

DANBURY AVIATION COMMISSION
MEETING MINUTES

Danbury Aviation Commission -- 7:00 p.m.
Danbury City Hall: 155 Deer Hill Ave., Danbury, CT 06810
Third Floor / Room 3C / Tuesday, December 18, 2012

RECEIVED AND FILED
TOWN CLERK'S OFFICE
DANBURY, CONN.

DEC 27 2012

at 11:40am checked by
M. S. Ass.
Town Clerk

01 Meeting Called to Order By Chairman Ashkar.

02 Roll Call:

Present: Commissioners Ashkar, Oppermann, Baker

Absent: Frizzell, Zilinek

03 Motion made to accept the regular meeting minutes of October 16, 2012 as written by Commissioner Oppermann seconded by Commissioner Baker and unanimously approved.

04 Liaison Report:

No liaison report.

05 Administrator's Monthly Report:

Mr. Paul Estefan was not available for meeting. Mr. Michael Safranek stated two gates on the north side of the airport have been upgraded to a Keyscan system with Westconn Aviation soon to be updated to have unified system to have greater security and can deny access to those who should be on airfield. Hopefully in June the WAS approach will be in. We are about 10,000 ops ahead of last year. All tie-down lists are being updated to have complete inventory on airport which is used for aircraft registration which has grown from about \$15,000 per year in revenue and up to around \$50,000. Capital budget was submitted last week; looking for new lawnmower, gate upgrades, and repairs on Taxiway "Charlie."

Motion was made by Commissioner Oppermann to accept Administrator's Report, seconded by Commissioner Baker, and unanimously approved.

Motion made by Commissioner Baker to open Public Speaking, seconded by Commissioner Oppermann, and unanimously approved.

Public Speaking:

Ms. Judy Walsh, managing partner with Motion Simulators who submitted all communication to the commission for review, who also requested to table this item as we were not notified that we were going to be on the agenda and would like the position of the airport and the commission on this subject. Mr. Safranek reported two emails in detail outlining rules and regulations and the land deed held by Mr. Duncan Dayton. Your own website states you are conducting flight training in an aircraft, as well as Mr. Walsh stating he is conducting flight training in an aircraft and the position of the airport is, because it falls under the Minimum Standards, the Part 5190, and Mr. Dayton's land lease, activity such as operating a flight school is not allowed unless a Permit is obtained.

Motion was made by Commissioner Oppermann to table the item of Motion Simulators to the January, 2013 meeting, seconded by Commissioner Baker, and unanimously approved.

Mr. Joe Lanero, former owner of Executive Air Service commended the commission/airport to get a WAS system up at DXR and commended the Airport for having the traffic counts up. Regarding Westconn's proposed restaurant he believes it would be a wonderful asset to airport. There really is no issue with grant assurances from the FAA it is usually a positive issue and something that should be embraced. It is good for business and good thing for the community.

Chairman Ashkar stated the commission is not standing in the way of the proposed restaurant. The commission has already approved this proposal but waiting for the City to approve the restrictions on the deed and to get something from the FAA stating it will not affect our grant status in any way. Mr. Orifici from Westconn Aviation stated they were not clear on the response they received from the FAA and we wanted to come back and make sure you were comfortable with it.

Motion was made to close public speaking by Commissioner Oppermann, seconded by Commissioner Baker, and unanimously approved.

Old Business

Danbury Aviation, Proposed Hangar Project/Lease

DXR Holdings, LLC, request to broaden restrictions on original deed dated December 28, 1948, and FOI request from Attorney Robin Kahn, as attached dated December 5, 2012.

Mr. Chris Orifici, Westconn Aviation, stated not sure why they are on agenda but for clarification on our deed we requested an FOI. Mr. Orifici then read section 5.2.4 from the Airport Master Plan (copy attached). He also stated was concerned that he or his attorney was not told this item was put on the City Council agenda. An FOI request was instituted to receive copies of correspondence between the Airport Administrator and the FAA. We went through three months to get approval from the Commission and then go back to the City Council only to be shot down by the Airport Administrator. Chairman Ashkar reiterated that Mr. Estefan's recommendation doesn't mean the City Council will agree. Chairman Ashkar added this commission approved the proposed restaurant and the next step is approval from City Council. Mr. Orifici at this point read into the record a portion of the 1948 deed (copy attached) which Mr. Estefan submitted to the FAA and further read the next section of the deed (copy attached) which was not submitted to the FAA. There is an Ad Hoc Committee in place from the City Council who is waiting for the requested FOI information prior to meeting with the partners of Westconn Aviation.

Mr. Orifici also requested that the commission perform a formal investigation of how a horseshoe club that is not aviation related in any way is not in violation of the grant assurances.

Commissioner Baker requested to make a revised motion that the Airport Administrator provide whatever the FAA opposes to a restaurant by our next meeting in January and if he doesn't have anything that he can show us that the FAA has a problem with a restaurant then we have no further action to be taken and we approve the request.

A motion was made by Commissioner Baker absent from any definite correspondence and/or proof from the FAA specifically related to DXR Holdings/Westconn Aviation relating to the loss of grant assurances or monies by the FAA before our next meeting on January 15, 2013, then the Aviation Commission will issue a positive recommendation that the original deed restrictions dated December 28, 1948 be broaden to incorporate a full use restaurant with a liquor license, seconded by Commissioner Oppermann, and unanimously approved.

Business Aircraft Center, request to lease additional 150'x150' piece of land adjacent to current ramp space, letter attached.

Mr. Safranek advised that the Airport Administration has not received new information from the planners or the FAA, this item should be tabled again.

Motion made by Commissioner Oppermann of the request for Business Aircraft Center to lease additional 150'x150' piece of land adjacent to current ramp space be tabled pending Mr. Estefan requesting information from the Airport Planners and the FAA, seconded by Commissioner Baker, and unanimously approved.

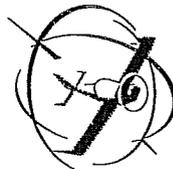
New Business

Motion Simulator – Operation of business without proper permit

Mr. Safranek stated as this item was tabled under public speaking.

Motion made to adjourn by Commissioner Baker, seconded by Commissioner Oppermann, and unanimously approved.

Ald



Judy Walsh
General Manager

Motion Simulations
Simulator Training for the rest of us

45B Miry Brook Road
Danbury CT 06810
www.fullmotionflight.com

866.877.6974
203.702.2140

judy.walsh@fullmotionflight.com



Michael Safranek <m.safranek@danbury-ct.gov>

Re: Fwd: DXR Min Standards

1 message

Paul Estefan <p.estefan@danbury-ct.gov>
To: Michael Safranek <m.safranek@danbury-ct.gov>

Fri, Dec 7, 2012 at 8:21 PM

Good evening Mike,

Let send this to Attorney Pinter and the Airport Commission.

We have tried to resolve but I guess we have to go higher.

Thanks for the heads up.

PDE

On Dec 7, 2012 6:35 PM, "Michael Safranek" <m.safranek@danbury-ct.gov> wrote:

Paul,

I thought you might want to see Mr. Walsh's response, specifically where he states you informed him that he does NOT a permit.

"At that meeting Mr Estefan reviewed our business, and stated that without the addition of airplanes for rent, no such permit was required."

Based upon our conversations and that of the pertinent documents, I am going under the assumption that Mr. Walsh is wrong in how he remembers what you told him and I am going to pursue establishing compliance, as you directed me to back in August 2012.

Please advise me if your intentions are still that of compliance, on Mr Walsh's part.

ms

----- Forwarded message -----

From: **Sean Walsh**

Date: Friday, December 7, 2012

Subject: DXR Min Standards

To: Michael Safranek <m.safranek@danbury-ct.gov>

Cc: "p.estefan@danbury-ct.gov" <p.estefan@danbury-ct.gov>, "duncan@highcroftracing.com" <duncan@highcroftracing.com>

Mr. Safranek,

Thank you for your email.

On 3/23/2011 I had a meeting with Paul Estefan in our offices, inquiring on what steps would be required for Motion Simulations LLC to add aircraft to our product catalog of simulator based flight training, and classroom based ground instruction.

Mr Estefan identified a few scenarios with which we could entertain that option. He also detailed the steps we

would be required to perform should desire to add aircraft based flight instruction to the business we run from our location adjacent to Danbury Municipal Airport.

We inquired again to meet with Mr.Estefan on 9/9/2011 and had a productive meeting with him in our office on 9/21/2011. At that meeting Mr Estefan reviewed our business, and stated that without the addition of airplanes for rent, no such permit was required.

After that meeting we examined our business, the cities requirements, and a few other considerations and decided that adding aircraft to our model wasn't in Motions Simulations best interest .

Fast forward to August 2nd of 2012 and I inquired via email to Mr Estefan to see if we could pick up our conversation again. This was based on an opportunity where a few aircraft became available from the owner who was in the process of liquidating a local flight school. Mr Estefan replied to me on 8/16 stating that going forward I should contact you . I replied to his email stating that I would. During this period the opportunity (which we would have required a B permit for) did not manifest itself, as we were unable to procure the aircraft on favorable terms.

Somehow our request for assistance in navigating the process of acquiring a permit to run a flight school has been misinterpreted. Motion Simulations does not desire to add airplanes to our practice at this time. We may desire to do so at some later point but only when we determine that it is in our best interest and financially viable.

The minimum use standards you so kindly attached to your first email (10/23/12) stipulates that to hold a category B permit we would be required to have two airplanes available for rent and one full time flight instructor. Motion Simulations doesn't own or lease any aircraft so we would be unable to comply with this requirement. Additionally my understanding of the minimum use standard as explained to me by Mr. Estefan would require either Duncan Dayton to establish an FBO here on his property or Motion Simulations would have to affiliate with an existing FBO in order to qualify for said permit.

As we discussed the other day (at an area restaurant) my attorney has possession of the documents you provided in your earlier email. I will be sure to inquire as to the status of their review when I arrive to work on Monday morning. Please note that we do not operate on airport property and as such were unaware of any requirement that instructors whether based at Danbury Airport or at any other airport are required to hold a permit in order to provide their services to the owner/operator of private aircraft based in Danbury or wherever.

I will be happy to discuss this with you, or Mr. Estefan at your convenience. Should you wish to include legal; counsel please advise and I will make them available.

Respectfully Yours

Sean Walsh ATP/CFII
Manager
Motion Simulations
45B Miry Brook Road
Danbury CT 06810
866.877.6974 Main
203.702.4027 Direct
sean.walsh@fullmotionflight.com
www.fullmotionflight.com



Michael Safranek <m.safranek@danbury-ct.gov>

Land Deed

1 message

Michael Safranek <m.safranek@danbury-ct.gov>

Fri, Dec 7, 2012 at 2:55 PM

To: steph@highcroftracing.com

here is a copy,

Mr. Walsh,

As it has been some time since our last discussion and I have not heard back about your intentions to continue to conduct regulated activity at the Airport.

The Airport Administrator's office has been trying to resolve this issue for almost 2 years now.

As recently as August of 2012, a request for a resolution was made.

I met or spoke with you on a couple of occasions, outlining the Regulated activity you are engaged in.

I provided you with specific references and corresponding documentation addressing this activity.

yet, it has been several weeks and you have not responded to any of the Airports' requests for compliance.

As you have failed to respond to the Airports request, the only option left to is to turn this matter over to the City of Danbury's legal Department, Mr. Duncan N. Dayton (property owner) and the FAA, for input and recommendations.

Just so we are clear, the regulated activity referenced: **providing flight instruct in an aircraft, either yours or any other.**

As your website declares:

Our mission is to provide individualized flight training in our state of the art full motion simulator, or your airplane.

If I may reference The Danbury Airport's Minimum Standards:

Section 2 *Definitions*

2.5 A fixed-base operator, hereinafter referred to as an "FBO," is any person, firm, corporation

or other entity (i) located on either City-owned property or on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations; and (ii) performing services in two or more of the following categories:

(b) Flight instruction for either fixed-wing aircraft or rotocraft, aircraft rental, aircraft charter or nonscheduled air taxi service, operation of a flying club, hereinafter referred to as "Category B";

Section 3 *Airport Use*

No persons, firms, corporations or other entities not otherwise exempt from the provisions of these rules and regulations shall use the Airport as a direct or indirect means for carrying on any business or commercial activity, except the following:

3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;

3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;

3.3 A sublessee or licensee of an FBO as described in subsection 3.1 above; (1) whose sublease or license, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission; or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the FAA.

3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above; (1) whose sublease or license, if said sublessee or licensee is engaged in a permit related

activity as described in Section 7 hereof, has been approved by the Commission; or (2) whose sublease or license, if said sublessee or licensee is not engaged in a permit related activity as described in Section 7 hereof, contains a provision that all activities of said sublessee shall be aeronautically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the FAA.

3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.

3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

Section 5 Statements of Policy

5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 1, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in Subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Subsection 3.3 or 3.4 on land controlled by said FBO, both performing services under any category listed in Subsection 7.4, then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessees or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBO involved may apportion their liability for use fees by agreement. The issuance of permits to persons or entities listed in Subsection 3.3 and 3.4 shall not relieve any FBO from the obligation to perform at least two (2) categories of service; as required pursuant to Subsection 2.5.

5.2 Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969, shall be allowed to operate at the Airport without fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land buildings if the Commission determines that the continuation of such an operation is in the public interest or if the Commission determines it would be an extreme hardship, financial or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

5.3 In addition to the requirements of the FAA and pursuant to Subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for safe and orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.

Section 7 Rules and Regulations Pertaining to FBO's and Other Permittees

7.1 No persons, firm, corporation or other entity described in Section 3 hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Section 10 of these Rules and Regulations.

7.2 Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission that it is technically and financially able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.

7.3 In order to satisfy the Commission as may be required in Subsection 7.2 above, each applicant shall allow the Commission or its designee to inspect its financial background and any other records that are relevant to the requirements of Subsection 7.2.

7.4 Any information obtained by the Commission pursuant to this section, shall be kept in strictest confidence. In addition to the requirements of Subsection 7.2, the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.

You have stated to me that neither you nor your business falls under the Airport Minimum Standards, though I am not sure how you arrived at this conclusion. You stated to me that you/your company charge for flight instruction in an aircraft, as well as your company's website, thus falling under the Minimum Standards.

I would also like to bring to your immediate attention the Land Deed, for the property you rent.

Section 1 (a) clearly states:

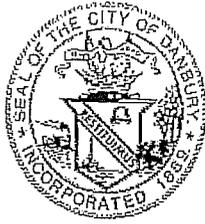
The City of Danbury, hereinafter referred to as the Grantor, hereby grants to the said Mildred E. Wibling, hereinafter referred to as the Grantee, her heirs, successors and assigns, as a covenant running with the land, the right to have access to and use of the runways, landing strips, and taxi strips at the Danbury Airport, in common with others, provided however, that such use shall always remain subject to the same rules, regulations, restrictions, fees, charges and operation controls governing aircraft operations generally in the use of said airport.

This clearly denotes that your business falls under the guidelines of the Airports Minimum Standards, which by your own admission, your business is not adhering to.

Sincerely

Michael Safranek
Danbury Municipal Airport
203-797-4624

 Macton Deed and Info.pdf
970K



CITY OF DANBURY
155 Deer Hill Avenue
DANBURY, CONNECTICUT 06810

Danbury Municipal Airport
P.O. Box 2299
Danbury, CT 06813-2299

Assistant Airport Administrator
Michael Safranek
(203)797-4624

TO: Paul Estefan
FROM: Michael Safranek
DATE: October 24, 2012
SUBJECT: Motion Simulations / Sean Walsh

Paul,

Alice informed me that you asked her for an update

As per our discussions over the last few years and your discussion with Sean Walsh / Motion Simulations, it appears Mr. Walsh is conducting flight instruction on DXR without permits. He is running his business (Motion Simulations) out of the Macton Building and promotes on his website, that he is located conveniently off of "Taxiway Golf".

On or about March 22, 2011, you and I discussed this situation. After doing research on the 5190, it was my firm belief that Mr. Walsh was in fact in violation of FAA policy and the Airport's Minimum Standards by conducting Flight Training in an actual aircraft, without a permit. The conclusion was that JUST a flight simulator WAS permitted. Furthermore, Mr. Walsh is deemed a "through-the-fence" operation, so it is even more imperative that his business be subject to all pertinent rules and regulations, when acting as a flight school.

If memory serves correct, a short time after March 22, 2011, you had a meeting with Mr. Walsh regarding his operating a flight school here. From our (between you and I) discussion, my understanding was that he assured you, all such activity would cease. At that time, you asked me to monitor and act on this situation, as it is part of my job description.

Fast forward to August 16, 2012, when you forwarded me an email from Mr. Walsh, detailing how he wanted to pursue the possibility of a Flight School Permit. In the email you directed me to interface with Mr. Walsh and address this situation:

Good Afternoon Sean,

I have assigned this request to Mr Michael Safranek, please contact him to further process this request to have a category "B" permit.

Hi Paul,

Its been close to a year since we last discussed this but I am inclined to move forward with establishing an aircraft flight training presence here in Danbury.

Currently I'm negotiating a lease back arrangement with a third party and have been working through all of the elements required to be successful when adding this line of business to our existing portfolio of services.

I am interested in discussing the permitting process. Specifically what we were discussing last September, I would desire to obtain a flight school permit via one of three FBO's on the field and use that permit to operate from our building and ramp here on Golf Taxivay (Conn Air East and West Scenario).

From my understanding the permit is \$7500 per year. Do we have to pay this up front or are there options for paying it in installments?

As a single person entity is there any way we could obtain a discounted permit similarly to what Mike Demarchi did when setting up Centennial Helicopters?

Is there any chance you would have some time in the next week or so to sit down and discuss this with me?

Please let me know

Best Regards

Sean

He can be reached at 203-797-4624

Thanks

*Paul D Estefan
Airport Administrator
Danbury Municipal Airport
Danbury, Ct*

After a review of the above email and hearing from the "field" that Mr. Walsh was still providing flight training services, I thought it would be prudent to touch base with Mr. Walsh and ascertain the status of HIS inquiry.

On October 18th and 19th I left a voice requesting a return phone call about these issues. At the same time, I also left 2 messages for Mr. Anthony Ferria (AAFI). As I'm sure you are aware, AAFI was a flight school for a brief time and located at BAC. After only about 2 months, the owner of BAC terminated the agreement with AAFI and it was no longer an established flight school on DXR and no longer had an FBO "sponsor". I had been hearing gossip that AAFI was in fact still operating on the field and was possibly linking up with Mr. Walsh. Since my job duties (as outlined in my job description; "*Duties also include enforcement of regulations governing the operation of airport and responsibility for the safety of life and property in connection with the use of the airport*") require me to inquire into this type of business, I did.

On Tuesday, October 23, 2012, I received a visit from 2 agents from Homeland Security/TSA and they were inquiring about Mr. Walsh and his business: Motion Simulations. From my conversation with these 2 agents, it was clear that Mr. Walsh appeared on their "radar" because he was providing training (albeit simulator training) for foreign nationals and they wanted to verify his proper adherence to Federal Law. It was my "take-away" from this conversation

(with TSA) that Mr. Walsh WAS conducting flight training in aircrafts, thus in violation of the 5160, DXR Grant Assurances and DXR Minimum Standards.

This discussion prompted an immediate phone call from me, to Mr. Walsh.

The gist of my lengthy phone call to Mr. Walsh is the following:

I started the conversation first by inquiring with Mr. Walsh if he still had intentions of obtaining the proper permit, for regulated activities on DXR, as his email detailed. He became very evasive and claimed that he was not doing flight training in an aircraft. I then followed with, "So, you mean that you are not getting paid to provide flight training in an aircraft, here at DXR"? He, at first responded, "NO". I then inquired again, at this point, he capitulated that HE (emphasis mine) did not receive money but that in fact, it was **his company** that received monetary compensation for providing these services. At this point, I realized he would not be very forthcoming and that he was clearly trying to obfuscate some of my inquiries. I then advised him that this "type" of business activity was not allowed under the above doctrines. He advised me that several other people, actually naming a few, were doing the same thing as he was and that it should be acceptable, since others are doing it and why am I picking on him. I responded by informing him that since he proved to me with direct "testimony" as to these "others", I would have to take action by inquiring with them as to their activities and if compelled, I would have to make note that it was him, who directed me to them. This did not sit well with Mr. Walsh and he became very combative and even more evasive.

I then proceeded to explain to Mr. Walsh that he was put on notice back in 2011 as to his unregulated activities that you (Mr. Estefan) had discussed with him. He claimed that you never brought up the flight school and that you stated his activities were "OK". I countered with, "I find it very hard to believe that Mr. Estefan made it a point to go over to your business and have a discussion with you and NEVER mentioned anything about flight school activities. Mr. Estefan and I had a lengthy discussion about your activities and it was mutually agreed that he would outline the Do's and Don'ts".

Mr. Walsh categorically denied that you ever mentioned anything about flight training in aircraft and went on to state that you said everything he was doing was fine.

I challenged Mr. Walsh's certainty on this and stated that, "I will call Mr. Estefan and have a conference call, to clear this up." At this point, Mr. Walsh became combative again and accused me of interrogating him.

I informed him that I was only trying to get to the bottom of his activities and that he was being very disingenuous and evasive. I further mentioned that if this was how the conversation was going to proceed, that I would have no other choice but to let the other regulatory agencies resolve it, since he was not being very forthright.

I then asked him if he was familiar with Part 61 operations. He responded by telling me he was very versed on this section, as he was a CFI. Several minutes later in the conversation I asked him point blank, if he was conducting Part 61 operations at DXR. His response was to hesitate and claim that he was not sure if he was. I mentioned that only 5 minutes before, he claimed to be an expert in Part 61 operations and "How is it that now you claim to not understand what Part 61 consists of"? The conversation degraded even further and at that point I recommended we should start a new dialog when he returned to Connecticut.



(Macton)

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

INTEROFFICE MEMORANDUM

TO: PAUL ESTEFAN, AIRPORT ADMINISTRATOR

FROM: LASZLO L. PIN'TER, ASSISTANT CORPORATION COUNSEL *LP*

SUBJECT: MACTON CORPORAITON N/F JOHN F. CARR AND HELEN CARR - MIRY BROOK ROAD

DATE: 01/20/99

As we discussed, the relevant deeds appear to indicate that the owner of the referenced property has reserved rights of common access onto the Danbury Municipal Airport. These rights arise from an agreement between Mildred Wibling and the City of Danbury in 1969 (copy attached). These designated rights running with the land are carried forward through deed covenants and appear to apply today. These rights however, are restricted by specific language in the 1969 agreement tying such rights in with compliance with the Minimum Standards. Therefore, while access is given, the manner of use of such access is to be determined by what the Standards presently allow. In addition, there appears to be a Localizer easement to the favor of the FAA, which will also have an impact on their exercise of these rights. If you can locate that document, please send me a copy for my review.

I have not commissioned a full title search to see what, if any, changes have occurred since 1969. The last available deed was in 1988, and the right of access appears in that deed. Whether any of the land described in the deed has been otherwise sold or disposed of since 1988, and the exact parameters of the property intended to be transferred by Macton will be available to us upon either a search or upon the transaction. At that time, or, preferably before the transaction, we should ask for their title search (which I have to assume they obtained for the sale) for review.

Let me know of the further developments in this matter.

c: Roy Platt, Aviation Commission

a:\llp\jan99\macton



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

DATE: July 31, 2000
TO: Danbury Aviation Commission
FROM: Paul D. Estefan *PDE*
Airport Administrator
SUBJ: Macton Corporation

Please find enclosed the documents concerning the sale of the Macton Corporation Land and Buildings to Tamarack Investment Inc.

Tamarack Investment is submitting a proposal for aircraft hangers, an apron and a light industrial building. They have deeded access rights to the airport. I have forward a copy to the Mayor and to the Corporation Counsel office.

Will keep you advised,

cc: file (macton / sale)

HOGAN & ROSSI
Attorneys At Law
3871 Danbury-Brewster Road
Route 6 East
Brewster, New York 10509

John J. Hogan
Donald M. Rossi
David Simon

(914) 279-2986
FAX: (914) 278-6135
FAX: (914) 279-6425

July 24, 2000

By Federal Express

Mr. Paul Estafan
Danbury Aviation Commission
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Revised Parcel B-1 and Revised Parcel B-2 as shown on Map entitled "Property Survey showing proposed Parcel Line Revision Parcels B-1 and B-2 Miry Brook Road, Danbury, Connecticut Property of John F. and Helen L Carr Total Area 6.459 Acres IL-40" Scale 1"= 60' Dated: October 27, 1999" prepared by Surveying Associates, P.C. and filed in the Danbury Land Records as Map No. 10832 (the "Premises")

Dear Mr. Estafan:

As discussed in our June 20, 2000 meeting with Mr. Duncan Dayton and Ms. B.J. Pampuch, we represent Tamarack Investments, Inc., which is in the process of purchasing the above described Premises from Mr. and Mrs. John F. Carr. The Premises are the former site of The Macton Corporation, consist of 6.459± acres, are situated in the IL-40 District as defined in the City of Danbury Zoning Regulations, and are improved by the 18,000± square foot circular building which housed Macton's business and a detached 2,500± garage.

Tamarack's plan is to proceed with a phased development of the Premises which will involve active access to the Danbury Airport and which will be consistent with the Zoning Regulations and the Danbury Airport Master Plan. Currently, Tamarack plans to construct (i) a light industrial\office building on Parcel B-2; and (ii) a hangar\office facility on Parcel B-1 which will include the demolition of the 18,000 square foot circular building and the installation of adequate parking, an aircraft apron and a widening of the existing accessway to Taxiway C.

Since we are now in a position to proceed with obtaining all necessary approvals for the Project, I would like to take this opportunity to confirm our understanding regarding the procedural steps relative to the Airport and your Commission.

1. **FAA Submission:** Our Airport Planner, Mr. Bryon H. Rakoff of The Louis Berger Group, Inc., has already submitted FAA Form 7460-1 to the FAA, New England Region, which includes a Proposed Development Plan. A copy of that form and Plan, together with his June 30, 2000 cover letter, are attached for your information.

I noted in reviewing the submission that Mr. Rakoff has not requested the necessary amendment of the Danbury Airport Master Plan to include the Premises and I have asked him to submit an appropriate request\application to the FAA for same. It is our understanding that once the FAA approves the amendment of the Master Plan it will also be necessary for

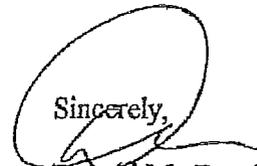
your Commission to approve it.

Also, please note that the Plan shows a proposed widening of the accessway to 35 feet. Mr. Dayton has suggested that from a long-range planning perspective a widening to 50 feet would be appropriate in order to accommodate the largest planes which may reasonably be anticipated to utilize the Airport in the foreseeable future.

2. **Access Easement:** Also enclosed is a copy of the May 27, 1969 Agreement by and between the City of Danbury and Mildred E. Wibling as recorded in Volume 474 Page 97 which establishes the easement for the existing accessway from the Premises to Taxiway C (the "Easement"). Please note that various improvements to the accessway are contemplated as described above, and that the accessway will be improved so as to comply with FAA standards in all respects.
3. **Commission Approval of Plans:** The Easement Agreement provides that the construction of any building on the Premises benefitted by the Easement must be approved by the Commission, and that such approval shall not be unreasonably withheld. We would, therefore, like to obtain its approval of our plans as soon as possible so that our applications for all other necessary permits and approvals can include a proposed Project as approved by the Commission. Please let me know if a separate Application is required for this purpose; otherwise, please deem this letter as our Application for conceptual approval of our plans.
4. **Crossing of Localizer Critical Area:** This will also confirm that presence of the Localizer Critical Area on and adjacent to the Premises does not prevent the use of the accessway by planes entering and exiting the Airport since such movements will be accomplished using established Airport and FAA procedures which include contacting and receiving clearance from the Tower during manned-hours and, during periods when the Tower is not manned, by utilizing the appropriate radio frequency to confirm that it is safe to cross the Critical Area.

Once you have reviewed the foregoing please contact me to discuss any questions or comments you may have, whether any separate Application is required in connection with the Commission's approval of our Development Plan, and any other procedural steps which you think may be appropriate. For convenience, I am sending a copy of this letter to Attorney Laslo Pinter for his review and comment.

Thank you very much.

Sincerely,

Donald M. Rossi

dmr\pm\2042.009

cc: Attorney Laslo Pinter w\encs.
Mr. Duncan Dayton (by fax only)
Ms. B.J. Pampuch (by fax only)

AGREEMENT, made this 29 day of 4/19/71 1969

by and between the CITY OF DANBURY, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by GINO J. ARCONTI, its Mayor duly authorized, and MILDRED E. WIBLING, of said City of Danbury, in said County and State,

W I T N E S S E T H :

WHEREAS, The said Mildred E. Wibling is the owner of the following described tracts of land located in said City of Danbury:

Plot I: Commencing at a point on the North side of Miry Brook Road at the intersection of the Westerly line of the property of Mary Todd and property of the Town of Danbury; thence continuing along Miry Brook Road a distance of 765 feet more or less; thence in a Northwesterly direction along other property of the Town of Danbury a distance of 455 feet more or less to a point 275 feet distant from the center line of a paved runway; thence in a Northeasterly direction at a distance of 275 feet parallel to the center line of said paved runway a distance of 275 feet more or less; thence in a Southeasterly direction along other property of the Town of Danbury a distance of 1100 feet more or less; thence in a Southwesterly direction along other property of the Town of Danbury and of Mary Todd each in part, a distance of 340 feet more or less, to the point of beginning; bounded Northerly and Easterly by other property of the Town of Danbury; Southerly by Town of Danbury and Mary Todd; Westerly by the highway and other property of the Town of Danbury, containing seven and one-half (7 1/2) acres more or less.

PLOT I-A: Commencing at a point on the North side of Miry Brook Road at the intersection of the Easterly line of Mary Todd with the Town of Danbury; thence in a Northwesterly direction along the property of Mary Todd a distance of 365 feet more or less; thence in a Northeasterly direction along the line of Plot I a distance of 120 feet more or less; thence in a Northwesterly direction along Plot I a distance of 1100 feet more or less to a point 275 feet distant from the center line of paved runway; thence running in a Northeasterly direction in a line parallel to and distant 275 feet from said paved runway a distance of 575 feet more or less; thence in a Southeasterly direction along other property of the Town of Danbury and William H. Knapp, Jr. a distance of 1300 feet more or less to a point on the highway; thence in a Westerly direction along the highway a distance of 200 feet more or less to the point of beginning, containing eight and one-third (8 1/3) acres more or less; bounded on the North by the Town of Danbury and Plot I; on the East by the Town of Danbury and William H. Knapp, Jr., each in part; and on the South by Miry Brook Road; and on the West by Mary Todd and Plot I, each in part; and

WHEREAS, the Town of Danbury, by deeds recorded in Volume 218 Page 307, dated July 13, 1945, and by deed recorded in Volume 225 Page 23, dated July 11, 1946, conveyed said tracts of land to Continental, Inc., successor in title to the said

(11/13/71)
(4)
Low...
#1 2097

ACCESS
EASEMENT
TO AIRPORT

476/71

Mildred E. Wibling, and in said deeds made certain grants and imposed certain restrictions upon said tracts; and

WHEREAS, the said Town of Danbury has now been consolidated with and into the City of Danbury, and the said City of Danbury has succeeded to all rights, powers and obligations and duties of said Town of Danbury; and

WHEREAS, the parties hereto now desire to revise, remove amend and/or modify said grants and restrictions.

NOW, THEREFORE, in consideration of One-Dollar and other valuable considerations, each to the other given, the parties hereto do mutually agree as follows:

1. All of the rights granted in favor of said above described tracts of land, and all of the covenants and restrictions imposed upon said tracts of land by the hereinbefore referred to deeds recorded in Volume 218 Page 307, and Volume 225 Page 23, are hereby forever surrendered and terminated by both parties, and the following are substituted in lieu thereof:

(a) The City of Danbury, hereinafter referred to as the Grantor, hereby grants to the said Mildred E. Wibling, hereinafter referred to as the Grantee, her heirs, successors and assigns, as a covenant running with the land, the right to have access to and use of the runways, landing strips, and taxi-strips at the Danbury Airport, in common with others, provided, however, that such use shall always remain subject to the same rules, regulations, restrictions, fees, charges and operation controls governing aircraft operations generally in the use of said Airport.

(b) The Grantee, for herself, her heirs, successors and assigns, covenants and agrees with the Grantor, its successors and assigns, that in the exercising of the privileges hereby granted, she will conduct all operations in a careful and proper manner and will not permit any waste or unnecessary damage to the property owned by the Grantor, its successors or assigns, or others, or permit any nuisance upon said premises.

(c) The Grantee, for herself, her heirs, successors



THE Louis Berger Group, INC.

75 Second Avenue, Suite 700, Needham, Massachusetts 02494
Tel 781 444 3330 Fax 781 444 0099 www.louisberger.com

June 30, 2000

Manager, Air Traffic Division ANE-530
Federal Aviation Administration
New England Regional Office
12 New England Executive Park
Burlington, MA 01803

Dear Manager:

Attached herewith is a copy of a completed Form 7460-1 for a proposed development adjacent to Danbury Municipal Airport (DXR), CT. The project is proposed by Tamarack Investments, as noted in the form.

I would appreciate your staff's prompt review of this document. If you have any questions about the proposal, please do not hesitate to give me a call.

I look forward to hearing from you.

Sincerely,
THE LOUIS BERGER GROUP, INC.

Bryon H. Rakoff
Principal Airport Planner

Cc: B.J. Pampuch
J. Pantell

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
STEWART I. EDELSTEIN
NEIL R. MARCUS
G. KENNETH BERNHARD
DAVID L. GROGINS
GRETA E. SOLOMON
ROBIN A. KAHN
RICHARD SLAVIN
DANIEL S. NAGEL
RICHARD J. DI MARCO
DAVID B. ZABEL
MARK A. KIRSCH
DAVID M. LEVINE
JOSEPH G. WALSH
DAVID A. BALL
JOCELYN B. HURWITZ
STUART M. KATZ
MONTE E. FRANK
PATRICIA C. SULLIVAN
VINCENT M. MARINO
JULIE D. KOHLER
ARI J. HOFFMAN
COURTNEY A. GEORGE
BARBARA M. SCHELLENBERG
RACHEL A. PENCU
GARY E. PHELAN
JANE L. HARNISS
JASON A. BUCHSBAUM
L. JOYELLE DEFELICE
LAUREN G. WALTERS
DAVID M. MOROSAN
MARCIA M. ESCOBEDO
DAVID DOBIN
NATHAN C. ZEZULA
PHILIP C. PIRES
ELIZABETH A. ULLMAN
ROBYN H. DRUCKER
RACHEL A. SCHWARTZMAN

SPECIAL COUNSEL
MATTHEW C. SUSMAN

OF COUNSEL
MARTIN J. ALBERT
PETER A. ARTURI
LEONARD C. BLUM
ANN L. FOWLER-CRUZ
THEMIS KLARIDES
ROSAMOND A. KOETHER
BRUCE L. LEVIN
JACK E. MCGREGOR
ALLAN J. ROSEN
MARTIN F. WOLF

ROBIN A. KAHN, ESQ
rkahn@cohenandwolf.com

Please reply to: Danbury
December 5, 2012

VIA U.S. MAIL AND HAND DELIVERY

Mr. Paul D. Estefan
City of Danbury Airport Administrator
Wibling Road
Danbury, Connecticut 06810

Town Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: **DXR Holdings, LLC**
Wallingford Road, Danbury, Connecticut

In accordance with the Connecticut Freedom of Information Act, I hereby request that you produce the following documents:

- Emails, letters, memoranda and/or any other written correspondence issued by Gail Lattrell and any other representatives of the Federal Aviation Administration during 2012 regarding DXR Holdings, LLC and its property located at Wallingford Road, Danbury, Connecticut, including, but not limited to:

(a) emails, letters, memoranda and/or any other written correspondence in which the responses attributed to the Federal Aviation Administration in the attached report of Paul D. Estefan dated November 25, 2012 are contained; and

(b) written correspondence from the Federal Aviation Administration referenced in the attached letter of Robin Edwards, Esq. dated November 26, 2012.

- Emails, letters, memoranda and/or any other written correspondence issued by Paul Estefan and/or by the Aviation Commission of the City of Danbury to Gail Lattrell and any other representatives of the Federal Aviation Administration during 2012 regarding DXR Holdings, LLC and its property located at Wallingford Road, Danbury, Connecticut.

December 5, 2012

Page 2

Kindly contact me when these documents are available and advise me of the fees associated with obtaining copies of same.

Very truly yours,



Robin A. Kahn

RAK:dm

cc: DXR Holdings, LLC
Robin Edwards, Esq.
Lazlo Pinter, Esq.

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
STEWART I. EDELSTEIN
NEIL R. MARCUS
G. KENNETH BERNHARD

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BRUCE L. LEVIN
JACK E. MCGREGOR
ALLAN J. ROSEN
MARTIN F. WOLF

ROBIN A. KAHN, ESQ
rkahn@cohenandwolf.com

Please reply to: **Danbury**
December 17, 2012

VIA U.S. MAIL AND HAND DELIVERY

Mr. Paul D. Estefan
City of Danbury Airport Administrator
Wibling Road
Danbury, Connecticut 06810

Town Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: DXR Holdings, LLC
Wallingford Road, Danbury, Connecticut

In accordance with the Connecticut Freedom of Information Act, I hereby request that you produce the following documents:

- Emails, letters, memoranda and/or any other written correspondence issued by Gail Lattrell and any other representatives of the Federal Aviation Administration during 2012 regarding DXR Holdings, LLC and its property located at Wallingford Road, Danbury Connecticut and/or Westconn Aviation, LLC and its business located at Wallingford Road, Danbury, Connecticut, including, but not limited to:

(a) emails, letters, memoranda and/or any other written correspondence in which the responses attributed to the Federal Aviation Administration in the attached report of Paul D. Estefan dated November 25, 2012 are contained;

(b) written correspondence from the Federal Aviation Administration referenced in the attached letter of Robin Edwards, Esq. dated November 26, 2012; and

(c) emails, letters, memoranda and/or any other written correspondence from the Federal Aviation Administration from which Paul Estefan read to the undersigned in a telephone conversation between Paul Estefan and the undersigned on October 17, 2012 (see attached email dated October 22, 2012 from the undersigned to Paul Estefan in which this correspondence is requested).

December 17, 2012
Page 2

- Emails, letters, memoranda and/or any other written correspondence issued by Paul Estefan and/or by the Aviation Commission of the City of Danbury to Gail Lattrell and any other representatives of the Federal Aviation Administration during 2012 regarding DXR Holdings, LLC and its property located at Wallingford Road, Danbury Connecticut and/or Westconn Aviation, LLC and its business located at Wallingford Road, Danbury, Connecticut.

Kindly contact me when these documents are available and advise me of the fees associated with obtaining copies of same.

Very truly yours,



Robin A. Kahn

RAK:dm

Enclosures

cc: DXR Holdings, LLC
Westconn Aviation, LLC
Robin Edwards, Esq.
Lazlo Pinter, Esq.



8-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

November 25, 2012

Mayor Mark D Boughton

Honorable Members of the City Council

Dear Mayor Boughton & Hon. Members of the City Council,

I am responding to your referral to the Office of the Airport Administrator regarding item #4 on the September meeting DXR Holdings, LLC Wallingford Road.

DXR Holdings, LLC. Located on Wallingford Road is requesting to amend or release their Deed Restrictions that run with the Land.

In reviewing the Deed I found that at a Town Meeting on December 28, 1948 it voted to authorize the Board of Selectman to enter into the sale of the Property to Clifford Sadler with Deed restrictions attached to the land. The Deed restrictions clearly state what the property can be "solely used for the following purposes: the sale of airplanes; airplane parts and gasoline; the storage of airplanes; the repair and overhauling of airplanes and airplane engines; and the manufacture of airplane parts, and this covenant shall be construed as a covenant running with the land."

The actions of the Town of Danbury placed the City in my opinion in a position to be in compliance with the Future Federal Aviation Administration rules, regulations, policies and sponsor assurances. The Town sold the property with these deed restrictions thus keeping the integrity of the property to be solely used for aeronautical purposes and nothing more.

The FAA Sponsor Assurances that we accept when we receive a Federal Grant have items such as #5 "Preserving Rights and Powers"

- a. It will not take or permit any action which would operate to deprive it of any rights and powers necessary to perform any or all of the terms, conditions, and assurance in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

The FAA sponsor assurance # 21 "Compatible Land Use"

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

The applicant on October 29, 2012 wrote to the FAA the following;

First, this statement:

Currently Danbury Airport is maximized with respect to maintenance and repair facilities and charter and flight school operations. To add another one of these uses would have a negative impact on the other like kind business at Danbury Airport.

FAA Response

That is not something the airport (must less a potential competitor) can say - should the sponsor make that statement, and more importantly act on it to deny eligible and qualified aeronautical service providers the opportunity to have access to the airport, the sponsor greatly risks compliance with grant assurance 22. We have precedent on this.

Secondly, this statement:

I believe that amending the restriction to include some more up-to-date aviation-related services might in fact place the City in a better position with respect to compliance with its Grant Assurances to the FAA than what now exists (although I am only seeking to add one addition use at this time).

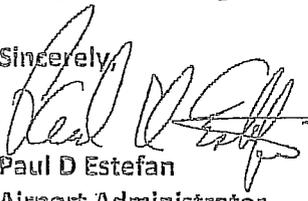
FAA Response

Restaurants are not "aviation-related services." Out of date or "up-to-date" they are not in any way aviation related. The handbook 5190.6B even says catering is not too. I can't conceive of any scenarios where allowing non aeronautical business such as a restaurant over aeronautical development, and airport ops and mix, plus safety, will help the sponsor be in "a better position with respect to compliance with its Grant Assurances."

The one item that has not been brought up by the applicant is the Fair Market Value of the Deed Restriction being lifted. In all of these discussions from day one I have no correspondence regarding what the Fair Market Value of the Deed Restriction is worth and no offer to pay the City for its release.

In closing I cannot recommend to the Mayor, City Council that the lifting of this Deed Restriction is in the Best Interest of the City of Danbury given the fact we have a burden under the FAA Sponsor assurances to be in compliance at all times. If we violate these assurances we could possibly become ineligible for FAA grant monies to do Capital Programs for all the airport users.

Sincerely,



Paul D Estefan
Airport Administrator
Danbury Municipal Airport

Cc; File Estefan100



8-4

CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

November 26, 2012

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

Re: September Council Agenda Item #4
DXR Holdings, LLC letter requesting release/broadening of deed restriction

Dear Mayor Boughton and Council Members:

Please accept this letter in response to your request for a report concerning the above matter. The correspondence referred to above from Attorney Robin Kahn requests that the City Council release or broaden a deed restriction which encumbers a parcel of land located at the Danbury Airport now owned by her client DXR Holdings, LLC. The deed restriction provides that the property "shall be used solely for the following purposes: the sale of airplanes; air plane parts and gasoline; the storage of airplanes; the repair and overhauling of airplanes and airplane engines, and the manufacture of airplane parts".

It is our understanding that the Planning Commission issued a negative recommendation on the modification of the current deed restriction. As mentioned in the Department's staff report, the release or broadening of the current deed restriction would serve to negatively impact the City's tireless work to ensure that the land adjacent to be airport be used for purposes related to the airport and in accordance with the Zoning Regulations and FAA requirements, and additionally, the integrity of the IL-40 zone could be negatively impacted by the release or broadening of the covenant.

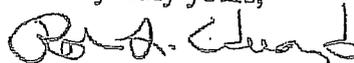
It is our further understanding that the Airport Administrator has issued a negative recommendation regarding the proposed deed change. The Federal Aviation Administration ("FAA") has in written correspondence to the Airport Administrator cautioned, among other things, that airport sponsors such as the City "must plan appropriately for hazard mitigation...and compatible land use" in order to remain in compliance with federal grant conditions. In that regard the Planning Department has expressed concern about changing the zoning regulations to accommodate the proposed use. Additionally, the FAA also indicates that the City should further review other areas to ensure it maintains continued compliance with its federal obligations.

November 26, 2012

P-5

If the Council decides that due to the negative reports, recommendations and concerns that it does not wish to pursue this matter further, then it is appropriate for you make a determination to "take no action". However, if the Council, notwithstanding the above mentioned negative reports, recommendations and concerns, remains inclined to consider the proposed deed amendment, this office respectfully requests that you continue that matter for an additional time period of sixty (60) days to review the legality of such a proposed modification to the existing deed restrictions imposed by the Town of Danbury in 1948. If you have any questions, please feel free to contact me.

Very truly yours,



Robin L. Edwards
Assistant Corporation Counsel

cc: Robert J. Yamin, Corporation Counsel
Laszlo L. Pinter, Deputy Corporation Counsel
Dennis I. Elpern, Planning Director
Paul D. Estefan, Airport Administrator

Kahn, Robin A.

From: Kahn, Robin A. <RKahn@cohenandwolf.com>
Sent: Monday, October 22, 2012 4:37 PM
To: Paul Estefan
Cc: Chris Orifici (corifici@construction-associates.com)
Subject: DXR

Hi Paul

As you know, I am waiting to hear back from Gail Lattrell about a meeting date and time in response to my email of last week.

When you and I spoke last week it was my understanding that you would send me a copy of the email that Gail sent to you (and which you read to me) once I copied you with my email to Gail. If that understanding is correct, please send me the email as soon as possible so that I may properly prepare for the meeting.

thank you

Robin A. Kahn, Esq.
Cohen and Wolf, P.C.
158 Deer Hill Avenue
Danbury, Connecticut 06810
Voice: 203-792-2771
Fax: 203-791-8149
rkahn@cohenandwolf.com
www.cohenandwolf.com

Please consider the environment before printing this email

This message is being sent by or on behalf of a lawyer. It is intended for the exclusive use of the individual or entity that is the named addressee and may contain information that is privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee or an employee or agent responsible for delivering this message to the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify us immediately by e-mail, or by telephone (203-792-2771), discard any paper copies and delete all electronic files of the message.

AMONG THE LEGAL SERVICES THIS LAW FIRM PROVIDES IS DEBT COLLECTION AND ANY INFORMATION PROVIDED BY YOU WILL BE USED FOR THAT PURPOSE. Please also be advised that if you are not my client and are not represented by counsel, I am not disinterested and I am not your lawyer. In addition, you are advised to secure counsel and have your counsel contact me.

most efficient design for limited space, as noted in the AC. Detailed area calculations are provided in Appendix 5-A. Table 5.08 provides the area calculations for the building.

TABLE 5.08 - MAINTENANCE BUILDING REQUIREMENTS

Building Requirement	Area
Equipment Storage Area	5,750 sf
Maintenance Area	2,300 sf
Office, Personnel and Storage Area	2,100 sf
Aisles and Equipment Maneuvering Area	2,000 sf
Total Building Area	12,150 sf

Source: Hoyle, Tanner, and Associates

5.2.4 TERMINAL BUILDING AREA AND AUTO PARKING REQUIREMENTS

As noted in the previous master plans, an airport the size of DXR should have some type of public terminal building to provide administrative space, public use facilities, concession areas, and auto parking. Such a building would provide a centrally located meeting place for some local and most itinerant general aviation users, and would provide needed administrative and record storage space. In the long term, this terminal could be enlarged or modified for commuter service.

The FAA has developed methods of estimating general aviation terminal requirements. The method, developed in the later 1960's and still valid, relates peak hour activity (in the form of the number of pilots and passengers) to the size of functional areas within the building. Table 5.09 sets forth the recommended square footage requirements.

BAC

(203) 748-7000
(203) 790-9000 fax
81 Kenosia Avenue
Danbury, CT 06810

Paul Estefan
155 Deer Hill Avenue
Danbury, CT 06810

24 September 2012

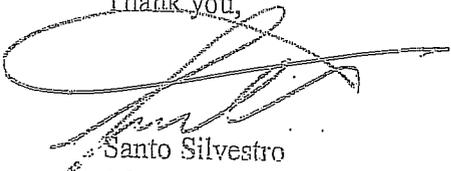
Mr. Estefan,

I would like to request to be put on the agenda for the upcoming Aviation Commission meeting. I would like to lease the 150' by 150' area detailed on the attached diagram. I intend to use this area as additional ramp space.

I would like this area to be leased as an addendum to the current Business Aircraft Center lease. It will be used only by BAC and not by other FBOs due to its location. Currently this property is undeveloped and has never been leased in the past. I intend to pave the area, at my cost, in order to create additional ramp space.

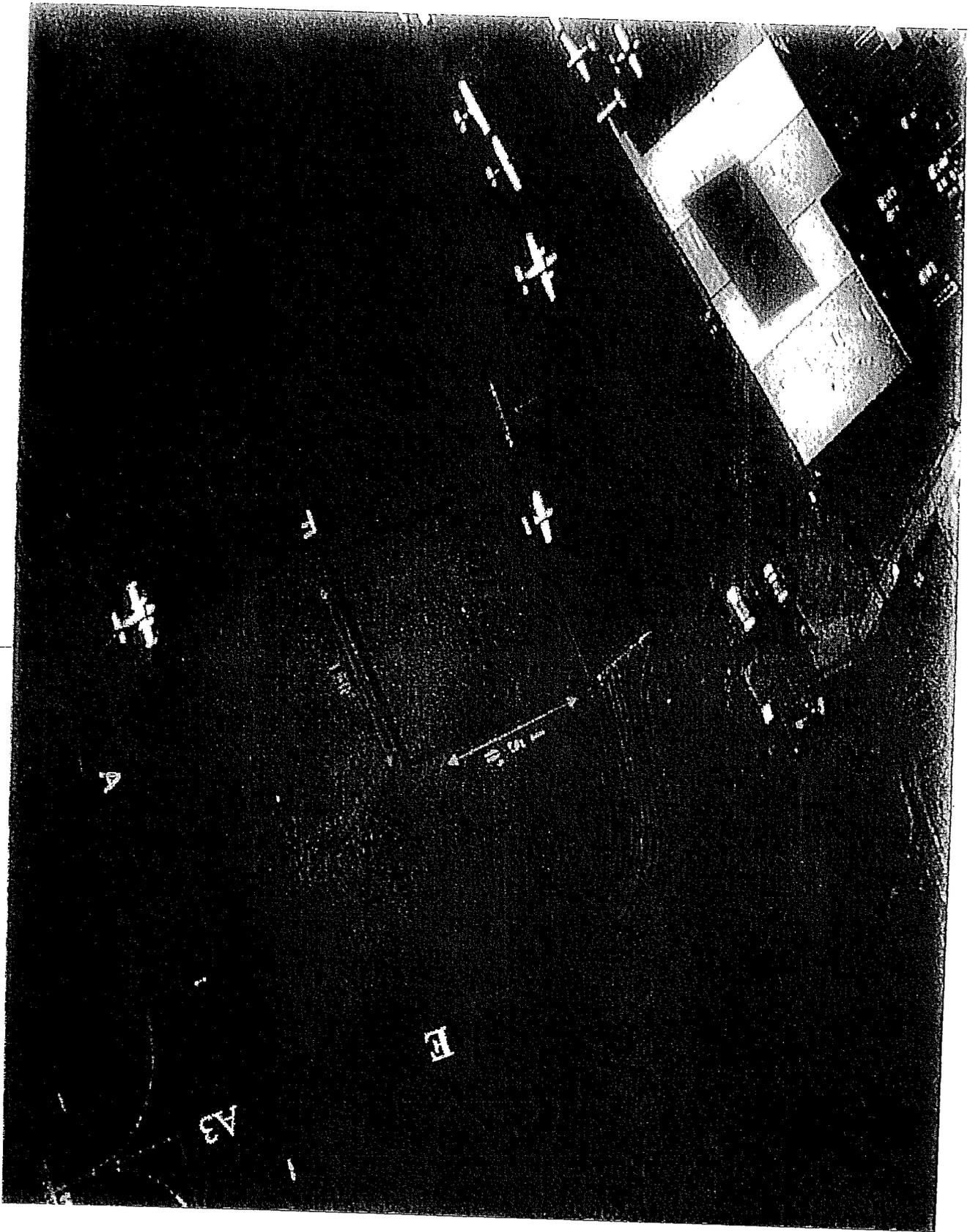
Please contact Lynda Silvestro at 203-966-5466 to confirm that this has been placed on the agenda.

Thank you,



Santo Silvestro

Managing Member, Business Aircraft Center



To all People to Whom these Presents shall Come Greeting:

KNOW YE, That the TOWN OF DANBURY, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, and located and having its place of business at said Danbury, acting herein by CHARLES I. SWEENEY, CHARLES J. TROCCOLO and ARTHUR TARTAGLIA, its Board of Selectmen, duly authorized by a vote of a Town Meeting dated December 28, 1948,

for the consideration of ONE DOLLAR (\$1.00) and other valuable considerations,

received to its full satisfaction of CLIFFORD SADLER, of the said Danbury,

do give, grant, bargain, sell and confirm unto the said CLIFFORD SADLER,

A certain piece or parcel of land, containing 0.61 acres, more or less, situate in said Danbury, and described as follows:

Commencing at a concrete monument at the present northerly end of Wallingford Road; thence running southerly $52^{\circ}23'$ West 62.12 ft.; thence running northerly $31^{\circ}15'20''$ west 100.59 ft.; thence running northerly $58^{\circ}44'40''$ East 147.53 ft.; thence running northerly $83^{\circ}02'00''$ East 46.89 ft.; thence southerly $31^{\circ}15'20''$ east 166.67 ft.; thence running southerly $58^{\circ}30'$ west 97.06 ft.; thence along Wallingford Road northerly $32^{\circ}15'$ west 95.9 ft.; thence running southerly $52^{\circ}23'$ west 30.0 ft. to point of beginning.

Bounded Northerly and Easterly by other land of the grantor; Southerly by other land of the grantor, Wallingford Road and land now or formerly of Helwig, each in part; and Westerly by other land of the grantor and Wallingford Rd., each in part. Reference is hereby made to a map entitled "Map Showing Property to be Conveyed and Leased by the Town of Danbury to Clifford Sadler, at Danbury Airport", said map prepared by S.T. Rapp, C.E. and L.S., dated November 30, 1948.

The grantee herein covenants and agrees by the acceptance hereof for himself, his heirs, executors, administrators and assigns, that the parcel of land hereinbefore described shall be used solely for the following purposes: the sale of airplanes, airplane parts and gasoline; the storage of airplanes; the repair and overhauling of airplanes and airplane engines; and the manufacture of airplane parts, and this covenant shall be construed as a covenant running with the land.

The grantee herein covenants and agrees by the acceptance hereof for himself, his heirs, executors, administrators and assigns, that no building or construction of any type will be placed on said parcel which hinders, obstructs, damages or impairs the use and operation of the Danbury Airport, and this covenant shall be construed as a covenant running with the land.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto **him** the said grantee **his** heirs, successors and assigns forever, to and their own proper use and behoof.

And also, it the said grantor does for itself, its ~~successors~~ successors and assigns, covenant with the said grantee **his** successors, heirs and assigns, that at and until the enscaling of these presents,

it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except the restrictions hereinbefore stated.

And Furthermore, it the said grantor does by these presents bind itself and its ~~successors~~ successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to **him** the said grantee **his** successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore stated.

In Witness Whereof, it has ~~hereunto~~ hereunto caused to be set its hand and seal this 29th day of December in the year of our Lord nineteen hundred and forty-eight.

Signed, Sealed and Delivered in presence of
Gene B. Molinaro
Steve L. Meege

TOWN OF DANBURY (L.S.)
BY *Charles I. Sweeney* First Selectman
Charles J. Troccoli Second Selectman
Arthur Tartaglia Third Selectman

State of Connecticut,
County of Fairfield

ss. Danbury, December 29, A. D. 19 48

Personally Appeared CHARLES I. SWEENEY, First Selectman, CHARLES J. TROCULO, Second Selectman, and ARTHUR TARTAGLIA, Third Selectman, of the Town of Danbury, being hereunto duly authorized,

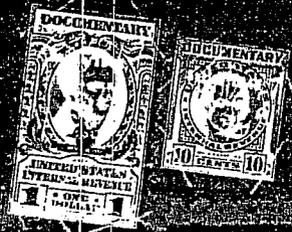
Signers and Sealer of the foregoing Instrument, and acknowledged the same to be their free act and deed, and the free act and deed of said municipal corporation, before me.

Irving Lemo

~~Notary Public~~
Commissioner of the Superior Court for Fairfield County.

Received for record Feb. 15, 1949 at 10:51 A.M.
Attest:

Augustus Deakin Town Clerk



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

KNOW Ye, That the TOWN OF DANBURY, a municipal corporation located in the County of Fairfield and State of Connecticut,

for the consideration of One Dollar and other valuable considerations, received to its full satisfaction of CLIFFORD SADLER, of Danbury, County of Fairfield and State of Connecticut,

does give, grant, bargain, sell and confirm unto the said CLIFFORD SADLER,

(1) A certain piece of land 75 ft. in width, lying easterly of other land of the Grantee herein, which land is bounded and described as follows, to wit:-

"Beginning at a point on the southeasterly corner of other land of the Grantee herein and running thence N 43° 59' 20" W a distance of 166.67 ft. to a point; running thence N 70° 12' 30" E a distance of 82.24 ft. to a point; running thence S 43° 59' 20" E along the westerly boundary line of land this day being leased to the Grantee herein, a distance of 132.88 ft; running thence S 45° 47' 30" W a distance of 75 ft. to the place of beginning. Together with the right to pass and re-pass over a 25 ft. right-of-way extending from Wallingford Road in an easterly direction a distance of 279.40 ft. Said parcel of land being bounded:

Northerly by other land of the Town of Danbury;
Easterly by land of the Town of Danbury this day leased to the Grantee herein;
Southerly by other land of the Town of Danbury, being said right-of-way; and
Westerly by other land of the Grantee herein."

(2) One other piece of land which is bounded and described as follows, to wit:-

"Beginning at the southwesterly corner of land now under lease by the said Town of Danbury to the said Clifford Sadler, and running thence N 23° 39' 40" W a distance of 132.50 ft. to a point; running thence N 4° 28' 30" W a distance of 34.74 ft. to a point; running thence N 8° 34' E a distance of 12.80 ft. to a point; running thence N 70° 12' 30" E a distance of 130.50 ft. to a point; running thence S 45° 59' 50" W along the northerly boundary line of other land of the Grantee herein, a distance of 147.53 ft. to a point; running thence S 44° 00' 30" E a distance of 100.59 ft. to a point; being a southwesterly corner of land of the Grantee herein; running thence S 39° 39' W a distance of 50.55 ft. to the place of beginning."

For a more particular description of the above described premises, reference is hereby made to a "Map Showing Property to be Conveyed and Leased by the Town of Danbury to Clifford Sadler at the

Lanbury Airport", which map is, by reference, made a part of the foregoing description and is filed in the office of the Town Clerk of said Town of Lanbury.

The grantee herein covenants and agrees by the acceptance hereof, for himself, his heirs, executors, administrators and assigns, that the parcel of land hereinbefore described shall be used solely for the following purposes: the sale of airplanes, airplane parts and gasoline; the storage of airplanes; the repair and over-hauling of airplanes and airplane engines; and the manufacture of airplane parts, and this covenant shall be construed as a covenant running with the land.

The grantee herein covenants and agrees by the acceptance hereof, for himself, his heirs, executors, administrators and assigns, that no building or construction of any type will be placed on said parcel which hinders, obstructs, damages or impairs the use and operation of the Lanbury Airport, and this covenant shall be construed as a covenant running with the land.

It is further agreed that the grantee herein is hereby given the right to use the aforesaid premises for all other activities pertaining to aeronautics.

It is further agreed that in the event that the Lanbury Airport is discontinued or closed, the foregoing restrictions contained in the last three paragraphs shall be considered void and the grantee herein shall have the right to use said premises in any manner which is legal and proper.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee his heirs, successors and assigns forever, to his and their own proper use and behoof.

And also, the said grantor does for itself and its heirs, executors, administrators, successors and assigns, covenant with the said grantee, his successors, heirs and assigns, that at and until the ensembling of these presents,

It is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, the said grantor does by these presents bind itself and its heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

The TOWN OF LANBURY, acting herein by its Selectmen, duly authorized,

In Witness Whereof, ^s hereunto set its hand and seal this 5th day of June in the year of our Lord nineteen hundred and fifty-six.

Signed, Sealed and Delivered in presence of

Rita Raymond

Gene B. Molinaro

The TOWN OF DANBURY

By *Joseph H. Sauer*
First Selectman

By *Arthur Tartaglia*
Second Selectman

By *Augustus J. Hennessey*
Third Selectman

State of Connecticut,

County of Fairfield

SS. Danbury,

June 5, A. D. 1956

Personally Appeared The TOWN OF DANBURY, acting herein by JOSEPH H. SAUER, First Selectman, ARTHUR TARTAGLIA, Second Selectman, and AUGUSTUS J. HENNESSEY, Third Selectman, duly authorized, individually and as Selectmen of the TOWN OF DANBURY.

Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed and the free act and deed of said municipal Corporation before me.

Received for record
Oct. 9, 1956 at
11:31 A.M.
Attest:

Augustus DeBia
Town Clerk
[Signature]
Notary Public
Judge of the Peace
Commissioner of the Superior Court

Form 173 Connecticut WARRANTY DEED.

TUTTBLANK REGISTERED CLERK OFFICE
Tuttlank & Pratt Publishers, Danbury, Ct.

On all People to Whom these Presents shall Come Greeting:

Know Ye, That we, JACK J. E. BEATON and NELLIE BEATON, both of the Town of Danbury, County of Fairfield, State of Connecticut for the consideration of ONE (\$1.) DOLLAR and other valuable considerations received to our full satisfaction of JAMES PADUANO, of the City, County and State of New York, do give, grant, bargain, sell and confirm unto the said JAMES PADUANO

ALL that certain piece or parcel of land located in Stony Hill District, in the Town of Danbury, County of Fairfield, State of Connecticut, and known as Lot No. 9 on "Map Showing Property of Alexander and Julia Dziatkowski, Pocono Road, Richmond Avenue and Alexander D Avenue, Stony Hill District, Danbury, Connecticut", prepared by Douglas A. Watson, July 25, 1950 and known as Map No. 1200, which map reference may be had for a more particular description of said premises.

Said premises are subject to restrictions as set forth in Volume 254, Page 423 of the Danbury Land Records.

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

Know Ye, That the TOWN OF DANBURY, a municipal corporation situated in the County of Fairfield and State of Connecticut, and acting herein by JOSEPH H. SAUER and ARTHUR TARTAGLIA, a majority Board of Selectmen, duly authorized,

for the consideration of One Dollar and other valuable consideration,

received to its full satisfaction of CLIFFORD E. SADLER, of Danbury, County of Fairfield and State of Connecticut,

do es give, grant, bargain, sell and confirm unto the said CLIFFORD E. SADLER,

A certain piece of land situated in said Town of Danbury, being a portion of the Danbury Airport, so-called, and containing 0.731 acres, which land is bounded and described as follows:-

Commencing at a concrete monument situated on the East side of Wallingford Road, thence N 44° 59' W 25 feet to a point; thence N 45° 47' 30" E 172.06 feet to a point; thence N 45° 59' 20" W 132.68 feet to a point; thence N 70° 12' 30" E 294.82 feet to a point; thence S 45° 11' 20" E 45.88 feet to a point; thence S 47° 52' 30" W 314.18 feet to a concrete monument; thence S 45° 47' 30" W 125.22 feet to the point or place of beginning.

For a more particular description of said premises reference is hereby made to a map entitled "Map Showing Property To Be Conveyed to Clifford Sadler by the Town of Danbury Situated at Danbury Airport on Wallingford Road, Town of Danbury, Connecticut", which map is on file in the office of the Town Clerk of said Town of Danbury and is by reference made a part of the above description.

The grantee herein covenants and agrees by the acceptance hereof, for himself, his heirs, executors, administrators and assigns, that the parcel of land hereinbefore described shall be used solely for the following purposes: The sale of airplanes, airplane parts and gasoline; the storage of airplanes; the repair and over-hauling of airplanes and airplane engines; and the manufacture of airplane parts, and this covenant shall be construed as a covenant running with the land.

The grantee herein covenants and agrees by the acceptance hereof, for himself, his heirs, executors, administrators and assigns, that no building or construction of any type will be placed on said parcel which hinders, obstructs, damages or impairs the use and operation of the Danbury Airport, and this covenant shall be construed as a covenant running with the land.

It is further agreed that the grantee herein is hereby given the right to use the aforesaid premises for all other activities pertaining to aeronautics.

It is further agreed that in the event that the Danbury Airport is discontinued or closed, the foregoing restrictions contained in the last three paragraphs shall be considered void and the grantee herein shall have the right to use said premises in any manner which is legal and proper.

No buildings shall be erected within Four Hundred (400 ft.) Feet of the center of the east-west runway on said airport.

It is further agreed that the above described premises are being conveyed subject to the following and further reservations and restrictions, to wit:

1. There shall be reserved to the Town a perpetual aviation easement and right of way over the land, for the use and benefit of the public and for the unobstructed flight of aircraft, at and above imaginary inclined planes, rising one foot vertically for each seven feet of horizontal distance measured outward and upward from lines, level and parallel with and 200 feet distant from the center lines of runways 8-26 and 17-35 on Danbury Municipal Airport, the more restrictive being the controlling plane;
2. There shall be reserved to the Town continuing rights of entry, ingress and egress, with respect to the land, to remove or demolish structures and to cut and trim trees or other vegetation which might, at any time, extend above such imaginary inclined planes;
3. There shall be a restriction on the land against the erection, maintenance or allowance on the land of structures or objects of natural growth which extend, or might extend, above such imaginary inclined planes;
4. There shall be a restriction on the land against any use for any purpose which will interfere with the use, operation, maintenance and further development of the airport and, in addition, against any use of the land and of all structures thereon for purposes which will create or result in a hazard to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, taking-off and maneuvering of aircraft; and
5. The foregoing reservations and restrictions shall be binding on the heirs, administrators, successors and assigns of the grantee and shall run with the land which shall be the servient tenement, it being intended that all lands now or hereafter forming the airport shall be the dominant tenement.

It is further agreed that in the event that the Danbury Airport is discontinued or closed, as aforesaid, the foregoing reservations and restrictions contained in the last preceding five paragraphs shall also be considered void and the grantee herein shall have the right to use said premises in any manner which is legal and proper.

The authority for the foregoing conveyance to the said CLIFFORD E. SADLER was given in a Resolution passed at a town meeting of the Town of Danbury on February 27, 1958, which Resolution is recorded in the minutes of the Town Clerk of said Town of Danbury in Vol. 11, Page 135, 137.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee, his heirs, successors and assigns forever, to his and their own proper use and behoof.

And also, it the said grantor does for itself and its heirs, executors, administrators, successors and assigns, covenant with the said grantee his successors, heirs and assigns, that at and until the ensembling of these presents,

it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor does by these presents bind itself and its heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

the TOWN OF DANBURY, by JOSEPH H. SAUER and ARTHUR TARTAGLIA, a majority Board of Selectmen, duly authorized, has hereunto set its

In Witness Whereof,

hand and seal this 15th day of September in the year of our Lord nineteen hundred and fifty-nine.

Signed, Sealed and Delivered in presence of

Charles A. Hallock
Charles A. Hallock
Judith A. Butera
Judith A. Butera

TOWN OF DANBURY
By *Joseph H. Sauer*
Joseph H. Sauer
and *Arthur Tartaglia*
Arthur Tartaglia
Majority Board of Selectmen

State of Connecticut,

County of Fairfield

ss. Danbury,

Sept. 15, A. D. 19 59

Personally Appeared the TOWN OF DANBURY, acting herein by JOSEPH H. SAUER and ARTHUR TARTAGLIA, a majority Board of Selectmen, duly authorized, Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their free act and deed and the free act and deed of said corporation, before me.

Charles A. Hallock
Charles A. Hallock
Notary Public
Justice of the Peace
Commissioner of the Superior Court

Received Sept. 17 19 59 At 10:20A M *Augustine A. ...*
Town Clerk

Form 174 Connecticut WARRANTY DEED—SURVIVORSHIP.

TUTBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

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

Know Ye, That we GEORGE YACKO and JOSEPHINE L. YACKO, of the Town of Danbury, County of Fairfield and State of Connecticut, for the consideration of One dollar and other valuable consideration

received to our full satisfaction of AMADO MADORRAN and CATHERINE MADORRAN, of said Danbury,

State of Connecticut) New Milford, March 16, 1964
 County of Litchfield)

Personally appeared Robert L. Waltz, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

Received for record June 11th,
 1964 at 1:26 PM.

Attest: *Margaret M. [Signature]* Notary Public
 Town Clerk

My Commission Expires Mar. 31, 1967

To all People to whom these Presents shall come, Greetings:

Know Ye, that CLIFFORD E. SADLER

of the Town of Danbury in the county of Fairfield and the state of Connecticut, hereinafter called the Grantor, for the consideration of -----Fifty-four Thousand----- Dollars (\$54,000.00) received to his full satisfaction of THE FAIRFIELD COUNTY TRUST COMPANY, a corporation organized and existing under the laws of the state of Connecticut, located and doing business in the Town of Danbury, county of Fairfield and state of Connecticut, hereinafter called the Grantee, does give, grant, bargain, sell and confirm unto said THE FAIRFIELD COUNTY TRUST COMPANY, the following described premises, together with all buildings and improvements now or hereafter placed thereon, including all screens, storm doors and storm windows, heating and oil burning apparatus, hot water heaters, plumbing, gas and electric fixtures, stoves and other equipment necessary or incidental to the proper use thereof, all of which are declared to be a part of the realty, situated in the Town of Danbury, county of Fairfield, and state of Connecticut, and more particularly bounded and described as follows: All those certain pieces or parcels of land, together with the buildings thereon, situate in said Town of Danbury, in Miry Brook District, containing 1.7722 acres, more or less, bounded and described as follows:

COMMENCING at a concrete monument at the present northwesterly end of Wallingford Road; thence running S. 39° 30' W. 112.67 feet along land now or formerly of Anthony Barbaratto to a point; thence running along land now or formerly of the Town of Danbury the following courses and distances: N. 23° W. 132.50 feet to a point; N. 4° 28' 30" W. 34.74 feet to a point; N. 8° 34' E. 12.80 feet to a point; N. 70° 12' 30" E. 554.45 feet to a point; S. 43° 120" E. 45.88 feet to a point; thence running S. 47° 52' 30" W. 314.18 feet along land now or formerly of Hans Voellmer to a point; thence running S. 45° 47' 30" W. 125.22 feet along land now or formerly of Daniel H. Lazicki to a point on the northeasterly side of Wallingford Road; thence running N. 44° 5' W. 120.9 feet along said northeasterly side of Wallingford Road, to a point; thence running S. 39° 39' W. 30 feet along the northwesterly terminus line of said Wallingford Road to the point or place of beginning.

REFERENCE is hereby made to a map on file in the office of the Town Clerk of the Town of Danbury as Map No. 1070 and a map on file in the office of the Town Clerk of the Town of Danbury as Map No. 1876, amending and supplementing the aforesaid map No. 1070 and a further map on file in the office of the Town Clerk of Danbury as Map No. 2736.

BEING the same premises conveyed to Clifford Sadler by the Town of Danbury by deeds recorded in Volume 235, page 510, Volume 314, page 10 and Volume 347 page 143 of the Danbury Land Records.

SUBJECT to covenants and agreements as set forth in certain deeds from the Town of Danbury to Clifford Sadler recorded in Volume 235, page 510 and Volume 314, page 10 of the Danbury Land Records.

To have and to hold the above granted and bargained premises, with the privileges and appurtenances thereof, unto the said Grantee, its successors and assigns forever, to its and their own proper use and behoof. And also the said Grantor does for himself, his heirs, executors, administrators, successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents he is well seized of the premises as a good indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as is above written, and that the same is free of all incumbrances whatsoever, except any above mentioned.

and, furthermore, the said Grantor does by these presents bind himself and his heirs, executors, administrators, successors and assigns forever, to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except any above mentioned.

The condition of this deed is such, that whereas the said Grantor has applied to the said Grantee for a loan of -----Fifty-four Thousand ----- Dollars (\$ 54,000.00) on the premises above described; and

Whereas, the said Grantee has agreed to make the loan herein described to be paid over to said Grantor in installments as the work progresses, the time and amount of each advancement to be at the sole discretion and upon the estimate of said Grantee, so that when all the work on said premises shall have been completed to the satisfaction of said Grantee, said Grantee shall then pay over to the said Grantor any balance necessary to complete the full loan of ----- Fifty-four Thousand ----- Dollars (\$54,000.00); and

Whereas, the Grantor agrees to complete the erection of said buildings to the satisfaction of said Grantee within a reasonable time from the date hereof or at the latest on or before ---six (6)----- months from this date; and

Whereas, the said Grantor in consideration of the foregoing matters has executed and delivered to the said Grantee his promissory note for the full sum of -----Fifty-four Thousand----- Dollars (\$ 54,000.00), of even date herewith, payable to the Grantee, for value received with interest and in installments as provided in said Note with final maturity on December 1, 1975

; and

Whereas, the Grantor has agreed and does hereby agree

1. To pay all taxes and assessments of any type or nature upon said premises before the same become delinquent.

2. To keep all buildings on said premises insured against loss or damage by fire and other hazards and contingencies in such manner and in such companies and for such amounts as may be satisfactory to the Grantee, to deliver the policies and renewals therefor to the Grantee and maintain said insurance for the benefit of and first payable in case of loss to said Grantee, and to pay all premiums therefor when due.

3. To keep all buildings on said premises in good repair, and to commit or permit no waste, removal or demolition thereof, and also to keep said property free from all mechanics' liens.

4. That the whole of the indebtedness, both principal and interest, shall become due and payable at the option of the holder hereof, upon the sale or conveyance of the said premises or in case of default or failure in the performance of any agreement or covenant contained herein, or if payments of interest or installments of principal as required by said note remain in arrears and unpaid for a period of fifteen (15) days after the same shall fall due.

5. To pay each month in addition to the payments provided for in said note a sum equivalent to one-twelfth of the real property tax assessed or to be assessed against the premises herein described, as estimated by the Grantee, and if said sums so paid are not sufficient to pay in full any tax when due, to pay to the Grantee within ten days after demand the amount of any such deficiency.

6. To pay all costs, charges and expenses, including reasonable attorney's fees, incurred by the Grantee in any foreclosure of this mortgage or other legal proceeding for the collection of the debt hereby secured.

