

## TRAIL EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, **BUTLER AVON, LLC**, a Connecticut limited liability company, having an address of 501 Merritt 7 - Penthouse, Norwalk, Connecticut 06851 (herein called "Grantor"), for the consideration of One Dollar and other good and valuable considerations received to the full satisfaction of the undersigned from **THE TOWN OF AVON**, a municipal corporation (herein sometimes called the "Grantee" or "Town") located in the County of Hartford and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the grantee, its successors and assigns forever, an easement and/or right-of-way for recreational walking purposes on, over and along those areas entitled "walking trails" as are more particularly shown and designated on maps entitled "THE HERITAGE AT BUCKINGHAM IN AVON UNIT PLAN PREPARED FOR BUTLER AVON, LLC EDWARDS ROAD & NEW ROAD AVON, CONNECTICUT Alford Associates, Inc. Civil Engineers Windsor, Connecticut Wilson M. Alford, Jr., P.E. & L.S. (860) 688-7288 Date: January 27, 2003 Scale 1 IN. = 40 FT. Sheet 2 Exhibit A-3 (Cont.)".

Said right shall be within the specific trail easement only as located on the aforesaid map.

The Grantor agrees for itself, its successors and assigns, that with respect to the above described easement, it will not erect or allow to be erected, any structures, it will not plant or grow, or allow to be planted or grown, any trees and it will not do any work which would interfere with the trail easement described and set forth above.

Except for work being performed by officials or employees of the Town in the course of their duties or by independent contractors engaged by the Town for such purpose or unless otherwise permitted in the trail easement in accordance with Association regulations, no person, when using the trail easement, shall:

A. Construct, mark, deface, damage, injure, tamper with, displace or remove any buildings, pools, bridges, tables, benches, fireplaces, railings, fences, paving, waterlines or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts or other boundary markers or other structures or equipment, improvements or facilities or any appurtenances whatsoever, either real or personal.

B. Deface, litter or prevent the proper drainage of any pipe or drain.

C. Dig, for the purpose of removing from such trail easement, any sand, soil, stones, trees, shrubs or plants from or adjacent to the trail easement.

D. Damage, cut, carve, transplant or remove any tree or plant or injure the bark of any tree, pick the flowers or seeds of any plant or dig in or otherwise disturb lawn areas or walk upon planted areas from on or adjacent to the trail easement.

E. Throw, discharge, deposit or otherwise place or cause to be placed in the waters of any nearby or contiguous fountain, pond, lake, stream, swimming pool or other body of water any substance, matter or thing, in any form whether liquid, solid or otherwise which will result in the pollution, discoloration or change in the chemical content of said water.

F. Bring into or dump, deposit or leave on or nearby the trail easement any dirt, rubbish, waste, garbage, litter, refuse or other trash, except in receptacles provided for the same. Where receptacles are not so provided, all such refuse or trash shall be carried away from the trail easement by the person responsible for its presence and properly disposed of elsewhere.

G. Expose or offer for sale any article or thing or station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing within or near the trail easement.

H. Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatsoever or erect or cause to be erected any sign whatsoever within or near the trail easement.

I. Bring upon, operate or permit or cause to be operated upon any public place any vehicle.

J. Hunt, trap, poison or pursue, annoy or disturb wildlife or use, carry or possess firearms of any description or other forms of weapons potentially inimical to wildlife or dangerous to human safety.

K. Fish or seek to catch any fish in any manner.

L. Drop, throw or otherwise scatter lighted matches or any burning matter or make or cause to be made any fire.

M. Possess or be under the influence of any illegal drugs.

N. Engage in loud, boisterous, threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to a breach of the public peace.

O. Escort, induce or permit any dog or pet on or near any trail easement unless secured to a leash of not more than six (6) feet in length; at no time should the pet not be secured to its owner or keeper or permit any dog to go upon land other than as allowed in this Trail Easement.

P. Be within any trail easement during the period from one hour after sunset to one hour before sunrise.

Q. Take or permit any horse to go upon any portion of any trail easement.

R. Aid, abet or participate in gambling or betting for money or other prize.

S. Possess or be under the influence of any intoxicating liquor.

Notwithstanding anything contained in this Trail Easement to the Contrary, Grantor, its successors and assigns shall clear, stump and surface the trails with wood chips and/or stone dust, as Grantor shall elect in its sole discretion.

**TO HAVE AND TO HOLD** the above granted and bargained easement unto it, the said Grantee, its successors and assigns forever, to its and their own proper use and behoof.

**AND ALSO** the undersigned does covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents the undersigned is well seized of the premises as a good

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