Town of Essex Zoning Board of Appeals 29 West Avenue, Essex, CT 06426

Variance Application

Date received by offi	ce	Appli	cation fee -	• \$50 + State	e fee - \$60 =	= \$110 Pd
Application #		Не	earing Date	<u>.</u>		
Premises: Street Add	Iress10 Collins	Lane				
Assessor's Map # <u>4</u>	6	Lot #14		_ Lot Area	0.76 +/-	ac
Zoning District	R	Deed Referen	nce: Boo	k 0351	Page	0085
Owner of Property	Andrew Guziewic	CZ				
Address 10 Collins L	ane Essex,	CT 06426				
Street	Town	State	Zip			
860-5 Telephone	581-3421		Email	l:awguziew	icz@gmail	.com
home	work					
Address						
Street	Town	Sta	ite	Zip		
Telephone			Emai	l:		
home	work					
Note: 1) TO BE AC SIGNED, AND SUBM WITH THE APPLICA 2) SUBMITT, FOR THE BOARDON 3) SUBMITT, TO PAY ALL ADDIT USE OFFICE AS DES	CEPTED BY THE L MITTED WITH THE ABLE REGULATION AL OF THIS APPLIC ITS STAFF TO EN AL OF THIS APPLIC TIONAL FEES AND SCRIBED IN PART	AND USE OFFICE. T REQUIRED FEE(S) A NS. CATION CONSTITUT TER THE PROPERTY CATION CONSTITUT OR ADDRESS SUCH THREE OF THIS APP	HIS APPLIC ND MAP(S ES THE PRO FOR THE I ES THE PRO COSTS DE LICATION.	CATION MUS) PREPARED OPERTY OW PURPOSE OI OPERTY OW EMED NECE	ST BE COM D IN ACCO /NER'S PEI F INSPECT /NER'S AG ESSARY BY	PLETED, RDANCE RMISSION ION. REEMENT 7 THE LAND
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Current use of the	property Residential Busi	iness 🗌 Farm	Other
Is any portion of p	roperty within 500' of another Town?	Yes No	
Is the property wit	hin the Gateway Conservation District?	Yes No	
If this application	is for a variance(s) please complete the fol	lowing sections:	
1. Variance(s) reg <i>Check those that</i>	uested of the Essex Zoning Regulations apply and write in sections that variances are re-	quested	
Section No.	Allowed/Required per the regulations	Existing	Requested
□ <u>40C</u>	No buildings within the setbacks		
√_ <u>40D</u>	No improvements except in conformity		
✓ <u>40E</u>	No change in the use of any land or		
	improvement, in the location of any		
	improvement, or in the size of shape of		
	any lot or improvement except in		
	conformity with the zoning regs		
60B	Coverage (Building)	10.8%	10.6%
	Setbacks		
	Height	50 (A	50.0.0
101E 100 Cot	Duffor Area	50.6 ft.	JU.U II.

(*Please attach supplemental sheets if space provided is insufficient*)



Yes

No No

1a). Is a variance requested of Section 101E Gateway Buffer Area? If yes, the application shall be reviewed by the Essex Inland Wetlands and Watercourses Commission (per Section 140L) and a letter of referral shall be provided by the EIWWC prior to attending the ZBA meeting.

2. Variance is requested to allow (Please describe proposed use, dimensions, height and location of any new construction PLUS any changes to use, size, shape, bulk , footprint, floor area or height of existing structure)

The variances are requested to allow the construction of a dry-laid raised stone patio with in-ground pool & spa and a reconstructed open deck as shown in detail on the proposed project plans. The existing home will be renovated but no house additions are proposed. All dimensions are included in the project plans. **3.** Strict application of Essex Zoning Regulations would result in an unusual hardship because of the following characteristics of the property (Support topological hardship claims with photographs, survey, etc.)

a.	The land is waterfront on the Connecticut River and within Gateway and FEMA flood zones which add multiple land use
	restrictions. With all yard and Gateway setbacks, more than 77% of the lot area is restricted from building.

b. The topography of the land descends front to back (west to east) toward the river. With descending topography, a raised patio is necessary to minimize steps into and out of the home. One of the homeowners has declining medical mobility ______ concerns and the depth and quantity of steps must be minimized.

c. The property is an existing non-conforming lot of record. The lot area is 33,079 s.f. which is nearly 1/2 of the minimum lot area required in the VR zone.

4. The above hardship is unique to this parcel and not shared by other in the area because:

 a. The house on the subject property was originally constructed in its current position in 1837, well before zoning and Gateway regulations were adopted. Essentially, the entire main house lies within the 100' Gateway buffer area so any changes to the exterior of the main house would require a variance of Section 101E - Gateway Buffer Area. Additionally, as mentioned above, more than 77% of the lot area is restricted by regulatory setbacks.

<u>b.</u>

с.

5. Described proposed reductions in legal pre-existing nonconformities, if any

a. The maximum building/structure coverage is proposed to be reduced from existing (non-conforming) 10.8% (3,565 s.f.) to 10.6% (3,510 s.f.). This will reduce that existing non-conformity.

b.

<u>c.</u>

The requested variance(s) are in harmony with the purpose and intent of Essex Zoning Regulations because:

The proposed improvements will significantly enhance the value of the subject property and surrounding properties.

b. The proposed improvements will substantially	enhance the aesthetics of the subject pr	roperty and will integrate a thoughtful
landscape plan.		

<u>c. The proposed patio will be dry-laid to promote infiltration to underlying soils and reduce surface runoff. The added</u> landscaping will also promote infiltration and enhance stormwater quality by reducing lawn area.

Have previous applications been made for this pro-	operty?	Yes	No No	<none known=""></none>
If yes, previous application #s Prior variance request:	Date	Varia	nce Board Ac	tion

The following items must be included as part of this application:

 ✓
 a. Fee of \$110.00 – Town Fee \$50 plus \$60 State Fee...payable to the Town of Essex

 ✓
 b. 10 copies of the application, site plan (with setback lines) and sketch of the proposal.

 ✓
 c. Copy of property deed

 ✓
 d. Referral from Health Department

 TBD
 e. Referral from Essex IWWC (if applicable)

 N/A
 f. Referral from adjacent towns

 TBD
 g. Referral from Gateway Conservation Commission

Owner/Applicant Commitments

a.

I (we) certify that the statements hereinabove made and the documents submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to allow Zoning Board of Appeals members access to the property for informal, independent site visits, for the purpose of evaluating this application prior to the Board rendering its decision.

Signature of applicant		Date:	1-25-24
Signature of property owner	<same applicant="" as=""></same>	Date:	

Applicant must provide a current list of all names and addresses of abutting property owners.					
NAME	ADDRESS	TOWN	ZIP CODE		
<see attached=""></see>					

Property /	Abutters to 10 Coll	ins Lane Essex Guziewicz Residence				
₽	Site Address	Owner Name	Owner Address	Owner City	Owner State	Zip
50-001	7 MACK LA	FIERRO DANIEL A & HENN JAMES F	880 FIFTH AVE APT 18G	NEW YORK	NY	10021
46-013	14 COLLINS LA	HOLMES CANDACE E	14 COLLINS LA	ESSEX	СТ	06426
50-014-04	11 MACK LA	PAWLICKI RAYMOND & MARIANNE	11 MACK LA	ESSEX	СТ	06426
47-085	9 SOUTH MAIN S	T PLATT DAVID B & ELLEN	9 SOUTH MAIN ST	ESSEX	СТ	06426
46-015	8 COLLINS LA	BUCKRIDGE BETTE J	8 COLLINS LA	ESSEX	СТ	06426



29 West Avenue Essex, Connecticut 06426	Essex Health Departmen <u>www.essexct.gov</u>	t	Phone: 860-767-43 Fax: 860-76
Health De	ept. Review & Approv FOR OFFICE USE ONLY	al of B100a P	lan
Street Location 10 Collin	3 Lane	Map 446	Lot 14
Preliminary Review of New Const Existing Septic System Information	ruction or Subdivision:	Yes No	Plan Date:
Lot Size: 0,75 Installation Date: 2007 Septic Design Size: 5 BR	AS-BUILT on file? Installer: Craig Ster Tank Size	Yes I No I rens Lice	N/A ense #: 5828

Phone: 860-767-4340 x118 Fax: 860-767-8509

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S.F. Provided: 770 \$ ELA 1500 gal Tank Size: Leaching system (describe): 70 LF 12" montis S.F. Required: NOTES: Portico extended 3ft. approved

B100a Septic System Requirements

Does the septic system meet B100a requirements? Yes No 7 Has a Code Complying Area been determined? Yes No Irrigation System N/A

Do irrigation lines meet separation distance requirements? Yes No

If NO, has a repair area been determined?

Is a repair/modification required?

Yes No Yes No

Soil Test:

Date of soil test: 5 25 2007 Is additional soil test needed? Yes No Testing used from another property located at:

Perc Test Result: 1-10 min/inch MLSS: : yes. mott@ 27"

Proposal must be re-submitted with a plan showing potential area for septic system that meets all Not Approved: requirements of the CT PHC Section 19-13-B100a. Please contact the Health Department.

Approved with the following modifications of the existing septic system:

Preliminary approval for septic design (new construction):

Approved with no modification of the existing septic system.

Signature: Joa Halth, Registered Sanitarian or Authorized Agent	Date: $2/17/2017$
Application # 17-051 Date 14-17	Fee Paid (check #) 1051
H:\-Forms\-B100a Plan Review Application	\$20.00
emailed 2/22	Rev. 12/2014

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Return To Webster Bank, National Association Post Closing Department-NB275 436 Slater Road New Britain CT 06053

Prepared By: Webster Bank, National Association Post Closing Department-NB275 436 Slater Road New Britzin CT 06053

Space Above This Line For Recording Data

OPEN-END MORTGAGE (With Future Advance Clause)

1. DATE AND PARTIES. The date of this Open-End Mortgage (Security Instrument) is November 07, 2022

The parties and their addresses are:

MORTGAGOR:

ANDREW GUZIEWICZ 12 RACKETT LANE , ESSEX, CT 06426 KELLY ROCK, 12 RACKETT LANE , ESSEX, CT 06426

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Webster Bank, N.A. 1959 Summer Street, Stamford, CT 06905

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender with mortgage covenants the following described property: SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

The property is located in MIDDLESEX	at		
	County)		
10 COLLINS LANE	ESSEX	CONNECTICUT	06426
(Address)	(City)		(Zip Code)
Together with all rights, easements, appurtenances, royaltie	es, mineral rights, oil and g	as rights, all water a	nd riparian rights,
ditches, and water stock and all existing and future improve	ements, structures, fixtures	, and replacements t	hat may now, or at

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 500,000.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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any time in the future, be part of the real estate described above (all referred to as "Property").

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4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of a Home Equity Line of Credit Agreement and includes all amounts owed in connection with related Home Equity Line of Credit Agreement ("Agreement").

Borrower(s): ANDREW GUZIEWICZ , KELLY ROCK

Note Amount: \$500,000.00 Annual Percentage Rate: 5.2400% Maturity Date: 11062052

B. Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Borrower in connection with the Home Equity Line of Credit Agreement described in A. above. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property. Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval. In addition, Mortgagor agrees to terminate promptly the right to any further advances or limit the amount of such advances on any prior mortgage providing for optional future advances, pursuant to Lender's request and Conn. Gen. Stat. Ann. 49-2(c), as amended.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Lender's right to perform

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pg 2oCS CTHECL2 for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

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Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, common interest community or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval. which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 191), as applicable.

7. DEFAULT. Mortgagor will be in default if any of the following occur:

- You fail to make a payment as required by the Agreement;

- Your action or inaction adversely affects the Property or your rights in the Property;
 You engage in fraud or material misrepresentation in connection with the agreement;
 You are an executive officer of us or our affiliate and you become indebted to us or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations; - All or any part of the Property is sold or transferred without our prior written consent; - You fail to perform any of the material terms and conditions of the Mortgage or any prior Mortgage or lien and the prior
- Mortgage or lien is foreclosed;
- A sole Mortgagor dies;
 If more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected.

8. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Montgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

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At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

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9. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. Even though the Home Equity Line of Credit Agreement may have a zero balance from time to time, this Security Instrument shall remain in effect until all Secured Debt is paid in full and the Agreement has been terminated. Mortgagor agrees to pay for any recordation costs of such release.

10. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

11. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

12. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

13. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

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14. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

15. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

16. APPLICABLE LAW. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to the requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the Home Equity Line of Credit Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Home Equity Line of Credit Agreement or the Home Equity Line of Credit Agreement which can be given effect without the conflicting provision.

17. RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

Assignment of Leases and Rents Other

18. CONSTRUCTION LOAN. This Security Instrument secures an obligation incurred for the construction or repair of a building or an improvement on the Property.

19. ADDITIONAL TERMS.

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7	November 07. 2	$\frac{1}{1022} + \frac{1}{100} + 1$		_
(Signature) ANDREW GUZIEWICZ	(Date)	KFILY ROCK		
	(Duit)			-
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(Witness as to all signatures)		(Witness to all signatures)	> Pote	2. H. Markan
TOMENCE & LOUND				
ACKNOWLEDGMENT:				
STATE OF CONNECTICUT	COUNTY of	MIDDLESEX	ss. MOODUS	
		, - 4hta 7th daw of Mar		
(individually) This instrument w	as acknowledged before m		ember, 2022	
By ANDREW GUZIEWICZ AND KELLY ROCK				
			_	
		-(Notary Publi		
Loan Origination Organization: Webster Bank,	N.A.	-(Netary Publi My commission expi	rēs; Pēte	r H. Charbonnier
Loan Origination Organization: Webster Bank, I NMLS ID: NMLS #455656	N.A.	-(Netary Publi My commission expi -(seat)	rēs; Pēte Commissi	r H. Charbonnier oner of Superior Court
Loan Origination Organization: Webster Bank, I NMLS ID: NMLS #455656 Loan Originator: Kathleen Granger NMLS ID: 555889	N.A.	-(Notary Publi My commission expi -(seat)	rēs; Pēte Commissi	r H. Charbonnier oner of Superior Court
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VAL 351 PAGE 0113

SCHEDULE A

A certain piece or parcel of land, with the buildings and improvements thereon standing located in the Town of Essex, County of Middlesex and State of Connecticut, known as 10 Collins Lane as shown on a map entitled "Map of Property of Estate of Elsie D. Tiley Collins Lane Essex Conn. Scale 1" = 10' Jan. 28, 1963 Merritt B. Chalker Surveyor," which map is on file in the Town Clerk's Office of the said Town of Essex. Said piece or parcel of land being more particularly bounded and described as follows:

Commencing at a point, which point marks the southwest corner of land now or formerly of Betty J. Doyle and which point marks the northwest comer of the property herein conveyed and at which point is located a steel stake shown and designated as steel stake "A" on the above described map; thence running in a general easterly direction, a distance of 229 feet, more or less, following a line of wooden posts, which line of wooden posts marks the southerly boundary line of land now or formerly of Betty J. Doyle and the northerly boundary line of the property herein conveyed to the high-water mark of Middle Cove; thence running in a general southerly and southeasterly direction following the high-water mark of said Middle Cove to a merestone, which merestone is located on the southeasterly corner of the upland of the premises herein conveyed; thence running in a general westerly direction along the northerly boundary line of land now or formerly of Weston M. Jenks, a distance of 232 feet, more or less, to a steel stake; thence running northerly along the easterly line of a right of way as shown on said map, a distance of 148.15 feet, more or less, to the point or place of beginning.

Together with a Right of Way and Easement in favor of the above described premises to Collins Lane, said Right of Way and Easement being shown on said map and being more particularly clarified and described in an instrument dated December 20, 1974 from William E. Buckridge and Betty J. Buckridge to Maurice J. Holland recorded December 31, 1974 in Volume 71, Page 296 of the Essex Land Records.

Together with rights on ingress and egress as set forth in a Utility Easement from Raymond Pawlicki and Marianne Pawlicki to Ruth Belding Nardini dated June 3, 2019 and recorded July 25, 2019 in Volume 329, Page 456 of the Essex Land Records.

Received For Record

Growe M. Roziah

<u>11/7</u>, 2022 Assist. Town Clerk, Essex, CT 3;27 P.M.











SHEET 3 OF 8



<u>NORTH ELEVATION</u>

PROPOSED EXTERIOR ELEVATIONS 1/4" = 1'-0"
KV designs LLC Denise Von Dassel, Architect 859 Middlesex Turnpike, Old Saybrook, CT (860) 388-2210 Email: kvdesigns.arch [®] gmail.com
GUZIEWICZ – ROCK RESIDENCE IO COLLINS LANE ESSEX, CONNECTICUT
SHEET 4 OF 8

EXISTING WEST AND NORTH EXTERIOR ELEVATIONS 1/4" = 1'-0"
KV designs LLC Denise Von Dassel, Architect 859 Middlesex Turnpike, Old Saybrook, CT 860) 388-2210 Email: kvdesigns.arch [@] gmail.com
GUZIEWICZ - ROCK RESIDENCE IO COLLINS LANE ESSEX, CONNECTICUT ESSEX, CONNECTICUT
HING SHEET 3 OF 4

SHEET 4 OF 4

SHEET 3 OF 8

<u>NORTH ELEVATION</u>

PROPOSED EXTERIOR ELEVATIONS 1/4" = 1'-0"
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HING SHEET 3 OF 4

SHEET 4 OF 4

#3	cont.
#10	cont.
#7	cont.
#10	cont.
#10	cont.
#7	cont. Matching Spe
#3	cont

<u>GENERAL NOTES:</u>

- THIS PLAN WAS COMPILED USING THE FOLLOWING REFERENCE INFORMATION:
- A) A CLASS A-2 SURVEY MAP ENTITLED "TOPOGRAPHY ON LAND OF, ANDREW W. GUZIEWICZ & KELLY A. ROCK, 10 COLLINS LANE, ESSEX, CONNECTICUT", SCALE: 1"=20', DATED: MAY 16, 2023 WITH REVISIONS THROUGH AUGUST 8, 2023, PREPARED BY RICHARD W. GATES. B) ARCHITECTURAL DRAWINGS ENTITLED "GUZIEWICZ - ROCK RESIDENCE, 10 COLLINS LANE,
- ESSEX, CONNECTICUT" SCALE: 1"=4', DATED: NOVEMBER 25, 2022 WITH REVISIONS THROUGH JANUARY 4, 2024, PREPARED BY KV DESIGNS, LLC. C) LANDSCAPE ARCHITECTURE PLANS ENTITLED," SITE PLAN, PROPOSED IMPROVEMENTS, 10
- COLLINS LANE ESSEX, CONNECTICUT" SCALE: 1/8"=1', DATED: NOVEMBER 8, 2023 WITH REVISIONS THROUGH JANUARY 9, 2024, PREPARED BY MK DESIGNS, LLC. THE APPLICANTS ARE ANDREW W. GUZIEWICZ AND KELLY A. ROCK OF 10 COLLINS LANE,
- ESSEX, CT 06426. THE SUBJECT PARCEL IS IDENTIFIED AS LOT 14 ON TAX ASSESSOR'S MAP 46. THE DEED REFERENCE OF THE PROPERTY IS VOLUME 351 PAGE 85. THE AREA OF THE PARCEL IS 33,079± S.F. OR 0.76± ACRES.
- THE SUBJECT PROPERTY IS LOCATED WITHIN THE 'VILLAGE RESIDENTIAL (VR)' ZONING DISTRICT. THE PARCEL LIES WITHIN THE COASTAL AREA MANAGEMENT ZONE. THE PARCEL LIES PARTIALLY WITHIN FEMA FLOOD HAZARD ZONE AE (EL 10).
- THE APPLICANT IS PROPOSING TO RENOVATE THE EXISTING 4-BEDROOM YEAR-ROUND DWELLING & GARAGE, INSTALL A NEW POOL, SPA & PATIO AS WELL AS OTHER ASSOCIATED IMPROVEMENTS. NO CHANGES TO THE EXISTING SEPTIC SYSTEM ARE PROPOSED AT THIS TIME. IT IS OUR UNDERSTANDING THAT THE HOUSE IMPROVEMENTS WILL BE CLASSIFIED AS A FEMA "SUBSTANTIAL IMPROVEMENT."
- 6. THE PURPOSE OF THIS PLAN IS FOR REVIEW BY THE ESSEX ZONING BOARD OF APPEALS, THE CONNECTICUT RIVER GATEWAY COMMISSION, THE ESSEX PLANNING AND ZONING COMMISSION AND THE ESSEX HEALTH DEPARTMENT TO DEMONSTRATE THE PRESERVATION OF A B100a SEPTIC RESERVE AREA AS REQUIRED BY SECTION 19-13-B100a (c) OF THE CONNECTICUT PUBLIC HEALTH CODE FOR A "BUILDING ADDITION."
- THIS PROPERTY IS SERVED BY PRIVATE WELL AND A SUBSURFACE SEWAGE DISPOSAL SYSTEM. THERE ARE NO KNOWN WELLS WITHIN 75 FEET OF THE SEPTIC PRESERVATION AREA. 8. REFER TO ARCHITECTURAL DRAWINGS (REF. B) FOR ADDITIONAL PROPOSED BUILDING
- INFORMATION. 9. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD-88 DATUM PER REF. MAP A.
- 10. PER SECTION 102B.(3), THE PROPOSED WORK IS EXEMPT FROM COASTAL AREA MANAGEMENT SITE PLAN REVIEW

CONSTRUCTION NOTES:

- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND INFORMATION PROVIDED BY OTHERS. THEIR ACTUAL LOCATION MAY VARY FROM THOSE INDICATED AND ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" AT 800-922-4455 TO MARK OUT ALL UNDERGROUND UTILITIES A MINIMUM OF 3 DAYS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY. CONTRACTOR SHALL VERIFY ALL LOCATIONS, DIMENSIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE TOWN OF ESSEX STANDARDS AND REGULATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN CONFORMANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE TOWN OF ESSEX AND THE CUSTODIAL UTILITY COMPANIES. ALL UTILITY TRENCHES SHALL BE NO LESS THAN 5 FEET FROM THE SEPTIC SYSTEM AND NOT BACKFILLED WITH FREE DRAINING MATERIAL. ALL WATER LINES SHALL BE A MINIMUM OF 10 FEET FROM ANY PART OF THE SEPTIC SYSTEM.
- ALL PROPERTY LINES SHALL BE VERIFIED IN THE FIELD. NO PRIVATE PROPERTY SHALL BE DISTURBED UNLESS PROPER RIGHTS ARE OBTAINED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION. THE
- CONTRACTOR SHALL CONFIRM AND ABIDE BY ANY APPLICABLE 'NO HAMMER' TIME PERIODS OF THE COMMUNITY THE CONTRACTOR SHALL OBTAIN, REVIEW AND ADHERE TO ALL REQUIREMENTS AND ANY
- CONDITIONS OF APPROVAL OF THE TOWN OF ESSEX. 6. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES FROM ANY EROSION AND/OR SEDIMENTATION. SILT FENCE AND CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SHOWN AND MAINTAINED THROUGHOUT THE DURATION OF
- CONSTRUCTION. ALL NEW MECHANICAL OR ELECTRICAL EQUIPMENT WITHIN THE FEMA FLOOD ZONE SHALL BE INSTALLED AT OR ABOVE ELEVATION 11.0 (NAVD-88) IN ACCORDANCE WITH FEMA FLOOD REGULATIONS AND LOCAL FLOOD ORDINANCES.
- ALL EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED. THE CONTRACTOR SHALL GRADE THE PROPERTY IN SUCH A MANNER TO MAINTAIN EXISTING LOCAL DRAINAGE PATTERNS AND TO PREVENT EXCESS RUNOFF AND/OR PONDING ON ADJACENT PROPERTIES BOTH DURING AND AFTER CONSTRUCTION.
- GENERAL LOT GRADING IS BASED ON AVAILABLE INFORMATION. THESE ELEVATIONS MAY BE ADJUSTED BY THE CONTRACTOR TO CONFORM TO ACTUAL FIELD CONDITIONS UPON REVIEW AND APPROVAL OF THE DESIGN ENGINEER. 10. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD LOCATE AND TAKE ALL NECESSARY
- PRECAUTIONARY MEASURES TO PROTECT THE EXISTING LEACHING SYSTEM AND SEPTIC TANK. 11. ALL PROPOSED UTILITIES (POOL EQUIPMENT, UNDERGROUND PROPANE TANK, ETC.) SHALL BE INSTALLED IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES AND SPECIFICATIONS AND
- REQUIRED SEPARATION DISTANCES. 12. NO WORK SHALL BE CONDUCTED WATERWARD OF THE COASTAL JURISDICTION LINE.

ESSEX COVER	RAGE
EXISTING	
EX. DECK & STEPS EX. WALL EX. PATIO EX. ELEC. METER EX. FRONT PORCH EX. BAY WINDOW MIDDLE COVE EX. BACK PAVED DRIVE EX. GARAGE EX. AC EX. UNITS	PR. F EX PR STAIRS PR SHED EX. GA
SCALE: 1"=80'	
LOT AREA: 33,079 S.F.	LOT AR
EXISTING HOUSE, GARAGE & BREEZEWAY: EXISTING DECK, STAIRS, BAY WINDOW, FRONT & BACK PORCH: EXISTING BUILDING COVERAGE:2,797.0 S.F.PERCENT EXISTING BUILDING COVERAGE: 768.0 S.F. $3,565$ S.F. $5.F.$ PERCENT EXISTING BUILDING COVERAGE: $3,565$ S.F. $33,079$ S.F. 10.8%	EXISTING BREEZE PROPOS FRONT_ PROPOS PROPOS PROPOS PERO
EXISTING BUILDING COVERAGE: 3,565 S.F.	PROPOS
EXISTING PAVED DRIVE, PATIOS & 4,020.0 S.F. WALKWAYS: 4,020.0 S.F. EXISTING ELECTRIC METER & AC 455.0 S.F. UNITS & STONE WALL:	PROPOS WALKWA EXISTING UNITS <u>&</u> PROPOS
$\begin{array}{c} \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 3.10 \\ \end{array} \\ \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 3.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \end{array} \\ \end{array} \\ \end{array} $ \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \end{array} \\ \end{array} \\ \end{array} \\ \end{array} \\ \begin{array}{c} 0.040 & 0.11 \\ 0.040 & 0.11 \\ \end{array} \\ \begin{array}{c} 0.040 & 0.040 \\ \end{array} \\	

ACCESSORY STRUCTURE SHALL NOT EXCEED 15 FEET IN HEIGHT. 4) EXISTING GROSS FLOOR AREA WAS ESTIMATED PER ASSESSORS INFORMATION. PROPOSED GROSS FLOOR AREA WAS ESTIMATED PER ARCHITECTU

PROPOSED

 $33,079\pm$ S.F. (NO CHANGE) (2)

 $147\pm$ FT. (NO CHANGE)

25.2± FT. (PR. PATIO)

55.6± FT. (PR. DECK)

50.0± FT. (PR. PATIO)

50.3± FT. (PR. DECK)

51.8± FT. (PR. POOL COPING)

63.2± FT. (EX. HOUSE) (NO CHANGE) 13.8± FT. (PR. SHED) (7)

 $15.4\pm$ FT. (EX. GARAGE) (NO CHANGE) (11)

 $14.9\pm$ FT. (PR. PATIO) (6)

 $24.6\pm$ FT. (EX. HOUSE) (NO CHANGE) (2)

16.7± FT. (PR. SHED) (7)

55.2± FT. (EX. GARAGE) (NO CHANGE)

27.2 FT. (EX. HOUSE) (NO CHANGE) (9)

25.8 FT. (EX. GARAGE) (NO CHANGE) (9)

≤15 FT. (PR. SHED) (3)

 $50.0\pm$ FT. (PR. PATIO)

 $50.3\pm$ FT. (PR. DECK)

51.8± FT. (PR. POOL COPING)

50.0± FT. (PR. PATIO) (8)

50.3± FT. (PR. DECK) (8)

 $51.8\pm$ FT. (PR. POOL COPING) (8)

 $63.2 \pm FT$ (FX HOUSE) (NO CHANGE) (2)

20.0 FT. (PR. SPA) (10)

(9) BUILDING HEIGHT IS DEFINED AS THE VERTICAL DISTANCE BETWEEN THE HIGHEST POINT OF THE BUILDING (EL. 36.2) AND LOWEST POINT WHICH

	20 10 0	20 40 60	U Ő.
ER REFERENCE MAP A	20 10 0 15 5 SCALE LEG 	20 40 60 IN FEET END EXISTING PROPERTY/STREET LINE BUILDING SETBACK LINE EASEMENT LINE FLOOD ZONE EXISTING BUILDING TO REMAIN PROPOSED BUILDING EXISTING CONTOUR PROPOSED CONTOUR PROPOSED GAS LINE 100' GATEWAY BUFFER AREA 50' VEGETATED BUFFER COASTAL JURISDICTION LINE	AL OF THIS ID MEET THIS THIS THIS THIS THIS THIS THIS THIS
JRAL	SF $\sqrt{WF 5}$ 11x5 10x4 T.B.R. TP1 PTA	COASTAL JURISDICTION LINE PROPOSED SILT FENCE PROPOSED FENCE WETLAND FLAG LOCATION EXISTING SPOT GRADE PROPOSED SPOT GRADE UTILITY POLE/GUY ANCHOR CONCRETE MONUMENT IRON PIPE/PIN TO BE REMOVED APPROXIMATE TEST PIT LOCATION APPROXIMATE PERC TEST LOCATION EXISTING FEATURES TO BE REMOVED PROPOSED FORMAL LANDSCAPE AREAS (PER REF. C)	DIS FOR ZBA SUBMITTAL CO HEALTH DEPARTMENT COMMENTS CO MAP TO BE VALID DESCRIPTION BY
7	CONCEPTUAL B100a LE COMPUTATIONS PROPOSED 4-BEDROOM YEAR-ROUND I USE 54.2 L.F. (13 UNITS) OF GEOMATE E.L.A. COMPUTATIONS: DESIGN PERCOLATION RATE = LESS TH E.L.A. REQUIRED = 632.5 S.F. E.L.A. PROVIDED = 54.2 L.F. x 15.9 S E.L.A. PROVIDED > E.L.A. REQUIRED M.L.S.S. COMPUTATIONS: RECEIVING SOIL DEPTH = 26.1-30.0" HYDRAULIC GRADIENT = 6.1-8.0% * HYDRAULIC GRADIENT = 6.1-8.0% * HYDRAULIC FACTOR (HF) = 28 FLOW FACTOR (FF) = 1.92 PERCOLATION FACTOR (PF) = 1.0 M.L.S.S. REQUIRED = 53.8 FT. M.L.S.S. PROVIDED = 54.2 FT.	EACHING SYSTEM AREA MULTI-FAMILY DWELLING. RIX SB1-7-72. AN 10.0 MIN./INCH S.F./L.F. = 861.8 S.F. - O.K.	ROCK 2 1/25/24 MINOR REVIS # DATE DATE
N LINE (EL. 2.8) H.W. 220'± LE COVE	*PER THE CT PUBLIC HEALTH CODE, TH AVERAGE PERCENT SLOPE OF EXITING IN USE 6.1-8.0% FOR SYSTEM DESI M.L.S.S. PROVIDED > M.L.S.S. REQUIRED DATE: 5/25/07 WITNESSED BY: MEYERS WENDY ARNOLD (ESSEX) TP #1 0-13" TOPSOIL 13-26" YELLOW-BROWN FINE SANDY LOAM 26-36" GRAY-BROWN FINE-MEDIUM SAND, DAMP 36-72" RED VERY FINE SILT 72-84" GRAY FINE-MEDIUM SAND MOTTLING @ 29" GROUNDWATER @ 70" NO LEDGE	HE HYDRAULIC GRADIENT WAS ESTIMATED BASED ON TH NATURALLY OCCURRING GRADE $[(10-7)/48.3'] = 6.2\%$ GN. D O.K. D O.K. D O.K. $\frac{TP \ \#2}{0-13''}$ TOPSOIL 13-26''YELLOW-BROWN FINE SANDY LOAM 26-36''GRAY-BROWN FINE-MEDIUM SAND, DAMP 36-63''RED VERY FINE SILT MOTTLING @ 27'' GROUNDWATER @ 63'' NO LEDGE	COASTAL SITE PLAN COASTAL SITE PLAN PREPARED FOR ANDREW W. GUZIEWICZ & KELLY A. 10 COLLINS LANE MAP 46 LOT 14 ESSEX, CONNECTICUT
3′±	CONDUCTED BT: WENDY ARNOLD (ESSEX) PERC A DATE: 6/13/07 DEPTH: 25"± TIME DEPTH DROP PE (MIN.) (INCHES) (INCHES) (M 0 © 15 5 © 17 1/4 2 1/4 10 © 18 3/4 15 © 19 1 20 © 19 7/8 25 © 21 1 1/8 30 © 22 1/8 1 1/8 35 © 23 7/8 40 24 1 45 © 25 1 1 1 1	ERC RATE IIN./INCH) 2.2 6.7 5.0 5.7 4.4 4.4 4.4 5.7 5.0 5.0 5.0 5.0	DATE: DECEMBER 21, 2023 SCALE: 1"=20' DRAWN BY: CO CHECKED BY: JW DWG. NO.: CSP-1

DRY PERCOLATION RATE = 1.0-10.0 MIN./INCH

55 @ 26 1/4

1/2

10.0

1 of 2 JOB. NO.: 2023-951

SOIL EROSION & SEDIMENTATION CONTROL PLAN NARRATIVE

THE SITE CONTRACTOR MUST FOLLOW ALL GUIDELINES SET FORTH IN THE MANUAL ENTITLED "2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" PUBLISHED BY THE CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION IN COOPERATION WITH THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION. THIS MANUAL IS ALSO KNOWN AS DEP BULLETIN 34.

PROJECT DESCRIPTION

THIS SUBJECT PROPERTY IS SERVED BY A PRIVATE WELL AND A SUBSURFACE SEWAGE DISPOSAL SYSTEM.

CONSTRUCTION IS ANTICIPATED TO COMMENCE IN SPRING 2024. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION ACTIVITIES. E & S CONTROLS SHALL BE MAINTAINED AND REPAIRED OR REPLACED AS NEEDED THROUGHOUT THE CONSTRUCTION DURATION. ALL E & S CONTROLS SHALL BE REMOVED AND PROPERLY DISPOSED OF AS SOON AS THE SITE IS COMPLETELY STABILIZED.

CONSTRUCTION SEQUENCE

- 1. CONTACT "CALL BEFORE YOU DIG" TO MARK OUT ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- 2. ENSURE ALL LAND USE PERMITS HAVE BEEN SECURED. OBTAIN ALL NECESSARY PERMITS. 3. A LICENSED LAND SURVEYOR SHALL SET A SITE BENCHMARK ON THE CORRECT ELEVATION DATUM AND SHALL STAKE OUT ALL PROPOSED IMPROVEMENTS PRIOR TO ANY CONSTRUCTION.
- 4. INSTALL ALL EROSION AND SEDIMENT CONTROLS AND CONSTRUCTION ENTRANCE.
- 5. STRIP AND STOCKPILE TOPSOIL AND OTHER EXCAVATED SOILS IN AREA(S) SHOWN ON PLAN. APPLY TEMPORARY SEED MIXTURE TO PILES IF THEY WILL NOT BE DISTURBED FOR MORE THAN 30 DAYS. 6. ROUGH GRADE DRIVEWAY AND LOT.
- 7. BEGIN BUILDING RENOVATIONS AND PATIO/POOL CONSTRUCTION.
- 8. INSTALL UNDERGROUND UTILITIES AS NEEDED AND PROPANE TANK.
- 9. FINISH GRADE AND INSTALL DRIVEWAY, SHED AND LANDSCAPING.
- 10. FINISH GRADE, SEED AND MULCH ALL DISTURBED AREAS AS REQUIRED. 11. REMOVE ALL EROSION AND SEDIMENT CONTROLS ONCE SITE IS COMPLETELY STABILIZED. DISPOSE OF PROPERLY.

LAND DISTURBANCE

- 1. ALL EXISTING VEGETATION OUTSIDE OF THE CLEARING LIMITS SHALL BE PROTECTED. EXISTING VEGETATION SHALL BE REMOVED ONLY IN AREAS NECESSARY FOR SITE CONSTRUCTION ACTIVITIES. ANY ADDITIONAL CLEARING OUTSIDE OF THE PROPOSED CLEARING LIMITS SHALL BE APPROVED BY TOWN STAFF PRIOR TO CLEARING.
- 2. ALL AREAS SHALL REMAIN UNDISTURBED UNTIL IMMEDIATELY PRIOR TO SITE DEVELOPMENT.
- 3. ALL CONSTRUCTION EQUIPMENT, MATERIALS AND STOCKPILES SHALL NOT BE PLACED OUTSIDE OF THE DISTURBED AREAS. 4. ALL TREES, BRUSH, STUMPS, WOOD CHIPS OR OTHER ORGANIC MATTER SHALL BE DISPOSED OF PROPERLY OFF-SITE. WOOD CHIPS MAY BE USED AS A SILTATION BARRIER DURING CONSTRUCTION AND SPREAD AFTER SITE IS STABILIZED. NO ORGANIC MATTER INCLUDING TREES, BRUSH AND STUMPS SHALL BE BURIED ON-SITE.

STRIPPING AND STOCKPILING

ALL STOCKPILES THAT CONSIST OF ERODIBLE MATERIALS SHALL BE LOCATED WITHIN AREAS AS SHOWN ON THE SITE PLAN AND SURROUNDED BY A SILTATION BARRIER. ANY STOCKPILE THAT WILL REMAIN UNDISTURBED FOR A PERIOD LONGER THAN 30 DAYS SHALL BE SEEDED WITH A TEMPORARY GRASS SEED MIXTURE TO PREVENT EXCESSIVE EROSION AND SEDIMENTATION. TRENCH EXCAVATION AND BACKFILL

THE CONTRACTOR SHALL PROPERLY MAINTAIN ALL BACKFILLED EXCAVATIONS. ANY DEPRESSIONS DUE TO SETTLING IN THESE AREAS SHALL BE FILLED AND RESEEDED AS NECESSARY. THE WIDTH OF ALL EXCAVATED TRENCHES SHALL BE KEPT AS NARROW AS PRACTICABLE TO ACCOMMODATE THE WORK. ALL

MATERIALS EXCAVATED FROM TRENCHES SHALL BE STOCKPILED AND USED AS TRENCH BACKFILL MATERIAL UNLESS IT IS DETERMINED TO BE UNSUITABLE BY THE ENGINEER. EXCESS MATERIALS SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.

SOIL EROSION AND SEDIMENT CONTROLS

ALL ADJACENT PROPERTIES AND RECEIVING WATERCOURSES AND/OR WETLAND AREAS SHALL BE ADEQUATELY PROTECTED FROM SOIL EROSION AND SEDIMENTATION BOTH DURING AND AFTER CONSTRUCTION. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE REQUIRED BY THE TOWN AND SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROLS BEFORE, DURING AND AFTER CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL EROSION AND SEDIMENT CONTROLS ONCE THE SITE IS COMPLETELY STABILIZED. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND AFTER ALL RAINFALL EVENTS. E & S CONTROLS SHALL BE REPAIRED OR REPLACED AS NECESSARY WITHIN 24 HOURS THROUGHOUT THE CONSTRUCTION DURATION. ALL ACCUMULATED SEDIMENTS AT ALL EROSION AND SEDIMENT CONTROLS SHALL BE PERIODICALLY REMOVED AND SPREAD IN

AREAS THAT ARE NOT SUBJECT TO EROSION. THE CONTRACTOR SHALL EMPLOY BEST MANAGEMENT PRACTICES TO CONTROL STORMWATER DISCHARGES AND TO PREVENT EROSION AND SEDIMENTATION AND TO OTHERWISE PREVENT POLLUTION OF PRIVATE PROPERTY. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE TOWN OF ANY PROBLEMS INVOLVING EROSION AND/OR SEDIMENTATION THAT HAVE DEVELOPED IN THE COURSE OF, OR THAT ARE CAUSED BY, THE AUTHORIZED WORK.

THE RESPONSIBLE CONTACT PERSON FOR THE INSTALLATION AND MAINTENANCE OR EROSION AND SEDIMENTATION CONTROLS ON THIS PROJECT WILL BE THE SITE CONTRACTOR AND/OR GENERAL CONTRACTOR. ONCE THE CONTRACTOR IS SELECTED, CONTACT INFORMATION WILL BE PROVIDED TO THE TOWN.

VEGETATIVE TURF ESTABLISHMENT PROCEDURE

SCARIFY ALL AREAS TO BE TOPSOILED AND SEEDED. APPLY A MINIMUM OF 4 INCHES OF TOPSOIL ON ALL AREAS TO BE SEEDED. APPLY GRASS SEED, LIME, FERTILIZER AND MULCH ACCORDING TO THE FOLLOWING SCHEDULE: PERMANENT SEED MIXTURE:

CREEPING RED FESCUE	0.45 LBS. PER 1,000 SQ. FT.
REDTOP	0.05
TALL FESCUE	0.45
TOTAI	0.95
TOTAL	0.95

FERTILIZER:

10-10-10 APPLY AT 7.5 LBS. PER 1,000 SQ. FT.

LIMESTONE: APPLY AT 150 LBS. PER 1,000 SQ. FT.

MULCHING: SPREAD HAY OR STRAW OVER ALL AREAS AFTER SEEDING. USE 1 1/2 TO 2 BALES PER 1,000 SQ. FT. TARGET FOR 100% COVERAGE. ANCHOR BY USING NETTING OR TRACKING AS NECESSARY. TEMPORARY EROSION CONTROL BLANKETS:

USE TEMPORARY EROSION CONTROL BLANKETS ON ALL SEEDED SLOPES EQUAL TO OR STEEPER THAN 3(H):1(V) IN STRICT CONFORMANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. SEEDING DATES:

SEEDING DATES IN CONNECTICUT ARE NORMALLY APRIL 1 THROUGH JUNE 15 AND AUGUST 15 THROUGH OCTOBER 1. SEED GERMINATION NORMALLY CANNOT BE EXPECTED FROM NOVEMBER THROUGH FEBRUARY. IF ADEQUATE SEED GERMINATION IS NOT POSSIBLE DUE TO TIME OF YEAR CONSTRAINTS, MULCHING SHALL BE ADEQUATELY PROVIDED TO PROTECT THE SEED FROM WIND AND SURFACE EROSION UNTIL THE WEATHER IMPROVES AND THE SEEDING BECOMES WELL ESTABLISHED.

BLE OR TH	PLAN PREPARED BY: INDIGO LAND DESIGN, LLC Joseph WREN, P.E. CT REG. NO. 21090 40 ELM STREET, 2ND FLOOR 40 ELM STREET, 2ND FLOOR 0LD SAYBROOK, CT 06475 PHONE: (860) 388-9343 WEB: INDIGO-LAND.COM
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	THE EMBOSS THE ENGINEI AFFIXED HEF MAP TO
2	
2	A SUBMITTAL PARTMENT COMMENTS
	MINOR REVISIONS FOR ZB. MINOR REVISIONS FOR ZB. MINOR REVISIONS PER HEALTH DEF DESCRIPTION
	2 1/25/24 1 1/9/24 # DATE
	E&S NARRATIVE & CONSTRUCTION DETAILS PREPARED FOR ANDREW W. GUZIEWICZ & KELLY A. ROCK 10 COLLINS LANE MAP 46 LOT 14 ESSEX, CONNECTICUT
	DATE: DECEMBER 21, 2023 SCALE: NOT TO SCALE DRAWN BY: CO CHECKED BY: JW DWG. NO.: ES-1 SHEET NO.: 2 of 2 JOB. NO.:

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALL AS NOTED HEREON.

Em

RICHARD W. GATES, CONN. L.S. LIC. NO. 8162

DATE	REVISIONS	CK.
8/08/23	MEAN HIGH WATER LINE ADDED	
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	WAC	
NOTES:		
THIS SURVEY AND MAP HAS B 20-300b-1 THRU 20-300b-2	EEN PREPARED IN ACCORDANCE WITH SECTIONS 20 OF THE REGULATIONS OF CONNECTICUT	
STATE AGENCIES - "MINIMUM	STANDARDS FOR SURVEYS AND MAPS IN THE	1
CONFORMING TO HORIZONTAL	ACCURACY CLASS A-2 AND VERTICAL ACCURACY	
T-2 AND INTENDED TO BE US	ED FOR PLANNING AND DESIGN PURPOSES.	
BOUNDARY INFORMATION SHOW	N HEREON TAKEN FROM MAD ENTITLED.	
A. PROPERTY SURVEY PLAN	THEREON FAREIN FROM MALEINTIELD.	
LAND OF JAMES F. & LUCY M. LEO		
10 COLLINS LANE		
DATE: 07/15/98 SCALE: 1"=2	20'	
BY CONKLIN & SOROKA, INC		
IN FAVOR OF RAYMOND & MAR	ANNE PAWLICKI	
ON LAND OF RUTH BELDING NA 11 MACK LANE – 10 COLLINS	RDINI LANE, ESSEX, CONNECTICUT	
SCALE: 1"=20' DATE: DEC.14, BY RICHARD W. GATES, L,S,	2018	
C. PROPOSED R.O.W.		
IN FAVOR OF RUTH NARDINI ON LAND OF RAYMOND & MARI	ANNE PAWLICKI	
11 MACK LANE, ESSEX, CONNE	2018	
BY RICHARD W. GATES, L,S,	2010	
D. SUBSURFACE SEWAGE DISPO	SAL SYSTEM DEMONSTRATION PLAN	
10 COLLINS LANE		
PERMIT DRAWING	,	
DATE: 2/28/19 SCALE: 1"=20 BY SUMMERHILL CIVIL ENGINEER	S & LAND SURVEYORS, P.C.	

3. UNDERGROUND UTILITIES NOT SHOWN

1.

2.

4. TIE LINE "A" – "B" S 16°00'25" E 169.44' 5. TIDAL WETLANDS WERE DELINEATED IN THE FIELD BY RICHARD SNARSKI

- SOIL SCIENTIST AND LOCATED BY FIELD SURVEY.
- 6. PARCEL IS WITHIN THE GATEWAY CONSERVATION DISTRICT.
- 7. VERTICAL DATUM IS N.A.V.D. 88
- 8. FLOOD LINE TAKEN FROM FIRM MAP 09007C0332 G
- 9. SEPTIC SYSTEM TAKEN FROM REFERENCE MAP 2.E. ABOVE.

		20	0 10 20	40
	SEAL	I	RICHARD W. GATE	S N
LY CORRECT	S OF CONNECT	81 1	LAND SURVEYOR MAIN STREET CENTERBROO	DK, CT
λ	LIS HARD W. GALLE	ANDREW V	TOPOGRAPHY ON LAND (. GUZIEWICZ & KEL	DF LY A. ROCK
	PFG/STERED R		10 COLLINS LANE	
	SURVER SURVERS		ESSEX, CONNECTICUT	
		scale 1"=20'	DATE MAY 16, 2023	ident. no. EX803

<u>GENERAL NOTES:</u>

- THIS PLAN WAS COMPILED USING THE FOLLOWING REFERENCE INFORMATION:
- A) A CLASS A-2 SURVEY MAP ENTITLED "TOPOGRAPHY ON LAND OF, ANDREW W. GUZIEWICZ & KELLY A. ROCK, 10 COLLINS LANE, ESSEX, CONNECTICUT", SCALE: 1"=20', DATED: MAY 16, 2023 WITH REVISIONS THROUGH AUGUST 8, 2023, PREPARED BY RICHARD W. GATES. B) ARCHITECTURAL DRAWINGS ENTITLED "GUZIEWICZ - ROCK RESIDENCE, 10 COLLINS LANE,
- ESSEX, CONNECTICUT" SCALE: 1"=4', DATED: NOVEMBER 25, 2022 WITH REVISIONS THROUGH JANUARY 4, 2024, PREPARED BY KV DESIGNS, LLC. C) LANDSCAPE ARCHITECTURE PLANS ENTITLED," SITE PLAN, PROPOSED IMPROVEMENTS, 10
- COLLINS LANE ESSEX, CONNECTICUT" SCALE: 1/8"=1', DATED: NOVEMBER 8, 2023 WITH REVISIONS THROUGH JANUARY 9, 2024, PREPARED BY MK DESIGNS, LLC. THE APPLICANTS ARE ANDREW W. GUZIEWICZ AND KELLY A. ROCK OF 10 COLLINS LANE,
- ESSEX, CT 06426. THE SUBJECT PARCEL IS IDENTIFIED AS LOT 14 ON TAX ASSESSOR'S MAP 46. THE DEED REFERENCE OF THE PROPERTY IS VOLUME 351 PAGE 85. THE AREA OF THE PARCEL IS 33,079± S.F. OR 0.76± ACRES.
- THE SUBJECT PROPERTY IS LOCATED WITHIN THE 'VILLAGE RESIDENTIAL (VR)' ZONING DISTRICT. THE PARCEL LIES WITHIN THE COASTAL AREA MANAGEMENT ZONE. THE PARCEL LIES PARTIALLY WITHIN FEMA FLOOD HAZARD ZONE AE (EL 10).
- THE APPLICANT IS PROPOSING TO RENOVATE THE EXISTING 4-BEDROOM YEAR-ROUND DWELLING & GARAGE, INSTALL A NEW POOL, SPA & PATIO AS WELL AS OTHER ASSOCIATED IMPROVEMENTS. NO CHANGES TO THE EXISTING SEPTIC SYSTEM ARE PROPOSED AT THIS TIME. IT IS OUR UNDERSTANDING THAT THE HOUSE IMPROVEMENTS WILL BE CLASSIFIED AS A FEMA "SUBSTANTIAL IMPROVEMENT."
- 6. THE PURPOSE OF THIS PLAN IS FOR REVIEW BY THE ESSEX ZONING BOARD OF APPEALS, THE CONNECTICUT RIVER GATEWAY COMMISSION, THE ESSEX PLANNING AND ZONING COMMISSION AND THE ESSEX HEALTH DEPARTMENT TO DEMONSTRATE THE PRESERVATION OF A B100a SEPTIC RESERVE AREA AS REQUIRED BY SECTION 19-13-B100a (c) OF THE CONNECTICUT PUBLIC HEALTH CODE FOR A "BUILDING ADDITION."
- THIS PROPERTY IS SERVED BY PRIVATE WELL AND A SUBSURFACE SEWAGE DISPOSAL SYSTEM. THERE ARE NO KNOWN WELLS WITHIN 75 FEET OF THE SEPTIC PRESERVATION AREA. 8. REFER TO ARCHITECTURAL DRAWINGS (REF. B) FOR ADDITIONAL PROPOSED BUILDING
- INFORMATION. 9. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD-88 DATUM PER REF. MAP A.
- 10. PER SECTION 102B.(3), THE PROPOSED WORK IS EXEMPT FROM COASTAL AREA MANAGEMENT SITE PLAN REVIEW

CONSTRUCTION NOTES:

- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND INFORMATION PROVIDED BY OTHERS. THEIR ACTUAL LOCATION MAY VARY FROM THOSE INDICATED AND ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" AT 800-922-4455 TO MARK OUT ALL UNDERGROUND UTILITIES A MINIMUM OF 3 DAYS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY. CONTRACTOR SHALL VERIFY ALL LOCATIONS, DIMENSIONS AND ELEVATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE TOWN OF ESSEX STANDARDS AND REGULATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN CONFORMANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE TOWN OF ESSEX AND THE CUSTODIAL UTILITY COMPANIES. ALL UTILITY TRENCHES SHALL BE NO LESS THAN 5 FEET FROM THE SEPTIC SYSTEM AND NOT BACKFILLED WITH FREE DRAINING MATERIAL. ALL WATER LINES SHALL BE A MINIMUM OF 10 FEET FROM ANY PART OF THE SEPTIC SYSTEM.
- ALL PROPERTY LINES SHALL BE VERIFIED IN THE FIELD. NO PRIVATE PROPERTY SHALL BE DISTURBED UNLESS PROPER RIGHTS ARE OBTAINED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION. THE
- CONTRACTOR SHALL CONFIRM AND ABIDE BY ANY APPLICABLE 'NO HAMMER' TIME PERIODS OF THE COMMUNITY THE CONTRACTOR SHALL OBTAIN, REVIEW AND ADHERE TO ALL REQUIREMENTS AND ANY
- CONDITIONS OF APPROVAL OF THE TOWN OF ESSEX. 6. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES FROM ANY EROSION AND/OR SEDIMENTATION. SILT FENCE AND CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SHOWN AND MAINTAINED THROUGHOUT THE DURATION OF
- CONSTRUCTION. ALL NEW MECHANICAL OR ELECTRICAL EQUIPMENT WITHIN THE FEMA FLOOD ZONE SHALL BE INSTALLED AT OR ABOVE ELEVATION 11.0 (NAVD-88) IN ACCORDANCE WITH FEMA FLOOD REGULATIONS AND LOCAL FLOOD ORDINANCES.
- ALL EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED. THE CONTRACTOR SHALL GRADE THE PROPERTY IN SUCH A MANNER TO MAINTAIN EXISTING LOCAL DRAINAGE PATTERNS AND TO PREVENT EXCESS RUNOFF AND/OR PONDING ON ADJACENT PROPERTIES BOTH DURING AND AFTER CONSTRUCTION.
- GENERAL LOT GRADING IS BASED ON AVAILABLE INFORMATION. THESE ELEVATIONS MAY BE ADJUSTED BY THE CONTRACTOR TO CONFORM TO ACTUAL FIELD CONDITIONS UPON REVIEW AND APPROVAL OF THE DESIGN ENGINEER. 10. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD LOCATE AND TAKE ALL NECESSARY
- PRECAUTIONARY MEASURES TO PROTECT THE EXISTING LEACHING SYSTEM AND SEPTIC TANK. 11. ALL PROPOSED UTILITIES (POOL EQUIPMENT, UNDERGROUND PROPANE TANK, ETC.) SHALL BE INSTALLED IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES AND SPECIFICATIONS AND
- REQUIRED SEPARATION DISTANCES. 12. NO WORK SHALL BE CONDUCTED WATERWARD OF THE COASTAL JURISDICTION LINE.

ESSEX COVER	RAGE
EXISTING	
EX. DECK & STEPS EX. WALL EX. PATIO EX. ELEC. METER EX. FRONT PORCH EX. BAY WINDOW MIDDLE COVE EX. BACK PAVED DRIVE EX. GARAGE EX. AC EX. UNITS	PR. F EX PR STAIRS PR SHED EX. GA
SCALE: 1"=80'	
LOT AREA: 33,079 S.F.	LOT AR
EXISTING HOUSE, GARAGE & BREEZEWAY: EXISTING DECK, STAIRS, BAY WINDOW, FRONT & BACK PORCH: EXISTING BUILDING COVERAGE:2,797.0 S.F.PERCENT EXISTING BUILDING COVERAGE: 768.0 S.F. $3,565$ S.F. $5.F.$ PERCENT EXISTING BUILDING COVERAGE: $3,565$ S.F. $33,079$ S.F. 10.8%	EXISTING BREEZE PROPOS FRONT_ PROPOS PROPOS PROPOS PERO
EXISTING BUILDING COVERAGE: 3,565 S.F.	PROPOS
EXISTING PAVED DRIVE, PATIOS & 4,020.0 S.F. WALKWAYS: 4,020.0 S.F. EXISTING ELECTRIC METER & AC 455.0 S.F. UNITS & STONE WALL:	PROPOS WALKWA EXISTING UNITS <u>&</u> PROPOS
$\begin{array}{c} \begin{array}{c} 0.040 & 3.11 \\ 100 & 0.079 & S.F. \end{array} = 24.3\% \end{array}$	

ACCESSORY STRUCTURE SHALL NOT EXCEED 15 FEET IN HEIGHT. 4) EXISTING GROSS FLOOR AREA WAS ESTIMATED PER ASSESSORS INFORMATION. PROPOSED GROSS FLOOR AREA WAS ESTIMATED PER ARCHITECTU

PROPOSED

 $33,079\pm$ S.F. (NO CHANGE) (2)

 $147\pm$ FT. (NO CHANGE)

25.2± FT. (PR. PATIO)

55.6± FT. (PR. DECK)

50.0± FT. (PR. PATIO)

50.3± FT. (PR. DECK)

51.8± FT. (PR. POOL COPING)

63.2± FT. (EX. HOUSE) (NO CHANGE) 13.8± FT. (PR. SHED) (7)

 $15.4\pm$ FT. (EX. GARAGE) (NO CHANGE) (11)

 $14.9\pm$ FT. (PR. PATIO) (6)

 $24.6\pm$ FT. (EX. HOUSE) (NO CHANGE) (2)

16.7± FT. (PR. SHED) (7)

55.2± FT. (EX. GARAGE) (NO CHANGE)

27.2 FT. (EX. HOUSE) (NO CHANGE) (9)

25.8 FT. (EX. GARAGE) (NO CHANGE) (9)

≤15 FT. (PR. SHED) (3)

 $50.0\pm$ FT. (PR. PATIO)

 $50.3\pm$ FT. (PR. DECK)

51.8± FT. (PR. POOL COPING)

50.0± FT. (PR. PATIO) (8)

50.3± FT. (PR. DECK) (8)

 $51.8\pm$ FT. (PR. POOL COPING) (8)

 $63.2 \pm FT$ (FX HOUSE) (NO CHANGE) (2)

20.0 FT. (PR. SPA) (10)

(9) BUILDING HEIGHT IS DEFINED AS THE VERTICAL DISTANCE BETWEEN THE HIGHEST POINT OF THE BUILDING (EL. 36.2) AND LOWEST POINT WHICH

	20 10 0	20 40 60	v ő.
PER REFERENCE MAP A	20 10 0 15 5 SCALE LEG 	20 40 60 IN FEET END EXISTING PROPERTY/STREET LINE BUILDING SETBACK LINE EASEMENT LINE FLOOD ZONE EXISTING BUILDING TO REMAIN PROPOSED BUILDING EXISTING CONTOUR PROPOSED CONTOUR PROPOSED GAS LINE 100' GATEWAY BUFFER AREA 50' VEGETATED BUFFER COASTAL JURISDICTION LINE	EAL OF IST BE R THIS ALID ALID ALID ALID ALID ALID ALID ALID
JRAL	SF 	PROPOSED SILT FENCE PROPOSED FENCE WETLAND FLAG LOCATION EXISTING SPOT GRADE PROPOSED SPOT GRADE UTILITY POLE/GUY ANCHOR CONCRETE MONUMENT IRON PIPE/PIN TO BE REMOVED APPROXIMATE TEST PIT LOCATION APPROXIMATE PERC TEST LOCATION EXISTING FEATURES TO BE REMOVED PROPOSED FORMAL LANDSCAPE AREAS (PER REF. C)	ER HEALTH DEPARTMENT COMMENTS CO DESCRIPTION BY
7	CONCEPTUAL B100a LE COMPUTATIONS PROPOSED 4-BEDROOM YEAR-ROUND USE 54.2 L.F. (13 UNITS) OF GEOMATH E.L.A. COMPUTATIONS: DESIGN PERCOLATION RATE = LESS TH E.L.A. REQUIRED = 632.5 S.F. E.L.A. PROVIDED = 54.2 L.F. × 15.9 S E.L.A. PROVIDED > E.L.A. REQUIRED M.L.S.S. COMPUTATIONS: RECEIVING SOIL DEPTH = 26.1-30.0" HYDRAULIC GRADIENT = 6.1-8.0% * HYDRAULIC GRADIENT = 6.1-8.0% * HYDRAULIC FACTOR (HF) = 28 FLOW FACTOR (FF) = 1.92 PERCOLATION FACTOR (PF) = 1.0 M.L.S.S. REQUIRED = 53.8 FT. M.L.S.S. PROVIDED = 54.2 FT. *PER THE CT PUBLIC HEALTH CODE, TH	EACHING SYSTEM AREA MULTI-FAMILY DWELLING. RIX SB1-7-72. AN 10.0 MIN./INCH S.F./L.F. = 861.8 S.F. - O.K. HE HYDRAULIC GRADIENT WAS ESTIMATED BASED ON TH	A. ROCK
N LINE (EL. 2.8) .H.W. 220'± LE COVE	AVERAGE PERCENT SLOPE OF EXITING USE 6.1-8.0% FOR SYSTEM DESI M.L.S.S. PROVIDED > M.L.S.S. REQUIRED DATE: 5/25/07 WITNESSED BY: MEYERS WENDY ARNOLD (ESSEX) TP #1 0-13" TOPSOIL 13-26" YELLOW-BROWN FINE SANDY LOAM 26-36" GRAY-BROWN FINE-MEDIUM SAND, DAMP 36-72" RED VERY FINE SILT 72-84" GRAY FINE-MEDIUM SAND MOTTLING @ 29" GROUNDWATER @ 70" NO LEDGE	NATURALLY OCCURRING GRADE $[(10-7)/48.3'] = 6.2\%$ IGN. D O.K. D O.K. $\frac{TP \#2}{0-13"}$ TOPSOIL 13-26" YELLOW-BROWN FINE SANDY LOAM 26-36" GRAY-BROWN FINE-MEDIUM SAND, DAMP 36-63" RED VERY FINE SILT MOTTLING @ 27" GROUNDWATER @ 63" NO LEDGE	PREPARED FOR ANDREW W. GUZIEWICZ & KELLY 10 COLLINS LANE MAP 46 LOT 14 ESSEX, CONNECTICUT
3′±	CONDUCTED BY: WENDY ARNOLD (ESSEX) PERC A DATE: 6/13/07 DEPTH: 25"± TIME DEPTH DROP PE (MIN.) (INCHES) (INCHES) (M 0 © 15 5 © 17 1/4 2 1/4 10 © 18 3/4 15 © 19 1 20 © 19 7/8 7/8 25 © 21 1 1/8 30 © 22 1/8 1 1/8 35 © 23 7/8 40 © 24 1 1 45 © 25 1	ERC RATE IIN./INCH) 2.2 6.7 5.0 5.7 4.4 4.4 4.4 5.7 5.0 5.0 5.0	DATE: DECEMBER 21, 2023 SCALE: 1"=20' DRAWN BY: CO CHECKED BY: JW DWG. NO.: CSP-1

DRY PERCOLATION RATE = 1.0-10.0 MIN./INCH

55 @ 26 1/4

1/2

10.0

1 of 2 JOB. NO.: 2023-951

SOIL EROSION & SEDIMENTATION CONTROL PLAN NARRATIVE

THE SITE CONTRACTOR MUST FOLLOW ALL GUIDELINES SET FORTH IN THE MANUAL ENTITLED "2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" PUBLISHED BY THE CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION IN COOPERATION WITH THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION. THIS MANUAL IS ALSO KNOWN AS DEP BULLETIN 34.

PROJECT DESCRIPTION

THIS SUBJECT PROPERTY IS SERVED BY A PRIVATE WELL AND A SUBSURFACE SEWAGE DISPOSAL SYSTEM.

CONSTRUCTION IS ANTICIPATED TO COMMENCE IN SPRING 2024. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION ACTIVITIES. E & S CONTROLS SHALL BE MAINTAINED AND REPAIRED OR REPLACED AS NEEDED THROUGHOUT THE CONSTRUCTION DURATION. ALL E & S CONTROLS SHALL BE REMOVED AND PROPERLY DISPOSED OF AS SOON AS THE SITE IS COMPLETELY STABILIZED.

CONSTRUCTION SEQUENCE

- 1. CONTACT "CALL BEFORE YOU DIG" TO MARK OUT ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- 2. ENSURE ALL LAND USE PERMITS HAVE BEEN SECURED. OBTAIN ALL NECESSARY PERMITS. 3. A LICENSED LAND SURVEYOR SHALL SET A SITE BENCHMARK ON THE CORRECT ELEVATION DATUM AND SHALL STAKE OUT ALL PROPOSED IMPROVEMENTS PRIOR TO ANY CONSTRUCTION.
- 4. INSTALL ALL EROSION AND SEDIMENT CONTROLS AND CONSTRUCTION ENTRANCE.
- 5. STRIP AND STOCKPILE TOPSOIL AND OTHER EXCAVATED SOILS IN AREA(S) SHOWN ON PLAN. APPLY TEMPORARY SEED MIXTURE TO PILES IF THEY WILL NOT BE DISTURBED FOR MORE THAN 30 DAYS. 6. ROUGH GRADE DRIVEWAY AND LOT.
- 7. BEGIN BUILDING RENOVATIONS AND PATIO/POOL CONSTRUCTION.
- 8. INSTALL UNDERGROUND UTILITIES AS NEEDED AND PROPANE TANK.
- 9. FINISH GRADE AND INSTALL DRIVEWAY, SHED AND LANDSCAPING.
- 10. FINISH GRADE, SEED AND MULCH ALL DISTURBED AREAS AS REQUIRED. 11. REMOVE ALL EROSION AND SEDIMENT CONTROLS ONCE SITE IS COMPLETELY STABILIZED. DISPOSE OF PROPERLY.

LAND DISTURBANCE

- 1. ALL EXISTING VEGETATION OUTSIDE OF THE CLEARING LIMITS SHALL BE PROTECTED. EXISTING VEGETATION SHALL BE REMOVED ONLY IN AREAS NECESSARY FOR SITE CONSTRUCTION ACTIVITIES. ANY ADDITIONAL CLEARING OUTSIDE OF THE PROPOSED CLEARING LIMITS SHALL BE APPROVED BY TOWN STAFF PRIOR TO CLEARING.
- 2. ALL AREAS SHALL REMAIN UNDISTURBED UNTIL IMMEDIATELY PRIOR TO SITE DEVELOPMENT.
- 3. ALL CONSTRUCTION EQUIPMENT, MATERIALS AND STOCKPILES SHALL NOT BE PLACED OUTSIDE OF THE DISTURBED AREAS. 4. ALL TREES, BRUSH, STUMPS, WOOD CHIPS OR OTHER ORGANIC MATTER SHALL BE DISPOSED OF PROPERLY OFF-SITE. WOOD CHIPS MAY BE USED AS A SILTATION BARRIER DURING CONSTRUCTION AND SPREAD AFTER SITE IS STABILIZED. NO ORGANIC MATTER INCLUDING TREES, BRUSH AND STUMPS SHALL BE BURIED ON-SITE.

STRIPPING AND STOCKPILING

ALL STOCKPILES THAT CONSIST OF ERODIBLE MATERIALS SHALL BE LOCATED WITHIN AREAS AS SHOWN ON THE SITE PLAN AND SURROUNDED BY A SILTATION BARRIER. ANY STOCKPILE THAT WILL REMAIN UNDISTURBED FOR A PERIOD LONGER THAN 30 DAYS SHALL BE SEEDED WITH A TEMPORARY GRASS SEED MIXTURE TO PREVENT EXCESSIVE EROSION AND SEDIMENTATION. TRENCH EXCAVATION AND BACKFILL

THE CONTRACTOR SHALL PROPERLY MAINTAIN ALL BACKFILLED EXCAVATIONS. ANY DEPRESSIONS DUE TO SETTLING IN THESE AREAS SHALL BE FILLED AND RESEEDED AS NECESSARY. THE WIDTH OF ALL EXCAVATED TRENCHES SHALL BE KEPT AS NARROW AS PRACTICABLE TO ACCOMMODATE THE WORK. ALL

MATERIALS EXCAVATED FROM TRENCHES SHALL BE STOCKPILED AND USED AS TRENCH BACKFILL MATERIAL UNLESS IT IS DETERMINED TO BE UNSUITABLE BY THE ENGINEER. EXCESS MATERIALS SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.

SOIL EROSION AND SEDIMENT CONTROLS

ALL ADJACENT PROPERTIES AND RECEIVING WATERCOURSES AND/OR WETLAND AREAS SHALL BE ADEQUATELY PROTECTED FROM SOIL EROSION AND SEDIMENTATION BOTH DURING AND AFTER CONSTRUCTION. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE REQUIRED BY THE TOWN AND SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROLS BEFORE, DURING AND AFTER CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL EROSION AND SEDIMENT CONTROLS ONCE THE SITE IS COMPLETELY STABILIZED. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND AFTER ALL RAINFALL EVENTS. E & S CONTROLS SHALL BE REPAIRED OR REPLACED AS NECESSARY WITHIN 24 HOURS THROUGHOUT THE CONSTRUCTION DURATION. ALL ACCUMULATED SEDIMENTS AT ALL EROSION AND SEDIMENT CONTROLS SHALL BE PERIODICALLY REMOVED AND SPREAD IN

AREAS THAT ARE NOT SUBJECT TO EROSION. THE CONTRACTOR SHALL EMPLOY BEST MANAGEMENT PRACTICES TO CONTROL STORMWATER DISCHARGES AND TO PREVENT EROSION AND SEDIMENTATION AND TO OTHERWISE PREVENT POLLUTION OF PRIVATE PROPERTY. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE TOWN OF ANY PROBLEMS INVOLVING EROSION AND/OR SEDIMENTATION THAT HAVE DEVELOPED IN THE COURSE OF, OR THAT ARE CAUSED BY, THE AUTHORIZED WORK.

THE RESPONSIBLE CONTACT PERSON FOR THE INSTALLATION AND MAINTENANCE OR EROSION AND SEDIMENTATION CONTROLS ON THIS PROJECT WILL BE THE SITE CONTRACTOR AND/OR GENERAL CONTRACTOR. ONCE THE CONTRACTOR IS SELECTED, CONTACT INFORMATION WILL BE PROVIDED TO THE TOWN.

VEGETATIVE TURF ESTABLISHMENT PROCEDURE

SCARIFY ALL AREAS TO BE TOPSOILED AND SEEDED. APPLY A MINIMUM OF 4 INCHES OF TOPSOIL ON ALL AREAS TO BE SEEDED. APPLY GRASS SEED, LIME, FERTILIZER AND MULCH ACCORDING TO THE FOLLOWING SCHEDULE: PERMANENT SEED MIXTURE:

CREEPING RED FESCUE	0.45 LBS. PER 1,000 SQ. FT.
REDTOP	0.05
TALL FESCUE	0.45
TOTAI	0.95
TOTAL	0.95

FERTILIZER:

10-10-10 APPLY AT 7.5 LBS. PER 1,000 SQ. FT.

LIMESTONE: APPLY AT 150 LBS. PER 1,000 SQ. FT.

MULCHING: SPREAD HAY OR STRAW OVER ALL AREAS AFTER SEEDING. USE 1 1/2 TO 2 BALES PER 1,000 SQ. FT. TARGET FOR 100% COVERAGE. ANCHOR BY USING NETTING OR TRACKING AS NECESSARY. TEMPORARY EROSION CONTROL BLANKETS:

USE TEMPORARY EROSION CONTROL BLANKETS ON ALL SEEDED SLOPES EQUAL TO OR STEEPER THAN 3(H):1(V) IN STRICT CONFORMANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. SEEDING DATES:

SEEDING DATES IN CONNECTICUT ARE NORMALLY APRIL 1 THROUGH JUNE 15 AND AUGUST 15 THROUGH OCTOBER 1. SEED GERMINATION NORMALLY CANNOT BE EXPECTED FROM NOVEMBER THROUGH FEBRUARY. IF ADEQUATE SEED GERMINATION IS NOT POSSIBLE DUE TO TIME OF YEAR CONSTRAINTS, MULCHING SHALL BE ADEQUATELY PROVIDED TO PROTECT THE SEED FROM WIND AND SURFACE EROSION UNTIL THE WEATHER IMPROVES AND THE SEEDING BECOMES WELL ESTABLISHED.

BLE OR TH	PLAN PREPARED BY: INDIGO LAND DESIGN, LLC JOSEPH WREN, P.E. CT REG. NO. 21090 40 ELM STREET, 2ND FLOOR OLD SAYBROOK, CT 06475 PHONE: (860) 388-9343 WEB: INDIGO-LAND.COM
MENT	Ϋ́ΨΫ́Υ
ENT	EED SEAL C ER MUST B RE FOR THI BE VALID
	THE EMBOSS THE ENGINEI AFFIXED HEF MAP TO
2	
2	A SUBMITTAL PARTMENT COMMENTS
	MINOR REVISIONS FOR ZB, MINOR REVISIONS FER HEALTH DEF DESCRIPTION
	2 1/25/24 1 1/9/24 # DATE
	E&S NARRATIVE & CONSTRUCTION DETAILS PREPARED FOR ANDREW W. GUZIEWICZ & KELLY A. ROCK 10 COLLINS LANE MAP 46 LOT 14 ESSEX, CONNECTICUT
	DATE: DECEMBER 21, 2023 SCALE: NOT TO SCALE DRAWN BY: CO CHECKED BY: JW DWG. NO.: ES-1 SHEET NO.: 2 of 2 JOB. NO.: 2023-951

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY AS NOTED HEREON.

Em

RICHARD W. GATES, CONN. L.S. LIC. NO. 8162

DATE	REVISIONS	CK.
8/08/23	MEAN HIGH WATER LINE ADDED	
	0	
	015	
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	MAA	
NOTES:		
THIS SURVEY AND MAP HAS E 20-300b-1 THRU 20-300b-	EEN PREPARED IN ACCORDANCE WITH SECTIONS	
STATE AGENCIES - "MINIMUM	STANDARDS FOR SURVEYS AND MAPS IN THE	/
CONFORMING TO HORIZONTAL	ACCURACY CLASS A-2 AND VERTICAL ACCURACY	
T-2 AND INTENDED TO BE US	ED FOR PLANNING AND DESIGN PURPOSES.	
BOUNDARY INFORMATION SHOW	N HEREON TAKEN FROM MAR ENTITIED.	
A. PROPERTY SURVEY PLAN	THEREON FACEN FROM MAI ENTITLED.	
LAND OF JAMES F. & LUCY M. LEO		
10 COLLINS LANE		
DATE: 07/15/98 SCALE: 1"=2	20'	
BY CONKLIN & SURUKA, INC		
IN FAVOR OF RAYMOND & MAR	IANNE PAWLICKI	
ON LAND OF RUTH BELDING NA 11 MACK LANE – 10 COLLINS	RDINI LANE, ESSEX, CONNECTICUT	
SCALE: 1"=20' DATE: DEC.14, BY RICHARD W. GATES. L.S.	2018	
C. PROPOSED R.O.W.		
IN FAVOR OF RUTH NARDINI ON LAND OF RAYMOND & MARI	ANNE PAWLICKI	
11 MACK LANE, ESSEX, CONNE SCALE: 1"=20' DATE: DEC 14	CTICUT 2018	
BY RICHARD W. GATES, L,S,	20.0	
D. SUBSURFACE SEWAGE DISPO	SAL SYSTEM DEMONSTRATION PLAN	
10 COLLINS LANE		
PERMIT DRAWING		
DATE: 2/28/19 SCALE: 1"=20 BY SUMMERHILL CIVIL ENGINEER	י RS & LAND SURVEYORS, P.C.	

3. UNDERGROUND UTILITIES NOT SHOWN

1.

2.

4. TIE LINE "A" – "B" S 16°00'25" E 169.44' 5. TIDAL WETLANDS WERE DELINEATED IN THE FIELD BY RICHARD SNARSKI

- SOIL SCIENTIST AND LOCATED BY FIELD SURVEY.
- 6. PARCEL IS WITHIN THE GATEWAY CONSERVATION DISTRICT.
- 7. VERTICAL DATUM IS N.A.V.D. 88
- 8. FLOOD LINE TAKEN FROM FIRM MAP 09007C0332 G
- 9. SEPTIC SYSTEM TAKEN FROM REFERENCE MAP 2.E. ABOVE.

		20	0 10 20	40
Y CORRECT	F 81 M	RICHARD W. GA Land surveyor Main street center	ATES BROOK, CT	
	No. 8162	ANDREW W	TOPOGRAPHY ON LAN 7. GUZIEWICZ & 10 COLLINS LAN	ND OF KELLY A. ROCK NE
	SURVETO		ESSEX, CONNECTIC	CUT
		scale 1"=20'	DATE MAY 16, 2023	ident. no. EX803