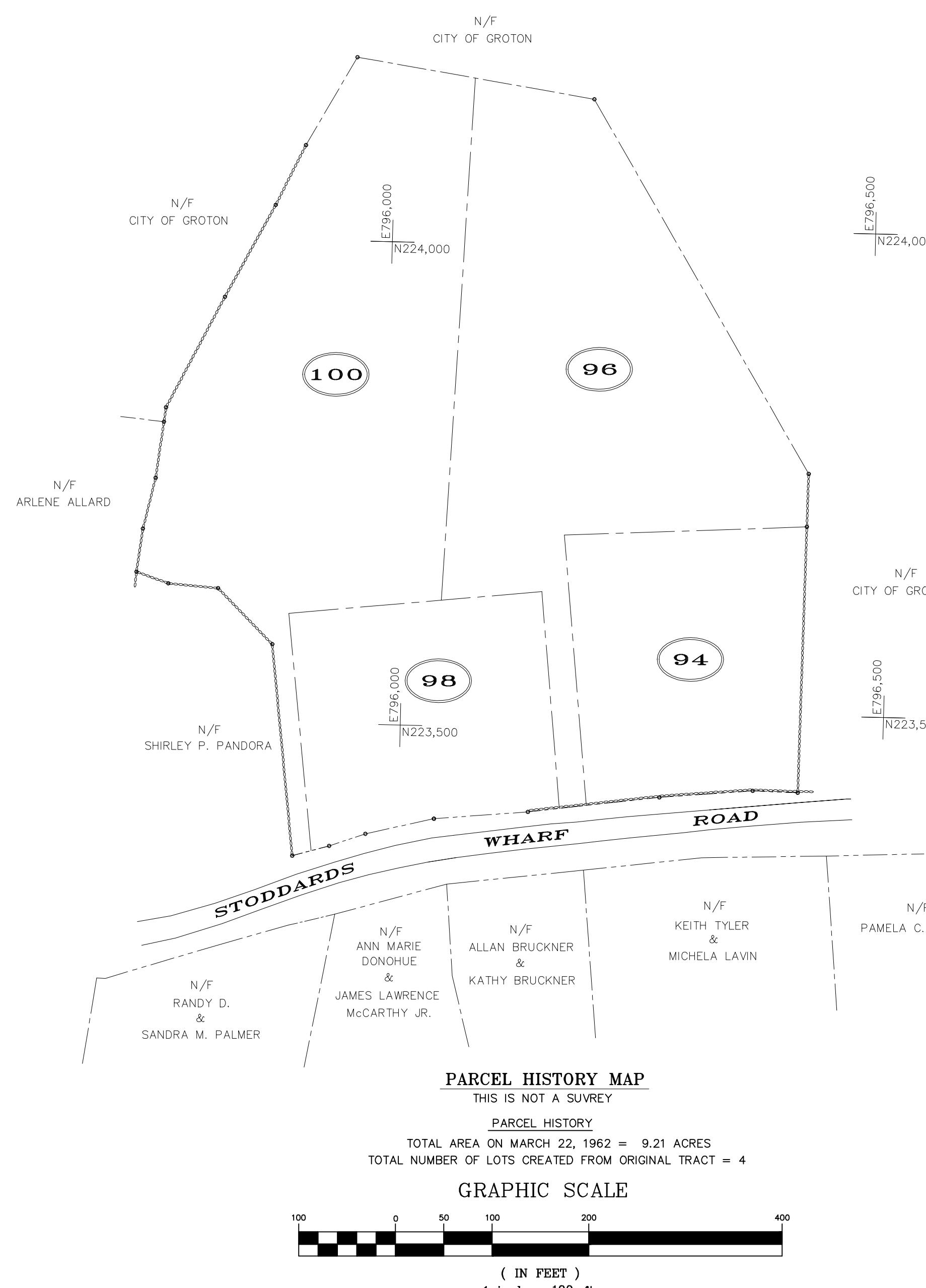
ZONING ENFORCEMENT OFFICER _____ DATE

THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF THE PROFESSIONAL OPINION BY THE LAND SURVEYOR WHICH IS BASED ON HIS OR HER BEST KNOWLEDGE, INFORMATION AND BELIEF. AS SUCH IT CONSTITUTES NEITHER GUARANTEE OR WARRANTY.

THE STONE WALLS AND/OR FENCES SHOWN AS BOUNDARIES MAY HAVE IRREGULARITIES OF COURSE BETWEEN PRINCIPAL POINTS OF COURSE INDICATED

THIS DRAWING IS THE PROPERTY OF THE LAND SURVEYOR. THIS PLAN ARE NOT VALID WITHOUT THE EMBOSSED SEAL AND SIGNATURE OF THE LAND SURVEYOR WHO PREPARED THIS PLAN. JOB# 22-007.DWG FBK#327

NOTE: BOUNDARY LINES OF ADJOINING PROPERTIES ARE SHOWN FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS BEING ACCURATELY LOCATED OR DEPICTED.



SHEET INDEX

SHEET 1 - 100 SCALE BOUNDARY MAP; PARCEL HISTORY MAP; LOCATION MAP AND GENERAL NOTES
SHEET 2 - 40 SCALE A-2 PLAN
SHEET 3 - 40 SCALE CONCEPTUAL LAYOUT PLAN
SHEET 4 - DEEP TEST PIT DATA
SHEET 5 - PERCOLATION TEST RESULTS AND SEPTIC SYSTEM DESIGN CRITERIA
SHEET 6 - CONSTRUCTION DETAILS; EROSION AND SEDIMENT CONTROL NARRATIVE AND DETAILS
SHEET 7 - 40 SCALE SIGHTLINE DEMONSTRATION PLAN

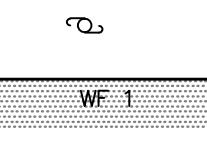
PLAN SHOWING RESUBDIVISION PROPERTY OF
AVERY BROOK HOMES LLC
94, 96, 98 AND 100
STODDARDS WHARF ROAD
A.K.A.
CONNECTICUT ROUTE 214
LEDYARD, CONNECTICUT
SCALES AS SHOWN
JULY 2022

SHEET 1 OF 7
THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES. "MINIMUM STANDARD FOR SURVEYS" AND "STATE OF CONNECTICUT STATE OF SURVEYORS" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A BOUNDARY SURVEY BASED ON AN RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS "D". TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

APPROVED BY THE LEDYARD PLANNING AND ZONING COMMISSION AS TO THE COMPLIANCE WITH THE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.	
ALL IMPROVEMENTS SHALL BE COMPLETED BY _____ DATE	
CHAIRMAN OR SECRETARY _____ DATE	
EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF _____ - THE LEDYARD PLANNING AND ZONING COMMISSION ON _____ DATE	
LOT NUMBERS ASSIGNED BY THE ASSESSOR	
ASSESSOR _____ DATE	
IWWC	APPLICATION# _____
_____	APPROVED, _____
_____	NO PERMIT NECESSARY. (NOT WITHIN A REGULATED AREA)
_____	NOT APPLICABLE AT THIS TIME. (WITHIN A REGULATED AREA; NO REGULATED ACTIVITY PROPOSED AT THIS TIME.)
WETLANDS OFFICER _____ DATE	
APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR THE TOWN ENGINEER FOR PUBLIC WAY LAYOUT.	
PUBLIC WORKS DIRECTOR/TOWN ENGINEER _____ DATE	
EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF THE LEDYARD PLANNING AND ZONING COMMISSION	
CHAIRMAN OR SECRETARY OF THE LEDYARD PLANNING AND ZONING COMMISSION _____ DATE	
APPROVED BY THE ZONING ENFORCEMENT OFFICER OF THE LEDYARD PLANNING COMMISSION	
ZONING ENFORCEMENT OFFICER _____ DATE	

DIETER & GARDNER
LAND SURVEYORS • PLANNERS
1641 CONNECTICUT ROUTE 12
P.O. BOX 335
GALES FERRY, CT. 06335
(860) 464-7455
EMAIL: DIETER.GARDNER@YAHOO.COM

LEGEND

oooooooooooo	STONE WALL
_____ - _____	PROPERTY LINE
____ - - - _____	STREET LINE
○ DH FND	DRILL HOLE FOUND
○ IP FND	IRON PIPE FOUND
○	DRILL HOLE OR REBAR TO BE SET
⑦	CURVE TABLE NUMBER
○	UTILITY POLE
WF 1	EDGE OF WETLANDS & FLAG NUMBER
	ACCESS/UTILITY EASEMENT

I HAVE REVIEWED THE INLAND WETLAND BOUNDARY I DELINEATED
AND I AM OF THE OPINION THAT THE WETLAND BOUNDARY IS SHOWN
CORRECTLY ON THIS MAP.

IAN COLE
SOIL SCIENTIST

THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF THE PROFESSIONAL OPINION BY THE LAND SURVEYOR WHICH IS BASED ON HIS OR HER BEST KNOWLEDGE, INFORMATION AND BELIEF. AS SUCH IT CONSTITUTES NEITHER GUARANTEE OR WARRANTY.

THE STONE WALLS AND /OR FENCES SHOWN AS BOUNDARIES

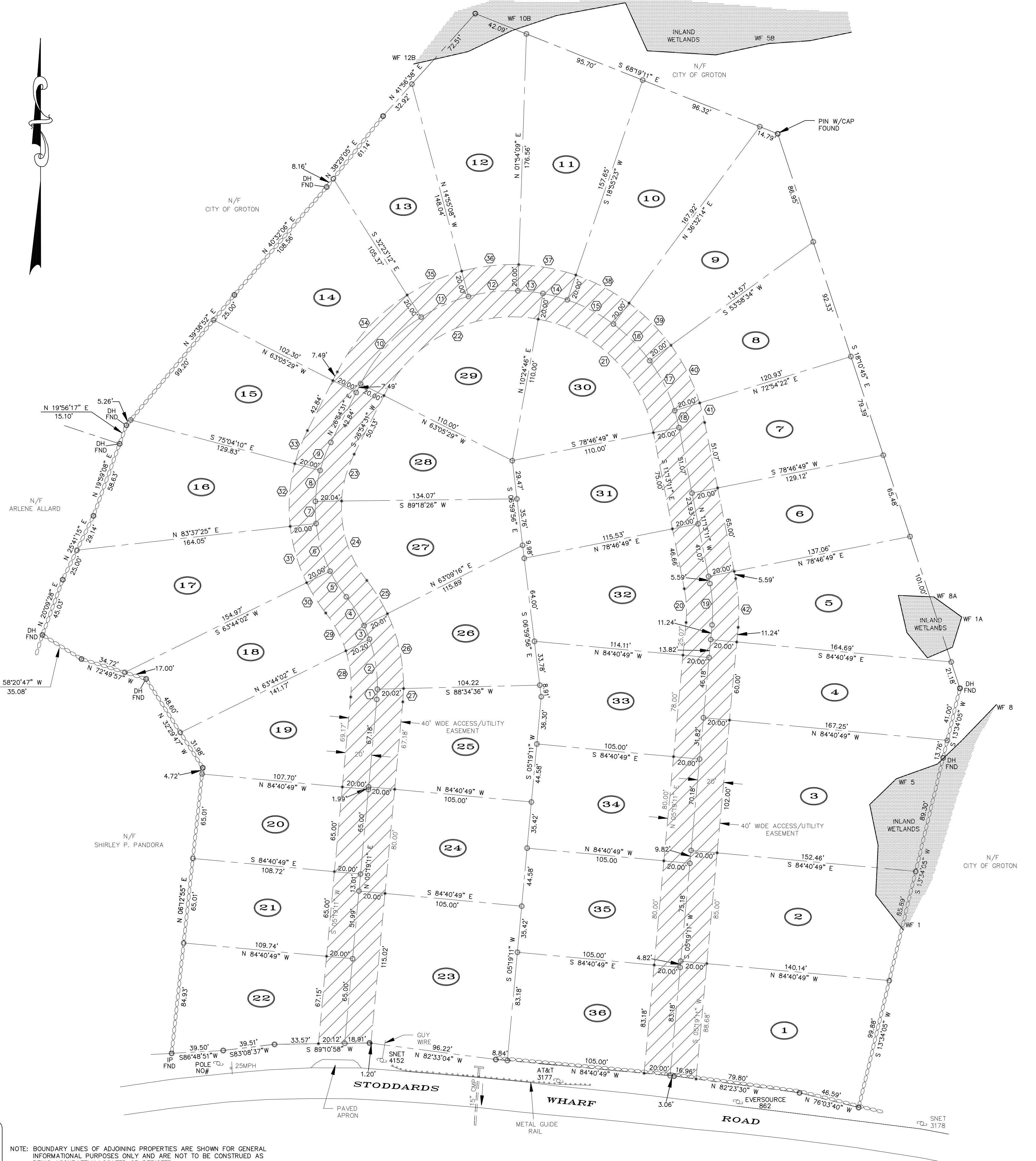
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POINTS OF COURSE INDICATED.

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JOB# 22-007.DWG FBK#3

NOTE: BOUNDARY LINES OF ADJOINING PROPERTIES ARE SHOWN FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS BEING ACCURATELY LOCATED OR DEPICTED.



LOT NUMBER	TOTAL AREA
1	14,065 Sq. Ft. 0.32 ACRES
2	14,136 Sq. Ft. 0.32 ACRES
3	18,345 Sq. Ft. 0.42 ACRES
4	11,387 Sq. Ft. 0.26 ACRES
5	12,226 Sq. Ft. 0.28 ACRES
6	9,951 Sq. Ft. 0.23 ACRES
7	10,374 Sq. Ft. 0.24 ACRES
8	9,714 Sq. Ft. 0.22 ACRES
9	11,479 Sq. Ft. 0.26 ACRES
10	12,201 Sq. Ft. 0.28 ACRES
11	12,194 Sq. Ft. 0.28 ACRES
12	13,033 Sq. Ft. 0.30 ACRES
13	8,908 Sq. Ft. 0.20 ACRES
14	12,717 Sq. Ft. 0.29 ACRES
15	10,706 Sq. Ft. 0.25 ACRES
16	11,607 Sq. Ft. 0.27 ACRES
17	14,780 Sq. Ft. 0.34 ACRES
18	9,879 Sq. Ft. 0.23 ACRES
19	10,567 Sq. Ft. 0.24 ACRES
20	8,334 Sq. Ft. 0.19 ACRES
21	8,400 Sq. Ft. 0.19 ACRES
22	9,663 Sq. Ft. 0.22 ACRES
23	14,599 Sq. Ft. 0.35 ACRES
24	10,000 Sq. Ft. 0.23 ACRES
25	10,295 Sq. Ft. 0.24 ACRES
26	9,830 Sq. Ft. 0.23 ACRES
27	10,216 Sq. Ft. 0.23 ACRES
28	8,814 Sq. Ft. 0.20 ACRES
29	10,840 Sq. Ft. 0.25 ACRES
30	10,083 Sq. Ft. 0.23 ACRES
31	9,958 Sq. Ft. 0.23 ACRES
32	11,459 Sq. Ft. 0.26 ACRES
33	9,940 Sq. Ft. 0.23 ACRES
34	10,000 Sq. Ft. 0.23 ACRES
35	10,000 Sq. Ft. 0.23 ACRES
36	10,398 Sq. Ft. 0.24 ACRES

LOTS CURVE TABLE				
JRVE #	Δ	R	L	T
1	04°04'40"	110.00'	3.92'	7.83'
2	20°15'56"	110.00'	38.91'	19.66'
3	05°51'25"	110.00'	11.24'	5.63'
4	13°29'23"	110.00'	25.90'	13.01'
5	12°06'15"	110.00'	23.24'	11.66'
6	19°53'23"	110.00'	38.19'	19.29'
7	08°49'57"	110.00'	16.96'	8.50'
8	12°28'28"	110.00'	23.95'	12.02'
9	11°58'41"	110.00'	23.00'	11.54'
10	30°42'17"	130.00'	69.67'	35.69'
11	17°28'04"	130.00'	39.63'	19.97'
12	16°49'17"	130.00'	38.17'	19.22'
13	08°30'37"	130.00'	19.31'	9.67'
14	08°30'37"	130.00'	19.31'	9.67'
15	17°36'51"	130.00'	39.97'	20.14'
16	17°26'20"	130.00'	39.57'	19.94'
17	18°55'48"	130.00'	42.95'	21.67'
18	05°52'28"	130.00'	13.33'	6.67'
19	16°32'22"	110.00'	31.75'	15.99'

EASEMENT CURVE TABLE				
URVE #	Δ	R	L	T
20	16°32'22"	90.00'	25.98'	13.08'
21	68°22'03"	110.00'	131.26'	74.71'
22	73°30'15"	110.00'	141.12'	82.15'
23	23°45'06"	90.00'	37.31'	18.93'
24	41°31'38"	90.00'	65.23'	34.12'
25	13°11'15"	130.00'	29.92'	15.03'
26	26°00'53"	130.00'	59.03'	30.03'
27	04°29'17"	130.00'	10.18'	5.09'
28	22°43'19"	90.00'	35.69'	18.08'
29	20°58'05"	90.00'	32.94'	16.65'
30	12°06'15"	130.00'	27.46'	13.78'
31	19°53'23"	130.00'	45.13'	22.79'
32	21°18'25"	130.00'	48.34'	24.45'
33	11°58'41"	130.00'	27.18'	13.64'
34	30°42'17"	150.00'	80.38'	41.18'
35	17°28'04"	150.00'	45.73'	23.04'
36	16°49'17"	150.00'	44.04'	22.18'
37	17°01'14"	150.00'	44.56'	22.45'
38	17°36'51"	150.00'	46.11'	23.24'
39	17°26'20"	150.00'	45.66'	23.01'
40	18°55'48"	150.00'	49.56'	25.01'
41	05°52'28"	150.00'	15.38'	7.70'
42	16°32'22"	130.00'	37.53'	18.89'

(IN FEET)
1 inch = 40 ft.

SHEET 2 OF 7

URVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1
20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM
ARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE
CTIC ASSOCIATION OF LAND SURVEYORS, INC. IT IS A BOUNDARY SURVEY BASED
RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2.
KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

LAND SURVEYOR CT No. 14208
JULY 7, 2022

APPROVED BY THE LEDYARD PLANNING AND ZONING COMMISSION AS TO THE COMPLIANCE WITH THE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.
ALL IMPROVEMENTS SHALL BE COMPLETED BY _____ DATE

CHAIRMAN OR SECRETARY _____ DATE

EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF -
THE LEDYARD PLANNING AND ZONING COMMISSION ON DATE

LOT NUMBERS ASSIGNED BY THE ASSESSOR

ASSESSOR _____ DATE

IWWC APPLICATION# _____
APPROVED, _____

NO PERMIT NECESSARY. (NOT WITHIN A REGULATED AREA)
NOT APPLICABLE AT THIS TIME. (WITHIN A REGULATED AREA:
NO REGULATED ACTIVITY PROPOSED AT THIS TIME)

WETLANDS OFFICER _____ DATE

APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR THE TOWN ENGINEER
FOR PUBLIC WAY LAYOUT.

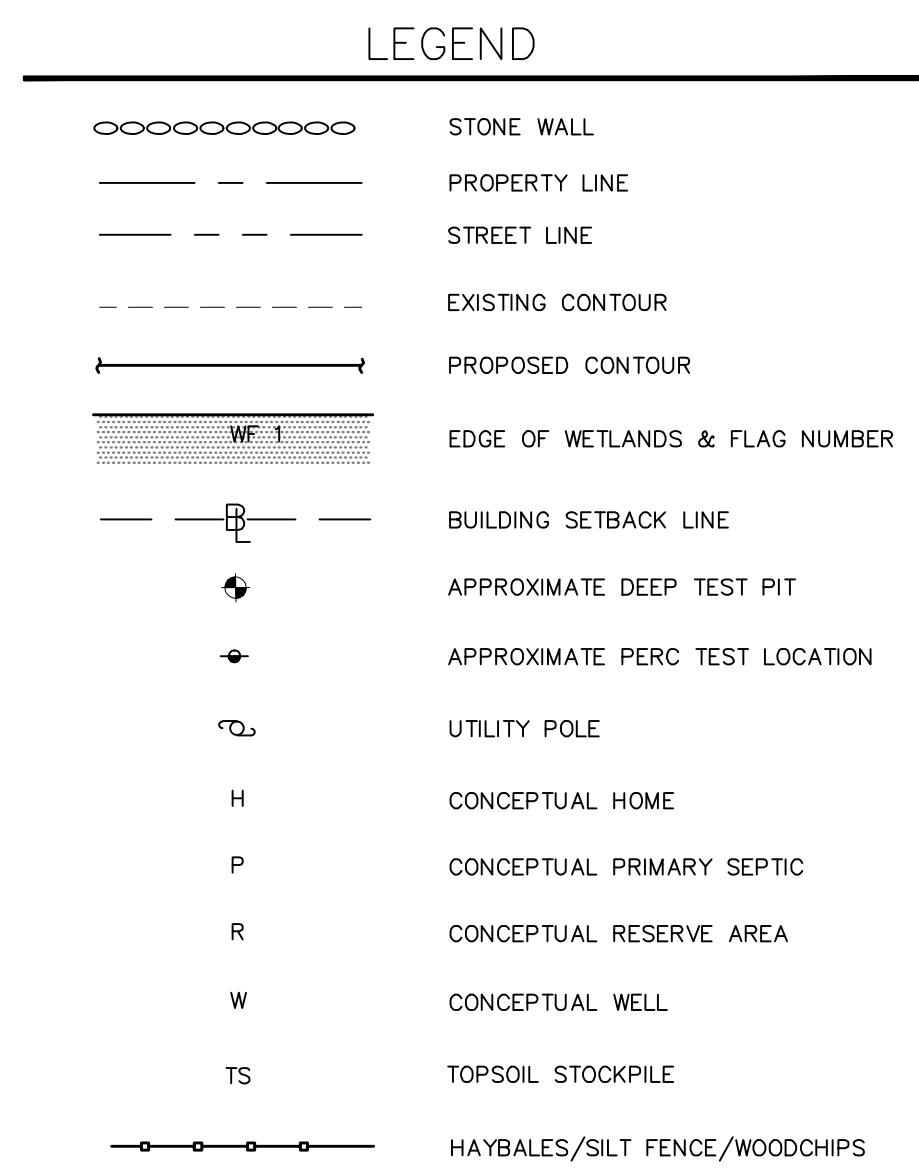
PUBLIC WORKS DIRECTOR/TOWN ENGINEER _____ DATE

EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE
OF THE LEDYARD PLANNING AND ZONING COMMISSION

CHAIRMAN OR SECRETARY OF THE LEDYARD PLANNING
AND ZONING COMMISSION _____ DATE

APPROVED BY THE ZONING ENFORCEMENT OFFICER OF THE
LEDYARD PLANNING COMMISSION

ZONING ENFORCEMENT OFFICER _____ DATE



I HAVE REVIEWED THE INLAND WETLAND BOUNDARY I DELINEATED
AND I AM OF THE OPINION THAT THE WETLAND BOUNDARY IS SHOWN
CORRECTLY ON THIS MAP.

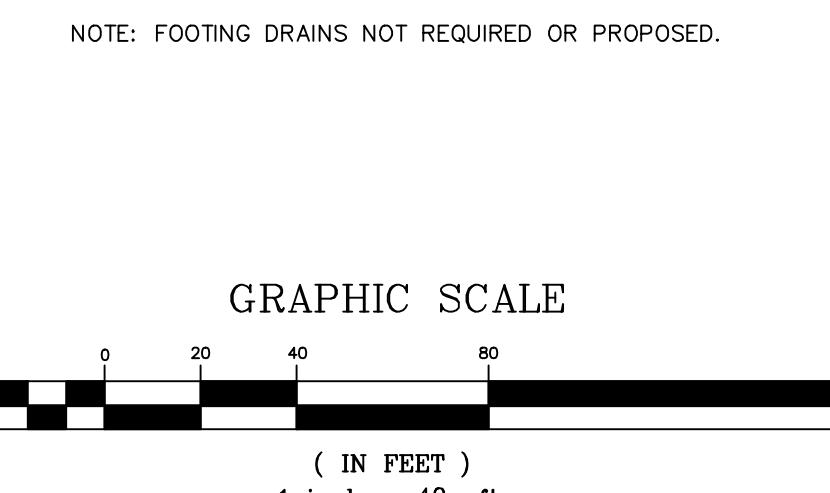
John Cole

IAN COLE
SOIL SCIENTIST

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THE STONE WALLS AND/OR FENCES SHOWN AS BOUNDARIES
MAY HAVE IRREGULARITIES OF COURSE BETWEEN PRINCIPAL
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THIS PLAN AND REPRODUCTIONS, ADDITIONS OR REVISIONS OF
THIS PLAN ARE NOT VALID WITHOUT THE EMBOSSED SEAL AND
SIGNATURE OF THE LAND SURVEYOR WHO PREPARED THIS PLAN.
JOB# 22-007.DWG FBK#327



PLAN SHOWING
RESUBDIVISION
PROPERTY OF
AVERY BROOK HOMES LLC
94, 96, 98 AND 100
STODDARDS WHARF ROAD
A.K.A.
CONNECTICUT ROUTE 214
LEDYARD, CONNECTICUT
SCALE: 1"=40'
JULY 2022

SHEET 3 OF 7

THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES. MINIMUM STANDARDS FOR SURVEYS AND MAPS OF THE STATE OF CONNECTICUT AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A BOUNDARY SURVEY BASED ON A RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS "D" AND TOPOGRAPHIC ACCURACY T-2. TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

TITLE: LAND SURVEYOR CT No. 14208

DATE: JULY 7, 2022

DEEP TEST PIT DATA
WITNESSED AND RECORDED BY WENDY BROWN-ARNOLD RS./REHS AND ALEX WILBOUR LEDGE LIGHT HEALTH DISTRICT ON 5/2/22, 5/5/22 AND 5/23/2022 AND WENDY BROWN-ARNOLD RS./REHS ON JUNE 14, 2022.

TP 1 0-45" FILL-DISTURBED LOAM, ROCKS, BRICK NO MOTTLING NO WATER LEDGE @ 45"	TP 16 0-11" TOPSOIL 11-37" BROWN FINE TO MED, SANDY LOAM 37-49" TAN TO GRAY MED. TO FINE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 30 0-12" TOPSOIL 12-34" BROWN FINE SANDY LOAM (DEPTH VARIES) 34-98" TAN TO MED. TO FINE SAND W/GRAVEL AND GRAVEL, STRATIFIED NO MOTTLING NO WATER NO LEDGE	TP 44 0-6" TOPSOIL 6-14" BROWN FINE TO MED, SANDY LOAM 14-42" TAN TO GRAY SILT INCONSISTENT AROUND HOLE 42-102" TAN TO GRAY MED. TO FINE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 58 0-12" TOPSOIL 12-32" LIGHT BROWN FINE TO VERY FINE SANDY LOAM 32-98" TAN TO BROWN MED. TO COARSE SAND WITH GRAVEL, SOME COBBLES NO MOTTLING NO WATER NO LEDGE	TP 72 0-8" TOPSOIL 8-32" BROWN FINE TO MED, SANDY LOAM 32-91" TAN TO GRAY MED. TO FINE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 83 0-9" TOPSOIL 9-31" BROWN FINE SANDY LOAM 31-104" TAN-BROWN COARSE SAND WITH GRAVEL AND COBBLES NO MOTTLING NO WATER LEDGE-NONE TO 104"
TP 2 0-16" DISTURBED SOIL & FILL 16-50" LIGHT TAN FINE SAND W/GRAVEL & ROCKS NO MOTTLING NO WATER LEDGE @ 50"	TP 17 0-11" TOPSOIL 11-37" BROWN FINE TO MED, SANDY LOAM 37-89" TAN TO GRAY MED. TO FINE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 31 0-7" TOPSOIL 7-31" YELLOW TO BROWN FINE TO VERY FINE SANDY LOAM 31-100" TAN TO FINE MED. SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 45 0-13" TOPSOIL 13-23" BROWN FINE TO VERY FINE SANDY LOAM 23-37" GRAY TO TAN FINE TO VERY FINE SAND W/SILT 37-93" BROWN TO GRAY COARSE SAND W/ GRAVEL AND SOME COBBLES MOTTLING @ 37" NO WATER NO LEDGE	TP 59 0-17" TOPSOIL 11-23" BROWN FINE TO VERY FINE SANDY LOAM 23-93" BROWN TO TAN COARSE TO MED, SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 73 0-13" TOPSOIL 13-28" BROWN FINE SANDY LOAM 28-37" YELLOW TAN FINE TO VERY FINE SANDY LOAM 37-90" TAN TO BROWN FINE TO MED, SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 84 0-11" TOPSOIL 11-38" BROWN FINE SANDY LOAM TRACE SILT 38-92" TAN TO BROWN MED-COARSE SAND W/GRAVEL AND COBBLES NO MOTTLING WATER @ 79" LEDGE-NONE TO 92"
TP 3 0-10" TOPSOIL 10-28" LIGHT BROWN FINE SANDY LOAM 28-87" LIGHT TAN FINE SAND W/GRAVEL COBBLES, LARGE STONES NO MOTTLING NO WATER NO LEDGE	TP 18 0-9" TOPSOIL 9-29" YELLOW TO BROWN FINE SANDY LOAM 29-103" TAN TO OLIVE MED. TO COARSE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 32 0-8" TOPSOIL 8-34" BROWN FINE SANDY LOAM 34-82" TAN TO GRAY MED. TO FINE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 46 0-15" TOPSOIL 15-39" GRAY TO TAN VERY FINE SANDY W/SILT 39-51" GRAY FINE TO MED, SAND W/SILT & HEAVILY WATER-TRACED THROUGH 51-108" BROWN TO TAN COARSE SAND W/ GRAVEL AND SOME COBBLES OLD FILTER FABRIC AND GRAVEL @ 20" MOTTLING @ 39" WATER @ 96" NO LEDGE	TP 60 0-6" TOPSOIL 10-23" BROWN FINE TO VERY FINE SANDY LOAM 23-97" BROWN TO TAN COARSE TO MED, SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 74 0-10" TOPSOIL 6-39" BROWN FINE SANDY LOAM 39-99" TAN TO BROWN FINE TO MED, SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 85 0-12" TOPSOIL 12-33" BROWN FINE SANDY LOAM 30-98" TAN COARSE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER LEDGE-NONE TO 98"
TP 4 0-11" TOPSOIL 11-34" LIGHT BROWN FINE SANDY LOAM 34-90" LIGHT TAN/GRAY FINE SAND W/ GRAVEL, SOME COBBLES MOTTLING @ 64" WATER @ 80" NO LEDGE	TP 19 0-14" TOPSOIL 14-36" BROWN FINE SANDY LOAM W/SILT 36-84" TAN/GRAY COARSE SAND W/GRAVEL MOTTLING @ 40" WATER @ 43" NO LEDGE	TP 33 0-10" TOPSOIL 10-34" BROWN FINE SANDY LOAM 34-75" TAN TO GRAY MED. TO FINE SAND W/GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 47 0-10" TOPSOIL 10-22" BROWN FINE TO MED, SANDY LOAM W/SILT 22-41" LIGHT BROWN TO ORANGE SILTY LOAM, TRACE FINE SAND 41-98" BROWN TO TAN COARSE SAND W/GRavel AND COBBLES NO MOTTLING WATER @ 96" NO LEDGE	TP 61 0-10" TOPSOIL 8-28" BROWN VERY FINE SANDY LOAM 28-99" TAN TO BROWN COARSE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 75 0-10" TOPSOIL 8-30" BROWN FINE SANDY LOAM 30-96" TAN TO OLIVE/BROWN FINE TO MED, SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 86 0-8" TOPSOIL 8-30" BROWN FINE SANDY LOAM 30-89" TAN COARSE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER LEDGE-NONE TO 89"
TP 5 0-16" TOPSOIL 16-45" LIGHT BROWN SILT LOAM, SOME FINE SAND 45-94" TAN/GRAY FINE TO MED, SAND W/ GRAVEL MOTTLING @ 33" WATER @ 33" NO LEDGE	TP 20 0-17" TOPSOIL 17-31" BROWN FINE SANDY LOAM W/SILT 31-83" TAN/GRAY COARSE SAND W/GRavel AND FEW COBBLES MOTTLING @ 43" WATER @ 46" NO LEDGE	TP 34 0-12" TOPSOIL 12-44" YELLOW TO BROWN FINE TO VERY FINE SANDY LOAM 44-106" TAN TO BROWN MED. SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 48 0-10" TOPSOIL 10-28" BROWN FINE TO VERY FINE SANDY LOAM TO SILT 28-106" BROWN TO GRAY MED. TO COARSE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 62 0-9" TOPSOIL 9-24" LIGHT BROWN VERY FINE SANDY LOAM 24-96" BROWN TO TAN COARSE TO MED, SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 76 0-10" TOPSOIL 10-34" LIGHT BROWN FINE SANDY LOAM 34-96" TAN TO OLIVE/BROWN FINE TO MED, SAND W/GRavel AND COBBLES STRATIFIED NO MOTTLING NO WATER NO LEDGE	TP 87 0-8" TOPSOIL 8-36" BROWN FINE TO MED, SANDY LOAM 36-101" BROWN TO TAN MED. TO FINE SAND WITH GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE
TP 6 0-9" TOPSOIL 9-37" BROWN FINE TO VERY FINE SANDY LOAM 37-84" TAN/GRAY FINE TO MED, SAND W/ GRAVEL, FEW COBBLES MOTTLING @ 46" WATER @ 50" NO LEDGE	TP 21 0-17" SANDY FILL & DISTURBED 17-27" TAN/GRAY COARSE SAND 24-33" BROWN MED. SANDY LOAM 33-88" TAN/BROWN FINE MED. SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 35 0-10" TOPSOIL 0-21" BROWN FINE SANDY LOAM 21-47" TAN TO BROWN MED. SAND W/GRavel, FEW COBBLES NO MOTTLING NO WATER NO LEDGE	TP 49 0-10" TOPSOIL 0-24" BROWN FINE TO VERY FINE SANDY LOAM 24-52" LIGHT YELLOW TO BROWN VERY FINE SAND W/SILT 52-99" BROWN TO GRAY COARSE SAND WITH GRAVEL, FEW COBBLES POSSIBLY MOTTLING @ 52" WATER @ 90" NO LEDGE	TP 63 0-8" TOPSOIL 8-26" BROWN FINE TO MED, SANDY LOAM 26-91" BROWN TO TAN COARSE TO MED, SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 64 0-10" TOPSOIL 10-31" BROWN FINE SANDY LOAM 31-91" BROWN TO TAN COARSE TO MED, SAND W/SOME SILT GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 78 0-10" TOPSOIL 15-46" BROWN FINE TO MED, SANDY LOAM 46-106" BROWN TO TAN MED. FINE SAND W/ SOME GRAVEL NO MOTTLING NO WATER NO LEDGE
TP 7 0-7" TOPSOIL 7-30" BROWN FINE TO MED, SANDY LOAM 30-77" TAN COARSE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 22 0-19" FILL 19-32" TOPSOIL 32-53" BROWN MED. SANDY LOAM 53-103" TAN TO BROWN MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 36 0-8" TOPSOIL 8-34" BROWN FINE SANDY LOAM 34-94" TAN TO GRAY MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 50 0-10" TOPSOIL 10-24" BROWN FINE TO VERY FINE SANDY LOAM 24-41" LIGHT YELLOW TO TAN VERY FINE SAND, W/SILT 41-111" TAN TO BROWN COARSE SAND W/GRavel AND COBBLES NO MOTTLING WATER @ 106" NO LEDGE	TP 65 0-10" TOPSOIL 10-20" LIGHT BROWN FINE TO VERY FINE SANDY LOAM 20-42" LIGHT YELLOW TO BROWN VERY FINE SAND W/TRACE SILT 42-101" BROWN TO TAN COARSE SAND WITH GRAVEL, SOME COBBLES NO MOTTLING NO WATER NO LEDGE	TP 66 0-10" TOPSOIL 10-31" BROWN FINE SANDY LOAM 31-91" BROWN TO TAN COARSE TO MED, SAND W/SOME SILT GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 79 0-11" TOPSOIL 11-38" BROWN FINE TO MED, SANDY LOAM 38-90" TAN TO GRAY MED. TO FINE SAND WITH GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE
TP 8 0-10" TOPSOIL 10-34" LIGHT BROWN FINE SANDY LOAM 34-64" ORANGE/TAN COARSE SAND W/GRavel 64-95" TAN/GRAY FINE TO MED, SAND MOTTLING @ 73" WATER @ 83" NO LEDGE	TP 23 0-17" TOPSOIL 17-24" SANDY FILL AND DISTURBED 24-33" BROWN MED. SANDY LOAM 33-88" TAN TO BROWN MED. SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 37 0-9" TOPSOIL 9-39" LIGHT BROWN TO TAN, FINE TO VERY FINE, SANDY LOAM 39-100" LIGHT TAN FINE TO MED, SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 51 0-10" TOPSOIL 10-20" LIGHT BROWN FINE TO VERY FINE SANDY LOAM 20-42" LIGHT YELLOW TO BROWN VERY FINE SAND W/TRACE SILT 42-101" BROWN TO TAN COARSE SAND WITH GRAVEL, SOME COBBLES NO MOTTLING NO WATER NO LEDGE	TP 67 0-13" TOPSOIL 13-30" LIGHT BROWN FINE TO VERY FINE SANDY LOAM 30-100" TAN TO BROWN COARSE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 70 0-12" TOPSOIL 12-33" BROWN FINE TO MED, SANDY LOAM 33-95" TAN TO GRAY MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 80 0-12" TOPSOIL 12-33" BROWN FINE TO MED, SANDY LOAM 33-95" TAN TO GRAY MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE
TP 9 0-15" TOPSOIL 15-31" BROWN FINE SANDY LOAM 31-96" TAN MED. TO COARSE SAND AND GRAVEL, FEW COBBLES NO MOTTLING NO WATER NO LEDGE	TP 24 0-8" TOPSOIL 0-46" BROWN FINE TO MED, SANDY LOAM, SOME COBBLES 46-92" TAN TO GRAY COARSE SAND W/GRavel AND COBBLES MOTTLING @ 60" WATER @ 64" UPHILL, 32" DOWNHILL NO LEDGE	TP 38 0-8" TOPSOIL 8-34" BROWN FINE SANDY LOAM 34-90" TAN TO GRAY MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 52 0-13" TOPSOIL 13-38" BROWN FINE TO VERY FINE SANDY LOAM 38-90" BROWN TO TAN COARSE TO MED, SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 68 0-10" TOPSOIL 10-28" BROWN FINE SANDY LOAM 28-90" TAN TO GRAY MED. TO COARSE SAND W/SOME GRAVEL NO MOTTLING NO WATER NO LEDGE	TP 71 0-11" TOPSOIL 11-39" BROWN FINE TO MED, SANDY LOAM 39-101" TAN TO GRAY MED. TO FINE SAND WITH GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 81 0-10" TOPSOIL 13-40" BROWN FINE TO MED, SANDY LOAM 40-96" TAN TO GRAY MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE
TP 10 0-11" TOPSOIL 11-23" BROWN FINE SANDY LOAM 23-84" TAN TO GRAY MED. TO COARSE SAND W/ GRAVEL AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 25 0-10" TOPSOIL 10-29" BROWN FINE TO MED, SANDY LOAM, SOME SILT 29-75" BROWN TO GRAY MED. TO COARSE SAND W/GRavel AND COBBLES MOTTLING @ 33" WATER @ 33", 30" DOWNHILL NO LEDGE	TP 39 0-5" TOPSOIL 5-41" LIGHT BROWN FINE SANDY LOAM 41-83" TAN TO MED. SAND W/ GRAVEL AND COBBLES 83-104" OLIVE TO BROWN FINE SAND, SOME GRAVEL NO MOTTLING NO WATER NO LEDGE	TP 53 0-13" TOPSOIL 13-32" BROWN FINE TO MED, SANDY LOAM 32-92" BROWN TO TAN COARSE TO MED, SAND W/GRavel AND MANY COBBLES NO MOTTLING NO WATER NO LEDGE	TP 69 0-12" TOPSOIL 12-36" YELLOW TAN FINE TO VERY FINE SANDY LOAM 36-93" TAN TO BROWN MED. TO FINE SAND W/GRavel AND COBBLES NO MOTTLING NO WATER NO LEDGE	TP 72 0-11" TOPSOIL 18-52" LIGHT BROWN FINE TO VERY FINE SANDY LOAM, SOME SILT 52-101" TAN TO BROWN FINE TO MED, SAND, SOME GRAVEL NO MOTTLING NO WATER NO LEDGE	TP 8

LOT 1 27" DEEP	LOT 2 29" DEEP	LOT 3 30" DEEP	LOT 4 26" DEEP	LOT 5 26" DEEP	LOT 6 29" DEEP	LOT 7 30" DEEP	LOT 8 30" DEEP	LOT 9 29" DEEP
TIME 8:59 READING 2"	TIME 8:51 READING 4"	TIME 9:00 READING 7 1/2"	TIME 9:02 READING 2 1/4"	TIME 9:55 READING 2"	TIME 1:30 READING 4"	TIME 1:32 READING 3"	TIME 1:34 READING 4"	TIME 1:41 READING 4"
9:04 6 3/4"	9:56 10"	9:05 13, 3/4"	9:07 13 1/2"	9:07 13 1/2"	10:00 13"	1:35 13"	1:37 13"	1:39 9 1/2"
9:09 9"	9:01 13"	9:10 11"	9:12 19"	9:17 22 1/2"	10:10 17"	1:40 23"	1:42 18"	1:44 13"
9:14 11"	9:06 16"	9:15 13 1/2"	9:17 22 1/2"	9:22 24 1/2"	10:15 19 1/2"	1:45 24 1/2"	1:47 20 1/2"	1:49 15 1/2"
9:19 12 1/2"	9:11 18"	9:20 16"	9:22 24 1/2"	9:22 24 1/2"	10:20 22"	1:50 25 1/2"	1:52 23"	1:54 18"
9:24 14"	9:16 20"	9:25 17 1/2"	9:27 26"	9:32 DRY	10:25 24"	2:00 24"	2:02 24"	2:04 20"
9:29 15 1/2"	9:21 21"	9:30 19 1/2"	9:32 DRY	10:30 25"	2:05 28 1/2"	2:07 25 3/4"	2:09 23 1/2"	2:11 22"
9:34 17"	9:26 22"	9:35 20 1/2"	9:36 21 1/2"	10:35 26"	2:10 DRY	2:12 26 3/4"	2:14 24 1/2"	2:16 23 1/2"
9:39 18 1/4"	9:31 23"	9:40 21 1/2"	9:45 22 1/2"	10:40 DRY	2:17 27 3/4"	2:19 26"	2:21 25"	2:26 26 1/2"
9:44 19 1/4"	9:36 24"	9:45 22 1/2"	9:41 25"	PERC RATE: 1" / 5 MINS.	PERC RATE: 1" / 5 MINS.	PERC RATE: 1" / 3.3 MINS.	PERC RATE: 1" / 3.3 MINS.	PERC RATE: 1" / 3.3 MINS.

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LOT 10 27" DEEP	LOT 11 27" DEEP	LOT 12 27" DEEP	LOT 13 30" DEEP	LOT 14 32" DEEP	LOT 15 30" DEEP	LOT 16 30" DEEP	LOT 17 28" DEEP
TIME 9:13 4"	TIME 9:10 4"	TIME 9:15 14 1/2"	TIME 9:18 7"	TIME 11:28 3"	TIME 10:41 9"	TIME 10:39 7"	TIME 10:45 3"
9:18 11 1/2"	9:20 17 1/2"	9:25 21"	9:28 10"	11:33 10"	10:46 12 1/2"	10:44 11"	10:50 12"
9:23 16"	9:28 12 1/2"	9:33 11 3/4"	9:36 13 1/2"	11:34 21"	10:51 15"	10:49 15"	10:55 14 1/4"
9:28 18"	9:35 22"	9:40 20 1/2"	9:45 21 1/2"	11:39 23 1/2"	10:56 17"	10:54 19 1/2"	11:00 15 1/4"
9:33 20"	9:40 22"	9:45 23"	9:50 24"	11:40 24 1/2"	10:59 20 1/2"	11:05 20 1/2"	11:05 17 1/4"
9:38 21 1/2"	9:45 23"	9:53 24"	9:58 25"	11:44 25 1/2"	11:01 19"	11:04 22"	11:10 19 1/4"
9:43 22"	9:40 24"	9:48 25"	9:53 26"	11:49 27 1/2"	11:06 19 1/2"	11:08 23"	11:15 21"
9:48 23 1/2"	9:45 25"	9:50 26"	9:55 27 1/2"	11:54 29"	11:11 20 1/2"	11:14 24"	11:20 22 1/4"
9:53 24 1/2"	9:50 26"	9:58 27 1/2"	10:03 28 1/2"	11:59 30 1/2"	11:16 21 1/2"	11:19 25"	11:25 23 1/4"
9:58 25 1/2"	9:55 DRY	10:03 19 1/2"	12:04 DRY	12:04 DRY	11:21 22 1/2"	11:24 25 3/4"	11:30 24 1/2"
10:03 DRY					11:26 23 1/2"	11:35 25 3/4"	

PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 3 MINS. PERC RATE: 1" / 3 MINS. PERC RATE: 1" / 3.3 MINS. PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 6.7 MINS. PERC RATE: 1" / 4 MINS.

LOT 18 28" DEEP	LOT 19 27" DEEP	LOT 20 30" DEEP	LOT 21 29" DEEP	LOT 22 26" DEEP	LOT 23 29" DEEP	LOT 24 30" DEEP	LOT 25 28" DEEP
TIME 8:48 3"	TIME 8:41 4"	TIME 8:46 8 1/4"	TIME 8:43 5 1/4"	TIME 8:40 5 1/2"	TIME 8:45 9 1/2"	TIME 8:40 9 1/2"	TIME 8:47 10"
10:42 6 3/4"	8:53 9"	8:51 10 1/4"	8:51 11 1/4"	8:53 12 1/2"	8:50 11 1/2"	8:50 12 1/2"	8:52 12"
10:47 9 1/4"	9:03 18"	9:06 18"	9:06 18"	9:05 17 1/2"	9:03 19 1/2"	9:00 15 1/2"	9:04 17 1/2"
10:52 12 1/2"	9:08 20"	9:01 15"	9:01 15"	9:05 15"	9:03 19 1/2"	9:00 15 1/2"	9:05 17 1/2"
10:57 15"	9:13 22"	9:06 17"	9:08 21"	9:05 16 1/2"	9:05 16 1/2"	9:05 21 1/2"	9:05 17 1/2"
11:02 17"	9:18 23"	9:11 18"	9:13 22"	9:10 17 3/4"	9:10 17 3/4"	9:10 20 5"	9:10 21 1/2"
11:07 19"	9:23 24"	9:16 19"	9:18 23"	9:15 18 1/2"	9:15 18 1/2"	9:15 22 5"	9:15 22 1/2"
11:12 20"	9:28 25"	9:21 20"	9:23 23 3/4"	9:20 19 1/2"	9:20 19 1/2"	9:20 23 1/2"	9:20 23 1/2"
11:17 21"	9:33 26"	9:26 21"	9:28 24 1/2"	9:25 20 1/2"	9:25 20 1/2"	9:25 28 7/8"	9:25 24 1/2"
11:22 22 1/8"	9:38 DRY	9:31 22"	9:33 25 1/2"	9:30 21 1/2"	9:30 21 1/2"	9:35 DRY	9:35 24 1/2"

PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 2.7 MINS. PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 3.3 MINS. PERC RATE: 1" / 6 MINS.

LOT 26 30" DEEP	LOT 27 29" DEEP	LOT 28 28" DEEP	LOT 29 28" DEEP	LOT 30 29" DEEP	LOT 31 29" DEEP	LOT 32 28" DEEP	LOT 33 30" DEEP
TIME 11:43 3 1/2"	TIME 12:30 3"	TIME 12:35 12"	TIME 12:27 3"	TIME 11:45 3"	TIME 11:46 3"	TIME 10:15 3"	TIME 10:18 2 1/2"
11:48 8"	12:40 17 1/2"	12:37 11 1/2"	12:32 7 1/2"	11:28 11 3/4"	11:50 7 3/4"	10:20 11 1/2"	10:23 12"
11:53 10"	12:45 20"	12:42 14"	12:37 11 1/2"	11:33 15"	11:55 11 1/2"	10:25 16 1/2"	10:28 15 1/2"
10:58 13"	12:50 23"	12:47 16"	12:47 16"	11:38 18"	12:00 13 3/4"	10:30 21"	10:33 19 1/2"
12:03 14 1/2"	1:00 25"	12:52 18"	12:52 18"	11:43 21 1/2"	12:05 16"	10:35 24"	10:38 21"
12:08 16"	1:05 28"	12:57 19"	12:57 19"	11:48 24"	12:10 18"	10:40 25 1/2"	10:43 22 1/2"
12:13 17"	1:05 28 1/2"	12:57 20"	12:58 DRY	11:53 26"	12:15 20"	12:16 16"	10:48 24"
12:18 18 1/2"	1:10 DRY	1:02 21"	1:12 22"	12:25 22 1/4"	12:26 18 1/2"	10:45 27"	10:53 25"
12:23 20"				12:30 23 1/2"	12:31 19 1/2"	10:50 DRY	10:58 23 3/4"
12:28 21"				12:35 25"	12:36 20 1/2"	11:03 26 3/4"	

PERC RATE: 1" / 3.3 MINS. PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 4 MINS. PERC RATE: 1" / 5 MINS. PERC RATE: 1" / 3.3 MINS. PERC RATE: 1" / 6 MINS.

LOT 34

EROSION AND SEDIMENTATION CONTROL PLAN

THIS PLAN HAS BEEN DEVELOPED TO MINIMIZE EROSION AND SEDIMENTATION AND REDUCE THE IMPACT OF STORM WATER RUNOFF DURING CONSTRUCTION USING ENGINEERING PRINCIPALS. DETAILED IN THE CONNECTICUT GUIDELINES FOR SOIL AND EROSION AND SEDIMENT CONTROL.

THE ACCOMPANYING PLANS PROVIDE THE FOLLOWING INFORMATION FOR THE IMPLEMENTATION OF THIS PLAN:

- LOCATION OF SEDIMENT CONTROL BARRIERS
- FINISHED GRADES TO BE ACHIEVED
- CONSTRUCTION SEQUENCE AND DETAILS

THIS PROJECT IS FOR THE DEVELOPMENT OF 36 LOT RESIDENTIAL SUBDIVISION. THERE ARE INLAND WETLANDS ON THIS PROPERTY.

OWNER AT TIME OF CONSTRUCTION WILL SERVE AS CONTACT PERSON FOR IMPLEMENTING EROSION AND SEDIMENT CONTROL MEASURES ON THIS PLAN.

EROSION CONTROL NOT REQUIRED FOR AVERY BROOK CIRCLE.

CONSTRUCTION SEQUENCE: HOMES

1. STAKEOUT LIMITS OF CONSTRUCTION FOR THE DRIVEWAYS, HOMES AND SEPTIC SYSTEMS.
2. INSTALL SEDIMENTATION CONTROL BARRIERS AS SHOWN ON THE PLAN.
3. REMOVE EXISTING VEGETATION AND TOPSOIL WITHIN THE LIMITS OF CONSTRUCTION. STOCKPILE TOPSOIL AS SHOWN ON THE PLAN.
4. ROLL GRAVEL ON THE DRIVEWAY AND HOUSE AREA.
5. INSTALL CONCRETE UTILITY PIPING.
6. FOLLOWING CONSTRUCTION OF THE HOME, FINISH GRADE ALL DISTURBED AREAS.
7. LOAM AND SEED ALL DISTURBED AREAS.

MAINTENANCE:

INSPECT SEDIMENT BARRIERS AFTER EACH STORM EVENT AND REPAIR OR REPLACE AS NECESSARY. CLEAN OUT OF ACCUMULATED SEDIMENT IS NECESSARY IF 1/2 OF THE ORIGINAL HEIGHT OF THE BARRIER BECOMES FILLED IN WITH SEDIMENT.

GENERAL NOTES:

1. MAINTAIN ALL SEDIMENT AND EROSION CONTROL FACILITIES UNTIL ALL AREAS HAVE BEEN STABILIZED.
2. LIMITS OF DISTURBANCE AND EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSIDERED AS TYPICAL MINIMUM STANDARDS. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION AND SEDIMENT CONTROL AND FOR IMPLEMENTING ADDITIONAL MEASURES AS SITE CONDITIONS WARRANT.
3. SLOPES IN HIGH MAINTENANCE AREAS SHALL NOT EXCEED 3:1 (H:V).
4. NO DRIVEWAY SHALL BE GREATER THAN 15% SLOPE AT ANY POINT. ANY DRIVEWAY HAVING A GRADE OF 8% OR MORE, BUT NOT EXCEEDING 15%, SHALL BE PAVED FOR THAT PORTION OF DRIVEWAY THAT EXCEEDS 8%.
5. CONSTRUCTION EXPECTED TO BEGIN IN THE FALL OF 2022.

TEMPORARY SEEDING

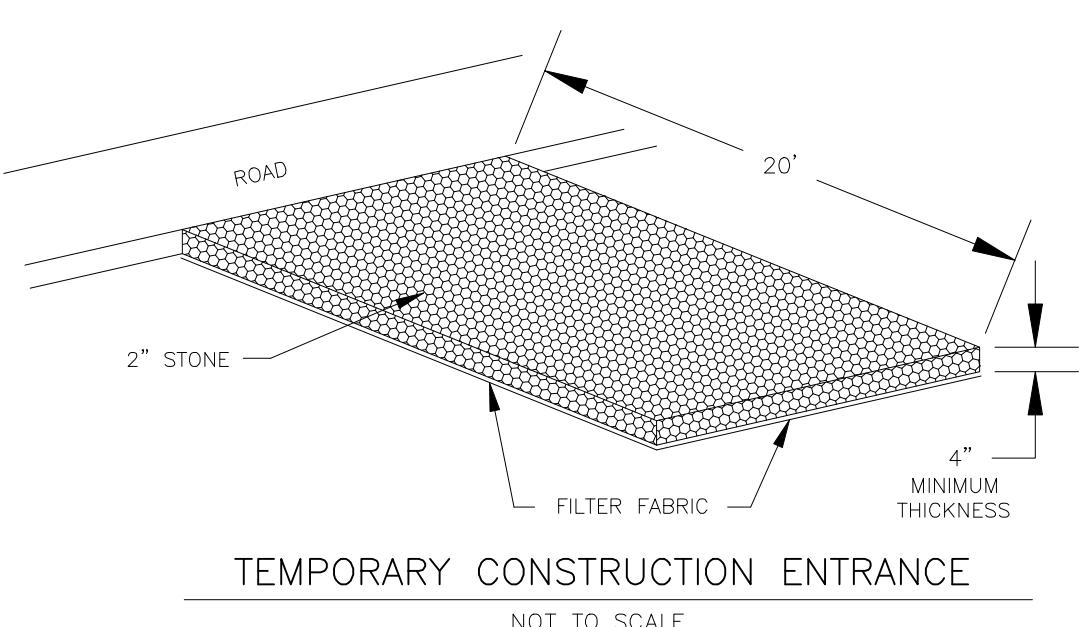
USE TEMPORARY VEGETATION COVER OF ANNUAL RYE GRASS AT A RATE OF 1.0 lbs./1000 S.F. APPLY 10-10-10 FERTILIZER, OR EQUIVALENT, AT A RATE OF 7.5 lbs./1000 S.F. AND LIMESTONE AT A RATE OF 90 lbs./1000 S.F. APPLY STRAW OR HAY MULCH AT A RATE OF 70 lbs./1000 S.F.

PERMANENT SEEDING

SEED BED PREPARATION: FINE GRADE AND RAKE SOIL SURFACE TO REMOVE STONES LARGER THAN 2 INCHES. APPLY LIMESTONE AT A RATE OF 90 lbs./1000 S.F. TILLERTON WITH 10-10-10, OR EQUIVALENT, AT A RATE OF 7.5 lbs./1000 S.F. WIDE TILLER, AND FERTILIZER INTO SOIL UNIFORMLY TO A DEPTH OF 4" WITH A HARROW OR EQUIVALENT. SEED APPLICATION: APPLY LAWN SEED BY HAND, CYCLONE SEEDER OR HYDROSEEDER. LIGHTLY DRAG OR ROLL THE SEED SURFACE TO COVER SEED. SEEDING SHOULD BE DONE BETWEEN APRIL 15 AND JUNE 15 OR BETWEEN AUGUST 15 AND SEPTEMBER 30. IF SEEDING CANNOT BE DONE DURING THESE TIMES, REPEAT MULCHING PROCEDURE BELOW UNTIL SEEDING CAN TAKE PLACE. NOTE: HYDROSEEDER IS USED. INCREASE SEED MIXTURE BY 10% MULCH IMMEDIATELY FOLLOWING SEEDING. MULCH THE SEADED SURFACE WITH STRAW OR HAY AT A RATE OF 70 lbs./1000 S.F. SPREAD MULCH BY HAND OR MULCH BLOWER. PUNCH MULCH INTO SOIL SURFACE WITH TRACK MACHINE OR DISK HARROW.

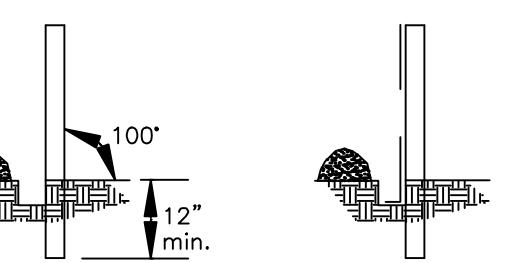
CONSTRUCTION SEQUENCE: AVERY BROOK CIRCLE

- 1) STAKEOUT OFFSETS AND GRADE STAKES AT 50 FOOT STATIONS
- 2) REMOVE/DISPOSE OF ANY STUMPS/TREE DEBRIS.
- 3) STRIP/STOCKPILE TOPSOIL - LOCATION OF STOCKPILES TO BE DETERMINED. INSTALL EROSION CONTROL AT STOCKPILES.
- 4) EXCAVATE TO SUBGRADE, INSTALL 8" SUBBASE; 4" BASE AND BITUMINOUS CONCRETE.
- 5) INSTALL/GRADE TOPSOIL SHOULDER OF AVERY BROOK CIRCLE.

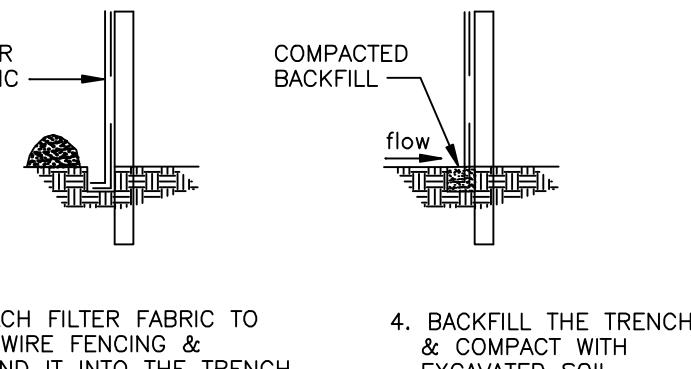


TEMPORARY CONSTRUCTION ENTRANCE
NOT TO SCALE

1. SET POSTS & EXCAVATE A 6" x 6" TRENCH. SET POSTS DOWNSLOPE, ANGLE UPSLOPE FOR STABILITY & SELF-CLEANING.
2. STAPLE THE WIRE MESH FENCING TO END POST.

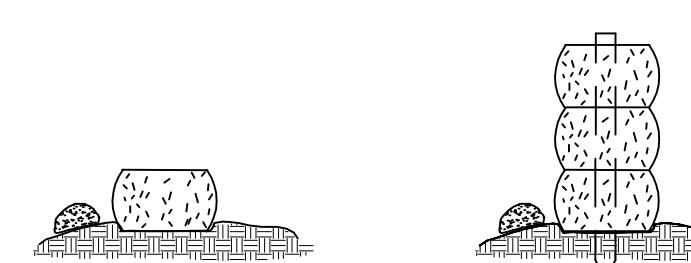


3. ATTACH FILTER FABRIC TO THE WIRE FENCING & EXTEND IT INTO THE TRENCH.
4. BACKFILL THE TRENCH & COMPACT WITH EXCAVATED SOIL.

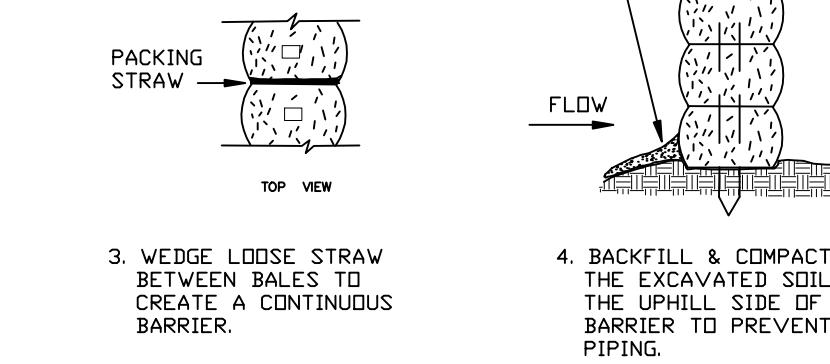


FILTER FABRIC SEDIMENT BARRIER
NOT TO SCALE

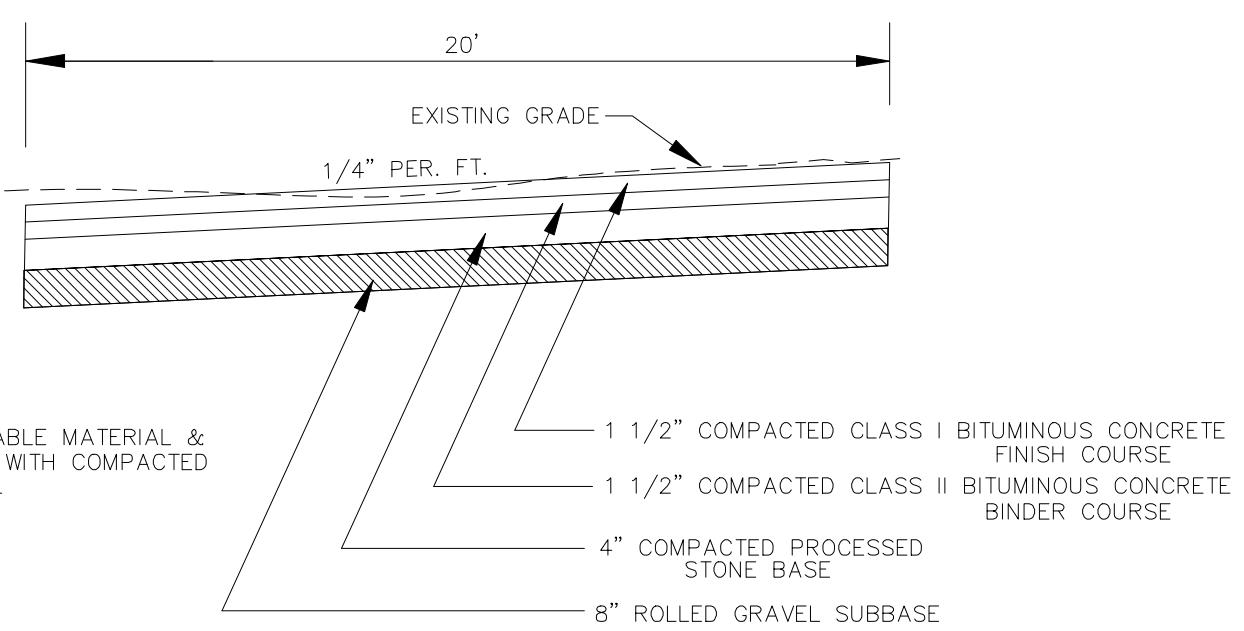
1. EXCAVATE A TRENCH 4" DEEP & THE WIDTH OF A STRAW BALE.
2. PLACE & STAKE STRAW BALES, TWO STAKES PER BALE.



3. WEDGE LOOSE STRAW BETWEEN BALES TO CREATE A CONTINUOUS BARRIER.
4. BACKFILL & COMPACT THE EXCAVATED SOIL ON UPHILL SIDE OF THE BARRIER TO PREVENT PIPING.



CONSTRUCTION OF A STRAW BALE BARRIER
NOT TO SCALE



AVERY BROOK CIRCLE CROSS-SECTION
NOT TO SCALE

APPROVED BY THE LEDYARD PLANNING AND ZONING COMMISSION AS TO THE COMPLIANCE WITH THE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.	
ALL IMPROVEMENTS SHALL BE COMPLETED BY	DATE
CHAIRMAN OR SECRETARY	DATE
EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF THE LEDYARD PLANNING AND ZONING COMMISSION ON DATE	
LOT NUMBERS ASSIGNED BY THE ASSESSOR	
ASSESSOR	DATE
IWWC	APPLICATION#
APPROVED,	
NO PERMIT NECESSARY. (NOT WITHIN A REGULATED AREA)	
NOT APPLICABLE AT THIS TIME. (WITHIN A REGULATED AREA: NO REGULATED ACTIVITY PROPOSED AT THIS TIME)	
WETLANDS OFFICER	DATE
APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR THE TOWN ENGINEER FOR PUBLIC WAY LAYOUT.	
PUBLIC WORKS DIRECTOR/TOWN ENGINEER	DATE
EROSION AND SEDIMENT CONTROL PLAN CERTIFIED BY VOTE OF THE LEDYARD PLANNING AND ZONING COMMISSION	
CHAIRMAN OR SECRETARY OF THE LEDYARD PLANNING AND ZONING COMMISSION	DATE
APPROVED BY THE ZONING ENFORCEMENT OFFICER OF THE LEDYARD PLANNING COMMISSION	
ZONING ENFORCEMENT OFFICER	DATE

© THIS DRAWING IS THE PROPERTY OF THE LAND SURVEYOR. THIS PLAN AND REPRODUCTIONS, ADDITIONS OR REVISIONS OF THIS PLAN ARE NOT VALID WITHOUT THE EMBOSSED SEAL AND SIGNATURE OF THE LAND SURVEYOR WHO PREPARED THIS PLAN. JOB#22-007.DWG FBK#327

DG
DIETER & GARDNER
LAND SURVEYORS • PLANNERS
1641 CONNECTICUT ROUTE 12
P.O. BOX 335
GALES FERRY, CT. 06335
(860) 464-7455
EMAIL: DIETER.GARDNER@YAHOO.COM

PLAN SHOWING EROSION AND SEDIMENT CONTROL

NARRATIVE AND DETAILS

RESUBDIVISION

PROPERTY OF

AVERY BROOK HOMES LLC

94, 96, 98 AND 100

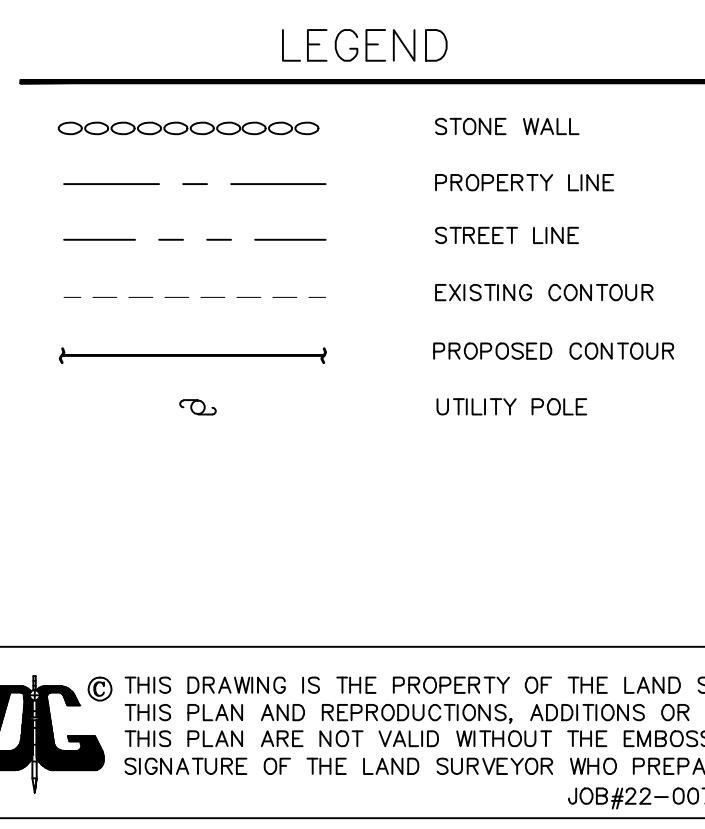
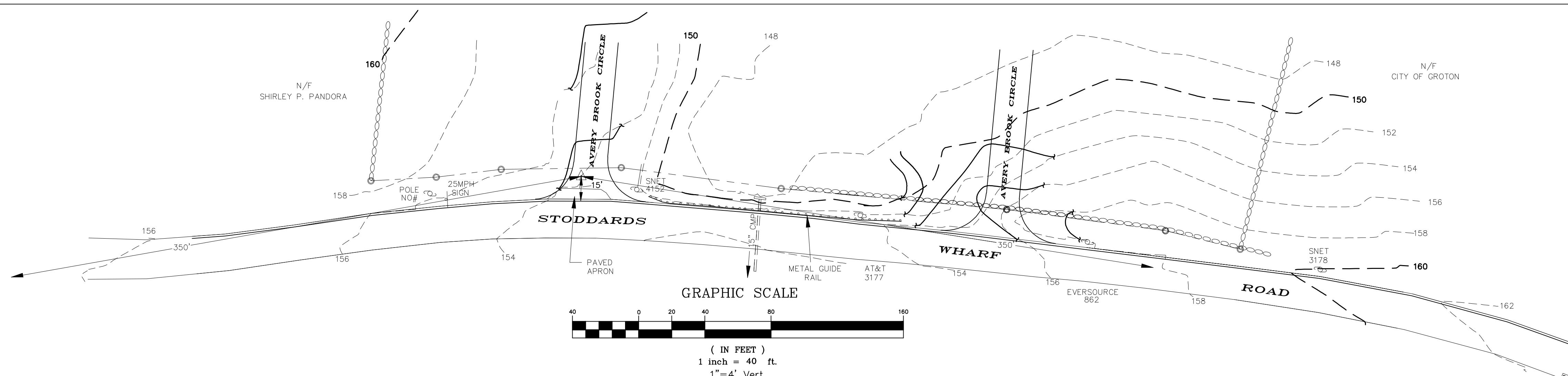
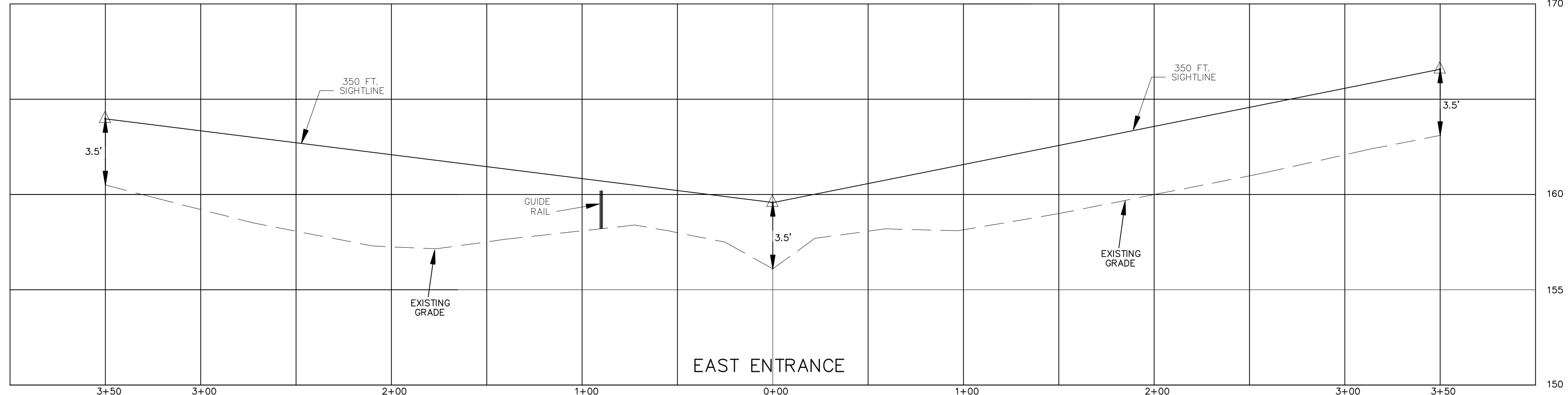
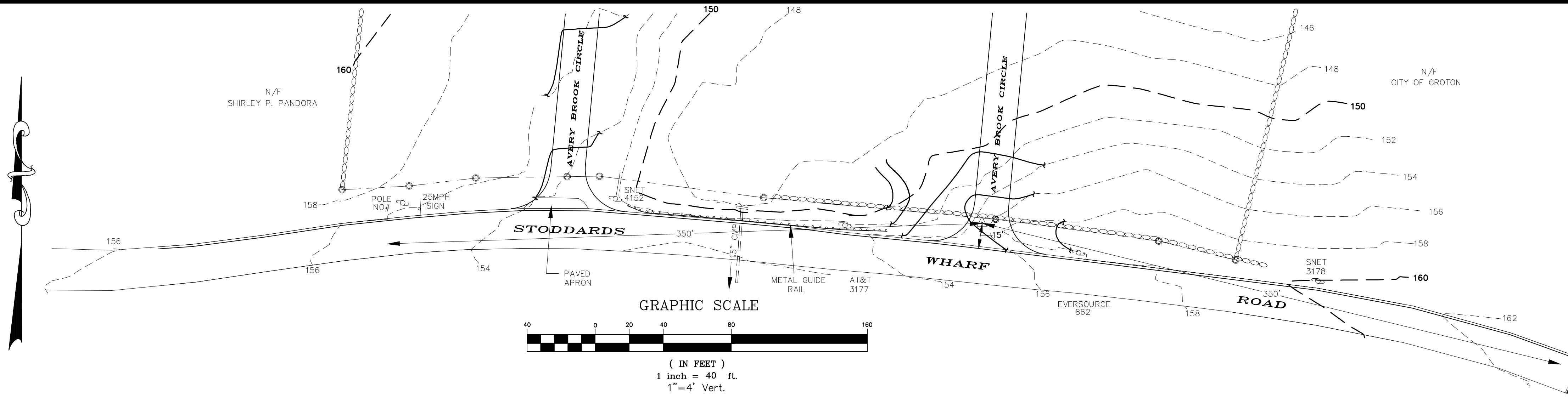
STODDARDS WHARF ROAD

A.K.A.

CONNECTICUT ROUTE 214

LEDYARD, CONNECTICUT

JULY 2022



WEST ENTRANCE

SIGHTLINE
DEMONSTRATION PLAN
PROPERTY OF
AVERY BROOK HOMES LLC
STODDARDS WHARF ROAD
LEDYARD, CONNECTICUT
SCALE: 1"=40' HORIZ.
1"=4' VERT.
JULY 2022

HELLER, HELLER & McCOY

Attorneys at Law

*736 Norwich-New London Turnpike
Uncasville, Connecticut 06382*

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Mary Gagne O'Donal (mgodonal@hellermccoy.com)

Andrew J. McCoy (amccoy@hellermccoy.com)

August 25, 2022

VIA CERTIFIED MAIL

State of Connecticut Commissioner of Public
Health
410 Capitol Avenue
Hartford, CT 06134

Re: Avery Brook Homes, LLC – Resubdivision application to the Town of Ledyard Planning and Zoning Commission for the development of a proposed affordable housing subdivision on properties located at 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214
Ledyard Assessor's Designation: Map 65, Lots 94, 96, 98 and 100

Dear Commissioner:

Please be advised that this office represents Avery Brook Homes, LLC, the owner of four (4) certain tracts or parcels of land situated on the northerly side of Stoddards Wharf Road A.K.A. Connecticut Route 214 in the Town of Ledyard, Connecticut. Our client's contiguous properties are known as 94, 96, 98 and 100 Stoddards Wharf Road, Ledyard, Connecticut. Our client has filed a resubdivision application with the Town of Ledyard Planning and Zoning Commission for the resubdivision of the subject property for residential building lots pursuant to the provisions of §8-30g of the Connecticut General Statutes.

The land which is the subject of the resubdivision application is located within the watershed area of the City of Groton Utilities. We are providing notice to the City of Groton Utilities as well as the Commissioner of Public Health of the filing of this resubdivision application in accordance with the requirements of §8-3i of the Connecticut General Statutes.

I enclose herewith for your reference a copy of the resubdivision application which has been filed with the Ledyard Planning and Zoning Commission, as well as a copy of our transmittal to the Town of Ledyard Planning and Zoning Commission delineating the supplemental information which has been provided with the application, together with copies of the supplemental information.

State of Connecticut Commissioner of Public Health
August 25, 2022
Page 2 of 2

Should you require further information, please feel free to contact the undersigned.

Very truly yours,

COPY
Harry B. Heller

HBH/rmb
Enclosures

HELLER, HELLER & McCOY
Attorneys at Law
736 Norwich-New London Turnpike
Uncasville, Connecticut 06382

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Andrew J. McCoy (amccoy@hellermccoy.com)

Telephone: (860) 848-1248
Facsimile: (860) 848-4003

August 25, 2022

VIA CERTIFIED MAIL

City of Groton Utilities
295 Meridian Street
Groton, CT 06340

Re: Avery Brook Homes, LLC – Resubdivision application to the Town of Ledyard Planning and Zoning Commission for the development of a proposed affordable housing subdivision on properties located at 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214
Ledyard Assessor's Designation: Map 65, Lots 94, 96, 98 and 100

Gentleperson:

Please be advised that this office represents Avery Brook Homes, LLC, the owner of four (4) certain tracts or parcels of land known as 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214, in the Town of Ledyard, Connecticut. Our client has submitted an application to the Town of Ledyard Planning and Zoning Commission for the resubdivision of this real property under the Connecticut Affordable Housing Act, Connecticut General Statutes §8-30g.

The land that is the subject of the resubdivision application is located within the watershed of the City of Groton Utilities. We are providing notice to the City of Groton Utilities as well as the Commissioner of Public Health of the filing of the affordable housing subdivision application in accordance with the requirements of §8-3i of the Connecticut General Statutes. A copy of this notice is also being provided contemporaneously herewith to the Commissioner of Public Health of the State of Connecticut.

I enclose herewith for your reference a copy of the resubdivision application which is being filed contemporaneously herewith with the Ledyard Planning and Zoning Commission as well as a copy of our transmittal to the Town of Ledyard Planning and Zoning Commission delineating the supplemental information which has been provided with the application, together with copies of such supplemental information.

City of Groton Utilities
August 25, 2022
Page 2 of 2

Should you have any questions or need any additional information, please feel free to contact the undersigned.

Very truly yours,
COPY

Harry B. Heller

HBH/rmb
Enclosures