

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:	:	DOCKET NO. 502
	:	
APPLICATION OF CELLCO PARTNERSHIP :	:	
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, :	:	
WOODBIDGE, CONNECTICUT :	:	AUGUST 17, 2021

**RESPONSES OF THE TOWN OF WOODBRIDGE TO CONNECTICUT SITING
COUNCIL PRE-HEARING INTERROGATORIES SET ONE**

On July 29, 2021, the Connecticut Siting Council (“Council”) issued Pre-Hearing Interrogatories to the Town of Woodbridge (“Town”) in this Docket. Below are the Town’s responses.

Question No. 1

Is the Town aware of any non-residential properties in the northern portion of Woodbridge (Route 63/Route 67 area) that are available to host a tower facility? If so, identify the locations and how the Town became aware of the availability of the properties.

Response

Review of the assessor’s and zoning maps of the Town confirm that this area is entirely residential. In 2020, the Town did advise Cellco of a non-residential property located at One LATICRETE Park North off Route 63 in neighboring Bethany, the corporate headquarters for Laticrete International, Inc.. The President of Laticrete has indicated that the company would consider potentially locating a tower facility on its property.

In addition, subject to confirmation that no legal impediments exist and conditioned upon Board of Aldermen approval, the Town is willing to consider the following Town-owned properties as potential host sites for the tower facility: (1) the existing tower located at the Police

Department at 4 Meetinghouse Lane, and (2) the area approximately east of the public works garage located at 15 Meetinghouse Lane and potentially within the adjacent property at 149 Center Road.

Question No. 2

Did the Town offer to host a tower facility at the Elderslie Preserve at 150 Racebrook Road and 211 Peck Hill Road. If so, what locations were offered to Cellco? How were these locations determined? Are these properties under a conservation easement that would preclude development of a tower facility?

Response

In the fall of 2020, the Town initially suggested that Cellco consider the Elderslie Preserve as a potential host site, which is comprised of the following three parcels:

- ∞ 220 Peck Hill Road (M/B/L # 702/1420/220), owned by the Town;
- ∞ 211 Peck Hill Road (M/B/L # 702/ 1420/ 211), owned by the Town; and
- ∞ 150 North Racebrook Road (M/B/L # 1301/ 1210/ 150), owned by the Town.

However, all three properties are subject to Conservation Restrictions precluding site development as a tower facility (see attached as Exhibit A). The Restrictions prohibit any commercial or industrial use of the properties and strictly limit the use and improvements that may occur at the properties; construction or maintenance of “towers or other structures” is expressly prohibited. The Woodbridge Land Trust, Inc. (the “Land Trust”), a private non-profit corporation that is fully independent from the Town, holds the Conservation Restrictions on all three properties, and the South Central Regional Water Authority also holds the same Conservation Restriction on 211 Peck Hill Road. In addition, the State holds a priority Conservation and Public Recreation Easement and Agreement over the property. The Town is unaware of discussions that may or may not

have taken place between Cellco and the Land Trust, the RWA and/or the State as to the legality of using the site to host a tower facility.

Question No. 3

Did the Town offer to host a tower facility at Town-owned properties at 23 and 35 Sanford Road? If so, what locations were offered to Cellco? How were these locations determined? Are these properties under a conservation easement that would preclude development of a tower facility?

Response

Town residents suggested that Cellco consider the Town-owned properties at 23 and 35 Stanford Road. However, these properties are also subject to Conservation Restrictions held by the Land Trust (see Exhibit B). The Restrictions similarly prohibit any commercial or industrial use of the properties and strictly limit the use and improvements that may occur at the properties. Construction or maintenance of “towers or other structures” is expressly prohibited. The Town is unaware of discussions that may or may not have taken place between Cellco and the Land Trust as to the legality of using the site to host a tower facility.

Question No. 4

Is the Amity Regional High School available to Cellco to host a tower facility? If so, in what location(s).

Response

The high school property is owned by Amity Regional School District # 5 (the “District”), a state agency that functions independent from the Town. Therefore, the Town has no authority to determine the availability of the property to host a tower facility. The Town is one of three municipalities comprising the District, which also includes Orange and Bethany.

Question No. 5

Is the Town-owned property at 236 Newtown Road available to Cellco to host a tower facility? If so, in what location(s).

Response

This property subject to a Conservation Restriction held by the Land Trust (see Exhibit C). The Restriction similarly prohibits any commercial or industrial use of the properties and strictly limit the use and improvements that may occur at the property. Construction or maintenance of “towers or other structures” is expressly prohibited. The Town is unaware of discussions that may or may not have taken place between Cellco and the Land Trust as to the legality of using the site to host a tower facility.

Question No. 6

Is the Town-owned property at 31 Enoch Drive available to Cellco to host a tower facility? If so, in what location(s).

Response

This property is subject to various drainage and access easements, as well as a restriction against cutting down or destroying trees located on the property (See Exhibit D). The topography for the majority of the property consists of steep embankment leading easterly down to Amity Road. In addition, the property is located in a residential area approximately 1.25 miles northeast from the proposed site location.

Question No. 7

Would the Town support the development of a tower facility (up to 180 feet tall) at the Town’s 46 Burnt Swamp Road property if it met Cellco’s coverage needs?

Response

This property subject to a Conservation Restriction held by the Land Trust (see Exhibit E). The Restriction similarly prohibits any commercial or industrial use of the properties and strictly limit the use and improvements that may occur at the property. Construction or maintenance of “towers or other structures” is expressly prohibited. The Town is unaware of discussions that may or may not have taken place between Cellco and the Land Trust as to the legality of using the site to host a tower facility.

Question No. 8

Is the Woodbridge Park Association a Town entity?

Response

No, it is a private association entirely independent from the Town.

Question No. 9

If the Woodbridge Park Association, Inc. is not a Town entity, did the Town contact the Woodbridge Park Association to determine if it was willing to lease space to Cellco for tower facility? If so, when and with whom was contact made?

Response

The Town is unaware of any direct communications with the Woodbridge Park Association, Inc. verifying the feasibility of any lease space for the tower facility.

Question No. 10

Did the Town recommend the Woodbridge Park Association properties at 71 Newton Road and 7 Hampton Drive to Cellco for a tower facility?

Response

The Town is unaware of any recommendation that Cellco consider these properties for a tower facility. Both properties are owned by the Woodbridge Park Association and are located in heavily developed residential areas.

Question No. 11

Does the Town have any designated scenic areas or roads? If so, provide location and date of designation.

Response

Yes, two scenic roads have been designated within the Town effective February 11, 2009:

1. Baldwin Road, from the intersection with Ansonia Road (Route 243) to the Woodbridge town line for a total of 1.24 miles with frontage totaling 13,094.4 feet.
2. Greenway Road, from the intersection with Baldwin Road to the Woodbridge town line for a total of .61 miles with frontage totaling 6,441.6 feet.

CERTIFICATION OF SERVICE

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

Kenneth C. Baldwin, Esq.
Robinson & Cole LLP
280 Trumbull Street Hartford, CT 06103-3597
kbaldwin@rc.com

Timothy Parks
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Nicholas R. Bamonte

EXHIBIT A

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:

Geraldine A. Lupoli, Administratrix c.l.a, d.b.n. of the Estate of Helen M. Clark (also known as Clarke) Wallace, late of Woodbridge, deceased, 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 (the "Grant") immediately vested in the Trust upon the following property (the "Property"):

OPEN SPACE PARCEL A

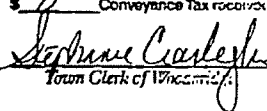
All that certain real property consisting of 6.3864 acres, more or less, in the Town of Woodbridge, County of New Haven and State of Connecticut, which property is more particularly described on Schedule A attached hereto and made a part hereof.

OPEN SPACE PARCEL B

All that certain real property consisting of 8.7466 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 B attached hereto and made a part hereof.

OPEN SPACE PARCEL C

All that certain real property consisting of 0.1269 acres, more or less, in the Town of Woodbridge, County of New Haven and State of Connecticut, known and designated as "Open Space 'C'", as shown on that certain map entitled "Resubdivision Map 2,854,456 S./F. 65.5293 Ac. Property of Helen M.C. Wallace 230 Peck Hill Road Woodbridge Connecticut", prepared for Woodbridge Estates, LLC, Scale 1"=100', made by Land Engineering Associates, Inc., dated February 16, 2000, Revised to

\$ Conveyance Tax received:

 Town Clerk of Woodbridge

December 4, 2001, and filed in the Woodbridge Land Records as Map No.

ACCESS EASEMENT TO WATER SUPPLY

The Grantor, her successors and assigns, reserve the right, privilege and authority to install, use and maintain pipes and all appurtenances thereto, including the right to lay, maintain, operate, construct, repair and replace the same in order to provide a source of water supply from the "Water Cistern", as shown on the parcel designated as "Open Space Parcel B" on that certain map entitled "Resubdivision Map 2,854,456 S./F. 65.5293 Ac. Property of Helen M.C. Wallace 230 Peck Hill Road Woodbridge Connecticut", prepared for Woodbridge Estates, LLC, Scale 1"=100', made by Land Engineering Associates, Inc., dated February 16, 2000, Revised to December 4, 2001, and filed in the office of the Woodbridge Town Clerk on December 28, 2001, as Map No. 607, to Lot No. 2 as shown on said map.

Together with the right to enter on the land within said easement at any time for the purpose of constructing, servicing, repairing, or replacing said piping and any appurtenances thereto or any material therein.

The said Grantee agrees for herself, her successors and assigns, that upon completion of any and all entries by her agents, servants or employees, she will restore the land within said easement to as nearly its present condition as possible commensurate with the above-provided use of the land at any time that it is necessary to disturb the surface thereon in connection with the servicing, repairing, or replacing of said pipes or appurtenances.

The rights and obligations created hereunder shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, provided however that the rights created herein shall terminate upon completion of a well on said Lot No. 2.

RECITALS

WHEREAS the Property has been held as timberland 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 (2000) of the Woodbridge Conservation Commission;

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 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 near the Property, the Town owns lands abutting the Property on both the East and the West, and the Property will be a significant link in the greenway system;

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, Maintenance Activities and Detention Basin 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

The Property shall be so identified in maps and informational publications that refer to the Property.

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, skating, non-motorized recreational trail use and similar activities which do not require a formalized, delineated playing field. 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.

(E) "Detention Basin Activities" means: any action, within the marked boundaries of that portion of the detention basin in Open Space Parcel A, needed to maintain the functioning of such basin and its appurtenances so long as this action does not impair the conservation value of the rest of the Property, in the event of which probable impairment Grantor and her successors and assigns shall request approval of same from the Trust, which approval shall not be unreasonably withheld.

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, rock except as may be necessary to carry out the Detention Basin Activities specifically described in Paragraph 5(F) of this Grant;

(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

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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, including any appropriate accessory signage, and access routes, and small sanitary and storage structures and fixtures reasonably necessary and appropriate to conduct such 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 siting of any Proposed Recreational Activities and 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 and access routes reasonably necessary and appropriate to conduct such activities. The Grantor and her successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Educational Activities on the Property, and agree to obtain the Trust's written, formal approval in advance with respect to the siting of any Proposed Educational Activities and 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.

(F) Detention Basin Activities necessary to maintain any pipe, swale, drainage structure, drainage facility, detention basin, or any appurtenance thereto ("detention basin") located within Open Space Parcel A as shown on Schedule A hereof, with physical boundaries of the basins to be clearly marked with iron pegs every fifty feet to differentiate the detention basin from the remainder of said Open Space Parcel A. The Grantor, for herself and her successors and assigns, shall have the right, privilege, authority and duty to (1) install, repair, replace, use, clean and maintain any detention basin; (2) drain surface waters; (3) cut and remove any vegetation or remove any physical condition which, in the sole discretion of Grantor and her successors and assigns interferes with or obstructs or is a hazard to any portion of a detention basin; (4) use within the confines of a detention basin whatever motorized vehicles or other equipment Grantor and/or her successors and assigns deem advisable to carry out the foregoing activities. The location of the Detention Basin is more particularly described in Schedule C.

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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.

With respect to Detention Basin Activities under (F) of this paragraph 5, the Trust shall have no right of approval, authority over, or responsibility for, any program or initiative, or lack thereof, except insofar as it may affect open space beyond the boundaries of a detention basin. Responsibility for Detention Basin Activities rests solely with the Grantor and/or her successors and assigns.

Nothing in this Paragraph 5 shall compromise or release the Trust from its authority and responsibility to assure that the overall objectives of this 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. 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.

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. Merger. The Grantor and the Grantee agree that the terms of this Grant shall survive any merger of the fee simple and the conservation restriction interest in the Property.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th

day of December, 2001.

GRANTOR

Signed, sealed and delivered
in the presence of:

[Signature]
A. M. M. M. M. M.
[Signature]
MICHAEL A. G. G. G.

Geraldine A. Lupoli, Adm'x (L.S.)
Geraldine A. Lupoli
Administratrix c.t.a., d.b.n. of the Estate
of Helen M. Clarke Wallace

State of Connecticut)
) ss.: Bridgeport
County of Fairfield)

On this the 17 day of December, 2001, before me, Austin W. Wolf, 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.

Austin W. Wolf
Austin W. Wolf
Commissioner of the Superior Court
Notary Public

~~My commission expires:~~

GRANTEE
THE WOODBRIDGE LAND TRUST, INC.

Accepted by: Robert A. Gregg

Its duly authorized: Designated Director

Signed, sealed and delivered
in the presence of:

Linda P. Hill
LINDA P. HILL

James E. Carloni
JAMES E. CARLONI

Robert A. Gregg (L.S.)
Robert A. Gregg

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

On this the 27th day of December, 2001, before me, Linda P. Cahill, the undersigned officer, personally appeared Robert A. Gregg, who acknowledged himself to be the Designated Director of the Woodbridge Land Trust, Inc., a non-profit corporation, and that he, as such Designated Director, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Designated Director.

In witness whereof I hereunto set my hand.

Linda P. Cahill
LINDA P. CAHILL
Commissioner of the Superior Court
Notary Public

My Commission Expires May 31, 2003

My commission expires:



VL0372PG206

SCHEDULE A

Open Space Parcel "A"

Map reference: "Resubdivision Map 2,854,456 S.F./65.5293 Ac. Property of Helen M. C. Wallace 230 Peck Hill Road, Woodbridge, Connecticut, Prepared For Woodbridgs Estates LLC, Scale 1" = 100', Date: Feb. 16, 2000, Revised to 12/4/01", prepared by Land Engineering Associates, Inc. and on file at the Woodbridge Land Records.

Beginning at a Point at the southeast corner of the subject property at a point marking the southwest corner of Lot 11 and the northerly line of adjoining Land now or formerly of Birmingham Utilities, Inc.:

thence N 87°01'30" W for 199.99 feet;
thence N 3°47'00" E for 81.67 feet;
thence N 1°52'13" W for 63.63 feet;
thence N 6°14'48" E for 43.32 feet;
thence N 18°03'22" E for 22.61 feet;
thence N 12°59'06" E for 71.42 feet;
thence N 8°07'42" E for 35.38 feet;
thence S 72°47'28" W for 227.34 feet;
thence S 80°30'40" W for 60.17 feet;
thence N 2°40'57" W for 296.77 feet;
thence N 80°47'04" E for 273.18 feet;
thence N 71°14'45" E for 90.04 feet;
thence N 41°38'21" E for 17.81 feet;
thence N 48°53'24" E for 80.00 feet;
thence N 56°45'36" E for 47.39 feet;
thence N 23°56'08" E for 35.97 feet;
thence N 11°49'23" E for 58.95 feet;
thence N 55°32'02" E for 9.66 feet;
thence S 74°36'37" E for 69.02 feet;
thence N 73°10'04" E for 21.76 feet;
thence S 24°23'10" W for 109.30 feet;
thence S 62°39'35" E for 128.34 feet;
thence S 75°02'52" E for 120.22 feet;
to the beginning of a horizontal curve,
the radius point of which bears
S 45°42'37" E, 60.00 feet;
thence southwesterly along said curve through a central angle of
37°15'41" for 39.02 feet;
thence N 67°48'46" W for 13.24 feet;
thence S 17°30'20" W for 153.74 feet;
thence S 82°11'07" W for 164.11 feet;
thence S 36°58'49" W for 100.63 feet;

VLO372PG207

thence S 3°47'00" W for 324.83 feet to the Point of Beginning.

Open Space Parcel "A" is bounded generally Southerly by Land now or formerly of Birmingham Utilities, Inc.;

thence generally Westerly, Southerly, Westerly again and Northerly by Land now or formerly of The Town of Woodbridge;

Thence generally Easterly and Northerly by Lot 9 of the said map;

Thence generally Easterly by Elderslie Lane of the said map;

thence generally Southerly, Easterly, Southerly again and Easterly again by Lot 11 of the said map to the Point of Beginning.

Open Space Parcel "A" contains 278,192 Square Feet or 6.3864 Acres.

Open Space Parcel "A" is subject to a Drainage and Access Easement "A" as depicted on said map.

SCHEDULE B

Open Space Parcel "B"

Map reference: "Resubdivision Map 2,854,456 S.F./65,5293 AC. Property of Helen N. C. Wallace 230 Peck Hill Road, Woodbridge, Connecticut, Prepared For Woodbridge Estates LLC, Scale 1" = 100', Date: Feb. 16, 2000. Revised to 12/4/01", prepared by Land Engineering Associates, Inc. and on file at the Woodbridge Land Records."

Beginning at a Point along the southerly side of "Elderslie Lane" at a point marking the northeasterly corner of Lot 18 and the northwesterly corner of the subject Open Space Parcel "B";

thence S 77°54'01" E for 141.98 feet;
to the beginning of a horizontal curve,
the radius point of which bears
N 12°05'59" E, 200.00 feet;
thence southeasterly along said curve through a central angle of
7°27'11" for 26.02 feet;
thence S 85°21'12" E for 67.78 feet;
to the beginning of a horizontal curve,
the radius point of which bears
S 4°38'48" W, 25.00 feet;
thence southeasterly along said curve through a central angle of
84°00'34" for 36.66 feet;
thence S 1°20'50" E for 3.27 feet;
thence S 4°35'53" W for 38.37 feet;
thence S 8°35'21" W for 48.99 feet;
thence S 12°11'39" W for 47.33 feet;
thence S 13°52'53" W for 39.38 feet;
thence S 12°20'42" W for 52.26 feet;
thence S 15°18'47" W for 85.11 feet;
thence S 15°24'19" W for 107.27 feet;
thence S 82°57'07" W for 18.60 feet;
thence S 15°29'16" W for 73.44 feet;
thence S 17°25'34" W for 91.34 feet;
thence N 87°34'30" W for 363.55 feet;
thence S 2°25'30" W for 200.00 feet;
thence N 87°34'30" W for 25.01 feet;
thence N 87°18'23" W for 357.66 feet;
thence N 87°49'30" W for 453.18 feet;
thence N 87°31'42" W for 25.49 feet;
thence N 79°13'23" W for 19.57 feet;
thence N 86°43'31" W for 152.09 feet;
thence N 45°45'58" W for 449.01 feet;
to the beginning of a horizontal curve,
the radius point of which bears
N 45°51'08" W, 60.00 feet;

VLO372PG209

thence northeasterly along said curve through a central angle of
65°27'27" for 68.55 feet;
to the beginning of a horizontal curve,
the radius point of which bears
N 68°41'25" E, 25.00 feet;
thence northeasterly along said curve through a central angle of
53°58'05" for 23.55 feet;
thence S 48°24'59" E for 75.86 feet;
thence S 57°53'05" E for 300.36 feet;
thence S 88°39'52" E for 252.85 feet;
thence S 71°43'19" E for 140.92 feet;
thence S 87°49'30" E for 252.38 feet;
thence S 87°21'42" E for 120.81 feet;
thence N 61°16'09" E for 268.33 feet;
thence S 87°34'30" E for 140.18 feet;
thence N 61°20'57" E for 265.14 feet;
thence N 9°31'02" W for 401.73 feet to the Northeasterly corner of Lot 18
and the Point of Beginning.

Open Space Parcel "B" is bounded generally Northerly by "Elderslie Lane";
thence Easterly by Peck Hill Road;
Thence Southerly and Easterly by Land now or formerly of Mary N. and Jamie C.
Horvath;
Thence Southerly by Land now or formerly of Insoo and Kyung M. Kang;
thence again Southerly by Land now or formerly of Birmingham Utilities, Inc.;
thence Southwesterly by Lot 12 on said map;
thence Westerly by "Elderslie Lane";
thence Northerly by Lots numbered 13, 14, 15, 16, 17 and 18 on said map;
thence Westerly again by said Lot 18.

Open Space Parcel "B" contains 381,000 Square Feet or 8.7466 Acres.

Open Space Parcel "B" is subject to a "Sight Line Easement" at Peck Hill
Road and to Drainage and Access Easement "B" at Elderslie Lane.

VLO372PG210

SCHEDULE C
DETENTION BASIN

Map reference: "Resubdivision Map 2,854,456 S.F./65,5293 Ac. Property of Helen M.C. Wallace 230 Peck Hill Road, Woodbridge, Connecticut, Prepared For Woodbridge Estates LLC, Scale 1" = 100', Date: Feb. 16, 2000, Revised to 12/04/01", prepared by Land Engineering Associates, Inc. and on file at the Woodbridge Land Records.

Beginning at North 36°06'05" W;
thence S 38°06'05" E for 50.38 feet;
thence S 84°32'32" E for 46.01 feet;
thence N 82°10'54" E for 140.76 feet;
thence N 16°56'05" E for 56.19 feet;
thence N 7°49'06" W for 53.04 feet;
thence N 57°08'38" W for 115.07 feet;
thence S 82°11'14" W for 27.01 feet
thence 47°53'44" W for 66.09 feet;
to a point at North 82°11'07" E.

002326

RECEIVED FOR RECORD

2001 DEC 29 PM 2:14

Stephanie Carlisle
WORKS

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 12th 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

James J. White
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.

VL0329PG288

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.

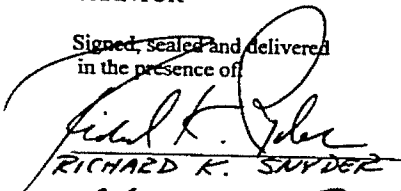
15. Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Connecticut.

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.

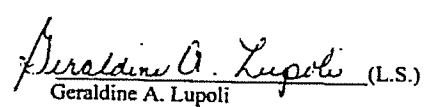
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of April, 2000.

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

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.

W.C. Longer
Commissioner of the Superior Court
Notary Public WILLIAM C. LONGER

~~My commission expires: -~~

GRANTEE

THE WOODBRIDGE LAND TRUST, INC.

Accepted by: Robert A. Long

Its duly authorized President

Signed, sealed and delivered
in the presence of:

John B. Cooper
JERRY B. COOPER
W.C. Longer
WILLIAM C. LONGER

John B. Cooper (L.S.)
JERRY B. COOPER

VL0329PG290

State of Connecticut)
County of New Haven)

ss.: Woodbridge

On this the 4th day of April, 2000, before me, PETER B. COOPER, the undersigned officer, personally appeared FRANK A. GERGA, 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.

Peter B. Cooper
Commissioner of the Superior Court
Notary Public - PETER B. COOPER

My commission expires:

SCHEDULE A VL0329PG291

Legal Descriptions

Date Prepared: 4/03/00

Map Referenced is entitled "Perimeter Survey Map of 8.635.215 S.P./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 308.13 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°36'59" E for 14.32 feet;

thence S 81°28'31" E for 117.52 feet;

thence S 86°49'54" E for 137.20 feet;

thence N 88°30'56" 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 W 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;

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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°10'37" W for 98.32 feet along old wire fence;
thence S 8°53'24" 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 36" 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 82.18 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;

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thence N 80°01'03" W for 125.77 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°43'36" 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°22'13" 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

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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. Amata Greco; by land now or formerly of Joseph P. Joan and Mariane Cinqunio; 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. Demander; thence Easterly: by land now or formerly of Gary N. and Elizabeth M. Wikfors; by land now or formerly of Alan and Joan Kliger; by land now or formerly of Jane D. Ruder; by land now or formerly of Jack and Gloria Kurek; 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 and 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
TOWN CLERK

37

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 the preservation of open space and water supply protection) 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.

The Town of Woodbridge, a municipal corporation located in Connecticut (the "Grantor") with QUIT-CLAIM COVENANTS, grants a conservation restriction, immediately vested in the South Central Connecticut Regional Water Authority (the "RWA") upon the following property (the "Property"):

All that certain real property consisting of 198 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 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, provides aesthetic and scenic enjoyment to members of the general public and is important public water supply watershed land;

WHEREAS by virtue of and the transfer of the fee simple title to the Property from the Estate of Helen M. Clarke(e), late of Woodbridge, deceased, to the Town of Woodbridge through a separate instrument on this date and the conservation restrictions imposed through this Grant and a similar grant made to the Woodbridge Land Trust, the Property 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 and public water supply watershed 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 and water supply protection is consistent with the policies of the Town of Woodbridge;

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

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

NOW, THEREFORE, the Grantor hereby gives, grants and confers to the RWA with QUIT-CLAIM COVENANTS a Conservation Restriction, immediately vested in the RWA 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 Grantor or its designee, which may be the Woodbridge Land 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 Grantor which refer to the Property. The above-described sign or an additional sign, shall recognize the financial contribution made to the protection of the Property by the RWA.

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 and protection of the watershed. 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, enhance the natural habitat and/or aesthetic and scenic quality of the Property or for protection of the watershed resources. Grantor, her successors and assigns, shall, either directly or in cooperation with the Woodbridge 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 itself and its 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, except as may be necessary to conduct the activities described in Paragraph 5 hereof;
- (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 RWA;
- (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; and

(O) The use of chemicals, herbicides, pesticides, fungicides, fertilizers and other agents, except as may be approved by the RWA to prevent any demonstrable adverse effect on the wildlife; waters, and other important conservation interests to be protected by this Easement.

5. Reserved Rights. The Grantor reserves for itself and its 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 its successors and assigns. The Grantor may designate the RWA to maintain or oversee public water supply watershed resources on the Property:

(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 its successors and assigns, agree to consult with the RWA concerning the siting of any proposed Public Recreational Activities on the Property and agree to obtain the RWA'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 its successors and assigns, agree to obtain the RWA'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 its 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 RWA, which approval shall not be unreasonably withheld. . The RWA shall have neither the duty nor authority to determine or oversee the details of the execution of such program or initiative. Nothing herein, including without limitation prohibitions set forth as (C), (D), (E), (G) or (H) of Paragraph 4 shall restrict the RWA from undertaking Forestry Activities and Maintenance Activities for the protection of the watershed resources. Nothing in this Paragraph shall compromise or release the RWA 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 RWA, 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 RWA 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 RWA's right to do so thereafter. The RWA, its successors and assigns, shall not be liable to the Grantor and its 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. 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 RWA that vests in the RWA as a result of this contribution shall be paid to the RWA. 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 its 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 RWA, 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.

8. 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 RWA.

9. Transfer. The RWA is prohibited from transferring this Grant, whether or not for consideration, unless the RWA 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.

10. Dissolution. In the event that the RWA 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.

11. Entire Agreement. This instrument sets forth the entire agreement between the Grantor and the RWA 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.

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 RWA 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.

14. 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 South Central Connecticut Regional Water Authority and its successors and assigns forever, to them and their own proper use and behoof.

Schedule "A"

Legal Descriptions

Date Prepared: 11/11/1999

Map Referenced is entitled "Perimeter Survey Map of 8,635,215 S.F./198.2373 Ac. Property of Helen M. C. Wallace, 211 Peck Hill Road, Woodbridge, Connecticut Prepared For U.S. Trust For Public Lands, Scale 1" = 200', Nov. 8, 1999", 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 308.13 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°36'59" 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°30'56" 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;

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°10'37" 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 36" 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 82.18 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;

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°43'36" 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°22'13" 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

Rana A. Coury-Raymond; by land now or formerly of Douglas H. and Susan Israel; and by land again now or formerly of Douglas H. and Susan Israel, each in part; thence Westerly: by land again now or formerly of Douglas H. and Susan Israel and by land now or formerly of Westbridge Association, LTD, each in part; thence Again 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. Amenta Greco; by land now or formerly of Joseph P, Joan and Mariane Cinquino; 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. Demander; thence Easterly: by land now or formerly of Gary H. and Elizabeth N. 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 Kurek; 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 again Easterly: by land now or formerly of The Woodbridge Conservation Trust Inc., 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 again Westerly and Southerly: by land now or formerly of the Estate of Gordon S. Haight; thence again Westerly: by Peck Hill Road.

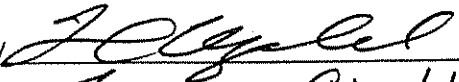
Subordination of Conservation Restriction

The South Central Connecticut Regional Water Authority, the grantee of a Grant of Conservation Restriction (the "Restriction") from the Town of Woodbridge, Connecticut pertaining to approximately 198 acres of real property in Woodbridge, Connecticut, which Restriction is filed with the Town of Woodbridge in _____ hereby agrees that said Restriction and the rights and privileges granted thereby shall be and hereby are subordinated and junior in right to a Conservation and Public Recreation Easement and Agreement given by the Town of Woodbridge to the State of Connecticut dated _____, to be filed herewith, (the "State's Easement"), to the same extent as if the said State's Easement had been executed and recorded prior in time to said Restriction.

Executed as a sealed instrument this 4th day of April, 2000.

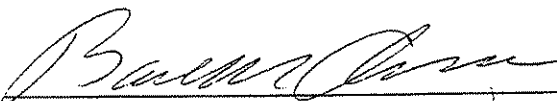
IN WITNESS WHEREOF, The South Central Connecticut Regional Water Authority has caused its name to be signed hereto by its VP - ER&T being duly authorized to do so, on the day and year first above written.


SOUTH CENTRAL CONNECTICUT
REGIONAL WATER AUTHORITY

By 
Thomas V. Chuplik

Title: V.P. ER&T

Signed, sealed and delivered in the presence of:


BARBARA M. SARANTOU


WILLIAM C. LONG

ACKNOWLEDGMENT

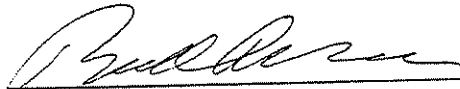
STATE OF CONNECTICUT)

)ss: Woodbridge
COUNTY OF MIDDLESEX)

On this the 4th day of April, 2000, before me, BARBARA A. SARRATONIO
the undersigned officer, personally appeared Thomas V. Chaplik who
acknowledge himself or herself to be the VP - RRYT of the South
Central Connecticut Regional Water Authority and being authorized to do so, did
execute and acknowledge the foregoing instrument to be the act and deed of the
South Central Connecticut Regional Water Authority as such

VP - RRYT

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



NOTARY PUBLIC

My commission expires:

BARBARA A. SARRATONIO
Commissioner of the Superior Court

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 5th day of May, 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 65.5855 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.

RECITALS

WHEREAS the Property has been held as timberland 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;

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;

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. 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, 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.

Whereas Thomas Wallace as Life Tenant and with the concurrence of the Estate, sold the merchantable standing timber through a registered forester to a timber company, and subsequently, the Trust purchased eleven or more large trees from the timber company to preserve specimen trees as future seeders, to protect certain artifacts on the land, and to preserve a more pleasing aspect to the Property, any Forestry Activity undertaken by the Grantor and her successors and assigns, must be approved by the Trust before any contract is let or any activity started.

(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 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, rock;
- (D) Changing the topography of the land except as may be necessary to conduct the activities described in Paragraph 4 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 4 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 4 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 4 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 4 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) Except as required for the rights reserved to the Grantor and the Grantor's successors and assigns under paragraph 4 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.

4. 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 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 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.

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 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.

6. Indemnification. The Grantor Geraldine A. Lupoli, Administratrix c.t.a., d.b.n. of the Estate of Helen M. Clark 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.

7. 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.

8. 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.

9. 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.

10. 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.

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 Grant, 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 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.

14. 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 21st

day of July, 1999.

GRANTOR

Signed, sealed and delivered
in the presence of:

William C. Carse
William C. Carse

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

Leslie Pair Aceto
Leslie Pair Aceto
State of Connecticut)

) ss.: Woodbridge
County of New Haven)

On this the 21st day of July, 1999, before me, Leslie Pair Aceto, 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.

Leslie Pair Aceto
Commissioner of the Superior Court
Notary Public

My commission expires:

GRANTEE

THE WOODBRIDGE LAND TRUST, INC.

Accepted by: Robert A. Grogg

Its duly authorized President

Signed, sealed and delivered
in the presence of:

William C. Longa
William C. Longa

Robert A. Grogg (L.S.)

Leslie Paine Arato
Leslie Paine Arato

State of Connecticut)

County of New Haven)

ss.: Woodbridge

On this the 21st day of July, 1999, before me, Leslie Paine Arato, the undersigned officer, personally appeared Robert A. Grogg, 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.

Leslie Paine Arato
Commissioner of the Superior Court
Notary Public

My commission expires:

VLO316PG092

SCHEDULE A

Beginning at a Point marked by an Iron Pipe at the westerly end of a Stone Wall at the Southwest Corner of the Subject Property, which is also at the Southeast Corner of land now or formerly of The Woodbridge Conservation Trust, Inc., being along the northerly boundary line of land now or formerly of Vito A. and Sunny Jean Luciani, said P.O.B. being 200.17' easterly from another Iron Pipe; thence along land now or formerly of The Woodbridge Conservation Trust, Inc. the following twenty courses and distances:

thence N 15°03'27" E for 65.03 feet to a Large Boulder;
thence N 8°11'42" W for 33.33 feet;
thence N 7°59'53" W for 63.50 feet along a Stone Wall;
thence N 11°36'22" W for 177.54 feet along a Stone Wall;
thence N 14°31'07" W for 153.59 feet along a Stone Wall;
thence N 54°40'21" W for 298.74 feet to an Iron Pipe;
thence N 0°07'07" W for 71.25 feet to an Iron Pin;
thence N 20°54'53" E for 43.06 feet to an Iron Pin;
thence N 41°31'53" E for 145.00 feet to an Iron Pin;
thence N 47°04'53" E for 52.25 feet to an Iron Pin;
thence N 59°14'53" E for 57.30 feet to an Iron Pin;
thence N 28°36'53" E for 82.20 feet to an Iron Pin;
thence N 16°56'54" E for 81.12 feet to an Iron Pin;
thence N 18°09'55" E for 62.00 feet to an Iron Pin;
thence N 13°51'23" E for 46.63 feet to an Iron Pin;
thence N 5°44'07" W for 33.60 feet to an Iron Pin;
thence N 7°51'53" E for 61.10 feet to an Iron Pin;
thence N 24°51'53" E for 67.30 feet to an Iron Pin;
thence N 42°47'53" E for 78.15 feet to an Iron Pin;
thence N 45°03'53" E for 178.50 feet to an Iron Pin;
thence along remaining land now or formerly of the Estate of Helen M.C. Wallace N 63°17'53" E for 281.53 feet to a Concrete Monument;
thence generally easterly along land now or formerly of Jose and Celeste Asis, along ~~along~~
land now or formerly of Chansak and Boonsri Laoteppitkas and along land now or
formerly of Richard and Patricia Rosenfeld, each in part and approximately along Remains
of Virginia Rail Fence the following four courses and distances:
S 49°51'41" E for 27.55 feet
thence S 78°46'41" E for 47.39 feet;
thence N 89°42'03" E for 260.05 feet;
thence S 37°28'40" E for 665.61 feet;

LAND NOW OR FORMERLY OF STANLEY D. and SIBBANE STIER,

VL0316PG093

thence generally southerly along land now or formerly of Florence M. Roberts, along Orchard Road, along land now or formerly of Robert F. and Stefany W. Schulz, along land now or formerly of James P. and Cathy B. Carley and along land now or formerly of Jeralea F. Hesse, each in part and approximately along Remains of Virginia Rail Fence the following two courses and distances:

S 2°34'37" E for 982.55 feet;

thence S 3°03'39" E for 621.50 feet to an Iron Pipe;

thence along a Stone Wall along land now or formerly of Bernard D. Zuckerman S 4°42'23" E for 255.39 feet to the Southeast corner of the subject property, being 47.27 feet northerly, as measured along a Stone Wall, from a Concrete Monument;

thence generally westerly along land now or formerly of Geraldene T. Giering, along land now or formerly of Moshe and Nancy Hasbani, along land now or formerly of Daniel M. and Susan P. Koenigsberg, along land now or formerly of Murray and Lorraine Geltman, along North Race Brook Road and along land now or formerly of Vito A. and Sunny Jean Luciano, each in part, the following nine courses and distances:

thence N 36°42'12" W for 142.17 feet along a line of Oak Trees ;

thence N 85°59'21" W for 72.42 feet along a Stone Wall;

thence N 87°43'46" W for 152.97 feet along a Stone Wall;

thence N 87°56'17" W for 165.49 feet along a Stone Wall;

thence N 85°54'51" W for 310.53 feet along Stone Wall Remains;

thence N 38°47'58" W for 145.75 feet along Stone Wall Remains;

thence N 86°19'56" W for 113.96 feet to a Concrete Monument;

thence N 88°00'07" W for 57.66 feet;

thence along a Stone Wall N 89°32'49" W for 442.11 feet along a Stone Wall to an Iron Pipe at the Point of Beginning.

Said Parcel contains 65.5855 Acres or 2,856,903 Square Feet.

Reference map: "Perimeter Survey Map of Property To Be Conveyed From Estate Of Helen M. C. Wallace To The Town Of Woodbridge, 65.5855 Acres, North Race Brook Road, Woodbridge, Connecticut, Scale 1" = 100', Feb. 19, 1999" prepared by Land Engineering Associates, Inc., Monroe, Connecticut.

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.

VL0316PG094

SCHEDULE A (continued)

2. Taxes on the Grand List of October 1, 1998 and thereafter, which taxes the said Grantee hereby assumes as part of the consideration for this deed.

3. Easement from Thomas Wallace Third as Executor under the Will of Helen M. Clark Wallace to Northeastern Gas Transmission Company dated March 4, 1952 and recorded March 17, 1952 in Volume 52 at page 10 of the Woodbridge Land Records.

4. Easement from Thomas Wallace Fourth to Northeastern Gas Transmission Company dated March 3, 1952 and recorded March 17, 1952 in Volume 52 at Page 17 of the Woodbridge Land Records.

5. Notes as contained on survey map of property known as #211 Peck Hill Road which map is recorded on the Woodbridge Land Records as map #485.

6. The possible rights of others to pass and repass over the Ancient Highway and/or the lane that ran from North Race Brook Road to Coachman's

RECEIVED FOR RECORD

July 21 1999 at 11:02 A
and RECORDED BY
Stephanie Leahy
TOWN CLERK

1511

EXHIBIT B

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.

VLO290PG311

(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

VLO290PG313

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 M. Billings

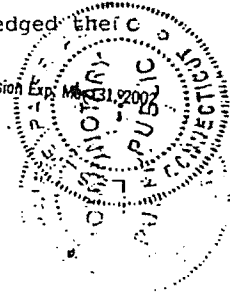
Signed, sealed and delivered in the presence of:

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 same to be his free act and deed, before me

Leslie Paier Acto
Notary Public - My commission expires:

My Commission Expires: 01/2002



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

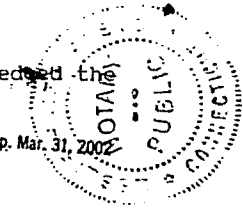
VLO290PG317

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 Arcto

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)

COUNTY OF NEW HAVEN)

ss Woodbridge

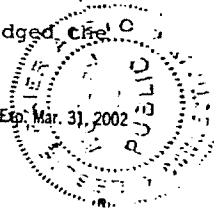
June 30, 1998

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 Arcto

Notary Public-My Commission Expires:

My Commission Exp. Mar. 31, 2002



RAG gcrbilli.ngs

VL0290PG318

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 Carlisle
1299 TOWN CLERK

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 1956, 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

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 snowmachines, 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. 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

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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

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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. Greenwalt
Carol J. Greenwalt

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)
1997)
COUNTY OF FAIRFIELD)

ss: Bridgeport April 30, 1997

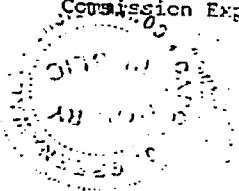
Personally Appeared, R. David Sanders and Austin K. Wolf, Trustee, signers of the foregoing instrument, and acknowledged the

same
to be their free act and deed, before me.

Carol J. Greenawalt
Carol J. Greenawalt

Commission Expires: 6/30/97

Notary Public-Ny



STATE OF CONNECTICUT)
) ss: Woodbridge May 5 1997
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.

Margaret P. Palotto

Notary Public
My Commission Expires:

MARGARET P. PALOTTO,
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1999

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 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°

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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

594

EXHIBIT C

V L 0 3 1 8 P G 1 6 5

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.

This grant is made by EDWARD S. RUSSELL, JR., of Woodbridge, Connecticut; MARTHA R. WHITLOCK, of Woodbridge, Connecticut; HOLLACE R. BEARD-HUNTING, of Little Rock, Arkansas; CAROL H. ALBEE, of Hot Springs, Arkansas; and GILLIAN H. BOEVE, of Sonoma, California, (hereinafter referred to as the "Grantors") to THE WOODBRIDGE LAND TRUST, INC., of Woodbridge, Connecticut, a non-stock, non-profit corporation organized under the laws of the State of Connecticut to preserve and protect the public interest (hereinafter referred to as the "Trust").

This grant concerns all of that certain piece or parcel of property consisting of 41 acres, more or less, situated in the Town of Woodbridge, in the County of New Haven and the State of Connecticut, which property is more particularly described on Schedule A annexed hereto, and is hereinafter referred to as the "Property." As described with more specificity below, the entire Property shall be subject to conservation restrictions.

Recitals:

WHEREAS, the Property has been held as open space for many years, contains the headwaters of Bladens River, is the 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 a 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, which 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 that 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 (1999) of the Woodbridge Conservation Commission; and

WHEREAS, the proposed open space use of the Property is consistent with conservation and land preservation programs conducted by the Trust, The Nature

Conveyance Tax
Amanda Rhye
Town Clerk of Woodbridge

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 non-profit, charitable organization, established in 1964, qualified as tax-exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of the Code, whose purposes include, *inter alia*, the preservation and conservation of property situated in the State of Connecticut; and

WHEREAS, the Trust conducts a conservation program which includes the acquisition of land and conservation easements relating to land deemed of special conservation significance, and it is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes; and

Whereas, the Trust, with the permission of the Grantors, has built an extensive boardwalk through the swamp on the Property;

NOW, THEREFORE, upon the consideration of the premises, and of the mutual covenants and agreements set forth herein, the Grantors hereby give, grant and confer to the Trust, and to its successors and assigns forever, 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 the "Peter M. Hunting Memorial." The Trust shall erect and maintain a sign to that effect at the main trail entrance to the Property or other visible location. The Property will be so identified in maps and informational publications distributed by the Trust which refer to the Property.

3. **Definitions and Limitations.**

(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, 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" is prohibited. Forestry 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, and 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.

4. **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 re-subdivision of the Property for any purpose;

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

(C). Filling, excavating, dredging, mining, drilling, or removal of topsoil, sand, gravel, or 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 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.

Except as required for the rights reserved to the Grantors and the Grantors' heirs and assigns under Paragraph 5 below, neither the Property nor any portion thereof shall be included as part of the gross area of other property not subject to this conservation restriction 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 the Conservation Restriction 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 heirs,

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 Activities, including the development and maintenance of 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, and personal fitness courses, and 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, for themselves and their heirs, successors, and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property and 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, and 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, for themselves and their heirs, 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 Grantors, and to their heirs, 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 after approval by the Board of Directors of the Trust of a formal detailed proposal submitted by the Grantors, or their heirs, successors or assigns, 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.

6. Inspection; Enforcement. The Grantors grant to the Trust, and to 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, and its successors and assigns, shall not be liable to the Grantors, or to their heirs, successors and assigns, or to any other person or entity for failure to enforce any provision of this Conservation Restriction or for any loss or injury to person or property suffered or incurred on the Property.

7. Indemnification. With the original Grantors 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 or assigns are required to pay or indemnify the Trust, or 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, and its successors and assigns, shall not be liable to the Grantors, or to their heirs, successors, or 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. 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 heirs, 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.

9. 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 heirs, successors and assigns of the Grantors and the Trust.

10. 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.

11. 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.

12. 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.

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 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 the Property set forth in this instrument.

15. 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 said Conservation Restriction, as described in this instrument, unto the Trust, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands on or as of the 5th day of August, 1999.

Signed, sealed and delivered in the presence of:

[Signature]
Reverdy Whitlock
[Signature]
Peter B. Cooper

[Signature] (L.S.) EJR
Edward S. Russell, Jr.

STATE OF CONNECTICUT)

) ss. Woodbridge

August 5, 1999

COUNTY OF NEW HAVEN

Personally appeared Edward S. Russell, Jr. of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

[Signature]
Peter B. Cooper: notary public
Commissioner of the Superior Court

My Commission Expires June 30, 2001

Signed, sealed and delivered in the presence of:

[Signature]
Reverdy Whitlock
[Signature]
Peter B. Cooper

[Signature] (L.S.)
Martha R. Whitlock

STATE OF CONNECTICUT)

) ss. Woodbridge

August 5, 1999

COUNTY OF NEW HAVEN

Personally appeared Martha R. Whitlock, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

[Signature]
Peter B. Cooper: notary public
Commissioner of the Superior Court

My Commission Expires June 30, 2001



Signed, sealed and delivered
in the presence of:

Ann Roalson
Kim Johnson

Hollace R. Beard-Hunting (L.S.)
Hollace R. Beard-Hunting

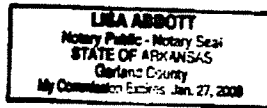
STATE OF ARKANSAS)
Garland ss.
COUNTY OF PULASKI)

August 7, 1999

Personally appeared Hollace R. Beard-Hunting, one of the signers and sealers of
the foregoing instrument, and acknowledged the same to be her free act and deed, before
me.

Lina Abbott

Notary Public



Signed, sealed and delivered
in the presence of:

David Keller
Meg Whiteley

Carol H. Albee (L.S.)
Carol H. Albee

STATE OF ARKANSAS)
Garland ss.
COUNTY OF PULASKI)

August 7, 1999

Personally appeared Carol H. Albee, one of the signers and sealers of the
foregoing instrument, and acknowledged the same to be her free act and deed, before me.

Melvin L. Posey

Notary Public



Signed, sealed and delivered
in the presence of:

Laurie Larson *Gillian H. Boeve* (L.S.)
Becky Elster Gillian H. Boeve

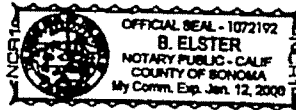
STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

August 7, 1999

Personally appeared Gillian H. Boeve, one of the signers and sealers of the
foregoing instrument, and acknowledged the same to be her free act and deed, before me.

Becky Elster

Notary Public



ACCEPTANCE BY GRANTEE

THE WOODBRIDGE LAND TRUST, INC., hereby accepts the foregoing
grant of conservation restrictions and agrees to be bound by all of the terms and
conditions applicable to the grantee hereunder.

Executed in the presence of:

William C. Conner
Robert A. Gagg
WILLIAM C. CONNER
ROBERT A. GAGG

Accepted by:
Robert A. Gagg
its hereunto duly authorized
Robert A. Gagg

STATE OF CONNECTICUT)
) ss. Woodbridge
COUNTY OF NEW HAVEN)

August 12, 1999

Personally appeared *Robert A. Gagg*, the PRESIDENT of
The Woodbridge Land Conservation Trust, Inc., signer of the foregoing instrument, and
acknowledged the same to be the free act and deed of the said The Woodbridge Land
Conservation Trust, Inc., and of himself as its PRESIDENT, before me.

Robert A. Gagg

Commissioner of the Superior Court/Notary Public

VL0318PG173

SCHEDULE A

Property Description: 375 Newton Road, Woodbridge

All that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven and the State of Connecticut, which is Lot #9 in a subdivision known as "Little Meadow," and is partially shown on a map entitled "Little Meadow, Woodbridge, Conn., Scale 1 in. = 100ft., Oct. 20, 1961, November 3, 1961" by Frederick C. Hahn, which map is on file in the Land Records in the Town of Woodbridge, hereinafter referred to as the "Little Meadow map."

Said parcel is more particularly bounded and described as follows:

- EASTERLY by Newton Road, 574.1 feet;
- SOUTHERLY by land now or formerly of Mary T. Colby, as shown on the Little Meadow map;
- SOUTHEASTERLY by land now or formerly of Mary T. Colby, as shown on said map;
- SOUTHWESTERLY by Seymour Road;
- NORTHWESTERLY by land of the State of Connecticut;
- SOUTHWESTERLY by land of the State of Connecticut;
- SOUTHEASTERLY by land of the State of Connecticut;
- SOUTHWESTERLY by Seymour Road;
- NORTHERLY by Sanford Road;
- EASTERLY by Lot #1 as shown on the Little Meadow Map, 330.6 feet;
- SOUTHERLY by Lot #4, as shown on said map, 158.08 feet;
- SOUTHEASTERLY by Lot #5, as shown on said map, 462.17 feet;
- SOUTHEASTERLY by Lot #6, as shown on said map, 300 feet;
- NORTHEASTERLY by Lot #6, as shown on said map, 325 feet;
- NORTHWESTERLY and WESTERLY by Lot #6, as shown on said map, following the easterly boundary of Lot #6 to its intersection with the street line of Meadow Brook Road;

VL0318PG174

Property Description: 375 Newton Road, Woodbridge (continued)

thence following the line of a cul-de-sac forming the present southerly terminus of Meadow Brook Road, identified on said map as "Temporary easement to be granted to the Town of Woodbridge until Meadow Brook Road is extended to the South," and continuing along the easterly street line of Meadow Brook Road to its intersection with the southwesterly boundary line of Lot #7, as shown on said map;

NORTHEASTERLY by Lot #7, as shown on said map, 411.82 feet;

WESTERLY by Lot #7, as shown on said map, 106.7 feet;

NORTHERLY by Lot #8, as shown on said map, 290 feet;

Said premises are conveyed together with and subject to such easements and rights of way as are shown on said map, or as may exist.

The above property is the same premises as that referred to as the "Fourth Piece" in a certain Certificate of Devise of the Estate of Edward S. Russell, dated May 29, 1962, and recorded in the Woodbridge Land Records in Volume 43 at Page 501, less those parcels shown as Lots 1 through 8 on the Little Meadow Map.

RECEIVED FOR RECORD

August 12, 1989 at 9:50 A
and RECORDED BY
TOWN CLERK
1719

Russell//description2

W0318PG176

Signed, sealed and delivered
in the presence of:

Ann Robbins
Kim Johnson

Hollace R. Beard-Hunting (L.S.)
Hollace R. Beard-Hunting

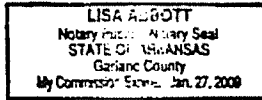
STATE OF ARKANSAS)
(Garland) ss.
COUNTY OF ~~PULASKI~~

August 7, 1999

Personally appeared Hollace R. Beard-Hunting, one of the signers and sealers of the foregoing quit-claim deed, and acknowledged the same to be her free act and deed, before me.

Lisa Abbott

Notary Public



Signed, sealed and delivered
in the presence of:

Neg Wubleskey
Dan Kolbe

Carol H. Albee (L.S.)
Carol H. Albee

STATE OF ARKANSAS)
(Garland) ss.
COUNTY OF ~~PULASKI~~

August 7, 1999

Personally appeared Carol H. Albee, one of the signers and sealers of the foregoing quit-claim deed, and acknowledged the same to be her free act and deed, before me.

Melvin L. Posey

Notary Public



VL0318PG178

SCHEDULE A

Property Description: 375 Newton Road, Woodbridge

All that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven and the State of Connecticut, which is Lot #9 in a subdivision known as "Little Meadow," and is partially shown on a map entitled "Little Meadow, Woodbridge, Conn., Scale 1 in. = 100ft., Oct. 20, 1961, November 3, 1961" by Frederick C. Hahn, which map is on file in the Land Records in the Town of Woodbridge, hereinafter referred to as the "Little Meadow map."

Said parcel is more particularly bounded and described as follows:

- EASTERLY by Newton Road, 574.1 feet;
- SOUTHERLY by land now or formerly of Mary T. Colby, as shown on the Little Meadow map;
- SOUTHEASTERLY by land now or formerly of Mary T. Colby, as shown on said map;
- SOUTHWESTERLY by Seymour Road;
- NORTHWESTERLY by land of the State of Connecticut;
- SOUTHWESTERLY by land of the State of Connecticut;
- SOUTHEASTERLY by land of the State of Connecticut;
- SOUTHWESTERLY by Seymour Road;
- NORTHERLY by Sanford Road;
- EASTERLY by Lot #1 as shown on the Little Meadow Map, 330.6 feet;
- SOUTHERLY by Lot #4, as shown on said map, 158.08 feet;
- SOUTHEASTERLY by Lot #5, as shown on said map, 462.17 feet;
- SOUTHEASTERLY by Lot #6, as shown on said map, 300 feet;
- NORTHEASTERLY by Lot #6, as shown on said map, 325 feet;
- NORTHWESTERLY and WESTERLY by Lot #6, as shown on said map, following the easterly boundary of Lot #6 to its intersection with the street line of Meadow Brook Road;

VL0318PG179

Property Description: 375 Newton Road, Woodbridge (continued)

thence following the line of a cul-de-sac forming the present southerly terminus of Meadow Brook Road, identified on said map as "Temporary easement to be granted to the Town of Woodbridge until Meadow Brook Road is extended to the South," and continuing along the easterly street line of Meadow Brook Road to its intersection with the southwesterly boundary line of Lot #7, as shown on said map;

NORTHEASTERLY by Lot #7, as shown on said map, 411.82 feet;

WESTERLY by Lot #7, as shown on said map, 106.7 feet;

NORTHERLY by Lot #8, as shown on said map, 290 feet;

Said premises are conveyed together with and subject to such easements and rights of way as are shown on said map, or as may exist.

The above property is the same premises as that referred to as the "Fourth Piece" in a certain Certificate of Devise of the Estate of Edward S. Russell, dated May 29, 1962, and recorded in the Woodbridge Land Records in Volume 43 at Page 501, less those parcels shown as Lots 1 through 8 on the Little Meadow Map.

RECEIVED FOR RECORD

August 12, 1977 at 9:52 A

and RECORDED BY

Janet A. Ryle
TOWN CLERK
1977

Russell/description2

EXHIBIT D

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

KNOW YE, THAT, BERNARD A. PELLEGRINO AND JOSEPH H. PELLEGRINO, both of the Town of Hamden, **NICHOLAS J. BUA**, of the Town of Madison and **ROBERT J. MARLOWE**, of the Town of Woodbridge, all of the County of New Haven, and State of Connecticut, **PAUL B. MARLOWE BY KEVIN S. O'NEILL**, his attorney in fact, of the Town of Naples, County of Collier and State of Florida, (hereinafter referred to as "Grantors"), for the consideration of **ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00)** received to the full satisfaction of the Grantors, do hereby give, grant, bargain, sell and confirm unto **THE TOWN OF WOODBRIDGE**, a municipal corporation with the address of 11 Meetinghouse Lane, Woodbridge, Connecticut 06525, (hereinafter referred to as "Grantee"), and unto the Grantee's successors, and assigns forever:

All that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, County of New Haven and State of Connecticut known as Lot No. 10 on a certain map entitled Final Subdivision Plan Round Hill and more particularly described in Schedule "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the premises hereby conveyed with the appurtenances thereof, unto the Grantee and unto its successors, and assigns forever, to its and their own proper use and behoof.

AND ALSO, the Grantors do for themselves, their heirs, administrators, successors, and assigns covenant with the Grantee, and its successors, and assigns, that at and until the ensembling of these presents, the Grantors are well seized of the premises as a good indefeasible estate in **FEE SIMPLE**; have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above stated.

AND FURTHERMORE, the Grantors do by these presents, bind themselves and their heirs, administrators, successors, and assigns forever, to **WARRANT AND DEFEND** the premises hereby conveyed to the Grantee, its successors, and assigns, against all claims and demands whatsoever, except as above stated.

1351
Conveyance Tax received
Thomas Wilbur
Town Clerk of Woodbridge

Kevin F. Devine
KEVIN F. DEVINE

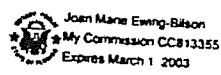
Nicholas J. Bua
NICHOLAS J. BUA

Joan M.E. Bitson
JOAN M.E. BITSON

STATE OF FLORIDA)
COUNTY OF Collier) ss: *7th* May, 1999

Personally appeared, NICHOLAS J. BUA, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Joan M.E. Bitson
Notary Public
My Commission Expires:



STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss: *10* New Haven May, 1999

Personally appeared, ROBERT J. MARLOWE, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Frank M. Morgillo
FRANK M. MORGILLO
COMMISSIONER OF SUPERIOR COURT

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss: *25* New Haven May, 1999

Personally appeared, PAUL B. MARLOWE, BY KEVIN S. O'NEILL, his attorney in fact, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such attorney in fact and the free act and deed of his principal, before me.

Kevin S. O'Neill
FRANK M. MORGILLO
COMMISSIONER OF SUPERIOR COURT

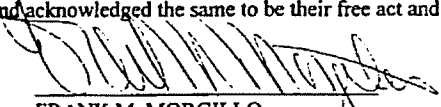
VL0311PG366

STATE OF CONNECTICUT)

) ss: New Haven, May 10, 1999

COUNTY OF NEW HAVEN)

Personally appeared, **BERNARD A. PELLEGRINO AND JOSEPH H. PELLEGRINO**, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me.



FRANK M. MORGILLO
COMMISSIONER OF SUPERIOR COURT

VL0311PG367

Schedule "A"

All that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, County of New Haven and State of Connecticut, being Lot No. 10 on a certain map entitled "FINAL SUBDIVISION PLAN ROUND HILL WOODBRIDGE-BETHANY, CONNECTICUT, DATE: APRIL 12, 1979 SCALE 1" = 100' REVISIONS: MAY 31, 1979, JUNE 14, 1979, OCTOBER 18, 1979, NOVEMBER 2, 1979, NOVEMBER 27, 1979, DECEMBER 6, 1979, DECEMBER 28, 1979", Angus L. MacDonald & Associates, Inc., Engineers-Planners-Surveyors, Old Saybrook, Connecticut, Sheet 1 and Sheet 2 of 2 on file in the Woodbridge Town Clerk's Office to which reference is hereby made for a more particular description of said lot.

Said premises are also known as 31 Enqch Drive.

Together with the non-exclusive right and subject to the rights of others to use for purposes of access, ingress and egress only, the existing paved private road running easterly from Enoch Drive the full distance and being a part of said lot 10 as shown on said map.

Together with a right of way for purposes of ingress, access, and egress on foot or with vehicles over all roadways as shown on said map. A portion of said premises is subject to the actual placement of the private road adjoining the property.

Together with and subject to certain drainage rights as set forth in a grant from Carafa Builders, Inc. et al to Robert J. Marlowe, et al, dated August 22, 1960 and recorded in Volume 68, Page 418 of the Woodbridge Land Records.

Said premises are subject to:

1. Building lines if established, all laws, ordinances or governmental regulations, including and zoning ordinances affecting said premises.
2. Taxes on the List of October 1, 1998, not yet due and payable.
3. The title to a portion of said premises is a leasehold interest held by the Grantors pursuant to the terms of a 999 year lease between a Committee appointed by the Society of Amity and Samuel Osborn and Enoch Newton, dated May 2, 1785 and recorded in Volume 1 Page 311 of the Woodbridge Land Records, and as more particularly described in a certain deed from Bevil P. Smith to Joseph Hale, dated April 22, 1851 and recorded in Volume 18 Page 657 of the said Land Records. Reference to which is hereby made for more particulars concerning the same.
4. Together with a right of way for purposes of ingress, access, and egress on foot or with vehicles over all roadways as shown on said map. A portion of said premises is subject to the actual placement of the private road adjoining the property.
5. Together with and subject to certain drainage rights as set forth in a grant from Carafa Builders, Inc. et al to Robert J. Marlowe, et al, dated August 22, 1960 and recorded in Volume 68, Page 418 of the Woodbridge Land Records.
6. Agreement not to cut down or destroy trees thereon, as set forth in a deed from The First National Bank and Trust Company, Trustee to Harold A. Brooks dated June 2, 1939 and recorded in Volume 44 Page 196 of the Woodbridge Land Records.
7. Certain slope and drainage easements as set forth in a grant from The First National Bank and Trust Company of New Haven, Trustee to the State of Connecticut, dated January 31, 1940 and recorded in Volume 44 Page 319 of the Woodbridge Land Records.

RECEIVED FOR RECORD

Mr 728,999 at 3:14P

and RECORDED BY

Christina Williams
Asst TOWN CLERK

-5-

1023

EXHIBIT E

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:

[Signature]
Witness *Walter C. Lopez*

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

[Signature]
Notary Public - My commission expires:
APRIL 11, 2006

