

STATE OF CONNECTICUT
SITING COUNCIL

IN RE: SBA TOWERS II, LLC : DOCKET #396
APPLICATION FOR CERTIFICATE FOR :
TELECOMMUNICATIONS FACILITY AT 49 :
BRAINERD ROAD IN THE TOWN OF EAST LYME : APRIL 12, 2010

FRIENDS OF THE PATTAGANSETT TRUST'S LATE FILED EXHIBIT

The intervenor, Friends of the Pattagansett Trust hereby gives notice that it is pre-filing the following late exhibit: a copy of the easement on the T-Mobile Indian Hill Road site which was testified to by the Applicant at the last session of this docket.

Friends of the Pattagansett Trust

By 

Keith R. Ainsworth, Esq.
Evans Feldman & Ainsworth, L.L.C. #101240
261 Bradley Street
P.O. Box 1694
New Haven, CT 06507-1694
(203)772-4900
(203)782-1356 fax
krainsworth@snet.net

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing was deposited in the United States mail, first-class, postage pre-paid this 12th day of April, 2010 and addressed to all parties and intervenors on the attached service list and as noted below.

Mr. S. Derek Phelps, Executive Director, Connecticut Siting Council, 10 Franklin Square, New Britain, CT 06051.

Mail- SBA Towers, LLC c/o Carrie Larson, Esq., Pullman & Comley, LLP, 90 Statehouse Square, Hartford, CT 06103-3702 (860) 424-4312(860) 424-4370 fax

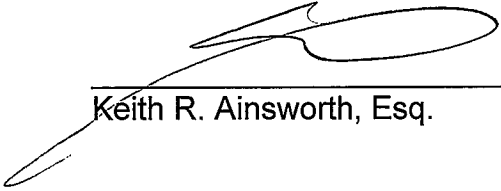
E-mail -- Cellco d/b/a Verizon c/o Kenneth Baldwin, Esq., Robinson & Cole, 280 Trumbull Street Hartford, CT 06103-3597 (860) 275-8200/ (860) 275-8299 fax
kbaldwin@rc.com

E-mail- Russell Brown, 41 Brainerd Road, Niantic, CT 06357 (860) 739-5984/ (860) 691-1145 Fax rds@businessbookpress.com

Mail - Town of East Lyme c/o Edward O'Connell, Esq., Waller, Smith & Palmer, PC, 52 Eugene O'Neill Drive, P.O. Box 88, New London, CT 06320 (860) 442-0367/(860) 447-9915 eboconnell@wallersmithpalmer.com

Mail --New Cingular Wireless c/o Christopher Fischer, Esq., Cuddy & Feder, LLP, 90 Maple Avenue, White Plains, NY 10601 (914)761-1300/(914)761-5372fax

Mail - Joseph Raia, 97 West Main Street, Unit 9, East Lyme, CT 06357
raia.joseph@sbcglobal.net (860) 691-1005/ (860) 739-0036 fax



Keith R. Ainsworth, Esq.

RIGHT OF WAY (EASEMENT)

KNOW ALL MEN BY THESE PRESENTS, That ARTHUR H. BURNETT and ELLEN M. BURNETT both of the Town of East Lyme, County of New London and State of Connecticut, for the consideration of One (\$1.00) Dollar and other valuable considerations, received to our full satisfaction of TIMOTHY R. NORTON and KATHLEEN T. NORTON both of the Town of East Lyme, County of New London and State of Connecticut do give, grant, bargain, sell and confirm unto the said TIMOTHY R. NORTON and KATHLEEN T. NORTON and unto the survivor of them, their heirs and assigns and the heirs and assigns of such survivor, forever, the right to pass and repass, by foot and by motor vehicle over a strip of land as shown on a certain map entitled "Map Showing Right of Way Conveyed by Arthur H. and Ellen M. Burnett to Timothy R. and Kathleen T. Norton of East Lyme, Connecticut Scale 1" = 50', November, 1983" and more particularly bounded and described as follows:

Beginning at a point set in the southerly line of Route 156, said point being the northwesterly corner of said right of way;

Thence running N 89°-49'-00"E along said Road a distance of 28.76 feet to a point;

Thence running S 29°-30'-00"W along land of the Grantors a distance of 124.77 feet to a point;

Thence running S 74°-30'-00"W along land of the Grantors a distance of 69.70 feet to a point;

Thence running S 29°-30'-00"W along other land of the Grantors a distance of 1189.64 feet to a point;

Thence running N 60°-30'-00"W along other land of the Grantors a distance of 25.00 feet to a point;

Thence running N 29°-30'-00"E along land now or formerly of Anna Mostowy and Earl L. Reisel ET AL in part a distance of 1200.00 feet to a point;

Thence running N 74°-30'-00"E along other land of the Grantors a distance of 69.70 feet to a point;

Thence running N 29°-30'-00"E along land now or formerly of Antony Morell a distance of 100.16 feet to the point of beginning.

The Grantees herein hereby agree that as a condition of the granting of this "right of way" that they will build and maintain a driveway at least 10 feet wide on the above described tract which driveway shall allow for an ordinary american made two wheel drive passenger car to pass on said driveway year round. The Grantees further agree that in the event that any utility (i.e., electric and/or telephone lines) is installed over said right of way, the said Arthur H. Burnett and Ellen M. Burnett will be allowed to connect onto said utility line by paying any such utility company only for the connection fee to such utility line on said right of way.

The Grantors herein reserve the right to themselves and their heirs and assigns to continue to use the land within which the aforesaid right of way has been granted for any uses and purposes which do not in any way interfere with the use thereof by the Grantees, the survivor of them or such survivors, heirs and assigns, fulfilling the purposes for which this right of way has been granted.

TO HAVE AND TO HOLD the above granted rights, privilege and authority unto the said Grantees, the survivor of them and such survivor's heirs and assigns forever, to their own proper use and behoof.

In Witness Whereof, We have hereunto set our hands and seals this 2nd day of December, 1983.

Signed, Sealed
and Delivered
in the Presence of:

[Signature]
Cynthia Kalas

[Signature]
ARTHUR H. BURNETT