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December 28, 2009

Hon. Mayor Mark D. Boughton
Hon. Members of the City Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Open Space Bond Acquisitions – Ives Trail
Easements on Land of The Lake Waubeeka Association, Inc., Assessor's Lot No. I21001

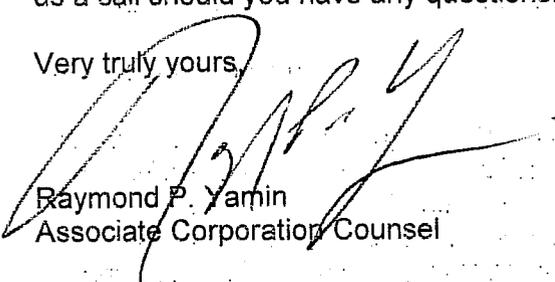
Dear Mayor and Council:

The attached resolution proposes to obtain your approval for the acquisition of easements in the above referenced land, consisting of approximately 7.14 acres and 2.86 +/- acres, respectively, pursuant to the Open Space Bond initiative of 2008. This land has been identified as suitable and desirable for the goals of the open space initiative, and the terms of acquisition have already been extensively negotiated with the Lake Waubeeka Association, Inc. and its membership. The 7.14 acre easement is in fact a portion of a larger parcel previously approved by the Council for acquisition, and it is merely a scaled-down substitute for the previously approved parcel. The easements totalling 2.86 acres are located elsewhere on property of the Lake Waubeeka Association, Inc. and necessary to the ultimate completion of the Ives Trail.

In light of the previous Council approval and advanced stage of negotiations with the property owner, it is my opinion that referral to an ad hoc committee might cause undue delay in this matter. Since we are dealing with a large association of property owners, it would be advantageous to finalize this acquisition while its membership is in agreement on the terms of same.

Thank you for your consideration in adopting the proposed resolution. Please feel free to give us a call should you have any questions.

Very truly yours,



Raymond P. Yamin
Associate Corporation Counsel

RPY:la
Enclosures

15-1



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2010

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the City of Danbury seeks to continue to preserve open space throughout the City, and to that end the citizens of Danbury approved an open space initiative and Open Space Bond Acquisition in 2008; and

WHEREAS, through the efforts of the Ives Trail Task Force and others, several properties along the western section of the proposed Ives Trail Greenway, more particularly described in the "Easement and Conservation Restriction" agreements attached hereto as Schedule A and Schedule B, respectively, have been found to be desirable for purposes of the open space initiative and for the Ives Trail Greenway; and

WHEREAS, by approval of the Council, authority will be granted to the City to execute and enter into said Easement and Conservation Restriction agreements with the owner of the properties described therein, on the terms set forth therein or on terms substantially similar thereto, after negotiations with the owner of said properties; and

WHEREAS, in connection with said Easement and Conservation Restriction agreements, it will be necessary for the City to appropriate \$49,980.00 for the cost of acquiring the Easement interests and agreements set forth in the instrument attached as Schedule A; the sum of \$20,020.00 for the cost of acquiring the Easement interests and agreements set forth in the instrument attached as Schedule B; and the sum of \$22,000.00 for implementation costs related to said agreements, including labor costs, materials, surveys, professional services and contingency costs, for a total appropriation of \$92,000.00;

NOW, THEREFORE, BE IT RESOLVED THAT the City at Danbury, through the Office of the Corporation Counsel, be and hereby is authorized to execute the Easement and Conservation Restriction agreements attached hereto as Schedule A and Schedule B, respectively, on the terms set forth therein or on terms substantially similar thereto, upon negotiation with the owner of the properties described therein, within six (6) months of approval hereof, in accordance with the procedures established by State law, either by negotiation or by eminent domain through the institution of suit against the interested property owners and holders of the mortgages encumbering the property, if any; and

BE IT FURTHER RESOLVED THAT the sum of \$92,000.00 shall be appropriated from the aforesaid Open Space Bond fund for the cost of acquiring said Easement agreements, and for implementation costs related thereto, including labor costs, materials, surveys, professional services and contingency costs.

SCHEDULE A

EASEMENT AND CONSERVATION RESTRICTION

THIS EASEMENT AND CONSERVATION RESTRICTION is entered into by the The Lake Waubeeka Association, Inc., a Connecticut corporation with an office at 137 Post Road, Danbury, CT 06810 ("Owner") and the City of Danbury, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, and having a principal place of business at City Hall, 155 Deer Hill Avenue, Danbury, CT 06810 ("Danbury"), acting herein by Mark D. Boughton, its Mayor, to provide a trail right of way and conservation restriction over the property described below.

WITNESSETH:

WHEREAS, the Ives Trail and Greenway is a regional based urban wilderness corridor geographically centered on the City of Danbury that passes through the City of Danbury, the Town of Ridgefield with extensions into the Towns of Bethel and Redding in the County of Fairfield and the State of Connecticut and has been recognized in contributing significant natural, cultural and historic qualities to the region including a thematic link between nature and the music of Charles Ives; and

WHEREAS, the City of Danbury, through Mayor Mark D. Boughton, has directed the integration of public open spaces with sections of private property on the Ives Trail and Greenway corridor to create a continuous linear walking path from open space areas in Ridgefield through Danbury to open space areas in Redding; and

WHEREAS, the Ives Trail Task Force, established by the directive of Mayor Mark D. Boughton to execute the creation of this walking path, has identified and mapped the geographic location that will be the basis of the urban wilderness corridor that constitutes the Ives Trail; and

WHEREAS, the geographic corridor identified by the Ives Trail Task Force passes over a private property currently owned by the Owner, being Danbury Tax Assessor's Lot #121001 and further depicted on Map No. 382 of the Danbury Land Records (the "Subject Property"), which geographic corridor (hereinafter referred to as the "Easement Corridor") is 100 feet wide and shown as "Ives Trail Easement Corridor 2.25 AC." on a certain map entitled, "Map Showing Proposed Easement Corridor & Conservation Area To Be Conveyed To The City of Danbury by Lake Waubeeka Association, Inc.", Scale 1" = 100', dated July 13, 2009, revised August 4, 2009, revised September 1, 2009, and further revised on September 17, 2009, prepared by Matthew E. Reynolds, L.S. No. 13286, which map is to be filed simultaneously herewith in the office of the Town Clerk of the City of Danbury (hereafter referred to as "Subject Property Map"), which would connect the Trail in Tarrywile Park in Danbury to Wooster Mountain State Park; and

WHEREAS, in addition to acquiring an easement in the aforesaid Easement Corridor, the City wishes to acquire and impose a conservation restriction on the parcel described as "Conservation Area 7.14 AC." on the Subject Property Map (the "Conservation Area"), which Conservation Area includes the Easement Corridor; and

WHEREAS, Danbury is qualified to be a holder of a conservation restriction pursuant to Connecticut General Statutes Sections 47-42a *et seq.*, and is qualified to accept "qualifying conservation interests" as described in Section 170 (h)(3) of the Internal Revenue Code; and

WHEREAS, Owner desires and intends to provide a right of way for the use of the public over and across the Easement Corridor and to permit the maintenance and improvement of the Ives Trail and Greenway by Danbury and to allow Danbury to use its best efforts to restrict other non-passive recreational uses including the use of all terrain vehicles ("ATV's"); and to impose the aforesaid conservation restriction on the Conservation Area; and

WHEREAS, The City of Danbury recognizes the significant contribution of the Owner and will provide environmental stewardship over the Easement Corridor consistent with sound environmental property management principles that will promote public benefit for the appreciation of the land through which the Ives Trail and Greenway passes;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Owner, and its successors and assigns, for the consideration of the sum of Forty-Nine Thousand Nine Hundred Eighty and No/100 (\$49,980.00) Dollars received to its full satisfaction from the City of Danbury, a municipal corporation, situated in the County of Fairfield, Connecticut ("Danbury") does hereby give, grant, bargain, sell and confirm unto Danbury the following rights, privileges and easements, in perpetuity, and upon the terms hereinafter set forth:

A. Easement to Danbury

1. Danbury shall have the right, privilege and easement to use for itself and the general public the Easement Corridor as a public open space area for use as a walking path in conjunction with open space areas in Ridgefield, Connecticut and Redding, Connecticut solely for pedestrian traffic including walking and hiking and for cross-country skiing over, through and across the Easement Corridor (the "Permitted Use").
2. In connection with its Easement for the Permitted Use, Danbury shall have the right and authority to use the Easement Corridor for the following purposes and activities (the "Permitted Activities"):
 - a. the right to construct a foot path and trail through the Easement Corridor and to develop, maintain and mark the trail in accordance with plans which shall be provided in advance to the Association, including any future alterations thereof.
 - b. the right to make minor topographical alterations and changes to the Easement Corridor in conjunction with performing Permitted Activities including determining the location of the walking, hiking and cross-country skiing trail within the Easement Corridor.
 - c. the right to regulate the use of the trail within the Easement Corridor including making the trail available for use by the general public in accordance with the terms of this Easement Agreement and further including restricting and limiting the use of the trail in accordance with regulations established by Danbury and applicable law.
 - d. the right to police the use of the trail by the public and others to assure that the trail is used only for the Permitted Use and the Permitted

Activities and to enforce the restrictions set forth in this Easement Agreement and any regulations Danbury may promulgate from time to time. Such policing and enforcement shall be by and at the sole expense of Danbury as otherwise described herein.

- e. the right to install, maintain and repair barriers or obstructions sufficient to inhibit access to the Easement Corridor by vehicles of any kind including motorized or mechanized vehicles such as motorcycles, bicycles, mountain bikes, ATVs and other motorized and non-motorized vehicles and to post signs setting forth the Permitted Uses and the restrictions against uses not permitted within the Easement Corridor. For the limited purpose of installing or removing any such barriers, Danbury shall have the right to access the Easement Corridor by vehicle after prior notification is made to Owner.
 - f. the right to make periodic inspections of the Easement Corridor to determine whether enforcement actions are necessary or repairs to the Easement Corridor are required.
3. In connection with the Permitted Use and the Permitted Activities, Danbury shall have the following obligations:
- a. the exclusive obligation to keep, maintain, repair and restore the Easement Corridor in a safe, clean and sanitary condition free of trash and debris and to maintain the Easement Corridor, in compliance with all applicable laws, regulations, ordinances and statutes, as well as the terms of this Easement Agreement, and to obtain and continue in full force and effect at all times such governmental permits and approvals as are required for the Permitted Use and the Permitted Activities.
 - b. the obligation to police the use of the trail by the public and others to assure that the trail is used only for the Permitted Use and the Permitted Activities and to enforce the restrictions set forth in this Easement Agreement and any regulations Danbury may promulgate from time to time. Notwithstanding the foregoing, Danbury's said obligations shall be satisfied by arranging for the Ives Trail Task Force, as agents of the City of Danbury (or any other body that Danbury may subsequently appoint in place of or in addition to the Ives Trail Task Force), to inspect the Easement Corridor not less than four times per year – said inspections to take place between March and October and being at 60-day intervals - and to report in writing any violations of the Permitted Use and Permitted Activities, or signs of unlawful incursions in the Easement Corridor, to the Danbury Police Department, with a copy of same to Owner. Such policing and enforcement shall be by and at the sole expense of Danbury.
 - c. the exclusive obligation to install, maintain and repair barriers or obstructions sufficient to inhibit access to the Easement Corridor by vehicles of any kind including motorized or mechanized vehicles such as motorcycles, bicycles, mountain bikes, ATVs and other motorized and non-motorized vehicles and to post signs setting forth the Permitted Uses and the restrictions against uses not permitted within the Easement

Corridor. Notwithstanding the foregoing, Danbury's said obligations shall be satisfied by installing the barrier described in paragraph B(3) and the signs described in paragraph B(4) hereinbelow.

B. Covenants of Danbury

Danbury covenants and agrees as follows:

1. No vehicles, mechanized, motorized or otherwise and no animals, including, without limitation, horses and the like (but excepting dogs on leashes, which shall be permitted), shall be permitted to use the Easement Corridor and Danbury shall take such measures as are reasonably necessary to inhibit such use of the Easement Corridor by same. The measures described in paragraphs B(3) and B(4) below shall be deemed reasonable measures to inhibit such use. Danbury shall have access for the Permitted Activities and to take necessary emergency measures in the event of an emergency involving risk of harm to persons or property.
2. Use of the Easement Corridor shall be restricted solely to pedestrian traffic for walking and hiking and for cross-country skiing by the general public under the supervision of and pursuant to regulations of Danbury.
3. Danbury shall install, maintain and repair, from time to time, a barrier of stone or tree logs at a location south of the intersection where the unpaved road (Terre Haute Extension) exits Tarrywile Park and enters the property listed under the ownership of Emiline Crofut. Said barrier shall be of sufficient height and breadth to block ATVs and other motorized and mechanized vehicles traffic and will be placed at a specific location that is determined by a task force of 4 individuals, two appointed by the Lake Waubeeka Association and two appointed by the City of Danbury.
4. Danbury shall place, maintain and repair, from time to time, signs every two hundred (200') feet along the Easement Corridor indicating the Permitted Uses and such prohibited uses including prohibition of vehicles, as Danbury shall reasonably determine.
5. Danbury is authorized and permitted to undertake the Permitted Activities for the development of the Easement Corridor as part of the Ives Trail and Greenway for the Permitted Uses.
6. In no event shall the Easement Corridor be used for anything except passive recreation as set forth in A (1)-A (4) above.
7. Subject to Danbury's Permitted use and Permitted Activities, Danbury's use and access to the Easement Corridor shall be subject to the provisions of the Conservation Easement of Owner hereinafter set forth, which Conservation Easement of Owner shall be binding upon Danbury.

C. Conservation Easement of Owner

As part of the consideration for this Easement Agreement, the Owner, on behalf of itself and its successors and assigns, hereby covenants as follows:

1. The following conservation restrictions shall restrict the use of the Conservation Area including the Easement Corridor (with the exception of the Permitted Use and the Permitted Activities in the Easement Corridor) and shall run with such land, in perpetuity and be binding upon the Owner and Danbury and its successors and assigns:
 - a. There will be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures;
 - b. There shall be no disturbance, manipulation or alteration of the natural watercourses, ponds, marshes, wetland or other water bodies located thereon (except to the extent necessary to control erosion or flooding, storm water mitigation, water soil conservation, or fish and wildlife habitat preservation) nor activities or uses detrimental to water quality, or the natural condition of the such land;
 - c. There shall be no removal, destruction or cutting of trees or plants, spraying with biocides, herbicides, or other agents inimical to plant, animal or insect life, or disturbance or change in the natural habitat without the prior consent of Owner;
 - d. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads;
 - e. There shall be no depositing, dumping or storage of ashes, trash, garbage, or other unsightly or offensive material and no changing of the topography through the placing of soil or other substance or material;
 - f. There shall be no operation or parking of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or similar types of motorized vehicles, or any other motorized or mechanized vehicles;
 - g. There shall be no hunting or trapping;
 - h. There shall be no construction, improvement, or upgrading of roads; and there shall be no activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, fish and wildlife or habitat preservation;
 - i. Any and all activities shall be limited to passive recreational activities.

Notwithstanding the foregoing restrictions and covenants to the contrary, nothing herein set forth shall limit, restrict or prohibit Danbury from using the Easement Corridor for the Permitted Use and the Permitted Activities as set forth in this Easement Agreement.

D. Rights Reserved By Owner

The Owner reserves for itself and its successors and assigns, in perpetuity, all rights as Owner of the Subject Property including the right to use the Conservation Area and Easement Corridor for all purposes not inconsistent with this grant and including, without limiting the generality of the foregoing, the following rights which are hereby expressly reserved to and for the Owner and its successors and assigns:

- 1. The right to continue to use the land within the Conservation Area and Easement Corridor for any uses or purposes which do not in any way interfere with the use thereof by Danbury in accordance with this Easement Agreement, including, without limiting the generality of the foregoing:

to cross and recross the Conservation Area and Easement Corridor for purposes of access to adjoining properties of the Owner and to such other work as is necessary and appropriate for the maintenance of the Owner's property adjacent to the Conservation Area and Easement Corridor, but which is not inconsistent with the purposes of this easement and conservation restriction. Owner hereby grants to Danbury the right to provide for public access to the Easement Corridor as identified on the Subject Property Map and the right for public use of the Easement Corridor as set forth herein.

- 2. The right to sell, give or otherwise convey the Subject Property or any part thereof, including the Conservation Area and/or Easement Corridor, provided such conveyance is subject to the terms of this Easement Agreement. However, the Owner shall notify Danbury as per E(3), below, of any pending or proposed conveyances of the Conservation Area and/or Easement Corridor.

E. General Provisions

The following provisions shall apply to the Conservation Area and Easement Corridor:

- 1. The conservation restriction set forth in C. above shall run with and burden the Conservation Area and Easement Corridor in perpetuity and shall be binding upon the Owner and its successors and assigns, and all persons claiming rights in the Conservation Area and Easement Corridor.
- 2. Owner and its successors and assigns agree to pay all real estate property taxes and assessments levied by competent authority on the Conservation Area and Easement Corridor.
- 3. All notices required to be given by this Easement Agreement shall be given by certified mail, return receipt requested, to the following addresses or such addresses as may hereafter be designated by the parties respectively in writing:

OWNER:
 THE LAKE WAUBEEKA ASSOCIATION, INC.
 c/o President of the Association
 137 Post Road
 Danbury, Connecticut 06810

DANBURY

Mayor of the City of Danbury

155 Deer Hill Avenue

Danbury, Connecticut 06810

Copy to: Corporation Counsel, City of Danbury

155 Deer Hill Avenue

Danbury, Connecticut 06810

Any such notice shall be effective as of three (3) days after the postmark date thereof.

4. This Easement Agreement and all the provisions hereof shall be binding upon the Owner and Danbury and their respective heirs, successors and assigns forever. The rights and obligations set forth in this Easement Agreement shall be enforceable by Danbury against the Owner and its successors and assigns forever and by the Owner against Danbury and its successors and assigns forever. There are not, and shall not be, any third party beneficiaries to this Easement Agreement, and no party may enforce the same except those hereinbefore mentioned.
5. Danbury shall defend, indemnify and hold harmless the Owner, its officers, directors, trustees, employees, and agents against all claims, liabilities, judgments, damages, penalties, litigation, demands, suits, actions, proceedings, costs, disbursements, and expenses (including, without limitation, reasonable attorney fees, court costs and expenses) of any kind or nature whatsoever for any and all matters arising from the construction, operation, maintenance, or use by the public or any employee, agent or contractor of Danbury, of the Easement Corridor; including costs and reasonable attorneys fees incurred to enforce this paragraph; except for claims arising out of the deliberate acts, omissions or negligence of the Owner, its officers, directors, employees, agents, guests, or any third party lessee or invitee of Owner; and except for claims or liability arising out of Owner's own use of the Easement Corridor.
6. Danbury shall name Owner as an additional insured on its general liability insurance policy with a minimum limit for bodily injury and property damage of initially Two Million Dollars (\$2,000,000), and further naming any lessee of the Owner's Subject Property or subsequent owner thereof (to be identified by the Owner or its successors and assigns) as an Additional Insured with respect to the use of the Easement Corridor. The current insurance policy shall be delivered to the Owner by Danbury simultaneously with the execution of this Easement Agreement. In addition, Owner shall have the right to request a review of this policy every five (5) years and upon said request, the City will revise the aforesaid minimum coverage to match the amount of liability coverage the City requires of third parties who rent or use City-owned recreational properties (currently \$2 million dollars); but in no event shall said minimum coverage be reduced below \$2 million dollars.
7. Owner represents that the granting of this Easement Agreement does not violate or breach any other covenant, agreement or lease. Danbury shall, at its own cost and expense, be responsible for obtaining any and all permits, site plan approvals, or other municipal, state or federal approvals with respect to the

construction or maintenance of the Ives Trail and Greenway within the Easement Corridor.

- 8. Should Owner receive any complaints or reports from its member homeowners alleging actual or possible violations of this Easement Agreement or other issues relevant to Danbury's obligations hereunder, such complaints or reports shall be forwarded by Owner to the Ives Trail Task Force ("ITTF") or any other body that Danbury may subsequently appoint and designate for such purpose in place of or in addition to the ITTF.

TO HAVE AND HOLD the above described Easement and Conservation Restriction, together with all singular appurtenances and privileges belonging or in any way pertaining therein, either in law or in equity, either in possession or expectancy, for the proper use, benefit and behalf of Danbury, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 20 .

Signed, Sealed and Delivered
In the presence of:

The Lake Waubeeka Association, Inc.

By:

R. William Heese
Its President
Owner/Grantor

City of Danbury

By:

Mark D. Boughton
Mayor
Grantee

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 20 , before me, the undersigned officer, personally appeared, R. William Heese, who acknowledged himself to be the President of The Lake Waubeeka Association, Inc., a corporation, and that he, as such President, being

authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission expires _____

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On this the day of , 20 , before me, the undersigned officer, personally appeared, Mark D. Boughton, who acknowledged himself to be Mayor of the City of Danbury, a municipal corporation, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In Witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission expires _____

SCHEDULE B

EASEMENT AND CONSERVATION RESTRICTION

THIS EASEMENT AND CONSERVATION RESTRICTION is entered into by the The Lake Waubeeka Association, Inc., a Connecticut corporation with an office at 137 Post Road, Danbury, CT 06810 ("Owner") and the City of Danbury, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, and having a principal place of business at City Hall, 155 Deer Hill Avenue, Danbury, CT 06810 ("Danbury"), acting herein by Mark D. Boughton, its Mayor, to provide a trail right of way and conservation restriction over the property described below.

WITNESSETH:

WHEREAS, the Ives Trail and Greenway is a regional based urban wilderness corridor geographically centered on the City of Danbury that passes through the City of Danbury, the Town of Ridgefield with extensions into the Towns of Bethel and Redding in the County of Fairfield and the State of Connecticut and has been recognized in contributing significant natural, cultural and historic qualities to the region including a thematic link between nature and the music of Charles Ives; and

WHEREAS, the City of Danbury, through Mayor Mark D. Boughton, has directed the integration of public open spaces with sections of private property on the Ives Trail and Greenway corridor to create a continuous linear walking path from open space areas in Ridgefield through Danbury to open space areas in Redding; and

WHEREAS, the Ives Trail Task Force, established by the directive of Mayor Mark D. Boughton to execute the creation of this walking path, has identified and mapped the geographic location that will be the basis of the urban wilderness corridor that constitutes the Ives Trail; and

WHEREAS, the geographic corridor identified by the Ives Trail Task Force passes over several sections of a private property currently owned by the Owner, being Danbury Tax Assessor's Lot #121001 and further depicted on Map No. 382 of the Danbury Land Records (the "Subject Property"), which geographic corridor sections are more particularly described on Exhibit 1 attached hereto as "Easement 1", "Easement 2", "Easement 3" and "25 Foot Wide Easement For Hiking Trail" (and hereinafter individually and collectively referred to as the "Easement Corridor") which would create a corridor that connects Tarrywile Park in Danbury through the Old Post Road to Old Starr's Plain Road where the Ives Trail and Greenway will cross into property owned by the Land Trust of Danbury; and

WHEREAS, in addition to acquiring an easement in the aforesaid Easement Corridor, the City wishes to acquire and impose a conservation restriction on said Easement Corridor; and

WHEREAS, Danbury is qualified to be a holder of a conservation restriction pursuant to Connecticut General Statutes Sections 47-42a *et seq.*, and is qualified to accept "qualifying conservation interests" as described in Section 170 (h)(3) of the Internal Revenue Code; and

WHEREAS, Owner desires and intends to provide a right of way for the use of the public over and across the Easement Corridor and to permit the maintenance and improvement of the Ives Trail and Greenway by Danbury and to allow Danbury to use its best efforts to restrict other non-passive recreational uses including the use of all terrain vehicles ("ATV's"); and to impose the aforesaid conservation restriction on the Easement Corridor; and

WHEREAS, The City of Danbury recognizes the significant contribution of the Owner and will provide environmental stewardship over the Easement Corridor consistent with sound environmental property management principles that will promote public benefit for the appreciation of the land through which the Ives Trail and Greenway passes;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Owner, and its successors and assigns, for the consideration of the sum of Twenty Thousand Twenty and No/100 (\$20,020.00) Dollars received to its full satisfaction from Danbury, does hereby give, grant, bargain, sell and confirm unto Danbury the following rights, privileges and easements, in perpetuity, and upon the terms hereinafter set forth:

A. Easement to Danbury

1. Danbury shall have the right, privilege and easement to use for itself and the general public the Easement Corridor as a public open space area for use as a walking path in conjunction with open space areas in Ridgefield, Connecticut and Redding, Connecticut solely for pedestrian traffic including walking and hiking and for cross-country skiing over, through and across the Easement Corridor (the "Permitted Use").
2. In connection with its Easement for the Permitted Use, Danbury shall have the right and authority to use the Easement Corridor for the following purposes and activities (the "Permitted Activities"):
 - a. the right to construct a foot path and trail through the Easement Corridor and to develop, maintain and mark the trail in accordance with plans which shall be provided in advance to the Association, including any future alterations thereof.
 - b. the right to make minor topographical alterations and changes to the Easement Corridor in conjunction with performing Permitted Activities including determining the location of the walking, hiking and cross-country skiing trail within the Easement Corridor.
 - c. the right to regulate the use of the trail within the Easement Corridor including making the trail available for use by the general public in accordance with the terms of this Easement Agreement and further including restricting and limiting the use of the trail in accordance with regulations established by Danbury and applicable law.
 - d. the right to police the use of the trail by the public and others to assure that the trail is used only for the Permitted Use and the Permitted Activities and to enforce the restrictions set forth in this Easement Agreement and any regulations Danbury may promulgate from time to time. Such policing and enforcement shall be by and at the sole expense of Danbury as otherwise described herein.

- e. the right to install, maintain and repair barriers or obstructions sufficient to inhibit access to the Easement Corridor by vehicles of any kind including motorized or mechanized vehicles such as motorcycles, bicycles, mountain bikes, ATVs and other motorized and non-motorized vehicles and to post signs setting forth the Permitted Uses and the restrictions against uses not permitted within the Easement Corridor. For the limited purpose of installing or removing the barriers described in paragraph B(3) below, Danbury shall have the right to access the Easement Corridor by vehicle after prior notification is made to Owner.
 - f. the right to make periodic inspections of the Easement Corridor to determine whether enforcement actions are necessary or repairs to the Easement Corridor are required.
3. In connection with the Permitted Use and the Permitted Activities, Danbury shall have the following obligations:
- a. the exclusive obligation to keep, maintain, repair and restore the Easement Corridor in a safe, clean and sanitary condition free of trash and debris and to maintain the Easement Corridor, in compliance with all applicable laws, regulations, ordinances and statutes, as well as the terms of this Easement Agreement, and to obtain and continue in full force and effect at all times such governmental permits and approvals as are required for the Permitted Use and the Permitted Activities.
 - b. the obligation to police the use of the trail by the public and others to assure that the trail is used only for the Permitted Use and the Permitted Activities and to enforce the restrictions set forth in this Easement Agreement and any regulations Danbury may promulgate from time to time. Notwithstanding the foregoing, Danbury's said obligations shall be satisfied by arranging for the Ives Trail Task Force, as agents of the City of Danbury (or any other body that Danbury may subsequently appoint in place of or in addition to the Ives Trail Task Force), to inspect the trail not less than four times per year – said inspections to take place between March and October and being at 60-day intervals - and to report in writing any violations of the Permitted Use and Permitted Activities, or signs of unlawful incursions in the Easement Corridor, to the Danbury Police Department, with a copy of same to Owner. Such policing and enforcement shall be by and at the sole expense of Danbury.
 - c. the exclusive obligation to install, maintain and repair barriers or obstructions sufficient to inhibit access to the Easement Corridor by vehicles of any kind including motorized or mechanized vehicles such as motorcycles, bicycles, mountain bikes, ATVs and other motorized and non-motorized vehicles and to post signs setting forth the Permitted Uses and the restrictions against uses not permitted within the Easement Corridor. Notwithstanding the foregoing, Danbury's said obligations shall be satisfied by installing the barriers described in paragraph B(3) and the signs described in paragraph B(4) hereinbelow.

B. Covenants of Danbury

Danbury covenants and agrees as follows:

1. No vehicles, mechanized, motorized or otherwise and no animals, including, without limitation, horses and the like (but excepting dogs on leashes, which shall be permitted), shall be permitted to use the Easement Corridor and Danbury shall take such measures as are reasonably necessary to inhibit such use of the Easement Corridor by same. The measures described in paragraphs B(3) and B(4) below shall be deemed reasonable measures to inhibit such use. Danbury shall have access for the Permitted Activities and to take necessary emergency measures in the event of an emergency involving risk of harm to persons or property. Further, for the limited purpose of installing or removing the barriers described in paragraph B(3) below, Danbury shall have the right to access the Easement Corridor by vehicle after prior notification is made to Owner.
2. Use of the Easement Corridor shall be restricted solely to pedestrian traffic for walking and hiking and for cross-country skiing by the general public under the supervision of and pursuant to regulations of Danbury.
3. Danbury shall install, maintain and repair, from time to time, two thirty (30) foot barriers, one at the northernmost section at a point labeled "128" on Map No. 382 of the Danbury Land Records and one at the southernmost section at a point labeled "191" on said Map No. 382.. The barriers shall be constructed as a split rail fence, or equivalent, sufficiently anchored to prevent destruction by vehicles. Additionally, there shall be a barrier installed on the west side of northernmost easement section, described as "Easement 3" in Exhibit 1 attached hereto. All these barriers will be constructed of stone or tree logs of sufficient height, length, breadth and diameter to prevent incursion and inhibit the passage of ATVs or other motorized and mechanized vehicles. The specific locations of these three barriers will be determined by a task force of 4 individuals, two appointed by the Lake Waubeeka Association and two appointed by the City of Danbury.
4. Danbury shall place, maintain and repair, from time to time, signs every two hundred (200') feet along the Easement Corridor indicating the Permitted Uses and such prohibited uses including prohibition of vehicles, as Danbury shall reasonably determine.
5. Danbury is authorized and permitted to undertake the Permitted Activities for the development of the Easement Corridor as part of the Ives Trail and Greenway for the Permitted Uses.
6. In no event shall the Easement Corridor be used for anything except passive recreation as set forth in A (1)-A (4) above.
7. Subject to Danbury's Permitted use and Permitted Activities, Danbury's use and access to the Easement Corridor shall be subject to the provisions of the Conservation Easement of Owner hereinafter set forth, which Conservation Easement of Owner shall be binding upon Danbury.

C. Conservation Easement of Owner

As part of the consideration for this Easement Agreement, the Owner, on behalf of itself and its successors and assigns, hereby covenants as follows:

1. The following conservation restrictions shall restrict the use of the Easement Corridor (with the exception of the Permitted Use and the Permitted Activities in the Easement Corridor) and shall run with such land, in perpetuity and be binding upon the Owner and Danbury and its successors and assigns:
 - a. There will be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures;
 - b. There shall be no disturbance, manipulation or alteration of the natural watercourses, ponds, marshes, wetland or other water bodies located thereon (except to the extent necessary to control erosion or flooding, storm water mitigation, water soil conservation, or fish and wildlife habitat preservation) nor activities or uses detrimental to water quality, or the natural condition of the such land;
 - c. There shall be no removal, destruction or cutting of trees or plants, spraying with biocides, herbicides, or other agents inimical to plant, animal or insect life, or disturbance or change in the natural habitat without the prior consent of Owner;
 - d. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads;
 - e. There shall be no depositing, dumping or storage of ashes, trash, garbage, or other unsightly or offensive material and no changing of the topography through the placing of soil or other substance or material;
 - f. There shall be no operation or parking of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or similar types of motorized vehicles, or any other motorized or mechanized vehicles;
 - g. There shall be no hunting or trapping;
 - h. There shall be no construction, improvement, or upgrading of roads; and there shall be no activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, fish and wildlife or habitat preservation;
 - i. Any and all activities shall be limited to passive recreational activities.

Notwithstanding the foregoing restrictions and covenants to the contrary, nothing herein set forth shall limit, restrict or prohibit Danbury from using the Easement Corridor for the Permitted Use and the Permitted Activities as set forth in this Easement Agreement.

D. Rights Reserved By Owner

The Owner reserves for itself and its successors and assigns, in perpetuity, all rights as Owner of the Subject Property including the right to use the Easement Corridor for all purposes not inconsistent with this grant and including, without limiting the generality of the foregoing, the following rights which are hereby expressly reserved to and for the Owner and its successors and assigns:

1. The right to continue to use the land within the Easement Corridor for any uses or purposes which do not in any way interfere with the use thereof by Danbury in accordance with this Easement Agreement, including, without limiting the generality of the foregoing:

to cross and recross the Easement Corridor for purposes of access to adjoining properties of the Owner and to such other work as is necessary and appropriate for the maintenance of the Owner's property adjacent to the Easement Corridor, but which is not inconsistent with the purposes of this easement and conservation restriction. Owner hereby grants to Danbury the right to provide for public access to the Easement Corridor described herein and the right for public use of the Easement Corridor as set forth herein.

2. The right to sell, give or otherwise convey the Subject Property or any part thereof, including the Easement Corridor, provided such conveyance is subject to the terms of this Easement Agreement. However, the Owner shall notify Danbury as per E(3), below, of any pending or proposed conveyances of the Easement Corridor.

E. General Provisions

The following provisions shall apply to the Easement Corridor:

1. The conservation restriction set forth in C. above shall run with and burden the Easement Corridor in perpetuity and shall be binding upon the Owner and its successors and assigns, and all persons claiming rights in the Easement Corridor.
2. Owner and its successors and assigns agree to pay all real estate property taxes and assessments levied by competent authority on the Easement Corridor.
3. All notices required to be given by this Easement Agreement shall be given by certified mail, return receipt requested, to the following addresses or such addresses as may hereafter be designated by the parties respectively in writing:

OWNER:
THE LAKE WAUBEEKA ASSOCIATION, INC.
c/o President of the Association
137 Post Road
Danbury, Connecticut 06810

DANBURY
Mayor of the City of Danbury

155 Deer Hill Avenue
Danbury, Connecticut 06810
Copy to: Corporation Counsel, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Any such notice shall be effective as of the postmark date thereof.

4. This Easement Agreement and all the provisions hereof shall be binding upon the Owner and Danbury and their respective heirs, successors and assigns forever. The rights and obligations set forth in this Easement Agreement shall be enforceable by Danbury against the Owner and its successors and assigns forever and by the Owner against Danbury and its successors and assigns forever. There are not, and shall not be, any third party beneficiaries to this Easement Agreement, and no party may enforce the same except those hereinbefore mentioned.
5. Danbury shall defend, indemnify and hold harmless the Owner, its officers, directors, trustees, employees, and agents against all claims, liabilities, judgments, damages, penalties, litigation, demands, suits, actions, proceedings, costs, disbursements, and expenses (including, without limitation, reasonable attorney fees, court costs and expenses) of any kind or nature whatsoever for any and all matters arising from the construction, operation, maintenance, or use by the public or any employee, agent or contractor of Danbury, of the Easement Corridor; including costs and reasonable attorneys fees incurred to enforce this paragraph; except for claims arising out of the deliberate acts, omissions or negligence of the Owner, its officers, directors, employees, agents, guests, or any third party lessee or invitee of Owner; and except for claims or liability arising out of Owner's own use of the Easement Corridor.
6. Danbury shall name Owner as an Additional Insured on its general liability insurance policy with a minimum limit for bodily injury and property damage of initially Two Million Dollars (\$2,000,000), and further naming any lessee of the Owner's Subject Property or subsequent owner thereof (to be identified by the Owner or its successors and assigns) as an Additional Insured with respect to the use of the Easement Corridor. The current insurance policy shall be delivered to the Owner by Danbury simultaneously with the execution of this Easement Agreement. In addition, Owner shall have the right to request a review of this policy every five (5) years and upon said request, the City will revise the aforesaid minimum coverage to match the amount of liability coverage the City requires of third parties who rent or use City-owned recreational properties (currently \$2 million dollars); but in no event shall said minimum coverage be reduced below \$2 million dollars.
7. Owner represents that the granting of this Easement Agreement does not violate or breach any other covenant, agreement or lease. Danbury shall, at its own cost and expense, be responsible for obtaining any and all permits, site plan approvals, or other municipal, state or federal approvals with respect to the

construction or maintenance of the Ives Trail and Greenway within the Easement Corridor.

- 8. All references to "Easement Corridor" in this instrument are intended to refer to all the various sections of the Easement described in Exhibit 1 attached hereto, individually and collectively.
- 9. Should Owner receive any complaints or reports from its member homeowners alleging actual or possible violations of this Easement Agreement or other issues relevant to Danbury's obligations hereunder, such complaints or reports shall be forwarded by Owner to the Ives Trail Task Force ("ITTF"), or any other body that Danbury may subsequently appoint and designate for such purpose in place of or in addition to the ITTF.

TO HAVE AND HOLD the above described Easement and Conservation Restriction, together with all singular appurtenances and privileges belonging or in any way pertaining therein, either in law or in equity, either in possession or expectancy, for the proper use, benefit and behalf of Danbury, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 20 .

Signed, Sealed and Delivered
In the presence of:

The Lake Waubeeka Association, Inc.

By:

R. William Heese
Its President
Owner/Grantor

City of Danbury

By:

Mark D. Boughton
Mayor
Grantee

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared, R. William Heese, who acknowledged himself to be the President of The Lake Waubeeka Association, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission expires _____

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared, Mark D. Boughton, who acknowledged himself to be Mayor of the City of Danbury, a municipal corporation, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In Witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission expires _____

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EXHIBIT 1, page 1 of 5

**EASEMENT 1
OLD POST ROAD EASEMENT FOR HIKING TRAIL
A STRIP OF LAND ADJACENT TO TAX ASSESSOR'S LOT No. I21001
LAKE WAUBEEKA ASSOCIATION, INC.
137 POST ROAD**

A certain strip of land situated in the City of Danbury, County of Fairfield and State of Connecticut known as Old Post Road (A Portion of) and Adjacent to Tax Assessor's Lot No. I21001 bounded and described as follows:

Beginning at a point on the easterly boundary of land of the Grantor and the northwesterly corner of land herein described, said point being shown as point #128 of parcel no.2 as shown on the below referenced map, thence running in a southwesterly direction the following courses and distances; S. $02^{\circ} 15' 50''$ W. a distance of 239.39' to a point, thence S. $15^{\circ} 27' 30''$ W. a distance of 101.54' to a point, thence S. $42^{\circ} 18' 30''$ W. a distance of 32.53' to a point, thence S. $42^{\circ} 29' 20''$ W. a distance of 67.06' to a point, thence S. $41^{\circ} 27' 30''$ W. a distance of 78.44' to a point, thence S. $42^{\circ} 31' 30''$ W. a distance of 88.29' to a point, thence S. $32^{\circ} 08' 50''$ W. a distance of 312.93' to a point, thence S. $18^{\circ} 00' 00''$ W. a distance of 102.22' to a point, thence S. $25^{\circ} 07' 00''$ W. a distance of 218.80' to a point, said point being shown as point #137 of parcel no.2 as shown on the below referenced map, thence turning and running in an easterly direction perpendicular to Old Post Road to a point on the centerline of Old Post Road, thence turning and running in a northerly direction along the centerline of Old Post Road 1240 feet more or less to a point, thence turning and running in a westerly direction perpendicular to Old Post Road to the point or place of beginning.

Intending to convey an easement over that portion of highway discontinued by the Selectmen of the Town of Danbury in a Special Town Meeting held November 18, 1929.

Bounded:

Northerly: By Old Post Road

Westerly: By land of the Grantor.

Southerly: By Old Post Road

Easterly: By Old Post Road

For a more particular description reference is made to a map entitled "Title Survey of Land in Starr's Plain District Danbury, Conn for H. J. Kellogg & Others Scale 1"=400' Oct. 1929" prepared by F. J. Kellogg Civil Engineer, which map is filed in the Danbury Land Records as map 382.

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EXHIBIT 1, page 2 of 5

**EASEMENT 2
OLD POST ROAD EASEMENT FOR HIKING TRAIL
A STRIP OF LAND ADJACENT TO TAX ASSESSOR'S LOT No. I21001
LAKE WAUBEEKA ASSOCIATION, INC.
137 POST ROAD**

A certain strip of land situated in the City of Danbury, County of Fairfield and State of Connecticut known as Old Post Road (A Portion of) and Adjacent to Tax Assessor's Lot No. I21001 bounded and described as follows:

Beginning at a point on the easterly boundary of land of the Grantor and the northwesterly corner of land herein described, said point being shown as point #163 of parcel no.2 as shown on the below referenced map, thence running in a southerly direction the following courses and distances; S. 05° 53' 50" W. a distance of 522.49' to a point, thence along a curve to the left having a radius of 494.84' and a length of 107.02' to a point, thence S. 06° 30' 00" E. a distance of 38.08' to a point, thence along a curve to the right having a radius of 321.77' and a length of 97.33' to a point, thence S. 10° 50' 00" W. a distance of 52.75' to a point, thence along a curve to the right having a radius of 620.78' and a length of 96.83' to a point, thence S. 19° 49' 00" W. a distance of 97.47' to a point, said point being shown as point #170 of parcel no.2 as shown on the below referenced map, thence turning and running in an easterly direction perpendicular to Old Post Road to a point on the centerline of Old Post Road, thence turning and running in a northerly direction along the centerline of Old Post Road 1014 feet more or less to a point, thence turning and running in a westerly direction perpendicular to Old Post Road to the point or place of beginning.

Intending to convey an easement over that portion of highway discontinued by the Selectmen of the Town of Danbury in a Special Town Meeting held November 18, 1929.

Bounded:

Northerly: By Old Post Road

Westerly: By land of the Grantor.

Southerly: By Old Post Road

Easterly: By Old Post Road

For a more particular description reference is made to a map entitled "Title Survey of Land in Starr's Plain District Danbury, Conn for H. J. Kellogg & Others Scale 1"=400' Oct. 1929" prepared by F. J. Kellogg Civil Engineer, which map is filed in the Danbury Land Records as map 382.

EXHIBIT 1, page 3 of 5**EASEMENT 3
OLD STARRS PLAIN ROAD EASEMENT FOR HIKING TRAIL
A STRIP OF LAND ADJACENT TO TAX ASSESSOR'S LOT No. I21001
LAKE WAUBEEKA ASSOCIATION, INC.
137 POST ROAD**

A certain strip of land situated in the City of Danbury, County of Fairfield and State of Connecticut known as Old Starrs Plain Road (A Portion of) and Adjacent to Tax Assessor's Lot No. I21001 bounded and described as follows:

Beginning at a point on the easterly boundary of land of the Grantor and the northwesterly corner of land herein described, said point being shown as point #190 of parcel no.2 as shown on the below referenced map, thence running in a southerly direction the following courses and distances; $32^{\circ} 39' 10''$ W. a distance of 366.92' to a point, thence S. $45^{\circ} 10' 10''$ W. a distance of 138.08' to a point, thence S. $54^{\circ} 11' 20''$ W. a distance of 81.28' to a point, said point being shown as point #193 of parcel no.2 as shown on the below referenced map, thence turning and running in an easterly direction perpendicular to Old Starrs Plain Road to a point on the centerline of Old Starrs Plain Road, thence turning and running in a northerly direction along the centerline of Old Starrs Plain Road 612 feet more or less to a point, thence turning and running in a westerly direction perpendicular to Old Starrs Plain Road to the point or place of beginning.

Intending to convey an easement over that portion of highway discontinued by the Selectmen of the Town of Danbury in a Special Town Meeting held November 18, 1929.

Bounded:

Northerly: By land now or formerly of Noel C. Roy.

Westerly: By land of the Grantor.

Southerly: By Old Starrs Plain Road

Easterly: By Old Starrs Plain Road

For a more particular description reference is made to a map entitled "Title Survey of Land in Starr's Plain District Danbury, Conn for H. J. Kellogg & Others Scale 1"=400' Oct. 1929" prepared by F. J. Kellogg Civil Engineer, which map is filed in the Danbury Land Records as map 382.

EXHIBIT 1, page 4 of 5

**25 FOOT WIDE EASEMENT FOR HIKING TRAIL
A STRIP OF LAND THROUGH TAX ASSESSOR'S LOT No. I21001
LAKE WAUBEEKA ASSOCIATION, INC.
137 POST ROAD**

A certain strip of land 25 feet wide situated in the City of Danbury, County of Fairfield and State of Connecticut through the land of Lake Waubeeka Association, Inc. Assessor's Lot No. I21001 bounded and described as follows:

Commencing at a point on the easterly boundary line of land of Lake Waubeeka Association, Inc. herein after referred to as the Grantor, said point is shown on the below referenced map as point no. 203, thence running in a northerly direction along the easterly boundary line of land of the Grantor N. 32° 39' 10" a distance of 57.28' to a point, said point being the southeasterly corner of land herein described and the true point or place of beginning, thence turning and running in a westerly, northerly and easterly direction through the land of the Grantor the following courses and distances; N. 56° 03' 50" W. a distance of 77.93' to a point, thence N. 82° 11' 32" W. a distance of 127.80' to a point, thence N. 46° 47' 15" W. a distance of 221.88' to a point, thence N. 31° 23' 23" W. a distance of 117.57' to a point, thence N. 46° 02' 18" W. a distance of 128.78' to a point, thence N. 16° 49' 57" W. a distance of 83.97' to a point, thence N. 63° 02' 45" W. a distance of 67.05' to a point, thence N. 79° 40' 49" W. a distance of 82.37' to a point, thence N. 21° 08' 17" W. a distance of 39.90' to a point, thence N. 28° 30' 13" E. a distance of 77.41' to a point, thence N. 46° 13' 46" E. a distance of 201.04' to a point, thence S. 89° 11' 43" W. a distance of 60.78' to a point, thence N. 04° 08' 13" E. a distance of 27.56' to a point, thence N. 24° 04' 28" W. a distance of 71.06' to a point, thence N. 00° 35' 46" W. a distance of 183.94' to a point, thence N. 10° 41' 24" W. a distance of 230.79' to a point, thence N. 17° 08' 53" E. a distance of 53.13' to a point, thence N. 36° 41' 15" W. a distance of 81.08' to a point, thence N. 01° 42' 42" E. a distance of 128.80' to a point, thence N. 16° 43' 55" E. a distance of 102.28' to a point, thence N. 09° 04' 32" W. a distance of 118.14' to a point, thence N. 80° 50' 28" E. a distance of 59.48' to a point on the easterly boundary line of land of the Grantor, thence turning and running in a southeasterly direction along the easterly boundary line of land of the Grantor S. 35° 06' 59" E. a distance of 27.81' to a point, thence turning and running in a westerly, southerly and easterly direction through the land of the Grantor the following courses and distances; S. 80° 50' 28" W. a distance of 46.69' to a point, thence S. 09° 04' 32" E. a distance of 98.90' to a point, thence S. 16° 43' 55" W. a distance of 104.71' to a point, thence S. 01° 42' 42" W. a distance of 116.80' to a point, thence S. 36° 41' 15" E. a distance of 85.07' to a point, thence S. 17° 08' 53" W. a distance of 59.62' to a point, thence S. 10° 41' 24" E. a distance of 227.06' to a point, thence S. 00° 35' 46" W. a distance of 180.94' to a point, thence S. 24° 04' 28" E. a distance of 71.87' to a point, thence S. 04° 08' 13" W. a distance of 57.43' to a point, thence N. 89° 11' 43" W. a distance of 74.12' to a point, thence S. 46° 13' 46" W. a distance of 186.89' to a point, thence S. 28° 30' 13" W. a distance of 61.95' to a point, thence S. 21° 08' 17" E. a distance of 7.66' to a point, thence N. 79° 40' 49" E. a distance of 70.13' to a point, thence S. 63° 02' 45" E. a distance of 86.15' to a point, thence S. 16° 49' 57" E. a distance of 88.12' to a point, thence S. 46° 02' 18" E. a distance of 125.48' to a point, thence S. 31° 23' 23" E. a distance of 117.40' to a point, thence S. 46° 47' 15" E. a distance of 210.53' to a point, thence S. 82° 11' 32" E. a distance of 125.62' to a point, thence S. 56° 03' 50" E. a distance of 83.17' to a point on the easterly boundary line of the land of the Grantor, thence turning and running in a southerly direction along

15-24.

EXHIBIT 1, page 5 of 5

the easterly boundary line of the land of the Grantor S. 32° 39' 10" W. to the point or place of beginning.

Bounded:

Northerly: By other land of the Grantor

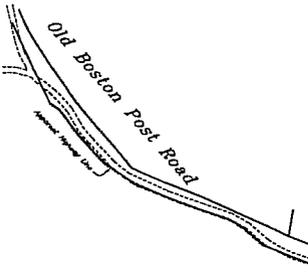
Westerly: By other land of the Grantor

Southerly: By other land of the Grantor

Easterly: By other land of the Grantor, by land of the City of Danbury
and by Old Starrs Plain Road, each in part.

For a more particular description reference is made to a map entitled "Map Showing Proposed 25' Wide Easement for Ives Hiking Trail Through the land of Lake Waubeeka Association, Inc. Old Starrs Plain Road Danbury Connecticut Scale: 1"=50' July 23, 2009" prepared by the Engineering Department of the City of Danbury and certified substantially correct by Michael S. Pierwola, R.L.S. No. 70139, which map is to be filed simultaneously herewith in the Danbury Land Records.

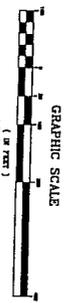
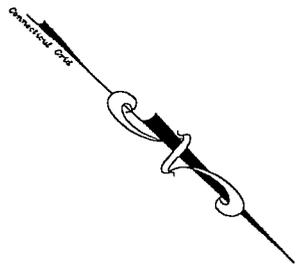
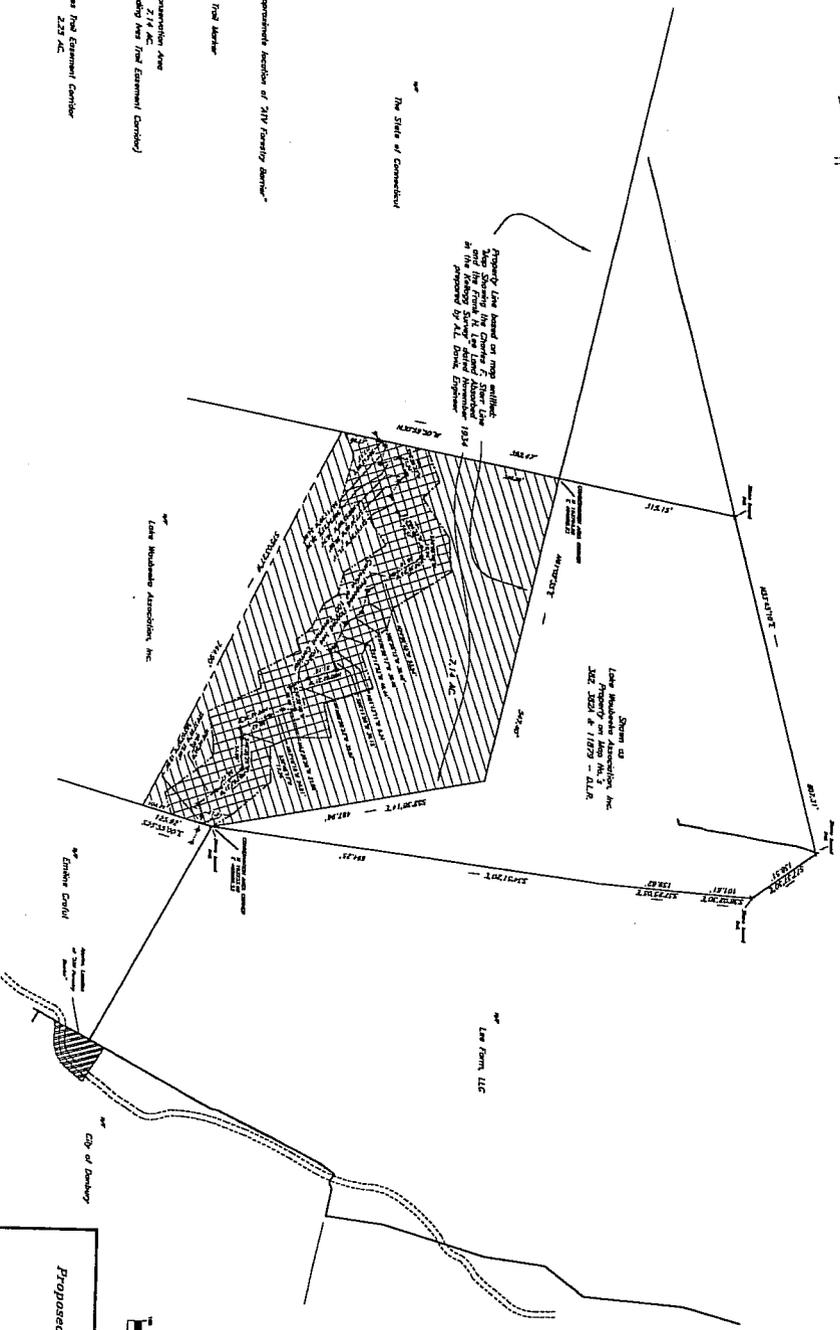
15-25



- Legend:**
- = Approximate location of 219 County Avenue
 - = Proposed Trail Route
 - = Conservation Area (Including 219 AC Trail Easement Corridor)
 - = 223 AC
 - = 223 AC

Notes:

1. This map represents a "Proposed Survey" based on a "Proposed Plan" and not prepared in accordance with "Part 4-2" standards. The intention of this map is to show a parcel of land for the purpose of recording an easement.
2. Refer to Map No. 382, 383, 428 and 1479 of the Danbury Land Records.



Proposed Easement Corridor & Conservation Area
to be conveyed to
The City of Danbury
by
Lake Naubeka Association, Inc.
Danbury, Connecticut

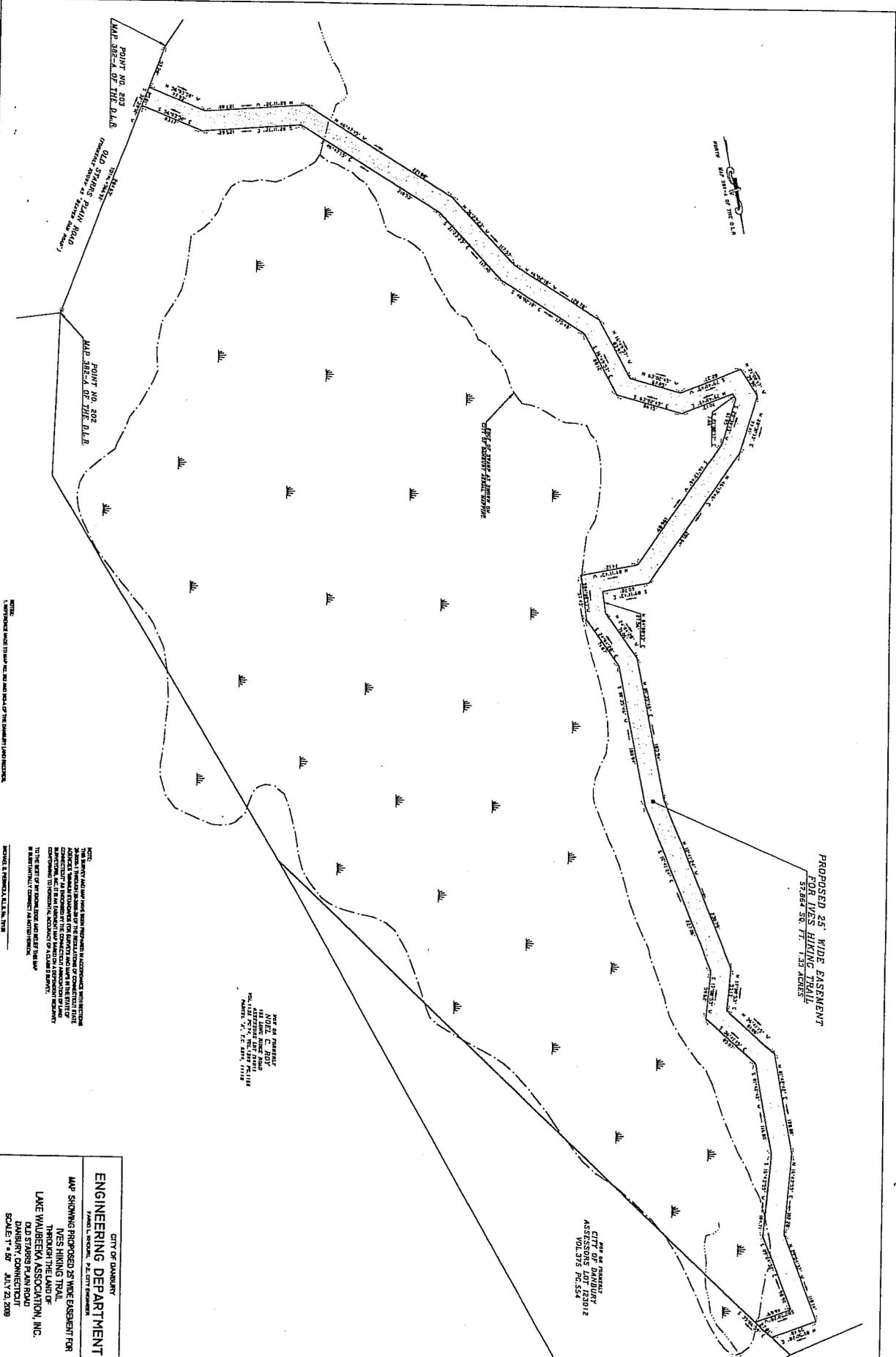
Map Showing

1. A TRAIL ROUTE TO BE CONVEYED AND USED FOR PUBLIC RECREATION AND CONSERVATION PURPOSES IN THE CITY OF DANBURY, CONNECTICUT. THE TRAIL ROUTE IS DESCRIBED IN THE ATTACHED PLAN AND IS SUBJECT TO THE RECORDING OF THE SAME IN THE OFFICE OF THE REGISTER OF DEEDS IN DANBURY, CONNECTICUT. THE TRAIL ROUTE IS SUBJECT TO THE RECORDING OF THE SAME IN THE OFFICE OF THE REGISTER OF DEEDS IN DANBURY, CONNECTICUT.

NEW ENGLAND LAND SURVEYING, P.C.
ROBIN COMMONS-118 COLE PIT HILL RD-DANBURY, CT
MATTHEW E. REYNOLDS, L.S. # 12986

Scale: 1" = 100'
Drawn: AS SHOWN
Date: JULY 13, 2009
Revisions:
1. JULY 13, 2009
2. JULY 13, 2009
3. JULY 13, 2009

Job No. 1143
1143/02-3



NOTES:
1. DIMENSIONS SHOWN TO CENTER LINE OF THE PROPOSED EASEMENT.

NOTES:
THE SURVEY AND MAP HAVE BEEN PREPARED BY A LICENSED SURVEYOR IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF CALIFORNIA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE PROPOSED EASEMENT AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE PROPOSED EASEMENT AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS.

DATE OF SURVEY: 10/15/2008
 SURVEYOR: JAMES L. WOODRUFF, P.E.
 LICENSE NO.: 10000

CITY OF DANBURY
ENGINEERING DEPARTMENT
 100 STATE STREET, DANBURY, CT 06820
 TEL: 203-748-1000
 FAX: 203-748-1001
 WWW.CITYOFDANBURY.ORG

LAWYER'S ASSASSONS LOT 123012 VOL. 375 P.C. 554

PROPOSED 25' WIDE EASEMENT FOR LIVES HIKING TRAIL
 57,664 SQ. FT. 1.33 ACRES

DATE OF SURVEY: 10/15/2008
SURVEYOR: JAMES L. WOODRUFF, P.E.
LICENSE NO.: 10000