

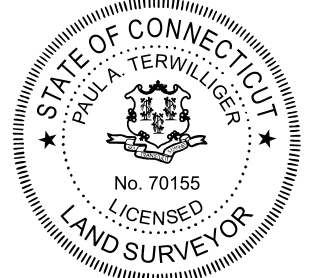
- NOTES:**
- THIS MAP AND SURVEY HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A COMPILATION PLAN CONFORMING TO HORIZONTAL ACCURACY CLASS "D". THIS MAP HAS BEEN COMPILED FROM OTHER MAPS, DEED DIMENSIONS, AND OTHER SOURCES. IT IS NOT TO BE CONSTRUED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY AND IS SUBJECT TO SUCH CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE.
 - PROPERTY LINES SHOWN BASED ON BROOKLYN ASSESSOR'S MAPPING.
 - ZONING DISTRICT: RA
 - TOTAL SUBDIVIDED AREA = 25.56± ACRES.
 - SUBDIVIDED PARCEL IS SHOWN AS MAP 35, LOT 4 OF THE TOWN OF BROOKLYN ASSESSOR'S MAPS.
 - KINGSWOOD ESTATES LOTS 1, 2, 3 & 4 WERE APPROVED 1/7/1988.
 - KINGSWOOD ESTATES LOTS 5,6,8,9,10,11,12 & 13 WERE APPROVED 10/20/1988.
 - KINGSWOOD ESTATES LOTS 14,15 & 16 WERE APPROVED 8/3/2003.
 - REFERENCE DEEDS: VOL. 49, PG. 41 AND VOL. 68, PG. 473 OF THE BROOKLYN LAND RECORDS.

PARCEL HISTORY MAP

APPROVED BY THE BROOKLYN PLANNING & ZONING COMMISSION

CHAIRMAN _____ DATE _____

PER SECTION 8-26 OF THE CONNECTICUT GENERAL STATUTES, AMENDED, APPROVAL AUTOMATICALLY EXPIRES _____ IF ALL PHYSICAL IMPROVEMENTS REQUIRED BY THIS PLAN ARE NOT COMPLETED BY THAT DATE



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Paul A. Terwilliger
PAUL A. TERWILLIGER, L.L.S. NO. 70155
DATE: 7/6/2020

NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE EMBOSSED SEAL OF THE LAND SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

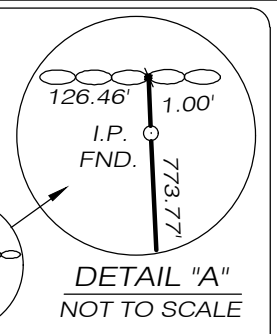
KINGSWOOD ESTATES

COMPILATION PLAN SUBDIVISION OF LAND PREPARED FOR DAVID P. BELL & NANCY M. BELL		 LAND RECORD RESEARCH SURVEYING • MAPPING • PLOT PLANS email: pcsurvey@snet.net 63 SNAKE MEADOW RD KILLINGLY, CT 06239 860 774 6230
CHURCH STREET BROOKLYN, CONNECTICUT DATE: APRIL 2020 SCALE: 1" = 100' 		
JOB NO: 18016	F.B. NO: 220	DRAWN BY: P.A.T. MAP NO:

N/F
KYLE M. TIMOTEQ
VOL. 576, PG. 216

N/F
PAMELA J. GOYETTE
ANDREA E. SCHOBEL
VOL. 624, PG. 269

N/F
FCR REALTY, LLC
VOL. 97, PG. 810



5

4

19

3

17

18

14

15

19

9

N/F
DANIEL MURRAY
JESSE RAINVILLE
VOL. 632, PG. 35

N/F
THOMAS & SUSAN BURKART
VOL. 389, PG. 271

N/F
DAVID P. & NANCY M. BELL
VOL. 49, PG. 41

N/F
JOHN F. TURNER III
SARAH K. SAVOLIS
VOL. 511, PG. 290

N/F
MICHELLE L. GALLAGHER
BILLY JAY GALLAGHER
VOL. 539, PG. 50

N/F
STEVEN BESSETTE
ADRIENNE BESSETTE
VOL. 247, PG. 197

N/F
ERIC V. BRAIS
SIMONE D. BRAIS
VOL. 537, PG. 28

N/F
DONALD E. JR. & LAURA L. WILLIAMS
VOL. 459, PG. 272

OPEN SPACE
CONSERVATION
EASEMENT "B"
AREA = 6.43± ACRES
280,280± SQ. FT.

AREA = 3.35± ACRES
146,073± SQ. FT.

OPEN SPACE
CONSERVATION
EASEMENT "A"
AREA = 0.59± ACRES
25,530± SQ. FT.

AREA = 2.60± ACRES
113,338± SQ. FT.
ENGINEERED SEPTIC SYSTEM REQUIRED

AREA = 16.08± ACRES
700,234± SQ. FT.
AREA EXCLUDING ACCESS = 14.83± ACRES
646,055± SQ. FT.

AREA = 3.30± ACRES
143,812± SQ. FT.
TO BE CONVEYED TO
DONALD E. JR. & LAURA L. WILLIAMS
TO BECOME CONTIGUOUS WITH &
AN UNDIVIDED PART OF ABUTTING LAND

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C-1	102° 45' 19"	25.00'	44.84'	N 36° 13' 11" W	39.06'
C-2	76° 09' 27"	25.00'	33.23'	N 54° 19' 00" E	30.84'

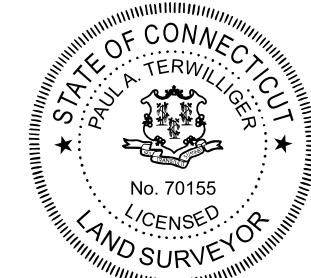
LEGEND

- IRON PIN / DRILL HOLE FOUND
- ∠ ANGLE POINT
- IRON ROD TO BE SET
- STONE WALL

APPROVED BY THE BROOKLYN PLANNING & ZONING COMMISSION

CHAIRMAN _____ DATE _____

PER SECTION 8-26 OF THE CONNECTICUT GENERAL STATUTES, AMENDED,
APPROVAL AUTOMATICALLY EXPIRES _____ IF ALL PHYSICAL IMPROVEMENTS
REQUIRED BY THIS PLAN ARE NOT COMPLETED BY THAT DATE



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Paul A. Terwilliger
PAUL A. TERWILLIGER, L.S. NO. 70155

4/30/2020
DATE

NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE EMBOSSED SEAL OF THE LAND SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

- NOTES:
- THIS MAP AND SURVEY HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-30 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT, AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A SUBDIVISION MAP BASED ON A DEPENDENT RESURVEY AND ORIGINAL SURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2.
 - REFERENCE IS MADE TO THE FOLLOWING MAPS:
 - A. SUBDIVISION OF KINGSWOOD ESTATES - OWNER-DEVELOPER DAVID P. BELL, NANCY M. BELL - CHURCH STREET - BROOKLYN, CONNECTICUT - OCTOBER 1, 1987 - BY: ALBERT L. FITZBACK, LLS
 - B. SUBDIVISION OF KINGSWOOD ESTATES - OWNER-DEVELOPER DAVID P. BELL, NANCY M. BELL - CHURCH STREET - BROOKLYN, CONNECTICUT - 1 inch = 40 feet MARCH 1, 1988 - REVISED THROUGH 8-22-88 - SHEETS 1-5 OF 5 - ALBERT L. FITZBACK, LLS
 - C. KINGSWOOD ESTATES - SUBDIVISION MAP PREPARED FOR DAVID P. & NANCY M. BELL - MALBONE LANE, BROOKLYN, CONNECTICUT - SCALE: 1"=40' - DATE: JULY 2003 - SHEET 2 OF 2 - BY: PC SURVEY ASSOCIATES, LLC
 - D. SUBDIVISION MAP PREPARED FOR FCR REALTY PARTNERSHIP - CHURCH STREET, BROOKLYN, CONNECTICUT - SCALE: 1"=40' - DATE: FEB. 2007 - SHEET 2 OF 2 - REVISED 5/3/07 - BY: PC SURVEY ASSOCIATES, LLC
 - E. MAP SHOWING LAND OF ROBERT J. WEAVER - BROOKLYN, CONNECTICUT - SCALE: 1"=40' - MARCH 1984 - MBK ASSOCIATES, INC.
 - TOTAL SUBDIVIDED AREA = 25.56± ACRES.
 - ZONING DISTRICT: RA
 - THIS SUBDIVISION IS NOT LOCATED WITHIN F.E.M.A.s 100-YEAR FLOOD HAZARD ZONE.
 - INLAND WETLANDS DEPICTED AS DELINEATED BY MICHAEL G. SCHAEFER, CPSS AND FIELD LOCATED MAY & JUNE 2006.
 - PARCEL 'A' & PARCEL 'B' ARE TO BE COMBINED WITH ABUTTING PROPERTIES PRIOR TO THE CONVEYANCE OF ABUTTING LOTS 17 AND 19 AND ARE NOT TO BE CONSTRUED AS SEPARATE BUILDING LOTS.
 - OPEN SPACE REQUIREMENTS ARE TO BE MET BY THE CREATION OF A CONSERVATION EASEMENT COVENANT. OPEN SPACE CONSERVATION EASEMENT AREAS = 27% OF SUBDIVIDED AREA.
 - A COMMON DRIVEWAY USE AND MAINTENANCE AGREEMENT SHALL BE RECORDED IN THE BROOKLYN LAND RECORDS PRIOR TO THE CONVEYANCE OF ANY LOT.

KINGSWOOD ESTATES

SUBDIVISION MAP
PREPARED FOR
**DAVID P. BELL
&
NANCY M. BELL**

CHURCH STREET
BROOKLYN, CONNECTICUT
DATE: APRIL 2020
SCALE: 1" = 60'

SURVEYING • MAPPING • PLOT PLANS

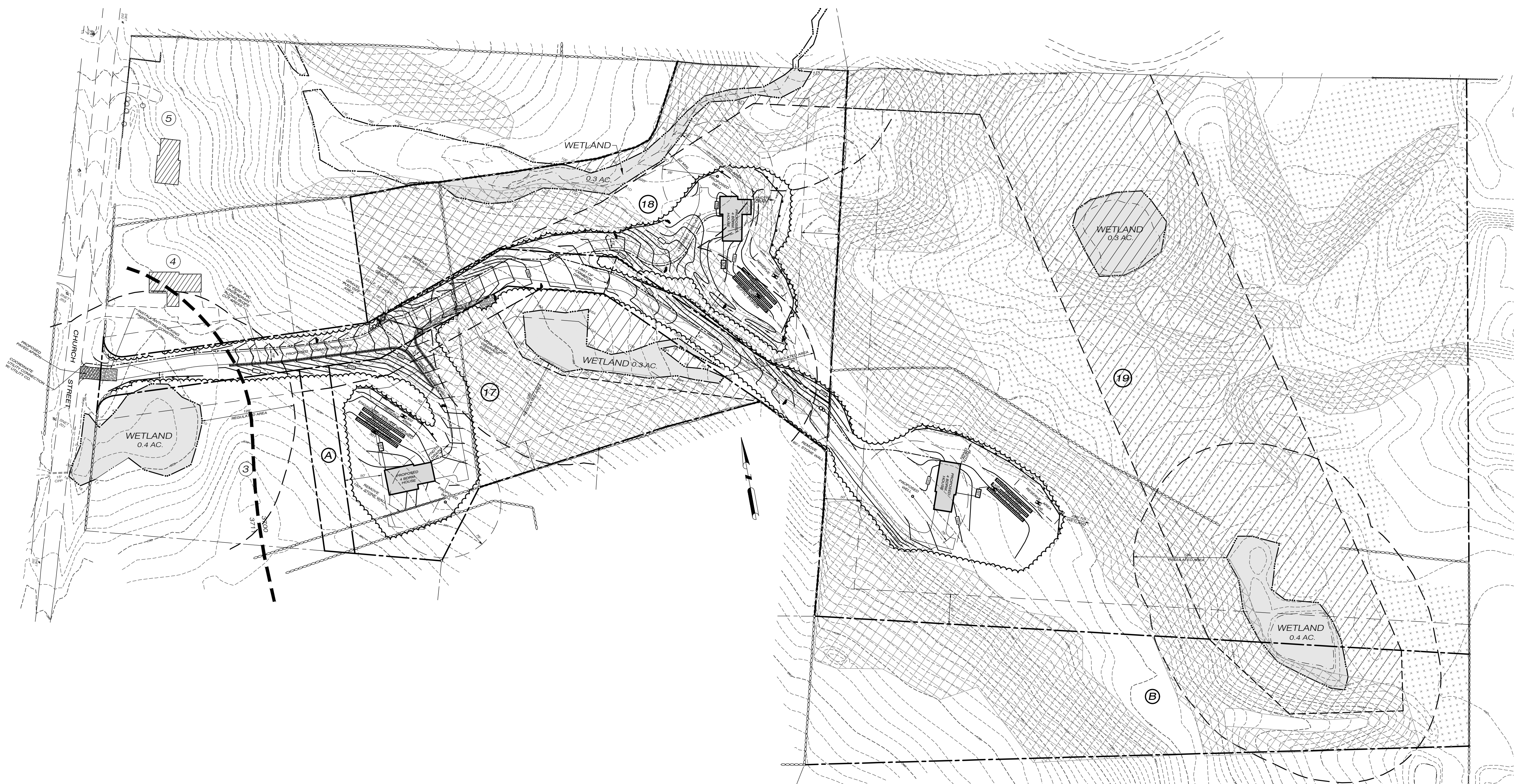
LAND RECORD RESEARCH

63 SNAKE MEADOW RD
KILLINGLY, CT 06239
860 774 6230

SHEET NO: 2 OF 5
REVISED: 7/6/2020 - OPEN SPACE

JOB NO: 18016 | F.B. NO: 220 | DRAWN BY: P.A.T. | MAP NO:





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 2. ZONING DISTRICT: RA
 3. PROPOSED IMPROVEMENTS ARE CONCEPTUAL LOCATIONS TO SHOW LOT SUITABILITY ONLY.
 4. SOLAR ACCESS WAS CONSIDERED IN THE DESIGN OF THIS SUBDIVISION. THE HOUSE LOCATIONS DEPICTED ARE ONLY CONCEPTUAL IN NATURE AND IT IS UP TO THE LOT DEVELOPER TO TAKE ADVANTAGE OF THE PASSIVE SOLAR OPPORTUNITIES PRESENTED BY THESE LOTS AT THE TIME OF ACTUAL HOUSE CONSTRUCTION. THE DEVELOPER IS ENCOURAGED TO UTILIZE PASSIVE SOLAR TECHNIQUES AND IT IS RECOMMENDED THAT SUCH FACTORS AS HOUSE ORIENTATION, WINDOW LOCATION AND STYLE, CLEARING LIMITS AND POSITION ON THE LOT BE TAKEN INTO CONSIDERATION WHEN DEVELOPMENT OCCURS.
 5. THE INLAND WETLANDS & WATERCOURSES WERE FIELD DELINEATED BY MICHAEL G. SCHAEFER, SOIL SCIENTIST AND FIELD LOCATED BY PC SURVEY ASSOCIATES, LLC IN MAY AND JUNE 2006.
 6. MAXIMUM DRIVEWAY GRADE PERMITTED IS 12%. GRADES OF 10% OR GREATER ARE TO BE PAVED. PROPOSED DRIVEWAY GRADES DEPICTED ARE AT LESS THAN 10%.

SOILS WITHIN DEVELOPMENT AREAS

CHARTLTON-CHATFIELD COMPLEX, 0-15% SLOPES, VERY ROCKY FINE SANDY LOAM TO GRAVELLY FINE SANDY LOAM WELL DRAINED, WATER TABLE GREATER THAN 80", BEDROCK 20" - 80"

SUTTON, 0-8% SLOPES, VERY STONY FINE SANDY LOAM TO GRAVELLY SANDY LOAM MODERATELY WELL DRAINED, WATER TABLE 12-27"

FARMLAND SOILS ON SUBDIVIDED PROPERTY

NINIGRET FINE SANDY LOAM, 0-3% SLOPES
 CANTON & CHARLTON FINE SANDY LOAMS, 3-8% SLOPES
 HINKLEY LOAMY SAND, 3-15% SLOPES
 WALPOLE LOAMY SAND, 0-3% SLOPES
 AREA OF FARMLAND SOILS: 10± ACRES

WETLAND SOILS ON SUBDIVIDED PROPERTY

RIDGEBURY & LEICESTER
 WALPOLE

* SOILS INFORMATION AS TAKEN FROM USDA NRCS WEBSITE

APPROVED BY THE BROOKLYN INLAND WETLANDS & WATERCOURSES COMMISSION

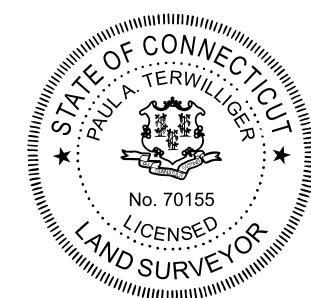
CHAIRMAN _____ DATE _____

APPROVED BY THE BROOKLYN PLANNING & ZONING COMMISSION

CHAIRMAN _____ DATE _____

PER SECTION 8-26 OF THE CONNECTICUT GENERAL STATUTES, AMENDED, APPROVAL AUTOMATICALLY EXPIRES IF ALL PHYSICAL IMPROVEMENTS REQUIRED BY THIS PLAN ARE NOT COMPLETED BY THAT DATE

- LEGEND**
- IRON PIN FOUND
 - IRON ROD TO BE SET
 - STONE WALL
 - 202 --- EXISTING CONTOUR
 - 202.5 --- PROPOSED CONTOUR
 - 202.5 ● PROPOSED SPOT GRADE
 - ⊠ TEST PIT
 - EROSION CONTROL BARRIER
 - EDGE OF WETLAND
 - PROPOSED UNDERGROUND UTILITIES
 - ▨ SLOPES GREATER THAN 15%
 - ××××× FARMLAND SOILS
 - ~~~~~ PROPOSED CLEARING LIMIT



TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Paul A. Terwilliger
 PAUL A. TERWILLIGER, L.S. NO. 70155
 DATE: 4/30/2020

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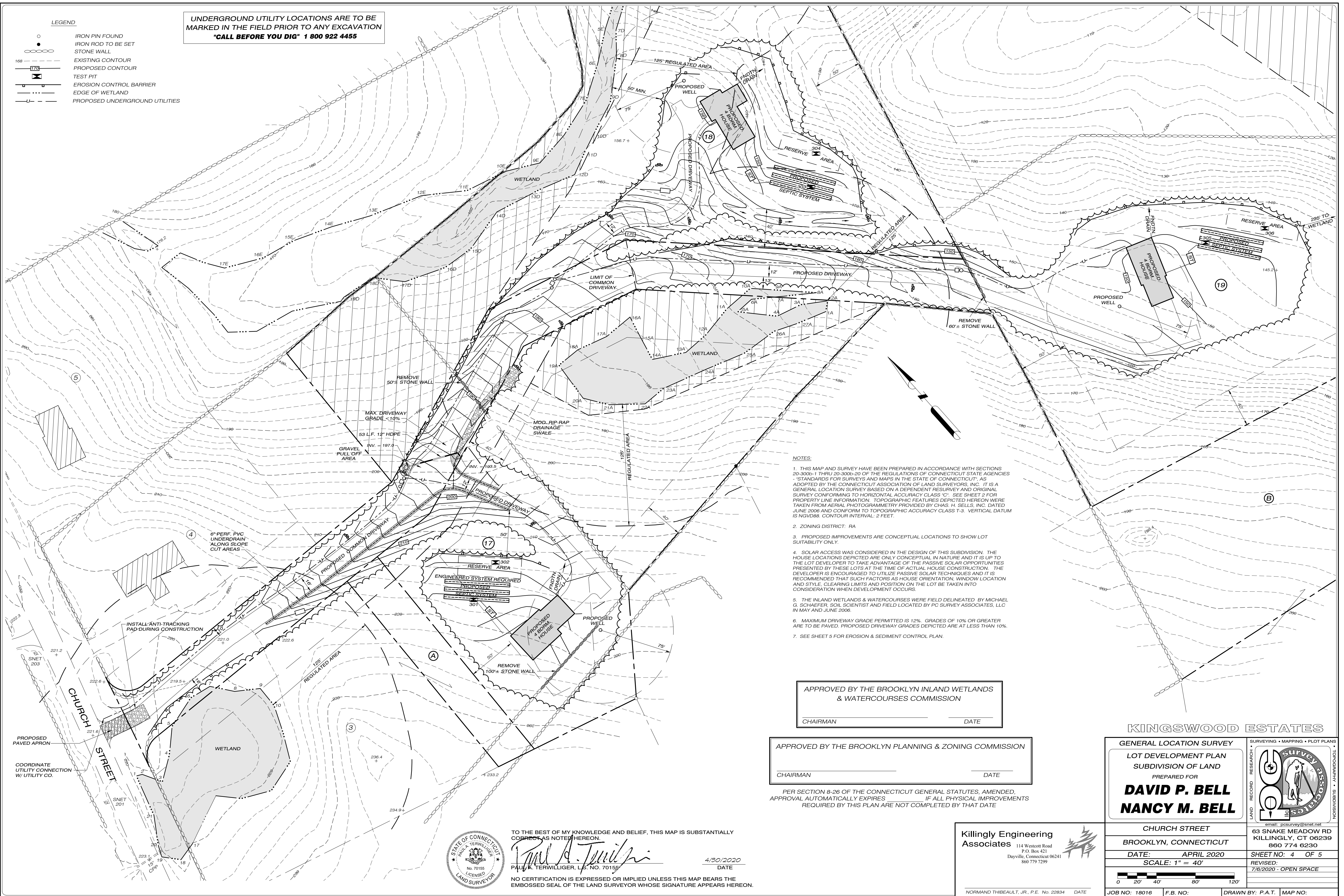
KINGSWOOD ESTATES

COMPILATION MAP LOT DEVELOPMENT AREAS SUBDIVISION OF LAND PREPARED FOR DAVID P. BELL NANCY M. BELL		 SURVEYING • MAPPING • PLOT PLANS LAND RECORD RESEARCH • SUBDIVISION
CHURCH STREET BROOKLYN, CONNECTICUT		
DATE: APRIL 2020 SCALE: 1" = 80' 	63 SNAKE MEADOW RD KILLINGLY, CT 06239 860 774 6230 SHEET NO: 3 OF 5 REVISED: 7/6/2020 - OPEN SPACE	email: pbsurvey@snet.net JOB NO: 18016 F.B. NO: N/A DRAWN BY: P.A.T. MAP NO:

LEGEND

- IRON PIN FOUND
- IRON ROD TO BE SET
- STONE WALL
- - - EXISTING CONTOUR
- - - PROPOSED CONTOUR
- ⊠ TEST PIT
- EROSION CONTROL BARRIER
- - - EDGE OF WETLAND
- - - PROPOSED UNDERGROUND UTILITIES

UNDERGROUND UTILITY LOCATIONS ARE TO BE MARKED IN THE FIELD PRIOR TO ANY EXCAVATION
"CALL BEFORE YOU DIG" 1 800 922 4455



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 7. SEE SHEET 5 FOR EROSION & SEDIMENT CONTROL PLAN.

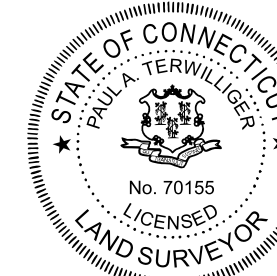
APPROVED BY THE BROOKLYN INLAND WETLANDS & WATERCOURSES COMMISSION
 CHAIRMAN _____ DATE _____

APPROVED BY THE BROOKLYN PLANNING & ZONING COMMISSION
 CHAIRMAN _____ DATE _____

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 4/30/2020
 DATE



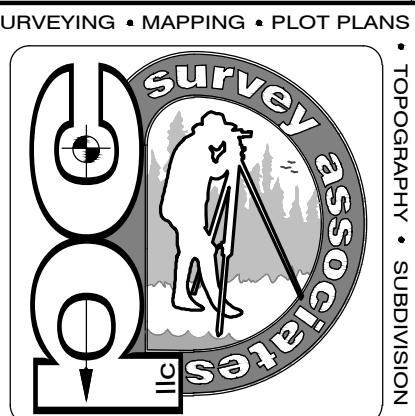
NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE EMBOSSED SEAL OF THE LAND SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

Killingly Engineering Associates
 114 Westcott Road
 P.O. Box 421
 Dayville, Connecticut 06241
 860 779 7299

NORMAND THIBEAULT, JR., P.E. No. 22834 DATE

KINGSWOOD ESTATES

GENERAL LOCATION SURVEY
 LOT DEVELOPMENT PLAN
 SUBDIVISION OF LAND
 PREPARED FOR
DAVID P. BELL
NANCY M. BELL



CHURCH STREET
 BROOKLYN, CONNECTICUT

DATE: APRIL 2020
 SCALE: 1" = 40'

SHEET NO: 4 OF 5
 REVISED: 7/6/2020 - OPEN SPACE

JOB NO: 18016 F.B. NO: DRAWN BY: P.A.T. MAP NO:

63 SNAKE MEADOW RD
 KILLINGLY, CT 06239
 860 774 6230

email: pcsurvey@snet.net

LAND RECORD RESEARCH • SURVEYING • MAPPING • PLOT PLANS

ALL EROSION AND SEDIMENT CONTROL MEASURES AND PROCEDURES SHALL CONFORM TO CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, MAY 2002.

DEVELOPMENT

PROPOSED DEVELOPMENT WILL CREATE 3 NEW BUILDING LOTS. ACTIVITIES TO INCLUDE CONSTRUCTION OF A COMMON AND INDIVIDUAL DRIVEWAYS, HOUSES, SEPTIC SYSTEMS, WELLS, AND SITE GRADING. THE PRIMARY CONCERN OF THIS EROSION & SEDIMENT CONTROL PLAN IS TO PREVENT EXCESSIVE EROSION AND KEEP ERODED SEDIMENT FROM RUNNING OFF SITE OF THE PROPOSED DEVELOPMENT OR INTO WETLAND AREAS. NO MATERIAL SHALL BE PLACED WITHIN A REGULATED WETLAND AREA EITHER ON OR OFF SITE.

CONSTRUCTION SEQUENCE: (INDIVIDUAL LOT DEVELOPMENT)

1. INSTALL EROSION AND SEDIMENT CONTROL MEASURES ALONG DOWN SLOPE SIDE OF THE PROPOSED LIMITS OF DISTURBANCE.
2. STRIP & STOCKPILE TOPSOIL.
3. PROVIDE ANTI TRACKING PAD AND TEMPORARY POWER TO THE SITE.
4. EXCAVATE FOUNDATION AND BEGIN CONSTRUCTION OF RESIDENCE.
5. INSTALL SEPTIC SYSTEM AND WELL.
6. PROVIDE DRIVEWAY AND UTILITIES TO THE RESIDENCE.
7. LOAM, SEED & MULCH DISTURBED AREAS.
8. REMOVE EROSION AND SEDIMENT CONTROL WHEN VEGETATIVE COVER HAS BEEN ESTABLISHED.

GENERAL DEVELOPMENT PLAN

PRIOR TO THE COMMENCEMENT OF OPERATIONS IN ACCORDANCE WITH ANY PERMIT ISSUED BY THE TOWN OF BROOKLYN PLANNING AND ZONING COMMISSION, THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES.

THE CONTRACTOR SHALL OBTAIN A SITE INSPECTION FROM THE TOWN OF BROOKLYN ZONING ENFORCEMENT OFFICER OR WETLANDS AGENT TO ENSURE THAT ALL EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED IN ACCORDANCE WITH THIS NARRATIVE. UPON APPROVAL WITH RESPECT TO THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES, THE CONTRACTOR MAY COMMENCE OPERATIONS PURSUANT TO THE PERMIT. EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE 'SILT FENCE INSTALLATION & MAINTENANCE' AND 'HAY BALE INSTALLATION & MAINTENANCE' SECTIONS OF THIS NARRATIVE.

ALL STRIPPING IS TO BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA. TOPSOIL SHALL BE STOCKPILED SO THAT SLOPES DO NOT EXCEED 2 TO 1. THERE SHALL BE NO BURIAL OF STUMPS. A HAY BALE OR SILT FENCE SEDIMENT BARRIER IS TO SURROUND EACH STOCKPILE AND A TEMPORARY VEGETATIVE COVER PROVIDED IF NECESSARY.

DUST CONTROL WILL BE ACCOMPLISHED BY SPRAYING WITH WATER.

FINAL STABILIZATION OF THE SITE IS TO FOLLOW THE PROCEDURES OUTLINED IN PERMANENT VEGETATIVE COVER. IF NECESSARY A TEMPORARY VEGETATIVE COVER IS TO BE PROVIDED UNTIL A PERMANENT COVER CAN BE APPLIED.

DURING THE STABILIZATION PERIOD, ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN PROPER WORKING ORDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING ALL EROSION AND SEDIMENT CONTROL ON A TWICE-WEEKLY BASIS DURING THE STABILIZATION PERIOD AND AFTER EACH STORM EVENT. DURING THE STABILIZATION PERIOD WITH RESPECT TO EACH SITE, ANY EROSION WHICH OCCURS WITHIN DISTURBED AREAS SHALL BE IMMEDIATELY REPAIRED, RESEEDED AND RE-ESTABLISHED.

ALL DISTURBED SLOPES SHALL BE STABILIZED WITHIN ONE SEASON (SPRING OR FALL) OF THE COMPLETION OF THE PROJECT BEFORE A CERTIFICATE OF COMPLIANCE WILL BE ISSUED.

ONCE STABILIZATION HAS BEEN COMPLETED AND APPROVED BY THE TOWN OF BROOKLYN ZONING ENFORCEMENT OFFICER, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED BY THE CONTRACTOR.

SILT FENCE INSTALLATION AND MAINTENANCE:

1. DIG A 6" DEEP TRENCH ON THE UPHILL SIDE OF THE BARRIER LOCATION.
2. POSITION THE POSTS ON THE DOWNHILL SIDE OF THE BARRIER AND DRIVE THE POSTS 1.5 FEET INTO THE GROUND.
3. LAY THE BOTTOM 6" OF THE FABRIC IN THE TRENCH TO PREVENT UNDERMINING AND BACKFILL.
4. INSPECT AND REPAIR BARRIER AFTER HEAVY RAINFALL.
5. INSPECTIONS WILL BE MADE AT LEAST ONCE PER WEEK AND WITHIN 24 HOURS OF THE END OF A STORM WITH A RAINFALL AMOUNT OF 0.5 INCH OR GREATER TO DETERMINE MAINTENANCE NEEDS.
6. SEDIMENT DEPOSITS ARE TO BE REMOVED WHEN THEY REACH A HEIGHT OF 1 FOOT BEHIND THE BARRIER OR HALF THE HEIGHT OF THE BARRIER AND ARE TO BE DEPOSITED IN AN AREA WHICH IS NOT REGULATED BY THE INLAND WETLANDS COMMISSION.
7. REPLACE OR REPAIR THE FENCE WITHIN 24 HOURS OF OBSERVED FAILURE. FAILURE OF THE FENCE HAS OCCURRED WHEN SEDIMENT FAILS TO BE RETAINED BY THE FENCE BECAUSE:
 - THE FENCE HAS BEEN OVERTOPPED, UNDERCUT OR BYPASSED BY RUNOFF WATER,
 - THE FENCE HAS BEEN MOVED OUT OF POSITION, OR
 - THE GEOTEXTILE HAS DECOMPOSED OR BEEN DAMAGED.

HAY BALE INSTALLATION AND MAINTENANCE:

1. BALES SHALL BE PLACED AS SHOWN ON THE PLANS WITH THE ENDS OF THE BALES TIGHTLY ABUTTING EACH OTHER.
2. EACH BALE SHALL BE SECURELY ANCHORED WITH AT LEAST 2 STAKES AND GAPS BETWEEN BALES SHALL BE WEDGED WITH STRAW TO PREVENT WATER FROM PASSING BETWEEN THE BALES.
3. INSPECT BALES AT LEAST ONCE PER WEEK AND WITHIN 24 HOURS OF THE END OF A STORM WITH A RAINFALL AMOUNT OF 0.5 INCHES OR GREATER TO DETERMINE MAINTENANCE NEEDS.
4. REMOVE SEDIMENT BEHIND THE BALES WHEN IT REACHES HALF THE HEIGHT OF THE BALE AND DEPOSIT IN AN AREA WHICH IS NOT REGULATED BY THE INLAND WETLANDS COMMISSION.
5. REPLACE OR REPAIR THE BARRIER WITHIN 24 HOURS OF OBSERVED FAILURE. FAILURE OF THE BARRIER HAS OCCURRED WHEN SEDIMENT FAILS TO BE RETAINED BY THE BARRIER BECAUSE:
 - THE BARRIER HAS BEEN OVERTOPPED, UNDERCUT OR BYPASSED BY RUNOFF WATER,
 - THE BARRIER HAS BEEN MOVED OUT OF POSITION, OR
 - THE HAY BALES HAVE DETERIORATED OR BEEN DAMAGED.

TEMPORARY VEGETATIVE COVER

A TEMPORARY SEEDING OF RYE GRASS WILL BE COMPLETED WITHIN 15 DAYS OF THE FORMATION OF STOCKPILES. IF THE SOIL HAS BEEN COMPACTED BY CONSTRUCTION OPERATIONS IT SHALL BE LOOSENED TO A DEPTH OF 2 INCHES BEFORE THE FERTILIZER, LIME AND SEED IS APPLIED. 10-10-10 FERTILIZER AT A RATE OF 7.5 POUNDS PER 1000 S.F. LIMESTONE AT A RATE OF 90 LBS. PER 1000 S.F. SHALL BE USED. RYE GRASS APPLIED AT A RATE OF 1 LB. PER 1000 S.F. SHALL PROVIDE THE TEMPORARY VEGETATIVE COVER. STRAW FREE FROM WEEDS AND COARSE MATTER SHALL BE USED AT A RATE OF 70-90 LBS. PER 1000 S.F. AS A TEMPORARY MULCH. APPLY A JUTE NETTING COVER TO SLOPES OF 3:1 OR GREATER SLOPE.

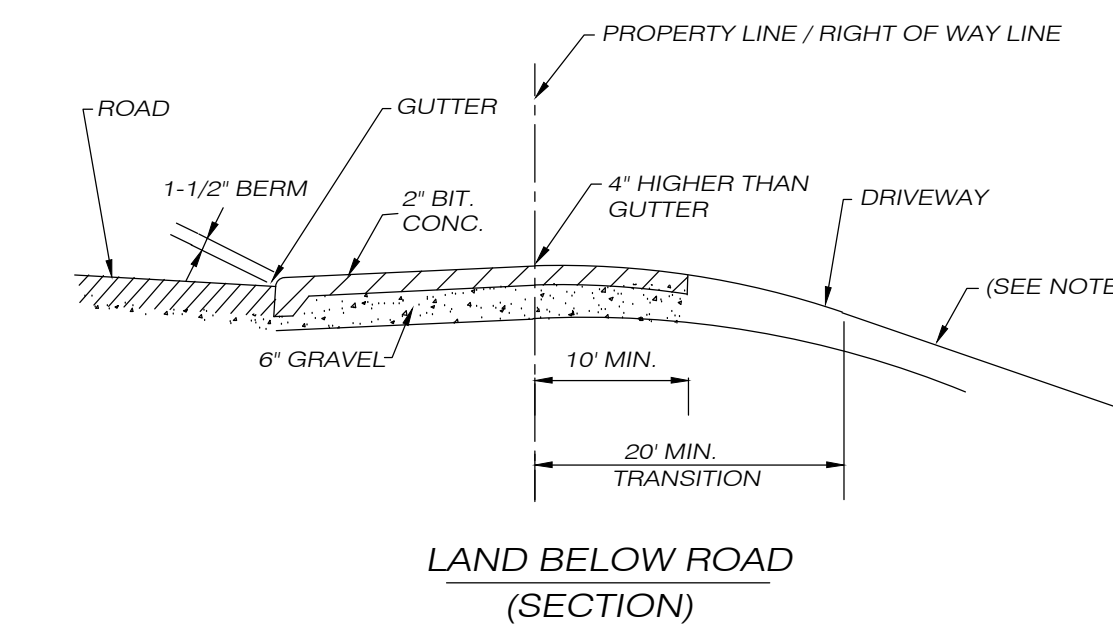
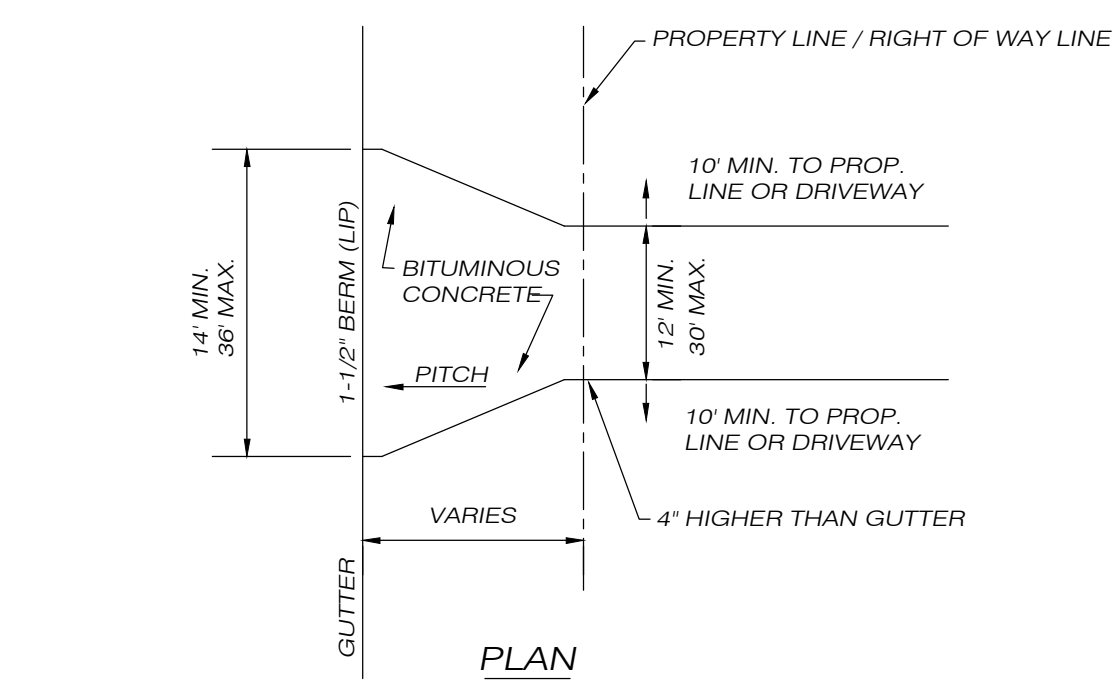
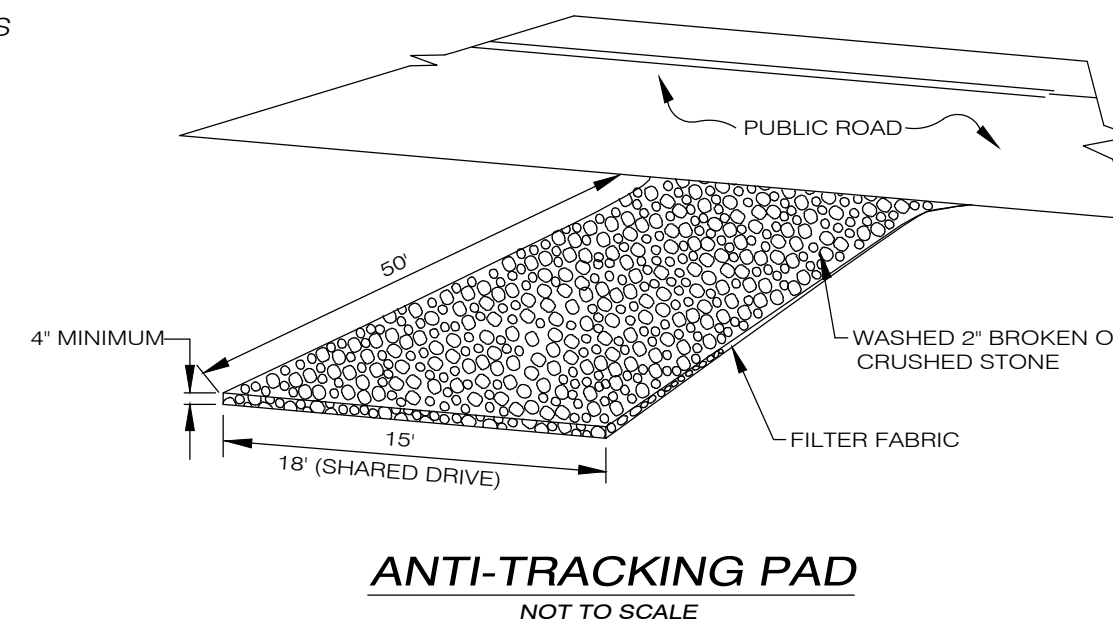
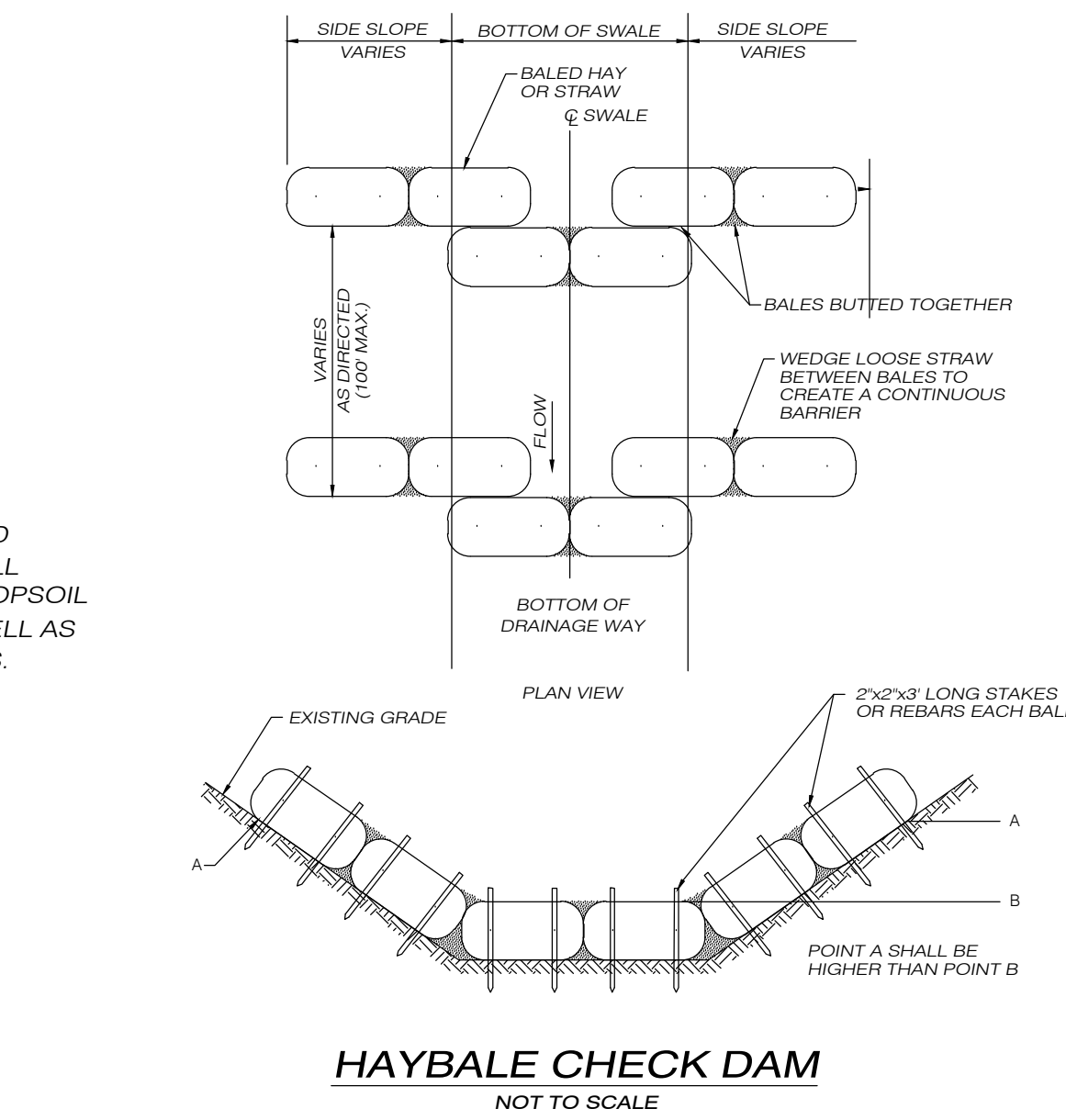
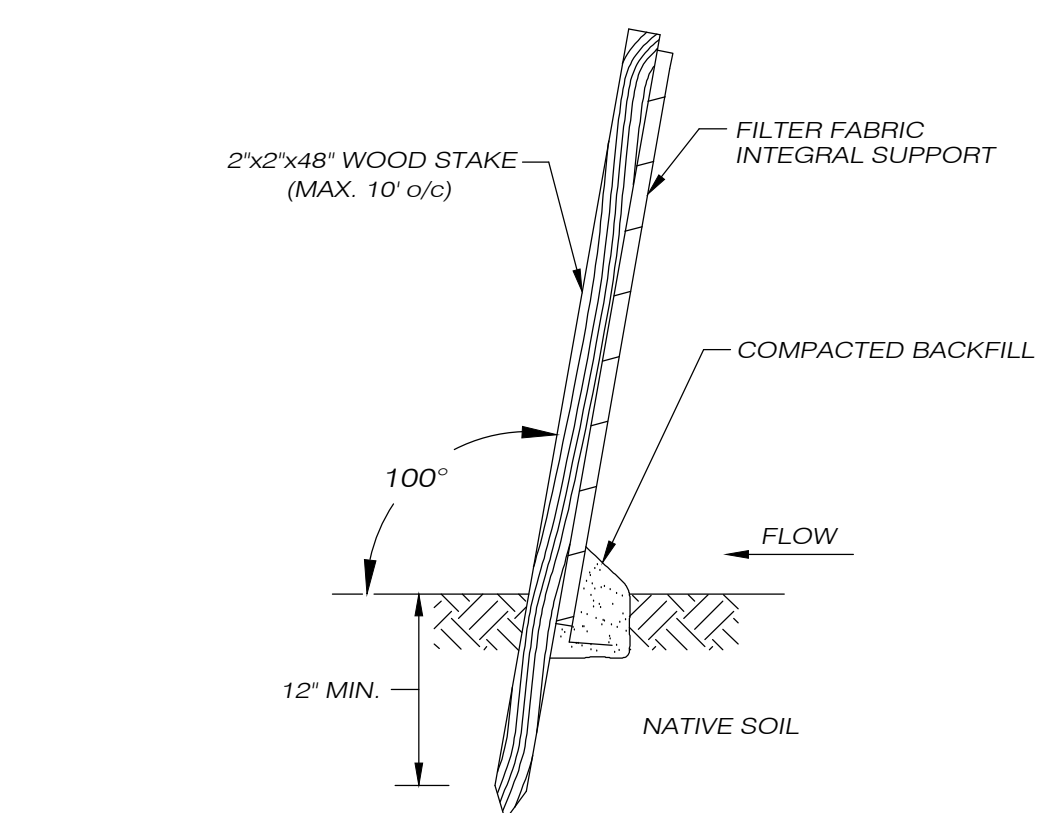
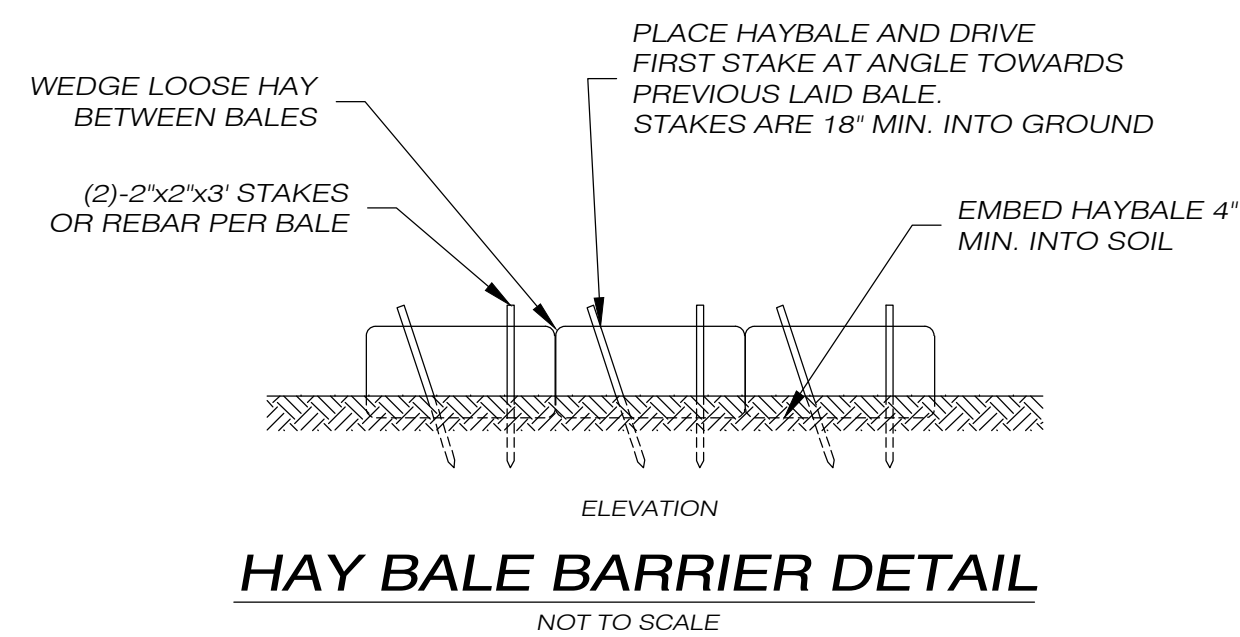
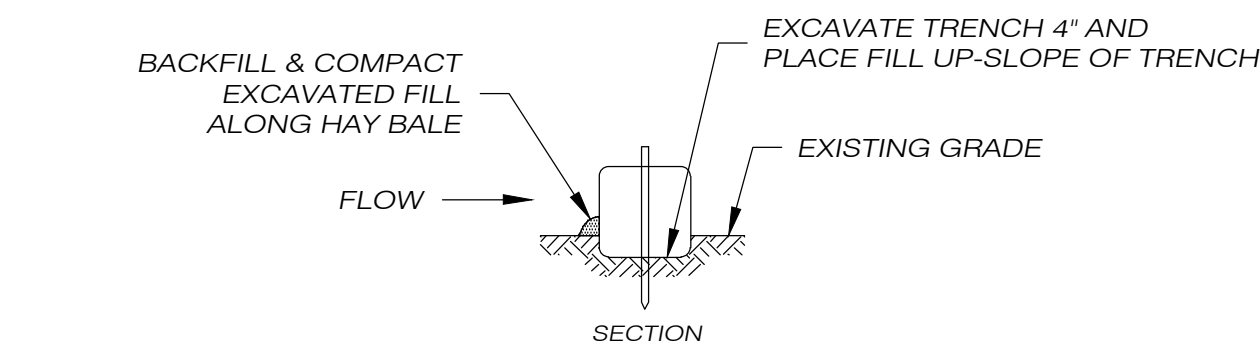
PERMANENT VEGETATIVE COVER

TOPSOIL WILL BE REPLACED ONCE THE EXCAVATION AND FILL PLACEMENT HAS BEEN COMPLETED AND THE SLOPES ARE GRADED TO A SLOPE NO GREATER THAN 2 TO 1. PROVIDE SLOPE PROTECTION ON ALL CUT SLOPES. TOPSOIL WILL BE SPREAD AT A MINIMUM COMPACTED DEPTH OF 4 INCHES. ONCE THE TOPSOIL HAS BEEN SPREAD, ALL STONES TWO INCHES OR LARGER IN ANY DIMENSION WILL BE REMOVED AS WELL AS DEBRIS. APPLY AGRICULTURAL GROUND LIMESTONE AT THE RATE OF TWO TONS PER ACRE OR 100 LBS. PER 1000 S.F. APPLY 10-10-10 FERTILIZER OR EQUIVALENT AT A RATE OF 300 LBS. PER ACRE OR 7.5 LBS. PER S.F. WORK LIMESTONE INTO THE SOIL TO A DEPTH OF 4 INCHES. INSPECT SEEDBED BEFORE SEEDING. IF TRAFFIC HAS COMPACTED THE SOIL, RETILL COMPACTED AREAS. APPLY THE FOLLOWING GRASS SEED MIX:

SEED MIXTURE	LBS./ACRE	LBS./1000 S.F.
KENTUCKY BLUEGRASS	20	0.45
CREEPING RED FESCUE	20	0.45
PERENNIAL RYEGRASS	5	0.10
	45	1.00

THE RECOMMENDED SEEDING DATES ARE: APRIL 1 - JUNE 15 AND AUGUST 1 - SEPTEMBER 15

FOLLOWING SEEDING, MULCH WITH WEED FREE STRAW AND APPLY A JUTE NETTING COVER TO AREAS OF 3:1 OR GREATER SLOPE



- NOTES:
1. MAXIMUM DRIVEWAY GRADE IS 12%
 2. DRIVEWAYS IN EXCESS OF 10% GRADE SHALL BE PAVED WITH BITUMINOUS CONCRETE.

APPROVED BY THE BROOKLYN INLAND WETLANDS & WATERCOURSES COMMISSION

CHAIRMAN _____ DATE _____

APPROVED BY THE BROOKLYN PLANNING & ZONING COMMISSION

CHAIRMAN _____ DATE _____

PER SECTION 8-26c OF THE CONNECTICUT GENERAL STATUTES, AMENDED, APPROVAL AUTOMATICALLY EXPIRES IF ALL PHYSICAL IMPROVEMENTS REQUIRED BY THIS PLAN ARE NOT COMPLETED BY THAT DATE

SOIL TEST DATA - LOT 17

TP 301

0-12"	TOPSOIL
12-23"	FINE SANDY LOAM
23-57"	MOTTLED FINE SANDY LOAM
57-68"	GROUNDWATER

MOTTLING @ 23"
WATER @ 57"
NO LEDGE

TP 302

0-12"	TOPSOIL
12-25"	FINE SANDY LOAM
25-71"	MOTTLED FINE SANDY LOAM w/ GRAVEL/COBBLES
71-78"	GROUNDWATER

MOTTLING @ 25"
WATER @ 71"
NO LEDGE

PERCOLATION RATE: 8 MIN./INCH AT 18" DEPTH

SOIL TEST DATA - LOT 18

TP 303

0-11"	TOPSOIL
11-36"	LOAMY SAND
36-84"	GRAVELLY MED. LOAMY SAND w/ COBBLES/STONES

NO MOTTLING
NO WATER
NO LEDGE

TP 304

0-9"	TOPSOIL
9-37"	LOAMY SAND
37-83"	GRAVELLY MED. LOAMY SAND w/ COBBLES/STONES

NO MOTTLING
NO WATER
NO LEDGE

PERCOLATION RATE: 2.35 MIN./INCH @ 18" DEPTH

SOIL TEST DATA - LOT 19

TP 305

0-9"	TOPSOIL
9-39"	GRAVELLY FINE SANDY LOAM
39-85"	VERY GRAVELLY/COBBLY LOAMY MED. SAND w/ STONES/BOULDERS

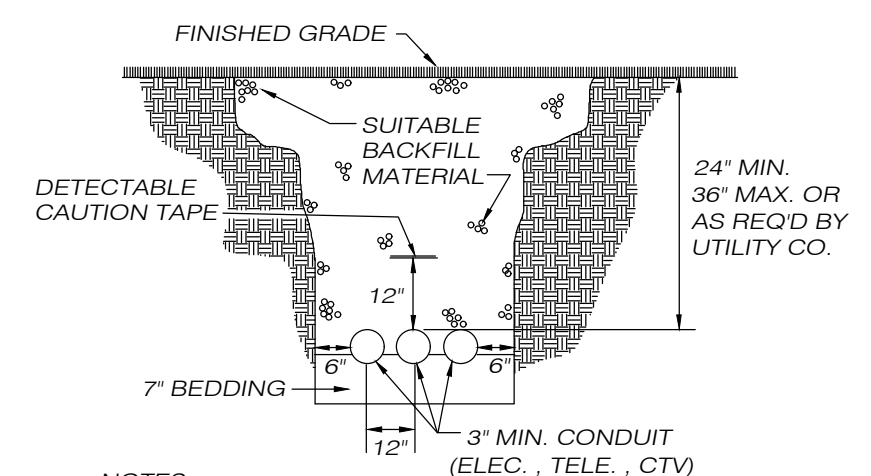
NO MOTTLING
NO WATER
NO LEDGE

TP 306

0-9"	TOPSOIL
9-25"	GRAVELLY FINE SANDY LOAM
25-93"	VERY GRAVELLY/COBBLY LOAMY MED. SAND w/ STONES/BOULDERS

NO MOTTLING
NO WATER
NO LEDGE

PERCOLATION RATE = 1.23 MIN./INCH AT 24" DEPTH



- NOTES:
1. OSHA STANDARDS REQUIRE THAT SPOILS BE PLACED 24" MIN. FROM EDGE OF TRENCH.
 2. SUITABLE BACKFILL SHALL NOT CONTAIN ASH, CINDER, SHELL, FROZEN MATERIAL, LOOSE DEBRIS OR STONES LARGER THAN 2" MAX. DIMENSION.
 3. FUEL OR WATER LINES SHALL BE NO CLOSER THAN 18" IN ANY DIRECTION.

SEPTIC SYSTEM NOTES - LOT 17

4 BEDROOM HOUSE
PERCOLATION RATE: 8 MIN./INCH
EFFECTIVE LEACHING AREA REQUIRED = 577.5 SF
DEPTH TO RESTRICTIVE LAYER = 23"
MLSS: 26(HF) x 1.0(PF) x 1.75(FF) = 45.5' MLSS
USE STANDARD 12" DEEP x 48" WIDE LEACHING TRENCHES
MAXIMUM DEPTH INTO GRADE: 5"
EFFECTIVE LEACHING AREA OF TRENCH = 3.0 SF/LF
LENGTH OF TRENCH REQUIRED = (577.5 SF)/(3.0 SF/LF) = 192.5 LF
USE THREE 65' TRENCHES 8' O/C
LSS PROVIDED = 65'
LEACHING AREA PROVIDED = 585 SF
SEPTIC TANK: 1500 GALLON
ENGINEERED SYSTEM REQUIRED

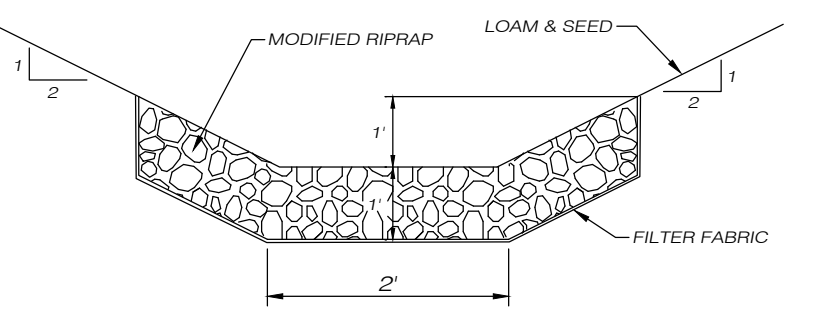
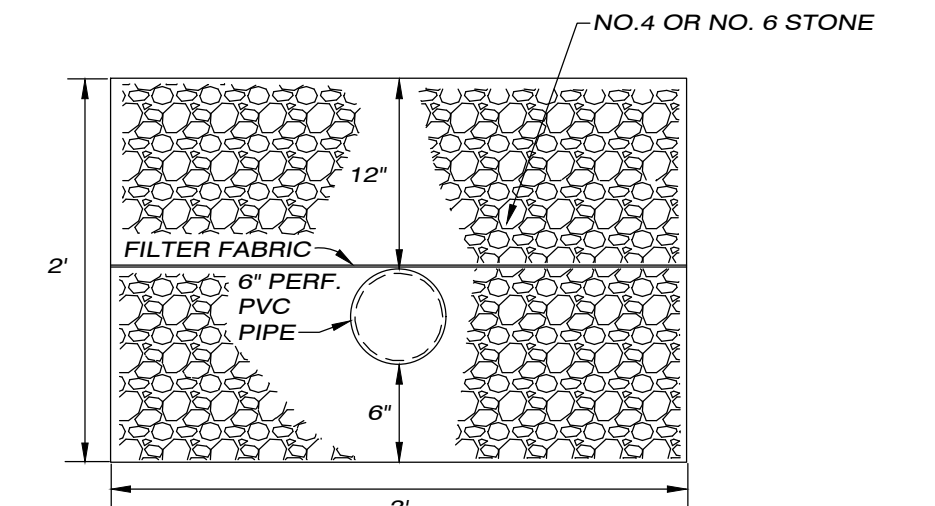
SEPTIC SYSTEM NOTES - LOT 18

4 BEDROOM HOUSE
PERCOLATION RATE: 2.35 MIN./INCH
EFFECTIVE LEACHING AREA REQUIRED = 577.5 SF
DEPTH TO RESTRICTIVE LAYER = N/A
MLSS: N/A
USE STANDARD 12" DEEP x 48" WIDE LEACHING TRENCHES
MAXIMUM DEPTH INTO GRADE: N/A
EFFECTIVE LEACHING AREA OF TRENCH = 3.0 SF/LF
LENGTH OF TRENCH REQUIRED = (577.5 SF)/(3.0 SF/LF) = 192.5 LF
USE THREE 65' TRENCHES 8' O/C
LEACHING AREA PROVIDED = 585 SF
SEPTIC TANK: 1500 GALLON

SEPTIC SYSTEM NOTES - LOT 19

4 BEDROOM HOUSE
PERCOLATION RATE: 1.23 MIN./INCH
EFFECTIVE LEACHING AREA REQUIRED = 577.5 SF
DEPTH TO RESTRICTIVE LAYER = N/A
MLSS: N/A
USE STANDARD 12" DEEP x 48" WIDE LEACHING TRENCHES
MAXIMUM DEPTH INTO GRADE: N/A
EFFECTIVE LEACHING AREA OF TRENCH = 3.0 SF/LF
LENGTH OF TRENCH REQUIRED = (577.5 SF)/(3.0 SF/LF) = 192.5 LF
USE THREE 65' TRENCHES 8' O/C
LEACHING AREA PROVIDED = 585 SF
SEPTIC TANK: 1500 GALLON

SOIL TESTING PERFORMED 1/17/2020 BY N.D.D.H.
FILE NO. 20000155



KINGSWOOD ESTATES

SUBDIVISION OF LAND
EROSION CONTROL PLAN & CONSTRUCTION DETAILS
PREPARED FOR
DAVID P. BELL
NANCY M. BELL

CHURCH STREET
BROOKLYN, CONNECTICUT
DATE: APRIL 2020
SCALE: 1" = AS NOTED

63 SNAKE MEADOW RD
KILLINGLY, CT 06239
860 774 6230
SHEET NO: 5 OF 5
REVISED:

email: pcsurvey@snct.net
63 SNAKE MEADOW RD
KILLINGLY, CT 06239
860 774 6230

LAND RECORD RESEARCH SURVEYING • MAPPING • PLOT PLANS
NOISMADEBTS • JHR/REPODOL

0 0.5" 1" 2" 3"

JOB NO: 18016 F.B. NO: DRAWN BY: P.A.T. MAP NO:

Killingly Engineering Associates
114 Westcott Road
P.O. Box 421
Dayville, Connecticut 06241
860 779 7299

NORMAND THIBAULT, JR., P.E. No. 22834 DATE

PLANNING AND ZONING COMMISSION
TOWN OF BROOKLYN
CONNECTICUT

Received Date _____

Application # SD _____

Check # _____

APPLICATION FOR SUBDIVISION/RESUBDIVISION

Name of Applicant David & Nancy Bell Phone 860 774 3838

Mailing Address PO Box 358, Brooklyn, CT 06234

Applicants Interest in the Property owner

Property Owner SAME Phone _____

Mailing Address _____

Name of Engineer/Surveyor pc survey associates, llc / Killingly Engineering Associates

Address 63 Snake Meadow Road, Killingly, CT 06239

Contact Person Paul A. Terwilliger, LS Phone 860 774 6230 Fax _____

Name of Attorney _____

Address _____

Phone _____ Fax _____

Subdivision _____ Re subdivision _____

Property location Church Street

Map # 35 Lot # 4 Zone RA Total Acres 25.56 Acres to be Divided 25.56

Number of Proposed Lots 3 Length of New Road Proposed n/a

Sewage Disposal: Private Public _____

Note: Hydrological report required by Section 11.6.2

Length of new Sewer proposed: Sanitary n/a Storm n/a

Water: Private Public _____

Is parcel located within 500 feet of an adjoining Town? no

The following shall accompany the application when required:

4.2.2 Fee \$ _____ State (\$60.00) _____ 4.2.3 Sanitary Report _____ 4.2.5, 3 copies of plans _____

4.2.4 Application/ Report of Decision from the Inland Wetlands Com. & the Conservation Com.

4.2.6 Erosion & Sediment Control Plans

4.2.7 Certificate of Public Convenience and Necessity

4.2.8 Applications filed with other Agencies

The owner and applicant hereby grant the Brooklyn Planning and Zoning Commission, the Board of Selectman, Authorized Agents of the Planning and Zoning Commission or Board of Selectman, permission to enter the property to which the application is requested for the purpose of inspection and enforcement of the Zoning regulations and the Subdivision regulations of the Town of Brooklyn

Applicant: X David & Nancy Bell Date 7-6-20

Owner: X David & Nancy Bell Date 7-6-20

*Note: All consulting fees shall be paid by the applicant



Northeast District Department of Health

69 South Main Street, Unit 4
Brooklyn, CT 06234

Phone: 860-774-7350 / Fax: 860-774-1308 / web: www.nddh.org

OFFICE HOURS: Monday - Friday, 7:00 a.m. - 4:00 p.m.

FILE APPLICATION "B"

(Site Investigation, Septic Plan Review & Permit Application)

PROPERTY LOCATION

TOWN: BROOKLYN STREET #: STREET: CHURCH STREET
ASSESSOR'S MAP# 35 BLOCK# LOT# 4 DEV.LOT# UTILITY POLE#

PURPOSE OF APPLICATION: (Check all that apply)

SITE INVESTIGATION: PLAN REVIEW: [X] PERMIT:
NO. OF LOTS: 3 SIZE OF LOT(S): 2 - 16 AC NO. OF BEDROOMS: 4 WATER SUPPLY: Well or City
RESIDENTIAL [X] or COMMERCIAL: SUBDIVISION: Yes No If yes, is it: NEW or EXISTING
NEW CONST: [X] or REPAIR: SUBDIVISION NAME:
LOT SPLIT: Yes No Are there any easements?
YEAR BUILT:

OWNER INFORMATION

LEGAL OWNER: DAVID & NANCY BELL
MAILING ADDRESS: PO BOX 358
TOWN: BROOKLYN STATE: CT ZIP: 06234 EMAIL:
HOME PHONE: 860 774 3838 WORK PHONE: CELL PHONE:
APPOINTED AGENT FOR OWNER: PC SURVEY ASSOCIATES AGENT ADDRESS 63 SNAKE MEADOW RD
TOWN: KILLINGLY STATE: CT ZIP: 06239 AGENTS PHONE: 860 774 6230
SIGNATURE OF AGENT: DATE:
INSTALLER: INSTALLER ADDRESS:
SIGNATURE OF LEGAL PROPERTY OWNER: DATE:
PERSON TO CONTACT TO SCHEDULE FIELD TESTING: PHONE:

Any misrepresentation by the applicant on this form will cause this application to become void and render any fees paid non-refundable. In the event of application withdrawal by the applicant, NDDH reserves the right to retain a non-refundable processing fee. No services will be rendered until payment is received. Do not fax, return by mail.

Approval to Construct Permits are issued to a specific homeowner and installer, if either were to change, the permit will be voided and re-issued with the new licensed installer or home owner. Applicable permit fee will be assessed for re-issuance of the permit.

NDDH USE ONLY - FILE#

Table with 4 columns: Fee Name, Receipt#, Check#, Date. Rows include Site Investigation Fee, Add'l Testing Fee, Plan Rev. Fee, 1st Revision Fee, 2nd Revision Fee, Septic Permit Fee, Standpipe Monitoring, Consultation Fee, Other Fee.



Northeast District Department of Health
69 South Main Street, Unit 4
Brooklyn, CT 06234
Phone - 860-774-7350 / Fax – 860-774-1308
www.nddh.org

LETTER OF CONSENT

_____ (DATE)

To Whom It May Concern:

I, DAVID BELL, legal property owner of:

Street: CHURCH STREET, Town: BROOKLYN

Map #: 35, Block #: _____, Lot #: 4, Dev Lot N#: _____,

As recorded in the Town Assessor's Office, do hereby authorize :

PC SURVEY ASSOCIATES, LLC

to act as my agent and grant permission to apply for:

1. X Soil Testing
2. _____ Permit to Construct or Repair a Septic System
3. X Other: PLAN REVIEW

In evaluating this application, I realize that the Northeast District Department of Health has relied on information provided by the applicant or agent. If such information subsequently proves to be false, deceptive, incomplete and/or inaccurate, service will be suspended and any permits issued will be revoked. I understand that a permit to construct is issued to a specific CT Licensed Installer, is the property of the installer, and is not transferable.

The undersigned swears that the information supplied in the completed application is accurate to the best of his/her knowledge and belief.

Signature of Legal Property Owner

Date

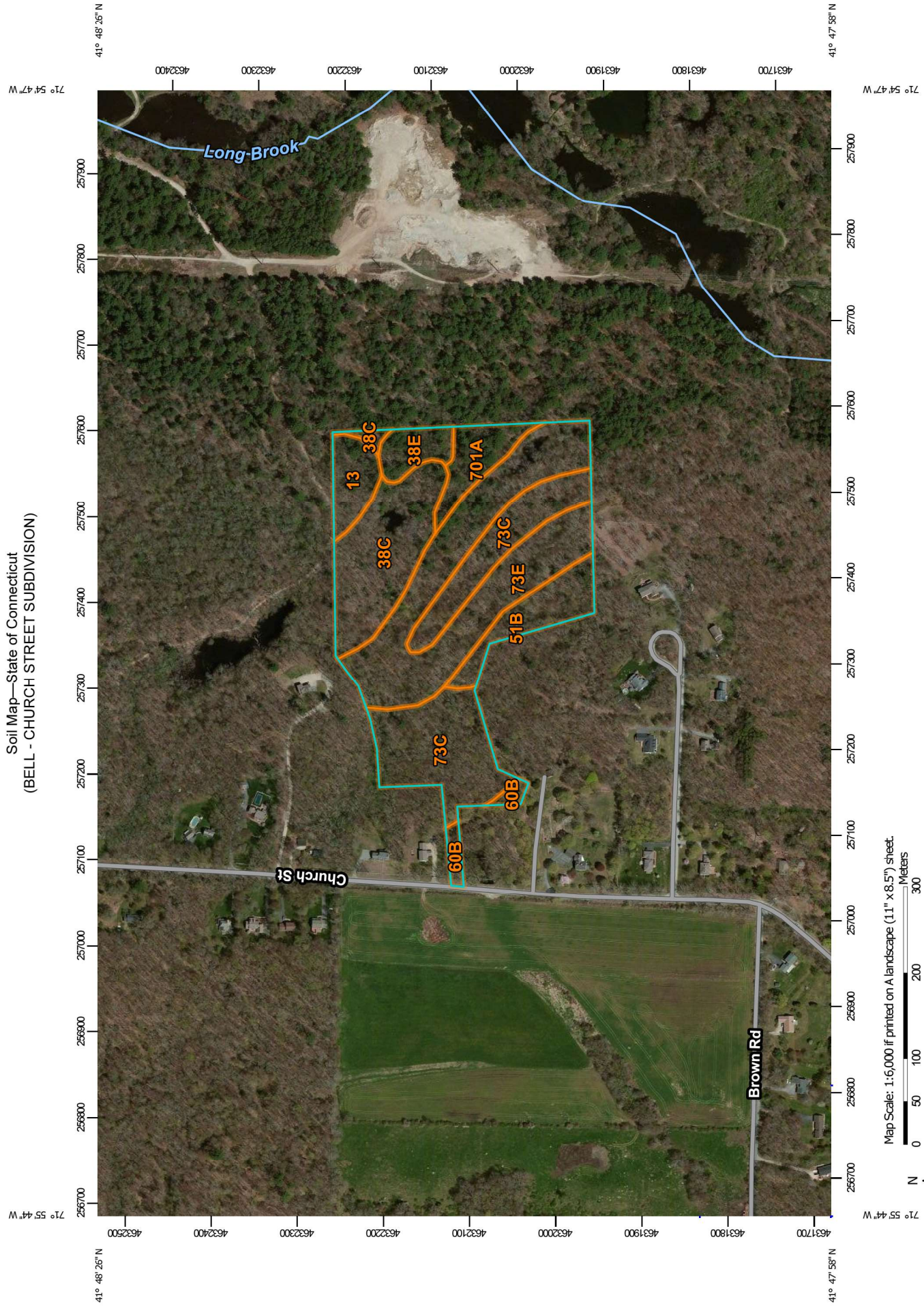
Telephone #

Signature of Appointed Agent







































Date

Telephone #

Soil Map—State of Connecticut
(BELL - CHURCH STREET SUBDIVISION)



MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Streams and Canals
 Borrow Pit	 Railroads
 Clay Spot	 Interstate Highways
 Closed Depression	 US Routes
 Gravel Pit	 Major Roads
 Gravelly Spot	 Local Roads
 Landfill	 Aerial Photography
 Lava Flow	
 Marsh or swamp	
 Mine or Quarry	
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut
Survey Area Data: Version 19, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 14, 2011—Aug 27, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Walpole sandy loam, 0 to 3 percent slopes	1.2	4.8%
38C	Hinckley loamy sand, 3 to 15 percent slopes	4.3	17.3%
38E	Hinckley loamy sand, 15 to 45 percent slopes	1.0	3.9%
51B	Sutton fine sandy loam, 0 to 8 percent slopes, very stony	1.8	7.3%
60B	Canton and Charlton fine sandy loams, 3 to 8 percent slopes	0.5	1.8%
73C	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	6.4	25.6%
73E	Charlton-Chatfield complex, 15 to 45 percent slopes, very rocky	8.5	33.9%
701A	Ninigret fine sandy loam, 0 to 3 percent slopes	1.4	5.4%
Totals for Area of Interest		25.1	100.0%

ABUTTERS WITHIN 200' OF SUBDIVISION - BELL, CHURCH STREET

MAP 35, LOT 3
TURNER JOHN F III & SAVOLIS SARAH K
92 CHURCH ST
BROOKLYN CT 6234

MAP 35, LOT 4-15
BRAIS ERIC V & SIMONNE D
30 MALBONE LN
BROOKLYN CT 6234

MAP 35, LOT 7-1
BRENNAN MICHELE
132 CHURCH ST
BROOKLYN CT 6234

MAP 35, LOT 4-16
BESSETTE STEVEN W & ADRIENNE L
28 MALBONE LN
BROOKLYN CT 6234

MAP 35, LOT 4-14
GALLAGHER MICHELLE L & BILLY JAY
26 MALBONE LN
BROOKLYN CT 6234

MAP 35, LOT 7-8
GOYETTE PAMELA J & SCHOBBER ANDREA E
136 CHURCH ST
BROOKLYN CT 6234

MAP 35, LOT 7
F C R REALTY LLC
110 DAY ST
BROOKLYN CT 6234

MAP 35, LOT 4-9
WILLIAMS DONALD E JR & LAURA L
41 MALBONE LN
BROOKLYN CT 6234

MAP 35, LOT 4-8
GREENE KENNETH N
38 MALBONE LN
BROOKLYN CT 06234-2535

MAP 35, LOT 2
ENNIS JOHN F & EGGERS FREDERICK S
289 PROVIDENCE RD
BROOKLYN CT 06234-1818

MAP 35, LOT 4-3
BELL DAVID P & NANCY M
P.O. BOX 358
BROOKLYN CT 06234-0844

MAP 41, LOT 6
F C R REALTY LLC
110 DAY ST
BROOKLYN CT 6234

MAP 35, LOT 4-4
BURKART THOMAS & SUSAN
PO BOX 787
BROOKLYN CT 06234-0356

MAP 35, LOT 4-5
MURRAY DANIEL & RAINVILLE JESSIE
124 CHURCH ST
BROOKLYN CT 6234

SUBJECT PROPERTY MAP 35, LOT 4
BELL DAVID P & NANCY M
PO BOX 358
BROOKLYN CT 6234

COMMON DRIVEWAY AND MAINTENANCE AGREEMENT

WHEREAS, David P. Bell and Nancy M. Bell are the owners of three parcels or lots of land (the "Lots") situated in the Town of Brooklyn, County of Windham and State of Connecticut, shown and designated as Lots 17, 18 and 19 on a map entitled, "KINGSWOOD ESTATES - SUBDIVISION MAP PREPARED FOR DAVID P. BELL & NANCY M. BELL – CHURCH STREET - BROOKLYN, CONNECTICUT – SCALE: 1"=60' – DATE: APRIL 2020 – SHEET 2 OF 5 – PC SURVEY ASSOCIATES, LLC – 63 SNAKE MEADOW RD, KILLINGLY, CT 06239", filed in the office of the Brooklyn Town Clerk, to which map reference is hereby made for a more particular description and location of said premises; and

WHEREAS, the above Lots are to be served by a single common driveway to be located within a Right-of-Way located on Lot 19 as depicted on the above referenced map, and more particularly bounded and described as follows:

Commencing at a point in the easterly line of Church Street at the southwesterly corner of the herein described Right-of-Way and the northwesterly corner of other land now or formerly of David P. & Nancy M. Bell, said point being located 509 feet, more or less, southerly of an iron pin at the westerly end of a stone wall in the easterly line of Church Street at the northwesterly corner of Lot 5 and the southwesterly corner of land now or formerly of Kyle M. Timoteo;

Thence Northeasterly, 33.23 feet along a curve to the right having a radius of 25.00 feet to a point, bounded southeasterly by other land now or formerly of David P. & Nancy M. Bell;

Thence S 87° 35' 50" E, 363.36 feet to a point, bounded southerly by other land now or formerly of David P. & Nancy M. Bell, Parcel "A" and Lot 17;

Thence N 70° 51' 39" E, 197.61 feet to a point;

Thence S 75° 14' 47" E, 129.87 feet to a point at the southeasterly corner of the herein described Right-of-Way, the last two courses bounded southerly by Lot 17;

Thence N 29° 49' 50" E, 51.78 feet across the access strip of Lot 19 to a point at an angle in the southerly line of Lot 18;

Thence N 75° 14' 47" W, 158.57 feet to a point;

Thence S 70° 51' 39" W, 203.34 feet to a point at the southeasterly corner of land now or formerly of Thomas & Susan Burkart, the last two courses bounded northerly by Lot 18

Thence N 87° 35' 50" W, 330.31 feet to a point;

Thence Northwesterly, 44.84 feet along a curve to the right having a radius of 25.00 feet to a point in the easterly line of Church Street, the last two courses bounded northerly and northeasterly by land now or formerly of said Burkart;

Thence S 15° 09' 29" W, 55.96 feet along the easterly line of Church Street to a point;

Thence S 16° 14' 16" W, 46.31 feet along the easterly line of Church Street to the point of beginning; and

WHEREAS, said David P. Bell & Nancy M. Bell wish to set forth the respective rights and obligations of all current and future owners of said Lots;

NOW THEREFORE, it is hereby resolved that:

- (1) The owners of the Lots shall share in the costs of constructing, repairing and maintaining the driveway in good condition and repair in the following percentages: **Lot 17: 33-1/3%, Lot 18: 33-1/3% and Lot 19: 33-1/3%**. Maintenance and repair shall

include but not be limited to, replacement, restoration and repair of the driveway surface including but not limited to bituminous concrete, concrete, tar, asphalt, stone and gravel, snow and ice removal, removal of fallen trees and other obstructions, etc. Each Lot owner agrees to provide the owners of the other Lot with copies of bills, invoices or statements relating to the costs of repairing and maintaining the driveway.

(2) Items of repair and/or maintenance to be performed shall be determined as agreed upon by the owners of the Lots, provided however, that neither Lot owner may unreasonably withhold his or her consent of agreement to items of repair or maintenance reasonably necessary to keep the driveway in good and passable condition and repair and repair of public utilities if required.

(3) Each Lot owner shall be liable to contribute to the cost in the percentages set forth in paragraph number one (1) above, such amounts to be paid promptly upon completion of such repair or maintenance item, and after presentment of a copy of the invoice from the contractor performing the work.

(4) Notwithstanding the foregoing obligation to share equally in maintenance and repair expenses, in the event that the owner of either Lot, or such owner's agents, contractors, employees or guests shall damage the driveway by construction activities related to such owner's Lot or by negligence, reckless or intentional act, then such owner shall promptly repair such damage and restore the driveway to its prior condition, at his/her sole expense.

(5) It is mutually agreed that the owners of Lots 17, 18 and 19 shall have the right to install underground public utilities along said driveway at their sole expense, and the owners of Lots 17, 18 and 19 are hereby granted ingress and egress over said driveway and access is hereby granted over said driveway to any utility company (including, but not limited to electric, telephone, gas, water, sewer, cable TV) for installation / maintenance / repair of such services to any Lot. Any land disturbed by the exercise of these rights shall be restored, by the party exercising the right, to the condition it was prior to such entry.

(6) No owners of the Lots, or an owner's agent(s) or guest(s) shall in any way at any time obstruct the driveway, park vehicles or allow any to be parked on the driveway or in any other way prevent or hinder free passage by an owner, or an owner's agent(s) or guest(s) over such portion of the driveway Right-of-Way which serves each owners' property.

(7) The owners of Lots 17, 18 and 19 and such future owners of Lots 17, 18 and 19, covenant and agree to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to costs and reasonable attorneys' fees) arising out of or in any way related to their failure to maintain in a safe condition the easements granted and created hereunder. The owners of Lots 17, 18 and 19 shall give prompt and timely notice of any claim or suit or action commenced against the other party which in any way would result in indemnification hereunder.

(8) In the event of failure by any owner of Lots 17, 18 and 19 to perform, fulfill or observe any agreement herein performed, fulfilled or observed by it, which failure shall continue for thirty (30) days, or in situations involving potential danger to the health and safety of persons in, on or about Lots 17, 18 and 19 or any portion or part thereof, in each case after written notice specifying such, the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other hereunder, shall be paid to the party to whom due upon demand, without contest upon delivery of its invoice, together with interest thereon at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time

under applicable law, from the date of expenditure or the date when same shall have become due to the date of payment thereof in full.

(9) This agreement shall be binding on the owners of the Lots, their heirs, successors and assigns and inure to their respective benefit, shall be appurtenant to, run with, and benefit Lots 17, 18 and 19 as shown on the aforementioned map.

(10) Any disagreement between any owner of Lot 17, Lot 18 and/or Lot 19 delineated on the subdivision map referred to in the first recital paragraph of this Declaration with respect to the interpretation or application of these covenants and their obligations hereunder shall be determined by arbitration. Such arbitration shall be conducted upon the request of any land owner of Lot 17, Lot 18 and/or Lot 19 delineated on the subdivision map referred to in the first recital paragraph of this Declaration. Any such arbitration proceeding shall be conducted in accordance with the rules of the American Arbitration Association or as may be mutually agreed. The decision of the arbitrator in any such proceeding shall be final, and judgment upon the arbitration award may be entered in any court of competent jurisdiction. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties. Notwithstanding the foregoing, the parties agree that any and all disputes less than \$5,000.00 (or the then monetary limit of Small Claims Court) shall be heard in Small Claims Court. In any event, the successful party shall be entitled to recover all costs and expenses incurred including reasonable attorneys' fees to be fixed as a result of Arbitration or by Small Claims Court.

IN WITNESS WHEREOF, David Bell and Nancy M. Bell have hereunto set their hands and seals
this day of

PERMANENT CONSERVATION EASEMENT COVENANT

WHEREAS, David P. Bell and Nancy M. Bell are the owners of three parcels or lots of land (the “Lots”) situated in the Town of Brooklyn, County of Windham and State of Connecticut, shown and designated as Lots 17, 18 and 19 on a map entitled, “SUBDIVISION MAP PREPARED FOR DAVID P. BELL & NANCY M. BELL – CHURCH STREET, BROOKLYN, CONNECTICUT – SCALE: 1”=60’ – DATE: APRIL 2020 – REVISED 7/6/2020 – SHEET 2 OF 5 - PC SURVEY ASSOCIATES, LLC – 63 SNAKE MEADOW RD, KILLINGLY, CT 06239”, as filed in the office of the Brooklyn Town Clerk, to which map reference is hereby made for a more particular description and location of said premises; and

WHEREAS, the above Lots are to be SUBJECT TO Conservation Easements as depicted on the above referenced map, and more particularly bounded and described as follows:

CONSERVATION EASEMENT “A”

A certain Conservation Easement over Lot 17 bounded and described as follows:

Beginning at a point in the southerly line of the access strip of Lot 19 at the northwesterly corner of the herein described Conservation Easement, said point being located easterly, 639 feet, more or less, from the easterly line of Church Street as measured along the southerly line of the access strip of Lot 19;

Thence S 75° 14’ 47” E, 85.04 feet along the southerly line of the access strip of Lot 19 to a point;

Thence S 45° 05’ 33” E, 256.32 feet along the southwesterly line of the access strip of Lot 19 to an iron rod in a stone wall corner;

Thence N 72° 04’ 59” W, 270.00 feet to a point;

Thence N 54° 45’ 18” W, 58.19 feet to a point;

Thence N 19° 08’ 21” E, 67.89 feet to a point;

Thence N 70° 51’ 39” E, 66.60 feet to the point of beginning.

CONSERVATION EASEMENT “B”

A certain Conservation Easement over Lot 18, Lot 19, and Parcel “B”, bounded and described as follows:

Beginning at a point in the northerly line of the access strip of Lot 19 at the southwesterly corner of the herein described Conservation Easement and the southeasterly corner of land now or formerly of Thomas & Susan Burkart, said point being located easterly, 375 feet, more or less, from the easterly line of Church Street as measured along the northerly line of the access strip of Lot 19;

Thence N 02° 24’ 09” E, 170.85 feet to a point in a stone wall, bounded westerly by land now or formerly of Thomas & Susan Burkart;

Thence N 89° 18’ 50” E, 85.79 feet along a stone wall to a point;

Thence S 85° 32’ 44” E, 35.19 feet along the stone wall to a point at a wall intersection;

Thence S 87° 31’ 50” E, 95.66 feet along the stone wall to a point;

Thence S 88° 33’ 29” E, 120.18 feet along the stone wall to a point;

Thence N 83° 54' 29" E, 54.30 feet along the stone wall to a point;
Thence N 72° 10' 21" E, 20.23 feet along the stone wall to a point;
Thence N 39° 51' 45" E, 18.49 feet along the stone wall to a point;
Thence N 28° 20' 45" E, 94.12 feet along the stone wall to an iron rod at a wall intersection, the last seven courses bounded northerly and westerly by land now or formerly of Daniel Murray and Jesse Rainville;
Thence S 72° 02' 58" E, 31.45 feet along a stone wall to a point;
Thence S 76° 53' 04" E, 198.36 feet along the stone wall to an iron rod in a wall intersection, the last two courses bounded northerly by land now or formerly of Pamela J. Goyette and Andrea E. Schober;
Thence S 83° 55' 56" E, 52.61 feet to a point;
Thence S 74° 44' 59" E, 121.05 feet to a T-Bar;
Thence S 81° 35' 04" E, 129.66 feet to a point;
Thence S 77° 45' 20" E, 104.23 feet to a point, the last four courses bounded northerly by land now or formerly of FCR Realty, LLC;
Thence S 13° 12' 58" E, 845.54 feet to a point in the southerly line of Lot 19;
Thence S 08° 46' 33" W, 81.51 feet to a point;
Thence N 81° 13' 27" W, 152.81 feet to a point;
Thence N 36° 44' 27" W, 148.13 feet to a point in the southerly line of Lot 19;
Thence N 13° 12' 58" W, 771.00 feet to a point;
Thence N 76° 53' 04" W, 305.25 feet to a point;
Thence S 67° 24' 45" W, 244.97 feet to a point;
Thence S 76° 04' 44" W, 150.00 feet to a point in the northerly line of the access strip of Lot 19;
Thence S 70° 51' 39" W, 203.34 feet along the northerly line of the access strip of Lot 19 to the point of beginning; and

WHEREAS, said David P. Bell and Nancy M. Bell wish to set forth the respective rights, restrictions and obligations of all current and future owners of said Lots;

NOW THEREFORE, it is hereby resolved that:

Lots 17, 18 and 19 shall be conveyed subject to said Conservation Easements and restrictions and covenants set forth in the various paragraphs of this document.

This Conservation Easement ("Easement") shall be deemed to be a covenant that runs with the land and shall be binding upon David P. & Nancy M. Bell, their successors and assigns and all persons claiming through the Grantor in perpetuity.

If the Grantor, its successors and assigns, or any person claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Town of Brooklyn, through its Planning and Zoning Commission, to take any and all steps necessary to enforce this Conservation Easement, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing and to recover damages incurred, to recover all attorney's fees and costs or any other expenses incurred in enforcing this Conservation Easement or in correcting the results of any violation of said Easement.

The Grantor shall include in the conveyance of Lots 17, 18 & 19 the right to enforce this Open Space Easement against any party in violation of any provision of this Conservation Easement. Said conveyance shall contain the language:

“Said premises are conveyed together with the right to enforce the Conservation Easement for purposes of preserving and protecting Open Space that is conveyed as a part of said property, all as provided in said Conservation Easement as of record appears.”

To preserve and protect the Easement in perpetuity, the following restrictions on use and activities shall be enforced in perpetuity with respect to said Easement:

1. No structure of any kind may be built on said Easement.
2. No motorized vehicles shall enter upon or travel across the Easement.
3. No dumping shall occur on said Easement.
4. No fires shall occur on said Easement.
5. No mining or natural resource extraction shall occur on said Easement.
6. No harvesting of timber or firewood except as part of a long term management plan prepared by a professional forester and approved in advance by the Brooklyn Conservation Commission shall occur in the easement. No liquidation cuts or clear-cutting are allowed on said Easement.
7. Lot 19 shall have the right to cross the Easement in one suitable area to access land beyond the easement area.
8. The Lot owners shall have the right to use the easement areas located on their respective Lots for passive recreational activities.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

TO HAVE AND TO HOLD the above granted Open Space Easement unto the said Grantee, its successors and assigns forever, to it and its own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on
this day of 20



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Killingly, CT 06239

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124 CHURCH ST
BROOKLYN CT 06234

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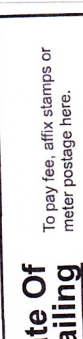
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DONALD E JR & LAURA L WILLIAMS
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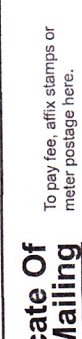
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STEVEN W & ADRIENNE L BESSETTE
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MICHELLE L & BILLY JAY GALLAGHER
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136 CHURCH ST
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To: ERIC V & SIMONNE D BRAIS
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132 CHURCH ST
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