

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

IN RE: :  
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 :  
 APPLICATION OF CELLCO PARTNERSHIP : DOCKET NO. 502  
 D/B/A VERIZON WIRELESS FOR A :  
 CERTIFICATE OF ENVIRONMENTAL :  
 COMPATIBILITY AND PUBLIC NEED FOR :  
 THE CONSTRUCTION, MAINTENANCE :  
 AND OPERATION OF A WIRELESS :  
 TELECOMMUNICATIONS FACILITY AT :  
 118 NEWTON ROAD, WOODBRIDGE, :  
 CONNECTICUT : AUGUST 17, 2021

**RESPONSES OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO  
CONNECTICUT SITING COUNCIL PRE-HEARING INTERROGATORIES – SET 2**

On July 29, 2021, the Connecticut Siting Council (“Council”) issued Pre-Hearing Interrogatories – Set 2 to Cellco Partnership d/b/a Verizon Wireless (“Cellco”), relating to Docket No. 502. Below are Cellco’s responses.

**General**

Question No. 38

Can a tower access drive be developed using the existing driveway that extends from Newton Road?

Response

It would be challenging to use the access drive to the cell site from Newton Road. The existing driveway currently passes between two residences on the eastern portion of the Property and, according to the owner, is built close to an existing underground septic system on the Property. Use of the driveway by construction equipment could damage the septic system. Access for construction and operation of the cell site from Soundview Court is unobstructed.

After construction is complete, access to the Facility compound for site maintenance purposes is limited and infrequent. Cellco technicians access cell sites less than once a month for regular maintenance visits. Traffic impacts associated with facility operations will be limited and very unlikely.

Question No. 39

Referring to the Site Search Summary in Application Attachment 8, the distances provided from the identified site locations to the proposed site do not appear correct. Revise the summary to include correct information, if applicable. For the sites that were rejected based on distance, would any of these locations be considered viable if the revised distances were closer to the proposed site?

Response

The corrected distances between the proposed tower site at 118 Newton Road and certain proposed alternative sites listed in the Site Search Summary are provided below.

9.	Woodbridge Transfer Station, Woodbridge	1.86 miles
11.	Laticrete International Corp., Bethany	1.93 miles
12.	Elderslie Preserve, Woodbridge	1.02 miles
13.	1 Center View Road, Woodbridge	1.17 miles
14.	378 Amity Road, Woodbridge	1.39 miles
15.	639 Amity Road, Bethany	4.65 miles
16.	22 Old Amity Road, Bethany	2.29 miles
17.	33 Old Amity Road, Bethany	2.32 miles
18.	23 Sanford Road, Woodbridge	1.4 miles
19.	35 Sanford Road, Woodbridge	1.44 miles
20.	282 Seymour Road, Woodbridge	2.43 miles
21.	136 New Haven Road, Seymour	2.69 miles
22.	268 Newton Road, Woodbridge	1.4 miles
23.	377 Newton Road, Woodbridge	1.48 miles
24.	259 Seymour Road, Woodbridge	2.24 miles
25.	300 Bear Hill Road, Bethany	3.08 miles

For the reasons stated in the Site Search Summary, none of these alternative locations, with the corrected distances present Cellco with a viable alternative to the proposed tower site. In addition to the overall distance from the proposed tower site, these alternative sites were also rejected due to significant differences in ground elevation (lower than the proposed cell site) and the overall distance between the alternative sites and the proposed site at 118 Newton Road. Several of these alternative parcels are also encumbered by conservation restrictions that prohibit development.

#### Question No. 40

Was the Woodbridge Land Trust contacted to determine if the Trust was willing to lease space for a tower facility on any of their parcels? If so, who was contacted and when? Identify which parcels were offered to Cellco, if any.

#### Response

Yes, Cellco did reach out to the President of the Woodbridge Land Trust (“WLT”), Bryan Pines to ask if the WLT had any interested in leasing space and releasing restriction on the parcels identified in the Site Search Summary as site nos. 5, 12, 18, 19 and 20 for construction of a tower site. As discussed at the July 13, 2021 evidentiary session, each of these parcels is encumbered by a Grant of Conservation Restriction that is recorded on the Woodbridge Land Records. Copies of the Conservation Restrictions for the parcel’s referenced are included in Attachment 1.

Each of the Conservation Restrictions state very clearly that the individual parcel referenced “shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever...”.

In addition to the parcels already referenced in the Site Search Summary, Cellco also

asked Mr. Pines about another parcel owned by the WLT at 584 Amity Road in Woodbridge. This is a vacant parcel owned by the WLT. In an August 10, 2021 email, Mr. Pines stated that 584 Amity Road “is an interior lot in an established residential community” and that “it does not seem...to be an ideal location” for a tower. Mr. Pines mentioned that he would ask other WLT board members for their input and contact Verizon if there they had any interest in working with Cellco.

Question No. 41

Referring to the Cellco’s response to Council Interrogatory 10, the coverage plot for a 180-foot tower at 46 Burnt Swamp Road appears comparable to that of coverage provided by the proposed site. Would a 180-foot tower at this location provide adequate coverage to the proposed service area? If not, what specific areas would not have adequate service?

Response

From a strict RF design perspective, a 180-foot tower at 46 Burnt Swamp Road would provide similar service along Route 63 and surrounding areas and slightly less service along Route 67 and surrounding areas than a 100-foot tower at 118 Newton Road. See also Cellco’s response to Q. 42 below.

Question No. 42

If a 180-foot tower at 46 Burnt Swamp Road provides adequate coverage to the proposed service area, would Cellco pursue a land lease with the Town for an alternative tower location?

Response

As mentioned in the Site Search Summary and in response to Q. 40 above, the 46 Burnt Swamp Road parcel is owned by the Town of Woodbridge and is encumbered by a Conservation Restriction to the benefit of the WLT. This Conservation Restriction prohibits development of

the parcel for any purpose other than passive recreation. The parcel also contains significant wetland areas associated with the Wepawaug River that would likely be impacted, in some fashion by any development of a tower site, assuming of course, development of the parcel were permitted in the first place.

Question No. 43

Using tower photo-simulations already submitted in the application, provide photo-simulations of a faux tree tower at the proposed site from representative locations in the surrounding area.

Response

*See Attachment 2.*

**CERTIFICATION OF SERVICE**

I hereby certify that on this 17<sup>th</sup> day of August, 2021, a copy of the foregoing was sent,  
via electronic mail, to the following:

Ira W. Bloom, Esq.  
Berchem Moses PC  
1221 Post Road East  
Westport, CT 06880  
[ibloom@berchemmoses.com](mailto:ibloom@berchemmoses.com)

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Gerald Weiner, Esq.  
Town Attorney  
Woodbridge Town Hall  
11 Meetinghouse Lane  
Woodbridge, CT 06525  
[gweiner@aol.com](mailto:gweiner@aol.com)

The Honorable Beth Heller  
First Selectman  
Woodbridge Town Hall  
11 Meetinghouse Lane  
Woodbridge, CT 06525  
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Keith R. Ainsworth, Esq.  
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[LLaske@gglaw.net](mailto:LLaske@gglaw.net)

A handwritten signature in black ink, appearing to read "Kenneth C. Baldwin", written in a cursive style. The signature is positioned above a horizontal line.

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Kenneth C. Baldwin

# **ATTACHMENT 1**



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GRANT OF CONSERVATION RESTRICTION

This is a grant of a conservation restriction, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended ("C.G.S."). It is intended to qualify as a "qualified conservation contribution" for purposes of Sections 170 and 2055 of the Internal Revenue Code of 1986 ("Code"). The purposes of the restriction, which is in the nature of an easement, are within those described in Section 47-42a(a) C.G.S., and Sections 170 (h) (4) and 2055 of the Code.

This restriction is granted in perpetuity exclusively for the conservation purpose of the preservation of open space (including forest, agricultural and grazing land) for the enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

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

KNOW YE THAT I, Deborah Judelson, 30 Pleasant Hill Road, Woodbridge, New Haven County, Connecticut (hereinafter referred to as the "Grantor"), grants, as a permanent gift, to THE WOODBRIDGE LAND TRUST, INC., of Woodbridge, Connecticut, a not-for-profit corporation, organized under the laws of the State of Connecticut to preserve and protect the public interest (the "Trust"), with QUIT-CLAIM COVENANTS, a conservation restriction, immediately vested in the Trust in the form and upon the following property:

All of that certain piece or parcel of property consisting of about 3.87 acres in the Town of Woodbridge, County of New Haven and State of Connecticut, shown on the Tax Assessor's map as 46 Burnt Swamp Road, which property is more particularly described on Schedule A annexed hereto.

As described with more specificity below, the entire Property shall be subject to conservation restrictions.

Recitals

WHEREAS, the Property is a blending of arable land, rocks and wet-lands with a considerable number of trees, which open space provides natural habitat for a variety of plants and animals and provides aesthetic and scenic enjoyment to members of the general public; and

WHEREAS, by virtue of the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantor to the Town of Woodbridge through a separate instrument on this date, the Property also will provide enjoyment by and substantial benefit to members of the general public, who will have access to the Property for outdoor public recreation and/or education purposes within reasonable constraints imposed by the Town of Woodbridge; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997 (see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas; and (ii) Sections 7-131, 7-131 b(a) and, Section 12-107 f of the Connecticut General Statutes, which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific, aesthetic or other equivalent passive uses for the benefit of the public in general; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property, is consistent with the policies of the Town of Woodbridge, including but not limited to the Town of Woodbridge Plan of Development (November 1974) and the Woodbridge Open Space Plan (1996) of the Woodbridge Conservation Commission; and

WHEREAS, the proposed open space use of this Property is consistent with conservation and land preservation programs conducted by the Trust, the Nature Conservancy of Connecticut, Inc., the Connecticut Land Trust Service Bureau, and other local, state and national land-saving non-governmental charitable organizations and public agencies; and

WHEREAS, the Grantors hope by their generous example to stimulate other like-minded property owners in the vicinity and elsewhere in the Town of Woodbridge toward further acts of like generosity; and

WHEREAS, the Trust is a nonprofit, charitable organization qualified as tax exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of the Code. The Trust was established in 1964. Its purposes include, *inter alia*, the preservation and conservation of property situated in the State of Connecticut, and the Trust conducts a conservation program which includes the

acquisition of land and conservation easements relating to land deemed of special conservation significance. The Trust is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes;

NOW, THEREFORE, the Grantor hereby gives, grants and confers to the Trust with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the Trust upon the Property, as follows:

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, except for its use for permitted Public Recreational Activities, Public Educational Activities, Forestry Activities, and Maintenance Activities, shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of such property for the purposes set forth in this Grant.

2. Definitions. (A) "Public Recreational Activities" means: exercise, sporting, and recreational outdoor activities, including but not limited to walking, hiking, running, bicycling, skating, and similar activities whether singly or in groups. Any Public Recreational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(B) "Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resources and ecology. Such activities may include but are not limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, bird-watching, and nature walks and hikes. Any Public Educational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(C) "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent hazards, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

(D) "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under (A), (B) or (C), which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Property.

3. Prohibited Uses. To carry out the purposes of this Conservation Restriction, the Grantor agrees for herself, her successors and assigns, that any activity or use of the Property that is inconsistent with the purposes of the Conservation Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or *de facto* division, subdivision or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, or any change in the topography of the land except as may be necessary to conduct the activities described in Paragraph 4 of this Grant;
- (D) Construction or maintenance of structures, buildings whether permanent or temporary, camping accommodations or mobile homes, billboards, towers, or other structures, except as described in Paragraph 4 of this Grant;
- (E) Any use or activity which causes or may be likely to cause substantial soil degradation or erosion or substantial pollution of any surface or subsurface waters;
- (F) Manipulation or alteration of any natural water courses, wetlands, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (G) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other type of motorized vehicle, except as may be necessary for the maintenance and oversight activities described in Paragraph 4

hereof:

- (H) Construction, improvement or upgrading of roads, trails, or footpaths, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (I) Granting of any right of way or right of passage, inconsistent with conservation purposes as described herein, over any portion of the Property; and,
- (J) any use of the property as a place of residence or any use of the property for a residential dwelling unit or units.

4. Reserved Rights. The Grantor reserves for herself, her successors and assigns, all rights accruing from the ownership of the Property, including the right to convey the fee simple interest in the Property, and the right to use the Property for purposes not inconsistent with this Conservation Restriction. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted on the Property by the Grantor, her successors and assigns:

(A) Forestry Activity, including trails or lanes, necessary or desirable to maintain or enhance the open space character of the Property and allow it to be used for its intended purposes as set forth in the Conservation Restriction.

(B) Relocation, replacement or repair of any existing structures, fences, gates, roads, or trails reasonably necessary to conduct any Forestry Activities.

(C) Public Recreational Activities, including but not limited to establishing and maintaining walking and hiking trails, nature trails, personal fitness courses, skating areas and the like, including any appropriate accessory signage, access routes, parking, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Recreational Activities may include buildings or structures for sanitary facilities, hiker shelter, equipment, or emergency services. The Grantor, her successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of or encompassing an aggregate of 125 square feet or more, the Grantor, her

successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(D) Public Educational Activities, including but not limited to the study of nature, plants, wildlife, geological formations and historical structures including any appropriate accessory signage, access routes, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Educational Activities may include buildings or structures for sanitary facilities, unobtrusive classrooms or museums, equipment or emergency services. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of or encompassing an aggregate of 125 square feet or more, the Grantor, her successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(E) The Board of Selectmen shall establish the procedures by which an application is made under (C) or (D) above and either the Board of Selectmen or the Woodbridge Land Trust may require that a general use plan allocating space for activities be adopted before space is committed for any specific activity.

(F) Maintenance Activities necessary to assure the safety and health of the public and assure that the objectives of this Grant may be carried out. Recognizing that the future cannot be foreseen, the right is reserved to the Grantor, her successors and assigns, to take such actions as may be necessary to ensure that the land be kept suitable and preserved for its intended purposes.

Any program or initiative falling under (A), (B), (C), (D), or (F) of this Paragraph 4, shall be undertaken only with the advice and approval of the Board of Directors of the Trust, which approval shall not be unreasonably withheld. The Trust shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing in this Paragraph shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of this Grant of Conservation Restriction are achieved.

To ensure the safety of the Public, to promote the general welfare and to ensure that the Property retains its unspoiled nature and is a credit to the Town, The Town of Woodbridge may impose reasonable rules and regulations for Public Recreational Activities and Public Educational Activities and for other use of the Property.

5. **Inspection; Enforcement.** The Grantor grants to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce this Conservation Restriction through appropriate legal and equitable proceedings, including, but not limited to, the right to require restoration of the Property to its condition at the time of the conveyance, as modified by any alterations or uses permitted under this Grant of Conservation Restriction. Any failure to enforce shall not be deemed a waiver of the Trust's right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantor, her successors and assigns or to any other person or entity for failure to enforce any provision of this Conservation Restriction or for any loss of injury to person or property suffered or incurred on the Property.

6. **Indemnification.** The Grantor binds her successors and assigns to pay, protect, indemnify, hold harmless and defend at their own cost and expense, the Trust, its agents, employees or independent contractors, from and against any costs, claims, liabilities, expenses, damages, losses, and expenses arising out of or in any way relating to the exercise, performed in good faith, of the Trust's rights under this Grant, incurred as the result of acts, omissions, or requests by the Grantor's successors and assigns, or third parties. In the event that the Grantor's successors and assigns are required to pay or indemnify the Trust, its successors and assigns, for any amount pursuant to this paragraph, the amount of such payment or indemnity, until discharged, shall constitute a lien on the Property only. The Trust, its successors and assigns, shall not be liable to the Grantor, her successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any other loss or injury to person or property suffered or incurred on the Property by the Grantors, their successors and assigns or any third party.

7. **Eminent Domain.** If the Property or any part of it shall be taken by eminent domain, this Conservation Restriction shall terminate automatically as to that portion of the Property that is taken, but the value of the property

right of the Trust that vests in the Trust as a result of this contribution shall be paid to the Trust, to be used for the benefit of the Property. The remaining value of the underlying fee title in that portion of the Property which shall have been taken shall remain vested in, and full compensation for such value shall be paid to, the Grantor, or her successors and assigns. In accordance with I.R.S. Treas. Reg. 1.170A-14(g) (6) (ii), the Grantor agrees that this Grant of Conservation Restriction gives rise to a property right, immediately vested in the Trust, with a fair market value that is at least equal to the proportionate value that the perpetual Conservation Restriction at the time of the gift bears to the value of the property as a whole at the time of the gift.

8. Perpetual Restriction. This Conservation Restriction shall run with the Property in perpetuity; and the terms of this Conservation Restriction shall bind, be enforceable by and against, and ensure to the benefit of, the respective successors and assigns of the Grantor and the Trust.

9. Transfer. The Trust is prohibited from transferring this Conservation Restriction, whether or not for consideration, unless the Trust shall require as a condition of the transfer that the conservation purposes which this Conservation Restriction is intended to advance shall continue to be carried out by the transferee, its successors and assigns. Such transfer may be made only to an organization qualifying, at the time of the transfer, as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c) (1), as it now exists or may be amended from time to time.

10. Dissolution. In the event that the Trust shall be dissolved, this Conservation Restriction shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors or assigns. If The Nature Conservancy of Connecticut, Inc. declines to accept this Conservation Restriction, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c) (1), as it now exists or may be amended from time to time.

11. Entire Agreement. This instrument sets forth the entire agreement between the Grantor and the Trust with respect to this Grant, and supersedes all prior discussions, understandings or agreements relating to the Conservation Restriction, all of which are merged herein. This instrument may be amended only by written agreement of the parties hereto.



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12. Severability. If any provision of this Grant, or application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant shall not be affected thereby.

13. Recordation. The Trust shall record this Conservation Restriction in timely fashion in the official records of the Town of Woodbridge, Connecticut, and may record it at any time as may be required to preserve its rights in this instrument.

14. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the State of Connecticut.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns, forever, said Conservation Restriction.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand.

GRANTOR

Deborah Judelson  
Deborah Judelson

Signed, sealed and delivered  
in the presence of:

W. C. T.  
Witness  
W. C. T.

Personally Appeared, Deborah Judelson  
owner of the foregoing instrument, and acknowledged the  
same to be his free act and deed, before me

W. C. T.  
Notary Public - My commission expires:  
APRIL 30, 2004

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ACCEPTED

WOODBIDGE LAND TRUST, INC.

By: Robert A. Gray

Its  
Hereunto Duly Authorized  
President

STATE OF CONNECTICUT )  
                                  ) ss Woodbridge  
                                  ) ~~August 15~~, 1997  
COUNTY OF NEW HAVEN )

Personally Appeared,  
signer of the foregoing instrument, and acknowledged the  
same to be his free act and deed, before me

Wm. C. [Signature]  
Notary Public—My Commission Expires:  
Commission of the Superior Court

RECEIVED FOR RECORD  
August 15 1997 at 10:40 AM  
RECORDED BY  
[Signature]  
CLERK  
1117

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GRANT OF CONSERVATION RESTRICTION

This is a grant of a conservation restriction, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended "C.G.S."). It is intended to qualify as a "qualified conservation contribution" for purposes of Sections 170 and 2055 of the Internal Revenue Code of 1986 ("Code"). The purposes of the restriction, which is in the nature of an easement, are within those described in Section 47-42a(a) C.G.S., and Sections 170 (h) (4) and 2055 of the Code.

This restriction is granted in perpetuity exclusively for the conservation purpose of the preservation of open space (including forest, agricultural and grazing land) for the enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

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

KNOW YE THAT WE, Kingsbury M. Billings and Doris H. Billings residing at 91 Princess Drive, Madison, Connecticut, 06443 hereinafter referred to as the "Grantors"), grant, as a permanent gift, to THE WOODBRIDGE LAND TRUST, INC., of Woodbridge, Connecticut, a not-for-profit corporation, organized under the laws of the State of Connecticut to preserve and protect the public interest (the "Trust"), with QUIT-CLAIM COVENANTS, a conservation restriction, immediately vested in the Trust in the form and upon the following property:

All of that certain piece or parcel of property consisting of 3 plus acres in the Town of Woodbridge, County of New Haven and State of Connecticut shown as 23 Sanford Road on the tax assessor's map of Woodbridge, which property is more particularly described on Schedule A annexed hereto.

As described with more specificity below, the entire Property shall be subject to Conservation restrictions.

Recitals

WHEREAS, the Property is former farm land, now with a considerable number of trees, which open space provides natural habitat for a variety of plants and animals and provides aesthetic and scenic enjoyment to members of the general public; and

WHEREAS, by virtue of the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantors to the Town of Woodbridge through a separate instrument on this date, the Property also will provide enjoyment by and substantial benefit to members of the general public, who will have access to the Property for outdoor public recreation and/or education purposes within reasonable constraints imposed by the Town of Woodbridge; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997 (see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas; and (ii) Sections 7-131, 7-131 b(a) and, Section 12-107 f of the Connecticut General Statutes, which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific, aesthetic or other equivalent passive uses for the benefit of the public in general; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property, is consistent with the policies of the Town of Woodbridge, including but not limited to the Town of Woodbridge Plan of Development (November 1974) and the Woodbridge Open Space Plan (1996) of the Woodbridge Conservation Commission; and

WHEREAS, the proposed open space use of this Property is consistent with conservation and land preservation programs conducted by the Trust, the Nature Conservancy of Connecticut, Inc., the Connecticut Land Trust Service Bureau, and other local, state and national land-saving nongovernmental charitable organizations and public agencies; and

WHEREAS, the Grantors hope by their generous example to stimulate other like-minded property owners in the vicinity and elsewhere in the Town of Woodbridge toward further acts of like generosity; and

WHEREAS, the Trust is a nonprofit, charitable organization qualified as tax exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of the Code. The Trust was established in 1964. Its purposes include, *inter alia*, the preservation and conservation of property situated in the State of Connecticut, and the Trust conducts a conservation program which includes the

acquisition of land and conservation easements relating to land deemed of special conservation significance. The Trust is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes;

NOW, THEREFORE, the Grantors hereby give, grant and confer to the Trust with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the Trust upon the Property, as follows:

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, except for its use for permitted Public Recreational Activities, Public Educational Activities, Forestry Activities, and Maintenance Activities, shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of such property for the purposes set forth in this Grant.

2. Definitions. (A) "Public Recreational Activities" means: exercise, sporting, and recreational outdoor activities, including but not limited to walking, hiking, running, bicycling, skating, and similar activities. Any Public Recreational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(B) "Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resources and ecology. Such activities may include but are not limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, birdwatching, and nature walks and hikes. Any Public Educational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(C) "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent hazards, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

(D) "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under (A), (B) or (C), which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Property.

3. Prohibited Uses. To carry out the purposes of this Conservation Restriction, the Grantors agree for themselves, their successors and assigns, that any activity or use of the Property that is inconsistent with the purposes of the Conservation Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or *de facto* division, subdivision or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, or any change in the topography of the land except as may be necessary to conduct the activities described in Paragraph 4 of this Grant;
- (D) Construction or maintenance of structures, buildings whether permanent or temporary, camping accommodations or mobile homes, billboards, towers, or other structures, except as described in Paragraph 4 of this Grant;
- (E) Any use or activity which causes or may be likely to cause substantial soil degradation or erosion or substantial pollution of any surface or subsurface waters;
- (F) Manipulation or alteration of any natural water courses, wetlands, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (G) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other type of motorized vehicle, except as may be necessary for the maintenance and oversight activities described in Paragraph 4

hereof;

- (H) Construction, improvement or upgrading of roads, trails, or footpaths, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (I) Granting of any right of way or right of passage, inconsistent with conservation purposes as described herein, over any portion of the Property; and,
- (J) any use of the property as a place of residence or any use of the property for a residential dwelling unit or units.

4. Reserved Rights. The Grantors reserve for themselves, their successors and assigns, all rights accruing from the ownership of the Property, including the right to convey the fee simple interest in the Property, and the right to use the Property for purposes not inconsistent with this Conservation Restriction. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted on the Property by the Grantors, their successors and assigns:

(A) Forestry Activity, including trails or lanes, necessary or desirable to maintain or enhance the open space character of the Property and allow it to be used for its intended purposes as set forth in the Conservation Restriction.

(B) Relocation, replacement or repair of any existing structures, fences, gates, roads, or trails reasonably necessary to conduct any Forestry Activities.

(C) Public Recreational Activities, including but not limited to establishing and maintaining walking and hiking trails, nature trails, personal fitness courses, including any appropriate accessory signage, access routes, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Recreational Activities may include buildings or structures for sanitary facilities, hiker shelter, equipment, or emergency services. The Grantors, their successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of an aggregate of 120 square feet or more, the Grantors, their successors and assigns, agree to obtain the Trust's written, formal

approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(D) Public Educational Activities, including but not limited to the study of nature, plants, wildlife, geological formations and historical structures including any appropriate accessory signage, access routes, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Educational Activities may include buildings or structures for sanitary facilities, unobtrusive classrooms or museums, equipment or emergency services. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of an aggregate of 120 square feet or more, the Grantors, their successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(E) Maintenance Activities necessary to assure the safety and health of the public and assure that the objectives of this Grant may be carried out. Recognizing that the future cannot be foreseen, the right is reserved to the Grantors, their successors and assigns, to take such actions as may be necessary to ensure that the land be kept suitable and preserved for its intended purposes.

Any program or initiative falling under (A), (B), (C), (D), or (E) of this Paragraph 4, shall be undertaken only with the advice and approval of the Board of Directors of the Trust, which approval shall not be unreasonably withheld. The Trust shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing in this Paragraph shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of this Grant of Conservation Restriction are achieved.

To ensure the safety of the Public, to promote the general welfare and to ensure that the Property retains its unspoiled nature, The Town of Woodbridge may impose reasonable rules and regulations for Public Recreational Activities and Public Educational Activities and for other use of the Property.



5. Inspection; Enforcement. The Grantors grant to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce this Conservation Restriction through appropriate legal and equitable proceedings, including, but not limited to, the right to require restoration of the Property to its condition at the time of the conveyance, as modified by any alterations or uses permitted under this Grant of Conservation Restriction. Any failure to enforce shall not be deemed a waiver of the Trust's right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantors, their successors and assigns or to any other person or entity for failure to enforce any provision of this Conservation Restriction or for any loss of injury to person or property suffered or incurred on the Property.

6. Indemnification. The Grantors bind their successors and assigns to pay, protect, indemnify, hold harmless and defend at their own cost and expense, the Trust, its agents, employees or independent contractors, from and against any costs, claims, liabilities, expenses, damages, losses, and expenses arising out of or in any way relating to the exercise, performed in good faith, of the Trust's rights under this Grant, incurred as the result of acts, omissions, or requests by the Grantors' successors and assigns, or third parties. In the event that the Grantors' successors and assigns are required to pay or indemnify the Trust, its successors and assigns, for any amount pursuant to this paragraph, the amount of such payment or indemnity, until discharged, shall constitute a lien on the Property only. The Trust, its successors and assigns, shall not be liable to the Grantors, their successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any other loss or injury to person or property suffered or incurred on the Property by the Grantors, their successors and assigns or any third party.

7. Eminent Domain. If the Property or any part of it shall be taken by eminent domain, this Conservation Restriction shall terminate automatically as to that portion of the Property that is taken, but the value of the property right of the Trust that vests in the Trust as a result of this contribution shall be paid to the Trust, to be used for the benefit of the Property. The remaining value of the underlying fee title in that portion of the Property which shall have been taken shall remain vested in, and full compensation for such value shall be paid to, the Grantors, or their successors and assigns. In accordance with I.R.S. Treas. Reg. 1.170A-14(g) (6) (ii), the Grantors agree that

this Grant of Conservation Restriction gives rise to a property right, immediately vested in the Trust, with a fair market value that is at least equal to the proportionate value that the perpetual Conservation Restriction at the time of the gift bears to the value of the property as a whole at the time of the gift.

8. Perpetual Restriction. This Conservation Restriction shall run with the Property in perpetuity; and the terms of this Conservation Restriction shall bind, be enforceable by and against, and ensure to the benefit of, the respective successors and assigns of the Grantors and the Trust.

9. Transfer. The Trust is prohibited from transferring this Conservation Restriction, whether or not for consideration, unless the Trust shall require as a condition of the transfer that the conservation purposes which this Conservation Restriction is intended to advance shall continue to be carried out by the transferee, its successors and assigns. Such transfer may be made only to an organization qualifying, at the time of the transfer, as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c) (1), as it now exists or may be amended from time to time.

10. Dissolution. In the event that the Trust shall be dissolved, this Conservation Restriction shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors or assigns. If The Nature Conservancy of Connecticut, Inc. declines to accept this Conservation Restriction, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c) (1), as it now exists or may be amended from time to time.

11. Entire Agreement. This instrument sets forth the entire agreement between the Grantors and the Trust with respect to this Grant, and supersedes all prior discussions, understandings or agreements relating to the Conservation Restriction, all of which are merged herein. This instrument may be amended only by written agreement of the parties hereto.

12. Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant shall not be affected thereby.

13. Recordation. The Trust shall record this Conservation Restriction in timely fashion in the official records of the Town of Woodbridge, Connecticut, and may re-

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record it at any time as may be required to preserve its rights in this instrument.

14. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the State of Connecticut.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns, forever, said Conservation Restriction.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands.

GRANTOR

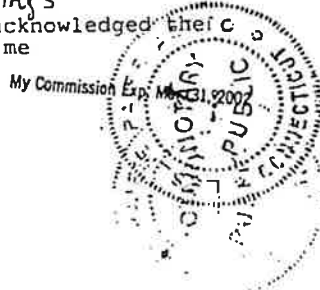
Kingsbury M Billings  
Kingsbury W. Billings

Signed, sealed and delivered in the presence of:

Linda P Cahill Linda P. CAHILL  
Leslie Paier Acto  
witness Leslie Paier Acto

Personally Appeared, Kingsbury M. Billings  
signer of the foregoing instrument, and acknowledged the C  
same to be his free act and deed, before me

Leslie Paier Acto  
Notary Public - My commission expires:



GRANTOR

Doris H. Billings  
Doris H. Billings

Signed, sealed and delivered in the presence of:

Linda P Cahill Linda P. CAHILL  
Leslie Paier Acto  
witness Leslie Paier Acto

Personally Appeared, Doris H. Billings  
signer of the foregoing instrument, and acknowledged the  
same to be her free act and deed, before me

Leslie Paris Acosta  
Notary Public - My commission expires:

My Commission Exp. Mar. 31, 2002



ACCEPTED

WOODBIDGE LAND TRUST, INC.

By: Robert A. Gregg 6/30/98  
ROBERT A. GREGG

Its  
Hereunto Duly Authorized  
PRESIDENT

STATE OF CONNECTICUT )  
1997 ) ss Woodbridge June 30, 1998  
COUNTY OF NEW HAVEN )

Personally Appeared, Robert A. Gregg  
signer of the foregoing instrument, and acknowledged the  
same to be his free act and deed, before me

Leslie Paris Acosta  
Notary Public - My Commission Expires:

My Commission Exp. Mar. 31, 2002



RAG gcrbilli.ngs

VL02906318

SCHEDULE A

Parcel I

All that certain piece or parcel of land, with the buildings and all other improvements thereon, situated in the Town of Woodbridge, in said County and State bounded:

- SOUTH by Sanford Road, 851.9 feet, more or less;
- WEST by land now or formerly of Thomas Hubbard Russell, 350 feet, more or less;
- NORTH by land now or formerly of said Thomas Hubbard Russell, 590 feet, more or less;
- NORTHWEST by land now or formerly of said Thomas Hubbard Russell, 91.5 feet, more or less;
- NORTHEAST by land now or formerly of said Thomas Hubbard Russell, 65 feet, more or less;
- EAST by land now or formerly of said Thomas Hubbard Russell, 196 feet.

Parcel II

All that certain piece or parcel of land situated in the Town of Woodbridge, County of New Haven and State of Connecticut, being a discontinued portion Sanford Road and shown on a map entitled, "Map of land located at 21 Sanford Rd, Woodbridge, Connecticut Scale 1" = 40' January 2, 1990" by William F. Gilbert Registered Land Surveyor and shown as "Land to be acquired from the Town of Woodbridge" and bounded:

- SOUTH by the present Northerly line of Sanford Road, as shown on said map, 866 feet, more or less;
- WEST running to a point at the boundary line between land now or formerly of Kingsbury M. Billings and Doris M. Billings and land now or formerly of R. D. Sanders and T. Ruderman;
- NORTH by land now or formerly of Kingsbury M. Billings and Doris H. Billings being the Northerly line of the old layout of Sanford Road, as shown on said map, 866 feet, more or less;
- EAST by land now or formerly of Thomas Russell, 22.99 feet.

Reserving to the Town of Woodbridge, its successors and assigns, an easement for drainage purposes including the right to maintain, repair and replace the existing drainage pipe in the area marked "See Note B" on said map and the grantees by the acceptance of this deed agree that the portion of the easement area located on Parcel B on said map shall be subject to the same easement for drainage purposes. Said map is on file in the Woodbridge Town Clerk's office.

Excepting from the above described Parcels I & II, all those certain pieces or parcel of land conveyed by Kingsbury M. Billings and Doris H. Billings to Charles B. Griffith and Barbara Ann Griffith by Warranty Deed dated April 29, 1991 and recorded May 1, 1991 in Volume 163 at Page 160 and by Quit Claim Deed dated and recorded June 25, 1993 in Volume 194 at Page 74 of the Woodbridge Land Records.

RECEIVED FOR RECORD  
June 30 1998 at 3:30 P  
and RECORDED BY  
Stephanie Charles  
1299 TOWN CLERK

VL-0329PG281

**GRANT OF CONSERVATION RESTRICTION**

This is a grant of a conservation restriction, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended, (C.G.S.). The purposes of the restriction, which is in the form of an easement, are within those described in Section 47-42a(a) C.G.S.

This restriction is granted in perpetuity exclusively for the conservation purpose of the preservation of open space (including forest, agricultural and grazing land) for the enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME – GREETING:**

WHEREAS at a Probate Court held at New Haven within and for the District of New Haven, in the State of Connecticut, on the 12<sup>th</sup> day of November, 1999, upon written application of Geraldine A. Lupoli, Administratrix c.t.a, d.b.n. of the Estate of Helen M. Clark (also known as Clarke) Wallace, late of Woodbridge, in said District, deceased, an order was made authorizing and directing such Administratrix to grant a Conservation Restriction (the "Grant") on the real estate of said deceased hereinafter described, all of which will more fully appear by the records of said Court, reference thereto being had;

WHEREAS pursuant to said order the said Administratrix grants as a permanent gift, to The Woodbridge Land Trust, Inc., of Woodbridge, Connecticut, a non-profit corporation, organized under the laws of the State of Connecticut to preserve and protect the public interest (the "Trust"), with QUIT-CLAIM COVENANTS, a conservation restriction, immediately vested in the Trust upon the following property (the "Property"):

All that certain real property consisting of 198.2373 acres, more or less, in the Town of Woodbridge, County of New Haven and State of Connecticut, which property is more particularly described on Schedule A attached hereto and made a part hereof, being the premises described in said application and order.

As described with more specificity below, the entire Property shall be subject to conservation restrictions.

0 - 0 - Conveyance Tax received

*Thomas J. Biorez*  
Asst. Town Clerk of Woodbridge

## RECITALS

WHEREAS the Property has been held as timberland, agricultural land, and pasture for many years and is now essentially open space, still with a considerable number of trees, which open space provides natural habitat for a variety of plants and animals and provides aesthetic and scenic enjoyment to members of the general public;

WHEREAS by virtue of the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantor to the Town of Woodbridge through a separate instrument on this date, the Property also will provide enjoyment by and substantial benefit to members of the general public, who will have access to the Property for outdoor public recreation and/or education purposes within reasonable constraints imposed by the Town of Woodbridge;

WHEREAS the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997 (see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas and (ii) Sections 7-131, 7-131b(a) and Section 12-107f C.G.S., which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific, aesthetic or other equivalent passive uses for the benefit of the public in general;

WHEREAS the preservation of open space, forest land, and agricultural land such as the Property, is consistent with the policies of the Town of Woodbridge, including but not limited to the Town of Woodbridge Plan of Development (November 1974) and the Woodbridge Open Space Plan (1999) of the Woodbridge Conservation Commission; the Property is specifically identified as a top priority for open space acquisition;

WHEREAS the Property is the largest remaining open space parcel in private ownership in the Town, is a crucial link in the Woodbridge Greenway, directly abuts Town and Land Trust-owned open space, and has important watershed resources, including the headwaters of the Wepawaug River;

WHEREAS the proposed open space use of this Property is consistent with conservation and land preservation programs conducted by the Trust, the Nature Conservancy of Connecticut, Inc., the Connecticut Land Trust Service Bureau, and other local, state and national land-saving non-governmental charitable organizations and public agencies;

WHEREAS the Grantor hopes by her generous example to stimulate other like-minded property owners in the Town of Woodbridge and elsewhere in the vicinity toward further acts of like generosity;

WHEREAS Thomas Wallace, Life Tenant of the Estate of Helen M. Clark Wallace has released his life use of the Property in order to stimulate other like-minded property owners in the Town of Woodbridge and elsewhere in the vicinity toward further acts of like generosity;

WHEREAS the Trust, established in 1964 is a non-profit, charitable organization qualified as tax-exempt under Section 501(c)(3) and described in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS the Trust in carrying out its purposes of preserving and conserving lands of conservational and ecological significance has acquired land and interests including grants of conservation restriction in the Town of Woodbridge;

NOW, THEREFORE, the Grantor hereby gives, grants and confers to the Trust with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the Trust upon the Property, as follows:

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, except for its use for permitted Public Recreational Activities, Public Educational Activities, Forestry Activities, and Maintenance Activities, shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of such property for the purposes set forth in this Grant.

2. Name. The Property shall hereafter be known as and called:

Elderslie

A Grant from the Estate of Helen M. Clark Wallace

The Trust shall erect and maintain a sign to that effect at the main trail entrance to the Property. The Property shall be so identified in maps and informational publications distributed by the Trust which refer to the Property.

3. Definitions. (A) "Public Recreational Activities" means: passive recreation, being recreational trail usage (non-motorized) such as walking, hiking, running, bicycling, and shall further include recreational activities which do not require a formalized, delineated playing field or area, and picnicking. Any Public Recreational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(B) "Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resources and ecology. Such activities may include but are not limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, bird-watching and nature walks and hikes. Any Public Educational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.



(C) "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent hazards, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

(D) "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under (A), (B) or (C), which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Property or enhance the natural habitat and/or aesthetic and scenic quality of the Property. Grantor, her successors and assigns, shall, either directly or in cooperation with the Land Trust, maintain and enhance the natural qualities of the Property, including maintaining and mowing the three existing fields in the southwestern portion of the Property along Peck Hill Road to protect bird nesting habitat. Mowing of these fields shall take place on an annual basis.

4. Prohibited Uses. To carry out the purposes of this Grant, the Grantor agrees for herself and her successors and assigns, that any activity or use of the Property that is inconsistent with the purposes of the Grant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or *de facto* division, subdivision or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, and rock;
- (D) Changing the topography of the land except as may be necessary to conduct the activities described in Paragraph 5 of this Grant;
- (E) Construction or maintenance of buildings whether permanent or temporary, camping accommodations or mobile homes, billboards, towers, or other structures, except as described in Paragraph 5 of this Grant;
- (F) Any use or activity which causes or may be likely to cause substantial soil degradation or erosion or substantial pollution of any surface or subsurface waters;
- (G) Manipulation or alteration of any natural water courses, wetlands, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 5 hereof;

(H) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other type of motorized vehicle, except as may be necessary for the maintenance and oversight activities described in Paragraph 5 hereof;

(I) The riding of horses or any use of the Property involving horses;

(J) Construction, improvement or upgrading of roads, trails, or footpaths except as may be necessary to conduct the activities described in Paragraph 5 hereof;

(K) Granting of any right of way or right of passage, inconsistent with the conservation purposes as described within, over any portion of the Property;

(L) Any use of the Property as a place of residence or any use of the Property for a residential dwelling unit or units or erection of temporary shelters, or bringing onto the Property mobile or prefabricated shelters; and,

(M) Hunting, trapping or fishing, except that non-lethal capture of animals for relocation either for legitimate conservation purposes or to remove dangerous wild animals to locations more suitable to their requirements shall be permitted when carried out by the State of Connecticut conservation officers or properly-qualified wildlife conservation specialists recognized by and acceptable to the Trust; and

(N) Except as required for the rights reserved to the Grantor and the Grantor's successors and assigns under paragraph 5 below, the Property or any portion thereof shall not be included as part of the gross area of other property not subject to this Grant for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Grant shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

5. Reserved Rights. The Grantor reserves for herself and her successors and assigns, all rights accruing from the ownership of the Property, including the right to convey the fee simple interest in the Property, and the right to use the Property for purposes not inconsistent with this Grant. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted on the Property by the Grantor and her successors and assigns:

(A) Forestry Activity, including trails or lanes, necessary or desirable to maintain or enhance the open space character of the Property and allow it to be used for its intended purposes as set forth in this Grant.

(B) Relocation, replacement or repair of any existing structures, fences, gates, roads, or trails reasonably necessary to conduct any Forestry Activities.

(C) Public Recreational Activities, including but not limited to establishing and maintaining walking and hiking trails, nature trails, personal fitness courses, including any appropriate accessory signage, access routes, and small sanitary and storage structures and fixtures reasonably necessary and appropriate to conduct the primary activities. The Grantor and her successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property and agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any fixtures or other structures, which approval shall not be unreasonably withheld.

(D) Public Educational Activities, including but not limited to the study of nature, plants, wildlife, geological formations and historical structures including any appropriate accessory signage, access routes, and small sanitary and storage structures and fixtures reasonably necessary and appropriate to conduct the primary activities. The Grantor and her successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any fixtures or other structures, which approval shall not be unreasonably withheld.

(E) Maintenance Activities necessary to assure the safety and health of the public and assure that the objectives of this Grant may be carried out. Recognizing that the future cannot be foreseen, the right is reserved to the Grantor and her successors and assigns, to take such actions as may be necessary to ensure that the Property be kept suitable and preserved for its intended purposes.

Any program or initiative falling under (A),(B),(C), (D) or (E) of this Paragraph 5, shall be undertaken only with the advice and approval of the Board of Directors of the Trust, which approval shall not be unreasonably withheld. The Trust shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing in this Paragraph shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of the Grant are achieved.

To ensure the safety of the public, to promote the general welfare and to ensure that the Property retains its unspoiled nature, The Town of Woodbridge may impose reasonable rules and regulations for Public Recreational Activities and Public Educational Activities and for other use of the Property.

6. Inspection; Enforcement. The Grantor grants to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce the Grant through appropriate legal and equitable proceedings, including, but not limited to, the right to require restoration of the Property to its condition at the time of the conveyance, as modified by any alterations or uses permitted under the Grant. Any failure to enforce shall not be deemed a waiver of the Trust's right to do so thereafter. The Trust, its

successors and assigns, shall not be liable to the Grantor and her successors and assigns, or to any other person or entity for failure to enforce any provision of this Grant or for any loss or injury to person or property suffered or incurred on the Property.

7. Indemnification. The Grantor Geraldine A. Lupoli, Administratrix c.t.a., d.b.n. of the Estate of Helen M. Clark (Clarke) Wallace, Thomas Wallace, Life Tenant of the Estate of Helen M. Clark Wallace, the eight great-grandchildren of Helen M. Clark Wallace who are referred to in documents filed in the New Haven Probate Court as "the adult presumptive remaindermen of the Estate of Helen M. Clark Wallace", the fiduciary and heirs and beneficiaries of the Helen M. Clark Wallace Residuary Trust, and all minor, unborn and undetermined heirs and beneficiaries of the Estate of Helen M. Clark Wallace are specifically excluded from this Indemnification paragraph. The Grantor binds her successors and assigns to pay, protect, indemnify, hold harmless and defend at their own cost and expense, the Trust, its agents, employees or independent contractors, from and against any costs, claims, liabilities, expenses, damages, losses, and expenses arising out of or in any way relating to the exercise, performed in good faith, of the Trust's rights under this Grant, incurred as the result of acts, omissions, or requests by the Grantor's successors and assigns, or third parties. In the event that the Grantor's successors and assigns are required to pay or indemnify the Trust, its successors and assigns, for any amount pursuant to this paragraph, the amount of such payment or indemnity, until discharged, shall constitute a lien on the Property only. The Trust, its successors and assigns, shall not be liable to the Grantor and her successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any other loss or injury to person or property suffered or incurred on the Property by the Grantor, her successors and assigns or any third party.

8. Eminent Domain. If the Property or any part of it shall be taken by eminent domain, this Grant shall terminate automatically as to that portion of the Property that is taken, but the value of the property right of the Trust that vests in the Trust as a result of this contribution shall be paid to the Trust, to be used for the benefit of the Property. The remaining value of the underlying fee title in that portion of the Property which shall have been taken shall remain vested in, and full compensation for such value shall be paid to the Grantor and her successors and assigns. In accordance with Treas. Reg. 1.170A-14(g)(6)(ii), the Grantor agrees that this Grant gives rise to a property right, immediately vested in the Trust, with a fair market value that is at least equal to the proportionate value that the Grant at the time of the gift bears to the value of the Property as a whole at the time of the gift.

9. Perpetual Restriction. This Grant shall run with the Property in perpetuity; and the terms of this Grant shall bind, be enforceable by and against, and inure to the benefit of, the respective successors and assigns of the Grantor and the Trust.

10. Transfer. The Trust is prohibited from transferring this Grant, whether or not for consideration, unless the Trust shall require as a condition of the transfer that the conservation purposes which this Grant is intended to advance shall continue to be carried out by the transferee, its successors and assigns. Such transfer may be made only to an organization qualifying, at the time of the transfer, as an eligible donee as defined by Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

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11. Dissolution. In the event that the Trust shall be dissolved, this Grant shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors and assigns. If The Nature Conservancy of Connecticut, Inc. declines to accept this Grant, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible donee as defined by Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

12. Entire Agreement. This instrument sets forth the entire agreement between the Grantor and the Trust with respect to this Grant, and supersedes all prior discussions, understandings or agreements relating to the Grant, all of which are merged herein. This instrument may be amended only by written agreement of the parties hereto.

13. Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant shall not be affected thereby.

14. Recordation. The Trust shall record this Grant in timely fashion in the official records of the Town of Woodbridge, Connecticut, and may re-record it at any time as may be required to preserve its rights in this instrument.

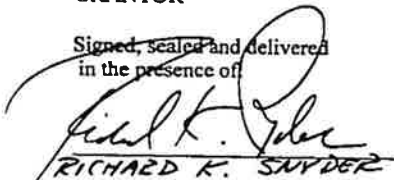
15. Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Connecticut.


TO HAVE AND TO HOLD the above granted and bargained premises, unto The Woodbridge Land Trust, Inc. and its successors and assigns forever, to them and their own proper use and behoof.

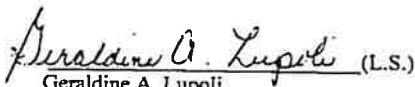
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of April, 2000.

GRANTOR

Signed, sealed and delivered  
in the presence of

  
RICHARD K. SNYDER

  
CHARLES C. GOETSCHÉ

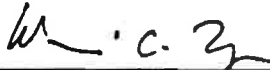
 (L.S.)  
Geraldine A. Lupoli  
Administratrix c.t.a., d.b.n. of the Estate  
of Helen M. Clarke Wallace

VL 0329PG289

State of Connecticut )  
                                  ) ss.: WOODBRIDGE  
County of New Haven )

On this the 4th day of April, 2000, before me, WILLIAM C. LONGER, the undersigned officer, personally appeared Geraldine A. Lupoli, of the State of Connecticut, County of New Haven and Town of Orange, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.



Commissioner of the Superior Court  
Notary Public WILLIAM C. LONGER

~~My commission expires:~~

GRANTEE

THE WOODBRIDGE LAND TRUST, INC.

Accepted by: Robert A. Longo

Its duly authorized President

Signed, sealed and delivered  
in the presence of:

Robert A. Longo  
ROBERT A. LONGO

Robert A. Longo (L.S.)  
ROBERT A. LONGO

William C. Longer  
WILLIAM C. LONGER

VL 0329PG290

State of Connecticut )  
County of New Haven )

ss.: Woodbridge

On this the 4<sup>th</sup> day of April, 2000, before me, TERESA B. COOPER, the undersigned officer, personally appeared HAROLD A. ERBE, who acknowledged himself to be the PRESIDENT of the Woodbridge Land Trust, Inc., a non-profit corporation, and that he, as such PRESIDENT, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT.

In witness whereof I hereunto set my hand.

Teresa B. Cooper  
Commissioner of the Superior Court  
~~Notary Public~~ TERESA B. COOPER

~~My commission expires:~~

SCHEDULE A VL0329PG291

Legal Descriptions

Date Prepared: 4/01/00

Map Referenced is entitled "Perimeter Survey Map of 8.635.215 S.F./198.2373 Ac. Property of The Estate of Helen M. C. Wallace, 211 Peck Hill Road, Woodbridge, Connecticut Prepared For Town of Woodbridge. Scale 1" = 200', Nov. 8, 1999, Title Revised 2/28/00", prepared by Land Engineering Associates, Inc.

Beginning at a Point at the Northwest corner of the herein described parcel. Said point is situated along the Easterly edge of Peck Hill Road at the Southwest corner of land now or formerly of Carotenuto Excavating, LLC. Said point is marked by a Concrete Monument at the road face of the intersection of two Stone Walls.

- thence S 79°26'34" E for 108.13 feet along a Stone Wall to a Concrete Monument;
- thence S 79°26'34" E for 91.74 feet again along a Stone Wall to a Concrete Monument;
- thence N 63°38'02" E for 235.91 feet to an Iron Pin;
- thence N 89°36'39" E for 14.32 feet;
- thence S 81°26'31" E for 117.52 feet;
- thence S 86°49'54" E for 137.20 feet;
- thence N 88°10'56" E for 265.21 feet;
- thence N 85°15'10" E for 121.10 feet to an 18" Ash Tree with old wire fence;
- thence N 66°23'17" E for 46.37 feet to a 26" Maple Tree with old wire fence;
- thence N 25°47'09" E for 130.18 feet to a 30" Maple Tree with old wire fence;
- thence N 39°50'05" E for 132.03 feet to a Tree Stump;
- thence N 15°00'11" E for 31.91 feet to a 24" Birch Tree with old wire fence;
- thence N 23°46'14" E for 51.16 feet to a 28" Birch Tree with old wire fence;
- thence N 15°23'27" E for 37.44 feet to an 18" Birch Tree with old wire fence;
- thence N 5°40'24" E for 45.79 feet to a 22" Ash Tree with old wire fence;
- thence N 9°14'46" E for 46.99 feet along old Wire Fence;
- thence N 78°57'44" E for 29.52 feet to a 12" Ash Tree with old wire fence;
- thence N 83°09'58" E for 138.15 feet along old wire Fence to an Iron Pipe;
- thence N 83°52'12" E for 198.21 feet along old Wire Fence to a 14" Birch Tree;
- thence N 77°47'03" E for 49.86 feet along old Wire Fence to a 20" Oak;
- thence N 83°36'52" E for 172.24 feet along old Wire Fence to a 15" Oak;
- thence N 89°08'45" E for 199.66 feet to a 14" Birch Tree;
- thence N 84°30'13" E for 274.30 feet along old Wire Fence;
- thence N 83°29'13" E for 122.29 feet to a 15" Oak Tree with old wire fence;
- thence S 71°06'42" E for 37.60 feet to an 18" Oak Tree with old wire fence;
- thence S 80°49'40" E for 92.83 feet to a 10" Oak Tree with old wire fence;
- thence S 17°33'07" E for 54.62 feet to a 10" Oak Tree with old wire fence;
- thence S 32°00'08" E for 52.89 feet to a 10" Oak Tree with old wire fence;
- thence S 37°22'04" E for 49.27 feet to a 6" Apple Tree with old wire fence;
- thence S 47°18'01" E for 72.27 feet to a 30" Oak Tree with old wire fence;
- thence S 13°30'40" W for 198.13 feet to a Twin 15" Oak Tree with old wire fence;



VL0329PG292

thence S 16°17'12" W for 109.31 feet to an Oak Stump with old wire fence;  
thence S 6°51'02" W for 62.41 feet to a 28" Oak Tree with old wire fence;  
thence S 11°10'17" W for 98.32 feet along old wire fence;  
thence S 8°55'24" W for 59.12 feet to a Tree with old wire fence;  
thence S 5°25'04" W for 32.06 feet to a Tree with old wire fence;  
thence S 12°46'45" W for 248.72 feet along a line consisting of an Iron Pipe  
and Trees with old Wire Fence;  
thence S 19°30'47" W for 18.35 feet to a Tree with old wire fence;  
thence S 4°33'24" W for 65.35 feet to a Tree with old Wire Fence;  
thence S 5°39'44" W for 27.78 feet;  
thence S 16°41'19" W for 80.11 feet to an Iron Pipe;  
thence S 11°33'03" W for 269.18 feet generally along Trees with old Wire  
Fence to a 20" Birch Tree;  
thence S 88°36'16" W for 10.37 feet to a 20" Birch Tree with old Wire Fence;  
thence S 58°29'17" W for 47.25 feet;  
thence S 78°20'53" W for 92.71 feet to an Iron Pin; thence along the  
prolongation of the S 78°20'53" W line for a combined total of 177.00 feet to a  
24" Oak with old Wire Fence;  
thence S 87°13'29" W for 67.26 feet to a 20" Birch with old Wire Fence;  
thence S 84°44'25" W for 47.34 feet to a Concrete Monument;  
thence S 86°03'34" W for 563.51 feet along the remains of Virginia Rail  
Fence;  
thence S 17°26'59" W for 240.50 feet;  
thence S 51°57'59" W for 207.00 feet;  
thence S 3°05'42" W for 228.56 feet to a Concrete Monument;  
thence S 3°10'51" W for 334.87 feet to a Concrete Monument;  
thence S 10°12'53" E for 544.48 feet generally along Stone Piles to a point  
1.00' north of a Concrete Monument;  
thence S 71°44'34" W for 76.77 feet;  
thence S 67°48'34" W for 112.42 feet;  
thence S 85°50'39" W for 30.65 feet;  
thence S 71°58'34" W for 282.07 feet along a line through a 16" Tulip Tree  
and a 30" Oak Tree;  
thence S 14°13'04" W for 307.70 feet across a possible route of an ancient  
highway;  
thence S 5°49'34" W for 50.91 feet to an Iron Pipe; thence along the  
prolongation of the S 5°49'34" W line for a combined total of 110.91 feet;  
thence S 19°54'49" W for 33.45 feet through a Dead Oak with old Wire Fence;  
thence S 3°28'19" W for 107.29 feet to a Dead Oak with old Wire Fence;  
thence along old Wire Fence remains the following four courses and  
distances: S 4°41'41" E for 80.61 feet;  
thence S 3°06'29" W for 82.16 feet;  
thence S 13°44'51" E for 14.92 feet;  
thence S 1°28'19" W for 177.24 feet;  
thence S 0°31'56" E for 56.81 feet along Stone Wall remains to a Concrete  
Monument;  
thence S 63°17'53" W for 281.58 feet across a possible route of an ancient  
highway to an Iron Pin;  
thence N 76°53'13" W for 104.56 feet along a Stone Wall;  
thence N 79°48'57" W for 76.24 feet again along a Stone Wall;

VLO329PG293

thence N 80°01'03" W for 325.77 feet in part along remains of Virginia Rail Fence;

thence N 80°09'06" W for 111.99 feet along a Stone Wall;

thence N 82°06'10" W for 569.45 feet in part along remains of Virginia Rail Fence to an Iron Pipe;

thence N 9°05'57" E for 433.95 feet along a Stone Wall;

thence N 10°37'22" E for 246.88 feet in part along remains of Virginia Rail Fence and in part along a Stone Wall;

thence along a Stone Wall the following four courses and distances:

N 77°26'34" W for 193.36 feet;

thence N 77°41'36" W for 219.95 feet;

thence N 77°54'28" W for 119.95 feet;

thence N 79°00'24" W for 200.07 feet to said Peck Hill Road;

thence along the face of a Stone Wall the following ten courses and distances: N 9°55'09" E for 49.95 feet;

thence N 14°55'38" E for 96.47 feet;

thence N 14°17'28" E for 72.73 feet;

thence N 15°25'23" E for 78.23 feet;

thence N 14°13'34" E for 70.78 feet;

thence N 10°22'11" E for 68.07 feet;

thence N 10°53'23" E for 89.48 feet;

thence N 22°29'02" E for 80.30 feet;

thence N 27°54'09" E for 36.69 feet;

thence N 27°05'33" E for 81.46 feet;

thence N 26°07'24" E for 87.79 feet along an opening in the stone wall;

thence along the face of a Stone Wall the following ten courses and

distances: N 27°01'07" E for 220.88 feet;

thence N 26°52'02" E for 158.25 feet;

thence N 27°25'30" E for 159.57 feet;

thence N 25°42'28" E for 105.32 feet;

thence N 26°54'45" E for 99.74 feet;

thence N 28°56'49" E for 105.37 feet;

thence N 26°55'49" E for 56.93 feet;

thence N 26°30'12" E for 83.89 feet;

thence N 28°08'55" E for 74.79 feet;

thence N 27°13'09" E for 101.18 feet;

thence generally along a line of trees and wire fence N 14°30'43" E for 413.19 feet;

thence N 16°16'58" E for 52.21 feet along the face of a Stone Wall;

thence N 13°56'35" E for 20.75 feet along an opening in the Stone Wall;

thence along the face of a Stone Wall the following four courses and

distances: N 17°54'38" E for 147.20 feet;

thence N 17°21'13" E for 81.82 feet;

thence N 15°38'23" E for 52.53 feet;

thence N 15°46'57" E for 116.11 feet to a Concrete Monument and the Point of Beginning.

Subject property contains 8,635,215 Square Feet or 198.2373 Acres.

Subject property is bounded: Northerly: by land now or formerly of Carotenuto Excavating, LLC; by land now or formerly of Michael A. Raymond and

VL0329PG294

Rana A. Coury-Raymond; by land now or formerly of Douglas M. and Susan Israel; and by land again now or formerly of Douglas M. and Susan Israel. each in part; thence Westerly: by land again now or formerly of Douglas M. and Susan Israel and by land now or formerly of Westbridge Association, LTD. each in part; thence Northerly: by land now or formerly of Richard G. and Linda C. Stevens; by land now or formerly of Barbara K. Buller; by land now or formerly of Joseph V. Greco and Rosalyn M. Assenta Greco; by land now or formerly of Joseph F. Joan and Mariane Cinquno; and by land now or formerly of Jonathan E. and Revital Bellin. each in part; thence Northeasterly: by land now or formerly of Eric S. Desander; thence Easterly: by land now or formerly of Gary M. and Elizabeth M. Wikfors; by land now or formerly of Alan and Joan Kliger; by land now or formerly of Jane D. Rudner; by land now or formerly of Jack and Gloria Kurak; and by land now or formerly of Loretta and Sheldon J. Mufson. each in part; thence Southerly: by land now or formerly of Susan J. and Edward L. Etkind; by land now or formerly of E. James and Alice M. Dempsey; and by land now or formerly of The Woodbridge Conservation Trust Inc., each in part; thence Easterly: again by land now or formerly of The Woodbridge Conservation Trust Inc., thence Southerly; by land now or formerly of Joseph A. Simeone, Jr. and Lois T. Simeone. thence Easterly: again by land now or formerly of Joseph A. Simeone, Jr. and Lois T. Simeone. thence Southerly: by land now or formerly of Jose and Celeste C. Asis. each in part; thence Southerly: by land now or formerly of The Woodbridge Land Trust, Inc., by land now or formerly of The Woodbridge Conservation Trust Inc.; and by land now or formerly of the Estate of Gordon S. Haight. each in part; thence Westerly and Southerly: by land now or formerly of the Estate of Gordon S. Haight; thence Westerly: by Peck Hill Road.

The premises are conveyed subject to the following:

1. Any and all provisions of any municipal regulation or ordinance, and any Federal, State, or Local public or private laws, with special reference to the provisions of any zoning rules and regulations governing the subject premises;
2. Real Estate Taxes on the Grand List of October 1, 1999, and all taxes on subsequent lists not yet due and payable which taxes the said Grantee hereby assumes and agrees to pay as part of the consideration for this deed;
3. Notes as contained on survey map known as map # 577 of property known as #211 Peck Hill Road which map is recorded on the Woodbridge Land Records;
4. Possible rights of others in and to the "Ancient Highway and/or The Lane" (subject to Rights of Adjoiner: Volume 94, page 273, Woodbridge Land Records), as shown on survey by Land Engineering Associates, Inc. dated "Nov. 8, 1999, Title Revised 2/28/00";
5. Rights of others in and to any brooks, streams or other watercourses shown on the map referred to in this Schedule A.

RECEIVED FOR RECORD  
APR 4 2000 12:42 P  
AND RECORDED BY  
*Stephanie C. [Signature]*  
371 TOWN CLERK

~~VL02709265~~ VL0271PG147

*This document is being re-recorded to include Schedule A*  
GRANT OF CONSERVATION RESTRICTION  
RAG  
8/29/97

This is a grant of a conservation restriction, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended ("C.G.S."). It is intended to qualify as a "qualified conservation contribution" for purposes of Sections 170 and 2055 of the Internal Revenue Code of 1986 ("Code"). The purposes of the restriction, which is in the nature of an easement, are within those described in Section 47-42a(a) C.G.S., and Sections 170 (h) (4) and 2055 of the Code.

This restriction is granted in perpetuity exclusively for the conservation purpose of the preservation of open space (including forest, agricultural and grazing land) for the enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

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

KNOW YE THAT I, Deborah Judelson, 30 Pleasant Hill Road, Woodbridge, New Haven County, Connecticut (hereinafter referred to as the "Grantor"), grants, as a permanent gift, to THE WOODBRIDGE LAND TRUST, INC., of Woodbridge, Connecticut, a not-for-profit corporation, organized under the laws of the State of Connecticut to preserve and protect the public interest (the "Trust"), with QUIT-CLAIM COVENANTS, a conservation restriction, immediately vested in the Trust in the form and upon the following property:

All of that certain piece or parcel of property consisting of about 3.87 acres in the Town of Woodbridge, County of New Haven and State of Connecticut, shown on the Tax Assessor's map as 46 Burnt Swamp Road, which property is more particularly described on Schedule A annexed hereto.

As described with more specificity below, the entire Property shall be subject to conservation restrictions.

#### Recitals

WHEREAS, the Property is a blending of arable land, rocks and wet-lands with a considerable number of trees, which open space provides natural habitat for a variety of plants and animals and provides aesthetic and scenic enjoyment to members of the general public; and

WHEREAS, by virtue of the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantor to the Town of Woodbridge through a separate instrument on this date, the Property also will provide enjoyment by and substantial benefit to members of the general public, who will have access to the Property for outdoor public recreation and/or education purposes within reasonable constraints imposed by the Town of Woodbridge; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997 (see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas; and (ii) Sections 7-131, 7-131 b(a) and, Section 12-107 f of the Connecticut General Statutes, which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific, aesthetic or other equivalent passive uses for the benefit of the public in general; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property, is consistent with the policies of the Town of Woodbridge, including but not limited to the Town of Woodbridge Plan of Development (November 1974) and the Woodbridge Open Space Plan (1996) of the Woodbridge Conservation Commission; and

WHEREAS, the proposed open space use of this Property is consistent with conservation and land preservation programs conducted by the Trust, the Nature Conservancy of Connecticut, Inc., the Connecticut Land Trust Service Bureau, and other local, state and national land-saving non-governmental charitable organizations and public agencies; and

WHEREAS, the Grantors hope by their generous example to stimulate other like-minded property owners in the vicinity and elsewhere in the Town of Woodbridge toward further acts of like generosity; and

WHEREAS, the Trust is a nonprofit, charitable organization qualified as tax exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of the Code. The Trust was established in 1964. Its purposes include, *inter alia*, the preservation and conservation of property situated in the State of Connecticut, and the Trust conducts a conservation program which includes the

acquisition of land and conservation easements relating to land deemed of special conservation significance. The Trust is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes;

NOW, THEREFORE, the Grantor hereby gives, grants and confers to the Trust with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the Trust upon the Property, as follows:

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, except for its use for permitted Public Recreational Activities, Public Educational Activities, Forestry Activities, and Maintenance Activities, shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of such property for the purposes set forth in this Grant.

2. Definitions. (A) "Public Recreational Activities" means: exercise, sporting, and recreational outdoor activities, including but not limited to walking, hiking, running, bicycling, skating, and similar activities whether singly or in groups. Any Public Recreational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(B) "Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resources and ecology. Such activities may include but are not limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, bird-watching, and nature walks and hikes. Any Public Educational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(C) "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent hazards, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

(D) "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under (A), (B) or (C), which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Property.

3. Prohibited Uses. To carry out the purposes of this Conservation Restriction, the Grantor agrees for herself, her successors and assigns, that any activity or use of the Property that is inconsistent with the purposes of the Conservation Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or de facto division, subdivision or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, or any change in the topography of the land except as may be necessary to conduct the activities described in Paragraph 4 of this Grant;
- (D) Construction or maintenance of structures, buildings whether permanent or temporary, camping accommodations or mobile homes, billboards, towers, or other structures, except as described in Paragraph 4 of this Grant;
- (E) Any use or activity which causes or may be likely to cause substantial soil degradation or erosion or substantial pollution of any surface or subsurface waters;
- (F) Manipulation or alteration of any natural water courses, wetlands, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (G) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other type of motorized vehicle, except as may be necessary for the maintenance and oversight activities described in Paragraph 4

hereof;

- (H) Construction, improvement or upgrading of roads, trails, or footpaths, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (I) Granting of any right of way or right of passage, inconsistent with conservation purposes as described herein, over any portion of the Property; and,
- (J) any use of the property as a place of residence or any use of the property for a residential dwelling unit or units.

4. Reserved Rights. The Grantor reserves for herself, her successors and assigns, all rights accruing from the ownership of the Property, including the right to convey the fee simple interest in the Property, and the right to use the Property for purposes not inconsistent with this Conservation Restriction. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted on the Property by the Grantor, her successors and assigns:

(A) Forestry Activity, including trails or lanes, necessary or desirable to maintain or enhance the open space character of the Property and allow it to be used for its intended purposes as set forth in the Conservation Restriction.

(B) Relocation, replacement or repair of any existing structures, fences, gates, roads, or trails reasonably necessary to conduct any Forestry Activities.

(C) Public Recreational Activities, including but not limited to establishing and maintaining walking and hiking trails, nature trails, personal fitness courses, skating areas and the like, including any appropriate accessory signage, access routes, parking, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Recreational Activities may include buildings or structures for sanitary facilities, hiker shelter, equipment, or emergency services. The Grantor, her successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of or encompassing an aggregate of 125 square feet or more, the Grantor, her



successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(D) Public Educational Activities, including but not limited to the study of nature, plants, wildlife, geological formations and historical structures including any appropriate accessory signage, access routes, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Educational Activities may include buildings or structures for sanitary facilities, unobtrusive classrooms or museums, equipment or emergency services. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of or encompassing an aggregate of 125 square feet or more, the Grantor, her successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(E) The Board of Selectmen shall establish the procedures by which an application is made under (C) or (D) above and either the Board of Selectmen or the Woodbridge Land Trust may require that a general use plan allocating space for activities be adopted before space is committed for any specific activity.

(F) Maintenance Activities necessary to assure the safety and health of the public and assure that the objectives of this Grant may be carried out. Recognizing that the future cannot be foreseen, the right is reserved to the Grantor, her successors and assigns, to take such actions as may be necessary to ensure that the land be kept suitable and preserved for its intended purposes.

Any program or initiative falling under (A), (B), (C), (D), or (F) of this Paragraph 4, shall be undertaken only with the advice and approval of the Board of Directors of the Trust, which approval shall not be unreasonably withheld. The Trust shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing in this Paragraph shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of this Grant of Conservation Restriction are achieved.

To ensure the safety of the Public, to promote the general welfare and to ensure that the Property retains its unspoiled nature and is a credit to the Town, The Town of Woodbridge may impose reasonable rules and regulations for Public Recreational Activities and Public Educational Activities and for other use of the Property.

5. Inspection; Enforcement. The Grantor grants to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce this Conservation Restriction through appropriate legal and equitable proceedings, including, but not limited to, the right to require restoration of the Property to its condition at the time of the conveyance, as modified by any alterations or uses permitted under this Grant of Conservation Restriction. Any failure to enforce shall not be deemed a waiver of the Trust's right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantor, her successors and assigns or to any other person or entity for failure to enforce any provision of this Conservation Restriction or for any loss of injury to person or property suffered or incurred on the Property.

6. Indemnification. The Grantor binds her successors and assigns to pay, protect, indemnify, hold harmless and defend at their own cost and expense, the Trust, its agents, employees or independent contractors, from and against any costs, claims, liabilities, expenses, damages, losses, and expenses arising out of or in any way relating to the exercise, performed in good faith, of the Trust's rights under this Grant, incurred as the result of acts, omissions, or requests by the Grantor's successors and assigns, or third parties. In the event that the Grantor's successors and assigns are required to pay or indemnify the Trust, its successors and assigns, for any amount pursuant to this paragraph, the amount of such payment or indemnity, until discharged, shall constitute a lien on the Property only. The Trust, its successors and assigns, shall not be liable to the Grantor, her successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any other loss or injury to person or property suffered or incurred on the Property by the Grantors, their successors and assigns or any third party.

7. Eminent Domain. If the Property or any part of it shall be taken by eminent domain, this Conservation Restriction shall terminate automatically as to that portion of the Property that is taken, but the value of the property

right of the Trust that vests in the Trust as a result of this contribution shall be paid to the Trust, to be used for the benefit of the Property. The remaining value of the underlying fee title in that portion of the Property which shall have been taken shall remain vested in, and full compensation for such value shall be paid to, the Grantor, or her successors and assigns. In accordance with I.R.S. Treas. Reg. 1.170A-14(g) (6) (ii), the Grantor agrees that this Grant of Conservation Restriction gives rise to a property right, immediately vested in the Trust, with a fair market value that is at least equal to the proportionate value that the perpetual Conservation Restriction at the time of the gift bears to the value of the property as a whole at the time of the gift.

8. Perpetual Restriction. This Conservation Restriction shall run with the Property in perpetuity; and the terms of this Conservation Restriction shall bind, be enforceable by and against, and ensure to the benefit of, the respective successors and assigns of the Grantor and the Trust.

9. Transfer. The Trust is prohibited from transferring this Conservation Restriction, whether or not for consideration, unless the Trust shall require as a condition of the transfer that the conservation purposes which this Conservation Restriction is intended to advance shall continue to be carried out by the transferee, its successors and assigns. Such transfer may be made only to an organization qualifying, at the time of the transfer, as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

10. Dissolution. In the event that the Trust shall be dissolved, this Conservation Restriction shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors or assigns. If The Nature Conservancy of Connecticut, Inc. declines to accept this Conservation Restriction, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

11. Entire Agreement. This instrument sets forth the entire agreement between the Grantor and the Trust with respect to this Grant, and supersedes all prior discussions, understandings or agreements relating to the Conservation Restriction, all of which are merged herein. This instrument may be amended only by written agreement of the parties hereto.

12. Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant shall not be affected thereby.

13. Recordation. The Trust shall record this Conservation Restriction in timely fashion in the official records of the Town of Woodbridge, Connecticut, and may re-record it at any time as may be required to preserve its rights in this instrument.

14. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the State of Connecticut.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns, forever, said Conservation Restriction.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand.

GRANTOR

Deborah Judelson  
Deborah Judelson

Signed, sealed and delivered in the presence of:

Paul J. Sinnicki  
witness William C. Lopez

Personally Appeared, Deborah Judelson signer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me

Paul J. Sinnicki  
Notary Public - My commission expires:

ACCEPTED

WOODBIDGE LAND TRUST, INC.

By: Robert A. Gregg

Its  
Hereunto Duly Authorized  
President

STATE OF CONNECTICUT )  
  ) ss Woodbridge

COUNTY OF NEW HAVEN )  
  ) <sup>AUGUST 15, 1997</sup>

Personally Appeared ,  
signer of the foregoing instrument, and acknowledged the  
same to be his free act and deed, before me

Walter C. [Signature]  
Notary Public-My Commission Expires:  
Commission of the Superior Court

RECEIVED FOR RECORD  
August 15, 1997 at 10:40 P.M.  
RECORDED BY  
Japhane [Signature]  
CLERK  
1117

RAG gcrjud1s.on4

Schedule "A"

the property known as 46 Burnt Swamp Road in the Town of Woodbridge,  
County of New Haven, and State of Connecticut, as bounded and described as follows:

All that certain piece or parcel of land, with all the buildings  
and improvements thereon, located in the Town of  
Woodbridge, County of New Haven and State of Connecticut  
shown as Lot No. 3 as shown and delineated on a certain map  
entitled, "Re-Subdivision Plan, Newton Ponds, Property To Be  
Conveyed To Michael & Lynn Franford, Newton Road-Burnt  
Swamp Road, Woodbridge, Connecticut, dated November 11,  
1985, Scale: 1"=100', Revised to 6/16/94" made by Angus L.  
McDonald & Associates, Inc., Engineers-Planners-Surveyors,  
Old Saybrook, Connecticut, on file in the Woodbridge Town  
Clerk's Office by the Map No. 479.

TOGETHER WITH AND SUBJECT TO Cross Easement and  
Maintenance Agreement, dated October 22, 1990 and recorded  
in Volume 161 at Page 134 of the Woodbridge Land Records.

RECEIVED FOR RECORD  
August 29, 1997 at 2:25 PM  
RECORDED BY  
*[Signature]*  
1201 TOWN CLERK

VL045788296

### GRANT OF CONSERVATION RESTRICTION

This is a grant of a conservation restriction, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended, (C.G.S.). The purposes of the restriction, which is in the form of an easement, are within those described in Section 47-42a(a) C.G.S.

This restriction is granted in perpetuity exclusively for the conservation purpose of the preservation of open space (including forest, agricultural and grazing land) for the enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

#### TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME - GREETINGS:

KNOW YE THAT Kurt Zwick and Gail Zwick, resident at 1794 Middletown Avenue, Northford, Town of North Branford, Connecticut (hereinafter referred to as the "Grantors") grant as a permanent gift, to The Woodbridge Land Trust, Inc., of Woodbridge, Connecticut, a non-profit corporation, organized under the laws of the State of Connecticut (the "Trust") with QUIT-CLAIM COVENANTS, a conservation restriction to preserve and protect the public interest, immediately vested in the Trust upon the following property (the "Property"):

All that certain real property shown on the Tax Assessor's map as 282 Seymour Road consisting of 20.33 acres, more or less, in the Town of Woodbridge, County of New Haven and State of Connecticut, which property is more particularly described on Schedule A attached hereto and made a part hereof.

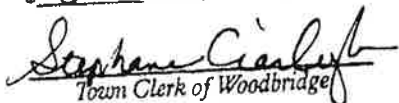
As described with more specificity below, the entire Property shall be subject to conservation restrictions.

#### RECITALS

WHEREAS: the Property has been held as farmland for many years and is now essentially open space with grassy fields ringed by a considerable number of trees, which open space provides natural habitat for a variety of plants and animals and provides aesthetic and scenic enjoyment to members of the general public; and,

WHEREAS: by virtue of the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantors to the Town of Woodbridge through a separate instrument on this date, the Property also will provide enjoyment by and substantial benefit to members of the general public, who will have

\$ 0 Conveyance Tax received

  
Town Clerk of Woodbridge

access to the Property for outdoor public recreation and/or education purposes within reasonable constraints imposed by the Town of Woodbridge; and,

WHEREAS: the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut and these policies include but are not limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997 (see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas and (ii) Sections 7-131, 7-131b(a) and Section 12-107f C.G.S., which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific, aesthetic or other equivalent passive uses for the benefit of the public in general; and,

WHEREAS: the preservation of open space, forest land, and agricultural land such as the Property, is consistent with the policies of the Town of Woodbridge, including but not limited to the Town of Woodbridge Plan of Development (November 1974) and the Woodbridge Open Space Plan (2003) of the Woodbridge Conservation Commission; and,

WHEREAS: the proposed open space use of this Property is consistent with conservation and land preservation programs conducted by the Trust, the Nature Conservancy of Connecticut, Inc., the Connecticut Land Trust Service Bureau, and other local, state and national land-saving non-governmental charitable organizations and public agencies; and,

WHEREAS: the Grantors hope by their generous example to stimulate other like-minded property owners in the Town of Woodbridge and elsewhere in the vicinity toward further acts of like generosity; and,

WHEREAS: the Trust, established in 1964 is a non-profit, charitable organization qualified as tax-exempt under Section 501(c)(3) and described in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS: the Trust in carrying out its purposes of preserving and conserving lands of conservational and ecological significance has acquired land and interests including grants of conservation restriction near this property in the Town of Woodbridge;

NOW, THEREFORE, the Grantors hereby give, grant and confer to the Trust with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the Trust upon the Property, as follows:

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, except for its use for permitted Public Recreational Activities, Public Educational Activities, Forestry Activities, and Maintenance Activities, shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of



such property for the purposes set forth in this Grant.

2. Name. The Property shall hereafter be known as: The Zwick Farm

3. Definitions. (A) "Public Recreational Activities" means: passive recreation being exercise, sporting, and recreational outdoor activities, including but not limited to walking, hiking, running, bicycling, non-motorized recreational trail use and other activities such as picnicking but shall not include any activity which requires fencing, barriers, paving, lighting, structures or a formalized, delineated playing field or area. Any Public Recreational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(B) "Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resources and ecology. Such activities may include but are not limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, bird-watching and nature walks and hikes. Any Public Educational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(C) "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent invasive species, hazards, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

(D) "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under (A), (B) or (C), which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Property. The Grantors, their successors and assigns, shall, either directly or in cooperation with the Land Trust, maintain and enhance the natural qualities of the Property, including maintaining and mowing the fields. Mowing of these fields shall take place at least once annually.

4. Prohibited Uses. To carry out the purposes of this Grant, the Grantors agree for themselves and their successors and assigns, that any activity or use of the Property that is inconsistent with the purposes of the Grant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Property:

(A) The legal or *de facto* division, subdivision or re-subdivision of the Property for any purpose;

(B) Any commercial or industrial use of the Property;

- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock;
- (D) Changing the topography of the land except as may be necessary to conduct the activities described in Paragraph 5 of this Grant;
- (E) Construction or maintenance of buildings whether permanent or temporary, camping accommodations or mobile homes, billboards, towers, or other structures, except as described in Paragraph 5 of this Grant;
- (F) Any use or activity which causes or may be likely to cause substantial soil degradation or erosion or substantial pollution of any surface or subsurface waters;
- (G) Manipulation or alteration of any natural water courses, wetlands, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 5 hereof;
- (H) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other type of motorized vehicle, except as may be necessary for the maintenance and oversight activities described in Paragraph 5 hereof;
- (I) The riding of horses or any use of the Property involving horses;
- (J) Construction, improvement or upgrading of roads, trails, or footpaths except as may be necessary to conduct the activities described in Paragraph 5 hereof;
- (K) Granting of any right of way or right of passage, inconsistent with the conservation purposes as described within, over any portion of the Property;
- (L) Any use of the Property as a place of residence or any use of the Property for a residential dwelling unit or units; and,
- (M) Hunting or trapping except that removal of animals for legitimate conservation purposes or removal of dangerous wild animals to locations more suitable to their requirements shall be permitted when carried out by State of Connecticut conservation officers or properly-qualified wildlife conservation specialists recognized by and acceptable to the Trust;.
- (N) Except as required for the rights reserved to the Grantors and the Grantors' successors and assigns under Paragraph 5 below, the Property or any portion thereof shall not be included as part of the gross area of other

property not subject to this Grant for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Grant shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

5. Reserved Rights. The Grantors reserve for themselves and their successors and assigns, all rights accruing from the ownership of the Property, including the right to convey the fee simple interest in the Property, and the right to use the Property for purposes not inconsistent with this Grant. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted on the Property by the Grantors and their successors and assigns:

- (A) Forestry Activity, including trails or lanes, necessary or desirable to maintain or enhance the open space character of the Property and allow it to be used for its intended purposes as set forth in this Grant. Relocation, replacement or repair of any existing structures, fences, gates, roads, or trails reasonably necessary to conduct any Forestry Activities.
- (B) Public Recreational Activities, including but not limited to establishing and maintaining walking and hiking trails, nature trails, personal fitness courses, including any appropriate accessory signage, access routes, and small sanitary and storage structures and fixtures reasonably necessary and appropriate to conduct the primary activities. The Grantors and their successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property and agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any fixtures or other structures, which approval shall not be unreasonably withheld.
- (C) Public Educational Activities, including but not limited to the study of nature, plants, wildlife, geological formations and historical structures including any appropriate accessory signage, access routes, and small sanitary and storage structures and fixtures reasonably necessary and appropriate to conduct the primary activities. The Grantors and their successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activity on the Property and agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any fixtures or other structures, which approval shall not be unreasonably withheld.
- (D) Maintenance Activities necessary to assure the safety and health of the public and to assure that the objectives of this Grant may be carried out. Recognizing that the future cannot be foreseen, the right is reserved to the Grantors and their successors and assigns, to take such actions as may be necessary to ensure that the Property be kept suitable and preserved for its intended purposes.

Any program or initiative falling under (A), (B), (C), or (D) of this Paragraph 5, shall be undertaken only with the advice and approval of the Board of Directors of the Trust, which approval shall not be unreasonably withheld. The Trust shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing in this Paragraph shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of the Grant are achieved.

To ensure the safety of the public, to promote the general welfare and to ensure that the Property retains its unspoiled nature, The Town of Woodbridge may impose reasonable rules and regulations for Public Recreational Activities and Public Educational Activities and for other use of the Property.

(6) Inspection & Enforcement. The Grantors grant to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce the Grant through appropriate legal and equitable proceedings, including, but not limited to, the right to require restoration of the Property to its condition at the time of the conveyance, as modified by any alterations or uses permitted under the Grant. Any failure to enforce shall not be deemed a waiver of the Trust's right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantors and their successors and assigns, or to any other person or entity for failure to enforce any provision of this Grant or for any loss or injury to person or property suffered or incurred on the Property.

(7) Indemnification. The Grantors, Kurt Zwick and Gail Zwick, are specifically excluded from this Indemnification paragraph. The Grantors bind their successors and assigns to pay, protect, indemnify, hold harmless and defend at their own cost and expense, the Trust, its agents, employees or independent contractors, from and against any costs, claims, liabilities, damages, losses, and expenses arising out of or in any way relating to the exercise, performed in good faith, of the Trust's rights under this Grant, incurred as the result of acts, omissions, or requests by the Grantors' successors and assigns, or third parties. The Trust, its successors and assigns, shall not be liable to the Grantors and their successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any other loss or injury to person or property suffered or incurred on the Property by the Grantors, their successors and assigns or any third party.

(8) Merger. The Grantors and Grantee agree that the terms of this Grant shall survive any merger of the fee simple and the conservation restriction interest in this property.

(9) Eminent Domain. If the Property or any part of it shall be taken by eminent domain, the value of the property right of the Trust that vests in the Trust as a result of this contribution shall be paid to the Trust. The remaining value of the underlying fee title in

that portion of the Property which shall have been taken shall remain vested in, and full compensation for such value shall be paid to the Grantors and their successors and assigns. In accordance with Treas. Reg. 1.170A-14(g)(6)(ii), the Grantors agree that this Grant gives rise to a property right, immediately vested in the Trust, with a fair market value that is at least equal to the proportionate value that the Grant at the time of the gift bears to the value of the Property as a whole at the time of the gift.

(10). Perpetual Restriction. This Grant shall run with the Property in perpetuity; and the terms of this Grant shall bind, be enforceable by and against, and inure to the benefit of, the respective successors and assigns of the Grantor and the Trust.

(11). Transfer. The Trust is prohibited from transferring this Grant, whether or not for consideration, unless the Trust shall require as a condition of the transfer that the conservation purposes which this Grant is intended to advance shall continue to be carried out by the transferee, its successors and assigns. Such transfer may be made only to an organization qualifying, at the time of the transfer, as an eligible donee as defined by Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

(12). Dissolution. In the event that the Trust shall be dissolved, this Grant shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors and assigns. If The Nature Conservancy of Connecticut, Inc. declines to accept this Grant, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible donee as defined by Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

(13). Entire Agreement. This instrument sets forth the entire agreement between the Grantors and the Trust with respect to this Grant, and supersedes all prior discussions, understandings or agreements relating to the Grant, all of which are merged herein. This instrument may be amended only by written agreement of the parties hereto.

(14). Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant shall not be affected thereby.

(15). Recordation. The Trust shall record this Grant in timely fashion in the official records of the Town of Woodbridge, Connecticut, and may re-record it at any time as may be required to preserve its rights in this instrument.

(16). Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Connecticut.

TO HAVE AND TO HOLD the above granted and bargained premises, unto The Woodbridge Land Trust, Inc. and its successors and assigns forever, to them and their own proper use and behoof.





VL04570305

# Schedule A

CEN-5864

TITLE NO.: SC-035834

LEGAL DESCRIPTION FOLLOWS:

A certain piece or parcel of land containing 885,431 square feet, 20.327 acres, located in the Town of Woodbridge, County of New Haven, State of Connecticut, and being shown as Parcel #1 on a map entitled: "Property & Topographic Survey, land now or formerly Kurt Zwick, Oail Zwick & Philip Zwick, #2 Acom Hill Road, Woodbridge, Connecticut" by Mark L. Ford L.S., scale 1"=50', dated: 4/20/2001 and revised 2/08/2002, said parcel being more particularly bounded and described as follows:

Commencing at a point in the southerly street line of Seymour Road (Cl. Route #67), said point being the northeasterly corner of the herein described parcel;

Thence running South 31° 58' 46" West 173.00 feet,  
South 47° 39' 57" East 26.00 feet and  
South 31° 58' 46" West 188.34 feet along land now or formerly  
Fredrick J. Anderson;

Thence running South 08° 56' 19" West 239.89 feet and South 70° 13' 26" West 197.42 feet along Parcel #2 as shown on said map;

Thence running North 83° 16' 48" West 273.42 feet along land now or formerly Ronald M. Dworkin & Sharon L. Dworkin, and land now or formerly Vicki K. Horowitz & Richard L. Horowitz, partly by each;

Thence running North 81° 16' 10" West 113.64 feet along land now or formerly Vicki K. Horowitz & Richard L. Horowitz;

Thence running North 82° 48' 39" West 431.57 feet along land now or formerly Vicki K. Horowitz & Richard L. Horowitz, and land now or formerly the Town of Seymour, partly by each;

Thence running North 11° 14' 11" East 895.32 feet along land now or formerly the Town of Seymour;

Thence running North 69° 30' 28" East 24.06 feet,  
South 88° 45' 01" East 20.26 feet,

North 70° 58' 34" East 31.70 feet,  
North 06° 11' 44" East 27.32 feet,  
North 46° 28' 16" East 30.06 feet,  
North 68° 09' 11" East 22.91 feet,  
North 63° 06' 46" East 42.40 feet and North 64° 43' 53" East 48.80 feet along land now or formerly Robert J. Foran;

Thence running South 37° 19' 08" East 92.16 feet,  
South 55° 37' 15" East 156.10 feet,  
South 75° 23' 49" East 282.82 feet,  
South 65° 46' 46" East 62.64 feet, southeasterly along a curve to the right having a radius of 902.52 feet and an arc length of 331.86 feet, and South 47° 39' 57" East 50.52 feet along the southerly street line of Seymour Road (Cl. Route #67) to the point and place of commencement.

Together With:

Open Space Certificates from the Woodbridge Assessor recorded in Volume 118 at Page 351, Volume 153 at Page 48, Volume 156 at Page 920, Volume 161 at Page 197 and Volume 276 at Page 237 of the Woodbridge Land Records.

002847

RECEIVED FOR RECORD  
2003 AUG 28 AM 9:03  
William Conley  
WOODBRIDGE, CT



VL0265PG242

GRANT OF CONSERVATION RESTRICTION

This is a grant of a conservation restriction, as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended ("C.G.S."). It is intended to qualify as a "qualified conservation contribution" for purposes of Sections 170 and 2055 of the Internal Revenue Code of 1986 ("Code"). The purposes of the restriction, which is in the nature of an easement, are within those described in Section 47-42a(a) C.G.S., and Sections 170 (h) (4) and 2055 of the Code.

This restriction is granted in perpetuity exclusively for the conservation purpose of the preservation of open space (including forest, agricultural and grazing land) for the enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter.

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

KNOW YE THAT WE, R. DAVID SANDERS, of Sarasota, Florida, and AUSTIN K. WOLF, TRUSTEE, of the Town and County of Fairfield, State of Connecticut

(hereinafter referred to as the "Grantors"), grant, as a permanent gift, to THE WOODBRIDGE LAND TRUST, INC., of Woodbridge, Connecticut, a not-for-profit corporation, organized under the laws of the State of Connecticut to preserve and protect the public interest (the "Trust"), with QUIT-CLAIM COVENANTS, a conservation restriction, immediately vested in the Trust in the form and upon the following property:

All of that certain piece or parcel of property consisting of approximately 44.25 acres in the Town of Woodbridge, County of New Haven and State of Connecticut, which property is more particularly described on Schedule A annexed hereto.

As described with more specificity below, the entire Property shall be subject to conservation restrictions.

Recitals

WHEREAS, the Property is former farm land, now with a considerable number of trees, which open space provides

W0265P6243

natural habitat for a variety of plants and animals and provides aesthetic and scenic enjoyment to members of the general public; and

WHEREAS, by virtue of the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantors to the Town of Woodbridge through a separate instrument on this date, the Property also will provide enjoyment by and substantial benefit to members of the general public, who will have access to the Property for outdoor public recreation and/or education purposes within reasonable constraints imposed by the Town of Woodbridge; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997 (see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas; and (ii) Sections 7-131, 7-131 b(a) and, Section 12-107 f of the Connecticut General Statutes, which severally declare it is in the public interest to encourage the preservation of forest land and open space, and to hold open space land in perpetuity for educational, scientific, aesthetic or other equivalent passive uses for the benefit of the public in general; and

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property, is consistent with the policies of the Town of Woodbridge, including but not limited to the Town of Woodbridge Plan of Development (November 1974) and the Woodbridge Open Space Plan (1996) of the Woodbridge Conservation Commission; and

WHEREAS, the proposed open space use of this Property is consistent with conservation and land preservation programs conducted by the Trust, the Nature Conservancy of Connecticut, Inc., the Connecticut Land Trust Service Bureau, and other local, state and national land-saving nongovernmental charitable organizations and public agencies; and

WHEREAS, the Grantors hope by their generous example to stimulate other like-minded property owners in the vicinity and elsewhere in the Town of Woodbridge toward further acts of like generosity; and

WHEREAS, the Trust is a nonprofit, charitable organization qualified as tax exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of

VL0265PG244

the Code. The Trust was established in 1964. Its purposes include, *inter alia*, the preservation and conservation of property situated in the State of Connecticut, and the Trust conducts a conservation program which includes the acquisition of land and conservation easements relating to land deemed of special conservation significance. The Trust is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes;

NOW, THEREFORE, the Grantors hereby give, grant and confer to the Trust with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the Trust upon the Property, as follows:

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, except for its use for permitted Public Recreational Activities, Public Educational Activities, Forestry Activities, and Maintenance Activities, shall be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner whatsoever which would conflict with the use and preservation of such property for the purposes set forth in this Grant.

2. Definitions. (A) "Public Recreational Activities" means: exercise, sporting, and recreational outdoor-activities, including but not limited to walking, hiking, running, bicycling, skating, and similar activities. Any Public Recreational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(B) "Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resources and ecology. Such activities may include but are not limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, birdwatching, and nature walks and hikes. Any Public Educational Activities shall be sited and conducted so as to have only low impact on the natural state of the Property.

(C) "Forestry Activities" means: planting, growing, spraying, pruning, cutting or other removal of live or dead trees all in accordance with generally accepted forestry practices. Such activities shall be selective and any activity approaching "clear-cutting" shall be prohibited. Such activities may include the use of agents designed or intended to control, eliminate or prevent hazards, disease or fire or to maintain the aesthetic and horticultural

**VL0265PG245**

qualities of the Property. Such permitted activities may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

(D) "Maintenance Activities" means: any activity, especially of an emergency nature, not clearly falling under (A), (B) or (C), which may be undertaken to avoid, ameliorate or eliminate hazards to public safety or health, or to the natural, unspoiled state of the Property.

3. Prohibited Uses. To carry out the purposes of this Conservation Restriction, the Grantors agree for themselves, their successors and assigns, that any activity or use of the Property that is inconsistent with the purposes of the Conservation Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or de facto division, subdivision or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, or any change in the topography of the land except as may be necessary to conduct the activities described in Paragraph 4 of this Grant;
- (D) Construction or maintenance of structures, buildings whether permanent or temporary, camping accommodations or mobile homes, billboards, towers, or other structures, except as described in Paragraph 4 of this Grant;
- (E) Any use or activity which causes or may be likely to cause substantial soil degradation or erosion or substantial pollution of any surface or subsurface waters;
- (F) Manipulation or alteration of any natural water courses, wetlands, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (G) Operation of snowmobiles, dune buggies,

VL0265PG246

motorcycles, all-terrain vehicles, or any other type of motorized vehicle, except as may be necessary for the maintenance and oversight activities described in Paragraph 4 hereof:

- (H) Construction, improvement or upgrading of roads, trails, or footpaths, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (I) Granting of any right of way or right of passage, inconsistent with conservation purposes as described herein, over any portion of the Property; and,
- (J) any use of the property as a place of residence or any use of the property for a residential dwelling unit or units.

4. Reserved Rights. The Grantors reserve for themselves, their successors and assigns, all rights accruing from the ownership of the Property, including the right to convey the fee simple interest in the Property, and the right to use the Property for purposes not inconsistent with this Conservation Restriction. Without limiting the generality of the foregoing, the following activities and uses are expressly permitted on the Property by the Grantors, their successors and assigns:

(A) Forestry Activity, including trails or lanes, necessary or desirable to maintain or enhance the open space character of the Property and allow it to be used for its intended purposes as set forth in the Conservation Restriction.

(B) Relocation, replacement or repair of any existing structures, fences, gates, roads, or trails reasonably necessary to conduct any Forestry Activities.

(C) Public Recreational Activities, including but not limited to establishing and maintaining walking and hiking trails, nature trails, personal fitness courses, including any appropriate accessory signage, access routes, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Recreational Activities may include buildings or structures for sanitary facilities, hiker shelter, equipment, or emergency services. The Grantors, their successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property. In addition, for

VL0265PG247

any project that involves any combination of buildings, fixtures, or other structures consisting of an aggregate of 120 square feet or more, the Grantors, their successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(D) Public Educational Activities, including but not limited to the study of nature, plants, wildlife, geological formations and historical structures including any appropriate accessory signage, access routes, structures and fixtures reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Educational Activities may include buildings or structures for sanitary facilities, unobtrusive classrooms or museums, equipment or emergency services. In addition, for any project that involves any combination of buildings, fixtures, or other structures consisting of an aggregate of 120 square feet or more, the Grantors, their successors and assigns, agree to obtain the Trust's written, formal approval in advance with respect to the size and siting of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

(E) Maintenance Activities necessary to assure the safety and health of the public and assure that the objectives of this Grant may be carried out. Recognizing that the future cannot be foreseen, the right is reserved to the Grantors, their successors and assigns, to take such actions as may be necessary to ensure that the land be kept suitable and preserved for its intended purposes.

Any program or initiative falling under (A), (B), (C), (D), or (E) of this Paragraph 4, shall be undertaken only with the advice and approval of the Board of Directors of the Trust, which approval shall not be unreasonably withheld. The Trust shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing in this Paragraph shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of this Grant of Conservation Restriction are achieved.

To ensure the safety of the Public, to promote the general welfare and to ensure that the Property retains its unspoiled nature, The Town of Woodbridge may impose reasonable rules and regulations for Public Recreational Activities and Public Educational Activities and for other use of the Property.

5. Inspection; Enforcement. The Grantors grant to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce this Conservation Restriction through appropriate legal and equitable proceedings, including, but not limited to, the right to require restoration of the Property to its condition at the time of the conveyance, as modified by any alterations or uses permitted under this Grant of Conservation Restriction. Any failure to enforce shall not be deemed a waiver of the Trust's right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantors, their successors and assigns or to any other person or entity for failure to enforce any provision of this Conservation Restriction or for any loss of injury to person or property suffered or incurred on the Property.

6. Indemnification. With the original Grantors, R. David Sanders, and Austin K. Wolf, Trustee,

being specifically excluded from this Indemnification paragraph, the Grantors bind their successors and assigns to pay, protect, indemnify, hold harmless and defend at their own cost and expense, the Trust, its agents, employees or independent contractors, from and against any costs, claims, liabilities, expenses, damages, losses, and expenses arising out of or in any way relating to the exercise, performed in good faith, of the Trust's rights under this Grant, incurred as the result of acts, omissions, or requests by the Grantors' successors and assigns, or third parties. In the event that the Grantors' successors and assigns are required to pay or indemnify the Trust, its successors and assigns, for any amount pursuant to this paragraph, the amount of such payment or indemnity, until discharged, shall constitute a lien on the Property only. The Trust, its successors and assigns, shall not be liable to the Grantors, their successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any other loss or injury to person or property suffered or incurred on the Property by the Grantors, their successors and assigns or any third party.

7. Eminent Domain. If the Property or any part of it shall be taken by eminent domain, this Conservation Restriction shall terminate automatically as to that portion of the Property that is taken, but the value of the property right of the Trust that vests in the Trust as a result of

VL0265PG249

this contribution shall be paid to the Trust, to be used for the benefit of the Property. The remaining value of the underlying fee title in that portion of the Property which shall have been taken shall remain vested in, and full compensation for such value shall be paid to, the Grantors, or their successors and assigns. In accordance with I.R.S. Treas. Reg. 1.170A-14(g) (6) (ii), the Grantors agree that this Grant of Conservation Restriction gives rise to a property right, immediately vested in the Trust, with a fair market value that is at least equal to the proportionate value that the perpetual Conservation Restriction at the time of the gift bears to the value of the property as a whole at the time of the gift.

8. Perpetual Restriction. This Conservation Restriction shall run with the Property in perpetuity; and the terms of this Conservation Restriction shall bind, be enforceable by and against, and ensure to the benefit of, the respective successors and assigns of the Grantors and the Trust.

9. Transfer. The Trust is prohibited from transferring this Conservation Restriction, whether or not for consideration, unless the Trust shall require as a condition of the transfer that the conservation purposes which this Conservation Restriction is intended to advance shall continue to be carried out by the transferee, its successors and assigns. Such transfer may be made only to an organization qualifying, at the time of the transfer, as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

10. Dissolution. In the event that the Trust shall be dissolved, this Conservation Restriction shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors or assigns. If The Nature Conservancy of Connecticut, Inc. declines to accept this Conservation Restriction, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

11. Entire Agreement. This instrument sets forth the entire agreement between the Grantors and the Trust with respect to this Grant, and supersedes all prior discussions, understandings or agreements relating to the Conservation Restriction, all of which are merged herein. This instrument may be amended only by written agreement of the parties hereto.

12. Severability. If any provision of this Grant, or



VL0265PG250

the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant shall not be affected thereby.

13. Recordation. The Trust shall record this Conservation Restriction in timely fashion in the official records of the Town of Woodbridge, Connecticut, and may re-record it at any time as may be required to preserve its rights in this instrument.

14. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the State of Connecticut.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns, forever, said Conservation Restriction.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 30th day of April, 1997.

Signed, sealed and delivered in the presence of:

GRANTORS

Carol J. Greenawalt  
Carol J. Greenawalt

R. David Sanders  
R. David Sanders

Linda S. Corey  
Linda S. Corey

Austin K. Wolf, Trustee  
Austin K. Wolf, Trustee

ACCEPTED

WOODSRIDGE LAND TRUST, INC.

By: Robert A. Gregg

Its  
Hereunto Duly Authorized  
President

STATE OF CONNECTICUT

ss: Bridgeport April 30, 1997

1997

COUNTY OF FAIRFIELD

Personally Appeared, R. David Sanders and Austin K. Wolf, Trustee, signers of the foregoing instrument, and acknowledged the



VL0265PG252

SCHEDULE A

All that certain piece or parcel of land situated in the Town of Woodbridge, County of New Haven and State of Connecticut, as evidenced by Deed recorded in Volume 145, Page 643 in the Woodbridge Land Records, being more particularly bounded and described as follows:

Reference is made to the following map on file in the Woodbridge town clerk's office as recorded in Volume 7 maps 318 through 322 and titled "Map Showing Survey of Land Prepared for United Advertising Corp., Bethmour Road, Bethany, Connecticut & Sanford Road, Woodbridge, Connecticut, April 28, 1986, Scale: 1"=100'" prepared by Spath-Bjorklund Associates, Inc. for the portion of property herein described.

Beginning at a point on the north streetline of Sanford Road, said point being the common corner of land now or formerly (N/F) Watters and the property herein described as shown on said map. Thence North  $01^{\circ} 06' 01''$  West, 259 feet more or less to the high water line on the north side of Bladens Brook (a distance of 265.00 feet to a tie line) as shown on said map. Thence westerly along the high water line of the north side of Bladens Brook approximately 1,676 feet more or less to the common corner of land N/F Strong (South  $79^{\circ} 51' 12''$  West, 1332.52 feet along said tie line). Thence North  $60^{\circ} 09' 54''$  West, 106 feet more or less (100.00 feet from said tie line); thence North  $59^{\circ} 37' 30''$  West, 58.10 feet; thence North  $59^{\circ} 11' 48''$  West, 12.71 feet; thence North  $56^{\circ} 38' 38''$  West, 20.45 feet; thence North  $59^{\circ} 50' 24''$  West, 63.39 feet; thence North  $60^{\circ} 45' 40''$  West, 21.76 feet; thence North  $60^{\circ} 25' 11''$  West, 48.20 feet; thence North  $59^{\circ} 34' 03''$  West, 126.92 feet; thence North  $57^{\circ} 31' 31''$  West, 29.31 feet; thence North  $56^{\circ} 52' 04''$  West, 155.29 feet; thence South  $64^{\circ} 20' 31''$  West, 10.34 feet; thence North  $50^{\circ} 21' 20''$  West, 47.86 feet along land N/F Strong to land N/F Kleeman. Thence North  $56^{\circ} 53' 27''$  East, 127.03 feet; thence North  $60^{\circ} 35' 45''$  East, 30.86 feet; thence North  $57^{\circ} 07' 21''$  East, 87.97 feet; thence North  $58^{\circ} 31' 16''$  East, 125.99 feet along land N/F Kleeman to the Woodbridge-Bethany Town Line. Thence along said Town Line, North  $84^{\circ} 35' 08''$  East, 1116.69 feet; thence North  $84^{\circ} 25' 05''$  East, 1344.49; thence North  $84^{\circ} 16' 08''$  East, 1276.12 feet; thence North  $84^{\circ} 13' 06''$  East, 19.56 feet along other lands now of formerly (N/F) Ruderman and Sanders to land N/F Russell. Thence South  $10^{\circ} 49' 38''$  West, 52.75 feet; thence South  $02^{\circ} 43' 46''$  West, 362.11 feet along land N/F Russell and land N/F Madden each in part. Thence South  $84^{\circ} 23' 53''$  West, 511.66 feet along land N/F Russell. Thence South  $54^{\circ} 19' 18''$  West, 259.97 feet; thence North  $56^{\circ} 19' 26''$  West, 28.35 feet; thence North  $59^{\circ} 03' 33''$  West, 12.45 feet; thence North  $57^{\circ} 02' 28''$  West, 14.68 feet; thence North  $71^{\circ} 25' 59''$  West, 7.80 feet; thence South  $78^{\circ} 05' 33''$  West, 5.79 feet; thence South  $53^{\circ} 51' 17''$  West, 14.15 feet; thence South  $49^{\circ} 36' 55''$  West, 5.85 feet; thence South  $54^{\circ} 06' 57''$  West, 34.03 feet; thence South  $56^{\circ} 49' 26''$  West, 32.40 feet; thence North  $80^{\circ} 57' 15''$  West, 587.85 feet; thence South  $11^{\circ} 40' 44''$  West, 362.60 feet along N/F Billings to the north streetline of Sanford Road. Thence South  $69^{\circ} 42' 26''$  West, 13.56 feet; thence South  $81^{\circ}$

VL0265PG253

32' 10" West, 17.37 feet; thence South 85° 23' 25" West, 54.18 feet; thence South 72° 17' 32" West, 6.26 feet; thence North 76° 23' 26" West, 13.82 feet; thence North 85° 57' 00" West, 36.99 feet; thence South 84° 36' 50" West, 18.88 feet; thence North 81° 53' 12" West, 20.66 feet; thence South 87° 26' 35" West, 16.64 feet; thence South 03° 07' 53" East, 13.47 feet; thence South 86° 52' 07" West, 367.79 feet; thence South 01° 06' 01" East, 10.00 feet; thence South 88° 53' 59" West, 51.86 feet along the north streetline of Sanford Road to the point of beginning.

Containing in all 44.15 acres more or less.

The intent of the above description is to describe all of the property shown on said map within the town of Woodbridge.

Together with such rights of way as the Grantor may have in an appurtenant right of way to Seymour Road, per Volume 145 at Page 646 of the Woodbridge Land Records as shown on the above-mentioned maps.

SUBJECT TO:

1. Building lines, zoning regulations and other municipal ordinances as may affect said premises.
2. Taxes to the Town of Woodbridge on the Lists of 1995 and 1996.
3. Rights of others as to any brook or stream crossing the premises, and to a floodway along Bladens River.

RECEIVED FOR RECORD  
MAY 15 1997 at 9:46 am  
and RECORDED BY  
*[Signature]*  
ASST TOWN CLERK

# **ATTACHMENT 2**

# Photo-Simulations of Monopine Option



**SITING COUNCIL DOCKET 502 -  
RESPONSE TO INTERROGATORY #43**

**WOODBIDGE N2 CT  
118 NEWTON ROAD  
WOODBIDGE, CT**

*Prepared in August 2021 by:  
All-Points Technology Corporation, P.C.  
567 Vauxhall Street Extension – Suite 311  
Waterford, CT 06385*

*Prepared for Verizon Wireless*





**PROPOSED**

**PROPOSED MONOPINE SHOWN AT AT 100' AGL**

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
1	SOUNDVIEW DRIVE	SOUTHEAST	+/- 378 FEET	YEAR ROUND



ALL-POINTS  
TECHNOLOGY CORPORATION





**PROPOSED MONOPINES SHOWN AT 100' AGL**

**PROPOSED**

PHOTO  
2

LOCATION  
SOUNDVIEW DRIVE

ORIENTATION  
SOUTHEAST

DISTANCE TO SITE  
+/- 0.16 MILE

VISIBILITY  
SEASONAL







**PROPOSED**

PHOTO

9

LOCATION

**PROSPECT COURT**

ORIENTATION

**SOUTHWEST**

DISTANCE TO SITE

**+/- 0.26 MILE**

VISIBILITY

**SEASONAL**

**PROPOSED MONOPINE SHOWN AT 100' AGL**





**PROPOSED MONOPINE SHOWN AT 100' AGL**

**PROPOSED**

PHOTO

12

LOCATION

**NEWTON ROAD**

ORIENTATION

**SOUTHWEST**

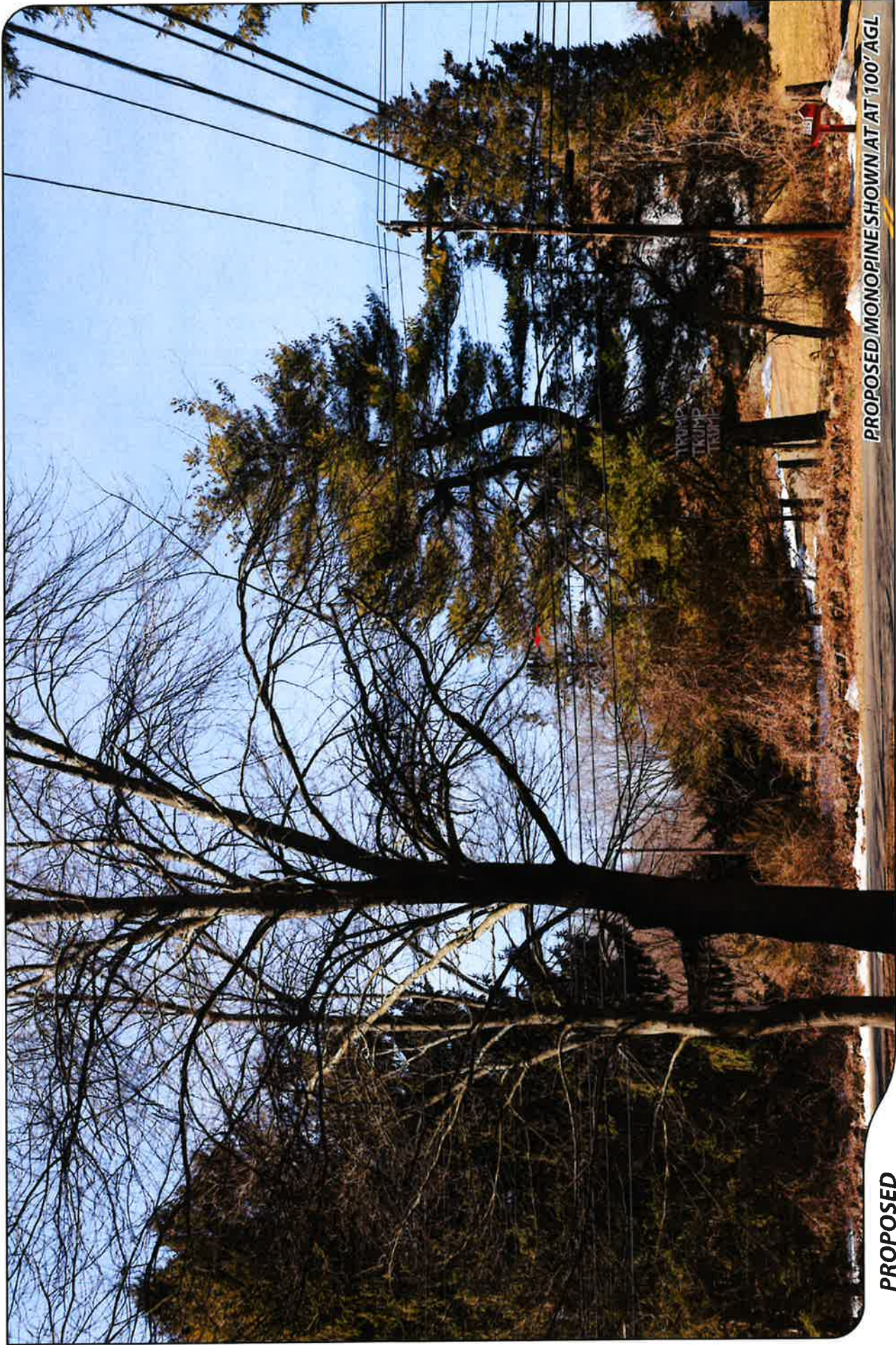
DISTANCE TO SITE

**+/- 0.14 MILE**

VISIBILITY

**SEASONAL**





**PROPOSED**

PHOTO  
14

LOCATION  
BURNT SWAMP ROAD

ORIENTATION  
SOUTHWEST

DISTANCE TO SITE  
+/- 0.16 MILE

VISIBILITY  
SEASONAL

**PROPOSED MONOPINE SHOWN AT AT 100' AGL**



**PROPOSED**

PHOTO

15

LOCATION

NEWTON ROAD AT BURNT SWAMP ROAD

ORIENTATION

SOUTHWEST

DISTANCE TO SITE

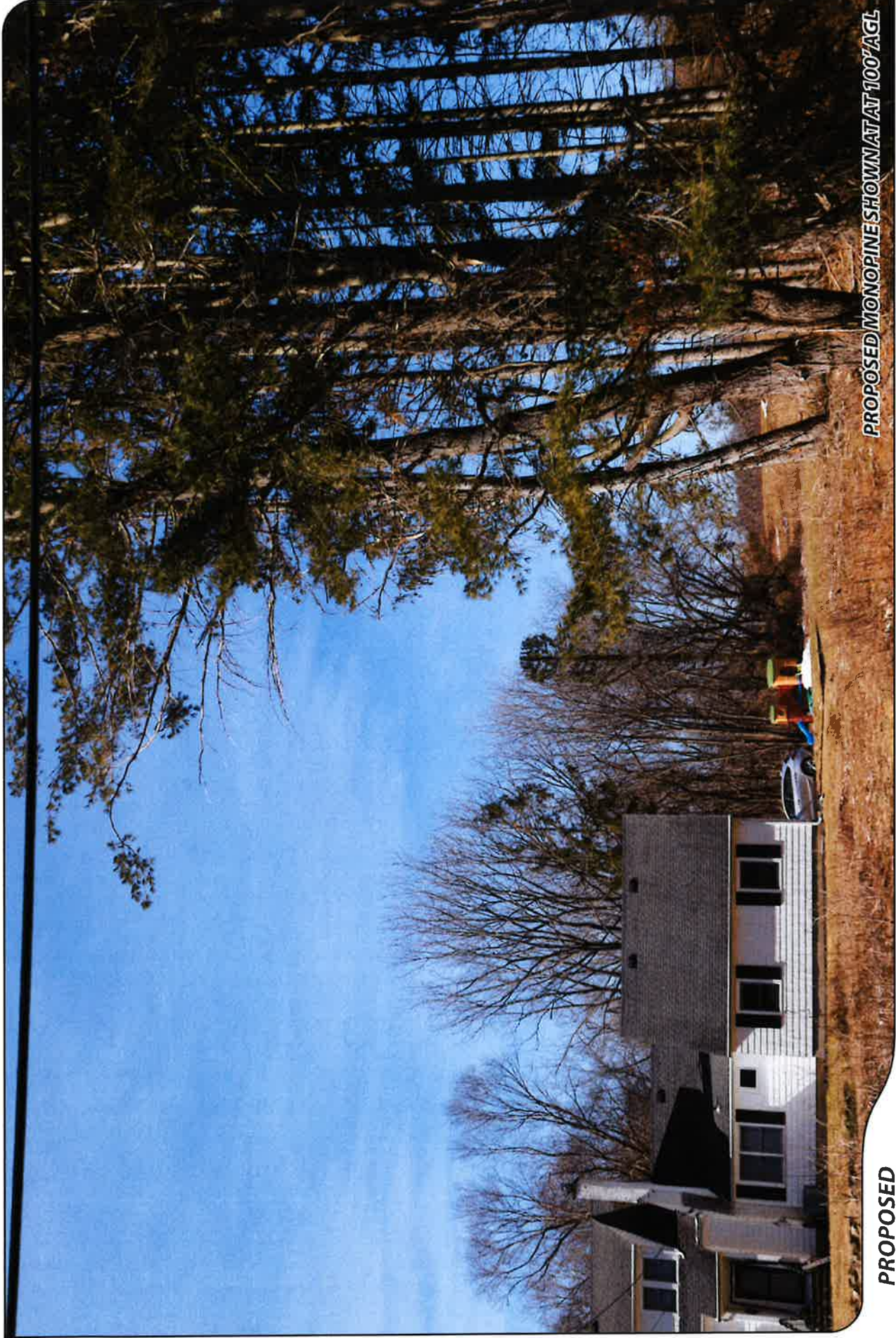
+/- 0.14 MILE

VISIBILITY

YEAR ROUND

**PROPOSED MONOPINE SHOWN AT 100' AGL**



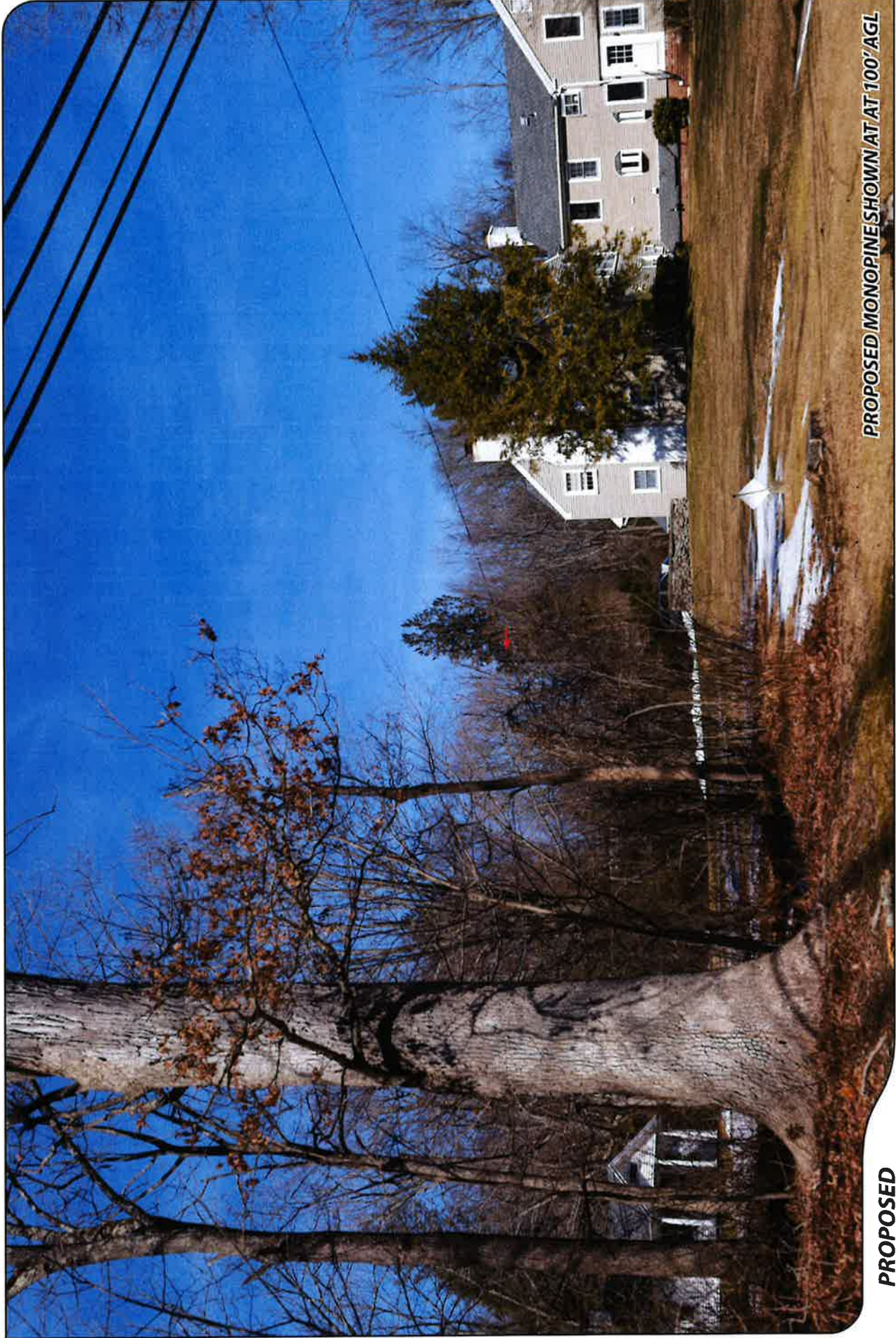


**PROPOSED MONOPINE SHOWN AT 100' AGL**

**PROPOSED**

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE	VISIBILITY
16	NEWTON ROAD	WEST	+/- 0.13 MILE	YEAR ROUND





**PROPOSED MONOPINE SHOWN AT 100' AGL**

**PROPOSED**

PHOTO

20

LOCATION

**NEWTON ROAD**

ORIENTATION

**NORTHWEST**

DISTANCE TO SITE

**+/- 0.22 MILE**

VISIBILITY

**SEASONAL**



ALL-POINTS  
TECHNOLOGY CORPORATION





**PROPOSED MONOPINE SHOWN AT 100' AGL**

**PROPOSED**

PHOTO

22

LOCATION

**PENNY LANE**

ORIENTATION

**NORTHWEST**

DISTANCE TO SITE

**+/- 0.21 MILE**

VISIBILITY

**SEASONAL**



ALL-POINTS  
TECHNOLOGY CORPORATION





**PROPOSED MONOPINE SHOWN AT 100' AGL**

**PROPOSED**

PHOTO

23

LOCATION

**NEWTON ROAD**

ORIENTATION

**NORTHWEST**

DISTANCE TO SITE

**+/- 0.27 MILE**

VISIBILITY

**SEASONAL**

