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October 2, 2024

Via Electronic Filing

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street SW
Room 1034
Washington, DC 20423-0001

308779

ENTERED
Office of Proceedings
October 2, 2024
Part of
Public Record

RE: Docket FD-36813
Cedar Hills Rail LLC- Operation Exemption
Notice of Exemption

Dear Ms. Brown:

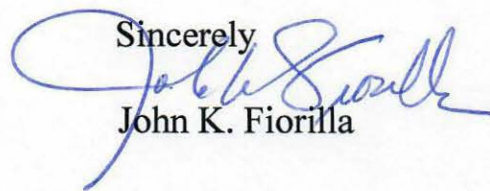
This firm represents the applicant Cedar Hills Rail LLC in the above captioned matter.

Enclosed is a Verified Notice of Exemption for the operation of tracks in New Haven County Connecticut by the applicant.

We have paid the \$2200.00 filing fee through pay.gov.

If you have any questions regarding the filing, please advise.

Sincerely,


John K. Fiorilla

Cc: William Gambardella
Andy Anastasio, Jr.

FILED
October 2, 2024
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
October 2, 2024
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB DOCKET NO

FD-36813

**CEDAR HILLS RAIL LLC- OPERATION EXEMPTION- TRACKS OF AB
ECO PARK LLC IN NEW HAVEN COUNTY, CONNECTICUT**

VERIFIED NOTICE OF EXEMPTION

Pursuant to 49 C.F.R. 1150 Subpart D, Cedar Hills Rail LLC (“CHR”) a non-carrier hereby files this Notice of exemption (“Notice”) for authority to operate as a Class III rail carrier over approximately 7,150 feet of existing private industry tracks (the “Tracks”) located within a 90-acre industrial park (“The Park”) owned by AB Eco Park LLC (the “AB Eco”). The Park is located in the Town of North Haven, Ct and the City of New Haven, CT along the Hartford Line of CSXT previously owned by Consolidated Rail Corporation (“Conrail”) and prior to Conrail by the Penn-Central Transportation Company. The Park extends Beginning at the New Haven, North Haven dividing line extending through the Town of North Haven on a general northeasterly direction to the ending of the 8th Line, being North

58 degrees 24'57" West, as identified in an access easement dated August 18, 1983 between Herbert H. Pearce and Donald B. Lippincott and Grantor. Also extending at the North Haven and New Haven dividing line through the City of New Haven, CT., in a general southwesterly direction 2200 feet more or less to the Ending. The Park is adjacent to lines of railroad owned by the National Railroad Passenger Corporation ("AMTRAK"). The Park was a portion of Conrail's Cedar Hill Classification Yard known as West Yard train repair facility. Conrail ceased freight railroad service to the Park no later than 1987 when the Park was sold by Consolidated Rail Corporation to Celavon Corporation ("Celavon") of New Haven CT. A copy of the deed for this sale is attached hereto as Exhibit A. Celavon sold the Park to the current owner AB Eco by two Special Warranty Deeds dated April 26, 2024. Those deeds are attached hereto as Exhibit B. Celavon did not use the tracks on the property however the tracks have remained in place although covered in some locations by soil. The applicant, CHR is a subsidiary of AB Eco, CHR desires for the tracks to be uncovered, repaired and refurbished and to be reconnected to CSXT's Cedar Hill freight and for CHR to obtain authority to provide common carrier service to shippers who will locate within the "Park".

In accordance with the requirements of 49 C.F.R. § 1150.33 the applicant submits the following information.

Name and Address of Applicant 49 C.F.R. §1150.33 (a)

Cedar Hills Rail LLC
60 Washington Avenue Suite 104
Hamden, CT 06518

Applicant's Representative 49 C.F.R. § 1150.33(b)

John K. Fiorilla
Dyer & Peterson PC
605 Main Street Suite 104
Riverton, N.J. 08077
(609) 792-6851
jfiorilla@dyerpetererson.com

Statement Concerning Agreement 49 C.F.R. § 1150.33(c)

CHR is entering into a Track Lease and Operating Agreement with its parent company AB Eco by which AB Eco will grant CHR the rights to lease, operate, maintain the approximately 7150 feet of previously private track located in the Park and to hold out to provide common carrier rail services to industries to be located in the Park. The Tracks covered by this Notice are shown in yellow on Exhibit C. Rail operations will consist primarily of switching rail cars to and from shippers in the Park. CHR will interchange on the tracks of CSXT as shown in red on Exhibit D.

CHR plans to close this transaction on or after the effective date of this Notice.

Actual operations will commence when the tracks have been rehabilitated and the switch restored so that common carrier rail service can safely resume.

Operator of the Property 49 C.F.R. 1150.33 (d)

Upon consummation of the transaction herein CHR will lease the tracks and retain the common carrier obligation to provide rail operations over them to response to requests of customers in the Park. CHR will operate the tracks via an agreement with another carrier who will file with the Board to obtain operating authority. At this time this carrier has not been identified.

Summary of the Transaction 49 C.F.R. § 1150.33

CHR through another carrier will operate the 7150 feet of track which will constitute the railroad. There are no structures or facilities which are included in the 7150 feet of right of way. CSXT has notified CHR that upon it obtaining an order granting the Notice of Exemption from Board, that it will enter into an agreement to interchange with CHR. At this time CHR has no plans to build any additional tracks with the right of way it is acquiring, however if traffic were to require additional track for storage and switching it would provide this additional track upon the property owned by AB Eco and upon which it operates.

Maps 49 C.F.R. 1150.33 (f)

Attached as Exhibit E

Certificate Regarding Projected Revenues 49 C.F.R. § 1150.33 (g)

A Certificate of Compliance with the provisions of 49 C.F.R. § 1150.33(g) certifying that CHR's annual revenues are not expected to exceed those that would qualify it as a Class III Railroad, is attached as Exhibit F to this Notice.

Interchange Commitments, 49 C.F.R. § 1150.33 (h)

CHR's and CSX's proposed operation of the Tracks does not involve any provision or agreement that would limit future interchange with a third-party carrier.

Advance Notice: 49 C.F.R. § 1150.32 (e)

The annual revenues of Ab Eco Ab Eco Rail LLC are not expected to exceed \$5,000,000. Accordingly, the advance notice requirements of 49 C.F.R. § 1150.32 (e) are not applicable. See the certification included with the verification to this Notice.

Environmental and Historic Preservation Data- 49 C.F.R. § 1105

Under 49 C.F.R. § 1150.6(c)(2) CHR's proposed operation of the Tracks is exempt from environmental reporting requirements. The proposed transaction will not result in significant changes in carrier operations i.e. Changes that exceed the thresholds established in 49 C.F.R. § 1105.7 (e) (4) or (5). Under 49 C.F.R. § 1105.8 (b)(1) CHR's assumption of operations on the Track also is exempt from historic preservation reporting requirements. Further Board approval is required to discontinue any service, and there are no plans to dispose of or alter properties subject to Board jurisdiction that are fifty years old or older.

Caption Summary: 49 C.F.R.1150.32 (a)

A caption summary in appropriate form is attached as Exhibit G to this Notice

Respectfully Submitted,

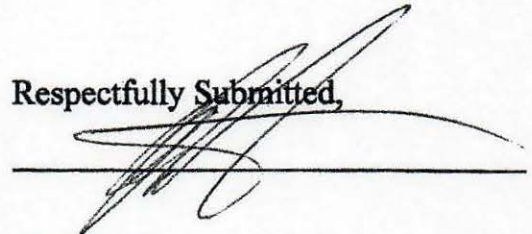
/s/ John K. Fiorilla
Dyer & Peterson PC
605 Main Street Suite 104
Riverton, N.J. 08077-1440
(609) 792-6851

Verification

A verification of the facts in this notice is attached to this Notice.

Dated: October 2, 2024

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'William Gambardella', is written over a horizontal line.

William Gambardella
Member
Cedar Hills Rail, LLC
Applicant

John K. Fiorilla
Dyer & Peterson, PC
605 Main Street, Suite 104
Riverton, N.J. 08077-1440
609-792-6851
Jfiorilla@dyerpetererson.com
Attorney for Applicant

TO ALL PEOPLE WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that CONSOLIDATED RAIL CORPORATION, a corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, for the consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, received to its full satisfaction of CELAVON CORPORATION, a corporation of the State of Connecticut, having a mailing address of P.O. Box 248, 234 Universal Drive, North Haven, Connecticut 06473, hereinafter referred to as the Grantee, DOES HEREBY REMISE, RELEASE AND QUITCLAIM unto the said Grantee, the successors and assigns of the said Grantee forever, all the right, title, interest, claim and demand whatsoever as the said Grantor has or ought to have in and to the following described premises:

ALL THAT CERTAIN tract or parcel of land, situate in Grantor's Cedar Hill Yard, situate partly in North Haven and partly in New Haven, Connecticut and generally described in Exhibit "A".

UNDER and SUBJECT, however, to (1) any streams, rivers and creeks passing under, across or through the premises herein described, (2) subject to a lease by and between Consolidated Rail Corporation and Chuck & Eddie Scrap Dealers, Inc., dated August 9, 1982, (3) easements, rights, agreements, covenants and restrictions; to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same; to all laws and ordinances, including but not limited to zoning or subdivision; and to any state of facts that an accurate survey or a prudent inspection of the Premises would disclose.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective personal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Connecticut now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the land hereinbefore described and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be

caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the natural sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water therefrom, upon or into the land hereinbefore described, or upon, under, or into anything which may be erected or placed thereon.

(3) Grantor shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described, and Grantee waives all right to ask for, demand, recover or receive any relief or compensation for any damage that may be caused by the sliding, shifting, or movement of any part of the slope or embankment supporting the surface of the land hereinbefore described. Grantee shall use due diligence to prevent the drainage or seepage of water, snow or ice, or anything whatever, from the land hereinbefore described onto, under or upon the remaining lands of Grantor. Grantor shall not undertake any action to alter or change the existing lateral support, expressly providing that Grantor has the right to maintain, renew and repair its existing operating right of way.

(4) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing. Provided, however, that the grade of the Shore Line High Grade Inbound Track may not be changed in such a way as to reduce the clearance under the bridge where the second access easement from the southern end of the premises crosses under said track.

(5) Except as otherwise specifically stated herein, no right or means of ingress, egress or passageway to or from the land hereinbefore described is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee such means of ingress, egress or passageway.

(6) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the land hereinbefore described and to any buildings or improvements now or hereafter erected thereon, and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof. It being understood and agreed that derailments and spills or discharges of materials unto Premises from Grantor's adjacent property are not normal.

(7) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(8) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to,

arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the land hereinbefore described, from and after the date of delivery of this deed.

(9) That the tracks and its appurtenances located on the property described in Exhibit "A" hereof shall remain the property of the said Grantor and that the said Grantee agrees that Grantee, at its sole cost and expense and within 180 days after closing and recordation of this Instrument, shall remove the railroad tracks and its appurtenances and stack same in an orderly fashion on Grantor's property at a location as designated by Grantor and Grantee shall advise Grantor in writing that said tracks have been removed and are ready for pickup; and further Grantee may prior to the expiration of said 180 day period may purchase the tracks located on the property as described in Exhibit "A" at a price as established by Grantor's Assets Disposition Department and then in that event Grantor shall give Grantee a Bill of Sale for said tracks and appurtenances and this covenant and agreement shall become void.

(10) That Grantee shall obtain, at its sole cost and expense, a metes and bounds survey and description for the property described in Exhibit "A" as well as for the easements as hereinafter provided, and upon Grantor's approval of the survey and description Grantor will give Grantee a corrective deed for the property and easements as herein provided.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Grantee, the successors and assigns of the said Grantee forever, so that neither the Grantor nor its successors nor any other person under it or them shall hereafter have any claim, right, or title in or to the premises or any part thereof, but therefrom it is and they are by these presents, forever barred and excluded, UNDER and SUBJECT as aforesaid.

AND the said Grantor for the aforesaid consideration does further grant unto the said Grantee a non-exclusive surface easement to pass and repass (in common with others to whom rights may be granted) on foot or in vehicles upon and over the surface of that certain strip or parcel of land, situate in the Town of North Haven, Connecticut and shown on a map entitled "Resubdivision Plan, Exit 9 Industrial Center, North Haven, Connecticut, Herbert H. Pearce and Donald B. Lippincott, Developers and Owners", dated January 3, 1983 and revised July 12, 1983 by TPA Services, New Haven, Connecticut and described as follows:

BEGINNING at a point, said point being located on the southwesterly line of Universal Drive and said point being the northwesterly corner of Lot #1; thence running South $50^{\circ} 54' 24''$ West, 4.10 feet, along the westerly line of Lot #1; thence running southwesterly along a curved line, concave to the southeast, having a radius of 444.16 feet and a central angle of $37^{\circ} 56' 54''$, 294.18 feet, along said westerly line of Lot #1; thence running North $77^{\circ} 02' 30''$ West, 10.00 feet, along said westerly line of Lot #1; thence running South $12^{\circ} 57' 30''$ West, 598.48 feet, along said westerly line of Lot #1; thence running southerly along a curved line, concave to the east, having a radius of 506.00 feet and a central angle of $21^{\circ} 25' 32''$, 189.22 feet, along said westerly line of Lot #1; thence running South $8^{\circ} 28' 02''$ East, 630.01 feet, along said westerly line of Lot #1; thence running southerly again along a curved line, concave to the west, having a radius of 566.00 feet and a central angle of $36^{\circ} 17' 10''$, 358.46 feet, along said westerly line of Lot #1 to property belonging now or formerly to the Consolidated Rail Corporation; thence running North $58^{\circ} 24' 57''$ West, 76.46 feet,

along said line of Consolidated Rail Corporation; thence running northerly along a curved line, concave to the west, having a radius of 496.00 feet and a central angle of $34^{\circ} 16' 07''$, 296.66 feet, along other land of Herbert H. Pearce and Donald B. Lippincott; thence running North $8^{\circ} 28' 02''$ West, 630.01 feet, along said other land of Pearce and Lippincott; thence running northerly along a curved line, concave to the east, having a radius of 576.00 feet and a central angle of $21^{\circ} 25' 32''$, 215.39 feet, along said other land of Pearce and Lippincott; thence running North $12^{\circ} 57' 30''$ East, 506.40 feet, along said other land of Pearce and Lippincott; thence continuing North $12^{\circ} 57' 30''$ East, 92.08 feet, along the easterly line of Lot #2; thence continuing North $12^{\circ} 57' 30''$ East, 157.12 feet, along said easterly line of Lot #2; thence running North $12^{\circ} 57' 30''$ East, 457.03 feet, along the easterly line of Lot #3 to the southerly line of Universal Drive; thence running southeasterly along a curved line, concave to the northeast, having a radius of 566.98 feet, and a central angle of $09^{\circ} 09' 24''$, 90.61 feet, along said southerly line of Universal Drive; thence continuing southeasterly along a curved line, concave to the northeast, having a radius of 566.98 feet and a central angle of $26^{\circ} 56' 34''$, 266.62 feet, along the southerly line of Universal Drive; thence running South $46^{\circ} 36' 55''$ West, 74.51 feet, along the southerly line of Universal Drive to point and place of Beginning.

CONTAINING 4.35 acres, more or less.

SUBJECT, however, to an easement to Lot #2 in the northwesterly portion being more particularly bounded and described as follows:

BEGINNING at a point, said point being the northwesterly corner of the parcel first herein described; thence running southeasterly along a curved line, concave to the northeast, having a radius of 566.98 feet and a central angle of $09^{\circ} 09' 24''$, 90.61 feet, along the southerly line of Universal Drive; thence running South $21^{\circ} 39' 59''$ West, 250.99 feet, across the parcel first herein described; thence running North $12^{\circ} 57' 30''$ West, 330.25 feet, along the easterly line of Lot #3 to point and place of Beginning; and further

AND the said Grantor for the aforesaid consideration does further grant unto the said Grantee a non-exclusive easement with the right to construct, repair, improve, pave and maintain the easement and the right to install utilities to pass and repass (in common with others to whom rights may be granted) on foot or in vehicles upon and over the surface of that certain strip or parcel of land, situate in the City of New Haven, Connecticut and generally shown by "ET" on the plan attached hereto as Exhibit "B".

THE easements herein granted are subject to any facilities which may be located on the land hereinbefore described; and the Grantor reserves for itself and its successors and assigns, the right to use said land or any part or parts thereof for any purposes which are not inconsistent with or which do not interfere with or impair the rights herein granted.

AS a further consideration for the easements herein granted and by the acceptance of this instrument, the Grantee herein hereby covenants and agrees with the Grantor herein that:

(a) all costs and expenses in connection with Grantee's use of said easement areas shall be borne solely by the Grantee;

(b) the said Grantee covenants and agrees that it will at all times indemnify, protect and save harmless the said Grantor from and against all cost or expense resulting from any and all

losses, damages, detriments, suits, claims, demands, costs and charges which it may directly or indirectly suffer, sustain or be subjected to by reason or on account of Grantee's use of said easement areas, whether such losses or damages be suffered or sustained by the Grantor directly or by its employees, patrons, licensees and agents, or be suffered or sustained by other persons or corporations, including the Grantee, its employees, licensees, or agents who may seek to hold the Grantor liable therefor, and whether attributable to the fault, failure or negligence of the Grantor or otherwise;

(c) that the second easement area is general in description with the access right of way to be subject to Grantor's Chief Engineer's written approval which approval shall not be unreasonably withheld and Grantee as further consideration herein and at its sole cost and expense shall install or arrange to have installed the necessary crossings and gates and related mechanisms as may be required by Grantor's Chief Engineer-Design and Construction; prior to Grantee's use of this easement area, Grantee shall have first obtained written permission of Grantor's Chief Engineer-Design and Construction to use this easement area. There is an intervening Amtrak ownership between Middletown Avenue and Grantor's ownership. Grantor hereby conveys whatever right, title and interest, if any, Grantor has in said intervening Amtrak ownership.

TO HAVE AND TO HOLD the easement areas herein described unto the Grantee, its successors and assigns for the uses and purposes aforesaid, UNDER and SUBJECT as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires, and whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this

LEER 3644 149

Instrument to be executed by John F. Jaeger, its Assistant Vice President-Real Estate, hereto duly authorized, and its corporate seal to be hereunto affixed this 26TH day of MARCH, 1987.

Signed, sealed and delivered
in the presence of:

CONSOLIDATED RAIL CORPORATION
By:

Amy T. Basilio

John F. Jaeger
John F. Jaeger, Assistant
Vice President-Real Estate

Attest:

L. McManis

[Signature]
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

: SS

Phila., Pa. Mar. 26, 1987

Personally appeared John F. Jaeger, Assistant Vice President-Real Estate of CONSOLIDATED RAIL CORPORATION, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said Company, before me.

Joseph L. Keeley
Notary Public

JOSEPH L. KEELEY
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires February 3, 1990

THIS INSTRUMENT PREPARED BY:

Francis C. Flynn
Consolidated Rail Corporation
Ninth Floor, 1528 Walnut Street
Philadelphia, PA 19102

:nl

LRER 3644 E 150

CASE NO. 68644

EXHIBIT "A"

DEED TO

CELAVON CORPORATION

Hartford Line (Line Code 4217)
Town of North Haven, Connecticut

ALL THAT PORTION of Grantor's Parcel No. 4217-1-3 adjacent and contiguous to the Hartford Line, identified as Line Code 4217 in the records of the United States Railway Association and further identified in the Town Clerk's Office of the City of New Haven, Connecticut in Volume 303 at page 510&c and in Volume 303 at page 1022; and

SITUATE in the Town of North Haven, Connecticut; and

BEGINNING at the New Haven and North Haven dividing line; and thence extending from said dividing line through the Town of North Haven in a general northeasterly direction to the ENDING on the 8th line, being North 58° 24' 57" West, as identified in an access easement dated August 18, 1983 between Herbert H. Pearce and Donald B. Lippincott and Grantor, as recorded in the North Haven Town Clerk's Office in Volume 327 at page 1117, and being the property as indicated by "PS" and hatched line on Grantor's Case Plan No. 68644, which is attached hereto and made a part hereof.

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-38, dated March 30, 1976 and recorded on October 3, 1978, in the Town Clerk's Office of North Haven, Connecticut, in Volume 303 at page 510&c., granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

LIBER 3644 52151

CASE NO. 68644

EXHIBIT "A"

DEED TO

CELAVON CORPORATION

Hartford Line (Line Code 4217)
City of New Haven, Connecticut

ALL THAT PORTION of Grantor's Parcel No. 4217-1-3 adjacent and contiguous to the Hartford Line, identified as Line Code 4217 in the records of the United States Railway Association and further identified in the Town Clerk's Office of New Haven, Connecticut in Volume 2737 at page 168&c and in Volume 2741 at page 106&c; and

SITUATE in the City of New Haven, Connecticut; and

BEGINNING at the New Haven and North Haven dividing line; and thence extending from said dividing line and through the City of New Haven in a general southwesterly direction 2,200 feet, more or less, to the ENDING and being the property as indicated by "PS" and hatched lines on Grantor's Case Plan No. 68644, which is attached hereto and made a part hereof.

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-34, dated March 30, 1976 and recorded on October 3, 1978 in the Town Clerk's Office of New Haven, Connecticut, in Volume 2737 at page 168&c., granted and conveyed the aforesaid property unto Consolidated Rail Corporation.



Record & Return to:

Receipt # 216278



Instr # 2024-03241
Local Tax \$ 2202.75
State Tax \$3304.13

VOL 10674PG 172

04/29/2024 02:54:58 PM

4 Pages

WARRANTY

Michael B. Smart City Clerk

SPECIAL WARRANTY DEED

CELAVON CORPORATION aka **CELAVON CORP.**, a Connecticut corporation, having an address of 16 Lunar Drive, Woodbridge, CT 06525 (hereinafter referred to as "**Grantor**"), for the consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid by **AB ECO PARK LLC**, a Connecticut limited liability company having an address of 60 Washington Avenue, Suite 104, Hamden, CT 06518 (hereinafter referred to as "**Grantee**"), does convey and sell unto the said Grantee, and its successors and assigns forever any and all of Grantor's right, title and interest in and to:

All that certain piece or parcel of land with the buildings and improvements thereon, situated in the City of New Haven, Connecticut, and more particularly described in Schedule A attached hereto and made a part hereof (the "**Premises**") together with the right, title and interest of the Grantor, if any, in any appurtenances belonging or appertaining thereto and/or encumbering or affecting the Premises.

The Grantee hereby assumes and agrees to pay any and all taxes due to the City of New Haven, Connecticut on the Grand List of October 1, 2022 and all other taxes, municipal assessments, water charges, sewer use charges and all other assessments, charges and impositions due and payable after the date hereof in connection with the Premises as part consideration for this deed.

The Premises, including any and all improvements therein, are conveyed in its "AS IS CONDITION WITH ALL FAULTS" WITHOUT ANY RECOURSE WHATSOEVER TO GRANTOR subject to: facts disclosed by personal inspection of the Premises, facts and matters that would be disclosed by an accurate survey, public law, leases, licenses, occupancy agreements, licensees, restrictions, covenants, declarations, conditions, rights, easements, encumbrances, encroachments and other matters as of record may appear as well as all matters set forth on Schedule B attached hereto and made a part hereof building and building line restrictions, and ordinances and regulations of the City of New Haven, Connecticut.

AND FURTHERMORE, Grantor does by these presents bind itself and its successors forever to WARRANT AND DEFEND the above granted and bargained Premises to Grantee, its successors and assigns, against the claims of all person by owning or claiming through or under Grantor, but not otherwise and further provided that this conveyance and warranty of Grantor herein contained are subject to the Permitted Encumbrances including but not limited to these matters set forth on Schedule B hereto.

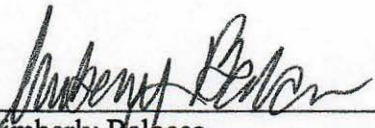
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Grantor has executed this instrument this 26th day of April, 2024.

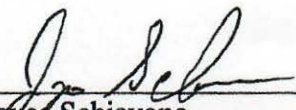
Signed and Delivered
in the presence of:

GRANTOR:

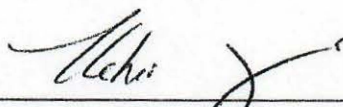
**CELAVON CORPORATION aka
CELAVON CORP.**



Kimberly Balocca

By: 

Joyce Schiavone
Its: President



S/ KOHEI YAMAGUCHI

STATE OF CONNECTICUT

:

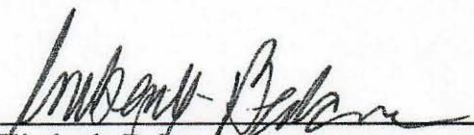
ss: NEW HAVEN

COUNTY OF NEW HAVEN

:

On this the 26th day of April, 2024, before me, the undersigned officer, personally appeared Joyce Schiavone, President of Celavon Corporation aka Celavon Corp. known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.



Kimberly Balocca
Notary Public
Commission expires: 7/31/26

SCHEDULE A

LEGAL DESCRIPTION

Middletown Avenue, New Haven, CT:

Hartford Line (Line Code 4217)
City of New Haven, Connecticut

ALL THAT PORTION of Parcel No. 4217-1-3 adjacent and contiguous to the Hartford Line, identified as Line Code 4217 in the records of the United States Railway Association and further identified in the Town Clerk's Office of New Haven, Connecticut in Volume 2737 at Page 168 and in Volume 2741 at page 106; and

SITUATED in the City of New Haven, Connecticut; and

BEGINNING at the New Haven and North Haven dividing line; and then extending from said dividing line and through the City of New Haven in a general southwesterly direction 2,200 feet, more or less, to the ENDING and being the property as indicated by "PS" and hatched lines on Case Plan No. 68644, which Case Plan No. 68644 is recorded in the City of New Haven Land Records at Volume 3644, Pages 152-156 as part of a Deed from Consolidated Rail Corporation to Celavon Corporation, dated March 26, 1987 and recorded at Volume 3644, Page 144 of said Land Records.

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-34, dated March 30, 1976 and recorded on October 3, 1978 in the Town Clerk's Office of New Haven, Connecticut, in Volume 2737 at page 168, granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

Reference may be made to Map No. J-576-C 1 of 3, 2 of 3 and 3 of 3 on file in the North Haven Town Clerk's Office.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

1. Real Estate Taxes to the Town of New Haven on the List of October 1, 2022, and thereafter.
2. Sewer and water use charges as may be due and payable.
3. Terms, conditions, easements, reservations, agreements, covenants and conditions set forth in deed dated March 30, 1976 and recorded October 3, 1978 in Volume 2737 at Page 168 of the New Haven Land Records.
4. Terms, conditions, easements, reservations, agreements, covenants and conditions set forth in deed dated March 30, 1976 and recorded October 20, 1978 in Volume 2741 at Page 76 of the New Haven Land Records.
5. Terms, conditions, easements, reservations, agreements, covenants and conditions set forth in deed dated April 1, 1976 and recorded October 20, 1978 in Volume 2741 at Page 106 of the New Haven Land Records.
6. Agreement by and between Superior Landfill Management Company, Inc., Celavon, Inc. and Consolidated Rail Corporation dated June 16, 1994 and recorded June 30, 1994 in Volume 4752 at Page 338 of the New Haven Land Records.
7. Rights of others in and to the Quinnipiac River and any other watercourse situated upon or crossing the premises.



Doc ID: 002484750005 Type: LAN
Book 1081 Page 473 - 477
File# 202400000921

Record & Return to:

GCAH PC
60 Washington Avenue
Hamden, CT 06518

SPECIAL WARRANTY DEED

CELAVON CORPORATION aka **CELAVON CORP.**, a Connecticut corporation, having an address of 16 Lunar Drive, Woodbridge, CT 06525 (hereinafter referred to as "**Grantor**"), for the consideration of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid by **AB ECO PARK LLC**, a Connecticut limited liability company having an address of 60 Washington Avenue, Suite 104, Hamden, CT 06518 (hereinafter referred to as "**Grantee**"), does convey and sell unto the said Grantee, and its successors and assigns forever any and all of Grantor's right, title and interest in and to:

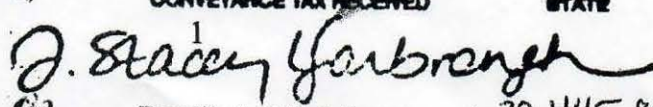
All that certain piece or parcel of land with the buildings and improvements thereon, situated in the Town of North Haven, Connecticut, and more particularly described in Schedule A attached hereto and made a part hereof (the "**Premises**") together with the right, title and interest of the Grantor, if any, in any appurtenances belonging or appertaining thereto and/or encumbering or affecting the Premises.

The Grantee hereby assumes and agrees to pay any and all taxes due to the Town of North Haven, Connecticut on the Grand List of October 1, 2022 and all other taxes, municipal assessments, water charges, sewer use charges and all other assessments, charges and impositions due and payable after the date hereof in connection with the Premises as part consideration for this deed.

The Premises, including any and all improvements therein, are conveyed in its "AS IS CONDITION WITH ALL FAULTS" WITHOUT ANY RECOURSE WHATSOEVER TO GRANTOR subject to: facts disclosed by personal inspection of the Premises, facts and matters that would be disclosed by an accurate survey, public law, leases, licenses, occupancy agreements, licensees, restrictions, covenants, declarations, conditions, rights, easements, encumbrances, encroachments and other matters as of record may appear as well as all matters set forth on Schedule B attached hereto and made a part hereof building and building line restrictions, and ordinances and regulations of the Town of North Haven, Connecticut.

AND FURTHERMORE, Grantor does by these presents bind itself and its successors forever to WARRANT AND DEFEND the above granted and bargained Premises to Grantee, its successors and assigns, against the claims of all person by owning or claiming through or under Grantor, but not otherwise and further provided that this conveyance and warranty of Grantor herein contained are subject to the Permitted Encumbrances including but not limited to these matters set forth on Schedule B hereto.

SIGNATURE PAGE TO FOLLOW

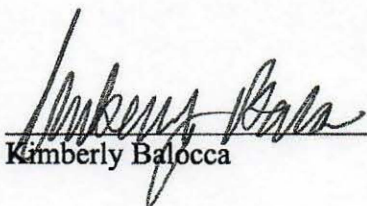
TOWN	CONVEYANCE TAX RECEIVED	STATE
		
10,148.02	Town Clerk of North Haven	\$ 30,445.88

IN WITNESS WHEREOF, the Grantor has executed this instrument this 26th day of April, 2024.

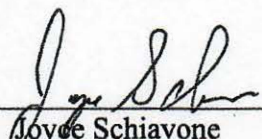
Signed and Delivered
in the presence of:

GRANTOR:

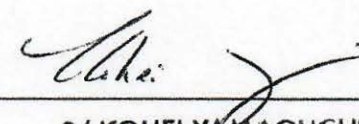
**CELAVON CORPORATION aka
CELAVON CORP.**



Kimberly Balocca

By: 

Joyce Schiavone
Its: President



S/ KOHEI YAMAGUCHI

STATE OF CONNECTICUT

:

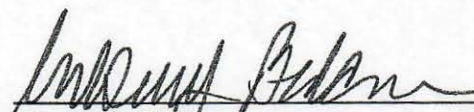
ss: NEW HAVEN

COUNTY OF NEW HAVEN

:

On this the 26th day of April, 2024, before me, the undersigned officer, personally appeared Joyce Schiavone, President of Celavon Corporation aka Celavon Corp. known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.



Kimberly Balocca
Notary Public
Commission expires: 7/31/26

SCHEDULE A

LEGAL DESCRIPTION

250 Universal Drive, North Haven, CT:

Hartford Line (Line Code 4217)
Town of North Haven, Connecticut

ALL THAT PORTION of Parcel No. 4217-1-3 adjacent and contiguous to the Hartford Line, identified as Line Code 4217 in the records of the United States Railway Association and further identified in the Town Clerk's Office of the Town of North Haven, Connecticut in Volume 303 at page 510 and in Volume 303 at Page 1022; and

SITUATE in the Town of North Haven, Connecticut; and

BEGINNING at the New Haven and North Haven dividing line; and thence extending from said dividing line through the Town of North Haven in a general northeasterly direction to the ENDING on the 8th line, being North 58 degrees 24' 57" West, as identified in an access easement dated August 18, 1983 between Herbert H. Pearce and Donald B. Lippincott and Grantor, as recorded in the North Haven Town Clerk's Office in Volume 327 at page 1117, and being the property as indicated by "PS" and hatched line on Case Plan No. 68644, which Case Plan No. 68644 is recorded in the Town of North Haven Land Records at Volume 365, Pages 950-954 as part of a Deed from Consolidated Rail Corporation to Celavon Corporation, dated March 26, 1987 and recorded at Volume 365, Page 942 of said Land Records.

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-38, dated March 30, 1976 and recorded on October 3, 1978, in the Town Clerk's Office of North Haven, Connecticut, in Volume 303 at Page 510, granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

Together with the effect of an Access Easement dated August 18, 1983 and recorded in Volume 327 at Page 1117 of the North Haven Land Records.

Reference may be made to Map No. J-576-C 1 of 3, 2 of 3 and 3 of 3 on file in the North Haven Town Clerk's Office.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

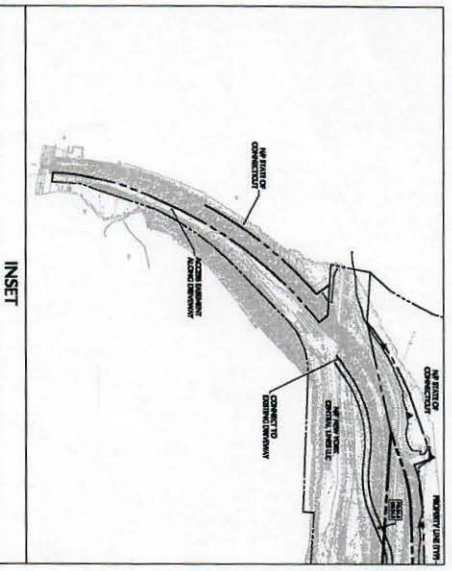
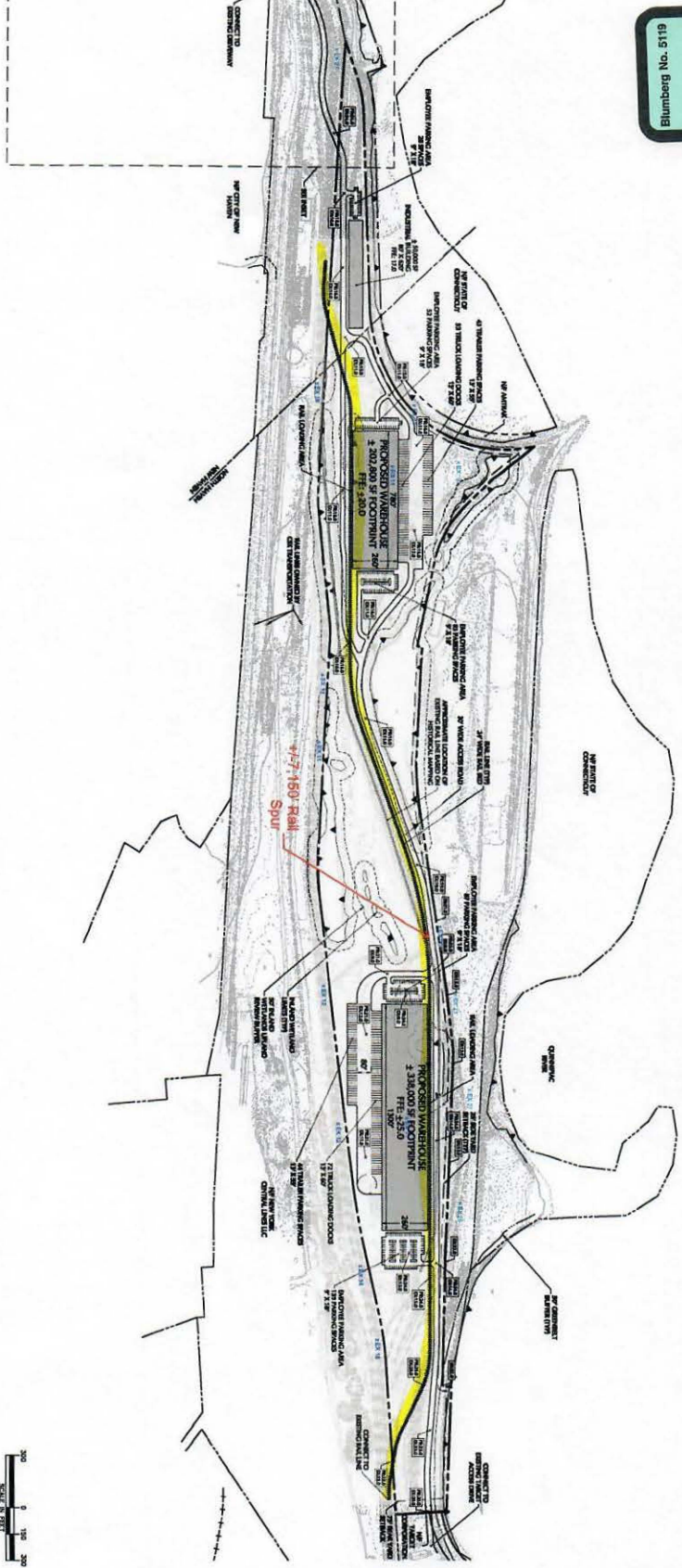
1. Real Estate Taxes to the Town of North Haven on the List of October 1, 2022, and thereafter.
2. Sewer and water use charges as may be due and payable.
3. Terms, conditions, easements, obligations and restrictions set forth and referenced in deeds recorded in Volume 365 at Page 942 of the North Haven Land Records.
4. Notes, easements and conditions on Map Nos. J-576-C (1 of 3, 2 of 3 and 3 of 3), I-1022C, I1060C (1, 2, 3 and 4), I1098C (1, 2, 3 and 4) and I-1211C (1, 2, 3, and 4).
5. Terms, conditions, easements, reservations, agreements, covenants and conditions set forth in deed dated March 30, 1976 and recorded October 3, 1978 in Volume 303 at Page 510 of the North Haven Land Records.
6. Terms, conditions, easements, reservations, agreements, covenants and conditions set forth in deed dated March 30, 1976 and recorded October 23, 1978 in Volume 303 at Page 953 of the North Haven Land Records.
7. Terms, conditions, easements, reservations, agreements, covenants and conditions set forth in deed dated April 1, 1976 and recorded October 23, 1978 in Volume 303 at Page 1022 of the North Haven Land Records.
8. Easement to New Haven Water Company dated July 22, 1981 and recorded August 17, 1981 in Volume 317 at Page 949 of the North Haven Land Records.
9. Easement to Algonquin Gas Transmission Company dated July 20, 1981 and recorded January 29, 1982 in Volume 319 at Page 865 of the North Haven Land Records.
10. Rights of others in and to the access easement dated August 18, 1983 and recorded August 25, 1983 in Volume 327 at Page 1117 of the North Haven Land Records. Note: Survey cited is not of record. Refer to I-1060C (1-4); I-1098C (1-4) and I1211C (1-4).
11. Easement dated August 18, 1983 and recorded August 25, 1983 in Volume 327 at Page 1124 of the North Haven Land Records. Note: Survey cited is not of record. Refer to I-1060C (1-4); I-1098C (1-4) and I1211C (1-4).
12. Order issued by State of Connecticut, Department of Environmental Protection dated August 31, 1988 and recorded September 27, 1988 in Volume 386 at Page 474 of the North Haven Land Records.

13. Order issued by State of Connecticut, Department of Environmental Protection dated August 31, 1988 and recorded September 27, 1988 in Volume 386 at Page 477 of the North Haven Land Records.
14. Order issued by State of Connecticut, Department of Environmental Protection dated August 31, 1988 and recorded September 27, 1988 in Volume 386 at Page 480 of the North Haven Land Records.
15. Order issued by State of Connecticut, Department of Environmental Protection dated November 25, 1988 and recorded December 7, 1988 in Volume 388 at Page 969 of the North Haven Land Records.
16. Agreement by and between Superior Landfill Management Company, Inc., Celavon, Inc. and Consolidated Rail Corporation dated June 16, 1994 and recorded June 30, 1994 in Volume 469 at Page 502 of the North Haven Land Records.
17. Easement to The Southern New England Telephone Company dated November 5, 1969 and recorded December 3, 1969 in Volume 249 at Page 254 of the North Haven Land Records.
18. Rights of others in and to the Quinnipiac River and any other watercourse situated upon or crossing the premises.

Received for Record at North Haven, Ct
On 04/30/2024 At 8:56:30 am

D. Stacey Farbrange

PARKING CHART			
NORTH HAVEN		NORTH HAVEN	
PROPOSED PARKING	341 SPACES	PROPOSED PARKING	28 SPACES
REQUIRED PARKING (WAREHOUSES, 1 BAY/CT/200 SF)	341 SPACES	REQUIRED PARKING (WOLFEHART, 1 BAY/CT/200 SF)	710
REQUIRED PARKING (DISTRIBUTION, 1 BAY/CT/200 SF)	341 SPACES		



LANGAN

Langen, C.T., Inc.
505 Long View Ct
New Haven, CT 06511
P: 203.769.8442 www.langan.com

Project: T-2015-04-0771

ECOPARK

NEW LANE & NORTH HAVEN, CONNECTICUT

Project Title: CONCEPT PLAN

Project No: 140253101

Client: 140253101

Drawn By: 04/05/2014

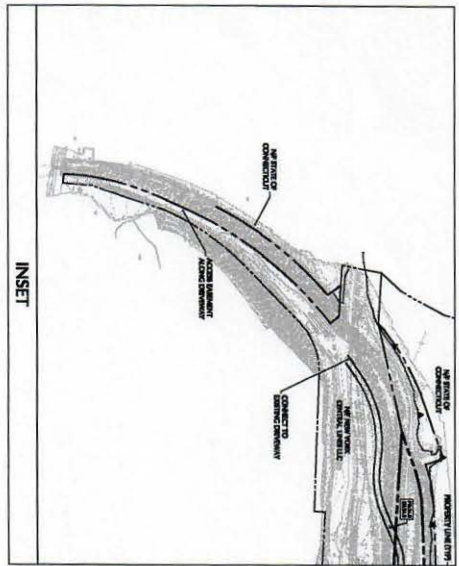
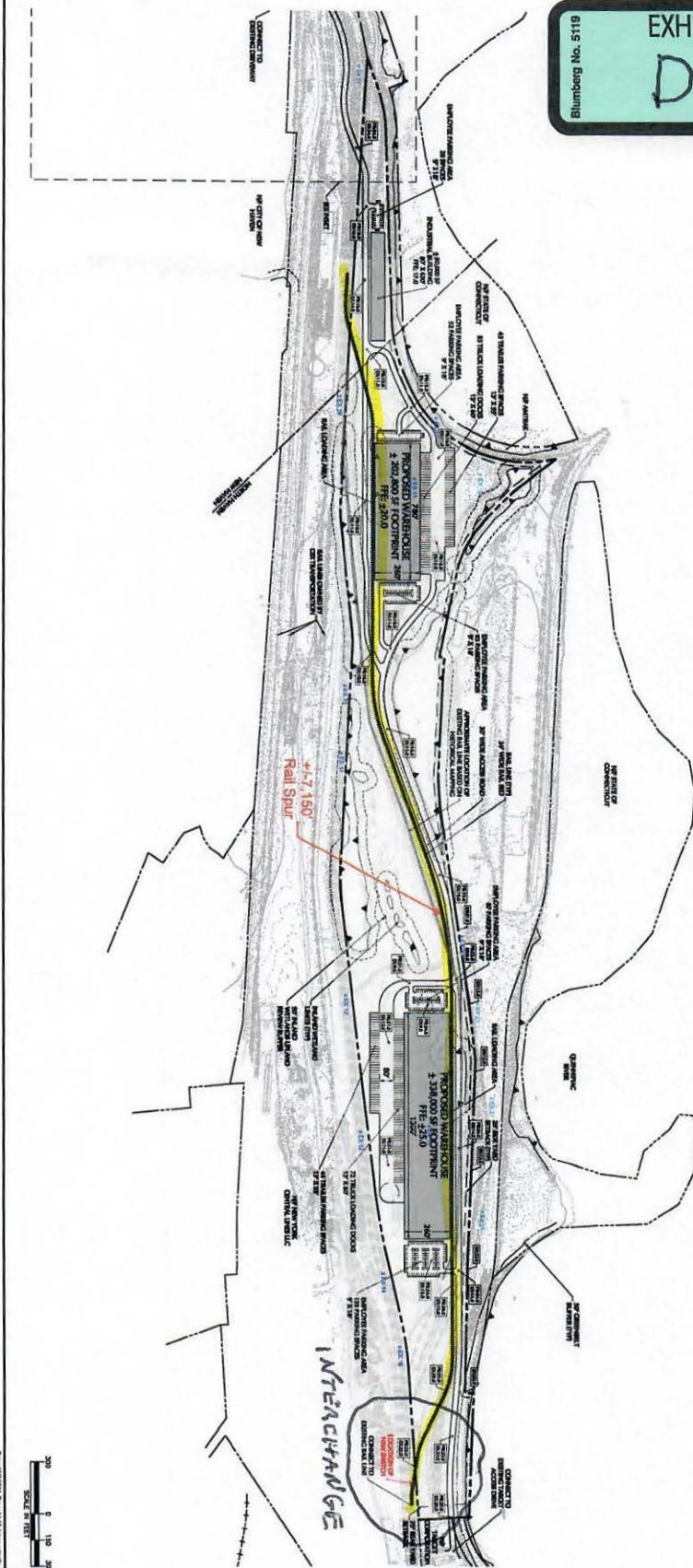
Checked By: 04/05/2014

CP101

Date	Description	No.
	Revisions	

PARKING CHART			
NORTH HAVEN		NEW HAVEN	
PROPOSED PARKING	341 SPACES	PROPOSED PARKING	29 SPACES
EXISTING PARKING	341 SPACES	EXISTING PARKING	341 SPACES
EXISTING PARKING	1 SPACES	EXISTING PARKING	1 SPACES
EXISTING PARKING	1 SPACES	EXISTING PARKING	1 SPACES

EXHIBIT
D



Date		Description		Rev.	
Revisions					
LANGAN Langan Engineering & Consulting, Inc. 300 Long Wharf Drive New Haven, CT 06511 Phone: 203.333.3333 www.langan.com					
ECOPARK NEW HAVEN & NORTH HAVEN CONNECTION					
CONCEPT PLAN					
Project No.		Drawing No.			
140253301		CP101			
Drawn By		Checked By			
JAM		JAM			



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 200 ft



41°20'52.3"N 72°52'20.9"W

41.347864, -72.872461



Directions



Save



Nearby



Send to
phone



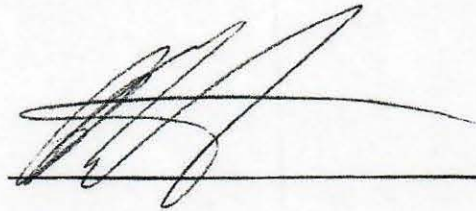
Share



84XH+42V North Haven, Connecticut

EXHIBIT F
VERIFICATION AND CERTIFICATION

I, William Gambardella Member of the Applicant, hereby certifies that I have read the foregoing Notice of Exemption and am knowledgeable of facts stated therein, and that the same are true as stated to the best of my knowledge. I am aware that if any of the foregoing statements are willfully false, that I am subject to punishment.

A handwritten signature in black ink, appearing to be 'William Gambardella', written over a horizontal line.

October 2, 2024

William Gambardella

EXHIBIT G
CAPTION SUMMARY

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO
FD -36813

**CEDAR HILLS RAIL LLC- OPERATION EXEMPTION- TRACKS OF AB
ECO PARK LLC IN NEW HAVEN COUNTY, CONNECTICUT**

Pursuant to 49 C.F.R. § 1150, Subpart D, Cedar Hills Rail LLC (“CHR”) has filed a Verified Notice of Exemption for authority to operate as a Class III carrier over approximately 7150 feet of railroad track located in a 90-acre industrial site located in The Town of North Haven and the City of New Haven, Connecticut named EcoPark. The rail track covered by this Notice which does not have mileposts is formerly private track that has been a private track without rail service since at least 1987. Rail service to the facility ceased no later than 1987 when it was sold by Consolidated Rail Corporation to Celevon Corporation. Applicant CHR and its parent company AB Eco Park LLC (“AB Eco”) the owner of the facility which purchased it in 2024 desire for the existing track to be

rehabilitated and a switch replaced to enable the resumption of rail service to shippers which will locate on the site. CHR is acquiring the tracks by long term lease from its parent AB Eco. Based upon projected rail revenues, CHR expects to be a Class III rail carrier following consummation of the transaction proposed herein. CHR will retain the obligations to provide common carrier service but CHR expects to contract with another carrier to operate the track on its behalf. The identity of this operating carrier is not yet known. This operating carrier will request operating authority from the Board to operate for CHR.

Comments must be filed with the Board and served upon

John K. Fiorilla, Esq.
Dyer & Peterson PC
605 Main Street Suite 104
Riverton, N.J. 08077
(609) 792-6851
jfiorilla@dyerpeterperson.com

The Notice is filed under 49 C.F.R. § 1150.31. If the Notice contains false or misleading information the Exemption is void *ab initio*. Petitions to revoke the Exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.