

SURVEY
OF PUBLICLY OWNED PROPERTIES IN WOODBRIDGE, CONNECTICUT

-- 1982 --

Initially designed by
Wilbur Land and
Susannah Scully for
The Commission on the
Use of Publicly Owned
Properties in Woodbridge.

Composed and compiled by
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Commission on the Use of
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INITIAL CHARGE OF THE COMMISSION ON THE USE OF PUBLICLY OWNED PROPERTIES

BE IT ORDAINED THAT:

1. There is hereby created the Commission on Use of Publicly Owned Property to consist of Six (6) members to be appointed by the Board of Selectmen to serve a term of Three (3) years from July 1, and until their successors shall have been appointed and qualified. In addition there shall be Two (2) ex-officio members, One (1) selected by the Town Planning and Zoning Commission and One (1) selected by the Conservation Commission from their respective memberships.

2. The original terms shall be so fixed so that Two (2) members shall be appointed to serve a term of One (1) year, Two (2) for Two (2) years, and Two (2) for Three (3) years and their successors shall serve for terms of Three (3) years each.

3. The Commission shall organize itself by electing a Chairman, Vice-Chairman and Secretary from its membership and by adopting rules and by-laws for the conduct of its business.

4. The Commission shall classify all publicly owned property or property affected with a public interest in the following categories:

- a. Land and buildings dedicated to open space or other use under the terms of grants-in-aid conditions;
- b. Land and buildings, the uses of which are now under the direction of existing commissions or other agencies of the Town;
- c. Land and buildings, the uses of which are not under the direction of existing commissions or other agencies of the Town;
- d. Land and buildings to which Town had the option to purchase and/or right of first refusal.

5. It shall be the duty of the Commission to study the uses of all such land and buildings from time to time and to study and recommend to the Board of Selectmen the acquisition by purchase or otherwise, uses, changes in uses, or, direction of such uses by appropriate commissions or agencies now existing or to be created; with such expert advise, research resources and assistance as it shall deem appropriate to such duties.

All such Town agencies and commissions administering, using or affecting such land and buildings shall report to the Commission as required by it.

6. The Commission shall submit a report of its study, findings and recommendations in writing to the Board of Selectmen on or before January 31st of each year.

COMMITTEE SITTING THAT CHARGED THE COMMISSION

Theodore Clark, First Selectman

Guido Calabresi

Christine H. Donaldson

Katharine Nangle

Russell B. Stoddard

RULES AND BY-LAWS

COMMISSION ON USE OF PUBLICLY OWNED PROPERTY

Town of Woodbridge, Connecticut

Meetings

The Commission shall hold not less than three meetings in each calendar year and such additional meetings as may be called by the Chairperson. The Chairperson shall call a meeting whenever requested to do so by two members of the Commission or by the Board of Selectmen.

Notice of Meetings

Reasonable notice of meetings, written or oral, shall be given to each member of the Commission. The presence of a member of the Commission at a Commission meeting shall constitute a waiver of any defect in the notice of the meeting pertaining to such member.

Vote Required; Quorum

Recommendations to the Board of Selectmen, as prescribed by paragraphs 5 and 6 of the ordinance creating this Commission shall require the affirmative vote of not less than four members of the Commission at a meeting, the notice of which includes a warning that such recommendations will be voted upon. For any other business of the Commission, four members shall constitute a quorum, and actions may be taken by a majority vote.

COMMISSION ON THE USE OF PUBLICLY OWNED PROPERTIES
WOODBIDGE, CONNECTICUT

The survey of Town-owned property shows that of the almost 12,000 acres in Woodbridge, the Town owns about 444 or 4%, of which 175 or 1.5% are in the Center.

PUBLICLY OWNED PROPERTIES IN THE CENTER OF WOODBRIDGE - c.175 acres

The Center Triangle, bounded by Meetinghouse Lane, Center and Newton Roads; including The Center, the Firehouse and Library; c. 9 acres.
The Fitzgerald Tract, corner of Center and Beecher Roads, 133+/- acres.
The Hoffmann Piece, corner of Center and Newton Roads, opposite the Library, 5.9 acres.
The Rice Property, Center Road, bordering Center Field and including pond, c.9 acres.
The Town Hall-Center Field Tract, Meetinghouse Lane and Center Road, 17 1/2 acres.

OUTLYING TRACTS OF PUBLICLY OWNED PROPERTIES - one or more acres

Acorn Hill Landfill - Haddad-Tinari Property, Acorn Hill Road, 60.5 acres.
Beecher Road School, Beecher Road, 25 acres
Bethany, Orange & Woodbridge Regional Dog Pound, Bradley Road, 1.08 +/- acres.
The Thomas Darling - G. Halstead Bishop Estate Property, East and West, Litchfield Turnpike, c. 152 acres
1840 Litchfield Turnpike, c. 1 acre
The Lucy/Mettler Streets Property, site of the Old Warner School, 2.02 acres
The Meiss Property, Rimmon Road 16.5 acres
The Northwest Cemetery, Seymour Road, c. 3 acres
The Old Derby Trail, west of and off lower Amity Road, 15 +/- acres.
Sperry Park and Henry C. Hickox Memorial Park, Sperry Road, combined 5.88 acres
Triangle, corner of Ford, Northrop, and Old Westward Roads, 1.16 acres
West River Field, South Bradley Road, 7.07 acres.

PUBLICLY OWNED PROPERTIES - of less than one acre

Piece on Manilla Avenue, c. 60' x 100'
The Old South School-now used by the Knights of Columbus, Johnson Road, .17 acres

PUBLICLY OWNED PROPERTIES - for drainage or vehicular rights of way

Dogwood Circle, a drainage right of way, .04 acre
Laurel Road, a future highway right of way, .32 acre
Lorraine Drive, a future highway right of way, .4 acre

PUBLICLY OWNED PROPERTIES ON PAPER STREETS

Selden Terrace, west of lower Amity Road, .21 acre
View Place, west of lower Amity Road, .16 acre
"Woodbridge Heights," off South Please Road, scattered
lots, 25' x 100'

PUBLICLY OWNED PROPERTIES - bought with aid of federal and/or
state grants for "conservation, recreation and open space
purposes"

Acorn Hill Landfill, Acorn Hill Road, with 40% state
aid, no federal aid
The Thomas Darling-G. Halstead Bishop Estate Property,
East and West, Litchfield Turnpike, each with 50%
federal and 25% state aid

PUBLICLY OWNED PROPERTIES WITH HISTORIC INTEREST FOR THE TOWN

The Thomas Darling-G. Halstead Bishop Estate Property,
East and West, including the Thomas Darling house
and barns
The 1911 Kindergarten, originally built on Lucy Street,
now dismantled and stored in the Thomas Darling
barns
The Old Derby Trail, west of lower Amity Road
The Old South School, now used by the Knights of
Columbus, Johnson Road
The Northwest Cemetery, Seymour Road
Sperry Park, Sperry Road

PUBLICLY OWNED PROPERTIES DEVOTED IN WHOLE OR IN PART TO
RECREATION

Acorn Hill Landfill, Acorn Hill Road - deed restricted
for conservation and recreation
Beecher Road School, Beecher Road
The Center, Meetinghouse Lane
Center Field, Center Road, under control of the
Recreation Commission
The Thomas Darling-G. Halstead Bishop Estate Property,
East and West, Litchfield Turnpike - most of it
dedicated for conservation, recreation and open
space
Sperry and Henry C. Hickox Parks, Sperry Road
West River Field, South Bradley Road - under control of
the Recreation Commission

PUBLICLY OWNED PROPERTIES SUBJECT TO GRANTS-IN-AID CONDITIONS

Acorn Hill Landfill, Acorn Hill Road
The Thomas Darling-G. Halstead Bishop Estate Property,
East and West, Litchfield Turnpike

PUBLICLY OWNED PROPERTIES SUBJECT TO OTHER EXISTING DEED
RESTRICTIONS (1982)

Bethany, Orange and Woodbridge Dog Pound, Bradley Road
Lucy/Mettler Streets Property
Sperry Park, Sperry Road

ALL PUBLICLY OWNED PROPERTIES ARE UNDER THE MANAGEMENT OF THE BOARD OF SELECTMEN. USE OR DISPOSITION OF PUBLICLY OWNED PROPERTIES ARE SUBJECT TO THE VOTE OF TOWN MEETINGS. THE BOARD OF SELECTMEN HAS DELEGATED AUTHORITY OVER THE FOLLOWING PROPERTIES TO THE FOLLOWING BOARDS, COMMISSIONS OR GROUPS.

Beecher School, Beecher Road - the Board of Education,
Recreation Commission

Center Field, Center Road - the Recreation Commission

Clark Memorial Library, Newton Road - Library Board
of Directors

The Thomas Darling-G. Halstead Bishop Estate Property -
part of both East and West parts to the Amity &
Woodbridge Historical Society as agent of the
Board of Selectmen; and non-exclusive use of part
of the West piece for a Boy Scout campsite.

Fire House, corner of Newton and Center Roads - Fire
Commissioners

Police Headquarters, The Center, Meetinghouse Lane -
the Police Commission

Sperry Park, Sperry Road - Sperry Park Commission

West River Field, South Bradley Road - the Recreation
Commission

PROPERTIES AFFECTED BY THE PUBLIC INTEREST

A. Property subject to Town option to acquire

1. Ansonia-Derby Water Company - western side
of Town
2. Connecticut Light and Power Company - throughout
the Town
3. New Haven Water Company - north and eastern
part of Town; also southwestern part of Town
4. United Illuminating Company - primarily the
southern part of Town

B. Other

1. Alice Newton Street Park
2. Amity Regional High School
3. Conservation Trust Properties

SEQUENTIAL ACQUISITION OF TOWN-OWNED PROPERTIES IN WOODBRIDGE

--1982--

The apparent existence and use of the Northwest Cemetery pre-dates the incorporation of Woodbridge in 1784. No deed for the property exists in the Town Clerk's office.

- 1866 Old South School, Johnson Road -- bought for school purposes
- 1907 Sperry Park, Sperry Road -- given as a Park
- 1911 "Little Lucy" Kindergarten Property, Lucy Street-- given for use as a school site. Adjacent land on both Lucy and Mettler Streets was acquired through ten separate deeds between 1911 and 1947
- 1919 Town Hall Property, Meetinghouse Lane for \$500.00 for 1/2 acre
- 1921, 1926
& 1930 The Center Triangle - - - 1 3/4 acres
- 1930 and thereafter-Scattered parcels of c. 25' x 100' in "Woodbridge Heights", claimed in 1925 to be 'New Haven's finest Residential Suburb', South Pease Road
- 1936 Old Derby Trail, west of lower Amity Road
- 1941 &
1944 Two contiguous parcels on Selden Terrace, west of lower Amity Road
- 1942 1840 Litchfield Turnpike, corner of Bond Road
- 1946 Center Field Area, Center Road . . \$11,025.00
- 1947 &
1948 West River Field, South Bradley Road
- 1955 Henry C. Hickox Memorial Park, Sperry Road, contiguous with Sperry Park

SEQUENTIAL ACQUISITION OF TOWN-OWNED PROPERTIES IN WOODBRIDGE

1959 Beecher Road School Property, Beecher Road

1963 The Meiss Property, Rimmon Road

1965 The Hoffmann Piece, Center and Newton Roads

1967 The Rice Property, house and pond, Center Road
Thomas Darling - G. Halstead Bishop Estate,
east of Litchfield Turnpike

1968 Second property for Beecher School, Beecher Road

1968 Haddad Property - Acorn Hill Landfill, Acorn
Hill Road

1969 Property for use as the Regional Dog Pound,
Bradley Road

1973 Thomas Darling - G. Halstead Bishop Estate,
west of Litchfield Turnpike, two pieces

1973 The Fitzgerald Property, Center and Beecher
Roads

1973 Dogwood Circle, Laurel Road, and Lorraine Drive
properties

1974 The Olsen Property, west of Litchfield Turnpike,
joining the two Darling-Bishop properties, west
of the Turnpike

1979 Triangle - Ford, Northrop, and Old Westward Roads

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INITIAL MEMBERS OF THE COMMISSION 1974

Susannah Scully, Chairman

Wilbur Land, Vice Chairman

Carl Lindskog, Secretary

James W. Cooper

Eugene Festa

Robert Hedberg

Katherine Nangle, Honorary Member

MEMBERS OF THE COMMISSION 1982

Susannah Scully, Chairman

Gerald Weiner, Vice Chairman

Carl Lindskog, Secretary

Janet Hafner

Edward Nolan

Edward Quinlan

Katherine Nangle, Honorary Member

SPERRY PARK and HENRY C. HICKOX MEMORIAL PARK
SPERRY ROAD

Acquisition

The properties for the two adjacent parks were acquired for park purposes in two separate deeds. The first for "four acres, more or less," was for "that portion of the 'Sperry Farm' known as the 'Home Lot'" in a quit claim deed from "Nehemiah D. Sperry, E. Knight Sperry, and Harriet S. Miller, all of New Haven, Connecticut, and Andrew J. Ramsdell, L. Atlanta Ramsdell, and G. Louise McIntosh of the Burrough of Brooklyn in the City of Greater New York"; the deed was dated September 28, 1907 and recorded on the same date in volume 27, pages 121-122. The second was for one acre, more or less, to be known as the "Henry C. Hickox Memorial Park" in a quit claim deed from "Elbert C. Ford, Executor of the Will of Charles H. Ford, late of Woodbridge, now deceased, whose estate is now in probate in the Probate Court for the District of New Haven and Nellie R. Canfield Ford, both of the Town of Woodbridge"; the date of the deed was February 12, 1955, and it was recorded on July 5, 1955 in volume 57, pages 47-48. According to a Probate record of October 2, 1907, recorded on October 14, 1907 in volume 28, page 138, Charles N. Ford and Nellie R. Canfield Ford had previously inherited eighty acres from Henry C. Hickox. A third quit claim deed for the same Hickox property "from Elbert C. Ford, Anna F. Pease and Elsie H. Ford, all of the Town of Woodbridge,..being all of the children of Charles H. Ford, late of Woodbridge, now deceased," was dated February 12, 1955 and recorded on July 5, 1955 in volume 57, pages 52-53.

The Town's title to the land south and west of the Sargent River has long been disputed by the New Haven Water Company. The Water Company has a warranty deed to three pieces of land from Elizur B. Doolittle, dated May 23, 1902 and recorded on August 11, 1902 in volume 25, page 265. The second of the pieces was for seven acres "known as Wintergreen Hill and bounded ... East by land of the said Water Company and Sargents River, North on Sargents River, and the Road running up to a Bridge, West on the Highway." Mr. Doolittle had previously in 1891 acquired two pieces of land from "Nehemiah D. Sperry, E. Knight Sperry, Eugene S. Miller and Harriet A. Miller, all of the City of New Haven ... and Andrew J. Ramsdell, L. Atlanta Ramsdell and G. Louise Ramsdell of the City of Brooklyn in the State of New York" in a quit claim deed, dated April 6, 1891 and recorded on April 24, 1891 in volume 24, page 376. The second of these pieces was "bounded North and East by Sergents River and land formerly of Uriah Clinton". Three affidavits by town citizens of that time have seriously questioned the accuracy of the Doolittle deed to the New Haven Water Company claiming that the 'Home Lot' of the 'Sperry Farm' was always considered to be on both sides of the River, and was not included nor intended to be

SPERRY PARK and HENRY C. HICKOX MEMORIAL PARK
SPERRY ROAD

included in the Sperry deed to Mr. Doolittle. If the Park land is "four acres, more or less" (as the Park's specifies), it would seem that it had to include agr the south and west of the River. How the Water Comp given a warranty deed, based on earlier quit claim deeds, is not clear; nor is it easy at this time to recognize landmarks of old fences and trees or mention of neighboring owners referred to in the various deeds.

Three other deeds relating to Water Company lands in the vicinity are: (1) a quit claim deed from Henry C. Hickox to the Fair Haven Water Company dated February 7, 1876 (and recorded on February 13, 1876, in volume 21, page 390) granting "the right to divert..from its present bed or course, also the right to lay one or more pipes across my land near" Sargents River; (2) a warranty deed from Henry C. Hickox to the Fair Haven Water Company for land west of the highway and crossing Sargents River dated April 1, 1876 and recorded on April 3, 1876 in volume 23, page 168; and (3) a quit claim deed from the Fair Haven Water Company to the New Haven Water Company to the rights and land of the above deeds, dated June 26, 1876 and recorded on June 30, 1876 in volume 24, page 7.

Assessed Value - 1974 \$13,230

Assessed Value - 1981 \$32,870

Location and Description

The combined Sperry and Henry C. Hickox Memorial Parks land consists of five acres, more or less, on either side of Sargents River, east of Sperry Road, below the Sperry Road Bridge. They are surrounded by extensive New Haven Water Company lands. As defined in its deed, Sperry Park is "that portion of the 'Sperry Farm' known as 'Home Lot' on which the Dwelling House stood and which contains four (4) acres, more or less, bounded and described as follows, to wit, Easterly by land of New Haven Water Comapny, Southerly by land of said New Haven Water Company, Westerly by land of said Water Company and by highway and Northerly by highway."

The spring (mentioned in the deed) is on Sperry Road. The entrance to the Park is at its northwest corner and leads to a small parking lot. The tree-shaded 'Home Lot' is bordered on the north by an old stone wall. Cellar holes and old lilac bushes are on the crest of its hill to the north of and above the river; its land slopes down in fields and ledges to the River, Sperry Falls and small pools below and then rises sharply in the evergreen and fern covered banks south and west of the River. The old Sperry millstone can be seen and grist mill site can be detected. The wooded Hickox land of one acre, more or less, according to its deed (though an earlier deed refers to 1 and 1/4 acres) is bounded "WEST and NORTHWEST by Sperry Road; EAST by land formerly of the Heirs of Enoch Sperry, et ux; and SOUTH by land formerly of Bevil Smith. The Easterly line can be determined by a series of old stone bounds set in the ground."

Together the two Parks offer a quiet setting for walking along the colonial, and still dirt, Sperry Road; for walking through the fields and woods of the parks or sitting by the ever-flowing Sargents River, Sperry Falls and pools.

SPERRY PARK and HENRY C. HICKOX MEMORIAL PARK
SPERRY ROAD

<u>Zone</u>	A	<u>Road Class</u>	C
<u>Map</u>		<u>Assessor's Map</u>	70-1652

None is referred to in either deed. The Sperry Park Committee has a map purportedly made by John Coe from figures given by Helen Newton, entitled "The Sperry Homestead, Woodbridge, Connecticut; Scale: 1"=200'; 1953."

Restrictions, Agreements and Encumbrances

Sperry Park was given to the Town as a rural park on two conditions: "This deed is given upon condition that said plot of land shall be known as 'Sperry Park' and shall be kept in good condition for a rural park. The spring on the lot shall be kept cleaned out at all times and provided with a cup for drinking purposes and that said land shall not be leased, sold or exchanged or be taken by any corporation, public or private, nor shall the timber or wood thereon be sold, removed or destroyed."

Similarly, the Henry C. Hickox Memorial Park was offered by the releasee and accepted by the Town "for public park purposes only, and if accepted ... is to be used as such only and is to be known as the 'Henry C. Hickox Memorial Park'".

Regulations made by the Sperry Park Committee and posted in its parking lot read:

"Sperry Park Regulations

This area is on the watershed of a public water supply and State law prohibits swimming, wading or pollution under penalty of a \$100 fine or six months in jail or both.

- . Hours are one hour before sunrise to one hour after sunset.
- . Please park cars in designated area.
- . Please do not start fires, litter or use alcoholic beverages.
- . Hunting is prohibited.

Use restricted to Woodbridge residents and their guests only.

Town of Woodbridge"

The Rollin C. Newton Memorial Park Fund was established in 1958 with \$1,250, as dictated by paragraph 8 of the Will of Lena Z. Newton. A letter informing the Town of the bequest was sent to then Town Cler, Newton H. Street, on September 8, 1958 by C. G. Hummel, Administrator for the Estate of Lena Z. Newton; it was received and the money

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SPERRY PARK and HENRY C. HICKOX MEMORIAL PARK
SPERRY ROAD

deposited on September 12, 1958. In it, paragraph 8 is quoted as stipulating: "I give to the Town of Woodbridge \$1,250.00 to constitute a Rollin C. Newton Memorial Fund, the income from which (only) is for use of or maintenance of the Sperry Park in Woodbridge. In the event that Sperry Park should ever permanently cease to be available to the people of the Town of Woodbridge, this Rollin C. Newton Memorial Fund is to be transferred to the Amity and Woodbridge Historical Society, the income to be used for its best interests, hopefully for maintenance of a local Historical Museum."

Utilization

Both parks are used for rural park purposes and are restricted to use by Woodbridge residents and their guests. They are periodically checked on and patrolled by the Woodbridge Police Department and/or its auxiliaries.

Agency in Control

The Sperry Park Committee. In a Special Town Meeting, held in Woodbridge on October 13, 1952 and as recorded in the Town Journal, Volume 5, pages 358-59, it was moved by Newton H. Street, seconded by Kenneth Wynne and voted by acclamation that:

1. Establishment and Membership

"The Selectmen of the Town shall appoint a Committee consisting of six members composed by six resident electors of the Town, and the First Selectman shall be an ex-officio member, said committee to be known as the 'Sperry Park Committee.' Two members of this committee shall be appointed to serve until November 1st, 1956. Two members of this committee shall be appointed to serve until November 1st, 1958, and beginning in 1954 in the month of October in each even numbered year, two members of this committee shall be appointed to serve for a term of six years from the first day of November succeeding his appointment.

2. Meetings

They shall elect a Chairman and a Secretary from their number and shall be sworn to a faithful performance of their duties. Meetings shall be called by the Chairman or by a majority of the members of the committee. A majority shall constitute a quorum. In the event of a tie vote, the First Selectman shall be called to vote thereon, and the tie shall thereby be dissolved.

3. Vacancies

All vacancies occurring in said committee shall be filled by the Board of Selectmen.

SPERRY PARK and HENRY C. HICKOX MEMORIAL PARK
SPERRY ROAD

4. Expenses paid

No member shall receive compensation for his services as such, but the necessary expenses of the committee shall be paid by the Town upon approval by the Board of Selectmen.

5. Duties and Powers

Said committee shall have the general management and control of the parcel of land known as 'Sperry Park' and any buildings, apparatus or equipment owned by the Town of Woodbridge and located in, or used in connection with said Sperry Park and shall provide for the maintenance of the same, shall annually prepare a budget for consideration by the Board of Finance and shall make such rules and regulations as are necessary or desirable governing the use of Sperry Park by the public;" and second, it was voted "To authorize and empower the Sperry Park Committee and the Board of Selectmen to negotiate and to act in the name of the Town regarding boundary disputes and any other matters concerning Sperry Park."

In a vote by a Special Town, Special Budget, and Annual Budget Meeting, held on May 16, 1955 and as recorded in the Town Journal in Volume 5, page 374, "It was unanimously VOTED: The Sperry Park Committee be and is hereby authorized and empowered to accept, with the approval of the Board of Selectmen, any and all devises, legacies or gifts of property, either real or personal, of any kind or class, that may be given or left to it by will or devise, or within its budget, to purchase land desirable for the maintenance or enlargement of Sperry Park; and the Sperry Park Committee is hereby given full power and authority, as trustees or otherwise, to invest, reinvest and to have complete direction and management over all such property of any class or kind, already given, or which may hereafter be given, either to the Sperry Park Committee or to the Town of Woodbridge for the use of said Committee or for the benefit of said Sperry Park."

The establishment and charges of the Sperry Park Committee were later incorporated into the Town Code, Chapter 55, Sections 1 - Establishment & Membership; 2. Meetings; 3. Vacancies; 4. Expenses Paid; and 5. Duties & Powers.

Recommendations

It is recommended that supervision of the Henry C. Hickox Memorial Park be given to the Sperry Park Committee.

Acquisition

This property was acquired through two Certificates of Foreclosure for contiguous Lots #206 and #205. The first closure, Lot #206, was against "Louise S. Goodsell, also known as Louise Goodsell, now or formerly of the Town and County of New Haven, ..'or her survivors,' representatives and creditors .. whose names and residences are unknown" in a deed dated the 29th of November, 1944 and recorded in Volume 47, page 51, on December 2, 1944. The second, Lot #205, was against Sara P. Goodsell, "also known as Sarah Goodsell, nor or formerly of the Town and County of New Haven.. 'or her survivors,' representatives and creditors..., whose names and residences are unknown" in a deed dated the 29th of November, 1944 and recorded in Volume 47, pages 51-52, on December 2nd, 1944.

Assessed Value - 1974

.16 acre \$200

Assessed Value - 1981

.16 acre \$700

Location and Description

View Place is a paper street, parallel to and somewhat west of Amity Road, south of and accessible by the Old Derby Trail property. It is parallel to, and the next mapped street west of, the paper street, Selden Terrace. Each of the deeds for Lot #206 and Lot #205 describes "a certain parcel of land with all the buildings thereon at Valley View, shown as Lot No...(206 and 205) on a certain map prepared by W. J. Wood, Jr., C.E., entitled "First Section Valley View", on file in the Woodbridge Town Clerk's Office .." Their combined boundaries would read:

"Northerly by Lot 207 on said Map, 120 feet;
 Easterly by View Place, 60 feet;
 Southerly by Lot 204 on said Map, 120 feet; and
 Westerly by land nor or formerly of Dudley S. Trowbridge, 30 feet and by a triangular piece of land not plotted or numbered on said Map, nor or formerly of Dudley S. Trowbridge, 30 feet."

Zone

General Business

Road Class

P

Map

Map 66 #17, entitled "FIRST SECTION, VALLEY VIEW, Woodbridge, Conn., July, 1911, Scale 1"=60'," surveyed by W. J. Wood, Jr., Civil Engineer of Norwalk, CT.

Assessor's Map 67-1

Restrictions, Agreements, and Encumbrances

None.

5 VIEW PLACE cont'd.

Utilization

Unused.

Agency in Control

Board of Selectmen

Recommendations

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NORTHWEST CEMETERY
212 Seymour Road

Map 235, "Crestview Subdivision of Property, owned and developed by Joseph Dapkins, Woodbridge, Connecticut. Cahn Engineers, New Haven, Conn., Scale, 1"=100', October, 1967 FB 633-39, 668-71, 771-58, 717-55, 64, 71, 718-64, 721-. Revised Feb. 2, 1968." This shows the new land west of the old part of the Cemetery.

A more detailed plot of the old part of the Cemetery, entitled "Northwest Side Cemetery, *not to scale, all dimensions, locations, and directions are approximate, prepared by Eric Wilkinson, July 31, 1976," roughly shows the individual grave stones, their shape and form, and the family names on them.

"Northwest Cemetery, Woodbridge, Connecticut Scale 1"=20', August 31, 1976. William E. Gilbert Associates, Consulting Engineers, Bethany, Conn."

Restrictions, Agreements, and Encumbrances

The deed from Neilsmine Christine Paulsen specifies that "The Town hereby agrees to build and maintain all necessary fences."

The Julia E. Booker Trust Fund was created with \$1,000 in accordance with Article XI of her will and given to the Town on September 4th, 1917 "in trust to the West (locally known as the Northwest) Cemetery in Woodbridge, the use and interest thereof to be devoted to the care of the grave of my ancestors, the headstones and monuments and the balance, if any, for the general care of said cemetery." This was accepted at the Annual Town Meeting held on October 1, 1917.

In 1924, the Mary J. Ford Trust Fund was given to the Selectmen of the Town ... "in trust, to keep the burial lot and monument of Oliver Stoddard Chatfield in order, said lot being located in the North West Cemetery." The amount of the Fund was \$200, deposited in the New Haven Savings Bank.

The Northwest Cemetery Fund with a capital of \$2,150, in the New Haven Savings Bank, was created in 1971-72 with monies received from the sale of cemetery lots and perpetual care provisions. The interest from it now goes into the General Fund and is used for cemetery upkeep.

At a Special Town Meeting held on January 7, 1971, a "Cemetery Ordinance" was passed giving authority to the Board of Selectmen to "manage, operate and maintain public cemeteries of the Town of Woodbridge subject to limitations and restrictions set forth herein or contained in Chapter 339 of Connecticut General Statutes, 1958 Revision, as amended." The Board was to appoint a superintendent whose duties were outlined, to set rules and regulations, rules of interment, lot valuation, records of ownership, and to establish cemetery accounts. The stipulations of the "Cemetery Ordinance" were incorporated into the Town Code, Chapter 9, Cemeteries, sections 1-9.

The Northwest Cemetery is the only town-owned cemetery in Woodbridge. By November of 1971, the Board had drawn up and adopted twenty-nine "Northwest Cemetery Regulations" about purchases, certificates of title, the nature of grave monuments and their care, and about interment and/or disinterment. A copy of the Regulations is attached. Lot purchases were restricted to Town residents and their descendants.

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NORTHWEST CEMETERY
212 Seymour Road

Utilization

As a town-owned cemetery.

Agency in Control

The Board of Selectmen, as voted in a Special Town Meeting, January 7, 1971, and the Board's appointed superintendent, responsible to it.

Recommendations - 1978

Continued use as a Town-owned cemetery.

Correct the sign at the Cemetery, the Regulations for it, and the Actual Interest Income statement in the Town Report to refer correctly to the "Northwest Cemetery" not the 'North West Side Cemetery' or 'Northside Cemetery Regulations', or 'Int. North West Side'.

WEST RIVER FIELD
25 SOUTH BRADLEY ROAD

Acquisition

This property was acquired through two Warranty Deeds. The first was a Warranty Deed for seven and seven-tenths acres from Ernest and Anna Caccavale of Woodbridge, dated December 12, 1947, recorded in volume 49, pages 284-85 on the same date. A purchase price, not to exceed \$5,500 was authorized by a Special Town Meeting held on November 17, 1947 and noted in the Town Journal, volume 5, page 328. The second was a Warranty Deed for a small fraction of an acre to connect the Caccavale piece with Manila Avenue from James DeVito of Woodbridge, dated June 11, 1948 and recorded on the same date in volume 49, pages 395-96. According to the Town Journal (volume 5, page 330), the Town transferred through a quit claim deed lots 11 and 12 in exchange for lots 18 and 19 on Manila Avenue, and the eastern half of lot 17 was to be bought for no more than \$150 from the Caccavale purchase approved monies.

Assessed Value - 1974

7.07 acres \$47,250
Chain-link fence and black top \$830

Assessed Value - 1981

7.07 acres \$ 137,200
Chain-link fence and black top \$ 8,490

Location and Description

The West River Field property is flat open land between West River and West Rock.

The first deed describes the playing field acres, north of Manila Avenue, as "that certain piece or parcel of land containing seven and seven-tenths acres, more or less, with all the improvements thereon, situated in the said Town of Woodbridge in said County and State and bounded:

- NORTH by Bradley Road, 50 feet, more or less;
- EAST by land formerly of Betsey A. Bradley, later of Domenico Amato and Antonetta Amato, 395 feet, more or less;
- NORTH again by said land formerly of said Betsey A. Bradley, later of said Domenico Amato and Antonetta Amato, 985 feet, more or less;
- EAST again by land formerly of said Domenico Amato and Antonetta Amato, later of Alfonso Leonardo and Beatrice C. Leonardo, 490 feet, more or less;
- SOUTH by land known as "Westville Park", 690 feet, more or less;
- WEST by the remaining land of the said grantors herein, Ernest Caccavale and Anna Caccavale, 350 feet, more or less;
- SOUTH again by said land of said grantors herein, Ernest Caccavale and Anna Caccavale, and by land

WEST RIVER FIELD
25 SOUTH BRADLEY ROAD

of Louis DiGennaro, each in part, in all 188 feet, more or less, by a straight line drawn parallel with and perpendicularly distant, 70 feet from the second north boundary described above, and WEST again by the remaining land of the said grantors herein, Ernest Caccavale and Anna Caccavale, 460 feet, more or less, by a straight line drawn parallel with and perpendicularly distant 50 feet from the first east boundary described above."

The second deed describes a small piece, 50 feet by 100 feet, connecting the above Caccavale piece with Manila Avenue, as "all that certain piece or parcel of land ... known as Lots Nos. 18, 19 and the easterly one-half portion of Lot No. 17 as shown on a plan of lots at Westville Park, owned by J. W. Wilbur, said plan being made by A. L. Elliot, Surveyor, dated July 25th, 1899, and filed in the Woodbridge Town Clerk's Office, said lots taken together are bounded:

SOUTH by Manila Avenue, as shown on said plan, fifty (50) feet;
WEST by the remaining one-half portion of Lot No. 17, as shown on said plan, one hundred (100) feet;
NORTH by land now owned by the said Town of Woodbridge, fifty (50) feet; and
EAST by Lot No. 20, as shown on said plan, one hundred (100) feet."

Presently the piece contains three baseball diamonds and backstops; its third diamond was laid out in 1976 to maximize the potential use of the land for recreational purposes.

Zone Development District II

Road Classes

South Bradley Road	C
Manila Avenue	C

Maps

Assessor's Map 67-3

Map 79R entitled, "Property of Ernest Caccavale and Anna Caccavale, location, Woodbridge, Conn., Scale one inch equals 100' feet, Date December 3rd, 1947, K.W. Leighton, Civil Engineer, New Haven, Conn."

Map 11, showing Lots 18, 19 and the easterly portion of 17, entitled "Westville Park, Woodbridge, Conn., owned by J.W.Wilbur, and plan being made by A. L. Elliot, Surveyor, dated July 25th, 1899, Scale 60'=1".

Map 73A in volume 2 entitled "Proposed Indoor Tennis Courts, Woodbridge, Conn., Site Plan, Scale 1"=40', Herbert S. Newman, A.I.A., October 23, 1973."

WEST RIVER FIELD
25 SOUTH BRADLEY ROAD

Recommendations

Continue use as is.



WEST RIVER FIELD
25 SOUTH BRADLEY ROAD

Restrictions, Agreements and Encumbrances

In the first deed, the Caccavales reserved "... a right of way for all purposes whatsoever, in, through, over and upon a certain portion of said above described piece or parcel or land and bounded:

NORTH by Bradley Road, 50 feet, more or less;
 EAST by land formerly of Betsey A. Bradley, later of Domenico Amato and Antonetta Amato, 395 feet, more or less;
 NORTH again by said land formerly of said Betsey A. Bradley, later of said Domenico Amato and Antonetta Amato, 135 feet, more or less;
 EAST again by a portion of the land conveyed herein, 70 feet, more or less;
 SOUTH by a remaining portion of the land of the grantors herein, Ernest Caccavale and Anna Caccavale and by land of Louis DiGennaro, each in part, in all 188 feet, more or less, and
 WEST again by the remaining land of the said grantors herein, Ernest Caccavale and Anna Caccavale, 460 feet, more or less."

**

In a deed, dated March 25, 1974 and recorded in volume 104, pages 666-667 on April 8, 1974, the Town gave a right-of-way to a thirty foot strip of land on the north edge of West River Field to the West Rock Tennis Club. The right-of-way was for pedestrian and vehicular traffic access to the Club from South Bradley Street for the Club's "members, guests, and invitees". The Club agreed to maintain the right-of-way in accordance with pre-set standards. In the same deed, the Town further gave "an easement along the southerly lines of said West River Field for the purpose of laying storm and sanitary sewer lines ... together with the right to enter upon said land of said Town as may be convenient and necessary to excavate, lay, install, repair, or maintain said sewer lines. The release further covenants with the said Town that said Town shall have the right without expense or charge to connect to said sewer line or lines."

** Section 5-D of the Woodbridge Town Code specifies: "The lot of land purchased by the Town from E. Caccavale shall be known as West River Field."

Utilization

The seven and seven-tenth acres are intensively used for three baseball diamonds by the Department of Recreation, the Baseball Fathers' League, and neighboring families.

Agency in Control

The Recreation Commission, as provided in the ordinance creating the Recreation Committee (later named Commission) adopted at a Special Town Meeting on January 31, 1945, and amended November 16, 1951, and incorporated in the Woodbridge Town Code, Chapter 46, sections 1-5. Section 5-E specifies, "The Recreation Committee shall have general control and care of Center Field and West River Field and all property and equipment used on such fields. The Committee shall also have control and supervision of all games and other activities on such fields."

"WOODBIDGE HEIGHTS"

East of South Pease Road

Acquisition

"Woodbridge Heights" is a paper development of 209 lots on approximately nine acres. Mapped and planned in 1925 as "New Haven's Finest Residential Suburb, owned and developed by the Tri-State Realty Co., Inc., 195 Church Street, New Haven, Conn.", its lots ranged in size from 35' x 36' to 34' x 100', but were mostly 25' x 100'; and were marked out in Blocks A, B, C, D, E, F, and G. The blocks were divided by 50' paper streets named Maple, Beeching, Sylvan, Central and Neponset Avenue, all of which were reached by Forest Avenue running east from South Pease Road. The lots were initially given out as theater door prizes and/or at fairs in the 1920's. By the mid 1930's, they began to be quit claim deeded to the Town, or to be received through certificates of foreclosure and administrative deeds. The Town presently appears to own between 67 and something over 100 of these lots scattered throughout the whole tract. The Conservation Trust owns two lots, or .12 acres, in Block C; and there are some areas where it is presently unclear whether the lots are owned by individuals, the Town or are in a limbo status.

Assessed Value - 1974 1981 valuation assessed in like manner.

All the land is assessed as rear acres, at varying amounts per lot.

Location and Description

"Woodbridge Heights" is wooded, hilly land, southeast of Hillcrest Nurseries and east of South Pease Road. Both its Blocks and lots are laid out in a grid pattern.

Zone

Residence A

Road Classes

P

Map

Assessor's Map 70-1140

"New Haven's Finest Residential Suburb, owned and developed by the Tri-State Realty Co., Inc., 195 Church Street, New Haven, Conn. 1925. Scale: 1 inch = 40 feet, Herbert A. Pratt, Civil Engineer, 705-6 State Mutual Bldg., Worcester, Mass."

Restrictions, Agreements, and Encumbrances

Some, if not all, of the lots carried the restriction that no "dwelling costing less than three thousand dollars" should be erected on them; and some of the eastern lots in Block G had a "right of way to pass and repass for all purposes" restriction on the c. 50 foot wide strip of land bordering their eastern end or side boundaries.

"WOODBIDGE HEIGHTS"
East of South Pease Road

Utilization

None.

Recommendation

Considerable work needs to be done to clarify the current status of Town and private ownership of the individual and combined lots in the development. A few appear to have both quit claim deeds from private owners and certificates of foreclosure deeds from the Tri-State Realty Co., Inc. Twenty-three parcels of one or more lots are taxed by the assessor, and are definitely not Town owned. A number of lots do not seem to be recorded as owned by either the Town or privately. Once ownership is clarified, and the present taxed landowners within the development and perhaps bordering it are approached to assess their interests, the Commission should be able to make some recommendation about consolidating or disposing of the Town owned parts of "Woodbridge Heights".

LUCY/METTLER STREETS PROPERTY
Site of the old William H. Warner School

Acquisition

This property at the William H. Warner School site on Lucy Street and stretching back to Mettler Street was acquired by the Town in eleven deeds dating from 1911 to 1947:

1. A Warranty Deed for lots 59-62 on Lucy Street from Paul Russo of New Haven, dated July 8, 1911 and recorded in Volume 29, page 117 on July 15, 1911; of these, lots 59-60 were donated "gratis - same to be used for school purposes".
2. A Warranty Deed for lots 63-66 on Lucy Street, "Being same land granted to me this even date by Paul Russo of said Town of New Haven", by Gennaro Russo of New Haven on April 18, 1914 and recorded in Volume 29, page 317 on April 30, 1914.
3. A Warranty Deed for lots 20-21 in Block 10 on Mettler Street from Edmond J. Coffey of New Haven, on November 3, 1917, recorded in Volume 32, page 115 on the same date.
4. A Warranty Deed for lots 22-23 in Block 10 on Mettler Street from Stella Bethke of New Haven on November 19, 1917 and recorded in Volume 32, page 118 on the same date.
5. A Warranty Deed for lot 24 in Block 10 on Mettler Street from Lucy Mankooski of New Haven on April 18, 1918, and recorded in Volume 32, page 135 on April 18, 1918.
6. A Warranty Deed for lot 25 in Block 10 on Mettler Street from Stanley Mankooski (signed Stanislaw Mankoski) of New Haven on April 17, 1918 and recorded in Volume 32, page 136 on April 18, 1918.
7. A Warranty Deed for lot 26 in Block 10 on Mettler Street from Joseph Lemmon of New Haven on October 22, 1937 and recorded in Volume 42, page 555 on October 23, 1937.
8. A Warranty Deed for lots 27-28 in Block 10 on Mettler Street from Katherine Beazley of Hamden on March 1, 1945 and recorded in Volume 47, page 110 on the same date.
9. A Warranty Deed for lots 29-30 in Block 10 on Mettler Street from Louis Tafuto, also known as Luco Tafuto of Woodbridge on September 8, 1945, and recorded in Volume 47, page 214 on September 10, 1945.
10. A Warranty Deed for lots 16-19 in Block 10 on Mettler Street from Vincenzo Barca and Orsola Barca both of Woodbridge on June 16, 1947 and recorded in Volume 49, page 124 on June 18, 1947.
11. A Warranty Deed for lots now 52-58 on Lucy Street from Nicholas Testa of New Haven on November 18, 1947 and recorded in Volume 49, page 248 on the same date.

Assessed Value - 1974

Land	\$31,820
(19 Lucy Street, unused old wooden school	\$2,870)
(23 Lucy Street Warner School	\$54,820; blacktop paving \$610)

Assessed Value - 1981

Land	\$70,700
(The 1911 little wooden schoolhouse, assessed at \$2,870 as of 1974, has been dismantled and is stored in the Thomas Darling Estate barns).	

LUCY STREET/METTLER STREET PROPERTY
THE WILLIAM H. WARNER SCHOOL SITE

Location and Description

The composite property consists of two offset rectangles, one on Lucy Street and the other on Mettler Street, which abut on the long sides in a 70 foot step manner. There are slight discrepancies between the boundaries as outlined in the initial individual deeds and a Report made of the property by A. Robert Parente & Co., Inc. of New Haven on January 19, 1973 (a copy of which is attached).

The composite deed boundaries would read:

- South by Lucy Street, 375 feet, more or less (Parente, the same);
- West 108 feet more or less (the 1947 Testa deed; Parente 110 feet +);
- North, unclear in deeds because of the offset abutment (Parente's 70 feet looks to be all right);
- West again, 115 feet more or less (the 1947 Barca deed; Parente, 112 feet +);
- North again on Mettler Street, 375 feet, more or less (Parente, the same);
- East 125 feet more or less (the 1947 Tafuto deed; Parente, 118 feet +);
- South again, unclear in the deeds because of the offset abutment (Parente, 68 feet+); and
- East again 111 feet, more or less (the 1914 Gennaro Russo deed; Parente 110+).

The land itself is open and flat within largely built up Residential C and Business 1 zones. On 19 Lucy Street, a one room (36x24) school house was built in 1911 on the property given to the Town for that purpose by Paul Russo. In 1915, the one story brick and much larger (10 room, 5,220 square foot) William H. Warner School was built at 23 Lucy Street. The Parente Report gives a more detailed description of these and is attached. A paved yard area surrounds much of Warner School.

Zone

The property falls in two zones which divide along the initial mid-block property lines. All the properties fronting on Mettler Street are in Residential Zone C. The properties on Lucy Street are in Business District 1.

Road Class

Lucy Street	A
Mettler Street	C

Maps

Assessor's Map 67-1

1. Map 53. Elis O. Warner, "Pleasant View Terrace", Map of Building Lots owned by Paul Russo, Town of Woodbridge, Scale 1"=50', made by Charles H. Nichols, Civil Engineer, dated March 19, 1907.
2. Map 51. "Warner's", property of M. R. Goodrich, Woodbridge, Conn., Surveyed by W. J. Wood, Jr., October, 1910, Scale 1"=120'.
3. Map of Lucy Street property by Wm. Gilbert, dated October 9, 1980 in the First Selectman's office.

LUCY STREET/METTLER STREET PROPERTY
THE WILLIAM H. WARNER SCHOOL SITE

4. Sketch of Property from the attached Parente Report, 1973.

Restrictions, Agreements and Encumbrances

1. The 1911 Paul Russo deed for lots 59-62 on Lucy Street stipulates: "It is understood that said Russo has donated Lots No. 59-60 to said town, gratis - same to be used for school purposes." This provision was legally cleared in 1977.

2. With only the most minor differences, the three deeds of Edmond J. Coffey (1917), Stella Bethke (1917), and Joseph Lemmon (1937) to Lots No. 20-23 and 26 on Mettler Street stipulate that "all buildings or parts of buildings erected or placed on said lots shall be not less than fifteen feet from the front lines of Street; and that no dwelling shall be erected or placed thereon the fair market value of which shall be less than one thousand (1,000) dollars and that no liquor shall be sold or kept for sale upon said premises or in any building to be erected thereon."

3. The Katherine Beazley deed of 1945 to Lots 27-28 on Mettler Street reads: "Said premises are subject to building lines if established, all laws, ordinances, or governmental regulations, including building and zoning ordinances affecting said premises and restrictions appearing of record."

4. The Louis Tafuto deed of 1945 to Lots 29-30 on Mettler Street reads: "Said lots are subject to a zoning ordinance enacted by the Town of Woodbridge and certain restrictions which appear on record."

5. The Vincenzo and Orsola Barca deed of 1947 says the Lots No. 16-19 on Mettler Street are "subject to a zoning ordinance enacted by the Town of Woodbridge and certain restrictions which appear of record" and gave a thirty day right of first refusal to any of their heirs owning property on Mettler Street:

"The Town of Woodbridge, on behalf of itself, its successors and its assigns, does hereby covenant that if it, or any of them, shall desire to sell all or any part of the aforesaid premises, while the grantors herein or any of their children own real estate on said Mettler Street, it, its successors and assigns will give to such of the grantors herein or their children who shall at that time own real estate on Mettler Street, thirty days' written notice of such intention to sell for the purpose of allowing either of the grantors herein or any of their children then living, should they or any of them desire to buy the aforesaid premises or any portion thereof then being offered for sale, the first option of buying the same within said thirty days, and the Town of Woodbridge hereby agrees and binds itself, its successors and assigns to sell the same to either of the grantors herein or any of their children then living and to receive in full payment of the same, that sum of money for which the said Town of Woodbridge, its successors or assigns is offering to sell such premises.

It is expressly covenanted and agreed that this option may be exercised by either grantor herein or any of their

LUCY STREET/METTLER STREET PROPERTY
THE WILLIAM H. WARNER SCHOOL SITE

children, even though the person exercising said option may not at that time own real estate on Mettler Street, provided that at the time of the exercise of the option either of the grantors herein or any of their children then living owns real estate on Mettler Street."

6. In the 1947 deed from Nicholas Testa, Lots 52-58 on the western side of Lucy Street property are "subject to a Zoning Ordinance enacted by the Town of Woodbridge and certain restrictions which appear of record and taxes on the List of October 1, 1947."

Utilization - 1977-1981

The little 1911 old school is not currently used. The former Warner School building and lands are now rented by the Mother Goose Day Nursery School, Inc.

1981 - Open space.

Agency in Control

The Board of Selectmen

Recommendations

October 11, 1977

If the Lucy Street property in Development District I is to be sold, as now contemplated by the Town, the Commission recommends:

(1) that the portion of the property fronting on Mettler Street and residentially zoned, should be retained by the Town for recreational purposes and not be offered for sale;

(2) that if a sale of the Lucy Street frontage is carried out, a portion of the proceeds should be expended to improve the recreational facilities on the retained open space;

January 31, 1978

Recognizing the interest shown in 'Little Lucy' in a petition signed by more than 90 of its former students and the fact that it is least altered of the Town's five one room school houses, the Commission recommended it be saved either as:

(a) a restored and preserved unit on its site, which could be sold with restrictions with, or separately from, the rest of the Lucy Street property, or as -

(b) moved, if feasible, to another site.

October 17, 1979

THE WARNER SCHOOL PROPERTY - The commission reconsidered the problems of deterioration and vandalism and consequent costs of repair to the vacant Warner School in October. Because the property is the only Town-owned parcel in that busy part of Town and might well, before long, be needed for commuter parking on Lucy Street or other purposes, we recommended that the property be retained. Questions of razing the brick school were tabled, pending final relocation of various Town services. We recommended that ways and costs of moving the most in-tact of the Town's one-room school houses, 'Little

LUCY STREET/METTLER STREET PROPERTY
THE WILLIAM H. WARNER SCHOOL SITE

Lucy', to the Darling Estate be further explored.

(Subsequently the Warner School was demolished and the Lucy Street frontage offered for sale. The Town Meeting in June, 1980 voted not to sell it.)

January 27, 1981

The Commission recommended that 'Little Lucy', scheduled for dismemberment, moving to, and storage in the Darling Estate barns, be given to the Amity & Woodbridge Historical Society for its care, placement, re-erection and use.

March 10, 1981

Lucy Street - Property is too small for recreation. If TPZC decided to change zoning in this area, this property could be considered for use for elderly housing.

LUCY/METTLER STREETS PROPERTY

Site of the old William H. Warner School

Acquisition

This property at the William H. Warner School site on Lucy Street and stretching back to Mettler Street was acquired by the Town in eleven deeds dating from 1911 to 1947:

1. A Warranty Deed for lots 59-62 on Lucy Street from Paul Russo of New Haven, dated July 8, 1911 and recorded in Volume 29, page 117 on July 15, 1911; of these, lots 59-60 were donated "gratis - same to be used for school purposes".
2. A Warranty Deed for lots 63-66 on Lucy Street, "Being same land granted to me this even date by Paul Russo of said Town of New Haven", by Gennaro Russo of New Haven on April 18, 1914 and recorded in Volume 29, page 317 on April 30, 1914.
3. A Warranty Deed for lots 20-21 in Block 10 on Mettler Street from Edmond J. Coffey of New Haven, on November 3, 1917, recorded in Volume 32, page 115 on the same date.
4. A Warranty Deed for lots 22-23 in Block 10 on Mettler Street from Stella Bethke of New Haven on November 19, 1917 and recorded in Volume 32, page 118 on the same date.
5. A Warranty Deed for lot 24 in Block 10 on Mettler Street from Lucy Mankooski of New Haven on April 18, 1918, and recorded in Volume 32, page 135 on April 18, 1918.
6. A Warranty Deed for lot 25 in Block 10 on Mettler Street from Stanley Mankooski (signed Stanislaw Mankoski) of New Haven on April 17, 1918 and recorded in Volume 32, page 136 on April 18, 1918.
7. A Warranty Deed for lot 26 in Block 10 on Mettler Street from Joseph Lemmon of New Haven on October 22, 1937 and recorded in Volume 42, page 555 on October 23, 1937.
8. A Warranty Deed for lots 27-28 in Block 10 on Mettler Street from Katherine Beazley of Hamden on March 1, 1945 and recorded in Volume 47, page 110 on the same date.
9. A Warranty Deed for lots 29-30 in Block 10 on Mettler Street from Louis Tafuto, also known as Luco Tafuto of Woodbridge on September 8, 1945, and recorded in Volume 47, page 214 on September 10, 1945.
10. A Warranty Deed for lots 16-19 in Block 10 on Mettler Street from Vincenzo Barca and Orsola Barca both of Woodbridge on June 16, 1947 and recorded in Volume 49, page 124 on June 18, 1947.
11. A Warranty Deed for lots now 52-58 on Lucy Street from Nicholas Testa of New Haven on November 18, 1947 and recorded in Volume 49, page 248 on the same date.

Assessed Value - 1974

Land	\$31,820
(19 Lucy Street, unused old wooden school	\$2,870)
(23 Lucy Street Warner School	\$54,820; blacktop paving \$610)

Assessed Value - 1981

Land	\$70,700
(The 1911 little wooden schoolhouse, assessed at \$2,870 as of 1974, has been dismantled and is stored in the Thomas Darling Estate barns).	

LUCY STREET/METTLER STREET PROPERTY
THE WILLIAM H. WARNER SCHOOL SITE

4. Sketch of Property from the attached Parente Report, 1973.

Restrictions, Agreements and Encumbrances

1. The 1911 Paul Russo deed for lots 59-62 on Lucy Street stipulates: "It is understood that said Russo has donated Lots No. 59-60 to said town, gratis - same to be used for school purposes." This provision was legally cleared in 1977.

2. With only the most minor differences, the three deeds of Edmond J. Coffey (1917), Stella Bethke (1917), and Joseph Lemmon (1937) to Lots No. 20-23 and 26 on Mettler Street stipulate that "all buildings or parts of buildings erected or placed on said lots shall be not less than fifteen feet from the front lines of Street; and that no dwelling shall be erected or placed thereon the fair market value of which shall be less than one thousand (1,000) dollars and that no liquor shall be sold or kept for sale upon said premises or in any building to be erected thereon."

3. The Katherine Beazley deed of 1945 to Lots 27-28 on Mettler Street reads: "Said premises are subject to building lines if established, all laws, ordinances, or governmental regulations, including building and zoning ordinances affecting said premises and restrictions appearing of record."

4. The Louis Tafuto deed of 1945 to Lots 29-30 on Mettler Street reads: "Said lots are subject to a zoning ordinance enacted by the Town of Woodbridge and certain restrictions which appear on record."

5. The Vincenzo and Orsola Barca deed of 1947 says the Lots No. 16-19 on Mettler Street are "subject to a zoning ordinance enacted by the Town of Woodbridge and certain restrictions which appear of record" and gave a thirty day right of first refusal to any of their heirs owning property on Mettler Street:

"The Town of Woodbridge, on behalf of itself, its successors and its assigns, does hereby covenant that if it, or any of them, shall desire to sell all or any part of the aforesaid premises, while the grantors herein or any of their children own real estate on said Mettler Street, it, its successors and assigns will give to such of the grantors herein or their children who shall at that time own real estate on Mettler Street, thirty days' written notice of such intention to sell for the purpose of allowing either of the grantors herein or any of their children then living, should they or any of them desire to buy the aforesaid premises or any portion thereof then being offered for sale, the first option of buying the same within said thirty days, and the Town of Woodbridge hereby agrees and binds itself, its successors and assigns to sell the same to either of the grantors herein or any of their children then living and to receive in full payment of the same, that sum of money for which the said Town of Woodbridge, its successors or assigns is offering to sell such premises.

It is expressly covenanted and agreed that this option may be exercised by either grantor herein or any of their

LUCY STREET/METTLER STREET PROPERTY
THE WILLIAM H. WARNER SCHOOL SITE

Lucy', to the Darling Estate be further explored.

(Subsequently the Warner School was demolished and the Lucy Street frontage offered for sale. The Town Meeting in June, 1980 voted not to sell it.)

January 27, 1981

The Commission recommended that 'Little Lucy', scheduled for dismemberment, moving to, and storage in the Darling Estate barns, be given to the Amity & Woodbridge Historical Society for its care, placement, re-erection and use.

March 10, 1981

Lucy Street - Property is too small for recreation. If TPZC decided to change zoning in this area, this property could be considered for use for elderly housing.

49 MANILA AVENUE

Acquisition

This property was acquired by the Town in two Quit Claim Deeds. In the first, lots 201 and 202 were purchased from Myrtle B. Blake of West Haven for "less than \$100" on June 17th, 1938 and recorded in Vol. 40, page 326, on the 22nd of June, 1938. In the second, lot 203 was purchased, along with other pieces, for an undisclosed amount from Maria DiBianco of New Haven on September 10th, 1938 and recorded in Vol. 40, Page 333, on September 13th, 1938. No Conveyance Tax was recorded.

Assessed Value - 1974

Land, 60 x 100 feet \$2,020.

Assessed Value - 1981

Land, 60 x 100 feet \$7,060.

Location and Description

The three lots make a parcel 60 feet by 100 feet on the North side of Manila Avenue. The deeds describe:

(1) "two certain lots or parcels of land, situated on Manila Avenue in the Town of Woodbridge, County of New Haven, State of Connecticut, said lots being numbered 201 and 202 as shown on plan of lots at Westville Park, belonging to J. W. Wilbur, said plan being made by A. L. Eliot, Surveyor, dated July 25, 1899 and filed in the Town Clerk's Office in said Woodbridge.

"Said lots each measure twenty (20) feet in width by one hundred (100) feet in depth, and contain, each according to said plan, two thousand (2,000) sq. feet more or less."

(2) "A certain lot or parcel of land situated on Manila Avenue in Woodbridge in the County of New Haven, State of Connecticut, being lot numbered 203 as shown on plan of lots at Westville Park belonging to J.W. Wilbur, said plan being made by A. L. Eliot, Surveyor, dated July 25, 1899 and on file in the Woodbridge Town Clerk's Office. Said lot measured twenty (20) feet in width by one hundred (100) feet in depth and contains according to said plan two thousand (2,000) square feet, more or less."

Zone

D

Road Class

C

Map

Assessor's Map 67-3

Map 11. Map of Westville Park, belonging to J. W. Wilbur, said plan made by A. L. Eliot, Surveyor, dated July 25, 1899.

Restrictions, Agreements, and Encumbrances

None.

49 MANILA AVENUE

Utilization

Vacant lot.

Agency in Control

Board of Selectmen.

Recommendations

It is probably useful to keep this for highway turn-around purposes.



58 SELDEN TERRACE

Acquisition

This property was acquired through two deeds. The first was a Certificate of Foreclosure "...against Enid E. Pickett Raphael of the Town of East Haven..", dated 17 October, 1941 and recorded in Vol. 46, page 117 on October 18, 1941. The second was a Quit Claim Deed from Harold L. Pickett, also known as Harold S. Pickett of the Town of Milford, dated August 11, 1944 and recorded in Vol. 40, Page 604, on August 16, 1944. The price was under \$100.

Assessed Value - 1974

.21 acres \$270

Assessed Value - 1981

.21 acres \$700

Location and Description

Selden Terrace is a paper street, parallel to and west of Amity Road and south of the Old Derby Trail property. It is a possible extension north of the existing Selden Street. The parcels of land from the two deeds are contiguous, and comprise Lots 108, 109, and 110 from the 1911 proposed development of Valley View in Woodbridge. The Foreclosure Deed describes: "...all of Lot #110, and the Northerly half of Lot #109, on Map of building lots of First Section of Valley View, Woodbridge, Conn., surveyed July, 1911, by W. J. Wood, Jr., of Norwalk, Conn., on file in the Woodbridge Town Clerk's Office, said premises being bounded:

- WEST by View Place, 45 feet;
- NORTH by land now or formerly of Amos Dickerman, 100 feet;
- EAST by Selden Terrace, 45 feet;
- SOUTH by land now or formerly of said Amos Dickerman, 100 feet."

The Quit-Claim Deed describes: "...a certain parcel of land with all the buildings thereon situated in said Town of Woodbridge and bounded:

- NORTHERLY by land now or formerly of Enid Pickett, 100 feet;
- EASTERLY by Selden Terrace, 45 feet;
- SOUTHERLY by land now or formerly of Amos Dickerman, 100 feet; and
- WESTERLY by View Place, 45 feet.

Being Lot No. 108 and the South half of Lot No. 109 on Map of Building Lots First Section of Valley View, Woodbridge, Connecticut, surveyed July 1911 by W.J. Wood, Jr. of Norwalk, Conn."

<u>Zone</u>	<u>Road Class</u>
GB	P

58 SELDEN TERRACE

Map

Assessor's Map 67-1

Map 66, #17, entitled "First Section, Valley View, Woodbridge, Conn., July 1911, Scale 1" = 60'", surveyed by W.J. Wood, Jr., Civil Engineer of Norwalk, Conn.

Restrictions, Agreements, and Encumbrances

None

Utilization

Agency in Control

Board of Selectmen

Recommendation

NORTHWEST CEMETERY

212 Seymour Road

Acquisition

No records relating to the formal origin of the "North", later called "Northwest", Cemetery as a community burying ground have yet been found in local Clark family histories ("Deacon George Clark(e) and Some of his Descendents" by George Clarke Bryant, 1949, Antheonsen Press), in records of the First Church of Milford or the First Church of Woodbridge, of Amity Parish, or either town. Early arch-topped stones, cut with faces of spirits or skulls and legends of early residents date from 1760's during the period of local governance of the Ecclesiastical Society of Amity Parish (1738-84) and nearly a generation before what is now Woodbridge was incorporated as a Town in 1784. The earlier dates of 1639 and 1734 on a turn of this century monument refer to Deacon George Clarke who settled as a young man with wife and infant son in Milford in 1639, prospered and died and was buried there in 1690; and to his son Ensign George Clarke who was likewise buried in Milford in 1734. The third generation George, known as Elder George or Lt. George Clarke moved inland to settle in the Peck Hill Road area of present Woodbridge and was the fourth person buried in the new "North" burying ground. We know from baptismal records that his son David's first son, David, was christened in the First Church of Milford in 1842, but that David's second son, Lazarus, was christened in the First Church in Woodbridge in February of 1846. We know that Elder George Clarke and his wife Deborah Gold, both of whom had inherited lands, conveyed some land in Amity Parish to their younger sons in 1849. So it seems probable that the third and/or fourth generation of Clarkes moved to the area sometime in the mid-1840's. The burials that were marked in the "North" (Northwest) Cemetery before Woodbridge's 1784 incorporation (after which land deeds would have been recorded in the Town) were for: Meleam Terrel in June of 1760 and her husband Jesse, that December; for Hannah Smith, wife of Nathan, in June of 1762, and Elder George Clarke, August 21, 1762; seventeen year old Ebenezer Smith, son of Nathan, in 1764; Abijah Bradley in 1765; Mary Beecher, wife of Samuel, and Deborah Peck, wife of Pheinehas, in 1780; and Content Hickox, 23 year old wife of Rueben, and their year old son, Reuben, on the same day in 1783 (from listing of Burials in Northwest Side Cemetery, Woodbridge, Conn. June 1, 1975. Records compiled by Andrew Barfuss, Troop #7, Boy Scouts of America, Woodbridge, CT). From the diversity of family names, it would appear that the "North" Cemetery had always been a community burying ground, not a single family's plot, and it seems reasonable to believe that either the Clarkes donated some land from their large holdings for a public burying ground or that it was somehow set aside as community held land for that purpose.

NORTHWEST CEMETERY
212 Seymour Road

In any case, subsequently, additional lands, bordering the original cemetery lot were acquired by the Town in three separate deeds. The first of these was a Warranty Deed for a 63' x 220' piece, costing \$30, from Neilsmine Christine Paulsen of Woodbridge, dated and recorded on June 28th, 1911 in Volume 29, page 114. The second was a Warranty Deed for about three acres from Anton Paulsen of Woodbridge, dated and recorded on January 28th, 1960 in Volume 67, page 284-85. The third was a Quit Claim Deed for a wedge of sloping land approximately 300' x 50' between the new Crestview Drive and the Cemetery, from Dennis J. Donahue, Jr. of Woodbridge, dated February 27, 1968 and recorded on the 29th, 1968 in Volume 87, page 544.

Assessed Value - 1974

\$12,000

Assessed Value - 1981

\$21,700

Location and Description

The Northwest Cemetery is an uneven, alternately gently and quite sharply sloping piece of land, bounded in its present form by Seymour Road on the north, Peck Hill Road on the east, by lands now or formerly of Paulsens and Lot #10 of Evergreen Hills on the south, and Crestview Drive on the west. Its earliest evergreen-shaded rectangle is bordered by cut-stone retaining walls and curbing and holds individual graves marked with carved headstones and fenced family plots. These date variously back into the mid-1700's and bear family names of: Alling, Anderson, Andrew, Beech, Carrington, Chatfield, Clark (spelled with a final 'e' and without), Ford, Hickox, Hotchkiss, Johnson, Lewis, Morris, Nettleton, Newton, Northrop, Paulsen, Peck, Perkins, and Prince, Root, Robinson, Russell, Sacket, Silex, Sperry, Terrel, Terril, and Tyrrell, Tomlinson, Tolles, Wallace, Wright, Yucker and Zwick among others. Some of these names figured not only in the history of Milford, Amity Parish and the Ecclesiastical Society, predating the establishment of Woodbridge, but are familiar to us today through their descendants or in the names of parks and streets.

Zone

Residence A

Road Class

A

Maps

The deed from Anton Paulsen refers to a "Map showing land proposed to be conveyed by Anton Paulsen to Town of Woodbridge, Connecticut; Scale one inch equals 80 feet, January 8, 1960." (Not found in the Town Clerk's office).

Map 66, a Map of the old portion of the Northwest Cemetery by Rollin C. Newton, with grave plots and streets, and the names of owners of plots hand-written in; Scale: 1"=20', January, 1914.

Map 223R, "Northwest Cemetery, Woodbridge, Connecticut. Scale 1"=10', November, 1970, filed June 26, 1975." It shows Blocks A, B, C, F, and G, all east of the old part of the Cemetery.

312 RIMMON ROAD -- THE MEISS PROPERTY

Acquisition

This property was acquired in a Warranty Deed from Jean H. Meiss, wife of Edwin R. Meiss, dated 19 December 1963 and recorded on the same date in Vol. 75, pages 556-558. The purchase price was \$45,500.

Assessed Value - 1974

Houselot and acreage,
in all, 16.5 acres \$19,600

Assessed Value - 1981

Houselot and acreage,
in all, 16.5 acres \$58,210

Location and Description

The sixteen and a half acres are of open fields and woodland on gentle slopes. Access to them is from Rimmon Road. They are bounded:

"Northeast by Rimmon Road, 100 feet, by a curved line;
Northwest by land now or formerly of Martin Kalcik, 73 feet, more or less;
North by land now or formerly of Martin Kalcik, 990 feet, more or less;
West in part by land now or formerly of Martin Kalcik, and in part by land now or formerly supposed to belong to Mafodie Kozak, 785 feet, more or less, by a line of which the southerly extremity is distant northerly 585 feet from the Northerly line of Ford Road when measured along the westerly line of remaining land of the grantor herein;
South by remaining land of the grantor, 817 feet, more or less, by a straight line;
Southeast by remaining land of the grantor, 705.39 feet, by a straight line forming an interior angle of 102 degree, 34 minutes with the chord of the first herein described boundary line on Rimmon Road."

The privilege of establishing a Right-of-Way to Ford Road lapsed in December 1967 four years after the date of the deed.

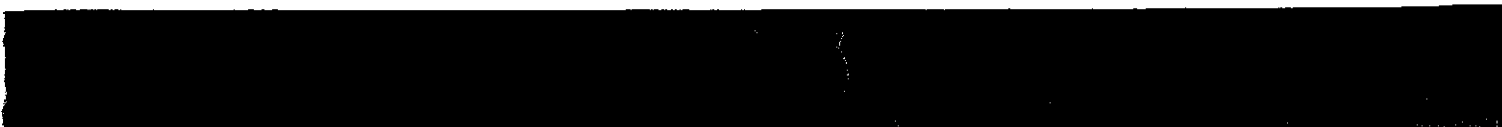
<u>Zone</u>	<u>Road Class</u>
A	A

Map Assessor's Map 70-1234

Map of Jean H. Meiss land, "Surveyed by Charles A. Cahn, Civil Engineer and Surveyor, New Haven, Connecticut. Scale 1"= 50', 594-72, 599-50, June, 1963," in the file of the Commission on the Use of Publicly Owned Property.

Restrictions, Agreements, and Encumbrances

1. In Contract #10037 between the Southern New England Telephone Company and Mrs. E. W. Luberg, dated December 1, 1927 and recorded on December 13,



312 RIMMON ROAD
THE MEISS PROPERTY

1927 in Vol. 37, page 220, permission without expiration date was given to place two anchor and guy wires from pole #184 on private property on Rimmon Road.

2. In a Warranty Deed, dated April 30, 1936 and recorded on May 2, 1936 in Vol. 42, pages 163-64, Anna C. Ludberg gave permission to the State of Connecticut "to discharge water onto land of the Grantor adjacent to the highway from culverts to be placed under the proposed highway at approximately Station: 38-35 and Station: 41-93." The Meiss property borders Parcel #2, referred to in the Deed, and the highway was Rimmon Falls Road, later called Rimmon Road.

3. The Deed specifies that the "premises are subject to such rights as may exist in favor of the Town of Woodbridge under a grant dated March 21, 1949 and recorded on March 23, 1949 in Vol.50 on page 59 of said Land Records". These rights relate to Ford Road and their relevance to the Town property should have become obsolete when the Town's right-of-way to Ford Road expired in December of 1967.

Utilization

The property is presently kept as open field and woodland.

Agency in Control

Board of Selectmen

Recommendations

STATE OF CONNECTICUT, }
NEW HAVEN COUNTY, } SS. NEW HAVEN, March 9, 1973

Personally appeared H. V. Pelton, Assistant Vice President
as aforesaid, signer and sealer of the foregoing instrument, and
acknowledged the same to be his free act and deed, as such Assistant
Vice President, and the free act and deed of said corpora-
tion, The Connecticut Bank and Trust Company, as such Executor,
before me,

Paul R. North Jr. NOTARY PUBLIC,
Paul R. North, Jr.

Received for Record Mar. 12, 1973 at 9h 25m A.M. and recorded by
Mabel K. Hayer Ass't. Town Clerk

FORM 175X CONNECTICUT - RELEASE

TUTTLE LANK REGISTERED U. S. PAT. OFFICE
TUTTLE LAW PRINT. PUBLISHERS BURLING, VT. 05401

Know All Men By These Presents.

THAT Irving Eagle, of North Haven, Connecticut es
and discharge a certain Mortgage from Vito Esparo and
Laura Esparo to Irving Eagle

dated
and recorded in the Land Records of the town of WOODBRIDGE County of
NEW HAVEN and State of CONNECTICUT in Vol. 93, at
Page 683 to which reference may be had:

In Witness Whereof, I have hereunto set my hand and seal this 18th
day of Jan in the year of our Lord nineteen hundred and seventy three
Signed, Sealed and Delivered in presence of

Thomas P. McKeon
THOMAS P. MCKEON

Irving Eagle
IRVING EAGLE

Cornelli M. Lattanzi
CORNELLI M. LATTANZI
State of Connecticut,
County of NEW HAVEN

} ss. New Haven
January 18, A. D. 1973

Personally Appeared IRVING EAGLE

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his
free act and deed before me.

Received for Record Mar. 14, 1973
at 11h 10m A.M. and recorded by
Mabel K. Hayer
Ass't. Town Clerk

Thomas P. McKeon
THOMAS P. MCKEON

Commissioner of the Superior Court

1970-36 Litchfield Turnpike
G. HALSTED BISHOP ESTATE

II. From a Dedication Agreement, signed by the Town on August 9, 1967, and recorded in the Woodbridge Land Records on August 17, 1967, in volume 86, page 189-90:

"WHEREAS the Town intends to use said land for recreational and conservation purposes as defined in Section 7-131c of the Connecticut General Statutes, Revision of 1958, Revised to 1966; and

WHEREAS the Town has received a State grant-in-aid for the acquisition of said land for conservation, recreational and open space purposes.

NOW, THEREFORE, in consideration of said grant-in-aid, the Town covenants and agrees with the State of Connecticut that said land shall not be conveyed or converted to any use other than recreational or conservation purposes (as defined in said Section 7-131c), except with the approval of the State Council on Agriculture and Natural Resources as provided in Section 7-131i of the Connecticut General Statutes, Revision of 1958, Revised to 1966. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States or the State of Connecticut. Said covenants and agreements shall run with the land in favor of the State of Connecticut and shall be binding upon the Town of Woodbridge, its successors and assigns."

III. From an Agreement with the Amity & Woodbridge Historical Society, dated 11 September 1974, recorded in the Woodbridge Land Records, volume 106, pages 272-82:

"WHEREAS the Town is in need of advise and assistance in the maintenance, care, preservation and usage of the Darling House and its appurtenant buildings and surroundings, and the Society is particularly qualified and is willing to furnish such advice and assistance:

NOW, THEREFORE, the parties have agreed as follows:

(1) By action of its Board of Selectmen, the Town has appointed the Society as its Agent for the custody, management, maintenance, preservation and use of the Darling House and those appurtenant buildings and portions of the surrounding land which are shown and set forth on the map attached to this agreement,.....

(2) The Society's duties as Agent for the Town shall consist of the custody, maintenance and utilization of the property for the benefit of the general public in accordance with the terms and restrictions of the acquisition grants made to the Town and the control and direction of the Board of Selectmen. Matters of general policy shall be determined in the light of the facts and principles set forth in the document attached hereto..."

The full Agreement (including stipulations on annual reports, and the terms of its potential dissolution) and its addenda are attached.

1907-36 Litchfield Turnpike
G. HALSTED BISHOP ESTATE

Basically, the Society hopes to have some parts of the house open to the public by Memorial Day 1978 and ultimately to open it all as a "very worthwhile educational and cultural center", a museum showing a house, its furnishings and environs -- perhaps the schoolbooks and farm life -- of a comfortable, mid-eighteenth, nineteenth, and twentieth century Connecticut family. Miss Bernice Baldwin was the last of the Thomas Darling family, which had lived continuously in the house of 210 years after it was built in 1763. She left the accumulations of these generations to the Society, and selections from these and other Woodbridge memorabilia will be the contents of the museum. The Society hopes that through greater "knowledge of the background of our Town to engender a greater sense of belonging in our townspeople."

West of Litchfield Turnpike

I. There are no deed restrictions in the Warranty and Quit Claim Deeds for the west property.

II. The Dedication Agreement signed by the Town on the 13th of September, 1974 and recorded on September 16, 1974 in volume 106, pages 326-29, is similar to that for the property, East of Litchfield Turnpike, but has the following amendment and addenda:

- A. "... the municipality will erect a plaque or sign, permanent in nature, on the subject which acknowledges Land and Water Conservation Fund Project Assistance."
- B. It forbids discrimination on grounds of "sex, or physical disability, including, but not limited to, blindness" as well as the earlier grounds of race, color, religion, or national origin. Compliance reports must be filed annually;
- C. "... the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance" in regard to nondiscrimination.....

III. The Agreement with the Amity and Woodbridge Historical Society gives "administrative control" to the Society over the barn and sheds and some acres on the west property. See volume 106, pages 272-82.

IV. At their December 13, 1978 meeting, the Board of Selectmen granted "non-exclusive" permission to Boy Scout Troop #63 to make and use a campsite on the wooded slope on Bishop Estate west. See volume 117, pages 221-22.

Utilization

The Bishop Estate is dedicated to and used for open space and recreation. In 1976, the Conservation Trust built a truss bridge over the West River to make more of the property accessible to walkers. The fields are rented and sown to hay by the Shepherds for \$10. a year. The Darling House is being restored so that it may be used as a museum; in the meantime, the house wing has been adapted for use by caretaker-tenants.

Boy Scout Troop #63 is building and plans to use a campsite on the slope of wooded land on the western portion of the Bishop Estate.

31

1907-36 Litchfield Turnpike
G. HALSTED BISHOP ESTATE

Agency in Control

The Board of Selectmen

Recommendations

1978-79 After walking over the Bishop Estate in October to assess a proposed Boy Scout Encampment there, it recommended that the encampment be put on a ridge to the East of Litchfield Turnpike in preference to a requested site on the West. The Commission felt the eastern ridge was quieter from the sounds of highway traffic, offered more varied terrain, and allowed readier parking and access for dropping off scouts, The original site on the West was finally chosen.

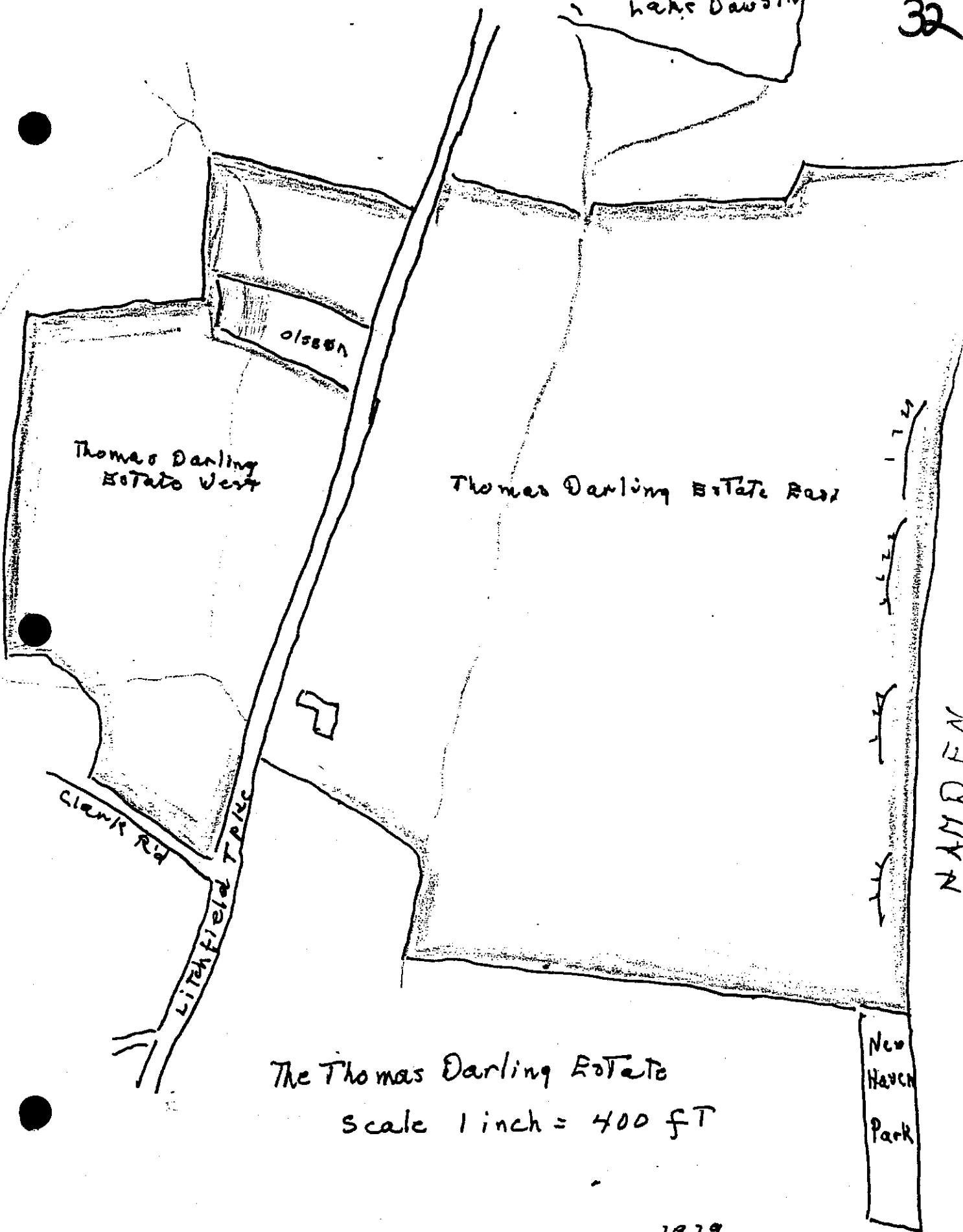
It further recommended that the meadowlands on both the East and West sides of Litchfield Turnpike should again be mowed so as to preserve them as open space, and recommended that the Board of Selectmen investigate protective chemical fire retardents which could be spread around the perimeter of the fine old Darling House barns.

1979-80 THE BISHOP ESTATE - The Commission recommended (1) the entrance to the Boy Scout camp, west of Litchfield Turnpike, be moved to the north side of the barns and stonewall, thereby protecting the barnyard of historic Darling House from traffic and rutting; and (2) that the existing meadows be periodically mowed to keep them from growing up into scrub woods.

September 11, 1984 - The Commission recommended "a renewal of the ten-year agency contract with the Amity & Woodbridge Historical Society, subject to a review of its term for appropriateness". The Commission felt the Society had done an admirable job in restoring the house and opening it as a museum; it favored an agency agreement, but believed its new terms could be simplified and improved.

A new agreement entitled 'Agreement Between The Town of Woodbridge and the Amity & Woodbridge Historical Society' was signed on February 21, 1986 and is on file in the Woodbridge Town Clerk's office. A copy is also on file in the Selectman's files.

have drawing



The Thomas Darling Estate
 Scale 1 inch = 400 ft

1979

K.R.N.

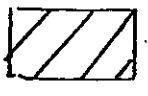
Signature Dwight S. Clavin

Date August 13, 1971

Witness George P. White

Witness Robert T. Reynolds

ESTHER H POTTER
MAISIE H. FERGUSON
HERBERT B. HUBBELL

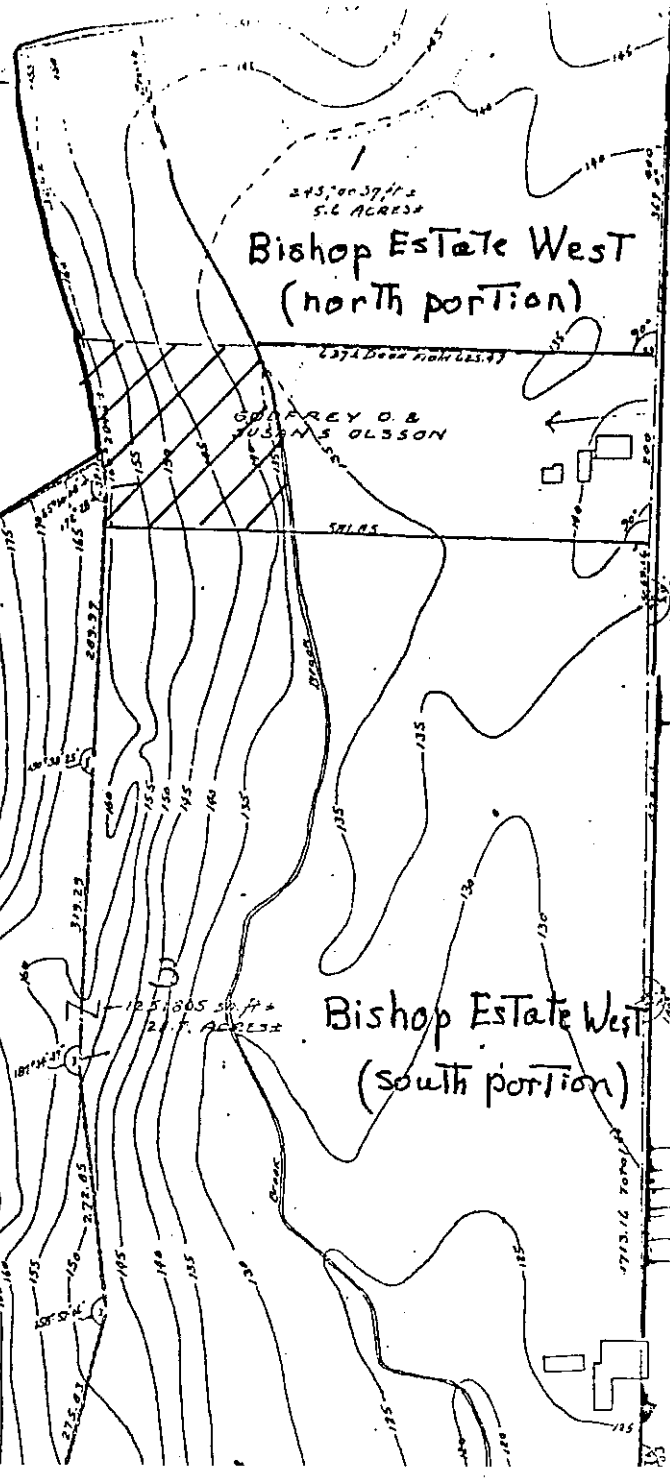


Area described

ESTHER H POTTER
MAISIE H. FERGUSON
HERBERT B. HUBBELL

ESTHER H. POTTER
MAISIE H. FERGUSON
HERBERT B. HUBBELL

Subdivided by James G. [unclear]



not clear

30 LORRAINE DRIVE

Acquisition

This property was acquired in a Quit Claim Deed from K & P Associates, Inc., a Connecticut corporation located in the Town of Woodbridge on July 25, 1973 and recorded in Vol. 102, pages 511-12 on July 30, 1973. The price was under \$100.

Assessed Value - 1974

.4 acres \$100.

Assessed Value - 1981

.4 acres \$350.

Location and Description

This property is an extension of Lorraine Drive to the border of the Birchwood Development. It is described as:

"all that certain piece or parcel of land shown as a portion of Lorraine Drive on a map entitled "Correctional Map of Birchwood Development Woodbridge, Conn., Sale 1"=100' June 21, 1966 Revised Feb. 28, 1967, Nowakowski & O'Bymachow, Registered Land Surveyor, Shelton, Connecticut, and bounded and described as follows:

South by Shepard Road;
Northwest by Lot #17 on a curved line, 45.79 feet, more or less, as shown on said map;
West by Lot #17, 195.35 feet, more or less, as shown on said map;
West again by land now or formerly of John Massaro, 114.93 feet, more or less, as shown on said map;
North by land now or formerly of John Massaro, 51.41 feet, more or less, as shown on said map;
East by Lot #38, 113.11 feet, more or less, as shown on said map;
East again by Lot #38, on a curved line, 167.47 feet, more or less, as shown on said map;
East again by Lot #38, 53.90 feet, more or less, as shown on said map;
Northeast by Lot #38, on a curved line, 19.42 feet, more or less, as shown on said map, to point of beginning on Shepard Road."

Zone

Road Class

A

C

Map

Assessor's Map 70-1144

Map 219. Correctional Map of Birchwood Development Woodbridge, Conn., Scale 1"=100', June 21, 1966. Revised Feb. 28, 1967, Nowakowski & O'Bymachow, Registered Land Surveyor, Shelton, Connecticut.

30 LORRAINE DRIVE

Restrictions, Agreements, and Encumbrances

None.

Utilization

In reserve for future highway purposes.

Agency in Control

Board of Selectmen.

Recommendations

Keep this property for possible future highway purposes.



OLD "SOUTH SCHOOL" -- "KNIGHTS OF COLUMBUS BUILDING"

1181 JOHNSON ROAD

Acquisition

Clear title to this property has taken time to establish. In the initial Warranty Deed, dated March 27, 1866 and recorded on April 30, 1866 in Vol. 21, page 47, Leonard Clark sold "a certain piece of Land situated in said Woodbridge where the School House belonging to said District now stands" to the South School District of Woodbridge. A conveyance tax of 50/100 dollars was collected, and it was stipulated that "if at any time said land shall not have a school house standing upon it for the period of one year, then the same shall revert to said Leonard Clark, his heirs, administrators, executors or assigns."

After Center School was built in 1928 and the South School House was no longer needed for school purposes, the Town Journal (Vol. 4, page 336) recorded that at a Special Town Meeting, held on June 17, 1929, "In the matter of the disposal of the South School House, the following motion was discussed and passed. Voted: that the Board of Selectmen and the Town School Committee, by joint action, be empowered and authorized to sell said School House to the Woodbridge Volunteer Fire Association, Incorporated, for the nominal sum of one dollar, provided however, that said Board of Selectmen and said Town School Committee have the legal right and authority to make such disposal."

On the above mentioned authority, the Town of Woodbridge in a Quit Claim Deed sold "the Schoolhouse building formerly of the South School District, in said Town, situated on Johnson Road, upon land formerly of Leonard Clark" to the Woodbridge Volunteer Fire Association, Inc. The deed was dated on December 9, 1929 and recorded on April 7, 1930 in Vol. 33, page 552.

Desiring "to secure title to the land on which the South School building stands", and aware of the question of its reverting to the heirs of Leonard Clark, the Fire Association sought out the heirs and in an Indenture Deed, twenty-two heirs of Leonard Clark, each for a valuable consideration received to his or her satisfaction, quit claim to the land. This deed was recorded on June 13, 1930 in Vol. 38, pages 299-303.

In a Quit Claim Deed, dated November 15, 1938 and recorded in Vol. 44, pages 95-96, on November 16, 1938, the Woodbridge Volunteer Fire Association, Inc. sold "that certain piece or parcel of land with all the buildings thereon" back to the Town of Woodbridge for something less than \$100.00.

OLD "SOUTH SCHOOL"
"KNIGHTS OF COLUMBUS BUILDING"
1181 JOHNSON ROAD

Permission 'to use the Hall' -- without mention of term-- was voted and granted to the Woodbridge Knights of Columbus by the then Board of Selectmen on March 15, 1968 "with a fee of \$1 per year and the stipulation that continued care be given to the upkeep of this building at the expense of your organization." This permission was conveyed in a letter of March 15, 1968 from the First Selectman Theodore R. Clark to Mr. Francis J. Iadonisi, President, Knights of Columbus Trinity Council No. 5467, P. O. Box 3630, Woodbridge.

Utilization

Since 1968, the property has been used by the Knights of Columbus and they have put in flooring, siding, lowered the ceiling and taken care of heating and pump work at their own expense. The lease runs without term and is for one dollar a year.

Agency in Control

Trinity Council No. 5467 of the Knights of Columbus.

Recommendations

On March 8, 1977, Mr. Charles Tomasino, Judge Advocate for the Trinity Council of the Knights of Columbus, telephoned the Commission on the Use of Publicly Owned Properties to ask if the Town would consider selling the property to the Knights of Columbus. He wrote confirming the interest of the Council in the property on March 25, 1977.

After a spring of discussions and a visit to the Old South School with Mr. Tomasino and other members of the Trinity Council, and with concerned members of the Amity and Woodbridge Historical Society, this Commission makes the following recommendations (4/9/77):

- (1) In recognition of the fact that the Old South School, which was built to be a school on its present site in 1877, is the most intact and restorable of the Town's remaining 19th century school houses, we recommend that it be kept by the Town.
- (2) In recognition of the fact that the Trinity Council of the Knights of Columbus is a responsible tenant, whose members have taken good care of the premises and are aware of and sympathetic with the Town's appreciation of the school as a Town historic landmark, we recommend that a more stabilized and mutually satisfactory lease or rental arrangement be made between the Board of Selectmen and the Trinity Council, and that one stipulation of this should be that "no further alterations to the structure or additions be made without prior consultation and approval of the Board of Selectmen, Conservation Commission, Historical Society, Publicly Owned Property Commission, and any other appropriate board or official."

OLD "SOUTH SCHOOL" -- "KNIGHTS OF COLUMBUS BUILDING"

1181 JOHNSON ROAD

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OLD "SOUTH SCHOOL"
"KNIGHTS OF COLUMBUS BUILDING"
1181 JOHNSON ROAD

Next, "pursuant to a vote passed at an adjourned annual town meeting of the Town of Woodbridge held in said Town on October 8, 1940", the Board of Selectmen granted the land and the building thereon to the American Legion Post No. 120 of Woodbridge on the conditions that the Legion Post carry insurance 'satisfactory to the grantor', keep the 'property in good repair', and that it deed the property back to the Town if at any time it had no further use for it. The deed was dated December 5, 1940 and recorded in Vol. 44, pages 509-510 on December 6, 1940. No conveyance tax was recorded.

Finally, on June 24, 1964, a trustee of the Town of Woodbridge American Legion Post No. 120 appeared before the First Selectman to release the Quit Claim, as recorded in Vol. 76, page 551.

<u>Assessed Value - 1974</u>		<u>Assessed Value - 1981</u>	
.17 acres	\$ 2,720	.17 acres	\$19,850.
School Building	\$ 4,380	School Building	\$33,980.

Location and Description

The .17 acres of flat filled land is on the East side of Johnson Road. The deed to the South School District of Woodbridge describes it as: "...bounded Northerly on land of said Leonard Clark, sixty feet, Easterly by land of said Clark one hundred and twenty-five (125) feet, Southerly by land of Lyman Manville sixty feet, Westerly by Highway, one hundred and twenty-five feet."

The Quit Claim Deed gives the same measurements, but refers to the land to the north, east and south as "now or formerly of Timothy Coyne".

The present School House is a wooden building, built in 1877 (after the 1866 School had burned), 30.5 x 36.5 feet, with bathroom and entrance additions. It now has oil heat and furnace, and stands very close to the road.

<u>Zone</u>	<u>Road Class</u>
A	B
<u>Map</u>	<u>Assessor's Map</u> 70-1140

The property is unmapped.

Restrictions, Agreements, Encumbrances

From the original deed to the South School District of Woodbridge: "Said Land is hereby conveyed to said District to be used exclusively for school purposes and no other, except for religious meetings by permission of the officers of said District. And if at any time said land shall not have a School House standing upon it for the period of one year, then the same shall revert to said Leonard Clark, his heirs, administrators, executors or assigns." These appear to have been nullified by subsequent Town School Committee and Town Meeting votes and later deeds.

OLD "SOUTH SCHOOL"
"KNIGHTS OF COLUMBUS BUILDING"
1181 JOHNSON ROAD

Permission 'to use the Hall' -- without mention of term-- was voted and granted to the Woodbridge Knights of Columbus by the then Board of Selectmen on March 15, 1968 "with a fee of \$1 per year and the stipulation that continued care be given to the upkeep of this building at the expense of your organization." This permission was conveyed in a letter of March 15, 1968 from the First Selectman Theodore R. Clark to Mr. Francis J. Iadonisi, President, Knights of Columbus Trinity Council No. 5467, P. O. Box 3630, Woodbridge.

Utilization

Since 1968, the property has been used by the Knights of Columbus and they have put in flooring, siding, lowered the ceiling and taken care of heating and pump work at their own expense. The lease runs without term and is for one dollar a year.

Agency in Control

Trinity Council No. 5467 of the Knights of Columbus.

Recommendations

On March 8, 1977, Mr. Charles Tomasino, Judge Advocate for the Trinity Council of the Knights of Columbus, telephoned the Commission on the Use of Publicly Owned Properties to ask if the Town would consider selling the property to the Knights of Columbus. He wrote confirming the interest of the Council in the property on March 25, 1977.

After a spring of discussions and a visit to the Old South School with Mr. Tomasino and other members of the Trinity Council, and with concerned members of the Amity and Woodbridge Historical Society, this Commission makes the following recommendations (4/9/77):

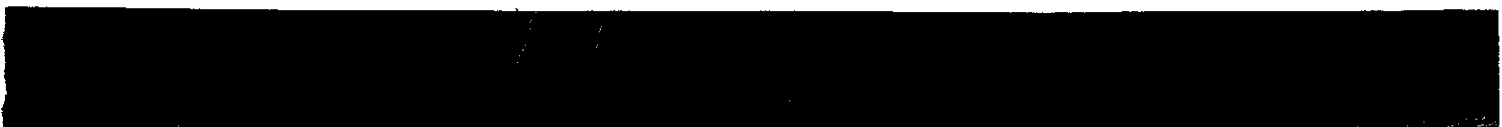
- (1) In recognition of the fact that the Old South School, which was built to be a school on its present site in 1877, is the most intact and restorable of the Town's remaining 19th century school houses, we recommend that it be kept by the Town.
- (2) In recognition of the fact that the Trinity Council of the Knights of Columbus is a responsible tenant, whose members have taken good care of the premises and are aware of and sympathetic with the Town's appreciation of the school as a Town historic landmark, we recommend that a more stabilized and mutually satisfactory lease or rental arrangement be made between the Board of Selectmen and the Trinity Council, and that one stipulation of this should be that "no further alterations to the structure or additions be made without prior consultation and approval of the Board of Selectmen, Conservation Commission, Historical Society, Publicly Owned Property Commission, and any other appropriate board or official."

OLD "SOUTH SCHOOL"
"KNIGHTS OF COLUMBUS BUILDING"
1181 JOHNSON ROAD

under RECOMMENDATIONS

September 11, 1984, Despite its historic interest and because of its present reported need of considerable repair, the Commission recommended that "use by the K of C be terminated and that the property be offered for sale subject to such restrictions as the Selectmen feel are appropriate to create an asset to the neighborhood".

The Board of Selectmen did not act on this recommendation.



27 LAUREL ROAD

Acquisition

This property was acquired in a Warranty Deed from Jack I. Drazen, sole surviving executor of the will of Harry Drazen, on the 6th of September, 1973, and recorded in Vol.103, page 228, on the 13th of September, 1973. The price was under \$100 and no Conveyance Tax was collected.

<u>Assessed Value - 1974</u>		<u>Assessed Value - 1981</u>	
.32 acres	\$ 260	.32 acres	\$ 350.

Location and Description

A piece, "reserved for future highway purposes" off Laurel Road, and bounded:

- "Northerly: by the turnaround at the end of Laurel Road as shown on said map;
- Westerly: by Lot #7 as shown on said map, 285' more or less;
- Southerly: by land of owners unknown;
- Easterly: by Lot #11 as shown on said map, 280' more or less."

<u>Zone</u>	<u>Road Class</u>	
A	C	
<u>Map</u>	<u>Assessor's Map</u>	70-1144

Map entitled "Harry Drazen - Woodbridge, Conn., Scale: 1"=50 ft." on Board 138.

Restrictions, Agreements, and Encumbrances
None.

Utilization

In reserve for future highway purposes.

Agency in Control

Board of Selectmen

Recommendations

Keep this land for possible future highway purposes, offering access to New Haven Water Company lands.

Acquisition

This land was acquired by the Town through a Certificate of Foreclosure against Agnes C. Kennedy of Branford, Albert Widmann and Samuel H. Greenberg, both of New Haven, and the Crown Realty and Construction Company, Inc., also of New Haven and all of the County of New Haven, Connecticut. The deed was dated June 27, 1942, and recorded on June 29, 1942 in Volume 46, page 249. No conveyance tax was charged.

Assessed Value - 1974

About one acre: \$2,800

Assessed Value - 1981

About one acre: \$9,240

Location and Description *

The Assessor's map shows this parcel as an acute angled triangle formed by the intersection of Bond Road and Litchfield Turnpike. The land is wooded and rises abruptly from the west side of the Turnpike. The Certificate of Foreclosure describes this piece, the "Second Tract", as containing "one acre, more or less, bounded: North by land now or formerly of Charles A. Bond; East by highway; West by highway from which ..." another piece, apparently on the East of Litchfield Turnpike was previously sold on February 7, 1934 to the First National Bank and Trust Company, Trustees, and recorded on February 10, 1934, Volume 41, page 463-64.

Zone

A

Road Class

A

Map

Assessor's Map 67-2

Assessor's photographs. No map is available.

Restrictions, Agreements, and Encumbrances

None.

Utilization

The abrupt rise of the land and the shape of this particular piece severely limit the possible uses of this property. At present it serves simply as Open Space and probably should be kept open and wooded as a protection against erosion.

Agency in Control

Board of Selectmen

Recommendations

Continue use as is.

*Deed description is neither clear nor logical.

THOMAS DARLING - G. HALSTED BISHOP ESTATE PROPERTY

1907 - 36 LITCHFIELD TURNPIKE

Acquisition

This property was acquired in two (2) Warranty Deeds and one Quit-Claim Deed: (1) a Warranty Deed for 83-1/2 acres on the east side of the Litchfield Turnpike from the First New Haven National Bank, Trustee for the Estate of G. Halsted Bishop, dated July 28, 1967 and recorded in the Woodbridge Land Records on August 17, 1967 in volume 86, pages 185-88. In compliance with the Department of Housing and Urban Development's Open Space Contract No. Conn.-OSA-64(G), dated the 14th of June, 1967, the federal government paid 50% of the total purchase price of \$127,550.00. (2) a Warranty Deed for two (2) non-contiguous pieces of property on the west side of Litchfield Turnpike from the First New Haven National Bank, Trustee for the Estate of G. Halsted Bishop, dated September 28, 1973 and recorded in the Woodbridge Land Records on the same date in volume 103, pages 351-54. Under Open Space Contract #268, dated April 9, 1974, the purchase price was \$152,500.00--half of which was paid by the federal government and one quarter of which was paid by the State. (3) a Quit Claim Deed to a strip of land which would connect the two separate pieces of property on the west side of Litchfield Turnpike for \$1.00+ but "less than \$100", from Susan S. Olsson, dated October 1974 and recorded in the Woodbridge Land Records on October 17, 1974 in volume 106, pages 484-5.

Assessed Value - 1974

East of Litchfield Turnpike:	116.5 acres	
	\$25,000.	\$102,380
Darling House and houselot	\$30,360.	137,310.
2 Outbuildings	180.	180.
1975-77 Renovation of house wing for residential		
tenant quarters c.	\$38,500	
1977 Preservation and restoration work on Darling		
House is in process.		
West of Litchfield Turnpike:	c. 33 acres	
	\$31,770.	105,160.
Barn and shed	\$ 2,330	10,050.

Location and Description

The Bishop Estate includes approximately 152 acres of open field and woodland on either side of Litchfield Turnpike, the old Thomas Darling House or Darling Tavern, which was built as a wooden frame, gambrel-roofed house c. 1763, and its barn, sheds and outbuildings. The survey map of the property on the East side of the Turnpike made in 1966, outlines the boundaries and measurements of 118 acres, though the deed for this same piece, describing the same boundaries without measurements, specifically says it is 83-1/2 acres. The eastern land, with the old Thomas Darling House and houselot as part of it, is mostly open fields and woodlands which drop down to West River, cross it and rise as

1907-36 Litchfield Turnpike
G. HALSTED BISHOP ESTATE

woodland up the flank of West Rock. It is bounded on the West by Litchfield Turnpike; North by the New Haven Water Company; East by the Hamden Town line (and what is the Baldwin Drive section of West Rock Park); South, West again and South again by land now or formerly of Mary A. Clark.

The land on the West of the Turnpike totals about 33 acres of mostly fields along the road and rising woodlands to the West; close to the Turnpike and across from the house are the barn and sheds that went with it. From the northeast corner, the boundaries for this irregularly shaped western piece read: East by Litchfield Turnpike, 400'+; South, 445.47'+, East, 200'+ and North, 381.85'+ by land of Susan S. Olsson; East by Litchfield Turnpike, 1,713'+; South by Clark Road, 282'+; West by land of Christine Hunter Donaldson, 310'+ by a line along the center of an old stone wall; South again, 237.69'+, West again, 219.20', South again, 191.48'+ and East again, 154.30' by land of Christine Hunter Donaldson; South again running to a point; West again by land of James A. Riley and in part by land of Esther H. Potter et al, in all 1,084.26'; North by land of Esther H. Potter, 604.26'; West by land of Esther H. Potter, 449.60'+; and North by land by land in part of Roger E. and Clara Bienvenue and in part of Susan S. McKiernan in all 715' +.

ZONE

ROAD CLASS

Residence A

A

MAPS

-ASSESSOR'S MAP 70-1430

(1) 212R - East of Turnpike - "The Estate of G. Halsted Bishop, Woodbridge Conn., scale 1" = 100', dated June 7, 1966. Connecticut Open Space Project 67, Federal No. OSA 64, prepared by Richard J. Nowakowski." A similarly described map is referred to in the Dedication Agreement as "Federal No. 07A 64."

(2) 180R - West of Turnpike - "Map of Property Belonging to Estate of G. Halsted Bishop, The First National Bank, Trustee, Woodbridge, Conn., scale 1" = 100', dated April 4, 1962, certified as substantially correct by Frederick C. Hahn...." both in Woodbridge Town Clerk's office.

Restrictions, Agreements and Encumbrances

East of Litchfield Turnpike

1. From the Warranty Deed dated July 28, 1967, and recorded on August 17, 1967:
 - A. The Reservation of "the full and exclusive use and enjoyment of the premises for and during a period to be measured by the term of the natural life of Bernice Baldwin." This was terminated by her death on May 12, 1973.
 - B. "Said premises are subject to a Grant in favor of the New Haven Water Company, dated April 27, 1889 and recorded in volume 24 on page 348 of the Woodbridge Land Records, which grant was limited and defined by instrument dated November 29, 1932 and recorded in volume 41 on page 297 of the Woodbridge Land Records."
 - C. Said premises are subject to a release of claims or damages in favor of the New Haven Water Company, dated July 8, 1889, and recorded in volume 22 on page 474 of said Land Records."

B.O.W. REGIONAL DOG POUND Cont'd.

44

Agency in Control

The B.O.W. Dog Pound Committee.

Recommendation

Continuation of the B.O.W. Dog Pound.

32 DOGWOOD CIRCLE

Acquisition

The property was acquired from Marion B. Downey, also known as Marian B. Downey, widow, of New Haven in a Quit Claim Deed, dated March 13th, 1973 and recorded in Vol. 101, pages 58-59 on the same date.

Assessed Value - 1974

.04 acres \$100.

Assessed Value - 1981

.04 acres \$700.

Location and Description

This is a drainage right-of-way, described as: "all that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven and State of Connecticut, and bounded:

West by Dogwood Circle, 50 feet, more or less;
North by Lot #5 on map entitled "revised Map of Dogwood Circle on land of Marion B. Downey, Woodbridge, Conn., Scale 1"=100', August 1958, Revised Sept. 10, 1958" by Chas. A. Cahn, on file in the Woodbridge Town Clerk's Office, 380.15 feet;
East by land now or formerly of Stephen Alden, and others, 50 feet, more or less;
South in part by land now or formerly of George P. Morgan, and in part by Lot #4 on said map.

Being a 50 foot strip of land shown on said map as 'Right of way, Drainage Easement to Town of Woodbridge.'

Zone

A

Road Class

C

Map

Map 154R. "Revised Map of Dogwood Circle on land of Marion B. Downey, Woodbridge, Conn., Scale 1"=100', Aug. 1958, Revised Sept. 10, 1958" by Chas. A. Cahn.

Assessor's Map 70-1432

Restrictions, Agreements, Encumbrances

None

Utilization

Drainage Right-of-Way

Agency in Control

Board of Selectmen

Recommendation

Continue use as is.

Acquisition

This "Open Space 0.57 AC. +" was acquired in a Quit Claim deed from Robert and Paul B. Marlowe, 1/2 interest; Nicholas J. Bua, 1/4 interest; and Bernard and Joseph Pellegrino, each 1/8th interest. The deed was dated on the 4th of January, 1980 and recorded on the 9th of January, 1980 in vol 117, page 740.

Assessed Value - 1981

0.57 acres + \$14,920

Location and Description

When the final development plans for Round Hill were made, this half acre on the top of the hill, facing south, was set aside and given to the Town. From it, if the view is opened, hikers could look to the south, east and west over most of Woodbridge and New Haven to the Sound. The deed describes it as bounded:

"North: by Lot #15 on said map, 150 feet;
 East: by Lot #9 on said map, 30.26 feet;
 North again: by Lot #9 on said map, 130.93 feet;
 East again: by Lot #9 on said map, 138.76 feet;
 South: by Lot #12 on said map, 100.06 feet;
 West: by Lot #14 on said map, 177.25 feet.

Together with a ten foot pedestrian easement to said above described premises which is shown on said map running from Newton Road east to said above described premises."

(The map shows the 10 foot pedestrian easement continuing down to Amity Road to the east).

Zone

A

Road Class

P

MapAssessor's Map 70-1650

"Final Subdivision Plan, Round Hill, Woodbridge-Bethany, Connecticut, Date: April 12, 1979 and Revised December 28, 1979, Scale 1"=100', Prepared by Angus L. McDonald & Associates, Inc., Old Saybrook, Connecticut, Sheet 2."

Restrictions, Agreements and Encumbrances

"Said premises are subject to an easement in favor of the Northeastern Gas Transmission Company recorded in Volume 5* on Page 503* of the Woodbridge Land Records. (*actually Vol. 51, pages 503-505).

Said premises are subject to the following restrictions, which are to run with the land:

1. That said land shall be used only as a park and natural area, a wetland preservation, wildlife habitat and for hiking.
2. That no motor vehicles, including but not limited to motorcycles and snowmobiles, shall be driven on said property, except motor vehicles owned or leased by the Grantee.

25 ENOCH DRIVE

Restrictions, Agreements and Encumbrances (continued)

3. That no building, structure or improvement of any kind shall be constructed or placed on any part of said premises."

Utilization

Use as hiking trail and Open Space, and enjoyment of the view (when cleared).



TRIANGLE, CORNER OF FORD, NORTHROP AND OLD WESTWARD ROADS

Acquisition

For a figure of less than \$100, the Town of Woodbridge bought the Triangle corner of Northrop and Westward Roads in a Quit Claim Deed from Connecticut Contemporaries, Inc. The Company President, Roger Small, signed the deed on January 31st, 1979 and it was recorded on the same day in Volume 115, page 927.

Assessed Value - 1974

1.16 Acres \$ 520

Assessed Value - 1981

1.16 acres \$1,500

Location and Description

The triangle corner is located on the hillside junction of Northrop and Westward Roads, and in the deed is described as bounded:

- "Northwest by Ford Road;
- Northeast by Northrop Road;
- Southwest by an old wagon road, a continuation of Westward Road."

Zone

A

Road Class

B

Map

Assessor's Map 70-1234

Restrictions, Agreements, and Encumbrances

None.

Utilization

Its size, the steepness of the grade, and flow of traffic make it an unusable space.

Agency in Control

Board of Selectmen

Recommendations

Keep for possible future highway use.

BOARD OF SELECTMEN'S MEETING
MARCH 14, 1968

49
K of C

The regular meeting of the Board of Selectmen was called to order by First Selectman, T.R. Clark at 8:00 p.m. Thursday, March 14, 1968. Those present were: A. Scherr, S. Marcucci, M. Blakeslee, G. Nickerson and Town Counsel. Also present was Mr. John Weir, as representative from the Board of Finance to review the Selectman's Budget.

MINUTES

The minutes of the February 7th meeting were accepted as presented with minor corrections. The Special Meeting of February 21st were accepted as presented.

FINANCIAL REPORT

The January financial report was accepted as presented.

CORRESPONDENCE

Mr. Clark read a letter from Mrs. Hill, President of the Woodbridge League of Women Voters stating that the League is hoping to interest and help develop a program with organizations such as the Boy Scouts and other groups including young people for a "Keep Connecticut Clean Drive".

A letter from the Knights of Columbus, Woodbridge Chapter requesting use of the building owned by the Town formerly used by the American Legion on Johnson Road for their monthly meetings.

A motion was made by S. Marcucci seconded by A. Scherr and unanimously passed that the use of this building be turned over to the local chapter of the Knights of Columbus for the fee of \$1.00 a year and the stipulation that continual care be given to the upkeep of this building at the expense of the organization.

The name of Robert Conniff was suggested by Anne Scherr to serve as United Nations day Chairman for the Town of Woodbridge. Since Mr. Conniff is active as a Cub Scout leader this could be a project for the group. Mrs. Scherr was instructed to notify the Clerk of the Board of Mr. Conniff's decision.

All Selectmen signed the Local Mileage Report of Roads for the State of Connecticut (Town Aid) which the Town of Woodbridge assumes maintenance.

BUILDING COMMISSION REPORT

Mr. Clark read a letter from the Building Commission in support of George Michel as the Building Inspector of Woodbridge.

REFUSE DISPOSAL REPORT

A letter from Dolan et al was read by the First Selectman concerning the collection of refuse by an independent company namely the Haul-A-Way Co. and Mr. Stoddard's reply to this letter.

The Board endorsed the Refuse Disposal Committee's position in this matter. Mr. Clark suggested that a committee of three be named to write rules & regulations for the proposed Refuse Area on Acorn Hill Road. A rough draft was read and Mr. Nickerson was chosen to rewrite and refine these regulations in the form of a Town Ordinance which would come before a Town Meeting for adoption.

BUDGETS

Mr. John Weir representative from the Board of Finance was introduced and he entered into discussion on the Selectman's Budget, Capital Expenditures and Fixed

11 OLD DERBY TRAIL - WEST OF AMITY ROAD

Acquisition

This property was acquired through a Certificate of Foreclosure "against John Nardo, formerly of the Town of New Haven, State of Connecticut, but now of parts unknown, ... the owner of the equity of redemption in said premises, and against Robert Schroder and Anna Schroder, each having an interest therein.." This was dated January 10, 1936, and recorded in Vol. 42, page 117 on January 14, 1936.

Assessed Value - 1974

15 acres +/- \$ 4,500

Assessed Value - 1981

15 acres +/- \$ 23,260

Location and Description

These fifteen acres are steeply hilly and wooded land, bordered by a brook and waterfalls on the west side of and back from Amity Road near the present Connecticut Savings Bank. The legal description describes them as:

"All that certain piece or parcel of land, with all the improvements thereon, situated in said Town of Woodbridge, and containing 15 acres, more or less, being west of Amity Road, and being a portion of the premises shown on a blue print or map of land entitled "Property of Amos Dickerman, West of Seymour Road, Woodbridge, Connecticut, Scale 1 inch equals 100 feet, 38-25/100 acres, Guy H. Goodman, April, 1911," and filed in the Town Clerk's Office in Woodbridge, May 12th 1915, said premises being bounded:

- East and North by land formerly of Berleigh Pollard, now or formerly of Anthony Perrotti, 200 feet, more or less;
- Southeast by an old highway, 890 feet, more or less;
- South by land now or formerly of Walter I. Clark, 977 feet, more or less;
- West by land now or formerly of the Estate of Ella A. Lewis, 550 feet;
- thence running easterly to the center line of the brook, which brook lies along the boundary between the premises herein described and premises now or formerly of Robert Schroder situated on the north;
- thence following the center line of said brook easterly about 1330 feet to land formerly of said Berleigh Pollard, more lately of Anthony Perrotti;"

11 OLD DERBY TRAIL

The Derby Trail runs along the south border from the present Connecticut Savings Bank parking lot up to Park Lane. Another Walk runs along the right-of-way up to and beside the brook on the north. Foundation for an old still can still be seen beside the brook.

Zone	Road Class
A	P
Public water & sewer line are available	

Map

Map #67 entitled "Property of Amos Dickerman, West of Seymour Road, Woodbr-dge, Connecticut, Scale 1 inch equals 100 feet, 38025/100 acres, Guy H. Goodman, April, 1911.", received and filed as map #20, May 12, 1915.

Restriction, Agreements, and Encumbrances

The deed refers to "a right-of-way for all purposes whatsoever over a strip of land about 15 feet in width, running westerly from Amity Road along the northerly side of premises formerly of Berleigh Pollard, more lately of Anthony Perrotti, to the premises hereinbefore described, as shown by dotted lines on the map hereinbefore referred to." The right of way forks north from the brook about midway along the north boundary.

Utilization

Vacant land - Open Space

Agency in Control

Board of Selectmen

Recommendations

The property is currently classed as Open Space. It is beautiful and locally enjoyed for this as it is criss-crossed with brooks, waterfalls and trails over a variety of terrane, covered with hardwoods, laurel, ferns and woods wildflowers. Its trails often served as a short-cut from Bradley Highlands to Amity. It could continue to be used.

An alternate use for the more gently sloping, upper part of the Old Derby Trail piece could be space for single or multiple housing. Access could be gained through purchase of land to broaden the Old Derby Trail (of fifteen feet) off the end of Park Lane or of bordering parcels of land which may be for sale. Availability of public water and sewer services should be possible through fifteen foot rights of way from Amity Road. The lower and much steeper areas could be preserved as open space and serve further as a buffer from the highway noise and traffic. Its possible an emergency use road-way could be made through the present bank parking lot.

We recommend that the exact course and potential uses of the northern right-of-way be assessed and kept potentially active.



11 OLD DERBY TRAIL

We further recommend that the Town immediately look into the dangerous situation on the Old Derby Trail itself. Its southeastern part abruptly stops where the Subaru yard deeply undercuts its 20-30 foot high bank and storms continuously erode it further. Barricades and warning signs should be put up, and legal responsibilities determined.



BEECHER ROAD SCHOOL
40 BEECHER ROAD

Zone Residence A Road Class B

Maps Assessor's Map 70-1142

Maps 153-153R, contour map of the first land acquisition entitled, "Town of Woodbridge, Connecticut, area = 24.3 acres+, surveyed by Charles A. Cahn, Civil Engineer & Surveyor, New Haven, Conn., Scale 1"=40'. November 18, 1958, add Nov. 19, 1958."

Restrictions, Agreements and Encumbrances

None.

Utilization

The property is presently used as Beecher North and Beecher South Schools. Its recreational facilities, including its baseball fields, tennis courts, swimming pool and gym, are used in after-school hours by the Recreation Commission programs.

Agency in Control

The Board of Education, with responsibilities as outlined in the handbooks:

"The School Board and The Superintendent: Responsibilities of Boards of Education and Superintendents of Schools in Connecticut", Hartford, September 1958, page 10; and

"Handbook for Connecticut Boards of Education: A Guide to the General Statutes and Specific Powers of Town Boards of Education with Statutory Citations", by Patricia Stuart, Institute of Public Service, Storrs, Connecticut, 1965, Chapter V, pages 26-30.

Recommendations

Continued use as elementary school and for recreation programs.

Acquisition

The property was acquired in two Warranty Deeds: the first for 24.3 acres from Doris Peck Eaton and May C. Peck, both of the Town of Woodbridge, Seth E. Peck of East Haven, Harriet P. Wilson of New Haven, and Grace P. Mansfield of Woodbridge, dated and recorded January 10, 1959 in volume 65, pages 50-51; and the second, from John C. Peck of the Town of New Milford, Carol P. Bergmann of Woodbridge, and Joyce P. Harris of Hamden, dated May 2, 1968 and recorded on May 3, 1968 in volume 88, pages 153-54. This second piece included parcels formerly known as "Big Mac and Little Mac lots and Carrington Meadow, containing in all 2-1/2 acres, more or less." The price for the large first piece was c. \$48,700.

Assessed Value - 1974

25 acres	\$62,500.
Original school plant, added library, gym and classrooms	\$1,526,780.
Parking lot paving	\$20,320

Assessed Value - 1981

25 acres	\$153,460.
Original school plant, added library gym and classrooms	\$4,188,630.
Tennis court, Basketball Court, Jungle Gyms and fencing	\$5,430.

Location and Description

The property is two contiguous pieces of naturally rolling land, totalling 25 or more acres west of Beecher Road. (The assessor lists 25 acres, though the figures on the two deeds add up to 26.8 acres, more or less). Their combined boundaries are: East by Beecher Road, more than 785 feet; South and West by land now or formerly of Abraham Dinniman; South again by land formerly of Nancy M. Jackson, more lately belonging to Harry Drazen, Trustee, being the development called 'Pleasant Hill', 1,410 feet, more or less, in an irregular line; West again "by land formerly of Silas J. Peck and Eva S. Peck, now belonging to all of the grantors herein, except Doris Peck Eaton, which land is shown on a survey entitled: Proposed Layout of Old Barnabus Road on Property of Eva S. Peck, Scale 1 inch equals 100 feet dated Nov. 15, 1944, prepared by Frederick C. Hahn, Surveyor on file in the Woodbridge Town Clerk's Office, 715 feet, more or less; North in part by the development known as 'Brightwood', and in part by land now or formerly of Myron Howard and Lillian Howard, 1464 feet, more or less."

The original plant for Beecher Road School was built out of 12 inch cinderblock on a three winged plan in 1962. Additions of a library, gym and classrooms were built in 1970. The school's surrounding area is laid out in two baseball fields, tennis courts and parking lots. The whole complex is visually hidden from Beecher Road by lines of trees and a well placed berm near the entrance driveway.

17 BOOK STREET

Acquisition

The Book Street property was acquired in a quit claim deed in lieu of tax foreclosure from Abe A. Alpert in a deed dated and recorded on the 24th of September, 1980 in volume 118, pages 915-916 of the Land Records. The taxes due were \$952.75.

Assessed Value - 1981

.40 acres \$2,890.

Location and Description

Book Street is a paper street parallel to and north of the present June Street off lower Amity Road. The property consists of Development lots 86, 87, and 88, totalling 90 foot frontage on the north side of Book Street. The property is descrived in the deed as "Bounded:

South by Book Street, 90 feet, more or less;
West by land now or formerly of R. W. Gullette;
North by land now or formerly of Amos Dickerman,
90 feet, ore or less; and
East by Lot #85 in said Block 4 on said map, now
or formerly belonging to Michael Sypak."

Zone

General Business

Road Class

P

Map

Assessor's Map 67-1

Developer's Map 51, "entitled "Warner's" prepared by W. J. Wood, Jr., C. E., Scale 1"=120' and dated October 1910, on file in the Woodbridge Town Clerk's Office as map number 51."

Restrictions, Agreements and Encumbrances

None.

Utilization

Recommendations

B.O.W. REGIONAL DOG POUND - 135 Bradley Road

Acquisition

The land was purchased by the Town of Woodbridge from the Clark-Barone Company by Warranty Deed, dated September 23, 1969, and recorded in Volume 92, pages 71-72 on September 25, 1969. Taxes and sewer assessment for account #3100 were adjusted as part of the consideration for this deed. No conveyance tax was collected. The cost of said land was apportioned by the participating towns of the Regional Dog Pound as more fully described under "Agreement" section below.

Assessed Value - 1974

- House Lot, \$ 9,010.
- Outbuildings, paving and fencing, \$11,500.

Assessed Value - 1981

- House Lot, \$66,150
- Outbuildings, paving and fencing, \$20,630.

Location and Description

"...that certain piece or parcel of land, with all the improvements thereon standing, situated in the Town of Woodbridge, County of New Haven and State of Connecticut, as shown on a map entitled "Town of Woodbridge, Proposed Dog Pound, Woodbridge, Conn., scale 1"=40' July 28, 1969, additions and revisions September 22nd, 1969 Nowakowski & O'Bymachow, Registered Land Surveyors, Shelton, Conn., certified substantially correct, Richard J. Nowakowski," to be filed in the Woodbridge Town Clerk's office, bounded and described as follows:

Southerly by Bradley Road and Southeasterly by land of The Clark-Barone Co. as shown on said map, in all, 225 feet; Northeasterly by by land now or formerly of The Clark-Barone Co. as shown on said map, 167.58 feet; East-erly by land now or formerly of The Clark-Barone Co. as shown on said map, 137 feet, more or less; said Easterly line at its point of intersection with said Northeasterly line forms an exterior angle of 142 degrees, 41 minutes 55 seconds as shown on said map; Northerly by land claimed by The Clark-Barone Co. as shown on said map, 104 feet, more or less; and , Westerly by land now or formerly of the R. A. Civitello Co. as shown on said map, 380 feet, more or less; said Westerly line at its point of intersection with said Northerly line of Bradley Road forms an exterior angle of 90 degrees as shown on said map."

B.O.W. REGIONAL DOG POUND Cont'd.

Zone

Road Class

Development District 2

C

Map

Assessor's Map 67-3

The property is shown on a map entitled "Town of Woodbridge, Proposed Dog Pound, Woodbridge, Conn., scale 1"=40' July 28, 1969, additions and revisions September 22nd, 1969, Nowakowski & O'Bymachow Registered Land Surveyors, Shelton, Conn., certified substantially correct, Richard J. Nowakowski", and filed in the Woodbridge Town Clerk's office.

Restrictions, Agreements and Encumbrances

1. The property is subject to flowage rights related to the dam across West River as more fully set forth in Vol. 41, page 399, dated May 3, 1933.
2. Under The Regional Dog Pound Agreement, dated June 25th, 1969, and recorded in Vol. 91, page 366-68 on June 26, 1969, the premises are to be utilized as a Regional Dog Pound (see Section 22-331a, Connecticut General Statutes, 1958 Revision as amended). The agreement provides for the total costs of the Dog Pound, including the land, to be apportioned in the following manner:

Woodbridge	--	30.5%
Orange	--	54.0%
Bethany	--	15.5%

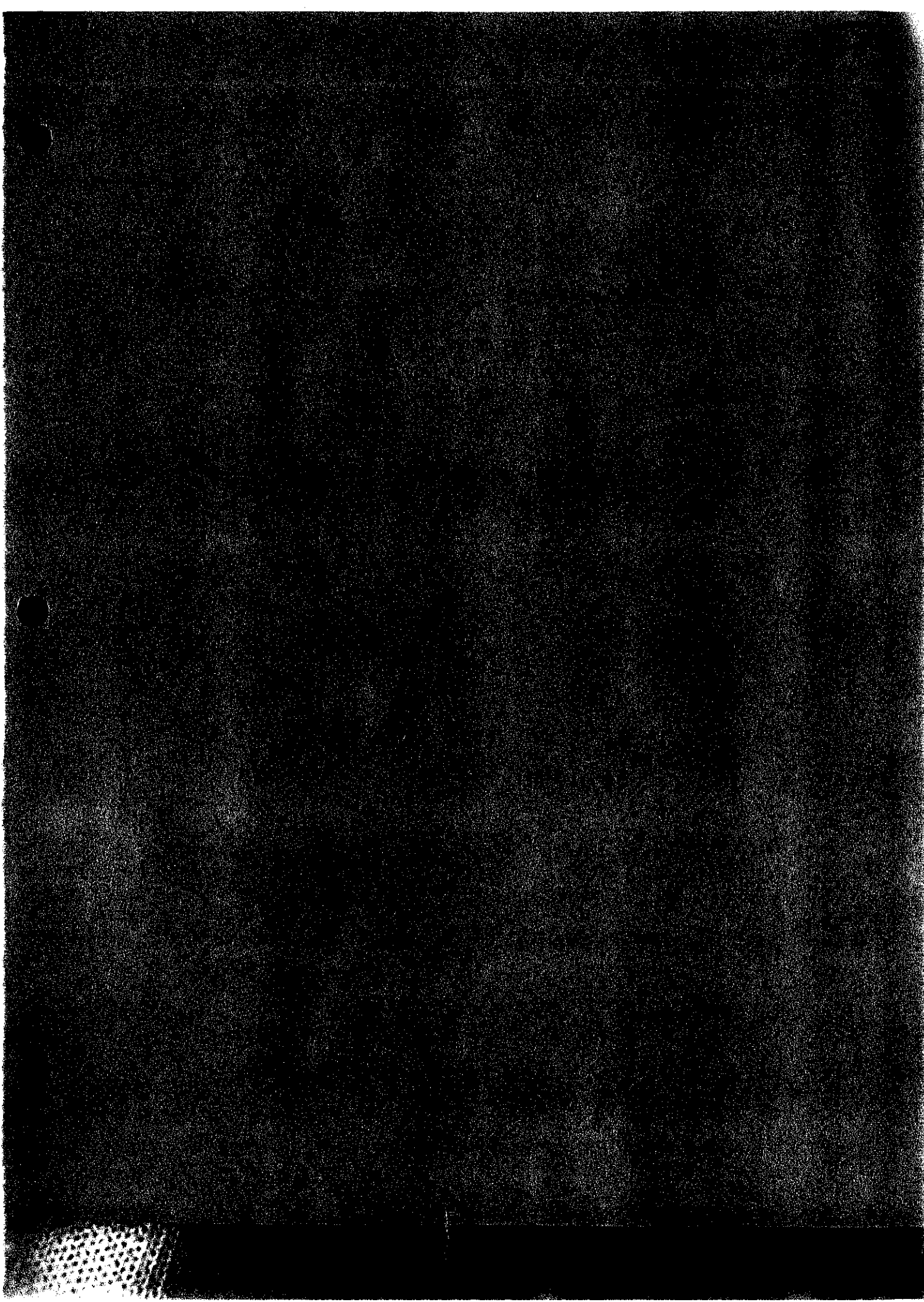
Section 6 of the agreement states:

"This agreement shall be in effect for a period of five years, and shall thereafter be renewed automatically each year. In the event that a Town, except Woodbridge, desires to terminate its participation in this agreement, it may do so by giving the other Towns one year's written notice of such intention..."

3. The Grantor has retained a right of first refusal to purchase the premises in the event the governmental use of the premises is abandoned by the Town of Woodbridge -- See Warranty Deed Vol. 92, page 71, dated 23 September 1969, and recorded 25 September, 1969.
4. An agreement between the New Haven Water Comapny and the Town of Woodbridge, dated and recorded April 30, 1970, Vol. 93, page 172, permits connection to the Water Company's main on Bradley Road and provision of water service.

Utilization

As a Regional Dog Pound, as per agreement.



ACORN HILL LANDFILL SITE

The Haddad-Tinari Property, 85 Acorn Hill Road

Acquisition

This property was acquired by the Town in two Warranty Deeds: (1) 58+ acres at a cost of \$130,000, from the Elvee Realty Company, Leonard Velardi, President, dated and recorded in Vol. 88, pages 299-302, on May 29, 1968; and (2) 2.5+ acres at a cost of \$8,269, from Lillian Haddad Tinari, dated June 27, 1968 and recorded on June 28, 1968 in Vol. 88, pages 504-05. When Open Space Grant No. 252 was applied for and received for the initial 58 acres in 1974, the fair market value of that land was then set at \$96,300; no federal monies were sought, but the State paid 40%, or \$38,520, of that sum. The Open Space Grant was written on the 19th of June, 1974 and the Dedication Agreement to formalize it was signed on the 18th of October, 1974 and recorded on that date in Vol. 106, pages 494-97.

Assessed Value - 1974

60.5+ acres \$14,450

Of this, the six front acres on Acorn Hill Road were marked residential and valued at \$9,000; the 54.5+ acres, valued at \$5,450. The 1974 assessment thus reflected the initial proposals for the land acquisition. The Open Space Contract, signed later in 1974, covered the initial 58+ acres and thereby precluded use of the front acres for residential purposes.

Metal Garage \$5,420

Assessed Value - 1981

60.5 ± acres \$85,790.

See above note on 1974 assessment.

Metal Garage \$14,360.

Location and Description

The sixty-odd acres of Acorn Hill property consist of two contiguous parcels of rolling wooded and open land in the northwest sector of Town. Irregularly shaped, they contain a pond, and a sizable area designated and presently in the 1970's and '80's - used for landfill purposes. The boundaries of the property, as outlined in the combined deeds and as surveyed, differ somewhat in both specified directions and in feet measurements, as follows:

ACORN HILL LANDFILL SITE Cont'd.

According to the combined deeds:	the survey:
"Westerly by Acorn Hill Road - ? + 400' + 203' (or 603'+)	820.87'
Northerly by land now or formerly of John & Emma Pittis, 400' + 745' (1,145')	389.01' + 732.77' (1121.78')
Westerly again by land now or formerly of John & Emma Pittis, 470'+	476.98'
Northerly again by land now or formerly of John J. Delaunay & Florence E. Delaunay, and by land now or formerly of Paulson, each in part	Northerly, Easterly, Northerly, c. 1,460'
Easterly by land now or formerly of the estate of Helen M. Clark Wallace	Southeasterly and Southerly, c. 963'
Southerly by land now or formerly of the estate of said Helen M. Clark Wallace, 300'+	293.80'
Easterly again by land now or formerly of the estate of said Helen M. Clark Wallace, 290 6/12'	293.80'
Northerly again by land now or formerly of the estate of Helen M. Clark Wallace 300' which boundary marks the northerly side of an old private road	216.59' + 72.88' (289.47')
Easterly again by land now or formerly of the estate of Helen M. Clark Wallace	203.82' + 115.78' (319.60')
Southerly again	255.17'
Easterly again, and	106.22' + 356.15' (462.37')
Southerly again by land now or formerly of The Ansonia Water Company	100.58' + 489.86' + 45.07' (635.51')
Westerly again by land now or formerly of Stella Haddad, a/k/a Estella Haddad, 400'+	352.45'
Southerly again by land now or formerly of said Stella Haddad, a/k/a Estella Haddad, and Edward W. Haddad, each in part, a total distance of 758'+	150.0' + 50.0' + 199.83' + 189.02' + 171.31' (760.16')
Westerly again by land of others."	

There is a metal garage for landfill vehicles and machinery on a rise a little back from the entrance to the property. A chain fence and padlocked gate forbid access to the landfill area when the site is closed.

ACORN HILL LANDFILL SITE Cont'd.

<u>Zone</u>	Residence A	Road Class B
<u>Map</u>		Assessor's Map 70-1648

"Map of Property owned by Town of Woodbridge, Woodbridge, Conn., Scale 1 in. = 100 ft., Oct. 7, 1968 - Feb. 1969, Total 60.53 acres. Contours are approximate, U.S.C. & G. Survey Datum added Dec. 23, 1968, Nowakowski & O'Bymachow, registered land surveyors, Shelton, Conn."

Restrictions, Agreements and Encumbrances

The Property from the Elvee Realty Company, formerly of Stella and Charles Y. Haddad is subject to the following restrictions and agreements, as recorded in previous deeds:

(1) a right "to take, use and appropriate .. water for purpose or purposes which may be convenient, expedient or necessary for the carrying out and fulfilling of any of the powers granted .. The Ansonia Water Company in its charter.." cf the deed from William J. Peck to the Ansonia Water Company, dated June 6th, 1907 and recorded on December 14th, 1907 in Vol. 27, pages 130-31.

(2) "a permanent right of way in and over a certain strip of land, .. extending in a Westerly and Southerly direction .. for the purpose of laying and maintaining a water pipe not over sixteen inches in diameter inside .." cf deed from William J. Peck to The Ansonia Water Company, signed September 23rd, 1909, and recorded on September 24th, 1909 in Vol. 27, page 162.

(3) the reservation by the Haddads in their deed to the Elvee Realty Company, dated July 21, 1967, of "the use of themselves, their heirs and assigns a right of way in common with others for the purpose of passing and repassing for access for custom domestic purposes to the houses on two lots now owned by Edward W. Haddad and Stella Haddad located southerly of the premises to be conveyed herein, said right of way to be a portion of a right of way now existing and to be bounded and described as follows:

Beginning at a point marking the southwest corner of the land herein described and the northwest corner of land of said Edward W. Haddad; thence proceeding easterly along land of said Edward W. Haddad and Stella Haddad, each in part, a distance not exceeding 758 feet; thence proceeding northerly in a line perpendicular to the boundary last herein described, 35 feet, more or less; thence proceeding westerly, in a line parallel to and 35 feet, more or less, distant from the southerly boundary of this right of way to the westerly boundary of the premises herein described; thence proceeding southerly 35 feet, more or less, to the point of beginning.

ACORN HILL LANDFILL SITE Cont'd.

Buyer shall have no duty to maintain said right of way. In the event that a road is built on the right of way and is to become a town road, the right of way shall automatically terminate; Sellers, their heirs & assigns, will join in any conveyance or document requested or required by the Town of Woodbridge, and appoint buyer, his heirs or assigns, their attorney in fact for such purpose. In the event that Buyer, his heirs or assigns, determines to quit claim the property burdened by said right of way to Sellers, or either of them, their heirs or assigns, the Seller will accept delivery of such deed."

cf Warranty Deed, dated July 21, 1967, and recorded on the same date in Vol. 86, pages 306-08.

(4) In the Town's Warranty Deed from the Elvee Realty Company, dated May 29, 1968 and recorded on May 29, 1968 in Vol. 88, pages 299-302, it was further stipulated, "that in the event that the Grantee or any other owner of the aforementioned premises shall desire to convey said premises within five (5) years from the date hereof, then it or they shall give to the Grantor, its successors or assigns, notice of its intention to convey the same in writing to Grantor at its address at 375 Mather Street, Hamden, Connecticut. Grantor, its successors or assigns, may then repurchase said premises for the sum of One Hundred Thirty-Five Thousand (\$135,000.00) Dollars, provided notice of the exercise of intention to exercise this option is made within thirty (30) days from the receipt of such notice; conveyance shall be held within sixty (60) days from the exercise of such option to repurchase, and conveyance shall then be made by Warranty Deed, subject only to the encumbrances contained in this deed." The five years mentioned have passed, thereby removing this restriction.

(5) The Certificate of Title, dated May 29, 1968 and recorded on June 6th, 1968 in Vol. 88, pages 359-60, refers to the four above encumbrances, to the usual "building lines" and "regulations" etc., and additionally to the "Taxes to the Town of Woodbridge on the grand list of October 1, 1967" and "Such facts as an accurate survey would discloss..". As mentioned above, the Survey, made in late 1968 and 1969 differs from the deed descriptions in both direction lines and measurements.

(6) The Open Space Contract No. 252, Town of Woodbridge - Haddad Property, signed by First Selectman Theodore R. Clark of Woodbridge and Deputy Commissioner Theodore B. Bampton of the Department of Environmental Protection on June 19th, 1974, relates only to the original purchase of 58 acres, but it relates to all of it so that it supercedes the earlier proposals for the property and the 1968 map. It is a long document, in which the Town basically agreed: "not to convey

ACORN HILL LANDFILL SITE Cont'd.

or convert said land to any use other than recreation or conservation except with the prior written approval of the Commissioner, nor make any change in the open space use, nor suffer or permit the same without prior written approval of the Commissioner;" .. to furnish the Commissioner with certified copies of its deed to the property and the open space agreement; .. and "that when and if it desires to develop the above-described parcel or parcels of land, it must submit a site plan of development to the Commissioner of the Department of Environmental Protection prior to developing the land..". The State, in turn, agreed "to pay the Municipality forty percent (40%) of the Fair Market Value of acquiring the property in the sum of Thirty-Eight Thousand Five Hundred Twenty Dollars (\$38,520.00)..". (the property was then appraised at \$96,300.00). The other stipulations in the Contract were included verbatim in the Dedication Agreement dated in October 1974.

(7) The Dedication Agreement, Connecticut Open Space Project No. 252, Town of Woodbridge-Haddad Property, dated October 18, 1974 and recorded on the same date in Vol. 106, pages 494-97 reads:

"WHEREAS, the Town intends to use said land for recreation and conservation purposes as defined in Section 7-131c of the 1971 Supplement to the General Statutes of Connecticut, as amended and;

WHEREAS, the Town has received a State grant-in-aid for the acquisition of said land for conservation, recreation and open space purposes;

NOW, THEREFORE, in consideration for said grant-in-aid, the Town covenants and agrees with the State of Connecticut that said land shall not be conveyed or converted to any use other than recreation or conservation purposes (as defined in said Section 7-131c, as amended), except with the approval by the Commissioner of the Department of Environmental Protection as provided in Section 7-131i of the 1971 Supplement to the General Statutes of Connecticut, as amended.

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner

ACORN HILL LANDFILL SITE Cont'd.

prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order Co. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency

ACORN HILL LANDFILL SITE Cont'd.

and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

Said covenants and agreements shall run with the land in favor of the State of Connecticut and shall be binding upon the TOWN OF WOODBRIDGE, its successors and assigns."

Utilization

As open space and present landfill.

Recommendations

Continued use as is for the present.

Correct the 1981 assessment to reflect the 1974 Open Space Dedication of the property on Acorn Hill Road.

EXECUTOR'S DEED

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

WHEREAS, At a Probate Court holden at New Haven, within and for the District of New Haven, in the State of Connecticut, on the 19th day of January, 1973, upon written application of The Connecticut Bank and Trust Company, Executor of the will of David E. Fitzgerald, Jr., late of Woodbridge, in said District, deceased, an order was made authorizing and directing such Executor to sell at private sale, the real estate of said deceased, hereinafter described, all of which will more fully appear by the records of said Court, reference thereto being had;

AND WHEREAS, Pursuant to said order said corporation sold at private sale the real estate hereinafter described, for the sum of Six hundred and fifty-five thousand Dollars, to Town of Woodbridge, a body politic and corporate, located in the County of New Haven and State of Connecticut, whose mailing address is Town Hall, Woodbridge, Connecticut.

NOW THEREFORE, KNOW YE THAT It, the said Executor, in pursuance of the authority and direction given as aforesaid, and in consideration of said sum received to its full satisfaction of the said Town of Woodbridge, does give, grant, bargain, sell and confirm unto the said Town of Woodbridge, and unto its successors and assigns forever, all the right, title, interest, claim and demand which the said David E. Fitzgerald, Jr., had at the time of his death, or which It, as such Executor, has or ought to have in and to all those two certain pieces or parcels of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven and State of Connecticut, bounded and described as follows:

THE FIRST PIECE is bounded:

North by Center Road;
East by Beecher Road;
South by land now or formerly of Newton J. Peck;

1.

"No Conveyance Tax collected

Mabel K. Hayer-Crist
Town Clerk of Woodbridge"

West by land now or formerly of Henry E. Baldwin;
 South again by land now or formerly of said Henry
 E. Baldwin;
 West again by land now or formerly of said Henry E.
 Baldwin;
 North again by land now or formerly of said
 Henry E. Baldwin;
 West again by land now or formerly of said
 Henry E. Baldwin.

Said First Piece is subject to a certain grant to American Telephone & Telegraph Company, recorded in Volume 22 on Page 580 of the Woodbridge Land Records; and a grant to the Racebrook Game Club, Incorporated, recorded in Volume 42 on Page 82 of said Land Records.

THE SECOND PIECE is bounded:

Southwest by Rimmon Road, 620 feet, more or less;
 East by land now or formerly of the heirs of
 Alfred Cowel, 320 feet, more or less;
 South in part by land now or formerly of the heirs of
 Alfred Cowel, in part by land now or formerly of
 Newton J. Peck and Franklin A. Beecher, and in
 part by land now or formerly of Lewis Smith, in
 all, 1835 feet, more or less;
 East again by land now or formerly of Christian Marcusen and
 Martin Marcusen, 695 feet, more or less, by a
 bent line;
 North by land now or formerly of Christian Marcusen and
 Martin Marcusen, 1625 feet, more or less;
 East again by land now or formerly of Christian Marcusen
 and Martin Marcusen, 700 feet, more or less;
 South again by land now or formerly of Christian Marcusen
 and Martin Marcusen, 1025 feet, more or less;
 East again by land now or formerly of Christian Marcusen
 and Martin Marcusen, 520 feet, more or less;
 North again by land now or formerly of Charles H. Koffinke,
 1570 feet, more or less;
 East again by land now or formerly of Charles H. Koffinke,
 520 feet, more or less;
 North again by Center Road, 405 feet;
 West by land now or formerly of David R. Schmied and
 Matilda J. Schmied, 210 feet, more or less;
 North again by land now or formerly of David R. Schmied
 and Matilda J. Schmied, 190 feet, more or less;
 West again by Wepawaug River, 400 feet, more or less;
 South again by land now or formerly of Alfred L. Beecher,
 700 feet, more or less;
 West again by land now or formerly of Alfred L. Beecher,
 1720 feet, more or less;
 North again by land now or formerly of Alfred L. Beecher,
 475 feet, more or less;
 Northwest by land now or formerly of Alfred L. Beecher,
 70 feet, more or less.

Said Second Piece is subject to a grant in favor of American Telephone and Telegraph Company, dated March 14, 1902 and recorded in Volume 22 on Page 581 of the Woodbridge Land Records; and a grant in favor of Racebrook Game Club, Inc., dated September 27, 1934 and recorded in Volume 42 on Page 79 of said Land Records.

Said premises are subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises, and taxes on the list of 1972, which taxes said grantee hereby assumes and agrees to pay as part of the consideration for this deed.

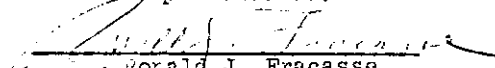
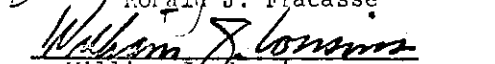
Being the premises described in said application and order.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, and unto its successors and assigns forever, to its and their proper use and behoof. And It, the said grantor, does for itself and its successors, covenant with the said grantee, its successors and assigns, that it has full power and authority as Executor aforesaid to bargain and sell the same in manner and form as above written.

AND FURTHERMORE, It, the said grantor, does by these presents bind itself and its successors forever to Warrant and defend the above granted and bargained premises to it, the said grantee, its successors and assigns, against all claims and demands of any person or persons claiming by, from or under it, as Executor aforesaid, except as above written.


IN WITNESS WHEREOF, On this 9th day of March, A.D. 1973, said corporation, The Connecticut Bank and Trust Company, as such Executor, has caused this deed to be executed and delivered and its corporate seal to be hereto affixed in its behalf by H. V. Pelton, its Assistant Vice President, who is duly authorized and empowered.

Signed, sealed and delivered
in presence of:


Ronald J. Fracasse

William J. Cousins

THE CONNECTICUT BANK AND TRUST COMPANY
Executor as aforesaid.

by


H. V. Pelton
Its Assistant Vice President.

66

THE FITZGERALD PROPERTY

100 CENTER ROAD

Acquisition

After a vote of approval at a Special Town Meeting, held on January 29, 1973, this property was purchased by the Town through an Executor's deed from The Connecticut Bank and Trust Company, Executor of the will of David E. Fitzgerald, Jr., late of Woodbridge, dated March 9, 1973; and recorded in Volume 101, pages 54-57. The purchase price was \$655,000 which was raised through the sale of 10 year Land Purchase Bonds, put up for sale on April 26, 1973. Although the Special Town Meeting had authorized the Town "to file an application with the State Department of Environmental Protection for an open space grant-in-aid of its purchase from the Estate of David E. Fitzgerald Jr. of approximately 131 acres..", such an application was not made for reasons of necessary timing and a desire for total Town control over use and disposition of the property.

Assessed Value - as of 10/1/74 \$35,430.00

Assessed Value - as of 10/1/81 \$134,930.00

Location and Description

The land is a multi-faceted, notched, but roughly rectangular shaped parcel, by surveyor's map of 133.05 acres. Its northeast corner, fronting on Center and Beecher Roads is open rented cornfields, and its interior core is used for the Town's Community Gardens; but the bulk of the property is flat or sloping woodland, some of it wetland. It came in two pieces as described in the deed which were bounded by:

" (1) THE FIRST PIECE is bounded:

North by Center Road;
East by Beecher Road;
South by land now or formerly of Newton J. Peck;
West by land now or formerly of Henry E. Baldwin;
South again by land now or formerly of said Henry E. Baldwin;
West again by land now or formerly of said Henry E. Baldwin;
North again by land now or formerly of said Henry E. Baldwin;
West again by land now or formerly of said Henry E. Baldwin."

" (2) THE SECOND PIECE is bounded:

Southwest by Rimmon Road, 620 feet, more or less;
East by land now or formerly of the heirs of Alfred Cowel, 320 feet, more or less;
South in part by land now or formerly of the heirs of Alfred Cowel, in part by land now or formerly of Newton J. Peck and Franklin A. Beecher, and in part by land now or formerly of Lewis Smith, in all, 1835 feet, more or less; "

100 CENTER ROAD
THE FITZGERALD PROPERTY

East again by land now or formerly of Christian Marcusen and Martin Marcusen, 695 feet, more or less, by a bent line;
 North by land now or formerly of Christian Marcusen and Martin Marcusen, 1625 feet, more or less;
 East again by land now or formerly of Christian Marcusen and Martin Marcusen, 700 feet, more or less;
 South again by land now or formerly of Christian Marcusen and Martin Marcusen, 1025 feet, more or less;
 East again by land nor or formerly of Christian Marcusen and Martin Marcusen, 520 feet, more or less;
 North again by land now or formerly of Charles H. Koffinke, 1570 feet, more or less;
 East again by land now or formerly of Charles H. Koffinke, 520 feet, more or less;
 North again by Center Road, 405 feet; (Map: 298 feet)
 West by land now or formerly of David R. Schmied and Matilda J. Schmied, 210 feet, more or less;
 North again by land now or formerly of David R. Schmied and Matilda J. Schmied, 190 feet, more or less;
 West again by Wepawaug River, 400 feet, more or less;
 South again by land now or formerly of Alfred L. Beecher, 700 feet, more or less; (Map: 790 feet)
 West again by land now or formerly of Alfred L. Beecher, 1720 feet, more or less;
 North again by land now or formerly of Alfred L. Beecher, 475 feet, more or less; (Map: 462 feet)
 Northwest by land nor or formerly of Alfred L. Beecher, 70 feet, more or less." (Map: 60 feet)

There is some discrepancy between the deed description and the Map made of the entire property on January 26, 1973; particularly there is a difference of c. 100 feet on the northwest boundary along Center Road, and one of c. 40 feet on that section's southern border.

More simply, it is the 130+ acres fronting North on Center Road, opposite the Town Center, c. 1200'; East, Beecher Road, c. 1800'; South, the rear lines of properties on Oak Hill Lane; Southwest, Rimmon Road, c. 620'; West, along privately owned lands and, in part, 400' the Wepawaug River; back to North, Center Road, 405', and a recession around lots fronting on Center Road.

<u>Zone</u>	<u>Road Classes</u>
A	Center Road: A
	Beecher Road: B
	Rimmon Road: A

Map Assessor's Map 70-1236

None is referred to in the deed of acquisition, but Map 62 (now mounted in Vol. II) entitled "The Property

100 CENTER ROAD
THE FITZGERALD PROPERTY

of the Estate of David E. Fitzgerald, Town of Woodbridge," is on file in the Town Clerk's office. It is dated January 26, 1973, and was prepared by Nowakowski and O'Bymachow.

Restrictions, Agreements and Encumbrances

(1) In March of 1902, similar grants were made as recorded in volume 22, pages 580-81, to the American Telephone and Telegraph Company giving it the "right to construct, operate and maintain its lines over and along the property, to trim trees along said lines necessary to keep the wires cleared at least eighteen inches, and with the right to set the necessary guy wires and brace poles, and attach to trees the necessary guy wires, any tree interfering may be cut down". The deed refers to volume 22, page 580 as relating to Piece #1 (but that refers to lands of Nancy Baldwin in Ansonia or of Joseph Miller), and page 581 to Piece #2; this grant does not specify what acreage belonging to Marcus E. Baldwin was encompassed, nor whether it included the Smith lot singled out by Marcus Baldwin.

(2) The grants in favor of the Racebrook Game Club are referred to in the deed as recorded in volume 42, page 82 for Piece #1 (does not seem to relate) and page 79 for Piece #2. It is possible but not clear that these were later revoked.

Utilization

The northeast portion is leased for agricultural use; the center portion is used for the Community Gardens of Woodbridge; and the remainder, primarily its southern and western portions, is undeveloped but contains two walking trails laid out by the Conservation Trust.

Agency in Control

The Board of Selectmen

Recommendations

To make sure that all grants in favor of the Racebrook Game Club are revoked, we recommend that the Board of Selectmen write a letter to the Racebrook Game Club terminating all grants in their favor on the Fitzgerald, as well as all other Town owned properties

For the present and indefinite future, to continue present uses: the northeast portions as leased agricultural lands; the center as community gardens; the western and southern portions as woodlands with walking trails.

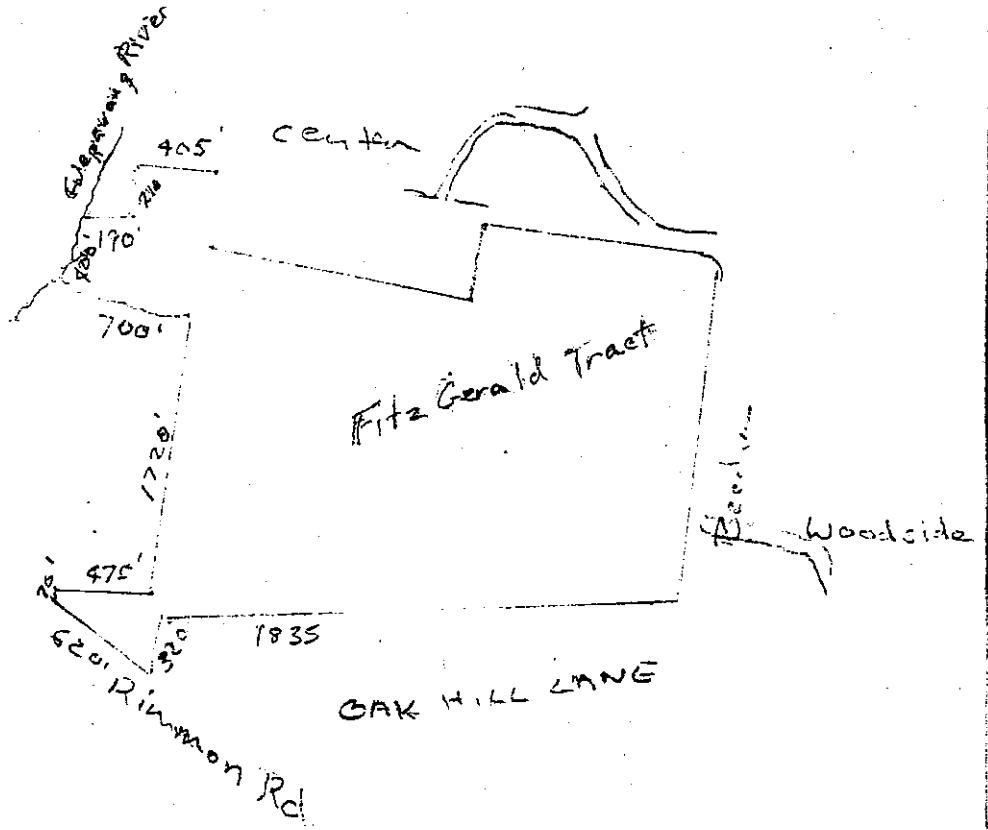
1978-79 In January, after walking over the Fitzgerald Property with a representative of the Conservation Commission, it recommended that the property be posted and consideration be given to a chain gate or other restriction to access so as to discourage unauthorized or inappropriate use of the property.

100 CENTER ROAD
THE FITZGERALD PROPERTY

Recommendations - Continued

March 10, 1981 - Mr. Conklin advised the Commission that the Recreation Commission wants to build three ball fields on the property. Mr. Donato advised that the Board of Selectmen have requested that an aerial survey be made of the Center of Town.

The Commission recommends that the town investigate all the possible uses of this land before dividing it or allowing any commission to make use of it. This aerial survey will be of great assistance.



149-53 CENTER ROAD - - - THE RICE PROPERTY

Acquisition

The property was acquired by the Town in a Warranty Deed from Lillian P. Rice, dated April 27, 1967, and recorded on April 28, 1967 in Volume 85, page 265. The purchase price was \$55,000.

Assessed Value - 1974

At 149 Center Road:	6 acres of land - - -	\$23,800.
	1 1/2 acre pond - - -	80.
	Jungle gym - - - -	1,350
At 153 Center Road:	1 1/2 acre house lot	8,000.
	house - - - - -	12,420.

Assessed Value - 1981

At 149 Center Road:	6 acres of land - - -	\$25,700.
	1 1/2 acre pond - - -	21,000
	Jungle gym - - - -	700.
At 153 Center Road:	1 1/2 acre house lot	28,000.
	house	45,630.

Location and Description

The nine acre parcel of land at 149-153 Center Road, including Rice's Pond, a house and other improvements, is contiguous on the east with the Town Hall-Center Field land which is owned by the Town. Its' legal description is as follows:

"South by Center Street, 454 feet, more or less;
 East by land now or formerly of Chester C. Hitchcock, 854 feet, more or less;
 North in part by land now or formerly of Chester C. Hitchcock, in part by land now or formerly of Alice M. Street, and in part by land now or formerly of Henry E. Baldwin and Helen I. Baldwin, in all, 304 feet, more or less;
 Northwest, West, Northwest and West again by land now or formerly of said Henry E. Baldwin and Helen I. Baldwin, in a broken line, 827 feet, more or less;
 North, again by land now or formerly of said Henry E. Baldwin and Helen I. Baldwin, 68 feet, more or less;
 Southwest by land now or formerly of Elmer H. Chase, 118 ft.;
 West again by land now or formerly of said Elmer H. Chase, 160 feet.*

* There is a discrepancy between the deed and map of this property - the map shows the last boundary as being 187.3 feet.

149-153 CENTER ROAD - THE RICE PROPERTY

This house is a charming, wood-shingled, wooden frame house of a story and a half. Built in 1928 from the remains of an old ice house and barns on the site, it has a balconied cathedral ceiled living room, three to four bedrooms, kitchen, two baths, two fireplaces, two basements, an attic, an attached garage, flagstone front patio and back raised terrace, screened now by evergreens from the road, its view to the back looks over its terrace and lawns to the Pond behind. The house needs considerable and costly repairs to put it in first class shape.

<u>Zone</u>	<u>Road Class</u>
A	A
<u>Map</u>	<u>Assessor's Map 70-1236</u>

Map of land owned by the Town of Woodbridge, Center Road and Meeting House Lane, Scale 1"=50', April 5, 1977, by William E. Gilbert, Associates, Consulting Engineers, Bethany, Connecticut

Restrictions, Agreements, and Encumbrances

By grant, dated April 26, 1967, and recorded on April 28, 1967, in Volume 85, pages 266-7, the Town of Woodbridge conferred a life-use to Lillian P. Rice on a portion of the property at 153 Center Road. The description of the property subject to her life-use is:

"South by Center Road, 254 feet;
West by land now or formerly of Elmer H. Chase, 187.3 feet;
North by land of the Town of Woodbridge, 290 feet, more or less, being a straight line;
East by land of the Town of Woodbridge, 320 feet, by a straight line drawn at right angles to the northerly line of Center Road"

The grant provided that the grantee would be relieved of paying taxes, possible sewer assessment, or insurance on the property, but would be responsible for keeping it "in a reasonable state of good repair". Mrs. Rice was granted "for and during the full term of her natural life, the use, occupation, improvement, enjoyment and income of all that certain piece or parcel of land, with the buildings and all other improvements thereon...."

All these restrictions were voided by the death of Mrs. Lillian P. Rice in June, 1979.

Utilization

149 Center Road: pond, open space and recreation
153 Center Road: the house and 1 1/2 acre lot and presently rented.

Agencies in Control

149 Center Road: The Board of Selectmen
153 Center Road: The Board of Selectmen

149-153 CENTER ROAD - THE RICE PROPERTY

Recommendations

1. In 1977 the Commission recommended that a survey be made of the Rice Property, for which the Town has no map, and consideration be given to prospective Town uses of the house, when, in the future, it will revert to the Town after Mrs. Rice's death.

2. In September of 1979, after Mrs. Rice's death earlier in the year, the Commission recommended that Town agencies and Commissions, particularly the Recreation Commission (with its neighboring Center Field) and Commission on the Aging, be asked if they had need or use for the house.

3. In June 10, 1980, considering that there were no immediate or long range developed plans for Town use of the house; that its necessary repairs and maintenance, and particularly its adaptation to public use, would be very, very costly; and that it is a charming house for private use (but questioning the wisdom of the Town keeping property for private rental), the Commission recommended that it be sold "as is" with a minimum conforming lot size, not to include any part of the Pond and offering as little disturbance as possible to the Hitchcock Memorial Park area. The Commission was anxious to keep all the Town's frontage on the Pond and as much of the general area as feasible.

4. In January of 1981, when asked to reconsider its recommendation, the Commission felt there were no new factors to be weighed and reiterated its June of 1980 recommendation.

5. In September of 1981, when told the house needed immediate work to be safe for continued habitation, and recalling its real reluctance to give up any of the land bordering the Pond or disturb the Hitchcock Memorial Play area, the Commission recommended the Town keep all of the Rice Property and allow the house to be razed. Eventually, it was felt, the Pond might be dredged and the whole piece be well used by the Town.

6. Again on March 25th, 1985, when the Commission met to reconsider their earlier opinion, four members of the Commission voted (with one abstention and one member absent) to recommend that the structure be demolished, if possible saving the fireplace, well and septic field. We also discussed the possibility of making a terrace where the house now stands. The House was demolished per Board of Selectmen recommendation, Spring 1985.

TOWN HALL AND CENTER FIELD TRACT OF LAND, CONTAINING THE TOWN HALL AND HIGHWAY DEPARTMENT BUILDING, AND THE OLD LANDFILL SITE

Acquisition

This property was acquired by the Town in two pieces:

(1) 1 3/4+ acres in a Warranty Deed from Chester C. Hitchcock, dated January 13, 1919 and recorded on that same date in Volume 32, page 179. The purchase price was \$500.

(2) 15 3/4+ acres in a Warranty Deed from Chester C. Hitchcock, dated November 9, 1946 and recorded on that same date in Volume 47, page 551. The purchase price was \$11,025. No conveyance tax was recorded.

Assessed Value - 1974

Land: \$33,470.

Town Hall, 11 Meeting House Lane: \$68,640.

Highway Dept. buildings, pump house, paving
11 Meeting House Lane: \$19,500.

Center Field, parking lot, bleachers,
diamond: \$3,400.

Assessed Value - 1981

Land: \$98,930.

Town Hall, 11 Meetinghouse Lane: \$168,860.

Highway Dept. Garage \$77,760 Sheds (2) \$1,540.
11 meetinghouse Lane: - Rear

Center Field, parking lot, bleachers,
diamond: \$42,310.

Location and Description

An irregularly shaped parcel of wooded and open land, totalling approximately eighteen acres on the northwest corner of Meeting House Lane and Center Road; bounded (according to the combined two deeds) as follows:

- "East by a highway known as 'Meeting House Lane' and by the land known as 'Woodbridge Green', ... indicated by old stone walls...(from the earlier deed)
- Southerly by the Highway known as Center Road;
- Westerly by land of the Estate of Herbert N. Rice;
- Southerly again by said land of said Estate of Herbert N. Rice;
- Westerly again by said land of said Estate of Herbert N. Rice;
- Northerly by land of the Woodbridge Park Association, Inc.;
- Easterly again by said land of said Woodbridge Park Association, Inc..."
- and "Northerly again by land now of the Woodbridge Park Association, Inc."

The western boundary of this parcel is contiguous with the former Rice Property at 149-53 Center Road, bought by the Town in 1967.

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Town Hall and Center Field Tract of Land,
Containing the Town Hall and Highway Dept.
Building, and the Old Landfill Site.

Utilization

Self-explanatory as Town Hall; Highway Department buildings and parking area; Open Space; former landfill area; and recreation fields and parking.

Agencies in Control

Town Hall, Open Space, and former Landfill area:
Board of Selectmen

Highway Department buildings and outbuildings:
Board of Selectmen

Center Field, 7.5+/- acres west of the N-S stone wall:
Recreation Commission

Recommendations

75

5 NEWTON ROAD - THE HOFFMANN PIECE

Acquisition

This property was acquired by the Town in a Warranty Deed from Walter C. Hoffman dated July 8, 1965 and recorded on July 13, 1965 in Volume 79, pages 553-34. The purchase price was \$16,000.

Assessed Value - 1974

House lot and acreage, in all 5.9 acres - \$15,770.

Assessed Value - 1981

House, lot, and acreage (in all 5.9 acres), \$35,980.

Location and Description

The 5.9 acres are in an irregularly shaped parcel of lightly wooded partially wet land in the center of Town. They are bounded:

"South by Center Road;
West by Newton Road, along a curved line;
North by land formerly of Minnie Tomkins, 700 feet,
more or less;
East by land formerly of Margaret McLaughlin, 520 feet,
more or less."

<u>Zone</u>	A	<u>Road Class</u>	B
<u>Map</u>		<u>Assessor's Map</u>	70-1236

The property is partially shown (as belonging to Charles W. Hoffman) in a "Map Showing Relocation of Highway Lines, NEWTON ROAD, north of Center Street, New Haven, Conn. Oct. 15, 1930."

"Map of land owned by Town of Woodbridge (East of Newton Road), Connecticut, Scale 1"= 50', November 29, 1976. Rev. 4/4/77 by William E. Gilbert, Consulting Engineer, Bethany, Conn." A later revision of the Town Right of Way, North of Town owned property was made July 30, 1977.

Restrictions, Agreements, and Encumbrances

None.

Utilization

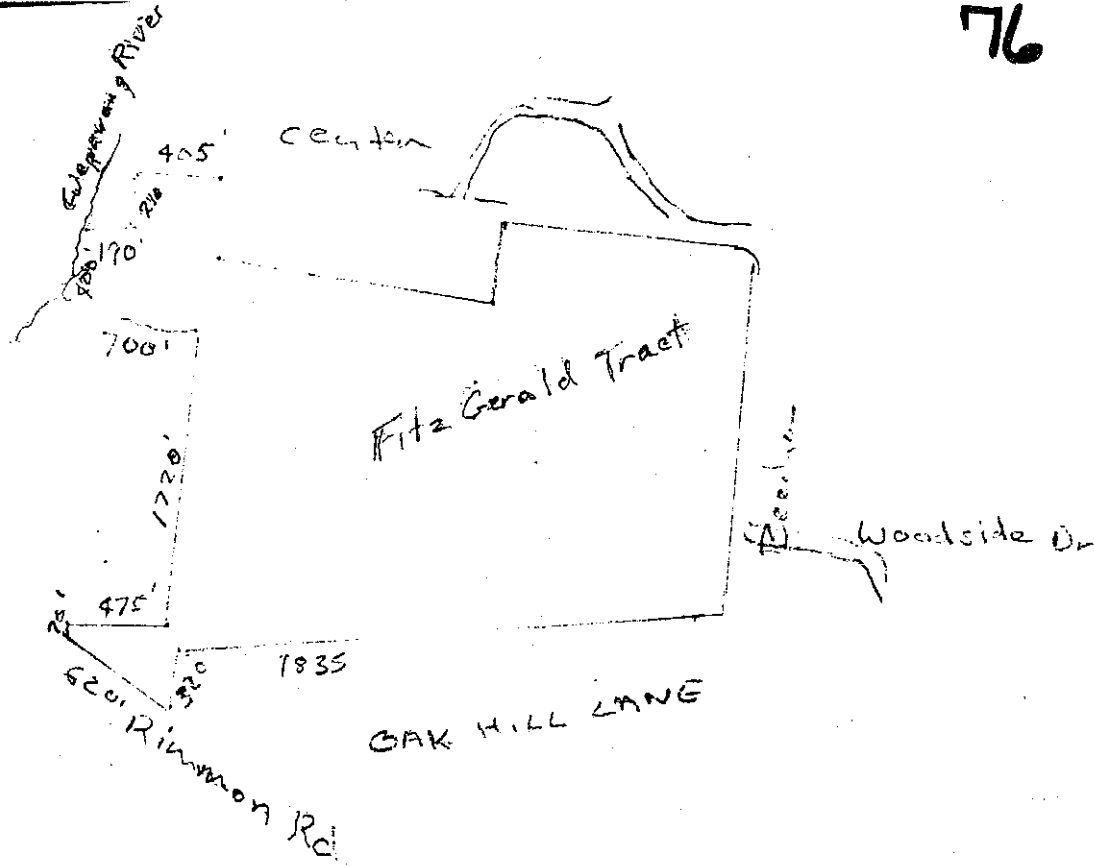
Open space

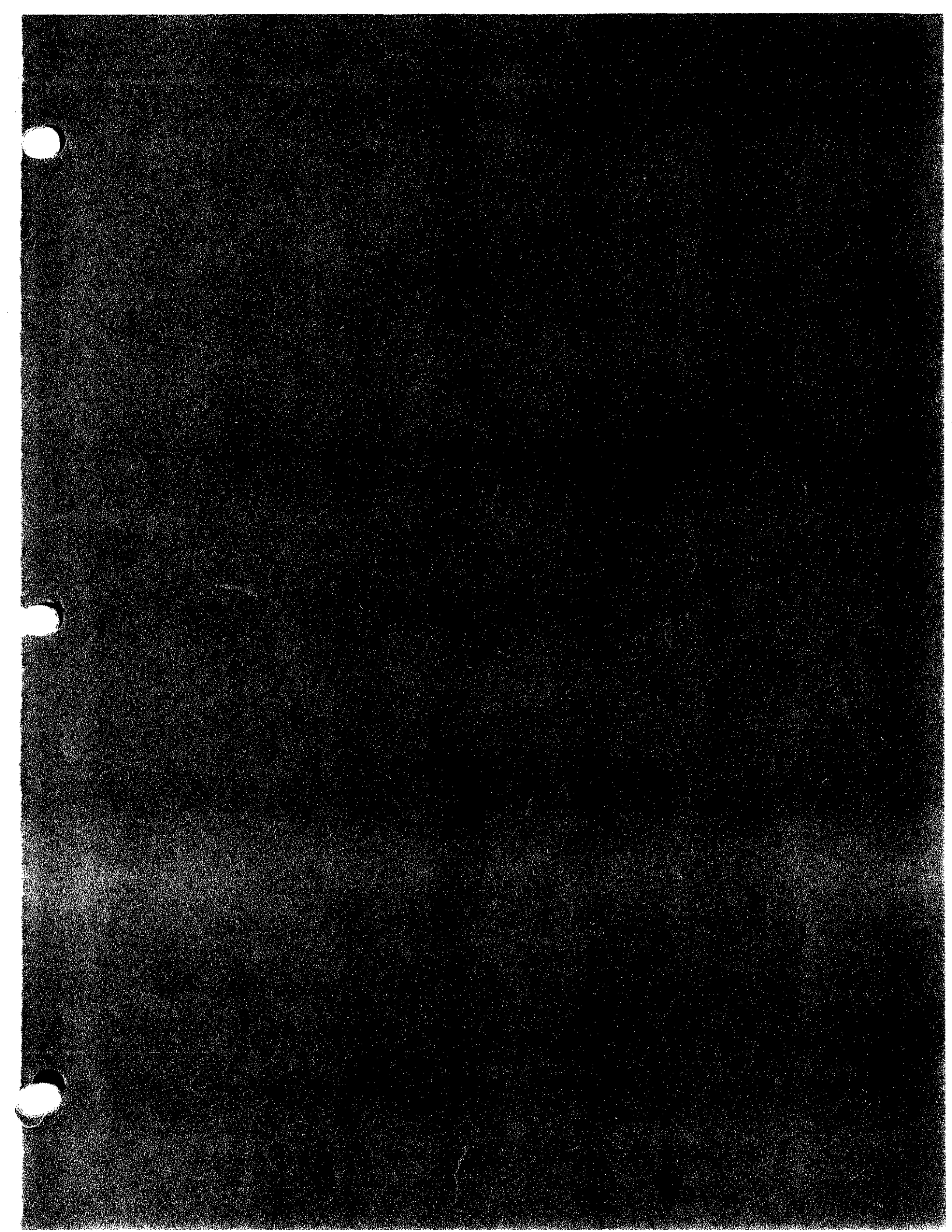
Agency in Control

Board of Selectmen

Recommendation

Retain either as open space in the center of Town, or for possible future use - as its wetland areas, back from the road, permit.





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CENTER TRIANGLE

LAND BOUNDED BY MEETINGHOUSE LANE AND NEWTON AND CENTER ROADS,
AND CONTAINING THE CENTER, CLARK MEMORIAL LIBRARY, AND THE
FIREHOUSE

Acquisition

Acquired by the Town in three pieces: (1) $\frac{1}{2}$ acre from Henry E. Baldwin in a Warranty Deed, dated October 10, 1921 and recorded in Woodbridge Land Records, Volume 32, page 449. (October 9, 1923); purchase price \$350. ($7\frac{1}{2}$ acres from William H. and Minnie R. Tompkins in a Warranty Deed, dated September 7, 1926 and recorded in Volume 35, page 129; price \$1.00+. (3) over an acre from Charles W. Hoffman in a Warranty Deed, dated October 18, 1930 and recorded in Volume 35, page 422; price \$1.00+.

Assessed Value - 1974

The Center: 6.16 acres, \$30,320. Building, \$301,950.
The Library: 1.5 acres, \$10,000. Building, \$ 75,480.
Firehouse: 1.5 acres, \$10,000. Paving, \$ 1,050.
Building with 1976 addition, 42,050.

Assessed Value - 1981

The Center: 6.16 acres, \$41,410. Building, \$ 1,104,430.
The Library: 1.5 acres, \$31,500. Building, \$ 169,090.
Firehouse: 1.5 acres, \$31,500. Paving, \$ - - - -
Building with 1976 addition, \$ 172,140

Location and Description

The 9.16 acres is a roughly trapezoidal shaped property in the center of Town, bounded on the South by Center Road, on the East by Newton Road, and on the North and West by Meetinghouse Lane. It contains the Center, the Clark Memorial Library, and the Firehouse.

The Center is a brick, one story and sometimes two story building built in 1928, with additions added to it around a courtyard in 1949 and 1956. Its present 32,656 square feet are divided among twenty-odd rooms available as offices and used as a senior center and recreation facilities, a cafeteria and assembly room, and a large gym with a stage. These are surrounded by asphalt parking, playgrounds and fields. Though the Center was originally built as Center School, this was closed September 1977 with the understanding the building may be needed for school purposes at a later date.

The Clark Memorial Library was built in 1940 with funds donated for this purpose by Mr. Noyes Clark, and Volume 43, page 47 records the gift of this building to the Town by a trustee of his estate on May 6, 1941 (recorded May 13, 1941). A substantial addition was made to the original building with funds bequeathed by Mary Baker Mitchell in 1969. The present structure is of two stories of brick and glass, and approximately 8,000 square feet.

CENTER TRIANGLE cont'd.

The Firehouse is a gambrel-roofed brick building capable of housing seven fire engines and/or pieces of equipment. Its initial building was built in 1938 and additions were made in 1970 and 1976. Part of the construction costs have been paid for by the Woodbridge Volunteer Fire Association.

<u>Zone</u>	<u>Road Class</u>
Residence A	Center Road, A Meetinghouse Lane, C Newton Road, B

Map

Map showing relocation of highway lines Newton Road, north of Center Street, Woodbridge, Connecticut, October 15, 1930. On file in Town Clerk's Office.

Restrictions, Agreements, and Encumbrances

None, relevant today.

Utilization

Self-explanatory.

Agencies in Control

Center School:	Board of Selectmen
Library:	Library Board of Directors
Firehouse:	Fire Commission

Recommendations

1981 - Library:	continued use as is.
Firehouse:	continued use as is.
The Center:	continued use as community center for a multitude of services, and part renovated as the Police Station

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Town Hall and Center Field Tract of Land,
Containing the Town Hall and Highway Dept.
Building, and the Old Landfill Site

The Town Hall is a two story brick and wooden frame structure, built in 1919. It has approximately 9,000 square feet, and presently houses the First Selectman's and Town Clerk's offices.

The Town Garage is 6,669 square feet and has been built over the years to house the offices and equipment of the Public Works Department.

Zone

Park District, with the exception of a small portion to the west of Meeting House Lane, including the Town Hall, which is Residence A.

Road Class

Meeting House Lane: C
Center Road: A

Maps

Assessor's Map 70-1236

"Town of Woodbridge Contour Map of Property Center Road and Meeting House Lane, Woodbridge. Scale 1"=40', October, 1946, surveyed by Clarence Blair, Associates, Inc., New Haven, Conn." Maps 66R and 67R.

"Map of Land Owned by the Town of Woodbridge Center Road and Meeting House Lane. Scale 1" = 50' April 5, 1977 by William E. Gilbert Associates, Consulting Engineers, Bethany, Ct." The contours are depicted in the Center Field section of the map.

Restrictions, Agreements, and Encumbrances

1. The original Town Hall deed of 1919 stipulated two things: (a) that the Town should build and maintain all fences about the described lot, and (b) that a fifty foot right-of-way should extend from the property's northeast corner across the grantor's adjacent land to the north to another piece of land owned by the Town "about one hundred feet north" of the Town Hall lot. Both these conditions appear obsolete now. By the time of the 1930 deed transferring the grantor's contiguous land to the north to the new Woodbridge Park Association, Inc., the Town's land to the north had been transferred to the Church and the earlier right-of-way was not mentioned. And in 1946, the grantor sold his land to the south and west of the Town Hall plot to the Town itself, so no fences were needed.

2. The Woodbridge Code under Chapter 46 "Recreation Committee" (adopted January 31, 1946), "Duties and Powers", page 4603, section C reads: "The western part of the tract of land purchased by the town from Mr. Hitchcock, bounded on Center Road three hundred seventy-five (375) feet more or less, on the east by the stone wall, on the north by land of the park and on the west by land of Mrs. Rice, shall be known as Center Field." Section E reads in part: "The Recreation Committee shall have general control and care of Center Field ... and of all property and equipment used on such field(s)..."

RULES AND BY-LAWS

COMMISSION ON USE OF PUBLICLY OWNED PROPERTY

Town of Woodbridge, Connecticut

Meetings

The Commission shall hold not less than three meetings in each calendar year and such additional meetings as may be called by the Chairperson. The Chairperson shall call a meeting whenever requested to do so by two members of the Commission or by the Board of Selectmen.

Notice of Meetings

Reasonable notice of meetings, written or oral, shall be given to each member of the Commission. The presence of a member of the Commission at a Commission meeting shall constitute a waiver of any defect in the notice of the meeting pertaining to such member.

Vote Required; Quorum

Recommendations to the Board of Selectmen, as prescribed by paragraphs 5 and 6 of the ordinance creating this Commission shall require the affirmative vote of not less than four members of the Commission at a meeting, the notice of which includes a warning that such recommendations will be voted upon. For any other business of the Commission, four members shall constitute a quorum, and actions may be taken by a majority vote.

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COMMISSION ON THE USE OF PUBLICLY OWNED PROPERTIES
WOODBIDGE, CONNECTICUT

The survey of Town-owned property shows that of the almost 12,000 acres in Woodbridge, the Town owns about 444 or 4%, of which 175 or 1.5% are in the Center.

PUBLICLY OWNED PROPERTIES IN THE CENTER OF WOODBRIDGE - c.175 acres

- The Center Triangle, bounded by Meetinghouse Lane, Center and Newton Roads; including The Center, the Firehouse and Library; c. 9 acres.
- The Fitzgerald Tract, corner of Center and Beecher Roads, 133+/- acres.
- The Hoffmann Piece, corner of Center and Newton Roads, opposite the Library, 5.9 acres.
- The Rice Property, Center Road, bordering Center Field and including pond, c.9 acres.
- The Town Hall-Center Field Tract, Meetinghouse Lane and Center Road, 17 1/2 acres.

OUTLYING TRACTS OF PUBLICLY OWNED PROPERTIES - one or more acres

- Acorn Hill Landfill - Haddad-Tinari Property, Acorn Hill Road, 60.5 acres.
- Beecher Road School, Beecher Road, 25 acres
- Bethany, Orange & Woodbridge Regional Dog Pound, Bradley Road, 1.08 +/- acres.
- The Thomas Darling - G. Halstead Bishop Estate Property, East and West, Litchfield Turnpike, c. 152 acres
- 1840 Litchfield Turnpike, c. 1 acre
- The Lucy/Mettler Streets Property, site of the Old Warner School, 2.02 acres
- The Meiss Property, Rimmon Road 16.5 acres
- The Northwest Cemetery, Seymour Road, c. 3 acres
- The Old Derby Trail, west of and off lower Amity Road, 15 +/- acres.
- Sperry Park and Henry C. Hickox Memorial Park, Sperry Road, combined 5.88 acres
- Triangle, corner of Ford, Northrop, and Old Westward Roads, 1.16 acres
- West River Field, South Bradley Road, 7.07 acres.

PUBLICLY OWNED PROPERTIES - of less than one acre

- Piece on Manilla Avenue, c. 60' x 100'
- The Old South School-now used by the Knights of Columbus, Johnson Road, .17 acres

PUBLICLY OWNED PROPERTIES - for drainage or vehicular rights of way

- Dogwood Circle, a drainage right of way, .04 acre
- Laurel Road, a future highway right of way, .32 acre
- Lorraine Drive, a future highway right of way, .4 acre

PUBLICLY OWNED PROPERTIES ON PAPER STREETS

- Selden Terrace, west of lower Amity Road, .21 acre
- View Place, west of lower Amity Road, .16 acre
- "Woodbridge Heights," off South Please Road, scattered lots, 25' x 100'

PUBLICLY OWNED PROPERTIES - bought with aid of federal and/or state grants for "conservation, recreation and open space purposes"

- Acorn Hill Landfill, Acorn Hill Road, with 40% state aid, no federal aid
- The Thomas Darling-G. Halstead Bishop Estate Property, East and West, Litchfield Turnpike, each with 50% federal and 25% state aid

PUBLICLY OWNED PROPERTIES WITH HISTORIC INTEREST FOR THE TOWN

- The Thomas Darling-G. Halstead Bishop Estate Property, East and West, including the Thomas Darling house and barns
- The 1911 Kindergarten, originally built on Lucy Street, now dismantled and stored in the Thomas Darling barns
- The Old Derby Trail, west of lower Amity Road
- The Old South School, now used by the Knights of Columbus, Johnson Road
- The Northwest Cemetery, Seymour Road
- Sperry Park, Sperry Road

PUBLICLY OWNED PROPERTIES DEVOTED IN WHOLE OR IN PART TO RECREATION

- Acorn Hill Landfill, Acorn Hill Road - deed restricted for conservation and recreation
- Beecher Road School, Beecher Road
- The Center, Meetinghouse Lane
- Center Field, Center Road, under control of the Recreation Commission
- The Thomas Darling-G. Halstead Bishop Estate Property, East and West, Litchfield Turnpike - most of it dedicated for conservation, recreation and open space
- Sperry and Henry C. Hickox Parks, Sperry Road
- West River Field, South Bradley Road - under control of the Recreation Commission

PUBLICLY OWNED PROPERTIES SUBJECT TO GRANTS-IN-AID CONDITIONS

- Acorn Hill Landfill, Acorn Hill Road
- The Thomas Darling-G. Halstead Bishop Estate Property, East and West, Litchfield Turnpike

PUBLICLY OWNED PROPERTIES SUBJECT TO OTHER EXISTING DEED RESTRICTIONS (1982)

- Bethany, Orange and Woodbridge Dog Pound, Bradley Road
- Lucy/Mettler Streets Property
- Sperry Park, Sperry Road

ALL PUBLICLY OWNED PROPERTIES ARE UNDER THE MANAGEMENT OF THE BOARD OF SELECTMEN. USE OR DISPOSITION OF PUBLICLY OWNED PROPERTIES ARE SUBJECT TO THE VOTE OF TOWN MEETINGS. THE BOARD OF SELECTMEN HAS DELEGATED AUTHORITY OVER THE FOLLOWING PROPERTIES TO THE FOLLOWING BOARDS, COMMISSIONS OR GROUPS.

- Beecher School, Beecher Road - the Board of Education, Recreation Commission
- Center Field, Center Road - the Recreation Commission
- Clark Memorial Library, Newton Road - Library Board of Directors
- The Thomas Darling-G. Halstead Bishop Estate Property - part of both East and West parts to the Amity & Woodbridge Historical Society as agent of the Board of Selectmen; and non-exclusive use of part of the West piece for a Boy Scout campsite.
- Fire House, corner of Newton and Center Roads - Fire Commissioners
- Police Headquarters, The Center, Meetinghouse Lane - the Police Commission
- Sperry Park, Sperry Road - Sperry Park Commission
- West River Field, South Bradley Road - the Recreation Commission

PROPERTIES AFFECTED BY THE PUBLIC INTEREST

- A. Property subject to Town option to acquire
 - 1. Ansonia-Derby Water Company - western side of Town
 - 2. Connecticut Light and Power Company - throughout the Town
 - 3. New Haven Water Company - north and eastern part of Town; also southwestern part of Town
 - 4. United Illuminating Company - primarily the southern part of Town
- B. Other
 - 1. Alice Newton Street Park
 - 2. Amity Regional High School
 - 3. Conservation Trust Properties

SEQUENTIAL ACQUISITION OF TOWN-OWNED PROPERTIES IN WOODBRIDGE

--1982--

The apparent existence and use of the Northwest Cemetery pre-dates the incorporation of Woodbridge in 1784. No deed for the property exists in the Town Clerk's office.

- 1866 Old South School, Johnson Road -- bought for school purposes
- 1907 Sperry Park, Sperry Road -- given as a Park
- 1911 "Little Lucy" Kindergarten Property, Lucy Street-- given for use as a school site. Adjacent land on both Lucy and Mettler Streets was acquired through ten separate deeds between 1911 and 1947
- 1919 Town Hall Property, Meetinghouse Lane for \$500.00 for 1/2 acre
- 1921, 1926 & 1930 The Center Triangle - - - 1 3/4 acres
- 1930 and thereafter-Scattered parcels of c. 25' x 100' in "Woodbridge Heights", claimed in 1925 to be 'New Haven's finest Residential Suburb', South Pease Road
- 1936 Old Derby Trail, west of lower Amity Road
- 1941 & 1944 Two contiguous parcels on Selden Terrace, west of lower Amity Road
- 1942 1840 Litchfield Turnpike, corner of Bond Road
- 1946 Center Field Area, Center Road . . . \$11,025.00
- 1947 & 1948 West River Field, South Bradley Road
- 1955 Henry C. Hickox Memorial Park, Sperry Road, contiguous with Sperry Park

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SEQUENTIAL ACQUISITION OF TOWN-OWNED PROPERTIES IN WOODBRIDGE

- 1959 Beecher Road School Property, Beecher Road
- 1963 The Meiss Property, Rimmon Road
- 1965 The Hoffmann Piece, Center and Newton Roads
- 1967 The Rice Property, house and pond, Center Road
Thomas Darling - G. Halstead Bishop Estate,
east of Litchfield Turnpike
- 1968 Second property for Beecher School, Beecher Road
- 1968 Haddad Property - Acorn Hill Landfill, Acorn
Hill Road
- 1969 Property for use as the Regional Dog Pound,
Bradley Road
- 1973 Thomas Darling - G. Halstead Bishop Estate,
west of Litchfield Turnpike, two pieces
- 1973 The Fitzgerald Property, Center and Beecher
Roads
- 1973 Dogwood Circle, Laurel Road, and Lorraine Drive
properties
- 1974 The Olsen Property, west of Litchfield Turnpike,
joining the two Darling-Bishop properties, west
of the Turnpike
- 1979 Triangle - Ford, Northrop, and Old Westward Roads
- 1994 Massaro Farm - Ford Road 12-21-94

Vol 88 299 5/29/68
 504 6/28/68

RECEIVED

APR 20 1995

TOWN CLERK, WOODBRIDGE
TIME: _____**"THE MASSARO FARM", Ford Road.**Acquisition

"The Massaro Farm" had until recently been an established and active working farm. It was given to the Town of Woodbridge, in a Statutory Quitclaim Deed, dated the 21st of December, 1994 and recorded on the 22nd of December, 1994, in Vol. 0226, pages 264-267. Simultaneously recorded with it on December 22nd in Vol. 0226, pages 251-263, was a 'Grant of Conservation Restriction' - dated on the 20th and 21st of December. The Grant made a "qualified conservation contribution... in the nature of an easement" as permanent gift to the WOODBRIDGE CONSERVATION TRUST, INC., of Woodbridge, Connecticut. The Trust was described as "a not for profit corporation, organized under the laws of the State of Connecticut to preserve and protect the public interest (the "Trust"), with QUIT CLAIM COVENANTS. The Massaro Farm thereby became Town-owned property, protected by a legal easement, to be supervised by the Woodbridge Conservation Trust, Inc. Its 57.85 +/- acres are a major gift of land to the Town -- by far the largest gift to date -- and are to be permanently protected as 'open space'.

Assessed Value - 10/1994

House, outbuildings and 57.85 +/- acres of land \$230,650.00.

Location and Description

"The Massaro Farm" is a 57+ acre rectangle of land on the east side of Ford Road in the southwestern section of Woodbridge. It extends to what would be the backlot lines for potential lots on Northrop Road. (Mr. Massaro retained eleven wooded acres along Northrop Road.) The farm, which seems primarily now to be sloping pastureland and young woodlands, has large areas of spreading wetlands. Facing Ford Road are a two-story, four-bedroom house (built in 1927), large and small barns (one of which is 2 stories), a silo, and various subsidiary sheds and out-buildings; these are surrounded by nearby sloping fields and pasture and more distant woodland. More precisely, the land is described in the deed as:

"Beginning at a point on the easterly street line of Ford Road, which point marks the southwestern corner of the property; thence running N 01° 07' 02" W for a distance of 195.32 feet; thence running N 00° 17' 40" E for a distance of 108.75 feet; thence running N 03° 02' 07" E for a distance of 47.01 feet; thence running N 00° 11' 57" W for a distance of 112.36 feet; thence running N 01° 54' 34" W for a distance of 265.59 feet; thence running N 03° 40' 41" W for a distance of 104.86 feet; thence running N 05° 50' 04" W for a distance of 16.91 feet; thence running N 03° 24' 02" W for a distance of 240.73 feet; thence running N 07° 14' 32" W for a distance of 16.21 feet; thence running N 05° 36' 28" W for a distance of 107.57 feet; thence running N 02° 46' 35" W for a distance of 68.55 feet;

thence running N 02° 18' 11" E for a distance of 78.70 feet;
 thence running N 03° 18' 44" E for a distance of 234.69 feet;
 thence running N 04° 12' 59" E for a distance of 53.46 feet to
 a point that marks the northwestern corner of the property,
 the last fourteen distances being along the easterly street
 line of Ford Road; thence running S 85° 06' 38" E for a
 distance of 309.56 feet; thence running S 85° 56' 35" E for a
 distance of 186.67 feet to a stake along property now or
 formerly held by David Kozak; thence running S 14° 04' 18" E
 for a distance of 47.57 feet to an iron pin; thence running S
 71° 23' 56" E for a distance of 179.11 feet, the last two
 distances being along land now or formerly owned by Paul &
 Audry Greenberg; thence running S 68° 21' 40" E for a distance
 of 120.65 feet to a monument along the easterly street line of
 Spector Lane; thence running S 79° 13' 14" E for a distance of
 55.31 feet; thence running S 68° 36' 45" E for a distance of
 150.89 feet; thence running S 72° 21' 43" E for a distance of
 35.36 feet; thence running S 67° 07' 58" E for a distance of
 69.12 feet; thence running S 69° 02' 29" E for a distance of
 71.12 feet; thence running S 71° 15' 10" E for a distance of
 69.78 feet to an iron pin, the last six distances being along
 land now or formerly held by Richard & Emily Shindler; thence
 running S 70° 08' 46" E for a distance of approximately 627.27
 feet along land now or formerly owned by Americo & Fenanda
 Arduini, and land now or formerly owned by Jeanne Summit, to a
 point marking the northwestern corner of the property; thence
 running S 13° 05' 27" W for a distance of 1414.73 feet along
 other land now or formerly owned by John B. Massaro, thence W.
 70° 42' 35" W for a distance of approximately 38.61 feet along
 land now or formerly of Stella McMillan to a monument along
 the easterly street line of Mitchell Lane; thence running N
 68° 36' 33" W for a distance of 81.89 feet across Mitchell
 Lane; thence running N 70° 03' 06" W for a distance of 452.58
 feet along land now or formerly owned by Peter & Carole Hart,
 land now or formerly owned by Kenneth & Robin Ward, and land
 now or formerly owned by Ronald & Donna Montano, thence
 running N 68° 03' 28" W for a distance of 53.92 feet along
 land now or formerly owned by Ronald & Donna Montano; thence
 running N 70° 21' 15" W for a distance of 379.80 feet along
 land now or formerly owned by Ronald & Donna Montano, and land
 now or formerly owned by Anita Kendall to a point along
 westerly street line of Lorraine Drive; thence running S 06°
 35' 28" W for a distance of 114.93 feet along the westerly
 street line of Lorraine Drive; thence running N 84° 13' 48" W
 for a distance of 497.93 feet along land now or formerly owned
 by Morton Kaplan and land now or formerly owned by Michael &
 Rosemary Santoro to the point and place of the beginning."

<u>Zone</u>	<u>Road Class</u>
A	2

Map

Assessor's Map 489

The property is designated "Parcel 'A' Remaining Land" on a "Map Prepared for John B. Massaro Property, Ford Road & Northrop Road, Woodbridge, Connecticut, scale: 1"=100', December 8, 1994," prepared by Nowakowski, O'Bymachow, Kane Engineering-Surveying, Shelton, Connecticut, and recorded in the Town Clerk's office in Woodbridge.

Restrictions, Agreements and Encumbrances

(1) Specific, detailed and extensive Quit Claim Covenants were enumerated in a 'GRANT OF CONSERVATION RESTRICTION' which was signed and recorded simultaneously with the Deed, and which gave control and oversight of the property to the WOODBRIDGE CONSERVATION TRUST, INC. 'Traditional Farming' and 'Livestock Activities', 'Forestry...', 'Public Recreational...' and 'Public Educational Activities' are each defined and described and would be permitted under the Trust's supervision, but any sport fields or construction would need to respect the goal, or 'the purpose' of the restrictive covenants, that the property "be preserved forever in its natural, scenic, and open-space condition, to prevent its use or development for any purpose or in any manner which would conflict with the specified use; To the extent practicable; it should "maximize the amount of underdeveloped open space, forest land and agricultural land on the property." See the Addenda 'Recitals' of the full covenant.

(2) John Massaro is to have life use of the buildings and property; and will remain "responsible for any upkeep, maintenance, repair and insurance for the property and buildings during his lifetime."

Utilization

As is, during John Massaro's lifetime. As specified, after his death.

Agency in Control

The Woodbridge Conservation Trust, Inc.

Recommendations

Addenda -- Recitals from Grant of Conservation Restrictions

or formerly owned by Ronald & Donna Montano, and land now or formerly owned by Anita Kendall to a point along westerly street line of Lorraine Drive; thence running S 06° 35' 28" W for a distance of 114.93 feet along the westerly street line of Lorraine Drive; thence running N 84° 13' 48" W for a distance of 497.93 feet along land now or formerly owned by Morton Kaplan and land now or formerly owned by Michael & Rosemary Santoro to the point and place of the beginning.

As described with more particularity below, the entire Property shall be subject to subdivision and other conservation restrictions.

Recitals

WHEREAS, the Property consists of largely undeveloped open space land providing natural habitat for a variety of animals and plants, open fields, and forest land. A significant portion of the Property is classified as a freshwater wetland or watercourse under Chapter 440 of the Connecticut General Statutes, while the remaining portion of the Property comprises largely undeveloped wooded and open field areas. The Property provides general aesthetic and scenic enjoyment to members of the general public from a number of principal and well-traveled thoroughfares in the Town of Woodbridge. These include Ford Road, Ford Street, Lorraine Drive, Mitchell Lane, and Spector Lane. The Property has more than 1,500 feet of frontage along Ford Road;

WHEREAS, by virtue of both the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantor to the Town of Woodbridge through a separate instrument on this date, the Property also will provide specific enjoyment by and significant benefit to members of the general public who will have access to the Property for outdoor public recreation and/or education purposes. It is the intent of the Grantor that any outdoor public recreation and/or education activities be sited in a manner which, to the extent practicable, maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property. Following the termination of a life estate reserved by the Grantor, members of the general public shall have access to the property, within the reasonable constraints imposed by the Town of Woodbridge, to engage in Public Recreational Activities and Public Educational Activities (as such terms are defined in Paragraph 2 of this Grant);

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not necessarily limited to (i) the Connecticut Conservation and Development Policies Plan, 1992-1997

(see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas; and (ii) Section 12-107 of the Connecticut General Statutes, which declares it is in the public interest to encourage the preservation of forest land and open space, and under which the Property in the past has been classified;

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

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

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

WHEREAS, the Trust is a nonprofit, charitable organization ruled as tax exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of the Code. The Trust was established in 1964. Its purposes include the preservation and conservation of property situated in the State of Connecticut, and the Trust conducts a conservation program which includes the acquisition of land and conservation easements relating to land deemed of special conservation significance. The Trust is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes;

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

1. Purpose. The purpose of this Conservation Restriction is to assure that the Property, with the exception of use of the Property by the Grantor, his successors and assigns for Farming Activities, Forestry Activities, Public Recreational Activities, and Public Educational Activities, will be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner which would conflict with the use and preservation of such property for the purposes set forth in this Grant. It is the intent of the Grantor that any outdoor public recreation and/or education activities be sited in a manner which, to the extent practicable,

maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property.

2. Definitions. "Farming Activities" means: the cultivation, raising, harvesting, processing, or sale of any agricultural or horticultural commodity, including but not necessarily limited to the production and sale of eggs or any other agricultural commodity as an incident to ordinary farming activities; the planting, the cultivation of the soil, the raising, caring for, training and management of livestock, including chickens, horses, cows, sheep and goats; the grazing of livestock upon, or the mowing of the existing field areas of the Property; the construction or maintenance of roads, paths, fences, weather protection structures, and unobtrusive signs reasonably necessary or appropriate to conduct Farming Activities. "Farming Activities" shall include only traditional farming and livestock activities, and shall not include intensive, high volume farming and livestock activities such as those associated with modern, highly mechanized farming or livestock processing facilities.

"Forestry Activities" means: planting, growing, spraying, pruning, cutting of live trees or other removals of live or dead trees, in accordance with generally accepted forestry practices. Such activities shall not include "clear cutting" harvesting activities, but may include the use of pesticides, or any other such activities necessary to control or prevent hazard, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such activities also may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

"Public Recreational Activities" means: exercise, sporting, and recreational activities which are predominantly outdoor in nature, including but not necessarily limited to (a) relatively passive-type activities such as walking, hiking, running, bicycling, skating, and similar activities; and (b) relatively more intensive-type activities such as soccer, volleyball, baseball, football, tennis, basketball, and similar outdoor sporting activities. Any Public Recreational Activities shall be sited in a manner which, to the extent practicable, maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property.

"Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resource and environmental issues. Such activities might include but not necessarily be limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, birdwatching, and nature walks and hikes. Any Public Educational Activities shall be sited in a manner which, to the extent

practicable, maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property.

3. Prohibited Uses. To carry out the purposes of this Conservation Restriction, the Grantor agrees for himself, his successors and assigns, that any activity on or use of the Property that is inconsistent with the purpose of this Conservation Restriction is prohibited. Without limiting the generality of the foregoing, and generally consistent with the Reserved Rights described in Paragraph 4 below, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or de facto division, subdivision, or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, nor any change in the topography of the land in any manner, except as may be necessary to conduct the activities described in Paragraph 4 of this Grant;
- (D) Constructing or maintaining structures, buildings, camping accommodations or mobile homes, billboards or other structures, except as described in Paragraph 4 of this Grant;
- (E) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;
- (F) Manipulating or altering any natural water courses, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (G) Operating snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (H) Constructing, improving or upgrading of roads, trails, or footpaths, except as may be necessary to conduct the activities described in Paragraph 4 hereof; and
- (I) Granting of any right of way or right of passage inconsistent with conservation property over any

portion of the Property without express written consent of Trust.

- (J) With the exception of the use of the Property by Grantor for his lifetime as a place of residence, use of the property for a residential dwelling unit or units.

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

- (A) Any Farming Activities or Forestry Activities, including any new structures, buildings, fences, gates, roads, or trails reasonably necessary or appropriate to conduct such activities;
- (B) Relocating, replacing or repairing any existing structures, buildings, fences, gates, roads, or trails reasonably necessary or appropriate to conduct any Farming Activities or Forestry Activities;
- (C) Any Public Recreational Activities, including any accessory fences, gates, roads, trails, unobtrusive signs, parking areas, fixtures, buildings and structures reasonably necessary or appropriate to conduct primary Public Recreational Activities, such accessories to be of a size and scope limited to that reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Recreational Activities might include bleachers for playing fields; playground equipment; buildings housing locker rooms, hiker shelters, restrooms, or emergency services; or structures housing electrical or other equipment relating to recreational activities. The Grantor, his successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property. In addition, for projects that involve any combination of buildings, fixtures, or other structures consisting of an aggregate of 1,500 square feet or more, the Grantor, his successors and assigns agrees to obtain the Trust's written

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

- (D) Any Public Educational Activities, including any accessory fences, gates, roads, trails, unobtrusive signs, parking areas, fixtures, buildings and structures reasonably necessary or appropriate to conduct primary Public Educational Activities, such accessories to be of a size and scope limited to that reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Educational Activities might include unobtrusive classroom buildings dedicated to the study of nature and environmental science; unobtrusive structures housing nature, wildlife or plant exhibits; buildings housing restrooms, or emergency services; or structures housing electrical or other equipment relating to educational activities. The Grantor, his successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Educational Activities on the Property. In addition, for projects that involve any combination of buildings, fixtures, or other structures consisting of an aggregate of 1,500 square feet or more, the Grantor, his successors and assigns agree to obtain the Trust's written approval with respect to size and siting choice of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

5. Dedication; Signs. The Grantor hereby dedicates the Property to the memory of the Massaro family, and decrees that it shall forever be known and designated as "The Massaro Farm." To the maximum extent possible, any signs or other designations on the Property, or materials within the Town of Woodbridge referring to the Property, shall reflect this dedication, including but not necessarily limited to signs (such as street, road, avenue, or trail signs) on the Property identifying the Property or its features to members of the general public.

6. Inspection; Enforcement. The Grantor grants to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine if there is compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce this Conservation Restriction through appropriate legal and equitable proceedings, including but not limited to the right to require restoration of the Property to

its condition at the time of the conveyance, as modified by any alterations or uses permitted under this Grant of Conservation Restriction. Any failure to enforce shall not be deemed a waiver of the right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantor, his successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any loss of injury to person or property suffered or incurred on the Property.

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

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

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

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

11. Dissolution. In the event that the Trust dissolves, this Conservation Restriction shall pass to and be enforced by The Nature Conservancy of Connecticut, Inc., or its successors or assigns. If The Nature Conservancy of Connecticut, Inc. does not accept this conservation Restriction, it shall pass to and be enforced by a similar organization qualifying at the time as an eligible Donee as defined by I.R.S. Treas. Reg. 1.170A-13(c)(1), as it now exists or may be amended from time to time.

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

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

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

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or formerly owned by Ronald & Donna Montano, and land now or formerly owned by Anita Kendall to a point along westerly street line of Lorraine Drive; thence running S 06° 35' 28" W for a distance of 114.93 feet along the westerly street line of Lorraine Drive; thence running N 84° 13' 48" W for a distance of 497.93 feet along land now or formerly owned by Morton Kaplan and land now or formerly owned by Michael & Rosemary Santoro to the point and place of the beginning.

As described with more particularity below, the entire Property shall be subject to subdivision and other conservation restrictions.

Recitals

WHEREAS, the Property consists of largely undeveloped open space land providing natural habitat for a variety of animals and plants, open fields, and forest land. A significant portion of the Property is classified as a freshwater wetland or watercourse under Chapter 440 of the Connecticut General Statutes, while the remaining portion of the Property comprises largely undeveloped wooded and open field areas. The Property provides general aesthetic and scenic enjoyment to members of the general public from a number of principal and well-traveled thoroughfares in the Town of Woodbridge. These include Ford Road, Ford Street, Lorraine Drive, Mitchell Lane, and Spector Lane. The Property has more than 1,500 feet of frontage along Ford Road;

WHEREAS, by virtue of both the conservation restrictions imposed through this Grant, and the transfer of the fee simple title to the Property from the Grantor to the Town of Woodbridge through a separate instrument on this date, the Property also will provide specific enjoyment by and significant benefit to members of the general public who will have access to the Property for outdoor public recreation and/or education purposes. It is the intent of the Grantor that any outdoor public recreation and/or education activities be sited in a manner which, to the extent practicable, maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property. Following the termination of a life estate reserved by the Grantor, members of the general public shall have access to the property, within the reasonable constraints imposed by the Town of Woodbridge, to engage in Public Recreational Activities and Public Educational Activities (as such terms are defined in Paragraph 2 of this Grant);

WHEREAS, the preservation of open space, forest land, and agricultural land such as the Property is consistent with the policies of the United States and the State of Connecticut. These policies include but are not necessarily limited to (1) the Connecticut Conservation and Development Policies Plan, 1992-1997

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(see "Locational and Guide Map," May 1992) which identifies the property within a Conservation Area for the purpose of protecting scenic areas; and (ii) Section 12-107 of the Connecticut General Statutes, which declares it is in the public interest to encourage the preservation of forest land and open space, and under which the Property in the past has been classified;

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

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

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

WHEREAS, the Trust is a nonprofit, charitable organization ruled as tax exempt pursuant to Section 501(c)(3) of the Code and described in Section 170(h)(3) of the Code. The Trust was established in 1964. Its purposes include the preservation and conservation of property situated in the State of Connecticut, and the Trust conducts a conservation program which includes the acquisition of land and conservation easements relating to land deemed of special conservation significance. The Trust is the owner of land and interests in land in the Town of Woodbridge and is authorized to carry out the foregoing purposes;

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

1. **Purpose.** The purpose of this Conservation Restriction is to assure that the Property, with the exception of use of the Property by the Grantor, his successors and assigns for Farming Activities, Forestry Activities, Public Recreational Activities, and Public Educational Activities, will be preserved forever in its natural, scenic, and open-space condition in order to prevent its use or development for any purpose or in any manner which would conflict with the use and preservation of such property for the purposes set forth in this Grant. It is the intent of the Grantor that any outdoor public recreation and/or education activities be sited in a manner which, to the extent practicable,

maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property.

2. **Definitions.** "Farming Activities" means: the cultivation, raising, harvesting, processing, or sale of any agricultural or horticultural commodity, including but not necessarily limited to the production and sale of eggs or any other agricultural commodity as an incident to ordinary farming activities; the planting, the cultivation of the soil, the raising, caring for, training and management of livestock, including chickens, horses, cows, sheep and goats; the grazing of livestock upon, or the mowing of the existing field areas of the Property; the construction or maintenance of roads, paths, fences, weather protection structures, and unobtrusive signs reasonably necessary or appropriate to conduct Farming Activities. "Farming Activities" shall include only traditional farming and livestock activities, and shall not include intensive, high volume farming and livestock activities such as those associated with modern, highly mechanized farming or livestock processing facilities.

"Forestry Activities" means: planting, growing, spraying, pruning, cutting of live trees or other removals of live or dead trees, in accordance with generally accepted forestry practices. Such activities shall not include "clear cutting" harvesting activities, but may include the use of pesticides, or any other such activities necessary to control or prevent hazard, disease or fire or to maintain the aesthetic and horticultural qualities of the Property. Such activities also may include activities necessary to preserve or enhance wildlife habitat and overall forest productivity.

"Public Recreational Activities" means: exercise, sporting, and recreational activities which are predominantly outdoor in nature, including but not necessarily limited to (a) relatively passive-type activities such as walking, hiking, running, bicycling, skating, and similar activities; and (b) relatively more intensive-type activities such as soccer, volleyball, baseball, football, tennis, basketball, and similar outdoor sporting activities. Any Public Recreational Activities shall be sited in a manner which, to the extent practicable, maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property.

"Public Educational Activities" means: activities, whether group or individual, aimed at furthering the education of members of the general public concerning local natural resource and environmental issues. Such activities might include but not necessarily be limited to classes for the study of flora and fauna and other nature studies, self-guided nature trails, birdwatching, and nature walks and hikes. Any Public Educational Activities shall be sited in a manner which, to the extent

practicable, maximizes the amount of underdeveloped open space, forest land and agricultural land on the Property.

3. **Prohibited Uses.** To carry out the purposes of this Conservation Restriction, the Grantor agrees for himself, his successors and assigns, that any activity on or use of the Property that is inconsistent with the purpose of this Conservation Restriction is prohibited. Without limiting the generality of the foregoing, and generally consistent with the Reserved Rights described in Paragraph 4 below, the following activities and uses are expressly prohibited on the Property:

- (A) The legal or *de facto* division, subdivision, or resubdivision of the Property for any purpose;
- (B) Any commercial or industrial use of the Property;
- (C) Filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, nor any change in the topography of the land in any manner, except as may be necessary to conduct the activities described in Paragraph 4 of this Grant;
- (D) Constructing or maintaining structures, buildings, camping accommodations or mobile homes, billboards or other structures, except as described in Paragraph 4 of this Grant;
- (E) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;
- (F) Manipulating or altering any natural water courses, marshes or other water bodies, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (G) Operating snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles, except as may be necessary to conduct the activities described in Paragraph 4 hereof;
- (H) Constructing, improving or upgrading of roads, trails, or footpaths, except as may be necessary to conduct the activities described in Paragraph 4 hereof; and
- (I) Granting of any right of way or right of passage inconsistent with conservation property over any

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portion of the Property without express written consent of Trust.

- (J) With the exception of the use of the Property by Grantor for his lifetime as a place of residence, use of the property for a residential dwelling unit or units.

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

- (A) Any Farming Activities or Forestry Activities, including any new structures, buildings, fences, gates, roads, or trails reasonably necessary or appropriate to conduct such activities;
- (B) Relocating, replacing or repairing any existing structures, buildings, fences, gates, roads, or trails reasonably necessary or appropriate to conduct any Farming Activities or Forestry Activities;
- (C) Any Public Recreational Activities, including any accessory fences, gates, roads, trails, unobtrusive signs, parking areas, fixtures, buildings and structures reasonably necessary or appropriate to conduct primary Public Recreational Activities, such accessories to be of a size and scope limited to that reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Recreational Activities might include bleachers for playing fields; playground equipment; buildings housing locker rooms, hiker shelters, restrooms, or emergency services; or structures housing electrical or other equipment relating to recreational activities. The Grantor, his successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Recreational Activities on the Property. In addition, for projects that involve any combination of buildings, fixtures, or other structures consisting of an aggregate of 1,500 square feet or more, the Grantor, his successors and assigns agree to obtain the Trust's written

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

(D) Any Public Educational Activities, including any accessory fences, gates, roads, trails, unobtrusive signs, parking areas, fixtures, buildings and structures reasonably necessary or appropriate to conduct primary Public Educational Activities, such accessories to be of a size and scope limited to that reasonably necessary and appropriate to conduct the primary activities. For example, reasonably necessary and appropriate structures for Public Educational Activities might include unobtrusive classroom buildings dedicated to the study of nature and environmental science; unobtrusive structures housing nature, wildlife or plant exhibits; buildings housing restrooms, or emergency services; or structures housing electrical or other equipment relating to educational activities. The Grantor, his successors and assigns, agree to consult with the Trust concerning the siting of any proposed Public Educational Activities on the Property. In addition, for projects that involve any combination of buildings, fixtures, or other structures consisting of an aggregate of 1,500 square feet or more, the Grantor, his successors and assigns agree to obtain the Trust's written approval with respect to size and siting choice of any such buildings, fixtures or other structures, which approval shall not be unreasonably withheld.

5. Dedication; Signs. The Grantor hereby dedicates the Property to the memory of the Massaro family, and decrees that it shall forever be known and designated as "The Massaro Farm." To the maximum extent possible, any signs or other designations on the Property, or materials within the Town of Woodbridge referring to the Property, shall reflect this dedication, including but not necessarily limited to signs (such as street, road, avenue, or trail signs) on the Property identifying the Property or its features to members of the general public.

6. Inspection; Enforcement. The Grantor grants to the Trust, its successors and assigns, the right to enter upon the Property at reasonable times for the purpose of inspecting the Property to determine if there is compliance with the terms of this Grant. The Trust shall have the right but not the obligation to enforce this Conservation Restriction through appropriate legal and equitable proceedings, including but not limited to the right to require restoration of the Property to

its condition at the time of the conveyance, as modified by any alterations or uses permitted under this Grant of Conservation Restriction. Any failure to enforce shall not be deemed a waiver of the right to do so thereafter. The Trust, its successors and assigns, shall not be liable to the Grantor, his successors and assigns or to any other person or entity for failure to enforce any provision of this conveyance or for any loss of injury to person or property suffered or incurred on the Property.

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

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

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