

COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO  
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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28  
March 3, 2006

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INTERNET ADDRESS:  
[HTTP:// WWW.CHGJTLLAW.COM](http://www.chgjtllaw.com)  
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Hand Delivery

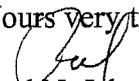
Mr. Vincent Nolan  
President, Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: The Reserve - Conservation Restriction

Dear Mr. Nolan:

We represent Woodland Group II, LLC regarding the development of The Reserve. The Reserve is a 550 acre Planned Neighborhood Development (PND) zone. In connection with the development, the Army Corps of Engineers has required the owners of the property to convey a conservation restriction to the City of Danbury for purposes of maintaining a large portion of the area in its natural state as open space pursuant to the terms of the Conservation Restriction. This Conservation Restriction has been negotiated between the parties and the City Corporation Counsel and I am enclosing herewith the 4 copies of the final version of the same together with reduced copies of the maps.

We would request that the City accept the enclosed Conservation Restriction. Please notify me of any subcommittee meetings. Thank you.

Yours very truly,  
  
Paul N. Jaber

PNJ:emb  
Enclosures  
cc: Woodland Group II, LLC/Anthony O. Lucera

## CONSERVATION RESTRICTION

### RECITALS

BY THIS INDENTURE, made this \_\_\_\_\_, day of \_\_\_\_\_ 2006, by (i) **WCI COMMUNITIES, INC.**, 115 Stevens Avenue, Valhalla, NY 01595; **THE RESERVE MASTER ASSOCIATION, INC.** c/o 60 Old New Milford Road, Brookfield, CT 06804; **BLT RESERVE, LLC**, c/o Building & Land Technology, 501 Merritt 7, Penthouse, Norwalk, CT 06851; **WINDEMERE RESERVE, LLC** c/o Building & Land Technology, 501 Merritt 7, Penthouse, Norwalk, CT 06851 **WR XXII, LLC**, 1000 E. 80<sup>th</sup> Place Suite 700 North Merrillville, IN 46410; **WR XXIII, LLC**, 1000 E. 80<sup>th</sup> Place Suite 700 North Merrillville, IN 46410; **ANN'S PLACE, THE HOME OF I CAN, INC.** 103 Newtown Road, Suite 1B, Danbury, CT 06810; **ONE RESERVE ROAD, LLC** c/o 60 Old New Milford Road, Brookfield, CT 06804 (hereinafter referred to collectively as the "Owners" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Owners' executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users or if one owner that owner shall be referred to as an Individual Owner) are each the owners of a portion of certain real property or owners of certain Development Rights with respect to such real property located in the City of Danbury, County of Fairfield, State of Connecticut (hereinafter "Property") more particularly bounded and described below and (ii) **CITY OF DANBURY**, a municipal corporation, having a principal place of business at 155 Deer Hill Avenue, Danbury, CT 06810 (hereinafter referred to as "City" which word shall include all successors, assigns, agents and designees) ;

The Property is more particularly bounded and described as follows:

All that certain piece or parcel of land in the City of Danbury, County of Fairfield and State of Connecticut shown and designated on that certain map entitled "Perimeter Survey Showing 'Wildlife Habitat Corridor Conservation Restriction Area' at 'The Reserve' Reserve Road – Woodland Road – Milestone Road – Old Ridgebury Road and Saw Mill Road – Danbury, Connecticut Scale: 1" = 200' Easement Area: (As Shown) Zone: PND Date December 22, 2005" (Sheet 1 of 2 and Sheet 2 of 2) prepared by Surveying Associates, P.C., and to be filed on the land records of the City of Danbury simultaneously herewith as map number \_\_\_\_\_ (the "Map").

The portions of the Property shown as Area 1, Area 2, Area 3, Area 4, Area 5, Area 6, and Area 7 Wildlife Habitat Corridor Conservation Restriction Area on the Map are collectively hereinafter known as the "Conservation Restriction Area".

WHEREAS, the Property is subject to a Declaration dated July 27, 2004, and recorded in volume 1678 at page 703 of the land records of the City of Danbury, any capitalized terms which are not defined in this Conservation Restriction shall have the meaning ascribed to them in the Declaration, and the Owners own Development Parcels, created by that Declaration;

WHEREAS, the City has determined that it would be in the public interest to retain, maintain, and preserve that portion of the Property designated as the Conservation Restriction Area as open space, in its natural state; and

WHEREAS, Owners are willing, in consideration of the need to preserve the natural, scenic, aesthetic and special character of portions of the Property, and desire to conserve and protect portions of the Property as a natural habitat for birds, wildlife, plants and similar ecosystems, to grant in perpetuity to the City, a conservation restriction (hereinafter "Conservation Restriction") on that portion of the Property known as the Conservation Restriction Area; and

WHEREAS, Sections 47-42a through 47-42c of the Connecticut General Statutes permit the

creation of conservation restrictions for the purpose of retaining land or water areas predominantly in their natural, scenic, open or wooded condition, or as suitable habitat for birds, plants, or wildlife; and

WHEREAS, the Owners agree that the City shall have the right to enforce the provisions of this Conservation Restriction;

WHEREAS, the Owners further agree that those portions of the Property shown on the Map which may be regulated as to their use pursuant to the Inland Wetlands and Watercourses Regulations of the City of Danbury shall be subject to the issuance of a permit by the City of Danbury Environmental Impact Commission (EIC).

NOW THEREFORE, be it known that Owners, do hereby grant, a conservation restriction in perpetuity over the Conservation Restriction Area.

1. PURPOSE

The Owners hereby grant a Conservation Restriction exclusively for the following conservation purposes:

- a. To have a portion of the Property known as the Conservation Restriction Area remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.

2. USE LIMITATIONS

Owners intend that this Conservation Restriction will confine the use of the Conservation Restriction Area in perpetuity to such activities as are consistent with the purposes of this Conservation Restriction. Any activity on or use of the Conservation Restriction Area inconsistent with the purposes of this Conservation Restriction is prohibited. The following limitations shall apply:

- a. The Common Elements encumbered by the Conservation Restriction Area shall not be subdivided and conveyed in separate tracts from one another except with respect to a certain transfer from Woodland Group II, LLC to **WR XXII, LLC** dated July 21, 2004 in Volume 1679 Page 1155 of the Danbury Land Records and except that Development Parcels may be conveyed.
- b. The Conservation Restriction Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial, residential, agricultural or forestry activities. Agricultural and forestry activities shall include animal husbandry, floricultural, or horticultural activities, the production of plant and animal products for domestic or commercial purposes, the growing, stocking, cutting and sale of forest trees of any size capable of producing timber or other forest products and the processing and sale of products produced on the property (e.g. maple syrup).
- c. No structures, improvements or alterations, including but not limited to, dwellings, any portion of a waste water treatment or disposal system, mobile home, utility tower, man-made detention or retention ponds, or wireless communication facilities shall be constructed, placed or introduced onto the Conservation Restriction Area.
- d. No removal, filling, or other disturbances of soil nor any changes in the topography, surface or subsurface water systems, wetlands or natural habitats shall be allowed within the Conservation Restriction Area.

- e. No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be allowed on the Conservation Restriction Area.
- f. The placement of signs, billboards or other advertising materials or structures of any kind is prohibited within the Conservation Restriction Area.
- g. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshland or disturbances, alteration of wetlands or watercourses or changes in the natural habitat of the premises within the Conservation Restriction Area.
- h. There shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies within the Conservation Restriction Area, nor shall any uses of or activities be permitted within the Conservation Restriction Area which could be detrimental to water purity or to any vegetative, wildlife or hydrological function as defined by the EIC.
- i. There shall be no operation or parking of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-cars, all-terrain vehicles, or any other type of motorized vehicle within the Conservation Restriction Area.
- j. There shall be no storage or placement of equipment, natural or man-made materials or substances upon the premises within the Conservation Restriction Area.
- k. There shall be no dumping, burning, release, burial, injection, or disposal of any type of material on the Conservation Restriction Area.
- l. There shall be no other disturbances of the Conservation Restriction Area except for those activities explicitly authorized by the Compensatory Plan for Permit No. NAE-2004-288 and referenced under Section 3 and 4, Reserved Rights and other local (EIC) permits issued as needed.

### 3. EXCEPTIONS

The Owners may enter upon the Conservation Restriction Area to conduct the following activities after written application and approval from the City and any other local or state agencies for which approval is required:

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety and aesthetic quality.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping and installation of roadways at the direction and approval of the Health Department of the City of Danbury and/or any other local or state boards/agencies.
- e. Install new utilities and drainage and the right to convey easements for such utilities and drainage and the right to pass and repass by maintenance vehicles; and the right to install a roadway to provide access to a water tower and

improvements which will be constructed outside of the Conservation Restriction Area.

- f. Maintain, repair and replace utilities and drainage facilities.

4. RESERVED RIGHTS

It is expressly understood and agreed that this Conservation Restriction does not grant or convey to members of the general public any rights of ownership, entry or use of the Property. This Conservation Restriction is created solely for the protection of the Conservation Restriction Area. The Owners reserve the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the right to exclude others and to use the Property for all purposes consistent with this Conservation Restriction.

The Owners reserve to themselves the right to create, restore, remediate, monitor and maintain those areas within the Conservation Restriction Area as required by the Compensatory Mitigation Plan Permit No. NAE-2004-288 issued by the Department of the Army, New England District, Corps of Engineers ["USACE"], dated December 21, 2005, and by EIC permits issued and approved.

5. COMPLIANCE INSPECTION

The Owners expressly authorize the City, its duly authorized designee or agent to enter upon the lands subject to this Conservation Restriction for the purpose of determining compliance with the permits issued by USACE and the terms and conditions contained within this document.

6. MARKING OF PROPERTY

Before the issuance of the first certificate of occupancy in each Development Parcel, (i) the perimeter of the Conservation Easement Area shall be, and shall at all times remain, plainly marked by permanent signs or by an equivalent, permanent marking system designating the area a protected area and shall be shown on all maps submitted to any City agency to facilitate compliance with all regulations, and (ii) each Owner shall install such additional markings or signage as may be required by the EIC after its approval of any regulated activities on each Development Parcel.

7. PROPERTY TRANSFERS

Each Owner shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property. Failure to comply with this paragraph does not impair the validity or enforceability of this Conservation Restriction:

"NOTICE: This Property is Subject To a Conservation Restriction recorded at \_\_\_\_\_."

Each Owner agrees to notify City, in writing, twenty-one (21) days before transfer of title to any Development Parcel.

City shall be under no obligation to maintain the Conservation Restriction Area or pay any taxes or assessment thereon.

8. BENEFITS AND BURDENS

The burden of the Conservation Restriction conveyed hereby shall run with the Property

and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Conservation Restriction shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Conservation Restriction. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

All notices, requests and other communication required or permitted to be given under this Conservation Restriction shall be in writing and shall be delivered in hand or via Certified Mail, return receipt requested, to the appropriate address set forth in this Conservation Restriction or at such other address as the Owners or City may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or mailed.

Each Owner further covenants and agrees to provide a copy of the Conservation Restriction to the last known address of any person or entity who hereafter shall have any possessory interest in its property, including but not limited to any tenants, successors, or assigns. Failure of said Owners to provide such notice shall not constitute any waiver of the City's rights herein.

Until such notice is given to the contrary notice shall be sent to the Owners as follows:

**WCI COMMUNITIES, INC.**

115 Stevens Avenue  
Valhalla, NY 10595

**THE RESERVE MASTER ASSOCIATION, INC.**

c/o 60 Old New Milford Road  
Brookfield, CT 06804

**BLT RESERVE, LLC**

c/o Building & Land Technology  
501 Merritt 7, Penthouse  
Norwalk, CT 06851

**WINDEMERE RESERVE, LLC**

c/o Building & Land Technology  
501 Merritt 7, Penthouse  
Norwalk, CT 06851

**WR XXII, LLC**

1000 E. 80<sup>th</sup> Place – Suite 700 North  
Merrillville, IN 46410

**WR XXIII, LLC**

1000 E. 80<sup>th</sup> Place – Suite 700 North  
Merrillville, IN 46410

**ANN'S PLACE, THE HOME OF I CAN, INC.**

103 Newtown Road, Suite 1B  
Danbury, CT 06810

**ONE RESERVE ROAD, LLC**

c/o 60 Old New Milford Road

Brookfield, CT 06804

To the City as follows:

Mayor's Office  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Health Department  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

10. BREACH OF CONSERVATION RESTRICTION

a. If a breach of this Conservation Restriction, or conduct by anyone inconsistent with this restriction, comes to the attention of the City, it shall notify the the relevant Individual Owner, in writing, of such breach or conduct, delivered in hand or by Certified Mail, return receipt requested.

b. That Individual Owner shall, within thirty (30) calendar days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. That Individual Owner shall promptly notify the City of its actions taken under this section.

c. If the Individual Owner fails to take such proper action under the preceding paragraph, the City shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Individual Owner's name or to terminate such conduct. The cost thereof, including the City's expenses, court costs and legal fees, shall be paid by such Individual Owner who has caused such breach.

d. If the City, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damages to the property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this Conservation Restriction, the City may pursue any remedy it deems appropriate to correct such breach, without prior notice to the relevant Individual Owner or without waiting for the period provided to cure to expire.

e. The City and the Owners reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Conservation Restriction.

f. No delay or omission by City in the exercise of any right or remedy upon any breach by the Owners shall impair City's rights or remedies or be construed as a waiver.

11. SEVERABILITY

If any provision of this Conservation Restriction, or the application thereof to any person or circumstances, is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of this Conservation Restriction or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. MERGER

The Owners and City agree that it is their express intent that the provisions of the Conservation Restriction set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the City or any successor or assignee shall be deemed to eliminate the Conservation Restriction, or any portion thereof, granted under the doctrine of "merger" or any other legal doctrine.

13. CONDEMNATION

a. Whenever all or any part of the Conservation Restriction Area is taken in exercise of eminent domain by a public, corporate, or other authority so as to abrogate in whole or in part the Conservation Restriction conveyed hereby, the affected Individual Owners and the City shall thereupon act jointly to recover the full damages from such taking, with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

b. The balance of the land damages recovered (including, for the purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Owners and City in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Conservation Restriction. For this purpose, the City's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Restriction is reduced by the use limitations imposed hereby. The values of the Owners' and City's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

c. The City shall use its share of the proceeds in a manner consistent with the conservation of land and natural resources.

Owners hereby affirm that they are the sole Owners of the Property in fee simple and have the right to enter into this Conservation Restriction and to grant and convey the Conservation Restriction..

The City, by accepting and recording this Conservation Restriction, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the City, all in the furtherance of the conservation purposes for which this Conservation Restriction is delivered.

The parties agree that a certain Wildlife Habitat Corridor Conservation Restriction dated October 6, 2004 and recorded by Woodland Group II, LLC in Book 1702 page 577 is hereby null and void and of no further force and effect. Woodland Group II, LLC is executing this document for purposes of consenting to the termination of said restriction.

Counterparts. This Conservation Restriction may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and each deemed to constitute an original. Each of the agreements, terms and conditions of this Conservation Restriction are conditioned each upon the other.

IN WITNESS WHEREOF, the Owners duly executed this Conservation Restriction under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

IN THE PRESENCE OF:

OWNERS:

**WCI COMMUNITIES, INC.**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: Andrew Stark  
Its: \_\_\_\_\_

\_\_\_\_\_  
[type name of witness under signature line]

**THE RESERVE MASTER ASSOCIATION, INC.**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: Andrew Stark  
Its President \_\_\_\_\_

\_\_\_\_\_  
[type name of witness under signature line]

**BLT RESERVE, LLC**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By:  
Its: \_\_\_\_\_

\_\_\_\_\_  
[type name of witness under signature line]

**WINDEMERE RESERVE, LLC**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By:  
Its: \_\_\_\_\_

\_\_\_\_\_  
[type name of witness under signature line]

**WR XXII, LLC, an Indiana limited liability Company**

**By: Whiteco Residential, LLC, an Indiana limited liability company, Its managing member**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: Timothy J. Connelly  
Its: \_\_\_\_\_ President \_\_\_\_\_

\_\_\_\_\_  
[type name of witness under signature line]

**WR XXIII, LLC, an Indiana limited liability  
Company**

**By: Whiteco Residential, LLC, an Indiana  
Limited liability company,  
Its managing member**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: Timothy J. Connelly  
Its: President

\_\_\_\_\_  
[type name of witness under signature line]

**ANN'S PLACE, THE HOME OF I CAN, INC.**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
[type name of witness under signature line]

**ONE RESERVE ROAD, LLC**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: Anthony O. Lucera  
Its: Managing Member

\_\_\_\_\_  
[type name of witness under signature line]

**WOODLAND GROUP II, LLC**  
By: Woodland Group III, LLC  
Its Member

\_\_\_\_\_  
[type name of witness under signature line]

By: \_\_\_\_\_  
Anthony O. Lucera  
Its Managing Member

\_\_\_\_\_  
[type name of witness under signature line]

**CITY OF DANBURY**

\_\_\_\_\_  
[type name of witness under signature line]

\_\_\_\_\_  
By: Mark D. Boughton  
Its: Mayor

\_\_\_\_\_  
[type name of witness under signature line]

STATE OF: NEW YORK )  
 )  
COUNTY OF: WESTCHESTER )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Andrew Stark, President of **WCI COMMUNITIES, INC.** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: NEW YORK )  
 )  
COUNTY OF: WESTCHESTER )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Andrew Stark, President of **THE RESERVE MASTER ASSOCIATION, INC.** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: CONNECTICUT )  
 )  
COUNTY OF: FAIRFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of **BLT RESERVE, LLC** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: CONNECTICUT            )  
  )  
COUNTY OF: FAIRFIELD            )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of **WINDEMERE RESERVE, LLC** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: INDIANA                )  
  )  
COUNTY OF:                        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Timothy J. Connelly, President of Whiteco Residential, LLC, Managing Member of **WR XXII, LLC** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: INDIANA                )  
  )  
COUNTY OF:                        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Timothy J. Connelly, President of Whiteco Residential, LLC, Managing Member of **WR XXIII, LLC** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: CONNECTICUT    )  
  )  
COUNTY OF: FAIRFIELD    )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_ of **ANN'S PLACE, THE HOME OF I CAN, INC.** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: CONNECTICUT    )  
  )  
COUNTY OF: FAIRFIELD    )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Anthony O. Lucera, Managing Member of **ONE RESERVE ROAD, LLC** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT        )  
  )  
COUNTY OF FAIRFIELD        )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally Appeared Anthony O. Lucera, Managing Member of Woodland Group III, LLC, Member of Woodland Group II, LLC, and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF: CONNECTICUT    )  
  )  
COUNTY OF: FAIRFIELD    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Mark D. Boughton, Mayor of **CITY OF DANBURY** and proved to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Development Parcel 1  
Development Parcel 2  
Development Parcel 3

**Description Table**

PROPERTY LINE	BEARING	DISTANCE
1 TO 2	S89°50'00"W	24.00'
2 TO 3	S89°50'00"W	24.00'
3 TO 4	S89°50'00"W	24.00'
4 TO 5	S89°50'00"W	24.00'
5 TO 6	S89°50'00"W	24.00'
6 TO 7	S89°50'00"W	24.00'
7 TO 8	S89°50'00"W	24.00'
8 TO 9	S89°50'00"W	24.00'
9 TO 10	S89°50'00"W	24.00'
10 TO 11	S89°50'00"W	24.00'
11 TO 12	S89°50'00"W	24.00'
12 TO 13	S89°50'00"W	24.00'
13 TO 14	S89°50'00"W	24.00'
14 TO 15	S89°50'00"W	24.00'
15 TO 16	S89°50'00"W	24.00'
16 TO 17	S89°50'00"W	24.00'
17 TO 18	S89°50'00"W	24.00'
18 TO 19	S89°50'00"W	24.00'
19 TO 20	S89°50'00"W	24.00'
20 TO 21	S89°50'00"W	24.00'
21 TO 22	S89°50'00"W	24.00'
22 TO 23	S89°50'00"W	24.00'
23 TO 24	S89°50'00"W	24.00'
24 TO 25	S89°50'00"W	24.00'
25 TO 26	S89°50'00"W	24.00'
26 TO 27	S89°50'00"W	24.00'
27 TO 28	S89°50'00"W	24.00'
28 TO 29	S89°50'00"W	24.00'
29 TO 30	S89°50'00"W	24.00'
30 TO 31	S89°50'00"W	24.00'
31 TO 32	S89°50'00"W	24.00'
32 TO 33	S89°50'00"W	24.00'
33 TO 34	S89°50'00"W	24.00'
34 TO 35	S89°50'00"W	24.00'
35 TO 36	S89°50'00"W	24.00'
36 TO 37	S89°50'00"W	24.00'
37 TO 38	S89°50'00"W	24.00'
38 TO 39	S89°50'00"W	24.00'
39 TO 40	S89°50'00"W	24.00'
40 TO 41	S89°50'00"W	24.00'
41 TO 42	S89°50'00"W	24.00'
42 TO 43	S89°50'00"W	24.00'
43 TO 44	S89°50'00"W	24.00'
44 TO 45	S89°50'00"W	24.00'
45 TO 46	S89°50'00"W	24.00'
46 TO 47	S89°50'00"W	24.00'
47 TO 48	S89°50'00"W	24.00'
48 TO 49	S89°50'00"W	24.00'
49 TO 50	S89°50'00"W	24.00'
50 TO 51	S89°50'00"W	24.00'
51 TO 52	S89°50'00"W	24.00'
52 TO 53	S89°50'00"W	24.00'
53 TO 54	S89°50'00"W	24.00'
54 TO 55	S89°50'00"W	24.00'
55 TO 56	S89°50'00"W	24.00'
56 TO 57	S89°50'00"W	24.00'
57 TO 58	S89°50'00"W	24.00'
58 TO 59	S89°50'00"W	24.00'
59 TO 60	S89°50'00"W	24.00'
60 TO 61	S89°50'00"W	24.00'
61 TO 62	S89°50'00"W	24.00'
62 TO 63	S89°50'00"W	24.00'
63 TO 64	S89°50'00"W	24.00'
64 TO 65	S89°50'00"W	24.00'
65 TO 66	S89°50'00"W	24.00'



AREA 3 OF "WILDLIFE HABITAT CORRIDOR CONSERVATION RESTRICTION AREA" 88.86 Acres

STATE OF CONNECTICUT HIGHWAY 64

DEVELOPMENT PARCEL 3 229.377 Acres

MASTER COMMON ELEMENT ARTERIAL ROAD 21.453± Acres

DEVELOPMENT PARCEL 3 229.577 Acres

DEVELOPMENT PARCEL 6 52.289 Acres

AREA 8 OF "WILDLIFE HABITAT CORRIDOR CONSERVATION RESTRICTION AREA" 21.58 Acres

AREA 1 OF "WILDLIFE HABITAT CORRIDOR CONSERVATION RESTRICTION AREA" 23.87 Acres

STATE OF NEW YORK STATE OF CONNECTICUT

STATE OF NEW YORK STATE OF CONNECTICUT

STATE OF NEW YORK STATE OF CONNECTICUT

DEVELOPMENT PARCEL 2 47.790 Acres

DEVELOPMENT PARCEL 1 32.977 Acres

"LAND SURRENDER OF DEVELOPMENT PARCEL 1" AND OF WR XXII, LLC (11,767 Acres) ALSO SHOWN AS REVISED SET (SEE NOTE 2)

MASTER COMMON ELEMENT ARTERIAL ROAD 21.453± Acres

DEVELOPMENT PARCEL 14 35.025 Acres

DEVELOPMENT PARCEL 15 60.187 Acres

(Sheet 1 of 2)

# PERIMETER SURVEY SHOWING "WILDLIFE HABITAT CORRIDOR CONSERVATION RESTRICTION AREA" AT "THE RESERVE"

RESERVE ROAD - WOODLAND ROAD - MILESTONE ROAD - OLD RIDGEBURY ROAD AND SAW MILL ROAD - DANBURY, CONNECTICUT SCALE: 1"=200' EASEMENT AREA: (AS SHOWN) ZONE: PND DATE: DECEMBER 22, 2005 (SEE NOTE 28)

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

*Paul M. Fagan*  
PAUL M. FAGAN L.S. #7758

### LEGEND



### GENERAL NOTES

REFER TO SHEET 2 OF 2 OF THIS MAP FOR GENERAL NOTES, MAPPING NOTES AND CERTIFICATION.

MATCH LINE - SHEET 1 OF 2

MATCH LINE - SHEET 1 OF 2

