

August 7, 2014

Via Federal Express

Melanie A. Bachman
Acting Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

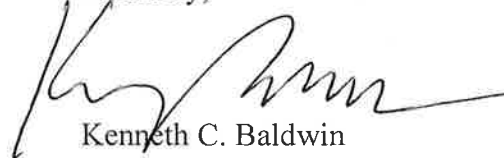
Re: Docket No. 448 – Cellco Partnership d/b/a Verizon Wireless Application For A Certificate Of Environmental Compatibility And Public Need For The Construction, Maintenance And Operation Of A Wireless Telecommunications Facility At 831 Derby Milford Road, Orange, Connecticut

Dear Ms. Bachman:

Enclosed please find the original and twenty (20) copies of the applicant's Supplemental Responses to the Intervenors' Pre-Hearing Interrogatories and Requests for Production.

Please feel free to contact me if you have any questions.

Sincerely,



Kenneth C. Baldwin

KCB/kmd
Enclosures
Copy to:

Sandy M. Carter
Parties and Intervenors of Record

13022908-v1

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE: :
: :
APPLICATION OF CELLCO PARTNERSHIP : DOCKET NO. 448
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 :
831 DERBY MILFORD ROAD, ORANGE, :
CONNECTICUT : AUGUST 7, 2014

SUPPLEMENTAL RESPONSES OF CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS TO INTERVENORS' PRE-HEARING
INTERROGATORIES AND REQUESTS FOR PRODUCTION

On July 29, 2014, the Intervenors issued Pre-Hearing Interrogatories and Requests for Production to Cellco Partnership d/b/a Verizon Wireless ("Cellco"), relating to the above-captioned docket. Below are Cellco's Responses to Interrogatories 25, 26, 27, 38, 39, 40, 41 and 69.

Question No. 25

How do you define and/or describe "55% cell loading" as indicated on the coverage maps in Attachment 6?

Response

The 55% cell loading threshold was developed as a standard several years ago as a way to illustrate coverage, in a CDMA format, at times of average cell site loading or usage. This followed a series of discussions with the Council over several dockets, on the topic of "cell breathing". In CDMA, the coverage footprint for a particular site will shrink (slightly) as loading or usage of that site increases. Conversely, the coverage footprint will grow (slightly) as

the loading or usage of that site decreases. The Council asked that the coverage plots provided in Cellco's future applications show "average usage" when depicting coverage.

Question No. 26

Can you provide two link budgets that explain the selection of "-85 dBm" as the thresholds of coverage at 700 MHz and 2100 MHz, respectively? If so, please provide information regarding these link budgets.

Response

No. Cellco's link budgets contain competitively sensitive information that it considers confidential and proprietary. This information cannot be shared publicly.

Question No. 27

Notwithstanding the presence of some of this information in the CSC facilities databases, some of which information may be incomplete, inaccurate or not up to date, please provide the following information about the existing and proposed 700 MHz and 2100 MHz facilities depicted in Attachment 6:

- (a) site ID;
- (b) latitude;
- (c) longitude;
- (d) antenna centerline elevation(s) above ground;
- (e) ground elevation;
- (f) antenna make(s);
- (g) antenna model(s) and nominal gain(s) (specify if dBd or dBi);
- (h) antenna azimuth(s);
- (i) antenna tilt(s); and

- (j) antenna input power(s) (or alternatively EIRP(s)) that were used to generate the respective maps in Attachment 6.

Response

See Attachment 1.

Question No. 38

What are the relevant sections of the FCC regulations “containing technical standards for wireless systems, including design standards, in order to ensure the technical integrity of each system and nationwide compatibility among all systems” with respect to Verizon’s licensed 700 MHz and 2100 MHz frequencies?

Response

The FCC regulations concerning technical standards for wireless systems are found in various sections of the Code of Federal Regulations, including but not necessarily limited to 47 C.F.R. Parts 20, 22, 24 and 27. These regulations concern the provision of high quality, reliable wireless service generally and may or may not specifically reference 700 MHz service or 2100 MHz service. Cellco designs and constructs its individual facilities in conformance with the relevant FCC requirements. We note, however, that information on the FCC regulations is provided for information only. Cellco’s compliance with FCC regulations is beyond the scope of the Council’s authority in this docket.

Question No. 39

What are “the FCC’s technical standards with respect to coverage” to which Verizon’s 700 MHz and 2100 MHz licensed cell site transmissions are “carefully tailored”?

Response

See Response to Q. 38, above.

Question No. 40

What are “the FCC’s technical standards with respect to... interference” to which the applicant’s 700 MHz and 2100 MHz licensed cell site transmissions are “carefully tailored”?

Response

See Response to Q. 38, above.

Question No. 41

What are “the FCC’s technical standards... to minimize the amount of power that is transmitted” to which Verizon’s 700 MHz and 2100 MHz licensed cell site transmissions are “carefully tailored”?

Response

See Response to Q. 38, above.

Question No. 69

Does Verizon believe that the Housatonic Overlook and Tucker’s Ridge property in Orange, CT is a viable alternative location? If not, please explain why?

Response


No, the Housatonic Overlook parcel is not a viable alternative to Celco’s proposed Orange North site. The Housatonic Overlook parcel is actually made up of two parcels (a 39.4 acre parcel and a 19.7 acre parcel) totaling approximately 59-acres. The Town of Orange acquired these two parcels in January 2001. The 19.7 acre parcel was donated to the Town by the owner and maintains a large wetland area in the northerly portion of the property, near the southerly terminus of High Ridge Road and steep slopes extending to the west, down toward the Housatonic River. A portion of the cost to purchase the remaining 39.4 acre parcel was paid through a grant from the Connecticut Department of Energy and Environmental Protection and is

encumbered by a Conservation and Public Recreation Easement and Agreement (the “Conservation Easement”). The Conservation Easement states very clearly that no buildings or permanent structures shall be placed on this parcel. Included in Attachment 2 are copies of a Notice of Special Town Meeting when the acquisition of these parcels was discussed; the deeds into the Town of Orange for the two parcels; a copy of the Conservation Easement; and a Map Showing the Conveyance of Land to the Town of Orange (Map #165-A) from the Orange Land Records.

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of August, 2014, a copy of the foregoing was sent via electronic mail and first class mail, postage prepaid, to the following:

| | |
|---|--|
| Albert Subbloie c/o Mario F. Coppola, Esq. Mark Kovack, Esq. Berchem, Moses and Devlin, P.C. 1221 Post Road East Westport, CT 06880 mcoppola@bmdlaw.com mkovack@bmdlaw.com | Jacqueline Barbara c/o Mario F. Coppola, Esq. Mark Kovack, Esq. Berchem, Moses and Devlin, P.C. 1221 Post Road East Westport, CT 06880 mcoppola@bmdlaw.com mkovack@bmdlaw.com |
| Glenn Macinnes c/o Mario F. Coppola, Esq. Mark Kovack, Esq. Berchem, Moses and Devlin, P.C. 1221 Post Road East Westport, CT 06880 mcoppola@bmdlaw.com mkovack@bmdlaw.com | Jill Macinnes c/o Mario F. Coppola, Esq. Mark Kovack, Esq. Berchem, Moses and Devlin, P.C. 1221 Post Road East Westport, CT 06880 mcoppola@bmdlaw.com mkovack@bmdlaw.com |
| State Senator Gayle Slossberg Legislative Office Building Room 2000 Hartford, CT 06106 gslossberg@yahoo.com | State Representative Paul Davis Legislative Office Building Room 4045 Hartford, CT 06106 paul.davis@cga.ct.gov |
| State Representative Themis Klarides Legislative Office Building Room 4200 Hartford, CT 06106 themis.klarides@housegop.ct.gov | State Representative James Maroney Legislative Office Building Room 5006 Hartford, CT 06106 james.maroney@cga.ct.gov |



Kenneth C. Baldwin

ATTACHMENT 1

| Site Name | Sector | Site ID | Latitude | Longitude | Antenna Centerline Elevation Above Ground (ft) | Ground Elevation (ft) | Antenna Make | Antenna Model | Nominal Gain (dBd) | Antenna Azimuth (Degrees) | Antenna Tilt (Degrees) E = electrical M = mechanical | Antenna Input (Watts) |
|---------------------|--------|---------|-------------|--------------|--|-----------------------|------------------------|---------------------------|--------------------|---------------------------|--|-----------------------|
| ORANGE N CT 700 | Alpha | 65718 | 41.2995 | -73.05706111 | 100 | 134 | ANDREW | LNX-6514D5-VTM_02DT_0750 | 13.6 | 40 | E=2, M=2 | 40.00 |
| ORANGE N CT 700 | Beta | 65718 | 41.2995 | -73.05706111 | 100 | 134 | ANDREW | LNX-6514D5-VTM_02DT_0750 | 13.6 | 160 | E=2, M=2 | 40.00 |
| ORANGE N CT 700 | Gamma | 65718 | 41.2995 | -73.05706111 | 100 | 134 | ANDREW | LNX-6514D5-VTM_02DT_0750 | 13.6 | 260 | E=2, M=2 | 40.00 |
| ORANGE N CT 2100 | Alpha | 365718 | 41.2995 | -73.05706111 | 100 | 134 | ANDREW | HBX-6516D5-VTM_02DT_2110 | 15.75 | 40 | E=2, M=0 | 40.00 |
| ORANGE N CT 2100 | Beta | 365718 | 41.2995 | -73.05706111 | 100 | 134 | ANDREW | HBX-6516D5-VTM_02DT_2110 | 15.75 | 160 | E=2, M=0 | 40.00 |
| ORANGE N CT 2100 | Gamma | 365718 | 41.2995 | -73.05706111 | 100 | 134 | ANDREW | HBX-6516D5-VTM_02DT_2110 | 15.75 | 260 | E=2, M=0 | 40.00 |
| ORANGE 2 CT 700 | Alpha | 65011 | 41.307875 | 73.033232778 | 161.1 | 192 | ANTEL | BXA-70063-6CF-2-750MHZ | 13 | 20 | E=2, M=0 | 40.00 |
| ORANGE 2 CT 700 | Beta | 65011 | 41.307875 | 73.033232778 | 161.1 | 192 | ANTEL | BXA-70063-6CF-2-750MHZ | 14.5 | 140 | E=2, M=2 | 40.00 |
| ORANGE 2 CT 700 | Gamma | 65011 | 41.307875 | 73.033232778 | 161.1 | 192 | ANTEL | BXA-70063-6CF-2-750MHZ | 13 | 270 | E=2, M=0 | 40.00 |
| ORANGE 2 CT 2100 | Alpha | 365011 | 41.307875 | 73.033232778 | 161.1 | 192 | ANDREW | HBX-6516D5-A2M | 15.8 | 20 | E=2, M=0 | 60.00 |
| ORANGE 2 CT 2100 | Beta | 365011 | 41.307875 | 73.033232778 | 161.1 | 192 | ANDREW | HBX-6516D5-A2M | 15.8 | 140 | E=2, M=0 | 60.00 |
| ORANGE 2 CT 2100 | Gamma | 365011 | 41.307875 | 73.033232778 | 161.1 | 192 | ANDREW | HBX-6516D5-A2M | 15.8 | 270 | E=2, M=0 | 60.00 |
| DERBY CT 700 | Alpha | 65077 | 41.32259722 | 73.08899722 | 68 | 80 | ANDREW | LNX-6512D5-T0M_00DT_0750 | 12.6 | 30 | E=0, M=0 | 40.00 |
| DERBY CT 700 | Beta | 65077 | 41.32259722 | 73.08899722 | 68 | 80 | ANDREW | LNX-6512D5-T0M_00DT_0750 | 12.6 | 165 | E=0, M=0 | 40.00 |
| DERBY CT 700 | Gamma | 65077 | 41.32259722 | 73.08899722 | 68 | 80 | ANDREW | LNX-6512D5-T0M_00DT_0750 | 12.6 | 285 | E=0, M=0 | 40.00 |
| DERBY NORTH CT 700 | Alpha | 65122 | 41.31504167 | 73.06431389 | 107 | 366 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 30 | E=0, M=0 | 40.00 |
| DERBY NORTH CT 700 | Beta | 65122 | 41.31504167 | 73.06431389 | 107 | 366 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 165 | E=0, M=0 | 40.00 |
| DERBY NORTH CT 700 | Gamma | 65122 | 41.31504167 | 73.06431389 | 107 | 366 | AMPHENOL | BXA-171063-88F-EDIN-2 | 15.3 | 285 | E=2, M=0 | 40.00 |
| DERBY NORTH CT 2100 | Alpha | 365122 | 41.31504167 | 73.06431389 | 107 | 366 | ANDREW | DBXNH-6565B-VTM_04DT_0750 | 12.9 | 150 | E=4, M=0 | 40.00 |
| DERBY NORTH CT 2100 | Beta | 365122 | 41.31504167 | 73.06431389 | 107 | 366 | ANDREW | DBXNH-6565B-VTM_04DT_0750 | 12.9 | 150 | E=4, M=0 | 40.00 |
| DERBY NORTH CT 2100 | Gamma | 365122 | 41.31504167 | 73.06431389 | 107 | 366 | ANDREW | DBXNH-6565B-VTM_02DT_2130 | 16 | 30 | E=2, M=0 | 60.00 |
| MILFORD NE CT 700 | Alpha | 65148 | 41.24843056 | 73.079075 | 110 | 214 | AMPHENOL ANTEL INC. | DBXNH-6565B-VTM_02DT_2130 | 16 | 270 | E=2, M=0 | 60.00 |
| MILFORD NE CT 700 | Beta | 65148 | 41.24843056 | 73.079075 | 110 | 214 | ANDREW | BXA-70063-6CF-750MHZ | 14.5 | 30 | E=0, M=0 | 40.00 |
| MILFORD NE CT 700 | Gamma | 65148 | 41.24843056 | 73.079075 | 110 | 214 | POWERWAVE TECHNOLOGIES | LNX-6514D5-T4M-750_4 | 13.7 | 130 | E=4, M=0 | 40.00 |
| MILFORD NE CT 2100 | Alpha | 365148 | 41.24843056 | 73.079075 | 110 | 214 | AMPHENOL | P65-16-XL-2_2_750 | 13.74 | 270 | E=2, M=0 | 40.00 |
| MILFORD NE CT 2100 | Beta | 365148 | 41.24843056 | 73.079075 | 110 | 214 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 30 | E=0, M=0 | 40.00 |
| MILFORD NE CT 2100 | Gamma | 365148 | 41.24843056 | 73.079075 | 110 | 214 | AMPHENOL | BXA-171063-88F-EDIN-2 | 15.3 | 130 | E=2, M=2 | 40.00 |
| ORANGE 3 CT 700 | Alpha | 65179 | 41.28548611 | 73.042575 | 120 | 87 | POWERWAVE TECHNOLOGIES | BXA-171063-88F-EDIN-0 | 15.3 | 270 | E=0, M=0 | 40.00 |
| ORANGE 3 CT 700 | Beta | 65179 | 41.28548611 | 73.042575 | 120 | 87 | POWERWAVE TECHNOLOGIES | P65-16-XL-2_2_750 | 13.74 | 340 | E=2, M=0 | 40.00 |
| ORANGE 3 CT 700 | Gamma | 65179 | 41.28548611 | 73.042575 | 120 | 87 | POWERWAVE TECHNOLOGIES | P65-16-XL-2_2_750 | 13.74 | 100 | E=2, M=0 | 40.00 |
| ORANGE 3 CT 2100 | Alpha | 365179 | 41.28548611 | 73.042575 | 120 | 87 | AMPHENOL | BXA-171063-88F-EDIN-0 | 13.74 | 220 | E=2, M=2 | 40.00 |
| ORANGE 3 CT 2100 | Beta | 365179 | 41.28548611 | 73.042575 | 120 | 87 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 340 | E=2, M=0 | 40.00 |
| ORANGE 3 CT 2100 | Gamma | 365179 | 41.28548611 | 73.042575 | 120 | 87 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 100 | E=2, M=0 | 40.00 |
| SHELTON 2 CT 700 | Alpha | 65183 | 41.29394444 | 73.10717778 | 140 | 312.3 | ANTEL | BXA-70063-6CF-2-750MHZ | 14.5 | 30 | E=2, M=0 | 40.00 |
| SHELTON 2 CT 700 | Beta | 65183 | 41.29394444 | 73.10717778 | 140 | 312.3 | ANTEL | BXA-70063-6CF-2-750MHZ | 14.5 | 120 | E=2, M=0 | 40.00 |
| SHELTON 2 CT 700 | Gamma | 65183 | 41.29394444 | 73.10717778 | 140 | 312.3 | ANTEL | BXA-70063-6CF-4-750MHZ | 14.5 | 220 | E=4, M=0 | 40.00 |
| SHELTON 2 CT 2100 | Alpha | 365183 | 41.29394444 | 73.10717778 | 140 | 312.3 | AMPHENOL | BXA-171063-88F-EDIN-2 | 15.3 | 30 | E=2, M=0 | 40.00 |
| SHELTON 2 CT 2100 | Beta | 365183 | 41.29394444 | 73.10717778 | 140 | 312.3 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 120 | E=0, M=0 | 40.00 |
| SHELTON 2 CT 2100 | Gamma | 365183 | 41.29394444 | 73.10717778 | 140 | 312.3 | AMPHENOL | BXA-171063-88F-EDIN-0 | 15.3 | 220 | E=0, M=0 | 40.00 |

ATTACHMENT 2

**TOWN OF ORANGE
NOTICE OF SPECIAL TOWN MEETING**

Notice is hereby given to the legal voters and those persons qualified to vote in Town Meetings of the Town of Orange, that pursuant to Section 2.6 of the Charter of the Town of Orange, a Special Town Meeting of said Town will be held on Tuesday, September 19, 2000 at 7:30 p.m. (E.S.T.) in the auditorium of the Mary L. Tracy School, 637 Orange Center Road, Orange, CT to discuss the following matter:

1. The purchase of real estate to wit: 59+ acres of open space land located within the geographic boundaries of Orange, CT between High Ridge Road and Quarter Mile Road and Cedar Grove from the D'Amato/Russo Partnership for a net purchase price of \$875,000 subject to entering into an agreement of sale acceptable to the Town Attorney in form and content. (The Town will pay \$1,750,000 for approximately 40 acres of the parcel and receive a grant from the State of Connecticut Department of Environmental Protection to cover \$875,000 of that purchase price and concurrently the D'Amato/Russo Partnership will donate approximately 19 acres to the Town making the entire parcel 59 acres)

By virtue of the Town Charter Section 2.6 and a vote of the Board of Selectmen, Item 1 noted above shall be voted on by machine ballot at an adjourned Town Meeting-Referendum to be held on Tuesday, September 26, 2000 between the hours of 6:00 a.m. and 8:00 p.m. (E.S.T.) at the High Plains Community Center, 525 Orange Center Road, Orange, CT 06477.

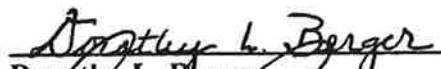
Notice of Special Town Meeting dated at Orange CT this 12th day of September, 2000.



Mitchell R. Goldblatt



Ralph Aschettino



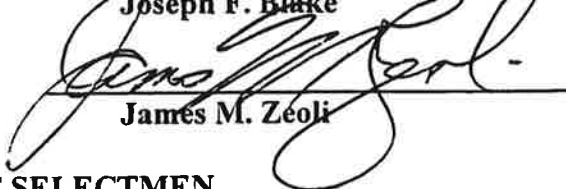
Dorothy L. Berger



Joseph F. Blake




Patricia M. Pearson



James M. Zeoli

BOARD OF SELECTMEN

ATTEST: 

Patrick B. O'Sullivan,
Town Clerk


TOWN CLERK
RECEIVED
TOWN CLERK'S OFFICE
ORANGE, CONN.
00 SEP 14 AM 8:40

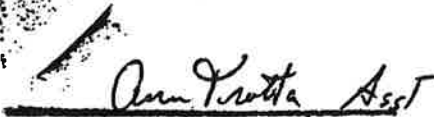
To all People to Whom these Presents shall Come, Greeting:

Know Ye, That, C & K REAL ESTATE, LLC, a Connecticut Limited Liability Company with an office in the Town of Guilford, County of New Haven and State of Connecticut, LOUIS J. D'AMATO and JOHN C. D'AMATO both of the City of Milford, County of New Haven and State of Connecticut hereinafter designated as the Grantors for the consideration of one dollar and other valuable consideration received to their full satisfaction of the TOWN OF ORANGE, a municipal corporation with offices located at 617 Orange Center Road in the Town of Orange, County of New Haven and State of Connecticut hereinafter designated as the Grantee do give, grant, bargain, sell and confirm unto said Grantee and to Grantee's successors and assigns forever all that certain piece or parcel of land with the improvements thereon situated in the Town of Orange, County of New Haven and State of Connecticut being more particularly described in Schedule A attached hereto and incorporated herein.

To Have And To Hold the above premises hereby conveyed with the privileges and appurtenances thereof unto the Grantee and unto Grantee's successors and assigns forever, to their proper use and behoof, and the grantors do for themselves, their heirs, successors and assigns, covenant with the Grantee and with Grantee's successors and assigns, that they are well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**, have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whatsoever, except as herein stated.

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

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the withing instrument may require.

No conveyance tax received

Ann Krutka Asst
Town Clerk of Orange

In Witness Whereof, C & K Real Estate, LLC has caused these presents to be executed this 9th day of January, 2001.

Signed, Sealed and Delivered in the presence of

Laura L. [Signature]

C & K REAL ESTATE, LLC

By Richard M. Russo
Richard M. Russo, Member

Lisa B. Malavasi

In Witness Whereof, Louis J. D'Amato has set his hand and seal this 9th day of January, 2001.

Signed, Sealed and Delivered in the presence of

Jill Krakovich

[Signature]
Louis J. D'Amato

Jill Krakovich

In Witness Whereof, John C. D'Amato has set his hand and seal this 9th day of January, 2001.

Signed, Sealed and Delivered in the presence of

Jill Krakovich

[Signature]
John C. D'Amato

Jill Krakovich

SCHEDULE A

All that certain piece or parcel of land with the improvements thereon situated in the Town of Orange, County of New Haven and State of Connecticut being shown and designated as "OTHER LAND OF D'AMATO AND C & K REAL ESTATE, LLC. 859,421 SQ. FT., 19.73 AC. PROPOSED OPEN SPACE" on a certain Map entitled, "MAP SHOWING CONVEYANCE OF LAND TO TOWN OF ORANGE FROM D'AMATO AND C & K REAL ESTATE, LLC QUARTER MILE ROAD ORANGE, CONNECTICUT "DWG# D3187, CAD FILE 2543, ACAD VER 14, DATE 11/21/00, SCALE 1" = 100', JOB NO. 2543" prepared by Codespoti & Associates, P.C., 3060 Main Street, Suite 205, Stratford, CT 06614, with Map is to be filed in the Office of the Town Clerk of The Town of Orange, being more particularly bounded and described as follows:

Beginning at a point on the easterly side of High Ridge Road such point being at the southeast terminus of said High Ridge Road and the southwest corner of land n/f of Monroe;

Thence S 69° 44' 16" E for a distance of 252.88 feet to a point;
 Thence S 23° 58' 37" W for a distance of 192.28 feet to a point;
 Thence S 62° 54' 09" E for a distance of 286.23 feet to a point;
 Thence S 30° 11' 47" W for a distance of 322.33 feet to a point;
 Thence N 62° 54' 09" W for a distance of 250.00 feet to a point;
 Thence N 76° 17' 46" W for a distance of 263.13 feet to a point;
 Thence S 60° 58' 45" W for a distance of 450.11 feet to a point;
 Thence S 38° 23' 14" W for a distance of 320.30 feet to a point;
 Thence S 56° 11' 24" W for a distance of 331.79 feet to a point;
 Thence S 44° 05' 48" W for a distance of 320.51 feet to a point;
 Thence S 49° 07' 45" E for a distance of 577.89 feet to a point;
 Thence N 81° 58' 56" W for a distance of 67.67 feet to a point;
 Thence N 78° 21' 52" W for a distance of 30.18 feet to a point;
 Thence N 82° 03' 38" W for a distance of 44.96 feet to a point;
 Thence N 69° 38' 48" W for a distance of 148.01 feet to a point being the northeast terminus of Cedar Grove;
 Thence N 69° 38' 48" W for a distance of 41.16 feet along the northerly terminus of Cedar Grove to a point;
 Thence N 70° 29' 33" W for a distance of 11.05 feet again along the northerly terminus of Cedar Grove to a point being the northwest terminus of Cedar Grove;
 Thence N 70° 29' 33" W for a distance of 57.52 feet to a point;
 Thence N 73° 12' 50" W for a distance of 70.64 feet to a point;
 Thence N 81° 32' 36" W for a distance of 16.13 feet to a point;
 Thence N 61° 22' 43" W for a distance of 28.16 feet to a point;
 Thence N 74° 51' 34" W for a distance of 60.13 feet to a point;
 Thence N 68° 56' 54" W for a distance of 50.19 feet to a point;
 Thence N 74° 30' 55" W for a distance of 67.55 feet to a point;
 Thence N 71° 42' 03" W for a distance of 51.88 feet to a point;
 Thence N 74° 09' 05" W for a distance of 83.15 feet to a point;

VOL 44 9PG 0104

Thence N 72° 08' 05" W for a distance of 57.65 feet to a point;
Thence N 47° 25' 32" E for a distance of 531.75 feet to a point;
Thence N 46° 39' 22" E for a distance of 168.10 feet to a point;
Thence N 43° 22' 46" E for a distance of 117.15 feet to a point;
Thence N 40° 00' 27" E for a distance of 167.55 feet to a point;
Thence N 39° 30' 15" E for a distance of 347.15 feet to a point;
Thence N 37° 51' 33" E for a distance of 288.50 feet to a point;
Thence N 32° 51' 43" E for a distance of 330.89 feet to a point;
Thence S 84° 14' 22" E for a distance of 173.22 feet to a point;
Thence N 43° 44' 47" E for a distance of 62.72 feet to a point;
Thence N 86° 44' 51" E for a distance of 231.33 feet to the point of beginning.
Containing 859,421± square feet or 19.73± acres.

Said premises are subject to Building lines, if established, all laws, ordinances and governmental regulations including zoning regulations.

Said premises are subject to second half of real estate taxes on the Grand List of October 1, 1999 and Grand List October 1, 2000, which taxes the Grantee assumes and agrees to pay as part consideration for this deed.

Said premises are subject to an easement in favor of Tennessee Gas Transmission Company dated April 19, 1955 and recorded in Volume 167 at Page 469 of the Orange Land Records.

Received for record Jan 11, 2001
at 4:00 p.m. and recorded by
Patrick B. O'Sullivan Town Clerk

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That, **C & K REAL ESTATE, LLC**, a Connecticut Limited Liability Company with an office in the Town of Guilford, County of New Haven and State of Connecticut, **LOUIS J. D'AMATO** and **JOHN C. D'AMATO** both of the City of Milford, County of New Haven and State of Connecticut hereinafter designated as the Grantors for the consideration of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS received to their full satisfaction of the **TOWN OF ORANGE**, a municipal corporation with offices located at 617 Orange Center Road in the Town of Orange, County of New Haven and State of Connecticut hereinafter designated as the Grantee do give, grant, bargain, sell and confirm unto said Grantee and to Grantee's successors and assigns forever all that certain piece or parcel of land with the improvements thereon situated in the Town of Orange, County of New Haven and State of Connecticut being more particularly described in Schedule A attached hereto and incorporated herein.

To Have And To Hold the above premises hereby conveyed with the privileges and appurtenances thereof unto the Grantee and unto Grantee's successors and assigns forever, to their proper use and behoof, and the grantors do for themselves, their heirs, successors and assigns, covenant with the Grantee and with Grantee's successors and assigns, that they are well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**, have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whatsoever, except as herein stated.

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

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the withing instrument may require.

No conveyance tax received

Ann Kutta, AssT
Town Clerk of Orange

In Witness Whereof, C & K Real Estate, LLC has caused these presents to be executed this 9th day of January, 2001.

Signed, Sealed and Delivered in the presence of

[Signature]

C & K REAL ESTATE, LLC

By [Signature]
Richard M. Russo, Member

Lisa B. Malavasi

In Witness Whereof, Louis J. D'Amato has set his hand and seal this 9th day of January, 2001.

Signed, Sealed and Delivered in the presence of

[Signature]

[Signature]
Louis J. D'Amato

[Signature]

In Witness Whereof, John C. D'Amato has set his hand and seal this 9th day of January, 2001.

Signed, Sealed and Delivered in the presence of

[Signature]

[Signature]
John C. D'Amato

[Signature]

State of Connecticut)
) SS. Milford
County of New Haven)

On this the 9th day of January, 2001, before me, the undersigned officer personally appeared Richard M. Russo, who acknowledged him/herself to be a member of C & K Real Estate, LLC, a limited liability company, and that as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as a member.

In Witness Whereof, I hereunto set my hand and official seal.

Ann E Valente

Commissioner of the Superior Court
Notary Public
My Commission Expires:

ANN E. VALENTE
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR 01, 2001

State of Connecticut,)
) SS. Milford
County of New Haven)

On this the 9th day of January, 2001, before me, the undersigned officer personally appeared Louis J. D'Amato known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Ann E Valente

Commissioner of the Superior Court
Notary Public
My Commission Expires:

ANN E. VALENTE
NOTARY PUBLIC
COMMISSION EXPIRES MAR 01, 2001

SCHEDULE A

All that certain piece or parcel of land with the improvements thereon situated in the Town of Orange, County of New Haven and State of Connecticut being shown and designated as "LAND OF D'AMATO AND C & K REAL ESTATE, LLC. 1,716,768 SQ. FT., 39.41 AC. BEING CONVEYED TO THE TOWN OF ORANGE", on a certain Map entitled "MAP SHOWING CONVEYANCE OF LAND TO TOWN OF ORANGE FROM D'AMATO AND C & K REAL ESTATE, LLC QUARTER MILE ROAD ORANGE, CONNECTICUT DWG# D3187, CAD FILE 2543, ACAD VER 14, DATE 11/21/00, SCALE 1" = 100', JOB NO. 2543" prepared by Codespoti & Associates, P.C., 3060 Main Street, Suite 205, Stratford, CT 06614, with Map is to be filed in the Office of the Town Clerk of The Town of Orange, being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Quarter Mile Road such point being at the southwest terminus of said Quarter Mile Road and the southeast corner of land n/f of Gregory;
 Thence S 69° 44' 16" E for a distance of 50.03 feet along the southerly terminus of Quarter Mile Road to a point being the southeast terminus of said Quarter Mile Road;
 Thence S 76° 27' 00" E for a distance of 237.54 feet to a point;
 Thence S 28° 12' 12" W for a distance of 343.44 feet to a point;
 Thence S 39° 05' 52" W for a distance of 154.15 feet to a point;
 Thence S 34° 06' 08" W for a distance of 94.93 feet to a point;
 Thence S 31° 46' 08" W for a distance of 34.52 feet to a point;
 Thence S 34° 13' 35" W for a distance of 33.52 feet to a point;
 Thence S 21° 33' 52" W for a distance of 295.33 feet to a point;
 Thence S 21° 47' 29" W for a distance of 73.64 feet to a point;
 Thence S 10° 27' 49" W for a distance of 79.41 feet to a point;
 Thence S 24° 10' 31" W for a distance of 20.61 feet to a point;
 Thence S 29° 16' 40" W for a distance of 106.91 feet to a point;
 Thence S 31° 27' 27" W for a distance of 22.24 feet to a point;
 Thence S 24° 34' 08" W for a distance of 22.47 feet to a point;
 Thence S 40° 22' 25" W for a distance of 8.83 feet to a point;
 Thence S 29° 59' 15" W for a distance of 84.98 feet to a point;
 Thence S 32° 22' 40" W for a distance of 30.47 feet to a point;
 Thence S 43° 28' 53" W for a distance of 23.98 feet to a point;
 Thence S 35° 32' 24" W for a distance of 46.10 feet to a point;
 Thence S 22° 43' 39" W for a distance of 69.10 feet to a point;
 Thence S 03° 18' 24" W for a distance of 22.10 feet to a point;
 Thence S 18° 40' 08" W for a distance of 33.00 feet to a point;
 Thence S 09° 42' 30" W for a distance of 28.23 feet to a point;
 Thence S 14° 41' 18" W for a distance of 37.16 feet to a point;
 Thence S 03° 03' 05" W for a distance of 40.20 feet to a point;
 Thence S 01° 50' 46" W for a distance of 22.18 feet to a point;
 Thence S 36° 03' 38" W for a distance of 118.13 feet to a point;
 Thence S 06° 30' 41" W for a distance of 10.50 feet to a point;
 Thence S 42° 36' 42" W for a distance of 28.30 feet to a point;

Thence S 41° 58' 39" W for a distance of 17.27 feet to a point;
Thence S 28° 28' 13" W for a distance of 7.71 feet to a point;
Thence N 61° 10' 05" W for a distance of 57.41 feet to a point;
Thence N 70° 04' 50" W for a distance of 71.08 feet to a point;
Thence N 69° 57' 27" W for a distance of 50.31 feet to a point;
Thence N 67° 00' 57" W for a distance of 53.72 feet to a point;
Thence N 80° 39' 38" W for a distance of 111.11 feet to a point;
Thence N 73° 33' 32" W for a distance of 14.66 feet to a point;
Thence N 79° 58' 53" W for a distance of 113.05 feet to a point;
Thence N 81° 58' 56" W for a distance of 375.72 feet to a point;
Thence N 49° 07' 45" W for a distance of 577.89 feet to a point;
Thence N 44° 05' 48" E for a distance of 320.51 feet to a point;
Thence N 56° 11' 24" E for a distance of 331.79 feet to a point;
Thence N 38° 23' 14" E for a distance of 320.30 feet to a point;
Thence N 60° 58' 45" E for a distance of 450.11 feet to a point;
Thence S 76° 17' 46" E for a distance of 263.13 feet to a point;
Thence S 62° 54' 09" E for a distance of 250.00 feet to a point;
Thence N 30° 11' 47" E for a distance of 322.33 feet to a point;
Thence N 62° 54' 09" W for a distance of 286.23 feet to a point;
Thence N 23° 58' 37" E for a distance of 192.28 feet to a point;
Thence S 69° 44' 16" E for a distance of 292.09 feet to the point of beginning.
Containing 1,716,768± square feet or 39.41± acres.

Said premises are subject to Building lines, if established, all laws, ordinances and governmental regulations including zoning regulations.

Said premises are subject to second half of real estate taxes on the Grand List of October 1, 1999 and Grand List October 1, 2000, which taxes the Grantee assumes and agrees to pay as part consideration for this deed.

Received for record Jan 11, 2001
at 4:02 p.m. and recorded by
Patrick B. O'Sullivan Town Clerk

VOL 450PG0589

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



March 14, 2001

The Honorable Mitchell Goldblatt
First Selectman, Town of Orange
Town Hall
717 Orange Center Road
Orange, Connecticut 06477

RE: D'Amato/Russo Parcel OSWA 86

Dear Mr. Goldblatt:

Enclosed is the approved agreement for the above referenced project.

A payment voucher for the \$875,000.00 has been processed for the above project. The Town should receive authorization for this payment within the next two weeks.

The funds will be deposited into an established Reich & Tang account, an independent accounting firm that administers state tax-free bonds. I believe that the Town has setup an account to receive these funds. In order to have funds correctly deposited, please notify me of the status of this account. Should you or the Town need to confirm the deposit, Reich & Tang's phone number is 1-800-221-3079. The Town account number should be 3100-04-0107 (Note: the "04" number in this account).

As agreed to in the "Open Space and Watershed Land Acquisition Grant Agreement" Item 2. Exhibit C must be filed in the land records of the Town in which the property is located. Being that the Town already holds title to this property, and that Exhibit C is approved to form and content by the Office of the Attorney General, the Town's only responsibility now is to file the supplied recordable copy of the original Exhibit C in the land records. Upon filing, the sponsor, the Town, needs only return the original to DEP with the volume and page(s) numbers indicated. Please forward this copy to my attention, David Stygar; BOR-Land Acquisition & Management; 79 Elm Street; Hartford, Connecticut 06106

If you should have any question please feel, free to contact me at (860) 424-3081. This acquisition will become part of the States open space preservation initiative. It will ensure that the natural & recreational resource of the land will be preserved for generations to come.

Sincerely,

David D. Stygar
Environmental Analyst
Municipal Grant-in-Aid Coordinator

DDS:dds
Enclos

(Printed on Recycled Paper)
79 Elm Street • Hartford, CT 06106 - 5127
<http://dep.state.ct.us>

An Equal Opportunity Employer

Celebrating Connecticut Coastal Resource Management: 1980 - 2000



**CONSERVATION AND PUBLIC RECREATION
EASEMENT AND AGREEMENT**

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

WHEREAS, The Town of Orange holds title to 39.41± acres of real property, formerly of The D'Amato/Russo Partnership of Orange, 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 significant agricultural and aesthetic 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 Orange is consistent with the DEP's conservation and preservation interests, and the Town of Orange 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 Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in Connecticut General Statutes 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 Connecticut General Statutes 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 grantee.

WHEREAS, The Town of Orange 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 Orange.

NOW, THEREFORE, The TOWN OF ORANGE 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, for itself and 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 Orange, 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.

2. Development Rights 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) 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.

c) 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.

Grantee 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.

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 Section 47-42a of the Connecticut General Statutes, as amended. Pursuant to Section 47-42b of the Connecticut General Statutes, as amended ("C.G.S.") 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 Section 47-42c C.G.S., 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.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

VOL 450PG0593

State of Connecticut
Department of Environmental Protection
Office of the Commissioner
79 Elm Street
New Haven, 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 Orange
Town Hall
617 Orange Center Road
Orange, Connecticut 06477

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 and 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.

VOL 450PG0594

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

TOWN OF ORANGE

WITNESS Signature
Name in print



Mitchell R. Goldblatt
First Selectman
Duly Authorized

2/15/01

Date



Name Geraldine C. Galtin



Name HARLENE H. SILVERSTEIN


STATE OF CONNECTICUT)

SS. TOWN OF ORANGE

COUNTY OF NEW HAVEN)



The foregoing instrument was acknowledged before me this 15th day of February, 2001, by Mitchell R. Goldblatt, First Selectman of the Town of Orange, New Haven County in the State of Connecticut



Commissioner of the Superior Court
Notary Public
My Commission Expires 7/31/2003

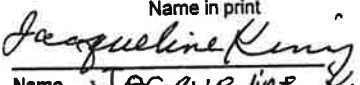
The forgoing Conservation Easement is accepted this 20th day of February, 2001, by David K. Leff, Deputy Commissioner, Department of Environmental Protection, Pursuant to Connecticut General Statute 7-131d(e).


STATE OF CONNECTICUT

WITNESS Signature
Name in print



2/20/01
Date
David K. Leff
Deputy Commissioner
Department of Environmental Protection



Name JACQUELINE KING


Name DAVID D. SNYGAR


STATE OF CONNECTICUT)

SS. CITY OF HARTFORD

COUNTY OF HARTFORD)



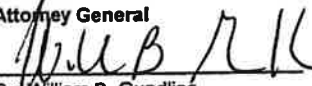
The foregoing instrument was acknowledged before me this 20th day of February, 2001, by David K. Leff, Deputy Commissioner, Department of Environmental Protection, State of Connecticut for the State of Connecticut.



Commissioner of the Superior Court
Notary Public **JOHN N. EBBERLE**
My commission expires 3/31/2005

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

APPROVED AS TO FORM:
Richard Blumenthal
Attorney General



3/12/01
Date
By William B. Gundling
Associate Attorney General

SCHEDULE A

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

All that certain piece or parcel of land with the improvements thereon situated in the Town of Orange, County of New Haven and State of Connecticut being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Quarter Mile Road such point being at the southwest terminus of said Quarter Mile Road and the southeast corner of land n/t of Gregory;
 Thence S 69° 44' 16" E for a distance of 50.03 feet along the southerly terminus of Quarter Mile Road to a point being the southeast terminus of said Quarter Mile Road;
 Thence S 76° 27' 00" E for a distance of 237.54 feet to a point;
 Thence S 28° 12' 12" W for a distance of 343.44 feet to a point;
 Thence S 39° 05' 52" W for a distance of 154.15 feet to a point;
 Thence S 34° 06' 08" W for a distance of 94.93 feet to a point;
 Thence S 31° 46' 08" W for a distance of 34.52 feet to a point;
 Thence S 34° 13' 35" W for a distance of 33.52 feet to a point;
 Thence S 21° 33' 52" W for a distance of 295.33 feet to a point;
 Thence S 21° 47' 29" W for a distance of 73.64 feet to a point;
 Thence S 10° 27' 49" W for a distance of 79.41 feet to a point;
 Thence S 24° 10' 31" W for a distance of 20.61 feet to a point;
 Thence S 29° 16' 40" W for a distance of 106.91 feet to a point;
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 Thence S 40° 22' 25" W for a distance of 8.83 feet to a point;
 Thence S 29° 59' 15" W for a distance of 84.98 feet to a point;
 Thence S 32° 22' 40" W for a distance of 30.47 feet to a point;
 Thence S 43° 28' 53" W for a distance of 23.98 feet to a point;
 Thence S 35° 32' 24" W for a distance of 46.10 feet to a point;
 Thence S 22° 43' 39" W for a distance of 69.10 feet to a point;
 Thence S 03° 18' 24" W for a distance of 22.10 feet to a point;
 Thence S 18° 40' 08" W for a distance of 33.00 feet to a point;
 Thence S 09° 42' 30" W for a distance of 28.23 feet to a point;
 Thence S 14° 41' 18" W for a distance of 37.16 feet to a point;
 Thence S 03° 03' 05" W for a distance of 40.20 feet to a point;
 Thence S 01° 50' 46" W for a distance of 22.18 feet to a point;
 Thence S 36° 03' 38" W for a distance of 118.13 feet to a point;
 Thence S 06° 30' 41" W for a distance of 10.50 feet to a point;
 Thence S 42° 36' 42" W for a distance of 28.30 feet to a point;
 Thence S 41° 58' 39" W for a distance of 17.27 feet to a point;
 Thence S 28° 28' 13" W for a distance of 7.71 feet to a point;
 Thence N 61° 10' 05" W for a distance of 57.41 feet to a point;
 Thence N 70° 04' 50" W for a distance of 71.08 feet to a point;
 Thence N 69° 57' 27" W for a distance of 50.31 feet to a point;
 Thence N 67° 00' 57" W for a distance of 53.72 feet to a point;
 Thence N 80° 39' 38" W for a distance of 111.11 feet to a point;
 Thence N 73° 33' 32" W for a distance of 14.66 feet to a point;
 Thence N 79° 58' 53" W for a distance of 113.05 feet to a point;
 Thence N 81° 58' 56" W for a distance of 375.72 feet to a point;
 Thence N 49° 07' 45" W for a distance of 577.89 feet to a point;
 Thence N 44° 05' 48" E for a distance of 320.51 feet to a point;
 Thence N 56° 11' 24" E for a distance of 331.79 feet to a point;
 Thence N 38° 23' 14" E for a distance of 320.30 feet to a point;
 Thence N 60° 58' 45" E for a distance of 450.11 feet to a point;
 Thence S 76° 17' 46" E for a distance of 263.13 feet to a point;
 Thence S 62° 54' 09" E for a distance of 250.00 feet to a point;
 Thence N 30° 11' 47" E for a distance of 322.33 feet to a point;
 Thence N 62° 54' 09" W for a distance of 286.23 feet to a point;
 Thence N 23° 58' 37" E for a distance of 192.28 feet to a point;
 Thence S 69° 44' 16" E for a distance of 292.09 feet to the point of beginning.
 Containing 1,716.768± square feet or 39.41± acres.

Received for record *March 19, 2001*
 at 10:15 a.m. and recorded by
Arthur B. O'Sullivan Town Clerk

RELEASE OF MORTGAGE

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


KNOW YE, THAT Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation) does hereby release and discharge a certain Mortgage from:



MARK R KATRICK
DAWN FG KATRICK


to Countrywide Home Loans, Inc. dated 01/15/1999 and recorded in the LAND Records of the town of ORANGE, County of New Haven and State of Connecticut in Vol. 428, at Page 0628.

IN WITNESS WHEREOF, Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation) has hereunto set their hands this 07 day of March, 2001.

Signed, Sealed and Delivered in the presence of:



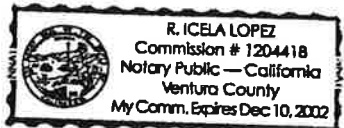
Audrey Rodriguez
Witness



Laura Harvey
Witness


Marieta Mkrtychyan
Assistant Secretary
Countrywide Home Loans, Inc. (fka Countrywide Funding Corporation)

STATE OF CALIFORNIA)
) SS. DATED 03/07/2001
COUNTY OF VENTURA)

Personally Appeared Marieta Mkrtychyan, as aforesaid, Signer of the foregoing instrument, and acknowledged the same to be Assistant Secretary and the free act and deed of said corporation/partnership, before me.



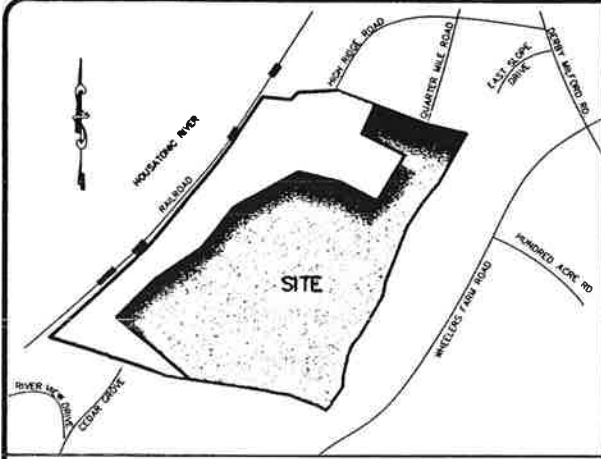


R. Icela Lopez
Notary Public

Mail Recorded Satisfaction To:
MARK R KATRICK
651 HIGH RIDGE RD
ORANGE CT 06477

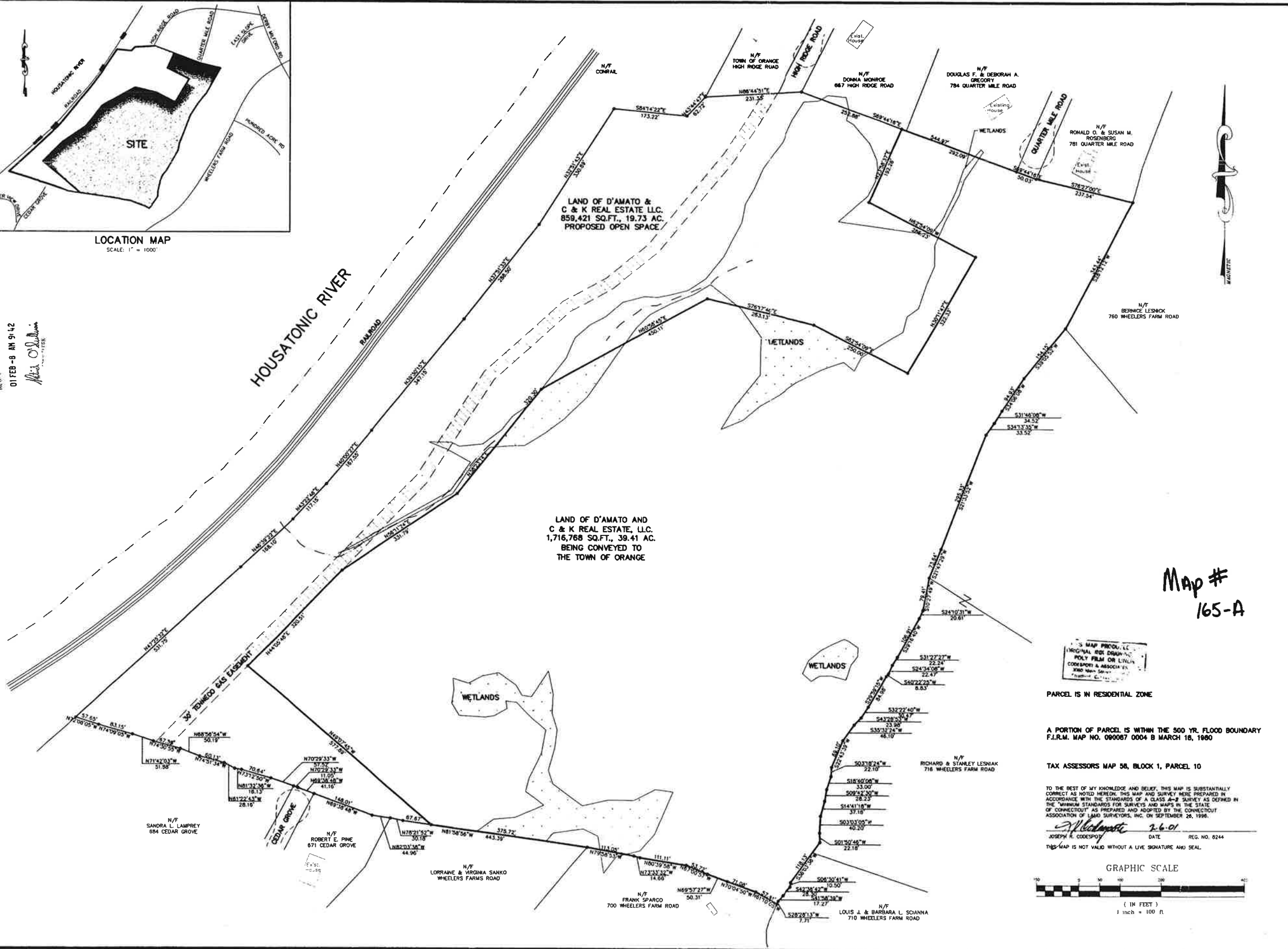
CHL Loan # 2498033 Marieta Mkrtychyan
Prepared by:
CTC Real Estate Services
1800 Tapo Canyon Road, MSN SV2-88
Simi Valley, CA 93063

Received for record March 19 2001
at 11:45 m. A. M. and recorded by
Paul B. O'Dell Town Clerk



LOCATION MAP
SCALE: 1" = 1000'

TOWN CLERK'S OFFICE
RECEIVED
01 FEB -8 AM 9:42
Alfred J. Sullivan
REGISTERED PROFESSIONAL SURVEYOR



Map #
165-A

THIS MAP PREPARED BY ORIGINAL SURVEYOR POLY FILM OR LITHO CODESPOTI & ASSOCIATES 5900 Main Street, Suite 205 Danbury, CT 06811

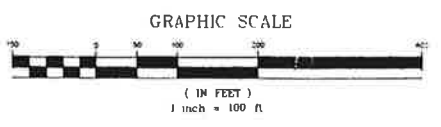
PARCEL IS IN RESIDENTIAL ZONE

A PORTION OF PARCEL IS WITHIN THE 500 YR. FLOOD BOUNDARY F.I.R.M. MAP NO. 090067 0004 B MARCH 18, 1980

TAX ASSESSORS MAP 58, BLOCK 1, PARCEL 10

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996.

Joseph R. Codespoti 2-6-01
JOSEPH R. CODESPOTI DATE REG. NO. 8244
THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND SEAL.



| | |
|-----------|----|
| REVISIONS | BY |
| | |

CODESPOTI & ASSOCIATES P.C.
5900 MAIN STREET, SUITE 205 DANBURY, CT 06811
TEL: 203-375-2581 FAX: 203-377-0864

MAP SHOWING CONVEYANCE OF LAND TO
TOWN OF ORANGE
FROM
D'AMATO AND C & K REAL ESTATE, LLC
QUARTER MILE ROAD
ORANGE, CONNECTICUT

| | |
|----------|-----------|
| DWG # | CHECKED |
| 03187 | ACAD VER |
| 2543 | 14 |
| DATE | SCALE |
| 11/21/00 | 1" = 100' |
| JOB NO. | SHEET |
| 2543 | |