

HALLORAN
& SAGE LLP
ATTORNEYS AT LAW

PETER G. BOUCHER Direct 860 297-4650 boucher@halloran-sage.com

January 20, 2005

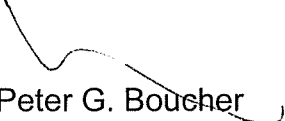
Pamela B. Katz, PE
Chairman
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 272

Dear Chairman Katz:

Enclosed for your records is the Statement of Wallingford Mayor William W. Dickinson, Jr. (w/attachments) presented to the Connecticut Siting Council at its public hearing on January 19, 2005. Additional copies of the enclosed statement were separately provided to staff member Fred O. Cunliffe at the hearing for distribution to the Council and its staff.

Very truly yours,



Peter G. Boucher

PGB/pab

cc: Service List
635740

**STATEMENT OF WALLINGFORD MAYOR WILLIAM W. DICKINSON, JR.
TO THE CONNECTICUT SITING COUNCIL**

January 19, 2005

Good Morning, Madam Chairman and members of the Council.

In a letter to the Council dated July 19, 2004, I urged the Council to consider an all-underground route in Wallingford for the transmission lines under review in this proceeding. I am here today to explain my reasons for advocating that position.

First, with over ten miles of the proposed transmission route within its borders (the most of any town), Wallingford may possibly contain the largest number of protected statutory facilities under Public Act 04-246, of any town. I am providing the Council today with a list of such facilities, primarily Residential Areas, some of which the Applicants have conceded as such. Although I cannot be certain that this is an exhaustive list, the list does illustrate the large number of Wallingford neighborhoods which would be dramatically and adversely impacted by the proposed overhead 345 kV lines.

Second, there is also Town-owned property which would be severely and adversely impacted by the proposed overhead 345 kV lines. I have personal knowledge of this property because in my capacity as Mayor, I have worked with the Town Council, Conservation Commission and others to acquire open space lands for the benefit of the public and the preservation of land.

For many years, Wallingford has owned Vietnam Veterans Park on East Center Street. In January, 2002, after years of negotiations, Wallingford purchased adjacent land - the Williams Farm - for \$1,200,000.00. The Williams Farm consists of approximately 94 acres of gentle hills and wetlands. Wallingford purchased the Williams Farm with its own funds, with assistance from the State of Connecticut's Protected Open Space and Watershed Land Acquisition Grant Program. The property is owned by the Town subject to a Conservation and Public Recreation Easement and Agreement with the State of Connecticut, which I am providing to you. The Town and the State both recognized that the preservation of the Williams Farm would "yield a significant public benefit for passive recreation and open space protection." Furthermore, that easement requires the land to be held in perpetuity in its natural and scenic state for the protection of natural resources. In fact, under the Agreement, the Town would not be permitted to install any electrical lines on the property. I am providing the Council with an attachment describing the Williams Farm in greater detail.

CL&P also has an easement which runs through the northerly portion of the Williams Farm. At the time the Town negotiated the purchase of the property and at present, CL&P has one 345-kV transmission line within its easement. An additional 345-kV line, if installed over the Williams Farm, is incompatible with the preservation of the land in its natural state. The installation of an additional 345-kV line would also be contrary to the underlying state policy of open space protection. I am providing you with pictures of the Williams Farm land and the abutting Town-owned Park, evidencing the magnificent views which would be impacted by the additional 345 kV lines on a second row of towers.

There is no question in my mind that the addition of another 345-kV line will adversely affect the residents of the identified neighborhoods, and the scenic and recreational value of the Williams Farm and Veteran's Park, to the detriment of Wallingford citizens and the State of Connecticut.

Mayor William W. Dickinson, Jr

Attachments:

“Potentially Impacted Properties within the Town of Wallingford;”
“Conservation and Public Recreation Easement and Agreement;” and
“Lot Sketch”

POTENTIALLY IMPACTED PROPERTIES
WITHIN THE TOWN OF WALLINGFORD

I. Statutory Facilities per Public Act 04-246 in the Town of Wallingford

Map Sheet 9 of 10 dated July 22, 2004

A. Cross Section 2 – Oxbow Junction to Beseck Switching Station

<u>Facility Mapped</u>	<u>Includes</u>
R 70	Valley View Drive Cliffside Drive

B. Cross Section 5 – Beseck Switching Station to E. Wallingford Junction

<u>Facility Mapped</u>	<u>Includes</u>
R03	High Hill Road Whiskey Wind Road Marie Lane
R04	South High Hill Road
R05	North Williams Road
R06	Williams Road Pagano Road
S01	Rock Hill School
DC-80	Day Care Center

Map Sheet 7 of 10 dated July 21, 2004

<u>Facility Mapped</u>	<u>Includes</u>
(No Facility Mapped)	Stonybrook Road Aimie Lane Shweky Court Prizzi Road
R13	Mulligan Drive

C. Cross Section 6 (East) – E. Wallingford Junction to North Haven Junction

Facility Mapped

Includes

(No Facility Mapped)

Pogmore Drive

R14-

Mariot Circle
Park Lane
Docker Drive
Ashford Court

D. Cross Section 7 – Wallingford Junction to Cheshire Town Line

Facility Mapped

Includes

R07

Nod Brook Road
Woods Edge Circle
Ashley Lane
Mansion Road

II. Town-Owned Property – Williams Farm

The Williams Farm consists of 93.7 acres. Four streams flow through the low areas, then converge and flow into the Muddy River, one-half mile to the east. The farm is within the Muddy River Watershed (the Town's principal public water supply) and is within a Watershed Protection District. To the north and south, the topography of the site rises, creating a natural basin roughly in the middle, with extensive wetlands that are important for wildlife habitat and potentially, water supply quality. The property is located directly to the east of the Muddy River/Tyler Recreation and Conservation Area, the Town's largest assemblage of contiguous park and open space lands.

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

MUNICIPALITY OF WALLINGFORD WILLIAMS FARM ACQUISITION OSA-181

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

WHEREAS, The Town of Wallingford holds title to 93.723± acres of real property, formerly of Dwight Williams & Son, Inc. of Wallingford, Connecticut.

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to regionally significant water related recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Wallingford is consistent with the DEP's conservation and preservation interests, and the Town of Wallingford has a shared interest with DEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Protected Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Protected Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent conservation easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Protected Open Space and Watershed Land Acquisition Grant Program and which conservation easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the conservation easement shall be in favor of the State acting through the Commissioner of Environmental Protection.

WHEREAS, such conservation easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the grantor.

WHEREAS, the Town of Wallingford and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Wallingford;

NOW, THEREFORE, the TOWN OF WALLINGFORD a municipal corporation having its territorial limits within the County of New Haven and State of Connecticut, (the "Grantor"), for One Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, do hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Wallingford, County of New Haven, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

Development, Improvements and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities, and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat,

b) _____

c) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

d) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;

2) The right to grant access to the site for research;

3) Use of the property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting, non-motorized boating and environmental education.

Grantor agrees to develop and maintain _____

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, Holder is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor. In accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by Chemical Bank of New York or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Holder or any pending transfer at least thirty (30) days in advance.

8. Miscellaneous.

- a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.
- b) If any provision(s) of this Conservation and Public Recreation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation and Public Recreation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- c) Any uncertainty in the interpretation of this Conservation and Public Recreation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.
- d) If this Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

- a) This Conservation and Public Recreation Easement granted hereby constitutes a conservation restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42, as amended, this Conservation and Public Recreation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation and Public Recreation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Public Recreation Easement granted hereby may be enforced at law or in equity.
- b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation and Public Recreation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.
- c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation and Public Recreation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.
- d) The terms and conditions of said easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation and Public Recreation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.
- e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

15. NOTICES. Any notice to holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to each of the following:

Town of Wallingford
Municipal Building
45 South Main Street
P.O. Box 427
Wallingford, CT 06492-0427

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation and Public Recreation Easement and the conservation or recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation and Public Recreation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, the parties hereto have set their hands,

TOWN OF WALLINGFORD

William W. Dickinson, Jr. 4/19/04
Date
William W. Dickinson, Jr.
Mayor
Duly Authorized

WITNESS

Signature
Name in print

Paul B. Green
Name Paul B. Green

Joan M. Stave
Name Joan M. Stave



STATE OF CONNECTICUT)

COUNTY OF NEW HAVEN)

SS. TOWN OF WALLINGFORD

The foregoing instrument was acknowledged before me this 19th day of April, 2004, by William W. Dickinson, Jr., Mayor, Town of Wallingford, County of New Haven and State of Connecticut.

Joan M. Stave
Commissioner of the Superior Court
Notary Public
My Commission Expires 6/30/04

The foregoing Conservation Easement is accepted this _____ day of _____, 2003, by David K. Left, Deputy Commissioner, Department of Environmental Protection, Pursuant to Connecticut General Statute 7-131d(e).

STATE OF CONNECTICUT

Date
David K. Left
Deputy Commissioner
Department of Environmental Protection

WITNESS

Signature
Name in print

Name

Name

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

SS. CITY OF HARTFORD

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by David K. Left, Deputy Commissioner, Department of Environmental Protection, State of Connecticut for the State of Connecticut.

Commissioner of the Superior Court
Notary Public
My Commission Expires _____



STATUTORY AUTHORITY
Connecticut General Statutes
Section 7-131d(e)

APPROVED AS TO FORM
Richard Blumenthal
Attorney General

By: William B. Gundling
Associate Attorney General

SCHEDULE A

The land upon which permanent conservation will be placed by the Town of Wallingford is described further by means of the following property description.

Area: 4,082,595 square feet. 93.723 acres

A certain parcel of land located in the Town of Wallingford, County of New Haven and State of Connecticut, being more particularly bounded and described as follows:

Beginning at a point on the southwesterly streetline of East Center Street at the division line between Lot 1 and Lot 2:

thence running South 24°-45'-50" East 26.99 feet to a point, thence turning and running South 40°-39'-54" East 80.00 feet to a point, thence turning and running South 32°-36'-21" East 127.84 feet to a point, thence turning and running South 27°-49'-22" East 232.38 feet to a point, thence turning and running South 31°-40'-56" East 88.48 feet, all along the southwesterly streetline of East Center Street, to a point;

thence running South 28°-24'-37" West 69.84 feet to an iron pipe, thence turning and running South 03°-31'-39" West 72.70 feet to a point, thence turning and running South 22°-09'-34" West 77.54 to a point, thence turning and running South 27°-59'-27" West 321.03 feet to a point, thence turning and running South 40°-54'-50" West 274.85 feet to a point, thence turning and running South 14°-14'-21" West 358.54 feet to a point, thence turning and running South 21°-56'-10" West 50.97 feet to a point, thence turning and running South 50°-33'-03" West 768.42 feet, all along land now or formerly of the Town of Wallingford, to a point;

thence running South 87°-57'-38" West 6.00 feet to a point, thence turning and running South 36°-53'-48" West 184.71 feet to a point, thence turning and running South 39°-44'-23" West 325.10 feet to a point, thence turning and running South 36°-06'-23" West 106.19 feet to a point, thence turning and running South 53°-31'-23" West 133.45 feet to a point, thence turning and running South 69°-32'-23" West 15.97 feet to a point, thence turning and running South 81°-00'-23" West 102.86 feet to a point, thence turning and running South 24°-21'-23" West 329.72 feet to a point, thence turning and running South 25°-29'-23" West 105.59 feet, all along land now or formerly of Deborah J. Marcantonio, to a point;

thence running North 50°-22'-46" West 346.61 feet to a point, thence turning and running North 56°-04'-28" West 198.76 feet to a point, thence turning and running North 52°-20'-09" West 90.92 feet to a point, thence turning and running North 42°-34'-12" West 125.29 feet to a point, thence turning and running North 41°-08'-39" West 121.96 feet to a point, thence turning and running North 38°-54'-12" West 114.12 feet to a point, thence turning and running North 10°-19'-18" West 68.73 feet, all along the northeasterly streetline of Tamarac Swamp Road, to a point;

thence running North 21°-31'-52" East 55.87 feet to a point, thence turning and running North 30°-12'-06" East 260.49 feet to a point, thence turning and running North 18°-49'-44" East 104.44 feet to a point, thence turning and running North 12°-39'-36" East 201.03 feet to a point, thence turning and running North 16°-09'-32" East 73.94 feet to a point, thence turning and running North 19°-07'-10" East 79.24 feet to a point, thence turning and running North 28°-20'-18" East 153.38 feet to a point, thence turning and running North 31°-13'-34" East 136.35 feet to a point, thence turning and running North 34°-17'-45" East 125.00 feet to a point, thence turning and running North 30°-32'-15" East 46.17 feet to a point, thence turning and running North 35°-18'-19" East 197.32 feet to a point, thence turning and running South 55°-03'-47" East 14.00 feet to a point, thence turning and running North 34°-56'-13" East 203.22 feet to a point, thence turning and running along a counterclockwise curve, having a radius of 1457.39 feet, 254.15 feet to a point, thence turning and running North 24°-56'-43" East 67.40 feet, all along the southeasterly streetline of Tamarac Swamp Road, to an iron pipe;

thence running South 64°-26'-16" East 200.00 feet to a point, thence turning and running North 25°-33'-44" East 200.00 feet to an iron pipe, thence turning and running North 64°-26'-16" West 200.00 feet, all along land now or formerly of Kathleen A. Brenner, to an iron pipe;

thence running North 25°-33'-44" East 164.72 feet to a point, thence turning and running North 07°-10'-24" West 28.15 feet, all along the southeasterly streetline of Tamarac Swamp Road, to a point;

thence running North 44°-43'-22" East 387.40 feet along land now or formerly of Tilcon Connecticut, Inc. to a point;

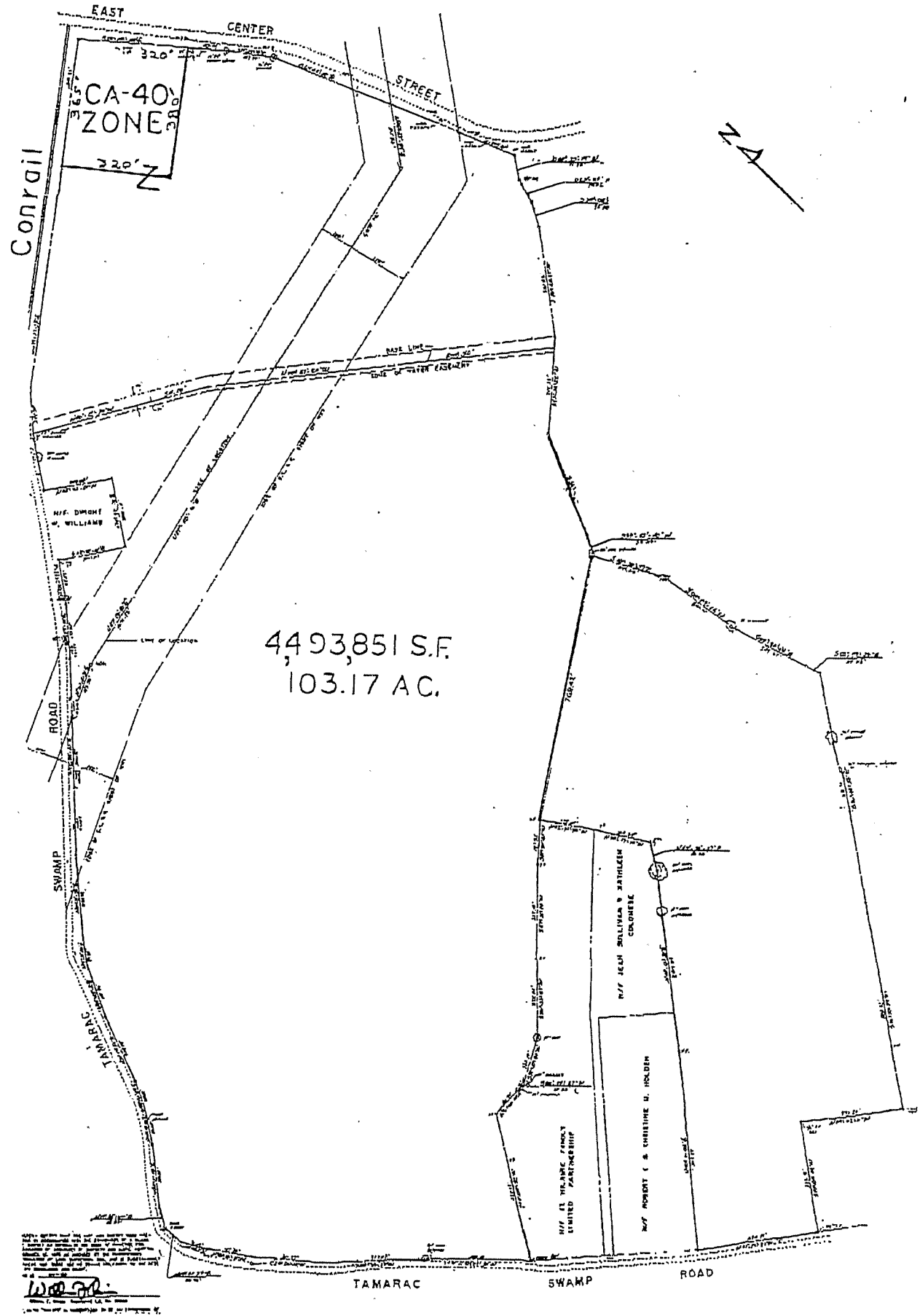
thence running South 47°-16'-55" East 375.90 feet to a point, thence turning and running North 42°-43'-05" East 340.00 feet to a point; thence turning and running South 35°-07'-51" East 250.00 feet to a point, thence turning and running North 65°-14'-10" East 406.42 feet, all along Lot 1, to the point of beginning.

Being more particularly bounded and described on a map entitled: "Subdivision Map, Williams Property Subdivision, East Center Street & Tamarac Swamp Road, Wallingford, Connecticut," Scale: 1"=100', Dated: November 8, 2001, Prepared by: Milone & MacBroom, Inc.

Said property is subject to the following:

1. Easement to Connecticut Light and Power Company, 5/19/59, volume 274 page 563.
2. Easement and right of way to Connecticut Light and Power Company, 8/9/67, volume 343 page 467.
3. Easement and right of way to Dwight Warren Williams, 12/28/56, volume 253 page 117.
4. Liability on account of any consumer credit, truth in lending or similar disclosure law.
5. Such a state of facts as an accurate survey might disclose.

Lot Sketch



44,938,51 S.F.
103.17 AC.

CONRAIL

CA-40 ZONE

ROAD

SWAMP

TAMARAC

TAMARAC

SWAMP

ROAD

W. J. ...

